Amendment No. 3
To Agreement No. 00108147.0
Clark County Contract No. CBE 604790-18

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This Amendment No. 3 ("**Amendment No. 3**") is entered into by and between **Clark County** (**"Customer"**), and **Environmental Systems Research Institute, Inc.** ("**Esri**").

WHEREAS, Customer and Esri entered into Purchase Agreement ("**PA**") No. 00108147.0, also known as contract number 32914 (Customer contract No. CBE 604790-18) with an effective date of April 17, 2018;

WHEREAS, Customer and Esri entered into Amendment No. 1 to said PA with an effective date of May 16, 2023;

WHEREAS, Customer and Esri entered into Amendment No. 2 to said PA with an effective date of July 16, 2024; and

WHEREAS, the parties desire to **(i)** modify / add terms to Document 2 – State and Local PA Terms and Conditions (E500M 11/06), **(ii)** modify / add definitions and terms to Document 3 – Master Agreement No. 329215 attached to the PA, **(iii)** add the updated Maintenance and Support Program, and **(iv)** add the Esri Product Life Cycle Support Policy;

NOW THEREFORE, the parties agree to the following:

1. Document 2 – State and Local PA Terms and Conditions (E500M 11/06), Article 3 – Product Offerings, Section 3.2 New Items, is hereby modified as follows:

    3.2 – New Items. Esri may, at its sole discretion, offer new Esri Offerings, or larger quantity discount pricing by the submittal of an updated MPA Price List.

2. Document 2 – State and Local PA Terms and Conditions (E500M 11/06), Article 5 – Termination; Cancellation, Section 5.1.b – Termination for Breach is hereby modified as follows:

    5.1.b – Termination for Material Breach. Without prejudice to any other right or remedy available, this PA may be terminated for material breach provided the breaching party is given thirty (30) days' written notice. Termination of this PA shall be effective upon written notice to County if Customer discloses any trade secret or other information proprietary to Esri in breach of this PA.

3. Document 2 – State and Local PA Terms and Conditions (E500M 11/06), Article 5 – Termination; Cancellation, Section 5.2 – Cancellation of an Order is hereby deleted in its entirety and shall be replaced with the following:

    5.2 – Reserved.

4. Document 2 – State and Local PA Terms and Conditions (E500M 11/06), Article 9 – Pricing, Section 9.2 – Hardware is hereby deleted in its entirety and shall be replaced with the following:

    9.2 – Reserved.

5. Document 2 – State and Local PA Terms and Conditions (E500M 11/06), Article 9-Pricing, Section 9.3 Custom Software and Application Services, is hereby modified as follows:

    9.3 – Professional Services. Professional Services are available on a time and materials or firm fixed price basis. The labor rates are subject to annual escalation in January of each year. The scope of work and any additional terms are subject to mutual agreement in the Task Order.

6. Document 2 – State and Local PA Term and Conditions (E500M 11/06), Article 9 – Pricing, Section 9.4 – Reserved, is hereby modified and shall read as follows:

    9.4 – Training Services. Training will be provided in accordance with the policies defined at https://www.esri.com/training/ and the training terms and conditions incorporated within the Master Agreement. Training prices are subject to annual escalation, in January of each year.

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7. Document 2 – State and Local PA Terms and Conditions (E500M 11/06), Article 12 – Hardware Purchases is hereby deleted in its entirety and shall be replaced with the following:

Article 12 – Reserved.

8. Document 3 – Master Agreement No. 329215, Section 2.1 Software, is hereby modified to add/modify the following definitions:

   e. **Development Use:** Customer may install and use Products to build and test Value-Added Applications as described in the Documentation.

   f. Reserved.

   k. **Staging Server License:** Customer may use the Software under a Server License to build and test Value- Added Applications and map caches; conduct user acceptance, performance, and load testing of other third- party software; stage new commercial data updates; and conduct training activities as described in the Documentation. Customer may use Value-Added Applications and map caches with Development and Deployment Server Licenses.

   l. **"Commercial App Deployment License"** means a license to distribute Value-Added Applications to third parties for a fee.

   m. **"Online Services Subscription"** means a limited-term subscription conveying the right for one or more Named Users to access and use Online Services.

9. Document 3 – Master Agreement No. 329215, Section 1.0 – General Grant of Rights and Restrictions is hereby modified as follows:

   1.4 **Trial, Evaluation, and Beta Programs.** Products acquired under a trial, evaluation or under a Beta program are intended for evaluation and testing purposes only and not for commercial use. Any such use is at Customer's own risk, and the Products do not qualify for Maintenance. If Customer does not convert to a purchased license or subscription prior to the expiration of the trial, evaluation or Beta license, Customer may lose any Customer Content and customizations made during the license term. If Customer does not wish to purchase a license or subscription, Customer should export such Customer Content before the license expires.

   1.5 **Educational Programs.** Customer agrees to use Products provided under an educational program solely for educational purposes during the educational use Term. Customer shall not use Products for any Administrative Use unless Customer has acquired an Administrative Use license. **"Administrative Use"** means administrative activities that are not directly related to instruction or education, such as asset mapping, facilities management, demographic analysis, routing, campus safety, and accessibility analysis. Customer shall not use Products for revenue-generating or for-profit purposes.

   1.6 **Grant Programs.** Customer may use Products provided under a grant program for noncommercial purposes only. Except for cost recovery of using and operating the Products, Customer shall not use Products for revenue-generating or for-profit purposes.

   1.7 **Other Esri Limited-Use Programs.** If Customer acquires Products under any limited-use program not listed above, Customer's use of the Products may be subject to the terms set forth in the applicable launching page or enrollment form or as described on Esri's website in addition to the nonconflicting terms of this Agreement.

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10. Document 3 — Master Agreement No. 329215, Section 2.2.a — Permitted Uses, Item 6 is hereby deleted in its entirety and shall be replaced with the following:

   6. Governmental or not-for-profit organizations that operate a website or offer Internet services may use server Software for revenue-generating purposes on a cost-recovery basis and not for profit.

11. Document 3 — Master Agreement No. 329215, Section 3.1 Definitions, is hereby modified as follows:

   a. **"Anonymous Users"** means all who have public access (i.e., without having to provide a Named User Credential) to any part of Customer Content or Value-Added Applications.

   c. **Reserved.**

   d. **"Sharing Tools"** means publishing capabilities included with Customer's authorized use of Online Services or ArcGIS Enterprise that allow Customer to make Customer Content and Value-Added Applications available to third parties or Anonymous Users.

12. Document 3 — Master Agreement No. 329215, Section 3.3 Access to Value Added Applications, is hereby deleted in its entirety and shall be replaced with the following:

3.3 Value-Added Applications

1. Customer is responsible for the development, operation, and technical support of Customer Content and Value-Added Applications.

2. Customer may not embed a Named User Credential into Value-Added Applications. Value-Added Applications that enable access to Customer Content that is not publicly shared through the use of Sharing Tools must require individual users to log in to the application(s) with their unique Named User login credentials.

3. Customer may embed an App Login Credential into Value-Added Applications that provide access by Anonymous Users to services or Content, that has been published for shared access by Anonymous Users through the use of Sharing Tools.

4. Customer may not embed an App Login Credential into Value-Added Applications that enables access to Customer Content that is not publicly shared through the use of Sharing Tools. Value-Added Applications that enable access to Customer Content that is not publicly shared through the use of Sharing Tools must require individual users to log in to the application(s) with their unique Named User login credentials.

5. Customer may not provide a third party, other than third parties included within the definition of Named Users, with access to Software or Online Services, other than through Customer's Value-Added Application(s).

6. Customer may transfer Value-Added Applications to any third party for use in conjunction with the third party's own Software license or Online Services Subscription.

13. Document 3 — Master Agreement No. 329215, Section 3.6 Subscription Fee Changes, is hereby deleted in its entirety and shall be replaced with the following:

3.6 — Reserved.

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14. Document 3 – Master Agreement No. 329215, Section 3.7 Customer Content, Subparts 'a' and 'c.' are hereby modified as follows:

   a. *Ownership.* Esri does not acquire any rights in Customer Content under this Agreement other than as needed to provide Esri Offerings and Services to Customer. Except for the limited rights granted to Esri under this Agreement, Customer retains all right, title, and interest in Customer Content. Customer hereby grants Esri and Esri's subcontractors a nonexclusive, nontransferable, worldwide right to host, run, modify and reproduce Customer Content as needed to provide Cloud Services to Customer. Without Customer's written permission, Esri will not access, use, or disclose Customer Content except as reasonably necessary to support Customer's use of Cloud Services,. If Customer accesses Cloud Services with an application provided by a third party, Esri may disclose Customer Content to such third party as necessary to enable interoperation between the application, Cloud Services, and Customer Content. Esri may disclose Customer Content if required to do so by law or regulation or by order of a court or other government body, in which case Esri will reasonably attempt to limit the scope of disclosure. It is Customer's sole responsibility to ensure that Customer Content is suitable for use with Cloud Services and for maintaining regular offline backups using the Cloud Services export and download capabilities.

   c. When Customer's use of Cloud Services ends, Esri will either:

   1. make Customer Content available to Customer for download for a period of 30 days unless Customer requests a shorter window of availability or Esri is legally prohibited from doing so; or

   2. Download all Customer Content in Esri's possession to a medium of Customer's choosing and deliver such Customer Content to Customer

   Esri will have no further obligations to store or return Customer Content at the conclusion of the Cloud Services.

15. Document 3 – Master Agreement No. 329215, Section 3.8 – Limits on Use of Online Services, Service Credits, is hereby deleted in its entirety and shall be replaced with the following:

   3.8 – Reserved.

16. Document 3 – Master Agreement No. 329215, Section 3.9 – Named User Licenses is hereby added and shall read as follows:

   3.9 – Named User Licenses

   a. **Named Users.**

   1. Named User login credentials are for designated users only and may not be shared with other individuals.

   2. Customer may reassign a Named User License to another user if the former user no longer requires access to the Software or Online Services.

   3. Customer may not add third parties as Named Users, other than third parties included within the definition of Named Users.

   b. **Anonymous Users.** Anonymous Users may only access Software or Online Services through Value-Added Applications that provide access to services or Content, that has been published for shared access through the use of Sharing Tools.

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17. Document 3 – Master Agreement No. 329215, Section 4.2 – Permitted Uses, is hereby deleted in its entirety and shall be replaced with the following:

4.2 – Permitted Uses.

a. Unless otherwise authorized in writing, Customer may only use Data with the Products for which Esri has provided the Data.

b. Subject to the restrictions set forth in this Agreement and provided that Customer affixes an attribution statement to the Data representations acknowledging Esri or its applicable licensor(s) as the source of the portion(s) of the Data used for the Data representation, Customer may:

   1. Create representations of Data in hard-copy or static, electronic format (e.g., PDF, GIF, JPEG, HTML); in ArcGIS Web Maps; or in Esri Story Maps apps for the purposes of visualizing Data (including basic interactions such as panning, zooming, and identifying map features with simple pop-ups); and

   2. Use and include such representations of Data in presentation packages, marketing studies, or other reports or documents containing map images or data summaries derived from the use of Esri Products to third parties.

c. Customer may take Online Services basemaps offline through Esri Content Packages and subsequently deliver (transfer) them to any device for use with licensed ArcGIS Runtime applications and ArcGIS Desktop. Customer may not otherwise scrape, download, or store Data.

d. Customer may make any internal use of geocoded results that are obtained and stored in compliance with this Agreement. Customer may not redistribute geocoded results except to (i) use and/or display on a map in connection with Customer's public, non-revenue generating website(s), (ii) permit access to third-parties for the purposes of Customer's business, or (iii) deliver to third parties, on a noncommercial/non-revenue generating basis, static results, static output or static base map renderings.

18. Document 3 – Master Agreement No. 329215, Section 4.3 – Use Restrictions, is hereby modified to replace subpart g, and add subpart h.:

g. *Michael Bauer Research International Boundaries Data ("MBR Data")*. Customer's right to use data downloaded to Customer's premises (e.g., MBR Data stored in ArcGIS Enterprise, ArcGIS Desktop) terminates 2 years after download.

h. Customer may not use Data outside of the Software and Online Services to teach or train machine systems, models, software, databases, algorithms, and programs, including neural networks ("AI/ML Systems") that learn from experience, adjust to new inputs, and perform humanlike tasks, which allow those systems to sense, comprehend, act and learn.

19. Document 3 – Master Agreement No. 329215, Section 6.0 – PROFESSIONAL SERVICES, is hereby deleted in its entirety and shall be replaced with the following:

6.0 PROFESSIONAL SERVICES

6.1 Definition. The following definition supplement the definitions provided in Attachment A:

a. **"Professional Service Package(s)"** means a predefined unit of Professional Services, provided at a firm fixed price.

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6.2 Permitted Uses. Customer may use, copy, and modify Deliverables solely in conjunction with Customer's authorized use of Products.

6.3 Task Orders and Project Schedule.

a. Esri will provide Professional Services and Deliverables as specified in the Task Order.

b. Each Task Order will reference this Agreement and specify the commencement date and, if known, the period of performance.

c. Task Orders may have the format shown in Attachment C or any other agreed-upon format.

d. Each party will identify, in writing, the project manager who is responsible for Professional Services and Deliverables described in Task Orders. By written notice to the other party's technical administrator, either party may replace the project manager at any time with a similarly qualified person.

e. Other than pricing and descriptions of Professional Services to be performed, terms and conditions in a Task Order are not binding unless both parties have signed the Task Order. The terms of a signed Task Order take precedence over conflicting terms in this Agreement.

6.4 Ownership of Deliverables. Esri or its licensors own and retain ownership of Deliverables.

6.5 Acceptance.

a. **For Firm Fixed Price Task Orders.** Unless otherwise agreed to in the applicable Task Order, Customer will complete its acceptance review within 10 working days of receiving each Deliverable and classify the Deliverables as follows:

  1. "DELIVERABLE ACCEPTED" means a Deliverable conforming to the applicable Task Order with no more than minor nonconformities.

  2. "DELIVERABLE ACCEPTED WITH REWORK" means a Deliverable substantially conforming to the applicable Task Order but having a significant number of identified nonconformities and accepted subject to rework by Esri. Esri will rework the Deliverable for the identified nonconformities and resubmit it within 30 days. Customer will rerun its acceptance review for the nonconformities detected in the initial review within 10 working days of such resubmission and will reclassify the Deliverable as either DELIVERABLE ACCEPTED or DELIVERABLE REJECTED.

  3. "DELIVERABLE REJECTED" means a Deliverable that fails to substantially conform to applicable Task Order(s). Esri will rework the Deliverable and resubmit it to Customer within 30 days, at which time Customer will have 10 working days to rerun its acceptance review and reclassify the deliverable as either DELIVERABLE ACCEPTED or DELIVERABLE REJECTED.

Customer may not use any Deliverable in its business operations before acceptance as described in a.1 or a.2. If Customer does not notify Esri in writing within 10 working days after delivery that it has classified the Deliverable as ACCEPTED WITH REWORK or REJECTED in accordance with a.2 or a.3, or if Customer uses the Deliverable in its business operations, the Deliverable will be deemed, as of the first of either of these events to occur, to have been accepted.

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b. **For Task Orders with Professional Service Packages.** Professional Services that Esri performs under Professional Service Packages will be deemed accepted unless Customer notifies Esri within 10 days after performance. Customer may purchase additional Professional Service Packages as needed to complete Customer's work requirements.

c. **For Time and Materials Task Orders.** Professional Services are provided strictly on a time and materials basis subject to the Task Order not-to-exceed funding limit. The Professional Services provided will be deemed accepted and in compliance with the professional and technical standards of the software industry unless Customer notifies Esri within 10 days after performance. Deliverables produced under a time and materials Task Order are consulting hours only will not be subject to acceptance testing.

6.6 Warranty for Deliverables. Esri warrants to Customer that firm fixed price Deliverables materially comply with Specifications for a period of 90 days from acceptance, subject to the limitations and disclaimers of liability set forth in the "Limited Warranties and Disclaimers" section of Attachment B.

6.7 Changes. The parties may make changes within the general scope of a Task Order by mutual agreement. To document any agreed-to scope changes within the general scope of the Task Order that affects the cost or time required to provide a Deliverable, the parties will jointly sign a written amendment to the Task Order that includes an equitable adjustment in the price, schedule, or both.

6.8 Customer Termination for Convenience. Customer may terminate any Task Order at any time upon 30 days' written notice to Esri and upon payment to Esri of all amounts due to date pursuant to this Agreement, including reasonable expenses incurred as a direct result of the termination and the pro rata contract price for the Task Orders affected.

6.9 Payment; Invoices.

a. **For Firm Fixed Price Task Orders.** Unless otherwise specified in a Task Order, Esri will prepare and submit monthly invoices based on the percentage of completion for each Deliverable as of the end of the preceding month. Upon acceptance of all Deliverables under a Task Order, the unpaid balance of the total Task Order value is due.

b. **For Professional Service Packages.** Esri will submit an invoice for Professional Service Packages on receipt of an agreed-upon Task Order. Esri may, at its sole discretion, stop work to avoid exceeding the total labor hours or number of days allotted in the applicable Professional Service Package description set forth in the applicable scope of work. Professional Service Packages expire if not used within 12 months of the Esri invoice date.

c. **For Time and Materials Task Orders.**

1. Esri will submit to Customer written monthly invoices to the Customer address provided in the Task Order. The invoices will include the payment due for work performed, including travel time, and any other direct costs (ODCs) incurred as authorized under a Task Order. The amount invoiced for labor will be equal to the number of hours expended during the previous month, multiplied by the applicable labor rates. Esri will invoice meals on a per diem basis in accordance with the full daily limits specified on the government Defense Travel website at https://www.defensetravel.dod.mil/site/perdiemCalc.cfm. Esri may escalate hourly labor rates for Services; any increase in the first 5 years will not exceed 5 percent per year. Esri will invoice ODCs, including travel-related expenses incurred, plus a 15 percent burden.

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2. Esri may reallocate the budget between activities, labor categories, and ODCs as necessary to facilitate the work effort, provided the overall price is not exceeded. If Esri reaches the funded not-to-exceed Task Order value and the activities are not completed, Customer may increase the order funding to allow additional work to be performed, or Esri may stop work without further obligation or liability.

6.10 System and Data Access. Each Task Order will specify any requirement for Customer to give Esri personnel access to Customer's systems or data.

20. Document 3 – Master Agreement No. 329215, Section 7.0 – ESRI MANAGED CLOUD SERVICES, is hereby deleted in its entirety and shall be replaced with the following:

7.0 ESRI MANAGED CLOUD SERVICES

7.1 Definitions. The following definitions supplement the definitions provided in Attachment A:

a. **"Esri Managed Cloud Services Environment"** means the hardware, Software, Data, and network platform that Esri or its third-party supplier provides as part of Esri Managed Cloud Services.

b. **"Hosting"** means the business of housing and making accessible Customer Content via the Internet.

7.2 Provision of Esri Managed Cloud Services.

a. **General Terms.** Use of Esri Managed Cloud Services is subject to the Cloud Services terms found in Attachment B of this Agreement.

b. **Requirements Planning.** It is Customer's responsibility to plan for and address with Esri changes to Customer's requirements, such as the need for additional capacity, the update of an application or dataset, or increased level of system availability.

c. **Compensation and Expenses.** Esri will invoice Customer for the one-time setup fee upon Task Order execution. Thereafter, Esri will invoice Customer monthly for the Esri Managed Cloud Services to be provided the following month. Customer will pay invoices within 30 days of receipt. Customer is responsible for any shipping or temporary storage costs incurred during the delivery of Customer Content to Esri or removal of Customer Content from the Esri Managed Cloud Services Environment. This paragraph does not apply to Esri Managed Cloud Services provided under the Advantage Program (see the section entitled "Advantage Program" in this Agreement).

d. **Risk of Loss.** Risk of loss for all Customer Content shall at all times remain with Customer, and it is Customer's sole responsibility to maintain regular backups of Customer Content. Risk of loss for the Esri Managed Cloud Services Environment shall at all times remain with Esri.

e. **Personally Identifiable Information.** Prior to providing any Customer Content under this Agreement, Customer shall notify Esri if Customer Content includes personally identifiable information.

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f.   **Public Software.** Customer may not use, and may not authorize its end users or contractors to combine or use any Esri Offerings with any software (including any underlying dependencies), documentation, or other material distributed under an open source or other similar licensing or distribution model that requires as a condition of such model that any component of the Esri Offering to be (1) disclosed or distributed in source code form, (2) made available free of charge to third parties, or (3) modifiable without restriction by third parties.

g.   **Monitoring.** Customer will provide information and other materials related to its Customer Content as reasonably requested by Esri or its Hosting partner to verify Esri's or Customer's compliance with this Agreement. Esri or its Hosting partner, as applicable, may browse, index, or otherwise monitor the external interfaces of any Customer Content solely for the purpose of verifying compliance with this Agreement.

21.   Document 3 – Master Agreement No. 329215, Section 8.0 – TRAINING, is hereby deleted in its entirety and shall be replaced with the following:

8.0 TRAINING

8.1 Definitions. The following definitions supplement the definitions provided in Attachment A:

a.   **"Customer-Supplied Training Data"** means any digital dataset(s) including, but not limited to, geographic vector data, coordinates, raster data reports, or associated tabular attributes supplied by Customer for use in training.

b.   **"Esri Academy LMS Integration Subscription"** means an optional term-limited subscription to Esri Academy enabling a specific number of unique Customer student(s) access to Self-Paced E-Learning through the customer's Learning Management System.

c.   **"Esri E-Learning Content (SCORM Format) License"** means an optional term-limited license that provides Esri customers with Esri's e-learning content in SCORM (Shareable Content Object Reference Model) format to import into their Learning Management System.

d.   **"Esri Mobile Lab"** means a service in which Esri will deliver and set up a training environment at the Customer's site for use in conjunction with scheduled Esri Training Events only. The Esri Mobile Lab will include certain hardware, software, power cords, and network switches necessary for the instructor to set up the environment.

e.   **"Esri Training Event(s)"** means an Esri site class, Esri instructor-led online class, a Customer site/private class, workshop, or coaching services.

f.   **"Esri Training Representative"** means Customer's primary Esri liaison in organizing private Esri Training Events.

g.   **"Student(s)"** means a Customer employee or agent who is a registered participant in a specific Esri Training Event or Training-related services. If Customer is an individual, then Student means Customer.

h.   **"Training Pass"** means a nonrefundable, nontransferable block of prepaid training days with a fixed price per day throughout the Term of the Training Pass.

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i. **"Esri Mobile Router"** means a service in which Esri will deliver and setup a mobile router at the Customer's site for use in conjunction with a scheduled Esri Training Event only. The mobile router provides high-speed wireless internet access needed to run the Esri Training Event.

j. **"Learning Management System" or "LMS"** shall mean third-party software acquired separately by Customer that allows Customer to consume E-Learning Content (SCORM Format) for the purpose of re-serving it to the Customer's internal employees.

8.2 Permitted and Prohibited Uses.

a. Esri provides Training Materials for Training purposes only and for the exclusive use of the Student who attends the Training course for which the Training Materials are provided.

b. Customer may reproduce copies of Training Materials for registered Students.

c. Customer may not and may not permit any Student to (i) separate the component parts of Training Materials for any use or (ii) use audio or video recording equipment during an Esri Training Event.

d. Esri may issue temporary Product authorizations if Customer has an insufficient number of Products available for Training. Customer may use such Products as Training Materials under the terms of this Agreement. Customer will uninstall all deployed Products and return any media provided by Esri upon conclusion of the Esri Training Event.

e. Customer will retain ownership of any Customer-Supplied Training Data.

8.3 Esri's Responsibilities.

Esri will

a. Provide an instructor qualified to conduct Training;

b. Provide all necessary Training Materials for Student; and

c. Confirm Esri Training Events approximately 10 business days prior to the scheduled start date. Esri will only confirm Student registrations that include a payment method. Registrations without a confirmed payment method are placed on the reservation waiting list. All reservations on the waiting list are subject to availability. Customer site/Private class and coaching services confirmation is also dependent on receipt of the completed Customer site training request form.

8.4 Customer's Responsibilities.

Customer will

a. Ensure that all Students have received confirmation from Esri to participate in an Esri Training Event. Esri reserves the right to disconnect any Student who permits unregistered student access to an online classroom Esri Training Event. In such case, the full Esri Training Event fee will be invoiced and payable;

b. Ensure that all Students meet the minimum prerequisites for the applicable Esri Training Event as listed on Esri's training website;

c. Submit Student registrations with payment method information at least 15 business days before the scheduled start date;

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d.   Provide the Esri Training Representative with a list of names and email addresses of any Students who are to attend an Esri Training Event at least 3 business days before the scheduled start date, for compliance with the US embargoed country lists and the various US Government Lists of Parties of Concern or Specially Designated Nationals lists;

e.   For classes held at the Customer-designated facility, complete a client-site training request form; consult with Esri personnel to determine classroom, computer, and network requirements; and provide all such required classrooms, computers, and network access;

f.   Ensure that Student use of Training Materials provided by Esri complies with the terms of this Agreement; and

g.   Assume full liability and responsibility for Student attending Training course(s) under this Agreement.

h.   If the Esri Mobile Lab or Mobile Router is used, Customer will

    1.   Take delivery of the Esri Mobile Lab or Mobile Router from the shipping agent, and keep it in a secure, locked area at all times;

    2.   Immediately report any previously damaged Esri Mobile Lab or Mobile Router equipment to the Esri Training Representative upon receipt of the shipment; and

    3.   Be financially responsible for loss of, damage to, or theft of Esri Mobile Lab or Mobile Router equipment while in Customer's possession.

8.5 Student Registration and Training Event Change Policy.

a.   Customer will provide advance written notice to Esri Customer Service at service@esri.com to reschedule or cancel any Esri Training Event or to substitute a student in a scheduled Esri Training Event.

b.   A replacement Student must be from the same Customer organization as the Student being replaced.

c.   If Customer reschedules an Esri Training Event three or fewer days before the scheduled start date, Esri will charge Customer 50 percent of the fee plus the cost of the rescheduled Esri Training Event.

d.   If Customer (i) cancels an Esri Training Event 3 or fewer days before the scheduled start date without concurrently rescheduling or (ii) is absent without notice from the Esri Training Event, Customer will be liable for the full Esri Training Event fee.

e.   If cancellation of an Esri Training Event is necessary due to causes beyond the party's reasonable control, the affected party may reschedule or cancel the Esri Training Event without incurring any liability.

f.   *Termination of Agreement.* Students who are currently registered for an Esri Training Event as of the date of termination of this Agreement may attend the scheduled Esri Training Event, subject to the terms and conditions of this Agreement.

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8.6 Invoicing; Prepaid Fees.

a.   Esri will invoice Customer upon completion of the Esri Training Event or on purchase of a Training Pass. On Customer request, Esri will invoice in advance for an Esri Training Event.

b.   If Customer is invoiced and pays that invoice prior to the scheduled Esri Training Event, then Customer has 1 year from the date of the invoice to consume training days. For a multiyear order, training days must be consumed by the end date specified on the Esri quotation. Thereafter, all prepaid fees are forfeited.

c.   Training Pass policies and redemption rates are described at https://www.esri.com/training/training-for-organizations/.

This section 8.6 does not apply to Training provided under the Advantage Program.

8.7 Availability and General Provision of Wireless Service

a.   Esri will not be liable for any failure of or delay in the performance of this Agreement for the period that such failure or delay is due to wireless service interruptions or unavailability.

8.8 Esri E-Learning in the Customer's Learning Management System

a.   Esri E-Learning Content (SCORM format) License, specific terms of use incorporated by reference are found at https://www.esri.com/content/dam/esrisites/en-us/media/legal/scorm-lms/scorm-terms-and-conditions.pdf

b.   Esri Academy LMS Integration Subscription, specific terms of use incorporated by reference are found at https://www.esri.com/content/dam/esrisites/en-us/media/legal/scorm-lms/lms-terms-and-conditions.pdf.

22.   Document 3 – Master Agreement No. 329215, Section 9.0 – ESRI ENTERPRISE ADVANTAGE PROGRAM, is hereby deleted in its entirety and shall be replaced with the following:

9.0 ADVANTAGE PROGRAM

9.1 Definitions. The following definitions supplement the definitions provided in Attachment A:

a.   **"Activity Description"** means a mutually agreed upon written statement that confirms the number of Learning and Services Credits that Esri estimates is required to perform an activity and authorizes Esri to begin work based on such estimate. The Activity Description serves as the Task Order for Services provided under the Advantage Program.

b.   **"Advantage Program"** means either Advantage Program, as described at www.esri.com/services/eeap/components, or the Advantage Program for Partners, as described at www.esri.com/partners/bpap/components.

c.   **"Authorized Contact"** means Customer's point of contact for the Advantage Program identified below.

d.   **"Learning and Services Credits"** means a contracted unit of exchange that Customer may use to acquire Professional Services, Training, PSS, Esri Managed Cloud Services, or related travel expenses as described below.

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e. **"Premium Support Services"** or **"PSS"** means a prioritized incident management and technical support program further described at https://support.esri.com/en/support/premium.

f. **"Advisor"** means an Esri consultant assigned to work with Customer to provide Professional Services such as advising Customer on GIS strategies, facilitating annual planning, and developing and coordinating a collaborative work plan under the Advantage Program.

9.2 Advantage Program Description. The Advantage Program is provided on an order-by-order, annual subscription basis and provides strategy and planning support in addition to a menu of items including Professional Services, Training, PSS, and Esri Managed Cloud Services that Customer can select to best meet its needs with guidance from Advisor. The Advantage Program may change from time to time. The Advantage Program includes the following:

a. **Advisor.** Customer will receive up to the number of Advisor hours ordered. Customer may elect to retain additional Advisor hours for a supplemental price.

b. **Annual Planning Meeting.** A 1-day annual planning meeting is included.

c. **Work Plan.** A collaboratively developed document is designed to drive the program's implementation through definition of Customer's GIS vision, goals, and objectives.

d. **Learning and Services Credits.** Customer will receive the number of Learning and Services Credits ordered. Customer may use the credits toward any combination of Professional Services, Training, PSS, Esri Managed Cloud Services, or related travel expenses. Customer may order, for an additional price, additional Learning and Services Credits. Learning and Services Credits may be exchanged as described at the applicable Advantage Program website. Esri will provide a monthly report outlining usage of Learning and Services Credits to date to the Authorized Contact.

e. **Technology Webcasts.** Esri will provide an email invitation to the Authorized Contact for webcasts presenting business and technical information related to enterprise GIS.

f. **No Project Services.** The Advantage Program is not designed for Esri to provide project-specific Professional Services such as custom application or database development for solutions or applications. Esri will not provide these types of Professional Services under the Advantage Program and does not warrant that Deliverables provided under an Advantage Program will comply with Specifications.

9.3 Authorized Contact Information. Customer identifies the following person as its initial Authorized Contact.

(to be completed by Customer):

Contact Name: Sarah Wright _____
Address: 500 S. Grand Central Parkway _____
City, State, ZIP: Las Vegas, Nevada 89155 ___

Email: Sarah.Wright@Clarkcountynv.gov _____
Telephone: _____
Fax: _____

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9.4 Current on Maintenance. Customer must remain current on standard Software Maintenance during the Advantage Program term.

9.5 Authorization of Learning and Services Credits Use. Customer will contact its account manager or Advisor to consume Learning and Services Credits for a particular request. Esri will submit an Activity Description by email to Customer for confirmation and authorization to use Learning and Services Credits. Customer may authorize the consumption of Learning and Services Credits by submitting an email. Esri will begin work and deduct the estimated credit amount stated in the Activity Description from the unused Learning and Services Credits available.

9.6 Activity Descriptions for Esri Managed Cloud Services. The Activity Description for Esri Managed Cloud Services orders must include the following:

a. **The Esri Managed Cloud Services Term.** The time period in which Esri provides the Esri Managed Cloud Services to Customer. The Esri Managed Cloud Services term does not begin until setup and deployment of the data and application are complete.

b. **Targeted System Availability.** The minimum percentage of time that Customer has external access to the application and associated Customer Content through the Internet. Examples of supported levels of system availability are 95 percent, 99 percent, and 99.9 percent. Not all Esri Managed Cloud Services offerings include a Targeted System Availability.

c. **Number of Anticipated Requests.** A The number of requests made by an end user through a client (e.g., desktop computer, web application, mobile device) and sent to a server(s) that is set up in the Esri Managed Cloud Services Environment by Esri and performs computational tasks on behalf of the end user. An example of a common request used in a GIS is a map request. A map request is made every time a user pans, zooms, or queries a map service.

d. **Amount of Data Storage.** The storage capacity required to retain digital data, which is to be used and consumed in Customer GIS applications or Cloud Services.

d. **Learning and Services Credits Consumption.** The price for the Esri Managed Cloud Services in Learning and Services Credits.

The Data storage location may be defined in the Activity Description.

9.7 Travel and Per Diem Expenses. Any Esri travel and per diem expenses will be quoted separately. Travel expenses will include a 15 percent burden, and meal per diem will be determined in accordance with the full daily limits specified on the government Defense Travel website at https://www.defensetravel.dod.mil/site/perdiemCalc.cfm. Customer will use Learning and Services Credits for travel and per diem expenses.

9.8 Notification of Consumed Credits. Esri will notify Customer if the authorized Learning and Services Credits are consumed prior to completion of the requested work. Customer may elect to direct the use of additional Learning and Services Credits, if available; procure additional Learning and Services Credits; or notify Esri to stop work on such requested work. Esri reserves the right to stop work if Customer has consumed all its Learning and Services Credits.

9.9 Review of Proposed Activities. Any activities proposed to be completed under the Advantage Program will be subject to Esri's review and approval to ensure alignment with the intent of the program.

9.10 Invoicing.

a.   Esri shall invoice Customer as quoted for the Advantage Program subscription, additional Learning and Services Credits, or Advisor services upon receipt of Customer's order. Subsequently, Esri will invoice annually at least 30 days in advance of the Advantage Program subscription expiration date. Esri will extend the Advantage Program subscription for a subsequent annual term upon receipt of Customer's payment of the renewal invoice. Esri will invoice fees for additional Learning and Services Credits or Advisor services upon receipt of Customer's order.

b.   Pricing for program renewals and new or additional Services will be in accordance with Esri's standard pricing at the time of purchase or renewal.

9.11 Termination and Expiration. Upon termination or expiration of an Advantage Program subscription:

a.   Services will end as of the expiration or termination date stated; and

b.   Unless either party terminates the Advantage Program subscription for cause, Customer may apply any unused Learning and Services Credits toward any Professional Services, Training, PSS, or related travel expenses that are scheduled as of the termination or expiration date, provided that the Learning and Services Credits are used within 3 months after the termination or expiration date. Any other unused Learning and Services Credits will expire 30 days after the expiration or termination date; if Customer renews the Advantage Program subscription within this time period, any unused Learning and Services Credits will remain valid for up to 2 years from the purchase date or termination of this Agreement, whichever comes first.

23.   Document 3 – Master Agreement No. 329215, Attachment A – Glossary of Terms is hereby modified to modify the definitions below:

-      The definition of "**Commercial ASP Use**" is hereby deleted and replaced with the following: Reserved.

-      "**Content**" means data, images, photographs, animations, video, audio, text, maps, databases, data models, spreadsheets, user interfaces, graphics components, icons, software, and other resources used in connection with Esri Offerings and Services.

-      "**Deliverables**" means anything that Esri delivers to a Customer as a result of performance of Professional Services

-      "**Documentation**" means all user reference documentation that Esri provides with a Deliverable or an Esri Offering.

-      "**Esri Offering(s)**" means any Product or Documentation. If Esri provides Training or Professional Services directly to Customer, then Esri Offerings also include Deliverables and Training Materials. Esri Offerings exclude Services and Third-Party Content.
-      "**Named User License**" the right for a single Named User to use a specific Esri Offering.

-      The definition of "**Personal Use**" is hereby deleted and replaced with the following: Reserved.

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"Subscription" means a license for use of an Esri Offering for a limited time period or a right to receive Services for a limited time period.

24. Document 3 – Master Agreement No. 329215, Attachment B – General Terms and Conditions, Article 3 – Limited Warranties and Disclaimers, Section 3.5 – Exclusive Remedy, is hereby modified as follows:

   3.5 - Exclusive Remedy. Customer's exclusive remedy and Esri's entire liability for breach of the limited warranties in this section will be to replace any defective media and to either (i) repair, correct, or provide a workaround for the applicable Esri Offering or Services or (ii) at Esri's election, terminate Customer's right to use and refund the fees paid by Customer for Esri Offerings or Services that do not meet Esri's limited warranties, provided that Customer uninstalls, removes, and destroys all copies of the applicable Esri Offerings; ceases accessing and using the applicable Cloud Services; and executes and delivers evidence of such actions to Esri or its authorized distributor.

25. Document 3 – Master Agreement No. 329215, Attachment B – General Terms and Conditions, Article 4-Limitation of Liability, Section 4.2 is hereby modified as follows:

   4.2. The limitations and exclusions of liability in the preceding paragraph do not apply to Customer's infringement, misuse, or misappropriation of Esri's or Esri's licensors' intellectual property rights, either party's indemnification obligations, gross negligence, willful misconduct, or violations of the Export Compliance clause of this Agreement.

26. Documents 3 – Master Agreement No. 329215, Attachment B, Article 5 – Indemnifications, Section 5.4 – Conditions for Indemnification is hereby modified as follows:

   5.4 - Conditions for Indemnification. As conditions for indemnification, Indemnitee will (i) promptly notify Esri in writing of the Claim, (ii) provide all available documents describing the Claim, (iii) give Esri sole control of the defense of any action and negotiation related to the defense or settlement of any Claim, and (iv) reasonably cooperate in the defense of the Claim at Esri's request and expense.

27. Document 3 – Master Agreement No. 329215, Attachment B – General Terms and Conditions, Article 7 – Security and Compliance, Section 7.3 – Export Compliance is hereby deleted in its entirety and shall be replaced with the following:

   7.3 – Export Compliance. Each party will comply with all applicable export and trade sanctions laws and regulations, including the US Department of Commerce's Export Administration Regulations (EAR), the US Department of State's International Traffic in Arms Regulations (ITAR), the US Department of Treasury, Office of Foreign Assets Control (OFAC) Regulations, and other applicable export laws. Customer will not export, reexport, transfer, release, or otherwise dispose of, in whole or in part, or permit access to or transfer or use of Services or Esri Offerings to any United States embargoed countries currently including Iran, North Korea, Cuba, Russia, Belarus, Crimea region of Ukraine, the Donetsk People's Republic (DNR) and Luhansk People's Republic (LNR), or denied entities or persons except in accordance with all then-current applicable US government export laws and regulations. Customer will not export, reexport, transfer, or use Services or Esri Offerings for certain missile, nuclear, chemical, or biological activities or end uses without proper authorization from the US government. Customer shall immediately notify Esri in writing if any US government entity or agency denies, suspends, or revokes Customer's export privileges. Customer will not upload, store, or process in Cloud Services any Customer Content that (i) has an Export Control Classification Number (ECCN) other than EAR99 or (ii) is controlled for export from the United States under ITAR or (iii) is subject to the EAR where the cloud host is

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on the US government's Specially Designated Nationals List, Denied Entity List, Unverified List or Denied Parties List or any other US government restricted list. Customer will notify Esri in advance if Esri's performance of any Services or provision of any Esri Offerings is related to any defense article, defense service, or technical data, as defined under the ITAR Sections 120.31, 120.32 and 120.33, respectively; Esri will not perform any such Services or provide any such Esri Offerings until Esri obtains any necessary export license from the US government. Customer will reasonably assist Esri in applying for and obtaining an export license if needed.

28. Document 3 – Master Agreement No. 329215, Attachment B – General Terms and Conditions, Article 8- Cloud Services, Section 8.1 Prohibited Uses, Subparts 'a.' and 'f.' are hereby modified as follows:

   a. Creates or transmits spams, spoofings, or phishing email; transmits junk email or offensive, hate related or defamatory material; or stalks or makes threats of physical harm;

   f. Benchmarks the availability, performance, or functionality of Cloud Services.

29. Document 3 – Master Agreement No. 329215, Attachment B – General Terms and Conditions, Article 9 – General Provisions, Section 9.5 – Taxes and Fees; Shipping Charges is hereby modified as follows:

   9.5 - Taxes and Fees; Shipping Charges. Pricing of Esri Offerings and Services that Esri quotes to Customer is exclusive of any and all applicable taxes or fees including, but not limited to, sales tax, use tax, or value-added tax (VAT); customs, duties, or tariffs; and shipping and handling charges; and vendor enrollment fees. Esri will add any fees that it is required to pay to the total amount of its invoice to Customer. Esri may include estimated taxes and shipping and handling charges in its quotations but may adjust these fees on invoicing. For Customers outside the United States, the authorized distributor may quote taxes or fees in accordance with its own policies.

30. Document 3 – Master Agreement No. 329215, Attachment B – General Terms and Conditions, Article 9 – General Provisions, Section 9.11 – US Government Customer is hereby modified as follows:

   9.11 – US Government Customer. The Products are commercial items, developed at private expense, provided to Customer under this Agreement. If Customer is a US government entity or US government contractor, Esri licenses or provides subscriptions to Customer in accordance with this Agreement under FAR Subparts 12.211/12.212 or DFARS Subpart 227.7202. Esri Data and Online Services are licensed or subscribed under the same DFARS Subpart 227.7202 policy as commercial computer software for acquisitions made under DFARS. Products are subject to restrictions, and this Agreement strictly governs Customer's use, modification, performance, reproduction, release, display, or disclosure of Products. Agreement provisions that are inconsistent with federal law regulation will not apply. A US government Customer may transfer Software to any of its facilities to which it transfers the computer(s) on which it has installed such Software. If any court, arbitrator, or board holds that a US government Customer has greater rights to any portion of the Products under applicable public procurement law, such rights will extend only to the portions affected.

31. The Maintenance and Support Program attached to the PA is hereby deleted in its entirety and shall be replaced with the Maintenance and Support Program attached to this Amendment No. 3.

Except as may be specifically modified by this Amendment No. 3, all other terms and conditions of the PA and any Amendment(s) or Addendum(s) constitute the entire agreement between the parties and supersede all prior and contemporaneous agreements or representations, written or oral, concerning the subject matter of the PA.

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Amendment No. 3
To Agreement No. 00108147.0

Clark County Contract No. CBE 604790-18

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IN WITNESS WHEREOF, the parties hereto have executed this Amendment No. 3 as of the date of the last party to sign below.

ACCEPTED AND AGREED

CLARK COUNTY (Customer)		**ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE, INC.** (Esri)
Signature:		Signature: _Annette Kazandjian (Dec 15, 2025 13:55:42 PST)_
Printed Name:		Printed Name: Annette Kazandjian
Title:		Title: Managing Business Attorney
Date:		Date: Dec 15, 2025

APPROVED AS TO FORM:

STEVEN B. WOLFSON
District Attorney

By: _Sarah Schaerrer_
Sarah Schaerrer (Dec 24, 2025 08:16:11 PST)

SARAH SCHAERRER
Deputy District Attorney

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Amendment No. 3
To Agreement No. 00108147.0
Clark County Contract No. CBE 604790-18

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Maintenance and Support Program

Customers in the United States that keep their Maintenance or Subscription(s) current have access to support for Qualifying Products. Qualifying Products may be included in an Enterprise Agreement or licensed individually. Support may vary by product, license type, subscription, program, and in accordance with the Esri Product Life Cycle Support Policy found at https://downloads2.esri.com/support/TechArticles/Product-Life-Cycle.pdf, and may include some or all the following:

- Standard Technical Support
- New versions and Software Updates, Hot Fixes and Patches
- Self-Paced E-Learning
- Esri User Conference registration
- Access to ArcGIS Living Atlas Subscriber Content
- Access to the latest ArcGIS Solutions

For a current description of support by product, license type, subscription, or program, please visit https://go.esri.com/qualifying-products. For additional details about Esri's support program visit https://www.esri.com/benefits or contact Esri Customer Service.

Add-On Support Programs

Customers current on support may purchase one or more of the following add-on support programs on an annual basis (**"Add-On Support Programs"**), which will run concurrently with their support term:

- Premium Support Services (**"PSS"**)
- Special Events Premium Support Services (**"SEPSS"**)
- North America Regulated Industries Support (**"NORUS"**)
- After Hours Support
- Enablement Support Services (**"ESS"**)

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, chat, or Esri Support App 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 the Esri technical support team.

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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 Licensee Authorized Contact" or "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 support programs.

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 will be available for Customer to download during the support 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. Unless otherwise agreed to in another agreement between Customer and Esri, Esri will provide support for Qualifying Products during an Enterprise Agreement term, Maintenance term, or the term of a Subscription following Esri's acceptance of an order.

2.2 Renewals. Esri will issue a quote approximately 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).

2.3 Past-Due Renewals (Subscriptions). If Customer does not renew a Subscription to a Qualifying Product prior to the renewal quote's expiration date, but at a later date wants to renew their Subscription, Esri will quote associated fees to renew at then-current pricing with any legacy or migration pricing forfeited.

2.4 Past-Due Renewals (Maintenance on Perpetual Licenses). If Customer does not renew Maintenance on a Qualifying Product prior to their renewal quote's expiration date, but at a later date wants to reinstate Maintenance, fees will include the fees that Customer would have paid since the expiration date. Esri will quote associated fees to renew at then-current pricing with any legacy or migration pricing forfeited.

2.5 Term Expiration. It is Customer's responsibility to renew Maintenance, Subscriptions, or Add-On Support Programs in order to be eligible to receive support. If Esri does not receive a purchase order or payment for renewal prior to the expiration date, Customer will no longer be eligible to receive support.

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ARTICLE 3—ESRI USER CONFERENCE REGISTRATION; SELF-PACED E-LEARNING; LIVING ATLAS SUBSCRIBER CONTENT; ARCGIS SOLUTIONS

Support for Qualifying Products may include the following:

3.1 Esri User Conference Registration. Customer must submit a registration form for each individual attending the Esri User Conference. Registrations are assigned in the order received and are nontransferable. Customer may also purchase additional registrations.

3.2 Self-Paced E-Learning. Access to Self-Paced E-Learning requires each individual to have an Esri account, or ArcGIS Online account with Esri Access enabled; have a broadband Internet connection; and be an employee, agent, consultant, or contractor of Customer. For education accounts, individuals may include registered students.

3.3 Living Atlas Subscriber Content. Living Atlas Subscriber Content allows ArcGIS Named Users access to a collection of value-add layers from ArcGIS Online. These layers are denoted by a Living Atlas Subscriber Content badge on their item details pages.

3.4 Latest ArcGIS Solutions. ArcGIS Solutions are a library of prebuilt, industry-specific configurations of ArcGIS that are delivered through a subscription to ArcGIS Online or ArcGIS Enterprise.

ARTICLE 4—STANDARD TECHNICAL SUPPORT

4.1 Scope of Technical Support. As part of support for Qualifying Products, Customer 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 are 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. As part of support for Qualifying Products, Authorized Callers 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, Web Form and Esri Support App. 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.

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b. *By Chat.* To initiate a chat consultation, the Authorized Caller must click the Chat with an Analyst button in an Esri Product or 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 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	Initial Response Time
Critical	▪ Causes a severe impact to business operations (e.g., critical business processes are disabled) ▪ No workaround available	Six (6) business hours
High	▪ 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	▪ Causes a minor impact to business operations	Two (2) business days
Routine	▪ Causes little or no impact to business operations	Three (3) business days

4.7 Resolution. 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.

CUSTOMERS MAY PURCHASE ADD-ON SUPPORT FOR THE APPLICABLE FEES. DETAILS FOR ADD-ON SUPPORT ARE SET FORTH IN ARTICLES 5 THROUGH 8 BELOW.

ARTICLE 5—PREMIUM SUPPORT SERVICES (PSS) (US AND DIRECT INTERNATIONAL CUSTOMERS) AND SPECIAL EVENTS PREMIUM SUPPORT SERVICES (SEPSS) (US CUSTOMERS ONLY)

PSS or SEPSS includes (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 Cases twenty-four (24) hours a day, three hundred sixty-five (365) days a year; and (v) additional enhanced support and services.

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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 Standard Technical Support Cases; (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)

NORUS includes technical support from technical support analysts who are confirmed US citizens located in the United States. 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)

After Hours Support includes the ability to request a 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—ENABLEMENT SUPPORT SERVICES (US CUSTOMERS ONLY)

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 term and monthly reporting.

ARTICLE 9—ARCGIS PLATFORM TECHNICAL SUPPORT (US AND DIRECT INTERNATIONAL CUSTOMERS)

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 Add-On Support Programs as described in Articles 5, 6 and 7 above. ArcGIS Platform Technical Support is a stand-alone offering and the benefits described in Article 3 are not included.

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Amendment No. 3
To Agreement No. 00108147.0
Clark County Contract No. CBE 604790-18

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://my.esri.com

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

00108147.11

ML 12-12-2025 v3

Esri Product Life Cycle Support Policy

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Esri Product Life Cycle Support Policy Overview

The Esri Product Life Cycle (PLC) Support Policy provides customers with information about the level of technical and software support Esri will offer throughout the life cycle of a software or data product. The Esri Product Life Cycle is a progression of phases starting with the initial release of a new software or data product (or the latest version) and ending with the retirement of that version. Each phase includes specific, distinct technical and software support.

Esri's Product Life Cycle Support Policy is structured according to the product type. The policy specifies whether support is calendar-based or version-based:

- ## Product Types
  Esri's product types include categories such as software, developer products, software as a service (SaaS), apps, data, and solutions.

- ## Policy Types
  Esri products or services follow two types of product life cycle policies: calendar-based and version-based. This determines the number of support phases (two, three or four) that each product or service will follow based on its type.

Calendar-based Product Life Cycle
ArcGIS software and developer products follow the calendar-based product life cycle. Most calendar-based life cycle phases are one or two years in duration.

Version-based Product Life Cycle
SaaS, apps, data, and solution products progress from one phase of the product life cycle to the next whenever a new version of the product is released.

Support Phases
The following sections describe each phase of the Product Life Cycle, including the type of technical and software support provided at each stage. There are up to four phases in the product life cycle.
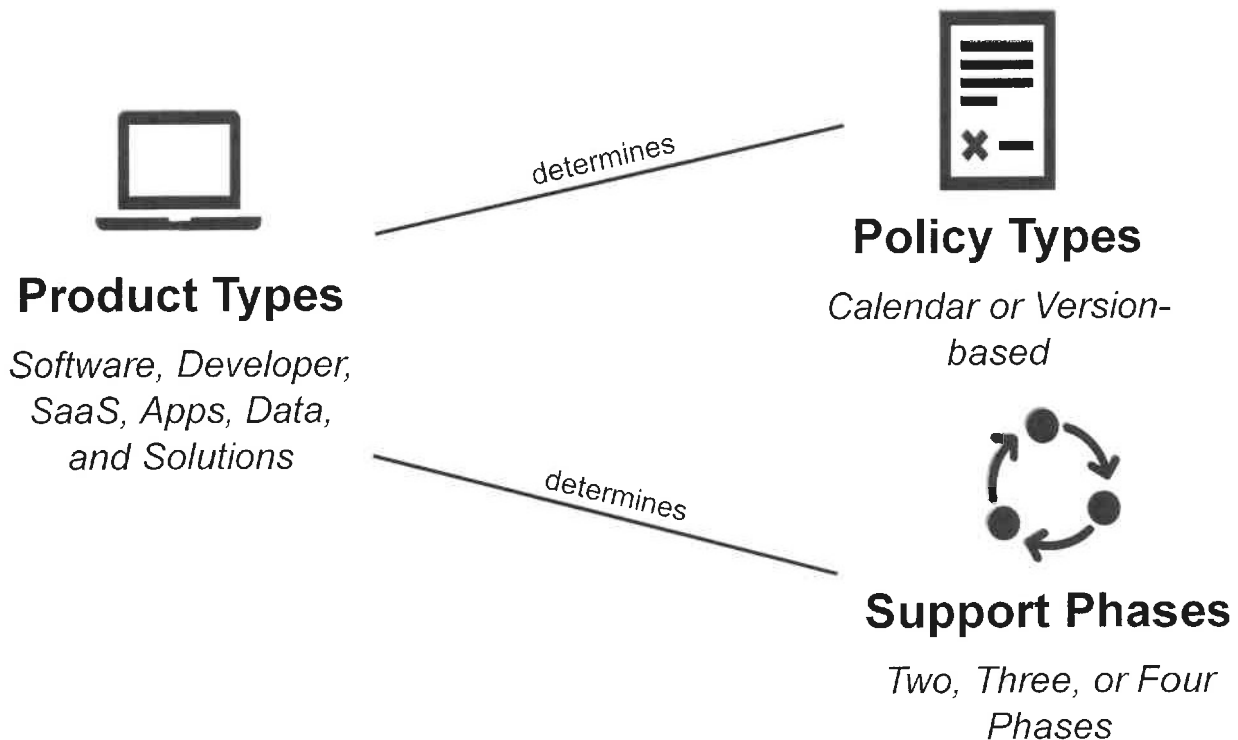
1. General Availability
2. Extended
3. Mature
4. Retired

Not all products go through all four phases of the product life cycle. The following chart describes the phases associated with each type of product.

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Product Life Cycle Support Phases

Product Type	Policy Type	General Availability	Extended	Mature	Retired
Software	Calendar-based	Yes	Varies	Yes	Yes
Developer	Calendar-based	Yes	Varies	Yes	Yes
SaaS	Version-based	Yes	No	No	Yes
SaaS Content	Version-based	Yes	No	Yes	Yes
Apps	Version-based	Yes	No	Infrequently	Yes
Data	Version-based	Yes	No	No	Yes
Solutions	Version-based	Yes	No	Yes	Yes

To review the life cycle of a specific product, refer to the Esri Product Support page and select the desired product, then navigate to Product life cycle.

Product Types

Software, Developer, SaaS, Apps, Data, and Solutions

determines

Policy Types

Calendar or Version-based

determines

Support Phases

Two, Three, or Four Phases

Esri Software Products

Esri software products typically move through all four phases of the product life cycle, unless stated otherwise. The overview below outlines the technical and software support provided during each phase. Esri performs environment testing only during the General Availability phase. An environment refers to a combination of components such as hardware, virtual machines, operating systems, RDBMS versions, compilers, and web servers.

Product: ArcGIS Pro

ArcGIS Pro follows three of the four phases of the product life cycle: General Availability, Mature, and Retired. The software features and technical support available for each phase are described below.

General Availability Phase
For products such as ArcGIS Pro in the General Availability phase, users can expect the following:

Software Support
- Software updates and patches
  - Provided to customers to resolve significant issues discovered in the product release and to address security issues as needed.
- New environment certification
  - When a new version of an environment is released during the General Availability phase, Esri will test the product in the new environment and update the system requirements accordingly.

Please review details about the Supported Environment Policy.

Technical Support
- Phone, email, and chat support.
  - Available to Esri customers with current maintenance or paid support subscriptions
    - In the US: between 5:00 a.m. and 5:00 p.m. (PT), Monday through Friday, to US customers only.
    - Outside the US: through an Esri International Distributor. Customers should contact their local distributors for support hours and options.
- Esri online support center
  - Users can visit Esri Technical Support to find answers to questions and solutions to technical issues. The website provides access to support-related information through several content repositories such as the Knowledge Base, product documentation, web help, software updates and patches, blog articles, product announcements, Esri Community, and more.

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- o Users can reach out directly to Esri Technical Support at any time by submitting a case through the Create a Case web form.
- o Users can manage their cases online through the Support tab on My Esri.

Users are encouraged to start new projects with software products in the General Availability phase and upgrade existing applications to these products promptly.

Mature Support Phase

Once ArcGIS Pro enters the Mature support phase, users can expect the following:

Software Support

- Software patches
  - o Esri will provide no further patches for products that have reached the Mature phase.
- New environment certification
  - o Esri will not certify major new versions of an environment during the Mature life cycle phase of an Esri product. While customers may use Esri software products in this phase with new environments, Esri does not guarantee compatibility or functionality with these environments.

Please review details about the Supported Environment Policy.

Technical Support

- Phone, email, and chat support.
  - o Available to Esri customers with current maintenance or paid support subscriptions
    - In the US: between 5:00 a.m. and 5:00 p.m. (PT), Monday through Friday, to US customers only.
    - Outside the US: through an Esri International Distributor. Customers should contact their local distributors for support hours and options.
- Esri online support center
  - o Users can visit Esri Technical Support to find answers to questions and solutions to technical issues. The website provides access to support-related information through several content repositories such as the Knowledge Base, product documentation, web help, software updates and patches, blog articles, product announcements, Esri Community, and more.
  - o Users can reach out directly to Esri Technical Support at any time by submitting a case through the Create a Case web form.
  - o Users can manage their cases online through the Support tab in My Esri.

Customers with products in the Mature phase should be actively upgrading their applications to products in the General Availability phase.

Retired Phase

Once a product is retired, it is no longer available, and users can expect the following:

Software Support

- Software patches
  - Not available
- New environment certification
  - Not available

Technical Support

- Phone and chat support.
  - Not available
- Esri online support center
  - Users can visit Esri Technical Support to find answers to questions and solutions to technical issues. The website provides access to support-related information through several content repositories such as the Knowledge Base, product documentation, web help, software updates and patches, blog articles, product announcements, Esri Community, and more.
  - Although the online information will remain available to users, this information will not be updated for Retired products. However, users will be able to browse existing documents.

Customers with Retired products should be actively upgrading their applications to products in the General Availability phase.

Product: ArcGIS Desktop

Desktop products go through all four life cycle phases unless specified otherwise. Desktop products include ArcMap, desktop extensions, industry-focused extensions, and data and workflow extensions. View a complete list of desktop products.

The software features and technical support available for each phase are described below.

General Availability Phase

For products in the General Availability phase, users can expect the following:

Software Support

- Software patches or hot fixes
  - Provided to customers to resolve significant issues discovered in the product release.

- New environment certification
  - When a new version of an environment is released during the General Availability phase, Esri will test the product in the new environment and update the system requirements accordingly.

Please review details about the Supported Environment Policy.

Technical Support

- Phone, email, and chat support.
  - Available to Esri customers with current maintenance or paid support subscriptions
    - In the US: between 5:00 a.m. and 5:00 p.m. (PT), Monday through Friday, to US customers only.
    - Outside the US: through an Esri International Distributor. Customers should contact their local distributors for support hours and options.
- Esri online support center
  - Users can visit Esri Technical Support to find answers to questions and solutions to technical issues. The website provides access to support-related information through several content repositories such as the Knowledge Base, product documentation, web help, software updates and patches, blog articles, product announcements, Esri Community, and more.
  - Users can reach out directly to Esri Technical Support at any time by submitting a case through the Create a Case web form.
  - Users can manage their cases online through the Support tab on My Esri.

Users are encouraged to start new projects with software products in the General Availability phase and upgrade existing applications to these products promptly.

Extended Phase
Once a product enters the Extended phase of the life cycle, users can expect the following:

Software Support

- Software patches and hot fixes
  - Provided to customers to resolve significant issues discovered in a product release.
- New environment certification
  - Esri will not certify major new versions of the environment during the Extended life cycle phase of an Esri product. While customers may use Esri software products in this phase with new environments, Esri does not guarantee compatibility or functionality with these environments.

Please review details about the Supported Environment Policy.

Technical Support

- Phone, email, and chat support.
  - Available to Esri customers with current maintenance or paid support subscriptions
    - In the US: between 5:00 a.m. and 5:00 p.m. (PT), Monday through Friday, to US customers only.

- Outside the US: through an Esri International Distributor. Customers should contact their local distributors for support hours and options.
- Esri online support center
  - Users can visit Esri Technical Support to find answers to questions and solutions to technical issues. The website provides access to support-related information through several content repositories such as the Knowledge Base, product documentation, web help, software updates and patches, blog articles, product announcements, Esri Community, and more.
  - Users can reach out directly to Esri Technical Support at any time by submitting a case through the Create a Case web form.
  - Users can manage their cases online through the Support tab in My Esri.

Customers with products in the Extended phase are encouraged to plan their move to software products in the General Availability phase and upgrade existing applications to these products promptly.

Mature Support Phase

ArcGIS Desktop 10.8.x is in the Mature support phase. The product is no longer available, and users can expect the following:

Software Support

- Software patches and hot fixes
  - Esri will provide no further patches and hot fixes for products (including Service Packs) that have reached the Mature phase, with the following exception for ArcMap 10.8.x:
    - **NOTE:** ArcMap 10.8.x entered the Mature support phase on March 1, 2024. During this phase, Esri will no longer provide functionality-based patches or hot fixes. Please note that 10.8.x is the final series of releases for ArcMap, and there are no plans for additional releases in the future. However, Esri may, at its discretion, attempt to address critical, exploitable security vulnerabilities if commercially and technically feasible during the Mature support phase. It is important to be aware that ArcMap is an aging software that includes several third-party components with limited support. Consequently, there may be limitations to what Esri can address. Esri strongly encourages users to transition to ArcGIS Pro as soon as possible.
- New environment certification
  - Esri will not certify major new versions of the environment during the Extended life cycle phase of an Esri product. While customers may use Esri software products in this phase with new environments, Esri does not guarantee compatibility or functionality with these environments.

Please review details about the Supported Environment Policy.

Technical Support

- Phone, email, and chat support.

- o Available to Esri customers with current maintenance or paid support subscriptions
  - In the US: between 5:00 a.m. and 5:00 p.m. (PT), Monday through Friday, to US customers only.
  - Outside the USA: through an Esri International Distributor. Customers should contact their local distributors for support hours and options.
- Esri online support center
  - o Users can visit Esri Technical Support to find answers to questions and solutions to technical issues. The website provides access to support-related information through several content repositories such as the Knowledge Base, product documentation, web help, software updates and patches, blog articles, product announcements, Esri Community, and more.
  - o Users can reach out directly to Esri Technical Support at any time by submitting a case through the Create a Case web form.
  - o Users can manage their cases online through the Support tab in My Esri.

Customers with products in the Mature phase are encouraged to plan their move to software products in the General Availability phase and upgrade existing applications to these products promptly.

Retired Phase
Once a product is Retired, it is no longer available, and users can expect the following:

Software Support
- Software patches or hot fixes
  - o Not available
- New environment certification
  - o Not available

Technical Support
- Phone and chat support.
  - o Not available
- Esri online support center
  - o Users can visit Esri Technical Support to find answers to questions and solutions to technical issues. The website provides access to support-related information through several content repositories such as the Knowledge Base, product documentation, web help, software updates and patches, blog articles, product announcements, Esri Community, and more.
  - o Although the online information will remain available to users, this information will not be updated for Retired products. However, users will be able to browse existing documents.

Customers with Retired products should be actively upgrading their applications to software products in the General Availability phase and upgrading existing applications to these products promptly.

Product: ArcGIS Enterprise

Esri software products go through all four life cycle phases unless noted, as in the case of short-term support releases of ArcGIS Enterprise on Windows and Linux, or releases of ArcGIS Enterprise on Kubernetes. ArcGIS Enterprise products include ArcGIS Server, Portal for ArcGIS, ArcGIS Data Store, ArcGIS Web Adaptor, and ArcGIS Enterprise extensions. View a complete list of ArcGIS Enterprise products.

The software features and technical support available for each phase are described below.

ArcGIS Enterprise on Windows and Linux versions are designated as *short-term support* (STS) releases or *long-term support releases* (LTS) at the time they are made available. Short-term support releases will follow a three-phase life cycle. Long-term support releases will follow a four-phase life cycle.

ArcGIS Enterprise on Kubernetes versions follow a three-phase life cycle and are neither differentiated between short-term nor long-term. Its progression through phases is available in this Product Life Cycle Version Table.

General Availability Phase
For products in the General Availability phase, users can expect the following:

Software Support
- Software patches or hot fixes
    - Provided to customers to resolve significant issues discovered in the product release.
- New environment certification
    - When a major new version of an environment is released during the General Availability phase of a long-term support release of an Esri product, Esri will test the product in the new environment and update the system requirements accordingly.

Please review details about the Supported Environment Policy.

Technical Support
- Phone, email, and chat support.
    - Available to Esri customers with current maintenance or paid support subscriptions
        - In the US: between 5:00 a.m. and 5:00 p.m. (PT), Monday through Friday, to US customers only.

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- Outside the US: through an Esri International Distributor. Customers should contact their local distributors for support hours and options.
- Esri online support center
  - Users can visit Esri Technical Support to find answers to questions and solutions to technical issues. The website provides access to support-related information through several content repositories such as the Knowledge Base, product documentation, web help, software updates and patches, blog articles, product announcements, Esri Community, and more.
  - Users can reach out directly to Esri Technical Support at any time by submitting a case through the Create a Case web form.
  - Users can manage their cases online through the Support tab on My Esri.

Users are encouraged to begin all new projects with Esri products in the General Availability life cycle phase and move/upgrade existing applications to these products as soon as possible.

Extended Phase
Once a product enters the Extended phase, users can expect the following:

Software Support
- Software patches and hot fixes
  - Provided to customers to resolve significant issues discovered in a product release.
- New environment certification
  - Esri will not certify major new versions of the environment during the Extended life cycle phase of an Esri product. While customers may use Esri software products in this phase with new environments, Esri does not guarantee compatibility or functionality with these environments.

Please review details about the Supported Environment Policy.

Technical Support
- Phone, email, and chat support.
  - Available to Esri customers with current maintenance or paid support subscriptions
    - In the US: between 5:00 a.m. and 5:00 p.m. (PT), Monday through Friday, to US customers only.
    - Outside the US: through an Esri International Distributor. Customers should contact their local distributors for support hours and options.
- Esri online support center
  - Users can visit Esri Technical Support to find answers to questions and solutions to technical issues. The website provides access to support-related information through several content repositories such as the Knowledge Base, product documentation, web help, software updates and patches, blog articles, product announcements, Esri Community, and more.
  - Users can reach out directly to Esri Technical Support at any time by submitting a case through the Create a Case web form.

    o Users can manage their cases online through the Support tab in My Esri.

Existing customers contemplating moving/upgrading their environment should also consider upgrading their Esri product to a version that is currently in the General Availability phase. Customers with products in the Extended phase are encouraged to plan their move to Esri products in the General Availability phase and upgrade existing applications to these products promptly.

Mature Support Phase

Once a product enters the Mature phase, users can expect the following:

Software Support

- Software patches and hot fixes
  - Esri will provide <u>no</u> further patches and hot fixes for products (including Service Packs) that have reached the Mature phase.
- New environment certification
  - Esri will not certify major new versions of an environment during the Mature life cycle phase of an Esri product. While customers may use Esri software products in this phase with new environments, Esri does not guarantee compatibility or functionality with these environments.

Please review details about the <u>Supported Environment Policy</u>.

Technical Support

- Phone, email, and chat support.
  - Available to Esri customers with current maintenance or paid support subscriptions
    - In the US: between 5:00 a.m. and 5:00 p.m. (PT), Monday through Friday, to US customers only.
    - Outside the US: through an Esri International Distributor. Customers should contact their local distributors for support hours and options.
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  - Users can reach out directly to Esri Technical Support at any time by submitting a case through the Create a Case web form.
  - Users can manage their cases online through the Support tab in My Esri.

Customers with products in the Mature phase are encouraged to plan their move to software products in the General Availability phase and upgrade existing applications to these products promptly.

Retired Phase

Once a product is Retired, it is no longer available, and users can expect the following:

Software Support

- Software patches or hot fixes
  - Not available
- New environment certification
  - Not available

Technical Support

- Phone and chat support.
  - Not available
- Esri online support center
  - Users can visit Esri Technical Support to find answers to questions and solutions to technical issues. The website provides access to support-related information through several content repositories such as the Knowledge Base, product documentation, web help, software updates and patches, blog articles, product announcements, Esri Community, and more.
  - Although the online information will remain available to users, this information will not be updated for Retired products. However, users will be able to browse existing documents.

Customers with Retired products should be actively upgrading their applications to software products in the General Availability phase and upgrading existing applications to these products promptly.

Developer Technology

Developer technologies have four life cycle phases unless mentioned specifically. Support for each phase is described below.

General Availability Phase

For products in the General Availability phase, users can expect the following:

Software Support

- Software patches
  - Patches may be provided to resolve critical issues discovered in a product release.
- Hot fixes
  - May be provided to customers to resolve significant issues discovered in a product release.
- New environment certification

- When a new version of an environment is released during the General Availability phase, Esri will test the product in the new environment and update the system requirements accordingly.

Please review details about the Supported Environment Policy.

Technical Support

- Phone, email, and chat support.
  - Available to Esri customers with current maintenance or paid support subscriptions
    - In the US: between 5:00 a.m. and 5:00 p.m. (PT), Monday through Friday, to US customers only.
    - Outside the US: through an Esri International Distributor. Customers should contact their local distributors for support hours and options.
- Esri online support center
  - Users can visit Esri Technical Support to find answers to questions and solutions to technical issues. The website provides access to support-related information through several content repositories such as the Knowledge Base, product documentation, web help, software updates and patches, blog articles, product announcements, Esri Community, and more.
  - Users can reach out directly to Esri Technical Support at any time by submitting a case through the Create a Case web form.
  - Users can manage their cases online through the Support tab in My Esri.

Extended Support Phase

Once a product enters the Extended phase, users can expect the following.

Software Support

- Software patches
  - Patches may be provided to resolve critical issues discovered in a product release.
- Hot fixes
  - May be provided to customers to resolve significant issues discovered in a product release.
- New environment certification
  - Esri will not certify major new versions of the environment during the Extended life cycle phase of an Esri product. While customers may use Esri software products in this phase with new environments, Esri does not guarantee compatibility or functionality with these environments.

Please review details about the Supported Environment Policy.

Technical Support

- Phone, email, and chat support.

- o Available to Esri customers with current maintenance or paid support subscriptions
  - ▪ In the US: between 5:00 a.m. and 5:00 p.m. (PT), Monday through Friday, to US customers only.
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  - o Users can reach out directly to Esri Technical Support at any time by submitting a case through the Create a Case web form.
  - o Users can manage their cases online through the Support tab in My Esri.

Mature Support Phase

Once a product enters the Mature phase, users can expect the following:

Software Support

- Software patches and hot fixes
  - o Esri will provide no further patches and hot fixes for products (including Service Packs) that have reached the Mature phase.
- New environment certification
  - o Esri will not certify major new versions of an environment during the Mature life cycle phase of an Esri product. While customers may use Esri software products in this phase with new environments, Esri does not guarantee compatibility or functionality with these environments.

Please review details about the Supported Environment Policy.

Technical Support

- Phone, email, and chat support.
  - o Available to Esri customers with current maintenance or paid support subscriptions
    - ▪ In the US: between 5:00 a.m. and 5:00 p.m. (PT), Monday through Friday, to US customers only.
    - ▪ Outside the US: through an Esri International Distributor. Customers should contact their local distributors for support hours and options.
- Esri online support center
  - o Users can visit Esri Technical Support to find answers to questions and solutions to technical issues. The website provides access to support-related information through several content repositories such as the Knowledge Base, product documentation, web help, software updates and patches, blog articles, product announcements, Esri Community, and more.

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- o Users can reach out directly to Esri Technical Support at any time by submitting a case through the Create a Case web form.
- o Users can manage their cases online through the Support tab in My Esri.

Customers with products in the Mature phase should be actively upgrading their applications to software products in the General Availability phase and upgrade existing applications to these products promptly.

Retired Phase

Once a product is Retired, it is no longer available, and users can expect the following:

Technical Support

- Phone, email, and chat support.
  - o Not available
- Esri online support center
  - o Users can visit Esri Technical Support to find answers to questions and solutions to technical issues. The website provides access to support-related information through several content repositories such as the Knowledge Base, product documentation, web help, software updates and patches, blog articles, product announcements, Esri Community, and more.
  - o Although the online information will remain available to users, this information will not be updated for Retired products. However, users will be able to browse existing documents.

Customers with Retired products should be actively upgrading their applications to software products in the General Availability phase.

Developer Technology: ArcGIS API for JavaScript

General Availability Phase

For products in the General Availability phase, users can expect the following:

Software Support

- Software patches may be provided to resolve critical issues discovered in a release or associated with updates to supported browsers.

Technical Support

- Phone, email, and chat support.
  - o Available to Esri customers with current maintenance or paid support subscriptions
    - In the US: between 5:00 a.m. and 5:00 p.m. (PT), Monday through Friday, to US customers only.
    - Outside the US: through an Esri International Distributor. Customers should contact their local distributors for support hours and options.

- Esri online support center
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  - Users can reach out directly to Esri Technical Support at any time by submitting a case through the Create a Case web form.
  - Users can manage their cases online through the Support tab in My Esri.

Extended Support Phase

Once a product enters the Extended phase, users can expect the following.

Software Support

- Software patches may be provided to resolve critical issues discovered in a release or associated with updates to supported browsers.

Technical Support

- Phone, email, and chat support.
  - Available to Esri customers with current maintenance or paid support subscriptions
    - In the US: between 5:00 a.m. and 5:00 p.m. (PT), Monday through Friday, to US customers only.
    - Outside the US: through an Esri International Distributor. Customers should contact their local distributors for support hours and options.
- Esri online support center
  - Users can visit <u>Esri Technical Support</u> to find answers to questions and solutions to technical issues. The website provides access to support-related information through several content repositories such as the Knowledge Base, product documentation, web help, software updates and patches, blog articles, product announcements, Esri Community, and more.
  - Users can reach out directly to Esri Technical Support at any time by submitting a case through the Create a Case web form.
  - Users can manage their cases online through the Support tab in My Esri.

Mature Support Phase

Once a product enters the Mature phase, users can expect the following:

Software Support

- Software patches and hot fixes
  - In rare circumstances, software patches may be provided to resolve critical issues discovered in a release or associated with updates to supported browsers.

Technical Support

- Phone, email, and chat support.
  - Available to Esri customers with current maintenance or paid support subscriptions
    - In the US: between 5:00 a.m. and 5:00 p.m. (PT), Monday through Friday, to US customers only.
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  - Users can reach out directly to Esri Support at any time by submitting a case through the Create a Case web form.
  - Users can manage their cases online through the Support tab in My Esri.

Customers with products in the Mature phase should be actively upgrading their applications to General Availability products.

Retired Phase

Once a product is Retired, the product is no longer available, and users can expect the following:

Technical Support

- Phone, email, and chat support.
  - Not available
- Esri online support center
  - Users can visit Esri Technical Support to find answers to questions and solutions to technical issues. The website provides access to support-related information through several content repositories such as the Knowledge Base, product documentation, web help, software updates and patches, blog articles, product announcements, Esri Community, and more.
  - Although the online information will remain available to users, this information will not be updated for Retired products. However, users will be able to browse existing documents.

Customers with Retired products should be actively upgrading their applications to General Availability products.

Software as a Service (SaaS) and Platform as a Service (PaaS) Products: ArcGIS Online and ArcGIS Location Platform

The ArcGIS Online and ArcGIS Location Platform Life Cycle Policy provides customers with information regarding the availability and life cycle of components delivered through Esri's SaaS and PaaS products. The ArcGIS Online/ArcGIS Location Platform Life Cycle Policy is a description of two phases that encompass a software component's existence, starting with the initial release of the component (General Availability) and moving to the Retired phase when a component reaches the end of its life cycle.

Components included in ArcGIS Online and ArcGIS Location Platform products can reach the end of their life cycle for several reasons, including superseding features, evolving security requirements, product obsolescence, market demands, and technology innovation. The ArcGIS Online and ArcGIS Location Platform Life Cycle Policy provides clear expectations and communication as the component advances through its life.

By default, ArcGIS Online and ArcGIS Location Platform components inherit their SaaS or PaaS product's life cycle status. When a component is approaching a status change, a deprecation announcement* is used to communicate the intent to retire and remove access to the component well in advance (at least 90 days) of a change to the life cycle phase. The component is then documented as deprecated on the ArcGIS Online and ArcGIS Location Platform Product Life Cycle web pages. Components that have a deprecation notice are still in the General Availability phase.

General Availability
For SaaS and PaaS components in General Availability, users can access and use the software.

Technical Support
- Phone, email, and chat support.
  - Available to Esri customers with current maintenance or paid support subscriptions
    - In the US: between 5:00 a.m. and 5:00 p.m. (PT), Monday through Friday, to US customers only.
    - Outside the US: through an Esri International Distributor. Customers should contact their local distributors for support hours and options.
- Esri online support center
  - Users can visit Esri Technical Support to find answers to questions and solutions to technical issues. The website provides access to support-related information through several content repositories such as the Knowledge Base, product documentation, web help, software updates and patches, blog articles, product announcements, Esri Community, and more.
  - Users can reach out directly to Esri Technical Support at any time by submitting a case through the Create a Case web form.

o   Users can manage their cases online through the Support tab on My Esri.

Users are encouraged to begin all new projects with components in the General Availability phase and move/upgrade existing applications and workflows to these components as soon as possible.

Retired Phase
Once a product is Retired, the product is no longer available, and users can expect the following:

Software Support
- Software patches
  - o   Not available.

Technical Support
- Phone, email, and chat support.
  - o   Not available

Deprecation Announcement*
A deprecation announcement will communicate the planned discontinuation of a specific component. The component mentioned will continue to be in General Availability and eligible for technical support and patching. The deprecation announcement will include steps for transition and migration and a road map towards retirement. The deprecation announcement should precede the retirement date by 90 days.

Retirement Date
The retirement date indicates the date when a SaaS or a PaaS product such as ArcGIS Online or ArcGIS Location Platform version will not be available. Users will no longer be able to access capabilities provided through services and apps after the retirement date. Esri Technical Support will no longer be available for components after the retirement date.

SaaS Online Content Services

Key Esri-hosted SaaS/Online content services (e.g., Basemap services, Geocoding services, GeoEnrichment services) have three life cycle phases. Technical support for each phase is described below.

General Availability Phase
For online content services products in the General Availability phase, users can expect the following:

New online content services are frequently added to the content offered by Esri.

Online Content Services Support

- Online content services are actively maintained and updated.
- When an update or a new online content service is released during the General Availability phase, Esri validates the availability and functionality of the service within ArcGIS.
- Esri's general policy when planning to retire an online content service is to transition the service to the Mature support phase for at least six months or as reasonable, before it discontinues or retires the service, to allow users to migrate or update their web maps and applications.

Technical Support

- Phone, email, and chat support.
  - Available to Esri customers with current maintenance or paid support subscriptions
    - In the US: between 5:00 a.m. and 5:00 p.m. (PT), Monday through Friday, to US customers only.
    - Outside the US: through an Esri International Distributor. Customers should contact their local distributors for support hours and options.
- Esri online support center
  - Users can visit Esri Technical Support to find answers to questions and solutions to technical issues. The website provides access to support-related information through several content repositories such as the Knowledge Base, documentation, web help, blog articles, announcements, Esri Community, and more.
  - Users can reach out directly to Esri Technical Support at any time by submitting a case through the Create a Case web form.
  - Users can manage their cases online through the Support tab in My Esri.

Mature Support Phase

Esri's general policy when planning to retire an online content service is to transition the service to the Mature support phase for at least six months or as reasonable, before it discontinues or retires the service, to allow users to migrate or update their web maps and applications.

Once a service enters the Mature phase, users can expect the following:

- Esri will make the service available for a limited time but will now indicate when it plans to retire or discontinue the service.
  - Such notice shall be provided, as reasonable, with the estimated retirement date or month in this document and/or in a blog article, as appropriate.
- The service will no longer be maintained or updated.
- A suitable replacement for the service will be offered, if available.

Esri will make a reasonable effort to identify Esri published maps and layers using the service as being in the Mature support phase.

Technical Support
- Phone, email, and chat support.
  - Available to Esri customers with current maintenance or paid support subscriptions
    - In the US: between 5:00 a.m. and 5:00 p.m. (PT), Monday through Friday, to US customers only.
    - Outside the US: through an Esri International Distributor. Customers should contact their local distributors for support hours and options.
- Esri online support center
  - Users can visit Esri Technical Support to find answers to questions and solutions to technical issues. The website provides access to support-related information through several content repositories such as the Knowledge Base, documentation, web help, blog articles, announcements, Esri Community, and more.
  - Users can reach out directly to Esri Technical Support at any time by submitting a case through the Create a Case web form.
  - Users can manage their cases online through the Support tab in My Esri.

Customers using Esri-hosted location services in the Mature support phase should be actively upgrading their applications to use services in General Availability.

Retired Phase
Once an online content service retires, it is removed from ArcGIS Online, and the service and any maps, layers, or apps accessing the service are no longer available or supported.

Online Content Services Support
  - Location service will no longer be available.
  - If reasonable under the circumstances, customers will be notified at least six months in advance before any location services are moved to the Retired phase.
  - Esri will make a reasonable effort prior to retirement to identify Esri published maps and layers using the service as being in the Mature support phase.

Technical Support
- Phone and chat support.
  - Not available
- Esri online support center
  - Users can visit Esri Technical Support to find answers to questions and solutions to technical issues. The website provides access to support-related information through several content repositories such as the Knowledge Base, documentation, web help, blog articles, announcements, Esri Community, and more.
  - Although online information may remain available to users, this information will not be updated or accurate for Retired products.

Apps

Esri apps have two or three life cycle phases. Apps include web apps, mobile apps, plug-in apps, and app builders. View a complete list of Esri apps.

The support for each phase is described below.

General Availability Phase
For products in the General Availability phase, users can expect the following:

Technical Support
- Phone, email, and chat support.
  - Available to Esri customers with current maintenance or paid support subscriptions
    - In the US: between 5:00 a.m. and 5:00 p.m. (PT), Monday through Friday, to US customers only.
    - Outside the US: through an Esri International Distributor. Customers should contact their local distributors for support hours and options.
- Esri online support center
  - Users can visit Esri Technical Support to find answers to questions and solutions to technical issues. The website provides access to support-related information through several content repositories such as the Knowledge Base, product documentation, web help, software updates and patches, blog articles, product announcements, Esri Community, and more.
  - Users can reach out directly to Esri Technical Support at any time by submitting a case through the Create a Case web form.
  - Users can manage their cases online through the Support tab in My Esri.

Mature Support Phase
Once a product enters the Mature phase, users can expect the following:

Software Support
- Software patches and hot fixes
  - Esri will provide no further patches and hot fixes for products (including Service Packs) that have reached the Mature phase.
- New environment certification
  - Esri will not certify major new versions of an environment during the Mature life cycle phase of an Esri product. While customers may use Esri software products in this phase with new environments, Esri does not guarantee compatibility or functionality with these environments.

Please review details about the Supported Environment Policy.

Technical Support

- Phone, email, and chat support.
  - Available to Esri customers with current maintenance or paid support subscriptions
    - In the US: between 5:00 a.m. and 5:00 p.m. (PT), Monday through Friday, to US customers only.
    - Outside the US: through an Esri International Distributor. Customers should contact their local distributors for support hours and options.
- Esri online support center
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  - Users can reach out directly to Esri Technical Support at any time by submitting a case through the Create a Case web form.
  - Users can manage their cases online through the Support tab in My Esri.

Customers with products in the Mature phase should be actively upgrading their applications to General Availability products.

Retired Phase

Once a product is retired, the product is no longer available, and users can expect the following:

Technical Support

- Phone, email, and chat support.
  - Not available
- Esri online support center
  - Users can visit Esri Technical Support to find answers to questions and solutions to technical issues. The website provides access to support-related information through several content repositories such as the Knowledge Base, product documentation, web help, software updates and patches, blog articles, product announcements, Esri Community, and more.
  - Although the online information will remain available to users, this information will not be updated for Retired products. However, users will be able to browse existing documents.

Customers with products in the Retired phase should be actively upgrading their applications to General Availability products.

Data Products

Data products have only two life cycle phases. Software and technical support for each phase are described below.

General Availability Phase

For products in the General Availability phase, users can expect the following:

Data Support

- Data updates
  - Availability of updates is determined by the update program offered for each data product. Check the data product information page for details.

Technical Support

- Phone, email, and chat support.
  - Available to Esri customers with current maintenance or paid support subscriptions
    - In the US: between 5:00 a.m. and 5:00 p.m. (PT), Monday through Friday, to US customers only.
    - Outside the US: through an Esri International Distributor. Customers should contact their local distributors for support hours and options.
- Esri online support center
  - Users can visit Esri Technical Support to find answers to questions and solutions to technical issues. The website provides access to support-related information through several content repositories such as the Knowledge Base, product documentation, web help, software updates and patches, blog articles, product announcements, Esri Community, and more.
  - Users can reach out directly to Esri Technical Support at any time by submitting a case through the Create a Case web form.
  - Users can manage their cases online through the Support tab in My Esri.

Retired Phase

A data product retires immediately after the general availability of a new version unless otherwise stated.

Once a product enters the Retired phase, the product will no longer be available, and users can expect the following:

Data Support

Data updates
- Customers can upgrade to the General Availability product.

Technical Support

- Phone, email, and chat support.
  - Not available
- Esri online support center
  - Users can visit Esri Technical Support to find answers to questions and solutions to technical issues. The website provides access to support-related information through several content repositories such as the Knowledge

Base, product documentation, web help, software updates and patches, blog articles, product announcements, Esri Community, and more.
- Although the online information will remain available to users, this information will not be updated for Retired products. However, users will be able to browse existing documents.

Customers with Retired products should be actively upgrading their data products to General Availability products.

ArcGIS Solutions

ArcGIS Solutions usually have three life cycle phases. These include industry-specific maps and apps. View a complete list of ArcGIS Solutions.

The following provides a detailed overview of the support available for each phase.

General Availability Phase
For ArcGIS Solutions in the General Availability phase, users can expect the following:

Technical Support
- Phone, email, and chat support.
    - Available to Esri customers with current maintenance or paid support subscriptions
        - In the US: between 5:00 a.m. and 5:00 p.m. (PT), Monday through Friday, to US customers only.
        - Outside the US: through an Esri International Distributor. Customers should contact their local distributors for support hours and options.
- Esri online support center
    - Users can visit Esri Technical Support to find answers to questions and solutions to technical issues. The website provides access to support-related information through several content repositories such as the Knowledge Base, product documentation, web help, software updates and patches, blog articles, product announcements, Esri Community, and more.
    - Users can reach out directly to Esri Technical Support at any time by submitting a case through the Create a Case web form.
    - Users can manage their cases online through the Support tab in My Esri.

Mature Phase
Once an ArcGIS Solution enters the Mature phase, users can expect the following:

Software Support
- Software patches and hot fixes
    - Esri will provide **no** further patches and hot fixes for products (including Service Packs) that have reached the Mature phase.

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- New environment certification
  - Esri will not certify major new versions of an environment during the Mature life cycle phase of an Esri product. While customers may use Esri software products in this phase with new environments, Esri does not guarantee compatibility or functionality with these environments.

Please review details about the Supported Environment Policy.

Technical Support
- Phone, email, and chat support.
  - Available to Esri customers with current maintenance or paid support subscriptions
    - In the US: between 5:00 a.m. and 5:00 p.m. (PT), Monday through Friday, to US customers only.
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  - Users can reach out directly to Esri Technical Support at any time by submitting a case through the Create a Case web form.
  - Users can manage their cases online through the Support tab in My Esri.

Customers with ArcGIS Solutions in the Mature phase should be actively upgrading to General Availability products.

Retired Phase
Once a product is retired, **it is no longer available**, and users can expect the following:

Technical Support
- Phone, email, and chat support.
  - Not available
- Esri online support center
  - Users can visit Esri Technical Support to find answers to questions and solutions to technical issues. The website provides access to support-related information through several content repositories such as the Knowledge Base, product documentation, web help, software updates and patches, blog articles, product announcements, Esri Community, and more.
  - Although the online information will remain available to users, this information will not be updated for Retired products. However, users will be able to browse existing documents.

Customers with ArcGIS Solutions in the Retired phase should be actively upgrading to General Availability products.

Transition Announcements

Esri will announce Product Life Cycle support transitions on its Product Support page. Esri may also announce transitions outside of a specific release event.

Life Cycle Support Status for Esri Products

Go to Esri's Product Support page to find the life cycle support status for all Esri software products.

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Esri, the global market leader in geographic information system (GIS) software, offers the most powerful mapping and spatial analytics technology available.

Since 1969, Esri has helped customers unlock the full potential of data to improve operational and business results. Today, Esri software is deployed in more than 350,000 organizations including the world's largest cities, most national governments, 75 percent of Fortune 500 companies, and more than 7,000 colleges and universities. Esri engineers the most advanced solutions for digital transformation, the Internet of Things (IoT), and location analytics to inform the most authoritative maps in the world.

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