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ADDENDUM 1
SOFTWARE TERMS OF USE
(E300-1)

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LICENSE AGREEMENT
(E204 04/24/2012)

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- ArcExplorer—Java and Windows Editions (20; [Addendum 2, Note 1](#))
- ArcGIS for Desktop (Advanced, Standard, or Basic) (26; [Addendum 2, Note 1](#); [Addendum 2, Note 6](#))
- ArcGIS Explorer Desktop (20; [Addendum 2, Note 1](#))
- ArcGIS for AutoCAD (20)
- ArcLogistics
 - Desktop ([Addendum 2, Note 1](#))
 - Using ArcGIS Online (20; 46; [Addendum 2, Note 1](#))
 - Using ArcGIS for Server (20; 46; [Addendum 2, Note 1](#))
 - Navigator (46; [Addendum 2, Note 1](#))
- ArcPad (12; 13; [Addendum 2, Note 1](#))
- ArcReader (20; [Addendum 2, Note 1](#) and 25)
 - ArcView (1 or 2 and 25 and 44)
 - ArcEditor (1 or 2 and 25, 26, and 44)
 - ArcInfo (2, 25, 26, and 44)
 - ArcGIS Desktop Extensions (7)
- ArcView 3.x and Extensions (1, 7, and 17)
- Esri Business Analyst (Canadian Edition) ([Addendum 2, Note 1](#); [Addendum 2, Note 4](#))
- Esri Business Analyst ([Addendum 2, Note 1](#); [Addendum 2, Note 4](#))
- Esri Maps for Office ([Addendum 2, Note 1](#))

Server-GIS

- ArcGIS-)
- Server and Extensions**
- ArcGIS for Server
 - Workgroup (either 3 or 5 and 8; 9, 25; 28; 29; 30; 32; 38; 39; [Addendum 2, Note 1](#); [Addendum 2, Note 6](#), 40, and 45))
 - Enterprise (either 3, 4, or 5 and 8; 9, 25; 27; 31; 38; 39; [Addendum 2, Note 1](#); [Addendum 2, Note 6](#), 40, and 45))
 - ArcGIS Server Geoportal Extension (either 4 or 5 and 7, 47, and 52)
 - ArcIMS
 - ArcIMS and Extensions (either 3, 4, or 5 and 8, 40, and 31)
- ArcIMS ArcMap ArcGIS for Server Extensions
 - ArcGIS for INSPIRE (8; [Addendum 2, Note 1](#))
- Esri Business Analyst Server
 - Workgroup (8; 9; 28; 29; 30; 31; 39; [Addendum 2, Note 1](#); [Addendum 2, Note 4](#) (either 3, 4, or 5 and)
 - Enterprise (8; 9; 27; 31; 39; [Addendum 2, Note 1](#);

Developer Tools

- ArcGIS Runtime SDK for iOS, Windows Phone, Windows Mobile, or Android (16; [Addendum 2, Note 1](#))
- ArcGIS Engine Developer Kit and Extensions (22, 26)
- ArcGIS Engine for Windows/Linux and Extensions (15; 22; 26; [Addendum 2, Note 1](#); [Addendum 2, Note 6](#))
- ArcGIS for iOS ([Addendum 2, Note 1](#))
- ArcGIS for Windows Mobile Deployments (16; 54; [Addendum 2, Note 1](#))
- ArcGIS Runtime (18; 59; [Addendum 2, Note 1](#))
- ArcGIS Runtime SDK (60; [Addendum 2, Note 1](#) The-)
- ArcGIS Web Mapping APIs (including SharePoint, JavaScript™, Adobe® Flex®, Microsoft® Silverlight™, WPF™, SOAP, and REST) (15; 64; 66; [Addendum 2, Note 1](#) 6, 33, 35, 53, and 54))
- Esri Business Analyst Online API for Adobe Flex, Microsoft Silverlight, SOAP, and REST (16; 55; [Addendum 2, Note 1](#); [Addendum 2, Note 4](#))
- Esri Community Analyst API for Adobe Flex, Microsoft Silverlight, SOAP, and REST (16; 55; [Addendum 2, Note 1](#); [Addendum 2, Note 4](#))
- Esri Location Analytics API for Adobe Flex, Microsoft Silverlight, SOAP, and REST (16; 55; [Addendum 2, Note 1](#); [Addendum 2, Note 4](#))

GIS Viewers and Connectors

- MapIt (11, 25, 31, 35, 49, and 50)
- ArcExplorer—Java and Windows Editions (20 and 25)
- ArcGIS Explorer (20 and 25)
- ArcGIS for AutoCAD (1, 20, and 25)
- Geoportal Clients for ArcGIS (7, 20, and 52)

Business-GIS

- ESRI)
 - Esri Business Analyst (1 or 2 and 25, 45, and 48)
 - BusinessMAP (1 and 25)
 - ArcLogistics (either 1 or 2 and 25)
 - ArcLogistics Connect (6, 20, 25, 34, 35, and 46)
- ArcLogistics Server Developer ([Addendum 2, Note 1](#); [Addendum 2, Note 4](#) (5, 8, 9, 21, 25, 28, 39, 40, and 45))
 - Esri Business Analyst Server Developer (Canadian Edition) ([Addendum 2, Note 1](#); [Addendum 2, Note 4](#))
 - ArcLogistics Navigator (1, 25, and 46)
 - ArcLogistics Navigator Deployments (1, 15, and 46)

<p>Addendum 2, Note 4))</p> <ul style="list-style-type: none"> ▪ Esri Business Analyst Server (Canadian Edition) (8; 9; 27; 31; 39; Addendum 2, Note 1; Addendum 2, Note 4) ▪ Portal for ArcGIS (31; 61; 62; Addendum 2, Note 1) <ul style="list-style-type: none"> ▪ Esri Tracking Server (either 4 or 5 and 31) ▪ ArcGIS Server Image Extension (either 3, 4, or 5 and 8, 31, and 42) <ul style="list-style-type: none"> ▪ ArcGIS Server Image Extension Service Editor (1) ▪ RouteMAP IMS (either 3, 4, or 5 and 8, 25, and 31) ▪ Esri Maps for IBM Cognos (53) <ul style="list-style-type: none"> ▪ Esri Maps for SharePoint (Addendum 2, Note 1 ESRI Business Analyst Server (5, 8, 9, 21, 25, 28, 31, 39, 40, 45, and 48) <p>Mobile GIS</p> <ul style="list-style-type: none"> ▪ ArcPad (1, 12, 13, and 25) ▪ ArcPad Application Builder (1 and 25) ▪ ArcGIS Mobile Deployments (1, 15, 16, and 25) <p>Developer GIS</p> <ul style="list-style-type: none"> ▪ ESRI Developer Network (EDN) Software, Web Services, and Data (6, 7, 24, 25, 26, 34, 35, and 36) ▪ ArcGIS Engine Developer Kit and Extensions (1 and 14, 15, 22, 25, 26, and 43) ▪ ArcGIS Engine Runtime and Extensions (1, 15, 22, 25, and 26) ▪ MapObjects—Windows Edition (1, 14, 15, 16, and 18) ▪ MapObjects—Java Edition (1, 5, 8, 15, 18, and 19) ▪ MapObjects LT (1, 14, and 16) ▪ NetEngine (1, 5, and 15) ▪ NetEngine Internet (5) ▪ ESRI Business Analyst Server Developer (6, 25, 35, and 51)) 	<p>Cartographic Production</p> <ul style="list-style-type: none"> ▪ Maplex (1) ▪ Military Overlay Editor (1) ▪ Production Line Tool Set (PLTS) for ArcGIS, GIS Data ReViewer, Map Production System—Atlas, Job Tracking for ArcGIS (JTX) (either 1 or 2); ▪ Job Tracking for ArcGIS Server (either 4 or 5 and 7) <p>Web Services</p> <ul style="list-style-type: none"> ▪ ArcGIS) <ul style="list-style-type: none"> ▪ Esri Developer Network (EDN) Software, Online Standard Services (6, 25, 33, 34, and 35) <p>Data</p> <ul style="list-style-type: none"> ▪ ESRI Data (24; 26; Addendum 2, Note 1; Addendum 2, Note 4; Addendum 2, Note 6 & Maps (either 1 or 3, 4, or 5 and 23 and 37)) <ul style="list-style-type: none"> ▪ ESRI Data (either 1, 2, or 5 and 25 and 48) <ul style="list-style-type: none"> ▪ Demographic, Consumer Spending, Market Potential, Retail MarketPlace, Business, Traffic, Shopping Center, Cable Boundaries, Banking, and Crime ▪ Tapestry Segmentation (either 1, 2, or 5 and 21 and 48) ▪ Address Coder (either 1, 2, or 5 and 21, 22, 25, and 48) ▪ Sourcebook America (1 and 21) ▪ ArcGIS Data Appliance (6, 23, 25, and 41) ▪ StreetMap Premium (either 1, 2, 4, or 5 and 6 and 25)Esri File Geodatabase API (47)
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Notes

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ADDENDUM 2
DATA TERMS OF USE
(E300-2)

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8. *Address Coder:* The Data is provided for Your internal business use solely in connection with Your authorized use of Software. You may include Reports and maps created from Data in hard-copy or read-only format in presentation

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9. *MapStudio Data*: Use of Data is subject to the following terms and conditions:

- a. NAVTEQ data is subject to the terms of use at http://www.esri.com/legal/pdfs/j9791-navteq_use_data.pdf.
- b. Tele Atlas/TomTom data is subject to the terms of use at http://www.esri.com/legal/pdfs/j9792-teleatlas_use_data.pdf.
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ADDENDUM 3
ONLINE SERVICES ADDENDUM
(E300-3)

This Online Services Addendum ("Addendum 3") sets forth the terms of Your use of Online Services and includes the License Agreement, which is incorporated by reference. This Addendum takes precedence over conflicting terms of the License Agreement. Esri reserves the right to update the terms from time to time. Section 1 of this Addendum 3 contains terms applicable to all Online Services; Section 2 contains common terms applicable to specific Online Services.

SECTION 1—COMMON TERMS OF USE OF ONLINE SERVICES

ARTICLE 1—DEFINITIONS

In addition to the definitions provided in the License Agreement, the following definitions apply to this Addendum:

- a. "API" means application programming interface.
- b. "ArcGIS Website" means <http://www.arcgis.com> and any related or successor websites.
- c. "Content" means data, images, photographs, animations, video, audio, text, maps, databases, data models, spreadsheets, user interfaces, software applications, and Developer Tools.
- d. "Developer Tools" means software development kits (SDKs), APIs, software libraries, code samples, and other resources.
- e. "Named Users" means Your employees; agents; consultants; contractors; or, for education accounts, registered students whom You authorize to access Online Services for Your exclusive benefit through Your ArcGIS Online account, to which they are explicitly linked through unique, individual user names and passwords.
- f. "Online Content" means Content hosted or provided by Esri as part of Online Services, including any Map Services, Task Services, Image Services, and Developer Tools and excluding Content provided by third parties that You access through the ArcGIS Website Online Content.
- g. "Service Components" means each of the following: Online Services, Online Content, ArcGIS Website, Developer Tools, Documentation, or related materials.
- h. "Your Content" means any Content that You or Your Named Users submit to Esri in connection with Your use of the Online Services, any results derived from the use of Your Content with Online Services, and any applications You build with Developer Tools and deploy with Online Services. Your Content specifically excludes personal information and any feedback, suggestions, or requests for Product improvements that You provide to Esri.

ARTICLE 2—USE OF ONLINE SERVICES

2.1 License to Online Services. Esri grants You a personal, nonexclusive, nontransferable, worldwide license to access and use Online Services as set forth in the applicable Ordering Documents (i) for which the applicable license fees have been paid, (ii) for Your own internal use by You and Your Named Users, and (iii) in accordance with this License Agreement and the licensed configuration on file as authorized by Esri.

2.2 Provision of Subscription Online Services. For subscription Online Services, Esri will

- a. Provide Online Services to You in accordance with the Documentation;
- b. Provide customer support in accordance with Esri's standard customer support policies and any additional support You may purchase; and
- c. Use commercially reasonable efforts to ensure that Online Services will not transmit to You any Malicious Code, provided Esri is not responsible for Malicious Code that was introduced to Online Services through Your account or through third-party Content.

2.3 Your Responsibilities. You or Your Named Users are the only persons authorized to access Online Services through Your accounts. Authorization Codes may not be shared among multiple individuals but may be reassigned for absences of one (1) month or longer. You and Your Named Users are responsible for maintaining the confidentiality of Authorization Codes and for ensuring that unauthorized third parties do not access Your account. You will immediately notify Esri if You become aware of any unauthorized use of Your account or any other breach of security.

2.4 Prohibited Uses of the Online Services. In addition to the prohibited uses under the [License Agreement](#), You 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 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, routes, or geocodes derived from Online Services to third parties; (vii) manually or systematically harvest information and data contained within Online Services; (viii) use ArcGIS Online Map Services, Geocoding Services, or Routing Services in connection with any products, systems, or applications installed or otherwise connected to or in communication with vehicles capable of vehicle navigation, positioning, dispatch, real-time route guidance, fleet management, or similar applications; or (ix) incorporate any portion of Online Services into a commercial product or service unless it adds material functionality to the Online Services.

2.5 Evaluations. Esri may provide licenses to use certain Services for Your internal evaluation purposes. Such licenses continue until the stated evaluation period expires or until You purchase a subscription, whichever occurs first. **IF YOU DO NOT CONVERT YOUR EVALUATION LICENSE TO A SUBSCRIPTION PRIOR TO EXPIRATION OF THE EVALUATION TERM, ANY CONTENT AND CUSTOMIZATIONS THAT YOU UPLOADED OR MADE DURING THE EVALUATION TERM WILL BE PERMANENTLY LOST. IF YOU DO NOT WISH TO PURCHASE A SUBSCRIPTION, YOU MUST EXPORT SUCH CONTENT BEFORE THE END OF YOUR EVALUATION PERIOD.**

2.6 Modifications of Online Services. Esri reserves the right to alter, modify, deprecate, or discontinue Online Services and related APIs at any time. If reasonable under the circumstances, Esri will provide prior notice of any material alterations. Esri will attempt to support any deprecated APIs for up to six (6) months, unless there are legal, financial, or technological reasons not to support them.

2.7 Attributions. You are not permitted to remove any Esri or its licensors' logos or other attribution associated with any use of ArcGIS Online Services.

ARTICLE 3—TERM AND TERMINATION

The following supplements Article 5—Term and Termination of the [License Agreement](#):

3.1 Term of Subscriptions. The term of any subscription will be provided in the Ordering Document under which it was purchased or in the Online Services description referenced therein. For subscriptions that are subject to automatic renewal, the length of any renewal term shall be limited to the shorter of one (1) year or the length of the expiring term. Renewal may be avoided by providing written notice to the other party at least thirty (30) days before expiration of the then-current term. Monthly subscription rates may be increased upon thirty (30) days' notice. Esri may increase rates for subscriptions with a term greater than one (1) month by notifying You at least sixty (60) days prior to expiration of the then-current subscription term.

3.2 Account Suspensions. Esri may suspend Your account if (i) You breach this License Agreement; (ii) You exceed Your usage limits and fail to purchase additional Service Credits sufficient to support Your continued use of Online Services as described in Article 5 of this Addendum; or (iii) there is reason to believe that Your use of Online Services will adversely affect their integrity, functionality, or usability or that Esri and its licensors may incur liability by not suspending Your account. If warranted under the circumstances, You will be notified of any suspension beforehand and allowed the opportunity to take corrective action.

ARTICLE 4—YOUR CONTENT, FEEDBACK

4.1 Your Content. You retain all right, title, and interest in Your Content. You hereby grant Esri and its licensors a nonexclusive, nontransferable, worldwide right to host, run, and reproduce Your Content solely for the purpose of enabling Your use of Online Services. Without Your permission, Esri will not access, use, or disclose Your Content except as reasonably necessary to support Your use of Online Services, respond to Your requests for customer support, or troubleshoot Your account or for any other purpose authorized by You in writing. If You access Online Services with an application

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4.2 Removal of Your Content. Esri may remove or delete any portions of Your Content if there is reason to believe that You have uploaded it to Online Services in violation of this License Agreement. If reasonable under the circumstances, Esri will notify You before Your Content is removed. Esri will respond to any Digital Millennium Copyright Act take-down notices in accordance with Esri's Copyright Policy, available at http://www.esri.com/legal/licensing/dmca_policy.html.

4.3 Sharing Your Content. Online Services and ArcGIS Website include publishing capabilities that allow You to make Your Content available to third parties ("Sharing Tools"). You hereby grant to any third parties with whom You elect to share Your Content using such Sharing Tools the right and license to use, store, cache, copy, reproduce, (re)distribute, and (re)transmit Your Content with Online Services subject to any terms of use and access restrictions that You provide with Your Content. ESRI IS NOT RESPONSIBLE FOR ANY LOSS, DELETION, MODIFICATION, OR DISCLOSURE OF YOUR CONTENT RESULTING FROM YOUR NAMED USERS' MISUSE OF SUCH SHARING TOOLS OR ANY OTHER SERVICE COMPONENTS. YOUR USE OF SUCH SHARING TOOLS IS AT YOUR SOLE RISK.

4.4 Retrieving Your Content upon Termination. Upon termination of this License Agreement or any evaluation or subscription, Esri will make Your Content available to You for download for a period of thirty (30) days unless You request a shorter window of availability or Esri is legally prohibited from doing so. Thereafter, Your right to access or use Your Content with Online Services will end, and Esri will have no further obligations to store or return Your Content.

ARTICLE 5—LIMITS ON USE OF ONLINE SERVICES; SERVICE CREDITS

Esri may establish limits on the resources available to You with Online Services. These limits may be controlled through Service Credits. Service Credits are used to measure the consumption of ArcGIS Online services made available through Your account. The maximum Service Credits provided with Your ArcGIS Online account will be addressed in the applicable Ordering Document. Esri will notify Your account administrator when Your Service consumption reaches approximately seventy-five percent (75%) of the Service Credits allocated to You through Your subscription. The overage limits for a particular Service and options to address overages will be provided in the Service description and specified in the Ordering Document. Esri reserves the right to suspend Your account until You pay all outstanding overage fees in accordance with this License Agreement.

ARTICLE 6—ONLINE CONTENT; THIRD-PARTY CONTENT AND WEBSITES

6.1 Online Content. ArcGIS Online Data is included as a component of Online Services and is licensed under the terms of the [License Agreement](#).

6.2 Third-Party Content and Websites. Online Services and ArcGIS Website may reference or link to third-party websites or enable You to access, view, use, and download Content from such websites. This Agreement does not authorize You to use such third-party Content, and You may be required to agree to different or additional terms in order to use such Content. Esri does not control these websites and is not responsible for their operation, content, or availability; Your use of any such third-party websites and Content is at Your sole risk. The presence of any links or references in Online Services to third-party websites and resources does not imply an endorsement, affiliation, or sponsorship of any kind.

ARTICLE 7—YOUR WARRANTIES

You warrant that Your use of Online Services will not (i) infringe or misappropriate any third-party intellectual property rights or proprietary rights or (ii) contain or transmit to a third party any Malicious Code.

ARTICLE 8—YOUR DUTY TO INDEMNIFY ESRI

You shall indemnify, defend, and hold harmless Esri and its licensors from and against any third-party claims, losses, actions, demands, liabilities, costs, damages, or expense, including reasonable attorneys' fees, arising out of or based on Your breach

of this License Agreement; breach of any warranty supplied by You under this License Agreement; or allegations that Your use of Online Services infringes a US patent, copyright, or trademark or misappropriates a trade secret or other intellectual property rights of a third party, provided (i) Esri promptly notifies You in writing of the claim, (ii) Esri provides documents clearly describing the allegations, (iii) Esri gives You sole control of the defense of any actions and negotiations related to the defense or settlement of any claim, and (iv) Esri reasonably cooperates in the defense of the claim.

SECTION 2—TERMS OF USE FOR SPECIFIC ONLINE SERVICES

Specific Online Services are subject to the terms of use set forth in the notes referenced below:

<ul style="list-style-type: none"> ▪ <u>ArcGIS Online (1; 2; 3; Addendum 2, Note 1; Addendum 2, Note 6)</u> ▪ <u>Business Analyst Online (4; Addendum 2, Note 1; Addendum 2, Note 4)</u> ▪ <u>Business Analyst Online Mobile (4; Addendum 2, Note 1; Addendum 2, Note 4)</u> 	<ul style="list-style-type: none"> ▪ <u>Community Analyst (4; Addendum 2, Note 1; Addendum 2, Note 4)</u> ▪ <u>Redistricting Online (3; Addendum 2, Note 1)</u> ▪ <u>MapStudio (6; Addendum 2, Note 9)</u>
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Notes

1. In addition to the common terms of use of Online Services:

- a. You may use Your ArcGIS Online account to build a Value-Added Application(s) using the ArcGIS Online Development Tools and Services enabled through Your ArcGIS Online account.
- b. You may provide access to Your Value-Added Application(s) to third parties, subject to the following terms:
 - i. You may allow anonymous user access to Your Value-Added Application(s).
 - ii. You shall not add third parties as Named Users to Your ArcGIS Online account for the purpose of allowing third parties to access Your Value-Added Application(s). This restriction does not apply to third parties included within the definition of Named Users.
 - iii. You shall not provide a third party with access to ArcGIS Online Services enabled through Your ArcGIS Online account other than through Your Value-Added Application(s). This restriction does not apply to third parties included within the definition of Named Users.
 - iv. You are responsible for any fees accrued through the use of Your ArcGIS Online account by third parties accessing Your Value-Added Application(s). This includes Service Credits required to support third-party Online Services usage, and any additional subscription fees for Online Services as required.
 - v. You are solely responsible for providing technical support for Your Value-Added Application(s).
- c. For ArcGIS Online ELA and Organization Plan accounts: You are also permitted to
 - i. Charge an additional fee to third parties to access Your Value-Added Application(s), subject to the terms of this License Agreement; or
 - ii. Transfer Your Value-Added Application(s) to a third party's ArcGIS Online account.
 - (1) You may charge third parties a fee for Your Value-Added Application(s).
 - (2) You are not obligated to provide technical support for the third party's general use of its ArcGIS Online account not related to Your Value-Added Application(s).
 - (3) You are not responsible for any fees accrued through the third party's use of Your Value-Added Application(s) that have been transferred to or implemented on the third party's ArcGIS Online account.
- d. For Personal Plans, Education and Not-for-Profit use of ArcGIS Online accounts: You are not permitted to charge an additional fee to third parties to access Your Value-Added Application(s). Charging a fee to access Your Value-Added Application(s) requires an ArcGIS Online ELA or Organization Plan account.

2. You are not permitted to be the licensee of an ArcGIS Online account for or on behalf of a third party.

3. Terms of Use for ArcGIS Online Services: The following ArcGIS Online Services are not subject to fee-based Service Credit consumption usage. There is no fee (unless otherwise noted) to use these services up to the predefined maximum usage limits shown below. Use of these services beyond the predefined usage limits requires an additional fee. These services may be used only in conjunction with ArcGIS Software or an ArcGIS Online account.
- a. *Map Services, Imagery Services, and Geometry Services:* You may put these services to any use consistent with these terms of use, excluding Advertising Supported Use, subject to an aggregate limit of fifty million (50,000,000) transactions during any twelve (12)-month period. "Transaction" is defined in the Documentation at the ArcGIS Online Content resource center at <http://help.arcgis.com/en/arcgisonline/content/>

- b. ArcGIS Online Standard Task Services: You may put these services to any use consistent with these terms of use, excluding Advertising Supported Use, subject to a limit of five thousand (5,000) routing requests (as defined in the Documentation) during any twelve (12)-month period.
 - c. ArcGIS Online Subscription Task Services: Upon Your payment to Esri of the applicable fee(s), You may put these services to any use consistent with these terms of use, excluding Advertising Supported Use.
 - d. ArcGIS Online Sample Services: You may use these services for internal evaluation and development purposes only. All licenses for ArcGIS Online Services are subject to these terms of use and any additional restrictions or requirements identified in the Documentation.
- 4. You may not display or post any combination of more than one hundred (100) Esri Business Analyst Online or Community Analyst Reports and maps on Your external websites.
 - 5. You may not unbundle or use independently of a subscription any software components used to access Products, including, but not limited to, Business Analyst Online API, Community Analyst API, or Location Analytics API.
 - 6. You may create, publicly display, and distribute maps in hard copy and static electronic format for news-reporting purposes.



EXHIBIT 1
SCOPE OF USE
(E300 ~~12/2009~~02/27/2012)

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The scope of use for the Software, Data, and Web Services identified below is described in the applicable footnotes identified in parentheses.

Software

- ArcExplorer—Java and Windows Editions (20 and 25)
- ArcGIS API for iOS, Windows Phone, or Android (1, 16, 25, and 33)
- ArcGIS Desktop
 - ArcInfo (either 1 or 2 and 25, 26, 33, 44, and 45)
 - ArcEditor (either 1 or 2 and 25, 26, 33, 44, and 45)
 - ArcView (either 1 or 2 and 25, 33, 44, and 45)
- ArcGIS Desktop Extensions (7)
- ArcGIS Engine Developer Kit and Extensions (1, 14, 15, 22, 25, 26, and 43)
- ArcGIS Engine Runtime and Extensions (either 1 or 2 and 15, 22, 25, 26, and 33)
- ArcGIS Explorer (20, 25, and 33)
- ArcGIS for AutoCAD (1, 20, and 25)
- ArcGIS for iOS (1, 25, and 33)
- ArcGIS Mobile Deployments (1, 15, 16, 25, 33, and 54)
- ArcGIS Runtime (1, 15, 18, 33, 35, and 59)
- ArcGIS Runtime SDK (1, 15, 18, 33, 35, and 60)
- ArcGIS Server
 - Workgroup (either 3 or 5 and 8, 9, 25, 28, 29, 30, 32, 33, 38, 39, 40, and 45; if licensed as a Term License, 6 will also apply)
 - Enterprise (either 3, 4, or 5 and 8, 9, 25, 27, 31, 33, 38, 39, 40, and 45; if licensed as a Term License, 6 will also apply)
 - > Cloud Bundle (6 and 33)
- ArcGIS Server Extensions
 - ArcGIS for INSPIRE (7, 8, 33, and 35)
 - ArcGIS Server Geoportal Extension (either 3, 4, or 5 and 7 and 52)
 - ArcGIS Server Image Extension (7, 8, and 42)
 - ArcGIS Server Image Extension Service Editor (1)
 - Other Extensions (7)
- ArcGIS Web Mapping (including SharePoint, JavaScript, Adobe Flex, Microsoft Silverlight/WPF, SOAP, and REST) (6, 33, and 35)
- ArcIMS
 - ArcIMS and Extensions (either 3, 4, or 5 and 8, 10, 31, and 45)
- ArcLogistics
 - Desktop (1 and 25)
 - Using ArcGIS Online (6, 20, 25, 34, 35, and 46)
 - Using ArcGIS Server (6, 20, 25, 34, 35, and 46)
 - Navigator (1 and 46)
- ArcPad (1, 12, 13, 25, and 33)
- ArcReader (20, 25, 33, and 45)
- ArcView 3.x and Extensions (1, 7, and 17)

- Esri Business Analyst Server
 - Workgroup (either 3, 4, or 5 and 8, 9, 21, 25, 28, 29, 31, 33, 39, 40, 45, and 48)
 - Enterprise (either 3, 4, or 5 and 8, 9, 21, 25, 27, 31, 33, 39, 40, 45, and 48)
- Esri Business Analyst Server (Canadian Edition) (either 3, 4, or 5 and 8, 9, 21, 25, 27, 31, 33, 36, 39, 40, and 45)
- Esri Business Analyst Server Developer (3, 6, 25, 33, 35, and 51)
- Esri Business Analyst Server Developer (Canadian Edition) (3, 6, 25, 33, 35, 36, and 51)
- Esri CityEngine (either 1 or 2 and 44)
- Esri Defense Mapping (either 1 or 2)
- Esri Developer Network (EDN) Software, Web Services, and Data (6, 7, 24, 25, 26, 33, 34, and 35)
- Esri File Geodatabase API (47)
- Esri Maps for IBM Cognos (5 and either 49 or 53)
- Esri Nautical Solution (either 1 or 2)
- Esri Production Mapping (either 1 or 2)
- Geoportal Clients for ArcGIS (7, 20, and 52)
- MapObjects—Java Edition (1, 5, 8, 15, 18, and 19)
- MapObjects LT (1, 14, and 16)
- MapObjects—Windows Edition (1, 14, 15, 16, and 18)
- MOLE (1)
- NetEngine Internet (5)
- Portal for ArcGIS (5, 6, 31, 33, 61, 62, and 63)
- Tracking Server (either 4 or 5 and 31)

Web Services

- ArcGIS Online Services (6, 25, 33, 34, and 35)
- Esri Business Analyst Online (6, 25, 33, 48, 56, 57, and 58)
- Esri Business Analyst Online Mobile (1, 6, 25, 33, 48, 56, 57, and 58)
- Esri Community Analyst (6, 25, 33, 48, 56, 57, and 58)
- Esri MapStudio (6, 25, 33, 34, 35, and 56)
- Esri Redistricting Online (6, 25, 33, 34, and 35)

Data

- Data with ArcGIS Data Appliance (6, 23, 25, and 41)
- Esri Address Coder (either 1, 2, or 5 and 21, 22, 25, and 48)
- Esri Business Analyst (Canadian Edition) Data (either 1 or 2 and 6, 21, 25, 33, 36, and 45)
- Esri Business Analyst Data (either 1 or 2 and 21, 25, 33, 45, and 48)
- Esri Business Analyst Server (Canadian Edition) Data (either 3, 4, or 5 and 21, 25, 33, 36, and 45)
- Esri Business Analyst Server Data (either 3, 4, or 5 and 21, 25, 33, 45, and 48)

- Esri Aeronautical Solution (either 1 or 2)
- Esri Business Analyst (Canadian Edition) (either 1 or 2 and 6, 25, 33, 36, and 45)
- Esri Business Analyst (either 1 or 2 and 25, 33, 45, and 48)
- Esri Business Analyst Online API for Adobe Flex, Microsoft Silverlight, SOAP, and REST (6, 16, 25, 33, 35, 55, and 56)
- Esri Data & Maps (either 1, 2, 3, 4, or 5 and 23 and 37)
- Esri Data (either 1, 2, or 5 and 25 and 48)
 - Demographic, Consumer Spending, Market Potential, Retail MarketPlace, Business, Traffic, Shopping Center, Cable Boundaries, Banking, and Crime
- Sourcebook•America (1 and 21)
- StreetMap Premium (either 1, 2, 4, or 5 and 6 and 25)
- Tapestry Segmentation (either 1, 2, or 5 and 21 and 48)

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- ~~The~~ 19. MapObjects—Java Edition contains Java Archive files, which indicate they are authentic ~~ESRI~~ Esri-certificated files when used over the Internet. Licensee shall not use ~~ESRI~~ Esri certification or reference ~~ESRI~~ Esri as a source of trusted content in any modified MapObjects—Java Archive files. Licensee may deploy the unmodified Java class ~~ESRI~~ Esri-certified libraries as an integral part of the Licensee's application(s).

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