

# Esri Software Maintenance

## Terms and Conditions for the provision of Support Services

### Version 2.2.5

This document contains the description of services provided by Esri Polska in Support of Esri Software and information on their scope. In addition, this document contains a description of any procedures and rules of conduct for Customer end users and Esri Polska staff, required for the provision of Support Services by Esri Polska.

### § 1 Definitions

The terms and phrases indicated below shall have the following meaning:

|                                             |                                                                                                                                                                                                                    |
|---------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Esri Software Maintenance</b>            | – this document that describes the terms and conditions of the provision of Software Support services,                                                                                                             |
| <b>Agreement</b>                            | – an agreement between Esri Polska and the Customer, for the provision of Support services to be provided to the Client for a specific term,                                                                       |
| <b>Esri Inc.</b>                            | – Esri Inc., based in Redlands, California, United States, the manufacturer of ArcGIS Software,                                                                                                                    |
| <b>Software</b>                             | – computer software licensed under License Agreement and listed therein, for which the Support services are provided,                                                                                              |
| <b>Desktop software</b>                     | – Applications included in the ArcGIS Desktop ** and ArcGIS Pro line of products, including their extensions,                                                                                                      |
| <b>Server software</b>                      | – Applications included in the ArcGIS Server/ArcGIS Enterprise line of products, including their extensions,                                                                                                       |
| <b>ArcGIS Developer Bundle subscription</b> | – applications included in the ArcGIS Developer Bundle subscription,                                                                                                                                               |
| <b>ArcGIS Developer Subscription User</b>   | – Any person authorized to use the ArcGIS Developer Bundle subscription,                                                                                                                                           |
| <b>Documentation</b>                        | – "Documentation" as described in the License Agreement, made available to the customer along with the Software,                                                                                                   |
| <b>Software Version</b>                     | – a Software release, marked with a number, for example 11.1,                                                                                                                                                      |
| <b>Software Update</b>                      | – Computer software, which is a new version of the Software, or any other creative software modification, provided to the client under the provision of Support services,                                          |
| <b>Documentation Update</b>                 | – "Documentation" as defined in the License Agreement, in particular the new versions of the Documentation or any supplement to the Documentation, provided to the Client under the provision of Support services, |
| <b>Data</b>                                 | – "Data" as defined in the License Agreement, provided to the Customer and specified in the Agreement or Amendment to the Agreement,                                                                               |

|                            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
|----------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Data Update</b>         | – "Data" as defined in the License Agreement, in particular new versions of Data or supplements to the Data provided to the Client under the provision of Support services,                                                                                                                                                                                                                                                                                                                                                      |
| <b>License Agreement</b>   | – Agreement or agreements signed between Esri Inc. and the Customer, authorizing the Client to use the Software, Documentation and Data under its terms and conditions and to the extent specified in these agreements,                                                                                                                                                                                                                                                                                                          |
| <b>Support</b>             | <ul style="list-style-type: none"> <li>– The provision of technical assistance, Updates, and resolving incidents in the Software provided by Esri Polska to the Customer, as described in this Esri Software Maintenance document or in the Agreement</li> <li>- based on the Agreement between Customer and Esri, within the applicable warranty service for a year or</li> <li>- within the separately paid service fee for the after-warranty service for duration of the Contract for the after-warranty service,</li> </ul> |
| <b>Developer Support</b>   | <ul style="list-style-type: none"> <li>– Technical assistance services, provided by Esri Polska for the users of ArcGIS Developer Bundle subscription, as described in the Agreement or in this Esri Software Maintenance document</li> <li>- within the ArcGIS Developer Bundle subscription or the annual development service paid separately for the ArcGIS Location Platform subscription,</li> </ul>                                                                                                                        |
| <b>Business hours</b>      | – 8:30 AM to 4:30 PM Monday to Friday, with the exception of public holidays in Poland,                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| <b>Authorized Caller</b>   | – a person authorized by the Client to contact Esri Polska in all technical matters related to the Software, whose task is to administer the software; the maximum number of people, that the Client may designate as Authorized Callers, was indicated in [§ 3section 2] of this Esri Software Maintenance document,                                                                                                                                                                                                            |
| <b>Response time</b>       | – the length of time from the moment of filing a bug report or other incident by the Client, until confirmation by Esri Polska that the bug report or other incident has been received in the manner described in the Esri Software Maintenance document. Response time is calculated only using Esri Polska business hours.                                                                                                                                                                                                     |
| <b>Esri global account</b> | – Account established by users of Esri services, that is used to, including, but not limited to, access the Software and which allows clear identification of the user in Esri systems.                                                                                                                                                                                                                                                                                                                                          |

## § 2 Scope of Support

1. Support services are provided by Esri Polska for a given term and in consideration of the payment of a fee indicated in the Agreement.
2. As part of the Support services provided to the Client, Esri Polska offers:
  - 2.1. access to Software updates for eligible Software and access to Data updates for Data included with supported Software and the Documentation necessary to use Software Update,
  - 2.2. the possibility to exchange certain Software products for other Software products, if Esri Inc. offers such an exchange.

- 2.3. technical support for Software regarding bug fixes,
- 2.4. access to online help on Esri Inc. website,
- 2.5. access to a select number of publications released by Esri Inc.,
- 3. Developer Support services are provided in English by the software manufacturer's consultants and include assistance in solving problems that arise in the process of creating new applications or customizing existing applications with the use of developer tools provided by Esri.
  - 3.1. Developer Support services remain active for the period in which the ArcGIS Developer Bundle subscription, for which the Developer Support service was purchased, is active.
  - 3.2. "The ArcGIS Location Platform subscription includes only Esri Community support. It is possible to purchase an annual Developer Support service. All correspondence concerning the incident should be carried out in English
- 4. As part of the Support services for ArcGIS Pro for Personal Use, technical assistance is provided for 90 days from the date of purchase of the Software and includes only:
  - 4.1. technical support for the installation of Software,
  - 4.2. access to materials published online on Esri website.
- 5. In addition, during the term of an ArcGIS Pro for personal use Software license, the Customer shall have access to the latest version of ArcGIS Pro Software.
- 6. The Customer acknowledges that because a maintenance term needs to remain continuous, if the Maintenance services do not begin immediately after the end of the period in which Esri Polska was obliged to provide Support services to the Customer, a standard Maintenance fee, as quoted by Esri Polska, at its sole discretion – may:
  - 6.1. be increased by the amount that corresponds to the number of days between the last day of the previous Maintenance term and the first day of the new Maintenance term, multiplied by the amount resulting from the division of the then current yearly Maintenance fee for the type and scope of the Supported Software on the day of renewal by 365; or
  - 6.2. be increased by an amount equal to 1.5 times the annual maintenance fee for the type and scope of the Supported Software as of the day of renewal; or
  - 6.3. in specific situations, not be increased.
- 7. Any amount that increases the standard license fee shall be specified in the Agreement.

### **§ 3 Authorized Callers**

- 1. Within 3 working days from the conclusion of the Agreement, the Customer shall send to Esri Polska via mail, email or fax an "*Authorized Callers Application form*", that contains the list of authorized callers along with their contact details and privileges they were granted by the Customer. The "*Authorized Callers Application form*" constitutes an Addendum to the Esri Software Maintenance document.
- 2. The Customer may designate the following maximum number of Authorized Callers:
  - 2.1. for Customers with any Esri Software covered by Maintenance other than Desktop or Server Software - **1 Authorized Caller**,
  - 2.2. for Customers with only one Desktop Software license covered by Maintenance – **1 Authorized Caller**,
  - 2.3. for Customers with more than one Desktop Software license covered by Maintenance – **3 Authorized Caller**,
  - 2.4. for Customers with Server Software license covered by Maintenance – **3 Authorized Caller**,
  - 2.5. for Customers with ArcGIS Developer Bundle Subscription – **1 Authorized Caller** for each ArcGIS Developer Bundle subscription.

#### **§ 4 Software, Data and Documentation Updates**

1. Under Maintenance, Esri Polska provides the Customer with access to Software, Data and Documentation Updates made available during the Maintenance term, to the extent and on the terms described in the Agreement.

#### **§ 5 Technical assistance and support in removing errors**

##### **[The scope of technical assistance and support in bug fixing]**

1. The services provided under this Esri Software Maintenance document include bug fixing support and ongoing support for the operation of Software.
2. The ongoing support for the operation of Software consists of assistance in solving problems related to installing and running Software.
3. The services provided on the principles set out in this Esri Software Maintenance document, specifically technical assistance and bug fixing support, the scope of which is indicated in § 5 of this document, do not apply to Software that:
  - 3.1. has been modified by the Customer or a third party other than Esri Polska or Esri Inc.  
is in the life cycle phase (version) which does not qualify for technical assistance and bug fixing support. The current overview of ArcGIS versions that are subject to technical assistance and bug fixing support for each of the offered products is available at: <https://support.esri.com/en-us/products/<nazwa produktu>/life-cycle>.
4. Technical assistance and bug fixing support provided on the principles set out in this Esri Software Maintenance document does not include:
  - 4.1. the provision of consulting services by Esri Polska on issues related to the configuration of the Customer's system other than necessary to run and use Software and Software Updates,
  - 4.2. the provision of consulting services and content support by Esri Polska, associated with the development of applications by the Customer with the use of development components and API made available to the Customer by Esri Polska, except for the reports submitted by the ArcGIS Developer Bundle subscription users that purchased Developer Support services,
  - 4.3. removal of errors in the configuration of the Software or Software application created independently by the Client or created by a third party;
  - 4.4. removal of errors that occurred in the Software as a result of independent configuration or application of the Software by the Client or a third party;
  - 4.5. the provision of technical assistance by Esri Polska for peripheral devices, except for responses to questions about their cooperation with Software and Software Updates
  - 4.6. the provision of technical assistance by Esri Polska for the use of Software and Software Updates in a manner inconsistent with Documentation included with Software and Software Updates and Documentation Updates.
5. Esri Polska may offer the Client the provision of consulting services, referred to in [§ 5 section 4] of the Esri Software Maintenance document, under the conditions described in a separate offer presented to the Client.

##### **[Reporting bugs and other issues]**

6. Reporting bugs or any other issues related to Software or Software Updates may only take place by Authorized Callers and as described in the Esri Software Maintenance document.

7. The reporting of bugs or any other issues related to Software or Software Updates, except as provided in [§ 5 section 10] of the Esri Software Maintenance document, can only take place through online support system, available at <https://my.esri.com> 24 hours a day.
8. When filing a bug in Software or Software Updates or other problem, the Authorized Caller should fill in the bug report form which may be found in the On-line Technical Assistance System, by providing:
  - product category,
  - product subcategory,
  - version (of the Software and Software Update),
  - the type of hardware platform,
  - operating System Version,
  - operating System Regional Settings
  - category and subcategory of the error or issuea factual description of the problem,
  - information on error messages (if they appear).
9. In the event of failure in accessing the Technical Assistance System Online it is permitted to report Software or Software Update errors or other issues by calling: [22 749 87 29], but such reports may be filed only during Esri Polska Business hours.
10. When reporting an incident by phone, in the cases indicated in [§ 5 section 10] of this Esri Software Maintenance document, the authorized caller should specify all the data referred to in [§ 5 section 8] of the Esri Software Maintenance in their report.
11. Each incident is given an individual reference number by Esri Polska in the Technical Assistance System Online, and that number should be provided by the Authorized Caller while contacting Esri Polska in regard to a particular bug or issue.
12. The confirmation of response by Esri Polska to a valid incident notification or other problem reported by a Customer (a confirmation of compliance with the Response Time) is an e-mail response with a confirmation of receipt of an incident notification sent to the e-mail address indicated by the Customer in the incident notification.
13. In the case when an incident notification is received outside of Esri Polska Business hours, the confirmation notification shall be sent the following working Day.
14. An incident notification a Customer not compliant with the procedures described in [§ 5] of this Esri Software Maintenance document will be found invalid and will not cause Esri Polska to be bound by Response Time.
15. Unless stated otherwise in the Agreement, the Response Time of Esri Polska to a valid incident notification reported properly by a Customer is 24 hours.

#### **[Addressing the reported bug or issue]**

16. The Customer is obliged to immediately provide Esri Polska all the information necessary to fix the bug or resolve the issue.
17. The planned repair time for the issue or finding a solution to the problem is:
  - 17.1. in the case of an issue, which may be corrected by Esri Polska, provided that a specialist responsible for fixing issues of this kind is available – one Working Day;
  - 17.2. in the case of issues that must be corrected by Esri Inc. or which require additional clarifications from the Customer –minimum five working days;
  - 17.3. in the case of an issue that can be corrected only with a Software Update – the time to the release of a new Software Update which eliminates the error reported by the Customer.

18. The planned repair time for the issue or finding a solution to the problem should be understood as the time that Esri Polska predicts as necessary to eliminate the issue in the Software or Software Update or solve the problem reported by the Customer. The estimated repair time is calculated from the moment Esri Polska has undertaken an action – not later than the expiry of the Response Time, to the delivery of solutions to the reported issue or other problem by Esri Polska.
19. The time necessary for the Customer to provide the requested information or clarifications essential in finding the solution or fixing the issue is not calculated towards the planned repair time.
20. Fixing an issue or finding a solution to a problem by Esri Polska may consist of:
  - 20.1. applying the fixes in the version of Software owned by the Customer, which will eliminate the reported issue,
  - 20.2. providing the Customer with a Software Update that will eliminate the reported problem,
  - 20.3. forwarding the issue notification to Esri Inc., for it to be fixed by the Software manufacturer.
  - 20.4. consultation services to resolve the problem.

## **§ 6 Help available online**

1. Support services shall include Client access to information in English, especially related to new versions of Esri software, updates and patches, available on websites maintained by Esri Inc. at <https://support.esri.com>.
2. The Knowledge Base section of the support website at <https://support.esri.com> includes English language materials about using the ArcGIS platform, tips and tricks and answers to the most frequently asked questions.
3. Parts of the help content available online is co-authored by users of Esri software and is not verified neither by Esri Inc. nor by Esri Polska. In view of the above, Esri Polska and Esri Inc. do not take any responsibility for the content or information posted by other users in the online help, and especially on message boards.

## **7 Esri User Conference**

1. Esri Inc. is the organizer of the annual International Esri User Conference held in the United States, which allows Customers to extend their knowledge of Esri software and its application and helps to establish contacts with specialists responsible for individual products as well as with users of Esri software from other countries.
2. Esri Inc. offers discounts on Esri User Conference passes to the Customers current on maintenance. More information on this subject is published before each conference at [www.esri.com/events/uc](http://www.esri.com/events/uc).

\*\* according to the [product lifecycle of ArcGIS Desktop](#), Mature Support for ArcGIS Desktop 10.8.x (ArcMap 10.8.x) is provided until March 1, 2026. \*\*\*

\*\*\* for infrastructure and telecommunications customers with active service agreements and solutions based on geometric networks, different dates may apply. The manufacturer provides recommendations and implementation patterns to efficiently migrate domain systems to new software versions (ArcGIS Enterprise 11.x, ArcGIS Pro 3.x with Utility Network model), which can better support security and business needs across the entire organization.

