



## ESRI GENERAL WEB SITE AND SERVICE TERMS OF USE

ESRI, 380 New York St., Redlands, CA 92373-8100 USA • TEL 909-793-2853 • FAX 909-793-5953

---

---

THESE ESRI GENERAL WEB SITE AND SERVICE TERMS OF USE ARE SUPPLEMENTAL TO THE ESRI MASTER LICENSE AGREEMENT GENERAL LICENSE TERMS AND CONDITIONS AND EXHIBIT 1 SCOPE OF USE (E201/204, E300). ACCESS TO AND USE OF WEB SERVICE(S) IN ANY MANNER, INCLUDING MERELY BROWSING OR ACCESSING AN ESRI WEB SITE, CONSTITUTE LICENSEE'S ACCEPTANCE AND AGREEMENT TO THESE TERMS OF USE. PLEASE READ THESE TERMS OF USE THOROUGHLY AND MAKE SURE LICENSEE UNDERSTANDS THEM BEFORE ACCEPTING THEM.

IF LICENSEE DOES NOT ACCEPT THESE TERMS OF USE OR DOES NOT WISH TO BE BOUND BY THEM, LICENSEE MUST IMMEDIATELY CEASE ACCESS TO AND USE OF THE ESRI WEB SITE AND WEB SERVICE(S) MADE AVAILABLE THEREIN. ACCESS TO AND USE OF ESRI WEB SITES AND THE CORRESPONDING WEB SERVICES ARE AUTHORIZED ONLY UPON ACCEPTANCE OF THESE TERMS OF USE.

### SECTION A—GENERAL TERMS AND CONDITIONS

This License Agreement is between you ("Licensee") and Environmental Systems Research Institute, Inc. ("Esri"), a California corporation with a place of business at 380 New York Street, Redlands, California 92373-8100 USA.

#### 1. DEFINITIONS

The definitions in these Terms of Use are supplemental to the definitions contained within the Esri Master License Agreement General License Terms and Conditions and Exhibit 1 Scope of Use (E 201/204, E 300).

1.1 **"Provider(s)"** means the third-party provider(s) of content and services including Esri licensors, data and imagery providers, and service providers.

1.2 **"Web Service(s)"** in addition to the "Web Service(s)" definition set forth in the General License Terms and Conditions ([E204](#)), for these Terms of Use Web Service(s) also includes the following:

*1.2.1* A collection of remote computing Web services that make up a cloud computing platform offered over the Internet and information, electronic resource, or service provided on an Esri Web site (either collectively and/or individually), which may include, but is not limited to, software; features; data; images, photographs, animations, video, audio, or music; text, scripts, or markup code; service packs, patches, or technical support in response to requests; publicly available application programming interfaces (APIs) or JavaScript libraries; and documentation, and

*1.2.2* A collection of mapping and imagery services offered through ArcGIS Online and ArcGIS.com.

#### 2. OWNERSHIP

Web Service(s) provided on Esri Web sites and any content provided therein are provided to Licensee subject to these Terms of Use. In some instances, Web Service(s) may be freely available to Licensee, but they are not in the public domain unless specified as such. Esri and Provider(s) own Web Service(s) (unless otherwise specified), which are protected by United States laws and applicable international laws, treaties, and conventions regarding intellectual property or proprietary rights. Unless specifically stated in writing, these Terms of Use do not transfer any rights to redistribute, prepare derivative works from, or acquire ownership interest in Web Service(s).

#### 3. PROVIDER(S) CONTENT

When using Web Service(s), Licensee may have the opportunity to leave the Esri Web site to access and download additional content provided by Provider(s), including software, data, and imagery, as more fully described in Article 4 below. Licensee acknowledges that Provider(s) content is solely the responsibility of the Provider(s) content provider. These Terms of Use do not convey to Licensee any rights to access or use (including copying, distributing, creating derivative works from, or publicly displaying) Provider(s) content. Access and use of Provider(s) content may require that Licensee agree to different

or separate terms, conditions, and restrictions. Agreeing to any such terms and conditions will be between Licensee and the Provider(s) content provider and will not affect these Terms of Use or any separate agreements Licensee may have with Esri.

#### 4. LINKS TO PROVIDER(S) SITES

Many links on Esri Web sites go to Web sites owned and operated by Provider(s). These Web sites are not under Esri's control, and Esri is not responsible for information (regardless of how it is transmitted or received) or services provided by Provider(s) Web sites. Any links to Provider(s) Web sites provided on Esri Web sites do not imply an endorsement, affiliation, or sponsorship of any kind and do not represent warranties of the quality of services provided by such Provider(s).

#### 5. TRADEMARKS, LOGOS, AND COPYRIGHT

**5.1 Trademark Use.** "Esri," the Esri globe logo, and other marks used in Esri Web sites and Web Service(s) are trademarks or registered trademarks of Environmental Systems Research Institute, Inc. Other names appearing on this Esri Web site may be trademarks or registered trademarks of their respective trademark owners. These marks may only be used where authorized by Esri or permitted by law. Any use not authorized by Esri shall be considered a material breach of these Terms of Use. Additional information regarding Esri's [Copyrights and Trademarks](#) may be found online.

**5.2 Intellectual Property Notices.** Licensee shall not remove any intellectual property notices, proprietary legends, and/or U.S. Government Limited/Restrictive Rights legends contained in Web Service(s), the metadata files of any of Web Service(s), and any online and/or hard-copy attribution page of any data or documentation delivered hereunder and shall affix any attribution notices as may be specified therein. Proper attribution to Esri or the appropriate Provider must be given for any use of Web Service(s), and Licensee must include the applicable Web Service(s) copyright attribution notice as set forth in the relevant data source for all uses of Web Service(s). Licensee should contact Esri if Licensee is unsure how to give proper attribution.

**5.3 Copyright Policy.** Esri's copyright policy is to respond to notices of alleged copyright infringement that comply with applicable international intellectual property law (including, in the United States, the Digital Millennium Copyright Act) and to take down allegedly infringing materials and/or terminate the accounts of repeat infringers, as applicable. Further details of Esri's copyright policy can be found at [http://www.esri.com/legal/licensing/dmca\\_policy.html](http://www.esri.com/legal/licensing/dmca_policy.html).

**5.4 Copyright Information or Permissions.** Inquiries regarding additional uses not provided herein may be submitted to Esri through a Copyright Information or Permissions request available at <http://gis.esri.com/emails/mail-copyright.cfm>.

#### 6. MODIFICATIONS TO THE WEB SITE OR TERMS OF USE

Esri reserves the right to change content provided in and access to Web Service(s) at any time without notice to Licensee. This may be done at Esri's sole discretion for any reason including, but not limited to, legal compliance, change in Esri policy, aesthetic or technological development, or internal business or legal considerations. Esri may also, from time to time, modify or replace these Terms of Use or [Web Site Privacy Policy](#), which may affect Licensee's rights to use Web Service(s) provided.

Licensee understands and agrees that Licensee's access to or use of Web Service(s) after the modified or replaced Terms of Use or Web Site Privacy Policy is posted will signify Licensee's acceptance to those Terms of Use and Web Site Privacy Policy. Licensee further understands that it is Licensee's responsibility to read the current Terms of Use or Web Site Privacy Policy—Esri will not contact Licensee to let Licensee know they have been modified or replaced.

#### 7. PRIVACY AND PERSONAL ACCOUNTS

**7.1 Web Site Privacy Policy.** Esri may request certain information, configuration data, or personal information to access select Software or Web Service(s) or provide support through a Web site. Esri will collect and use this information in accordance with the [Web Site Privacy Policy](#). Licensee agrees to the use of this information in accordance with the Web Site Privacy Policy.

**7.2 Passwords and Account Information.** Some parts of the Esri Web site may require Licensee to create and use a personal account to access Software and Web Service(s) provided. Licensee is responsible for maintaining the confidentiality of the password for Licensee's personal account and is fully responsible for all activities that occur under Licensee's personal account unless access to Licensee's account number, account name, or password was obtained through no fault or negligence of Licensee's own. Licensee agrees to the following:

**7.2.1** Licensee will provide truthful and accurate information at all times when using Software and Web Service(s) provided on or through Esri Web sites;

**7.2.2** Licensee understands that using a false or incomplete name or e-mail address, impersonating any person or entity, or falsely stating or otherwise misrepresenting Licensee's affiliation with a person or entity will result in immediate removal of Licensee's personal account and termination of any rights provided herein;

**7.2.3** The account's name and e-mail address must be specific to Licensee—personal accounts may not be shared with other users;

**7.2.4** Licensee understands that sharing account information or allowing others to access Licensee's account will result in removal of Licensee's personal account;

**7.2.5** Licensee will notify Esri of any unauthorized use of Licensee's password or account or any other breach of security as soon as Licensee becomes aware of such use or breach; and

**7.2.6** Licensee will log off from account at the end of each session.

Esri shall not be liable for any loss or damage arising from Licensee's failure to comply with this section.

**7.3 Termination of Personal Account.** Esri reserves the right to monitor use of Esri Web sites. Esri reserves the right to suspend or cancel Licensee's account or access to Esri Web sites at any time, or take any other appropriate measures in Esri's legal capacity to enforce these Terms of Use. If Esri has Licensee's personal account removed from Esri Web sites for not following these Terms of Use, Licensee may not be allowed to return or create a personal account in the future.

## 8. EXCLUSION OF WARRANTIES AND LIMITATION OF LIABILITY

**8.1 Exclusion of Warranties.** THE WEB SERVICES ARE PROVIDED "AS IS," WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NONINFRINGEMENT. IN PARTICULAR, LICENSEE UNDERSTANDS THAT ESRI AND ITS PROVIDERS DO NOT WARRANT OR REPRESENT THAT THE WEB SERVICE(S) PROVIDED WILL BE

**8.1.1** AVAILABLE TO LICENSEE UNINTERRUPTED IN A SECURE FORM;

**8.1.2** ACCURATE OR FREE FROM ERROR; OR

**8.1.3** FIT TO USE IN LICENSEE'S APPLICATION, FOR LICENSEE'S PURPOSES, OR ACCORDING TO LICENSEE'S REQUIREMENTS OR NEEDS.

ESRI IS UNDER NO OBLIGATION TO CORRECT ANY ERRORS OR INCONSISTENCIES IN THE WEB SERVICE(S).

### **8.2 Limitation on Liability**

**8.2.1** ESRI AND ITS PROVIDER(S) SHALL NOT BE LIABLE FOR DIRECT, INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES RELATED TO LICENSEE'S DECISION TO ACCESS AND USE ANY OF THE WEB SERVICE(S), EVEN IF ESRI IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. LICENSEE AGREES TO HOLD ESRI AND ITS PROVIDER(S) HARMLESS FROM, AND LICENSEE COVENANTS NOT TO SUE ESRI OR ITS PROVIDER(S) FOR, ANY CLAIMS BASED ON USING THE SERVICE(S) AS INTEGRATED AS PART OF LICENSEE'S VALUE-ADDED APPLICATION, WHETHER IN CONTRACT (INCLUDING FUNDAMENTAL BREACH), TORT (INCLUDING NEGLIGENCE AND INFRINGEMENT), OR OTHERWISE.

## 9. INDEMNIFICATION

Esri is committed to respecting others' intellectual property rights and asks that Licensee do the same. To the extent permitted by law, Licensee agrees to defend, indemnify, and hold harmless Esri, its subsidiaries and Provider(s); officers; agents; cobranders; and alliance members or other partners, employees, or agents from any claim or demand, including reasonable attorneys' fees, made by any third party due to, or arising out of, Licensee's use of Web Service(s) including any use by Licensee employees or agents (including uses as described in Articles 2 and 3), Licensee's connection to Web Service(s), Licensee's violation of these Terms of Use, or Licensee's violation of any rights of a third party. Esri may, at its sole discretion, terminate Licensee's accounts or access rights if Licensee misappropriates, infringes, or otherwise violates the intellectual property rights of Esri or a third party, including Provider(s).

## 10. TERM AND TERMINATION

**10.1 Term.** These Terms of Use shall continue to apply until terminated by Licensee or Esri. Termination may only occur as provided in this section.

**10.2 Termination by Licensee.** Licensee may terminate these Terms of Use by (a) sending a letter to the address provided herein, Attn.: Contracts and Legal Services, expressing clearly in English Licensee's desire to terminate these Terms of Use ("Termination Letter") and (b) ceasing and discontinuing Licensee's use of all Web Services upon or before sending Termination Letter to Esri. Continued use of Web Service(s) after sending Termination Letter constitutes Licensee's acceptance and agreement to these Terms of Use.

**10.3 Termination by Esri.** Esri may terminate these Terms of Use if the following occurs:

**10.3.1** Licensee has breached the terms and conditions provided in these Terms of Use through either Licensee's action or inaction;

**10.3.2** Licensee has breached an agreement that Licensee has with Esri relating to the use of Esri products or services;

**10.3.3** Esri discontinues Web Service(s) on which these Terms of Use are based; or

**10.3.4** Esri, at its sole discretion, believes that it is in Esri's best commercial interest to terminate these Terms of Use.

**10.4 Effects of Termination.** Upon termination of these Terms of Use, all rights and obligations owed by the Parties shall cease except for those set forth in Articles 2, 6, 7, and 10. Those rights and obligations shall continue indefinitely.

**10.4.1** Esri will have no obligation to continue to store any Licensee content or permit Licensee to retrieve the same.

## 11. LANGUAGE

Licensee agrees that the English language version of these Terms of Use shall govern their interpretation. Any versions provided in a language other than English are provided for convenience only. Any inconsistencies or contradictions shall not affect the interpretation of the English language version.

## 12. FORCE MAJEURE

Esri and its Provider(s) shall not be liable for any delay or failure to perform their obligations under this Agreement where such delay or failure results from any cause beyond their reasonable control, including, but not limited to, acts of God; labor disputes or other industrial disturbances; electrical or power outage; utilities or telecommunications failures; earthquake, storms, or other elements of nature; blockages; embargoes; riots; acts or orders of government; acts of terrorism; or war.

## SECTION B—WEB SERVICES SPECIAL TERMS AND CONDITIONS

### 1. DEFINITIONS

1.1 "**Commercial Use**" means Licensee's authorized use of Web Service(s), wherein Licensee provides Web Service(s) to third parties through transactions from which Licensee generates or promotes the generation of income or any other means of commercial advantage or private financial gain.

1.2 "**Noncommercial Use**" means Licensee's authorized use of Web Service(s) for personal use, internal use within an organization, or when Licensee provides Web Service(s) to third parties at no charge, and Licensee or Licensee's third-party customers do not generate or promote the generation of income or any other means of commercial advantage or private financial gain from such use.

1.3 "**Application**" means the computer software program or online services developed by Licensee that operates in conjunction with Software, Data, Web Services, and Documentation.

1.4 "**ArcGIS Online**" means the Web service(s) identified as ArcGIS Online Standard Services and ArcGIS Online Subscription Services and any additional services and APIs made available by Esri at <http://www.esri.com/software/arcgis/arcgisonline/>.

1.5 "**ArcGIS Online Standard Services**" means the following:

- a. Standard maps available at <http://www.esri.com/software/arcgis/arcgisonline/standard-maps.html> for Noncommercial Use
- b. Tasks identified as Standard Task Services available at <http://www.esri.com/software/arcgis/arcgisonline/task-services.html> for Noncommercial Use
- c. Application programming interfaces (APIs) identified as ArcGIS Web Mapping available at <http://www.esri.com/software/arcgis/arcgisonline/web-mapping.html> when used
  - (i) For Noncommercial Use subject to the following condition, internal use within an organization, excluding nongovernmental or not-for-profit organizations, is restricted and limited to use for development and evaluation purposes only; and
  - (ii) For Commercial Use when used:
    - (a) For teaching purposes within a formal education program;
    - (b) In conjunction with an ArcGIS Server license;
    - (c) In conjunction with Subscription-based Map Services and Subscription Task Services, identified in 1.6.a and 1.6.b. below, totaling four thousand U.S. dollars (US\$4,000) per year or more; and
    - (d) In conjunction with a MapIt license.
- d. Microsoft Bing Maps Services identified on Attachment A.

1.6 "**ArcGIS Online Subscription Services**" means the following:

- a. Maps identified as Subscription-based Map Services at <http://www.esri.com/software/arcgis/arcgisonline/subscription-based.html> and used for Commercial Use
- b. Tasks identified as Subscription Task Services at <http://www.esri.com/software/arcgis/arcgisonline/task-services.html> and used for Commercial Use
- c. Application programming interfaces identified as ArcGIS Web Mapping at <http://www.esri.com/software/arcgis/arcgisonline/web-mapping.html> when used for internal use within an organization and Commercial Use except for such Commercial Use identified in Section 1.5.c. above
- d. Microsoft Bing Maps Services identified on Attachment B

1.7 "**Licensee Content**" means geographic data, imagery, applications, and services owned by Licensee.

## 2. LICENSE GRANT

2.1 **ArcGIS Online Standard Services.** Esri grants Licensee a nonexclusive, nontransferable, limited license to access, download, view, copy, and print Web Service(s) identified as ArcGIS Online Standard Services for use solely in conjunction with Software or Applications. Licensee may integrate functionality generated by ArcGIS Online Standard Services into Web-enabled Application(s) under the terms of this Agreement and any additional terms and restrictions identified in Section 3 below.

2.2 **ArcGIS Online Subscription Services.** Upon Licensee's payment to Esri of the applicable fee(s), Esri grants Licensee a nonexclusive, nontransferable, limited license to access, download, view, copy, and print Web Service(s) identified as ArcGIS Online Subscription Services for use solely in conjunction with Software or Applications. Licensee may integrate

functionality generated by ArcGIS Online Subscription Services into Web-enabled Application(s) under the terms of this Agreement and any additional terms and restrictions identified in Section 3 below.

2.3 Esri reserves the right to determine if Licensee's use of Web Service(s) qualifies as a no-charge Noncommercial Use or as a Commercial Use that requires a separate license fee.

2.4 As a condition of the grant of license to integrate ArcGIS Online Standard Service(s) or ArcGIS Online Subscription Services generated functionality into Web-enabled Application(s), Licensee shall have in place an enforceable agreement with its third party customers, which includes terms and conditions to protect the intellectual property rights of Esri and its Provider(s), and restricts all access and use of the Web Service(s) by Licensee's third-party customers to internal Noncommercial Use only, specifically prohibiting Commercial Use and further distribution by Licensee's third-party customers. Esri shall have the right to review and approve the terms and conditions of Licensee's agreement with its third-party customers.

### 3. PROVIDER(S) CONTENT INCLUDING GEOGRAPHIC AND IMAGERY DATA

Web Service(s) provided on or through an Esri Web site may contain Provider content, including geographic and imagery data, and services owned or provided by Provider(s). Use of Provider content and services may be subject to additional terms of use. Any such terms of use may be (a) provided with the data (such as with metadata), (b) under [Use of Data Restrictions](#), (c) identified at [www.esri.com/legal/](http://www.esri.com/legal/), or (d) provided through the hyperlink provided in Sections C and D below. These terms of use may be modified by Esri or a Provider from time to time, and it is Licensee's responsibility to check for updates to these terms of use. If a modification to the terms of use is unacceptable, Licensee may cancel Licensee's access upon written notice to Esri or discontinue use of the Web Service, as applicable. Continued use of the Web Service will be deemed acceptance of any modifications.

### 4. USE RESTRICTIONS

**4.1 Improper Use of Web Service(s).** Any rights not granted herein or otherwise agreed to in writing between Licensee and Esri are prohibited. In particular, unless specifically authorized by Esri in writing, Licensee may not (or attempt to) do the following:

- a. Access Web Service(s) or resources that have not been made available to Licensee through a standard Web browser or through Software;
- b. Reverse-engineer, decompile, access, disassemble, or hack Web Service(s) not made readily available to Licensee (without consideration as to how reasonable the means used are to keep such secure);
- c. Use Web Service(s) in such a manner as to adversely affect Esri's commercial interests or the commercial interests of Provider(s);
- d. Alter, obstruct, or remove any proprietary rights notices provided with Web Service(s);
- e. Manually or systematically harvest information contained within Web Service(s);
- f. Use Web Service(s) for illegal, improper, or inappropriate purposes (including, but not limited to, defamation or harassment of others, distribution of obscene or indecent material, stalking, or distribution of content in violation of the proprietary rights of others);
- g. Sell, rent, lease, lend, time-share, assign, or transfer any right to use Web Service(s) to any third party without the prior express written permission of Esri;
- h. Store the results derived from Licensee's use of Web Service(s) for the purpose of creating a value-added, Web-enabled Application that Licensee intends to resell, license, or otherwise distribute to third parties without the prior express written permission of Esri (except for Licensee's use of Web Service[s] in conjunction with Esri's ArcGIS software when Licensee may download and store the results derived from Licensee's use of Web Service[s]);
- i. Create derivative Web Service(s) or add value to Web Service(s) and thereafter resell or otherwise distribute Web Service(s) as Licensee's own Web Service(s) without the prior express written permission of Esri;
- j. Use Web Service(s) and reformat and display Web Service(s) in an attempt to mirror and/or make commercial use of the Esri Web site.

Any of the above, whether merely attempted or successfully executed, is a material breach of these Terms of Use.

## 5. NOTICE REQUIREMENT

**5.1 Use for Certain Web Service(s), Requirement of Notice.** Unless provided for in a separate agreement between Licensee and Esri, any Web Service(s) consisting of source code, scripts, publicly available Web-based libraries (such as JavaScript libraries), APIs (such as ArcGIS APIs), or other Web Service(s) used in Application or Web site development should reference Esri in a manner adequate to (a) make the ownership of the Service clear and (b) reference these Terms of Use. For instance, when referencing JavaScript libraries in a Web page, a comment should be included adjacent to the reference to the library providing: "The ArcGIS JavaScript API is owned by Esri and is used subject to the Terms of Use found at <http://www.esri.com/legal/licensing/software-license.html>." Please contact Esri if you are unsure how to give proper attribution.

## 6. TRADEMARKS, LOGOS, AND COPYRIGHT

**6.1 Trademark Use.** Please visit Esri's [Web Link and Logo License Agreement](#) page for information on providing a link from Licensee's Web page to Esri's.

## 7. SHARING LICENSEE'S CONTENT

In the event Licensee desires to share content by uploading or publishing Licensee Content to a content-sharing function offered through an Esri Web site, Licensee hereby grants Esri a nonexclusive, nontransferable, royalty free, worldwide limited license to (a) use, store, cache, copy, reproduce, (re)distribute, and (re)transmit Licensee's Content that is made available to end users of the Esri Web site; (b) provide end users of the Esri Web site with a hypertext reference link from the Esri Web site to the end user's map services at a specific URL containing Licensee Content; and (c) provide Licensee Content to an end user's Web browser as intended by the Esri content-sharing function offered through the Esri Web site. During the process of registering, uploading, publishing, or submitting Content to the Esri Web site, Licensee must designate and identify any redistribution limitations. Licensee grants all the end users of the Esri Web site, subject to any redistribution limitations identified by Licensee the right to access and use Licensee Content subject to any of Licensee's Terms of Use, License Agreements, or metadata file information that Licensee provides when the Licensee Content is registered, uploaded, published, or submitted for use on the Esri Web site.

## SECTION C—SUPPLEMENTAL TERMS OF USE FOR INFRASTRUCTURE AS A SERVICE

### 1. Amazon ([J9937 Amazon Infrastructure](#))

## SECTION D—SUPPLEMENTAL TERMS OF USE FOR PROVIDER SERVICES

### 1. Microsoft Bing Maps Services ([G-600](#))

**ATTACHMENT A**

<b>Product</b>	<b>Use Rights</b>	<b>Limitations Applicable to Use Rights</b>
ArcGIS Desktop: ArcView, ArcEditor, ArcInfo, ArcGlobe, ArcGIS Engine, ArcGIS Explorer	Unlimited use for Noncommercial Use	None.
ArcGIS Server: ArcGIS API for JavaScript, ArcGIS API for Flex, ArcGIS API for Silverlight, ArcGIS Mapping for SharePoint, ArcGIS .NET ADF, ArcGIS Java ADF	Limited use for Internal Noncommercial Use	ArcGIS Server 10 includes access to Bing Maps for up to 2,000,000 transactions per four cores per year ("Cap").  ArcGIS Server 9.3.1 includes the right to a free 90-day trial.

**ATTACHMENT B**

<b>Product</b>	<b>Use Rights</b>	<b>Limitations Applicable to Use Rights</b>
ArcGIS Desktop: ArcView, ArcEditor, ArcInfo, ArcGlobe, ArcGIS Engine, ArcGIS Explorer	Limited use for Commercial Use	One-year Subscription
ArcGIS Server: ArcGIS API for JavaScript, ArcGIS API for Flex, ArcGIS API for Silverlight, ArcGIS Mapping for SharePoint, ArcGIS .NET ADF, ArcGIS Java ADF	ArcGIS Server 9.3.1: Limited use for Noncommercial Use and Commercial Use	One-year Subscription for increments of 100,000 transactions
	ArcGIS Server 10: Limited use for both Noncommercial Use and Commercial Use	One-year Subscription for increments of 100,000 transactions for internal use above the Cap identified in Attachment A and for external use
ArcGIS Web Mapping: ArcGIS API for JavaScript, ArcGIS API for Flex, ArcGIS API for Silverlight, ArcGIS Mapping for SharePoint, SOAP and REST access to ArcGIS Online services	Limited use for Noncommercial Use and Commercial Use	One-year Subscription for increments of 100,000 transactions