



Esri Labs User Agreement

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IMPORTANT—READ CAREFULLY

This Esri Labs User Agreement ("Agreement") is between you ("User") 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, and governs User's use of Esri Labs Projects. User accepts this Agreement by using Esri Labs Projects. Esri may change this Agreement at any time with notice of such change by updating the terms and conditions of Esri Labs Projects published at <http://esriurl.com/esrilabs-ura>. User is responsible for reviewing the terms and conditions from time to time, and to remain compliant with any such changes. If User does not consent to this Agreement, please cease use immediately.

Esri Labs Projects ("Project" or "Projects") are developed by Esri employees and are released to the public as non-commercial offerings. These Projects could possibly become stand-alone offerings, a capability of ArcGIS, or be discontinued at any time without notice. Esri may suspend access to a Project at any time for any reason. Projects are free to use, but are not official Esri offerings.

Reservation of Ownership and Grant of Rights

Under this Agreement, Esri grants to User a personal, revocable, nonexclusive, nontransferable right to use Projects for User's non-production/non-commercial use solely at User's own risk and discretion. User does not receive title to or ownership of Projects, user documentation, Esri and its licensors' data, or Esri trademarks hereunder. User may view, use, copy, reproduce, publish, publicly display, or redistribute map images derived from Projects in hard copy or static, electronic formats (e.g., PBIX, PDF, GIF, JPEG) if you retain the trademarks and attributions on the map image. Esri and its licensors reserve all rights not expressly granted herein.

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Uses Not Permitted

Unless specifically permitted by a Project, User may not (i) reverse engineer, decompile or disassemble, Projects; (ii) manually or systematically collect or scrape data from Projects; (iii) benchmark the availability, performance, or functionality of Projects for competitive purposes; (iv) probe, scan, or test the vulnerability of Projects or breach any security or authentication measures used by Projects; (v) use Projects for real-time, dynamic routing purposes (e.g., turn-by-turn directions); (vi) make any attempt to circumvent the technological measure(s) that control access to or use of Projects; (vii) remove or obscure any Esri (or its licensor's) patent, copyright, trademark, proprietary rights notices, or legends contained in or affixed to any Projects or any associated documentation, metadata file, or output; (viii) sell, rent, lease, sublicense, lend, time-share, assign, publish, disclose, display, or otherwise make available Projects, or components thereof, in any form, to any person or entity without the written permission of an authorized Esri representative; (ix) use Projects to process, store, transmit, or enable access to any information, data, or technology controlled for export under the International Traffic in Arms (ITAR) regulations; (x) use Projects to process, store, transmit, or enable access to any covered defense information (CDI) under DFARS subpart 204.73, or is protected health information (PHI) under the Health Insurance Portability and Accountability Act (HIPAA); or (xi) use or authorize others to use the data from Projects for direct marketing purposes, resale publication, or distribution to any third party as part of any mailing list, directory, classified advertising, or other compilation of information.

Term and Termination

This Agreement is effective upon acceptance and will continue until such time that (i) User discontinues use of Projects; (ii) Esri discontinues the Project; or (iii) Esri terminates User's right to use Projects. Esri may terminate User's right to use Projects immediately, without notice or opportunity to cure, for User's breach of this Agreement.

Disclaimer of Warranty and Limitation of Liability

These Projects do not go through Esri's standard rigorous software development lifecycle and testing as compared to commercially-released Esri products or services. Projects bearing the name Esri Labs are not holistically tested or documented. User's access and use of Projects is at User's own risk, and Projects are not supported by Esri Technical Support.

Projects are provided "AS-IS" without any warranty of any kind, express or implied, including, but not limited to, the warranties of merchantability, fitness for a particular purpose, or noninfringement of intellectual property rights. Projects are not designed, manufactured, or intended for use in environments or applications that may lead to death, personal injury, or physical property/environmental damage. **Esri is not responsible for any claims, demands, actions, damages, liabilities, or losses that may result from any (i) use of; or (ii) interruption or suspension of Projects. In no event will Esri be liable to User for direct, indirect, special, incidental, or consequential damages related to User's access or use of Projects, even if Esri has been advised of the possibility of such damage. These limitations shall apply notwithstanding any failure of essential purpose of any limited remedy.**

US Export Control

User may not export, reexport, import, transfer, release, or provide access to Projects to (i) any US embargoed country; (ii) any person on the US Treasury Department's list of Specially Designated Nationals; (iii) any person or entity on the US Commerce Department's Denied Persons List, Entity List, or Unverified List; or (iv) any person or entity or into any country where such export, reexport, access, or import violates any US, local, or other applicable import/export control laws or regulations including, but not limited to, the terms of any import/export license or license exemption and any amendments and supplemental additions to those import/export laws as they may occur from time to time.

General Provisions

The failure of Esri to enforce any provision of this Agreement will not be deemed a waiver of the provision or a waiver of Esri's right thereafter to enforce that provision or any other provision. User agrees that if any provision of this Agreement is held to be unenforceable for any reason, such provision will be reformed only to the extent necessary to make the intent of the language enforceable. User will not assign, sublicense, or transfer any rights or obligations under this Agreement and any attempt to do so without consent will be void. US federal law and the law of the State of California govern this Agreement, excluding their respective choice of law principles. This Agreement is not subject to the United Nations Convention on Contracts for the International Sale of Goods.