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**Document Updated:** E300 – Exhibit 1 Scope of Use

**Date of Update Implementation:** February 21, 2014

**Overview:** Exhibit 1, Scope of Use (E300) has been updated to reflect changes due to new definitions, the addition of new Products, the removal of retired Products, and updated use terms of use.

**Product(s) Impacted:** Desktop Products, Server Products, Developer Tools, Online Services, and Data.

**Changes:**

- Addendum 1; Section 1- Definitions, Page 1 of 16

**What:** Added new definitions.

**Why:** Esri Client Software and Esri Content Package are new definitions required in connection with the new grant in Addendum 2, Section 2, No. 1.

44. ["Esri Client Software" means ArcGIS Runtime apps, ArcGIS for Desktop, and ArcGIS API for Flex apps.](#)

5. ["Esri Content Package" means a digital file containing ArcGIS Online basemap content \(e.g., raster map tiles, images, vector data\) extracted from the ArcGIS Online Basemap Services.](#)

- Addendum 1; Section 1- Definitions, Page 1 of 16

**What:** Updated definition.

**Why:** Clarifying this use of the Staging Server is permitted for use with Development and Deployment Servers. This has been confusing to customers.

"Staging Server License" means a license that authorizes Licensee to install and use the Software for the following purposes: building and testing Value-Added Applications [and map caches](#); conducting user acceptance testing, performance testing, and load testing of other third-party software; staging new commercial data updates; and training activities as described in the Documentation. [Value-Added Applications and map caches can be used with Development and Deployment Servers.](#)

- Addendum 1; Section 2- Terms of Use for Specific Software, Page 2 of 16

**What:** Added new Product offering.

**Why:** New offering: Esri Maps for Salesforce. Added Note 2 to this section to cover use restrictions. All these are applications that work on top of ArcGIS Online. These are premium desktop apps.



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- Esri Maps for IBM Cognos, MicroStrategy, Microsoft Dynamics CRM, Office, SharePoint, [Salesforce](#), or SAP BusinessObjects (~~2~~; [Addendum 2, Note 1](#))
  
  - Addendum 1; Section 2- Terms of Use for Specific Software, Page 2 of 16
    - What:** Product definition change for Esri Developer Network (EDN).
    - Why:** Esri no longer offers an EDN subscription option that includes AGOL.
      - Esri Developer Network (EDN) Software, ~~Online Services~~, and Data (24; 26; ~~7~~; [Addendum 2, Note 6](#))
  
  - Addendum 1; Section 2- Terms of Use for Specific Software, Page 3 of 16
    - What:** Added new footnote.
    - Why:** New footnote clarifying restrictions associated with Esri Maps products. Users are not permitted to distribute or post the information publicly. Information means the results of using the product; the output. Esri Maps for [third party product name] provide a way to integrate map information with information coming from the [third party product name]. Customers that use these products have already licensed [third party product name] from [third party vendor]. The restriction in footnote #2 aligns with licensing restrictions associated with the use of [third party product name]. For example, if a customer has licensed Esri Maps products, and wants to use it to integrate map information with [third party product name] information, [third party vendor] restricts access to, and use of, any information generated through the use of [third party product name] to only licensed users of [third party product name]. Therefore, Esri has the same restriction when integrating [third party product name] information with Esri Maps products.  
  
[22. Information created with Esri Maps products is for use only by Licensee's Named Users of ArcGIS Online or Portal for ArcGIS.](#)
  
  - Addendum 1; Section 2- Terms of Use for Specific Software, Page 3 of 16
    - What:** Revised footnote.
    - Why:** Clarifies that the use of a Development license is permitted for use by Staging or Development Servers.  
  
Product definition change for EDN. Esri no longer offers a subscription option that includes AGOL.  
  
24. EDN Software may be used only for the purposes of development, testing, and demonstration of a prototype Value-Added Application- [and creating map caches.](#)



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[Value-Added Applications and map caches can be used with Staging and Deployment Servers.](#) EDN server Software and Data may be installed on multiple computers for use by any Licensee EDN developer; all other EDN Software is licensed as a Single Use License. ~~[ArcGIS Online subscriptions included with EDN Advanced may be used as permitted by the Terms of Use in , Online Services Addendum.](#)~~

- Addendum 2; Section 2- Specific Terms of Use for Data, Page 5 of 16

**What:** Added terms related to use of ArcGIS Online Basemap Data.

**Why:** This is a new grant to allow for the distribution offline of basemap content on a device running Esri Client Software. See new definitions added "Esri Content Package" and "Esri Client Software". Online Basemap data can only be used offline with Esri Client Software.

[a. ArcGIS Online basemap data can be taken offline through Esri Content Packages and subsequently delivered \(transferred\) to any device for use exclusively with licensed Esri Client Software.](#)

- Addendum 2; Section 2- Specific Terms of Use for Data, Page 5 of 16

**What:** Added terms related to use of ArcGIS Online Basemap Data.

**Why:** This is a third-party vendor flow down restriction.

[b. ArcGIS Online basemap data is subject to an aggregate limit of fifty million \(50,000,000\) transactions during any twelve \(12\)-month period. Transactions include both basemap and geosearch Transactions. "Transaction" is defined in the Documentation at ArcGIS Resources at <http://links.esri.com/ago/transactiondef>.](#)

- Addendum 2; Section 2- Specific Terms of Use for Data, Page 6 of 16

**What:** Deleted term related to the use of Data Appliance for ArcGIS.

**Why:** This restriction no longer applies to the product configuration as it is currently being delivered.

~~[a. Licensee may only use Data for North America with the North America collection of the Data Appliance for ArcGIS. This restriction applies to a large-scale \(i.e., scale levels below 1:100,000\) street map, transportation layer, boundaries and places layer, and one \(1\) meter or better resolution imagery included in the USA Collection.](#)~~



~~This restriction does not apply to the small scale (i.e., scale levels above 1:100,000) maps provided in the World Collection, which are intended for display at global and regional scales.~~

- Addendum 2; Section 2- Specific Terms of Use for Data, Page 7 of 16

**What:** Deleted "Canadian Edition" text from Business Analyst Data restriction language.

**Why:** The restriction in [b] applies to Business Analyst Server – it not specific to just the Canadian Edition.

b. Business Analyst Data provided with Business Analyst [for](#) Server ~~Canadian Edition~~ may not be cached or downloaded by client applications and devices.

- Addendum 2; Section 2- Specific Terms of Use for Data, Page 8 of 16

**What:** Deleted term related to the use of MapStudio Data.

**Why:** Infogroup data is no longer included with MapStudio.

~~d. ——— Infogroup data is subject to the following terms of use: "Users" means end users of Esri Software. Any use of the Infogroup database not expressly authorized in this License Agreement is strictly prohibited. Without limiting the generality of the foregoing, Users are expressly prohibited from (i) sublicensing or reselling the Infogroup database; (ii) using or allowing third parties to use the Infogroup database for the purpose of compiling, enhancing, verifying, supplementing, adding to, or deleting from any mailing list, geographic or trade directories, business directories, classified directories, classified advertising, or other compilation of information that is sold, rented, published, furnished, or in any manner provided to a third party; (iii) using the Infogroup database in any service or product not specifically authorized in this License Agreement or offering it through any third party; (iv) disassembling, decompiling, reverse engineering, modifying, or otherwise altering the Infogroup database or any part thereof without Infogroup's prior written consent, such consent to be granted or withheld at Infogroup's sole discretion; or (v) using the Infogroup database for any direct marketing purposes.~~

- Addendum 3; Section 1- Common Terms of Use of Online Services, Article 1- Definitions, Page 9 of 16

**What:** Deleted "unrestricted" text from definition of "Anonymous Users".



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**Why:** Third party authentication not controlled by Esri may be required to access all layers within a publicly shared map.

- a. "Anonymous Users" refers to anyone who has ~~unrestricted~~ public access to any part of the Licensee's Content or Value-Added Applications, which Licensee has published through the use of the Sharing Tools, included with Licensee's licensed use of the Software or Online Services, as further described in Section 2 of this Addendum.

- Addendum 3; Section 1- Common Terms of Use of Online Services, Article 2- Use of Online Services, Page 10 of 16

**What:** Added "or except as provided" in the first sentence, and additional prohibitions at the end of the section.

**Why:** The addition of "or except as provided" has been added to support the transfer of ArcGIS Online basemap data as provided in Addendum 2, Section 2, 1a. The additional prohibitions have been added as a result of evolving laws relating to the protection of health information, as well as export control and US Government regulation.

In addition to the prohibited uses [or except as provided](#) under the License Agreement, Licensee shall not (i) attempt to gain unauthorized access to the Online Services or assist others to do so; (ii) use Online Services for spamming, to transmit junk e-mail or offensive or defamatory material, or for stalking or making threats of physical harm; (iii) use Online Services to store or transmit software viruses, worms, time bombs, Trojan horses, or any other computer code, files, or programs designed to interrupt, destroy, or limit the functionality of any computer software, hardware, or telecommunications equipment ("Malicious Code"); (iv) mirror, reformat, or display Online Services in an attempt to mirror and/or make commercial use of Online Services except to the degree that Online Services directly enable such functionality; (v) share the client-side data cache derived from Online Services with other licensed end users or third parties; (vi) distribute the client-side data cache derived from Online Services to third parties; (vii) manually or systematically collect or scrape (screen or web scraping) Content from Online Services; (viii) use ArcGIS Online Map Services, Geocoding Services, or Routing Services in communication with any in-vehicle navigation system installed in a vehicle (this does not include portable navigation devices) or that provides real-time, dynamic routing to any device. For instance, these Services may not be used to alert a user about upcoming maneuvers (such as warning of an upcoming turn) or to calculate an alternate route if a turn is missed; ~~or~~ (ix) incorporate any portion of Online Services



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into a commercial product or service unless the commercial product adds material functionality to Online Services; (x) use Online Services to process, store, or transmit any information, data, or technology controlled for export under the International Traffic in Arms (ITAR) regulations; or (xi) use Online Services to store or process Content online that is unclassified controlled technical information (UCTI) under DFARS 204.73, or is protected health information (PHI) under the Health Insurance Portability and Accountability Act (HIPAA).

- Addendum 3; Section 2- Terms of Use of for Specific Online Services, 1b- Additional Terms of Use for Products listed above, Page 13 of 16

**What:** Added additional term “Licensee may not remove or obscure any trademarks or logos that would normally be displayed through the use of the Online Services without written permission.”

**Why:** The addition is to reinforce a use that is not permitted when using Online Services.

vii. Licensee may not remove or obscure any trademarks or logos that would normally be displayed through the use of the Online Services without written permission.

- Addendum 3; Section 2- Terms of Use of for Specific Online Services, 1(e-g)- Additional Terms of Use for Products listed above, Page 14 of 16

**What:** Added the word “For” before each Online Services title

**Why:** The addition is to provide clarity that the following language is specific to the Online Service listed for that subsection.

- Addendum 3; Section 2- Terms of Use of for Specific Online Services, 1(g)- Additional Terms of Use for Products listed above, Page 14 of 16

**What:** Updated the language in section (g) for ArcGIS Online paid Developer Plan accounts and Development and Testing Plan accounts.

**Why:** Revised (g) to describe the types of transactions and their associated use limits and to clarify the restriction for developers.

Licensee ~~may use~~ is limited to one million (1,000,000) ~~map transactions basemap and one million (1,000,000) geosearch Transactions~~ per month in conjunction with Licensee's account. ~~One (1) transaction is equal to eight (8) map tiles.~~ "Transaction" is



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[defined in the Documentation at ArcGIS Resources at   
<http://links.esri.com/agol/transactiondef>.](#)

- Addendum 3; Section 2- Terms of Use of for Specific Online Services, 1(h)- Additional Terms of Use for Products listed above, Page 15 of 16

**What:** Deleted “license” and replaced with “be licensees of”.

**Why:** The replacement is to assist in clarification of language and to assist with foreign language translations for the Agreement.

This restriction does not apply to education institutions that are permitted to [licensebe licensees of](#) ArcGIS Online Public Plan accounts on behalf of registered students of the education institution for teaching purposes only. Education institutions are also permitted to provide access to a single ArcGIS Online Public Plan account to more than one (1) registered student when used for teaching purposes only.

- Addendum 3; Section 2- Terms of Use of for Specific Online Services, 2(a)- Terms of Use for ArcGIS Online Services, Page 15 of 16

**What:** Added and deleted language regarding Geocoding Services.

**Why:** ArcGIS Online World Geocoding Service has been retired. Additional language has been added to clarify that the use of such services now requires an ArcGIS Online account.

2. Terms of Use for ArcGIS Online Services:

a. [World Geocoding Services](#): Licensee may not store the [geocoded](#) results ~~from generated by the use of either of the following services: [service](#) without a subscription. Single address lookup (search) is permitted without a subscription as long as the result of the search is not stored for later use.~~

~~an ArcGIS Online [World Geocoding Service \(available at\)](#) [account](#). [Standard Geocoding Task Service \(available at\)](#)~~