



ArcWeb SERVICES SUBSCRIPTION AGREEMENT

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UNLESS OTHERWISE SUPERSEDED BY A SIGNED ArcWeb SERVICES SUBSCRIPTION AGREEMENT ("SUBSCRIPTION AGREEMENT") BETWEEN THE USER ("SUBSCRIBER") AND ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE, INC. ("ESRI"), ESRI IS WILLING TO GRANT SUBSCRIBER A LICENSE TO ACCESS AND CONSUME THE ArcWeb SERVICES DESCRIBED IN THIS SUBSCRIPTION AGREEMENT ONLY ON THE CONDITION THAT SUBSCRIBER ACCEPT ALL OF THE TERMS AND CONDITIONS CONTAINED HEREIN. PLEASE READ THIS SUBSCRIPTION AGREEMENT FOR ArcWeb SERVICES CAREFULLY BEFORE SUBSCRIBER ACCEPTS THIS SUBSCRIPTION AGREEMENT. SUBSCRIBER'S ACCESS TO THE ArcWeb SERVICES WILL NOT BEGIN UNTIL SUBSCRIBER HAS MANIFESTED ITS ASSENT TO ALL OF THE TERMS AND CONDITIONS IN THIS SUBSCRIPTION AGREEMENT BY CLICKING THE "I ACCEPT" BUTTON BELOW. IF SUBSCRIBER DOES NOT AGREE TO THE TERMS AND CONDITIONS AS STATED, THEN ESRI IS UNWILLING TO LICENSE THE ArcWeb SERVICE(S) TO SUBSCRIBER, AND SUBSCRIBER SHOULD CLICK THE "I DO NOT ACCEPT" BUTTON BELOW, IN WHICH EVENT, SUBSCRIBER WILL NOT GAIN ACCESS TO THE ArcWeb SERVICES.

SECTION A—GENERAL TERMS AND CONDITIONS

This Subscription Agreement is entered into by and between ESRI and Subscriber. ESRI is making available to Subscriber a suite of ArcWeb Services identified below and provided hereunder (hereinafter individually or collectively referred to as the "Service(s)"). ESRI provides the Service(s) and other online resources accessible via ESRI's Web site to Subscriber, subject to the terms and conditions of this Subscription Agreement, and any other operative Addendum(s), that may apply for the respective Service(s). Unless explicitly stated to the contrary, these terms and conditions, and the terms and conditions of any operative Addendum, shall govern Subscriber's use of any new feature(s) that augment or enhance the current Service(s), including the release of any new Service(s). If Subscriber is using any of the Service(s) on behalf of Subscriber's employer, Subscriber represents that Subscriber is authorized to accept these terms and conditions on behalf of Subscriber's employer.

ARTICLE 1—CONFIDENTIAL INFORMATION

To gain access to the Service(s), the parties hereby agree to these confidentiality provisions.

1.1 Subscriber acknowledges that Subscriber will obtain direct access via ESRI's Web site to certain ESRI confidential information including any and all password or controlled access information provided by ESRI and ESRI databases containing confidential information of ESRI and its licensors. ESRI acknowledges that ESRI may receive Subscriber's confidential information, data, business, product, or application marketing strategies and other valuable technical or personal information. The receiving party shall hold such confidential information ("Information"), which Information has been clearly marked as "Confidential" or "Proprietary" by the disclosing party, in strict confidence and may provide Information to employees within its organization only on a need-to-know basis. When applicable, ESRI may also distribute Information to ESRI distributors and affiliates who have a need to know and actively participate in the delivery of ArcWeb Services or corresponding support to Subscriber. Subscriber may use the Information obtained from ESRI's Web site, or by any other means of disclosure, solely for the purpose of developing, maintaining, and supporting Subscriber's Web-enabled applications subject to the respective Grant of License clause, to license additional ESRI software, data, or Service(s), or to support any other activities in furtherance of this Subscription Agreement.

1.2 The receiving party shall not acquire any rights, title, or ownership to the disclosing party and/or its licensor's Information, except the limited rights to use the Information as described above.

1.3 The receiving party's obligations to maintain the confidentiality of the disclosing party's Information shall continue for three (3) years after the date of first receipt of any Information hereunder. Upon termination of this Subscription Agreement or upon the disclosing party's written request, the receiving party must cease use of Information and return or destroy all Information.

1.4 This Article 1, Confidential Information, shall impose no obligation upon the receiving party with respect to Information that the receiving party can establish by legally sufficient evidence that (a) it possessed, or knew, prior to its receipt hereunder, or received from the disclosing party without an obligation to maintain its confidentiality; (b) Information is or has become generally known to the public through no act or omission by the receiving party, or otherwise without violation

of this Subscription Agreement; (c) Information was obtained from a third party that had the right to disclose it without an obligation to keep such information confidential; (d) Information was independently developed without the use of Information and without the participation of individuals who have had access to Information; or (e) Information is obtained in response to a valid order by a court or other governmental body, as otherwise required by law or as necessary to establish the rights of either party under this Subscription Agreement and as disclosed after adequate prior notice to the disclosing party, to afford the disclosing party the opportunity to object to or seek a protective order against the disclosure.

ARTICLE 2—SUBSCRIBER'S CONDUCT REGARDING THE USE OF ESRI WEB SITE AND SERVICE(S)

2.1 Subscriber agrees not to use the Service(s) in any way for spamming or to transmit chain letters, junk e-mail, or bulk communications. Without liability, ESRI reserves the right to block, filter, or delete any such unsolicited communications described above. Subscriber agrees not to transmit through the Service(s) any content that is objectionable or upload such content onto ESRI's Web site or its servers. Subscriber agrees not to use any ESRI domain name as a pseudonymous return e-mail address for any communications that Subscriber transmits from another location or through another service. Subscriber agrees not to pretend to be someone else or spoof their identity when using the Service(s).

2.2 Subscriber agrees not to use the Service(s) for any unlawful activities not otherwise covered above, including without limitation, attempting to compromise the security of any networked account or site, operating an illegal lottery or gambling operation, stalking, or making direct threats of physical harm. In addition to the foregoing, Subscriber's use of the Service(s) shall not comprise any activities including, but not limited to, the following:

- a. Impersonate any person or entity, including, but not limited to, an ESRI official or employee, ESRI's Web site or Service(s), or falsely state or otherwise misrepresent Subscriber's affiliation with an ESRI person or entity;
- b. Forge headers or otherwise manipulate identifiers to disguise the origin of any content transmitted through the Service(s) or develop hidden pages or images (those not linked to ESRI's Web site from another accessible page);
- c. Upload, post, or otherwise transmit any content that Subscriber does not have a right to transmit to the public under any law or under contractual or fiduciary relationships (such as inside information or proprietary or confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements);
- d. Upload, post, or otherwise transmit any material that contains software viruses or any other computer code, files, or programs designed to interrupt, destroy, or limit the functionality of any computer software, hardware, or telecommunications equipment;
- e. Intentionally or unintentionally violate any applicable local, state, or federal law or any regulations having the force of law including, but not limited to, regulations promulgated by the U.S. Securities and Exchange Commission or any national securities exchanges; or
- f. Stalk or otherwise harass another. Without liability, ESRI reserves the right to terminate this Subscription Agreement and to discontinue Subscriber's access to the Service(s) immediately upon ESRI's determination that Subscriber has engaged in any of the foregoing.

ARTICLE 3—NOTICES; MODIFICATION AND TERMINATION OF SERVICE(S)

ESRI may send notices to Subscriber via e-mail, regular mail, and or through available on-line documentation. The Service(s) may also provide notices of changes to the terms and conditions of this Subscription Agreement or other matters by displaying notices or links to notices to Subscriber generally about the Service(s). ESRI reserves the right, at any time and from time to time, to modify or discontinue, temporarily or permanently, the Service(s) (or any part thereof) with or without notice. ESRI may make changes to the Service(s), including those regarding products, services, programs, subscription terms and conditions, and prices, at any time. Subscriber can review the most current version of the Service(s) or this Subscription Agreement, and/or any operative Addendum that may apply, at any time at <http://www.esri.com/arcwebsites/>. If a modification of the Service(s) or the terms of the Subscription Agreement is unacceptable to the Subscriber, the Subscriber may cancel the subscription upon written notice to ESRI. If Subscriber continues to use the Service(s), the Subscriber will be deemed to have accepted the modifications. Any termination of Subscriber's access to the Service(s) due to the breach of any provision of this Subscription Agreement may be effected without prior notice, and ESRI may immediately deactivate or delete Subscriber's Service(s) site account and/or bar any further access to such files or the Service(s). Furthermore, ESRI will not be liable to Subscriber or any third party for any termination, modification, or suspension of the Service(s).

ARTICLE 4—INTELLECTUAL PROPERTY RIGHTS

4.1 "ESRI Trademarks" means all names, marks, brands, logos, designs, trade dress, and other designations ESRI uses in connection with the Service(s), software, data, or Information. Subscriber may not use or cobrand Subscriber's applications,

products, or material associated with Subscriber's applications or services with any ESRI Trademarks. Subscriber agrees not to incorporate any ESRI Trademarks into Subscriber's trademarks, service marks, company names, Internet addresses, domain names, or any other similar designations.

4.2 As a condition of ESRI's grant of license to use the Service(s), Subscriber shall not remove any intellectual property notices, proprietary legends, and/or U.S. Government Limited/Restrictive Rights legend contained in the Service(s), the metadata files of any of the 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.

4.3 Nothing on this Service(s) Web site shall be construed as conferring any license under any of ESRI's or any third-party provider's intellectual property rights, whether by estoppel, implication, or otherwise. Subscriber acknowledges sole responsibility for obtaining any such licenses.

ARTICLE 5—DISCLAIMER OF WARRANTIES

5.1 SUBSCRIBER'S USE OF THE SERVICE(S) IS AT SUBSCRIBER'S SOLE RISK. THE SERVICE(S) AND CONTENT ARE PROVIDED ON AN "AS-IS" AND "AS-AVAILABLE" BASIS. UNLESS OTHERWISE EXPLICITLY STATED, THE SERVICE(S) OR CONTENT ON ESRI'S WEB SITE IS NOT INTENDED FOR USE IN ANY MISSION-CRITICAL APPLICATIONS. ESRI DISCLAIMS ALL EXPRESS OR IMPLIED CONDITIONS, REPRESENTATIONS, AND WARRANTIES OF ANY KIND INCLUDING ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NONINFRINGEMENT. ESRI MAKES NO REPRESENTATIONS, WARRANTIES, CONDITIONS, OR GUARANTIES AS TO THE QUALITY, SUITABILITY, TRUTH, ACCURACY, OR COMPLETENESS OF ANY OF THE SERVICE(S) OR CONTENT CONTAINED ON ESRI'S WEB SITE.

5.2 THE SERVICE(S) OR CONTENT HAS BEEN OBTAINED FROM SOURCES BELIEVED TO BE RELIABLE, BUT ITS ACCURACY AND COMPLETENESS ARE NOT GUARANTEED. THE SERVICE(S) AND CONTENT MAY CONTAIN SOME NONCONFORMITIES, DEFECTS, INACCURACIES, ERRORS, OR OMISSIONS. ESRI MAKES NO WARRANTY OR CONDITION THAT (a) THE SERVICE(S) WILL MEET SUBSCRIBER'S REQUIREMENTS; (b) THE SERVICE(S) WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE; (c) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE(S) WILL BE ACCURATE OR RELIABLE; (d) THE QUALITY OF ANY SERVICE(S), DATA OR INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY SUBSCRIBER THROUGH THE SERVICE(S) WILL MEET SUBSCRIBER'S EXPECTATIONS; OR THAT (e) ANY ERRORS IN THE SERVICE(S), SOFTWARE, DATA, OR INFORMATION WILL BE CORRECTED.

5.3 ANY SOFTWARE, DATA, OR INFORMATION DELIVERED PURSUANT TO THIS SUBSCRIPTION AGREEMENT OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICE(S) IS DONE AT SUBSCRIBER'S OWN DISCRETION AND RISK, AND SUBSCRIBER IS SOLELY RESPONSIBLE FOR ANY DAMAGE TO SUBSCRIBER'S COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH SOFTWARE, DATA, OR INFORMATION INCLUDING ANY DAMAGES RESULTING FROM COMPUTER VIRUSES OR OTHER MALICIOUS COMPUTER CODE.

5.4 BOTH PARTIES EXPRESSLY ACKNOWLEDGE AND AGREE THAT THE INTERNET IS A NETWORK OF PRIVATE AND PUBLIC NETWORKS, AND THAT (a) THE INTERNET IS NOT A SECURE INFRASTRUCTURE, (b) NEITHER PARTY HAS CONTROL OVER THE INTERNET, AND (c) NEITHER PARTY IS LIABLE FOR DAMAGES UNDER ANY THEORY OF LAW RELATED TO THE DISCONTINUANCE OF OPERATION OF ANY PORTION OF THE INTERNET OR POSSIBLE REGULATION OF THE INTERNET THAT MIGHT RESTRICT OR PROHIBIT THE OPERATION OF THE SERVICE(S).

5.5 THE SERVICE(S) OR CONTENT DELIVERED HEREUNDER ARE NOT FAULT-TOLERANT AND ARE NOT DESIGNED, MANUFACTURED, OR INTENDED FOR USE OR RESALE FOR INSURANCE UNDERWRITING, OR WITH CRITICAL HEALTH AND SAFETY OR ONLINE CONTROL EQUIPMENT IN HAZARDOUS ENVIRONMENTS THAT REQUIRE FAIL-SAFE PERFORMANCE, SUCH AS IN THE OPERATION OF NUCLEAR FACILITIES, AIRCRAFT NAVIGATION, OR COMMUNICATION SYSTEMS, AIR TRAFFIC CONTROL, EMERGENCY RESPONSE, TERRORISM PREVENTION OR RESPONSE, LIFE SUPPORT, OR WEAPONS SYSTEMS ("HIGH-RISK ACTIVITIES"). ESRI SPECIFICALLY DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTIES OF FITNESS OR HIGH-RISK ACTIVITIES.

5.6 NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY SUBSCRIBER FROM ESRI OR THROUGH OR FROM THE SERVICE(S) WILL CREATE ANY WARRANTY OR CONDITION NOT EXPRESSLY STATED IN THE TERMS OF THIS SUBSCRIPTION AGREEMENT.

ARTICLE 6—LIMITATION OF LIABILITY

6.1 IN NO EVENT SHALL ESRI OR ITS THIRD-PARTY LICENSORS BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, REVENUE, GOODWILL, USE, DATA, ELECTRONICALLY TRANSMITTED ORDERS, OR OTHER ECONOMIC ADVANTAGE (EVEN IF ESRI HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), HOWEVER CAUSED AND REGARDLESS OF THE THEORY OF LIABILITY, WHETHER IN CONTRACT (INCLUDING FUNDAMENTAL BREACH), TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, ARISING OUT OF OR RELATED TO THE FOLLOWING: (a) THE USE OF, OR THE INABILITY TO USE, THE SERVICE(S); (b) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICE(S) RESULTING FROM ANY GOODS, DATA, INFORMATION, OR SERVICE(S) PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH OR FROM THE SERVICE(S); (c) UNAUTHORIZED ACCESS TO, OR ALTERATION OF, SUBSCRIBER'S TRANSMISSIONS OR DATA; (d) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE SERVICE(S); OR (e) ANY OTHER MATTER RELATING TO THE SERVICE(S) INCLUDING CONTENT SUBSCRIBER MAY DOWNLOAD, USE, MODIFY, OR DISTRIBUTE FROM ESRI'S WEB SITE.

6.2 SUBSCRIBER HAS SOLE RESPONSIBILITY FOR ADEQUATE PROTECTION AND BACKUP OF ANY DATA AND/OR ANY EQUIPMENT USED IN CONNECTION WITH THE SERVICE(S) AND WILL NOT MAKE A CLAIM AGAINST ESRI FOR LOST DATA, RERUN TIME, INACCURATE OUTPUT, WORK DELAYS, OR LOST PROFITS RESULTING FROM THE USE OF THE SERVICE(S).

6.3 SUBSCRIBER AGREES TO HOLD ESRI HARMLESS FROM, AND SUBSCRIBER COVENANTS NOT TO SUE ESRI FOR, ANY CLAIMS BASED ON USING THE SERVICE(S) AS INTEGRATED AS PART OF SUBSCRIBER'S VALUE-ADDED APPLICATION, WHETHER IN CONTRACT (INCLUDING FUNDAMENTAL BREACH), TORT (INCLUDING NEGLIGENCE), OR OTHERWISE.

6.4 Subscriber agrees that the limitation of liability and disclaimers set forth in this Subscription Agreement will apply regardless of whether Subscriber has accepted any Service(s), software, data, or documents delivered by ESRI. Subscriber agrees that ESRI sets its prices and entered into this Subscription Agreement in reliance upon the disclaimers and limitations set forth herein, that the same reflect an allocation of risk between the parties (including the risk that a contract remedy may fail of its essential purpose and cause consequential loss), and that the same form an essential basis of bargain between the parties.

ARTICLE 7—INDEMNITY

ESRI is committed to respecting others' intellectual property rights and asks that Subscriber do the same. To the extent permitted by law, Subscriber agrees to defend, indemnify, and hold harmless ESRI and its subsidiaries; affiliates; officers; agents; cobranders; 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, Subscriber's use of the Service(s) including any use by Subscriber's employees or agents (including uses as described in Article 1.1), Subscriber's connection to the Service(s), Subscriber's violation of the terms and conditions of this Subscription Agreement, or Subscriber's violation of any rights of a third party. ESRI may, at its sole discretion, terminate the accounts or access rights of Subscribers who misappropriate, infringe, or otherwise violate a third party's intellectual property rights.

ARTICLE 8—ESRI'S PRIVACY POLICY

ESRI respects Subscriber's desire for privacy. ESRI's Privacy Policy can be found at www.esri.com/company/privacy.html. By using the ESRI Web site, Subscriber is consenting to the processing of Subscriber's registration Information by ESRI, by the data and/or service provider, and, if applicable, by any authorized ESRI distributor responsible for providing technical support to Subscriber and consenting to the terms of ESRI's Privacy Policy. If ESRI decides to change that policy, it will post the revised policy prominently on ESRI's Web site or otherwise bring it to Subscriber's attention, so that Subscriber is always aware of what ESRI does with Subscriber's registration Information.

ARTICLE 9—GENERAL INFORMATION

9.1 This Subscription Agreement constitutes the entire agreement between Subscriber and ESRI and governs Subscriber's use of the Service(s), superseding any prior agreements between Subscriber and ESRI (including, but not limited to, any prior versions of the Subscription Agreement). Also, Subscriber may be subject to additional specific terms and conditions that may apply when Subscriber accesses and uses other Service(s), ESRI software, third-party content, or third-party software. Subscriber may not assign or otherwise transfer the terms and conditions nor any rights granted herein. Articles 1, 4, 5, 6, 7, and 9 shall survive termination of this Subscription Agreement.

9.2 This Subscription Agreement shall be construed and enforced in accordance with, and be governed by, the laws of the United States of America and the State of California without reference to conflict of laws principles. Subscriber and ESRI agree to submit to the personal and exclusive jurisdiction of the courts located within the county of San Bernardino, California. The parties specifically disclaim the U.N. Convention on Contracts for the International Sale of Goods.

9.3 Subscriber acknowledges and agrees that the Service(s) are subject to the U.S. Export Administration Laws and Regulations. Diversion of such Service(s) contrary to U.S. law is prohibited. Subscriber agrees that none of the Service(s), software, data, or Information, or any direct product therefrom, are being, nor will be, acquired for shipping, transferring, or reexporting, directly or indirectly, to proscribed or embargoed countries or their nationals, nor will it be used for nuclear activities, chemical biological weapons, or missile projects unless authorized by the U.S. government. Subscriber certifies that Subscriber is not on the U.S. Department of Commerce's Denied Persons List or affiliated lists or on the U.S. Department of the Treasury's Specially Designated Nationals List. Subscriber agrees to comply strictly with all U.S. export laws and assume sole responsibility for obtaining licenses to export or reexport as may be required. Subscriber further agrees to comply with all import laws, restrictions, and regulations applicable to the location where the Service(s) are received by the Subscriber.

9.4 Subscriber shall maintain at Subscriber's principal place of business complete and accurate business records of the transactions for Service(s) acquired pursuant to this Subscription Agreement. ESRI shall have the right to annually inspect such records at its expense and upon reasonable notice to Subscriber and provided such inspection is reasonable in scope and is nondisruptive of Subscriber's operations. If an audit reveals that Subscriber has underpaid any subscription or transaction fees to either ESRI or to its third-party supplier for Subscriber's use of the Service(s) in excess of ten percent (10%), then Subscriber shall pay ESRI's reasonable costs of conducting the audit, in addition to the underpaid amount.

9.5 Any breach of this Subscription Agreement will result in the irreparable harm to ESRI or its third-party licensors for which damages would be an inadequate remedy and, therefore, in addition to its rights and remedies otherwise available at law, ESRI shall have the right to an injunction, specific performance, or other equitable relief in any court of competent jurisdiction to prevent violation of these terms and without the requirement of posting a bond or undertaking or proving injury as a condition for relief.

9.6 The failure of ESRI to exercise or enforce any right or provision of the terms and conditions of this Subscription Agreement does not constitute a waiver of such right or provision. If a court of competent jurisdiction finds any provision of the terms of this Subscription Agreement to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of the terms and conditions of this Subscription Agreement remain in full force and effect. Regardless of any statute or law to the contrary, any claim or cause of action arising out of, or related to use of, the Service(s) or the terms and conditions of this Subscription Agreement must be filed within one (1) year after such claim or cause of action arose or be forever barred.

9.7 Fees quoted to Subscriber are exclusive of any and all applicable taxes or fees including, but not limited to, sales tax, use tax, value-added tax (VAT), customs, duties, or tariffs, and shipping and handling charges.

SECTION B—SPECIAL TERMS AND CONDITIONS FOR USE WITH ArcWeb SERVICES

ARTICLE 1—DESCRIPTION OF SERVICE

1.1 ArcWeb Services. ESRI, through its Web site, provides Subscriber with access to a rich collection of ESRI-owned or ESRI-licensed data or documentation, features, functions, modular components, and applications that can be published and accessed over the Web. Access to the Service(s) listed below will be provided to Subscriber via standard Web protocols.

- **ArcWeb for Developers.** Developers can access the Service(s) through industry standard APIs and may be used as part of Subscriber value-added Web-enabled application(s).
- **ArcWeb for ArcGIS Users.** End users can access the Service(s) through the ArcWeb Toolbar and other ESRI software products including ArcExplorer.

1.2 ESRI may make improvements and/or changes in its offerings of the Service(s), software, data, information, or prices described in this ESRI Web site at any time without notice. Changes are periodically made to the Web site and to the Service(s). ESRI may amend the ArcWeb Services Subscription Agreement or this or any other operative Addendum(s) at any time by posting the amended terms on this site.

Updates to the Service(s) described in Article 1.1 above are immediately made available to Subscriber upon their release for commercial availability as described in the online documentation and are provided to Subscriber at no additional charge.

ARTICLE 2—LICENSE

- a. **Grant for ArcWeb for Developers.** Subscriber is granted a nonexclusive, nontransferable, limited license to access the Service(s) to which Subscriber subscribes and for the specified number of credits or subscription period. Such license includes the right to access the Service(s) made available on the Web site and to use the Service(s) to develop and integrate Service(s)-generated functionality into Web-enabled applications. The Service(s) shall be used solely by Subscriber for Subscriber's own internal business purposes, including Internet and extranet access. Subscriber shall include the applicable ArcWeb Services copyright attribution notice as set forth in the relevant data source, provided however, if Subscriber should utilize a Raster Tile data source, Subscriber shall make an additional Web Service call and include the applicable copyright attribution notice for the data source as set forth in the online documentation for the Service(s). In the event Subscriber creates any Internet or extranet Web-enabled applications, Subscriber agrees to have an enforceable agreement in place with any customer or end user of such Web-enabled application that contains terms and conditions substantially similar to the terms and conditions of this Agreement and any operative Addendum(s) that may apply. In the event Subscriber uses the ESRI APIs delivered hereunder to add Web Services to a Web-enabled application from a source other than ESRI, and such non-ESRI provided Web Services comprise more than fifty percent (50%) of all Web Services consumed by Subscriber's Web-enabled application, additional license fees shall be due. "Web Services" shall mean software services or third party data components that perform GIS functions, tasks, or data services and are accessed over the Internet. Additional ESRI software, data, or information not included in the Service(s) is available to Subscriber for use in conjunction with the Service(s), subject to a separate ESRI license agreement. Subscriber may require third-party owned and provided data that will require additional third-party terms and conditions that are set forth in Section C hereto.
- b. **Grant for ArcWeb for ArcGIS Users.** Subscriber is granted a nonexclusive, nontransferable, limited license to access the Service(s), and updates, to which Subscriber subscribes for the specified number of credits or subscription period. Such license includes the right to access the Service(s) made available on the Web and accessed through the ArcWeb Toolbar. The Service(s) shall be used solely by Subscriber and solely in conjunction with ESRI software, data, or documentation and for Subscriber's own internal business purposes only. Subscriber may require third-party owned and provided data that will require additional terms and conditions that are set forth in Section C hereto. ESRI software, data, or documentation not included in the Service(s) is available to Subscriber for use in conjunction with the Service(s), subject to a separate ESRI license agreement.
- c. **Limitations.** Subscriber may not copy, download, store, except Subscriber may download and store geocoded results when utilizing the Service known as Address Manager, publish, transmit, transfer, sell, or otherwise use the Service(s) except as expressly permitted by these terms. Subscriber may not sell, rent, lease, lend, time-share, assign, or transfer any right to use the Service(s) to any third party without the prior express written permission of ESRI. Except for Subscriber's use of the Service(s) in conjunction with ArcGIS when Subscriber may download and store the results derived from Subscriber's use of the Service(s), Subscriber may not store the results derived from Subscriber's use of the Service(s) for the purpose of creating a value-added Web-enabled application that Subscriber intends to resell, license, or otherwise distribute to third parties. Subscriber may not reverse engineer, decompile, or disassemble the Service(s),

except to the extent that such activity is permitted by applicable law notwithstanding this restriction, in order to protect ESRI or its suppliers' trade secrets and proprietary information contained in the Service(s). Subscriber may not create derivative Service(s) or add value to the Service(s) and thereafter resell or otherwise distribute the Service(s) as Subscriber's own services. Subscriber may not use the Service(s) and reformat and display the Service(s) in an attempt to mirror and/or make commercial use of the ESRI Web site. All rights not specifically granted in this Article 2, License are reserved to ESRI.

ARTICLE 3—MISCELLANEOUS

ESRI Developer Network (EDN) Subscription. In the event Service(s) are provided under an EDN subscription, Service(s) may only be used in a development or test environment and may not be used in any production environment. In the event the EDN subscription is terminated for any reason, the Service(s) provided with the EDN subscription shall also terminate.

**SECTION C—TERMS AND CONDITIONS REQUIRED FOR USE OF THIRD-PARTY
DATA IN CONJUNCTION WITH ESRI ArcWeb SERVICES**

ESRI agrees to make available to the Subscriber certain Services(s) that may include datasets owned by certain third-party suppliers ("Third-Party Data"). In the event Subscriber accesses or utilizes such Third-Party Data, Subscriber's use of such Third-Party Data will be governed, in addition to the terms and conditions of this Subscription Agreement, by the terms and conditions set forth in the Use of Data Restrictions page found at http://www.arcwebservices.com/v2006/content/use_of_data.jsp.