



IMPORTANT—READ CAREFULLY

~~UNLESS SUPERSEDED BY A SIGNED LICENSE AGREEMENT BETWEEN YOU AND ESRI, ESRI IS WILLING TO LICENSE SOFTWARE, DATA, WEB SERVICES, OR DOCUMENTATION TO YOU ONLY IF YOU ACCEPT ALL TERMS AND CONDITIONS CONTAINED IN THIS LICENSE AGREEMENT. PLEASE READ THE TERMS AND CONDITIONS CAREFULLY. SOFTWARE, DATA, OR DOCUMENTATION WILL NOT BEGIN DOWNLOADING TO OR INSTALL ONTO YOUR COMPUTER SYSTEM UNTIL YOU HAVE MANIFESTED YOUR ASSENT TO THE TERMS AND CONDITIONS OF THE LICENSE AGREEMENT BY CLICKING "I accept the License Agreement" BELOW. IF YOU DO NOT AGREE TO THE TERMS AND CONDITIONS AS STATED, THEN ESRI IS UNWILLING TO LICENSE SOFTWARE, DATA, WEB SERVICES, OR DOCUMENTATION TO YOU, AND YOU SHOULD CLICK "I do not accept the License Agreement" BELOW AND RETURN THE PACKAGE TO ESRI OR ITS AUTHORIZED DISTRIBUTOR. SEE FOR UPDATED TERMS THAT MAY APPLY TO FUTURE VERSIONS OF SOFTWARE, DATA, WEB SERVICES, AND DOCUMENTATION.~~

LICENSE AGREEMENT

~~(E204 04/22/2010)~~

Unless superseded by a signed license agreement between You and Esri, Esri is willing to license Products to You only if You accept all terms and conditions contained in this License Agreement. Please read the terms and conditions carefully. You may not use the Products until You have agreed to the terms and conditions of the License Agreement. If You do not agree to the terms and conditions as stated, click "I do not accept the license agreement" below; You may then request a refund of applicable fees paid.

This License Agreement is between ~~you ("Licensee")~~ the licensee ("You") 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.

ARTICLE 1—DEFINITIONS

Definitions. The terms used are defined as follows:

- aa. "Authorization Code(s)" means any key, authorization number, enablement code, login credential, activation code, token, account user name and password, or other mechanism required for use of a Product.
- b. "Beta" means any alpha, beta, or prerelease Product.
- c. "Commercial ASP" means a person or entity that generates revenue by providing a website or Internet web application that enables third parties to access and use an application that uses approved Esri Software, for example, by charging a subscription, service, or transaction fee or by generating more than incidental advertising revenue. Commercial ASP excludes a governmental or not-for-profit organization that operates a website or offers an Internet service on a cost recovery basis and not for profit.
- d. "Concurrent Use License" means a license to install and use the Software, Data, and Documentation, or Web Services on computer(s) on a network, but the number of simultaneous users may not exceed the number of licenses acquired.
- be. "Data" means any Esri or third-party digital dataset(s) including, but not limited to, geographic vector data coordinates, raster, data reports, or associated tabular attributes licensed under this License Agreement, whether bundled with Software and Online Services or delivered independently.
- ef. "Deployment License" means a license that allows You to sublicense select Software and associated Authorization Codes to third parties.
- g. "Deployment Server License" means a license that, in addition to providing Staging Server License rights, authorizes You to install and use the Software or Data to provide services to multiple users on the same or other computer(s).

- h. "Development Server License" means a license that authorizes You to install and use the Software on a single computer to design and build applications that interface with or utilize server Software as described in the Documentation.
- i. "Documentation" means all printed and digital materials including, but not limited to, help files, user reference documentation, training documentation, or technical that is delivered with the Software.
- j. "Online Services" means any Internet-based geospatial system, hosted by Esri or its licensors, for storing, managing, publishing, and using maps, data, and other information and briefings.
- d. "Samples" k. "Ordering Document(s)" means a sales quotation, purchase order, or other document identifying the Products that You order.
- l. "Product(s)" means Software, Data, Online Services, and Documentation licensed under the terms of this Agreement.
- m. "Sample(s)" means sample code, sample applications, add-ons, or sample extensions of Software, Data, Documentation, or Web Services Products.
- n. "Service Credit(s)" means a unit of exchange that is allocated with an Online Services subscription in an amount specified in the Ordering Document. Each Service Credit entitles You to consume a set amount of Online Services, the amount varying depending on the Online Services being consumed. As Online Services are consumed, Service Credits are automatically debited from Your account, up to the maximum number of Service Credits available. Additional Service Credits can be purchased as described in Addendum 3e.
- o. "Single Use License" means a license that allows You to permit a single authorized end user to install and use the Software, Data, and Documentation on a single computer for use by that end user on the computer on which the Software is installed. You may permit the single authorized end user to install a second copy for end user's exclusive use on a second computer as long as only one (1) copy of Product is in use at any one (1) time. No other end user may use Product under the same license at the same time for any other purpose.
- p. "Software" means all or any portion of Esri's proprietary software technology accessed or downloaded from an Esri-authorized website or delivered on any media in any format including backups, updates, service packs, patches, hot fixes, or permitted merged copies.
- fq. "Staging Server License" means a license that, in addition to providing Development Server License rights, enables You to use and install the Software for the following purposes: user acceptance testing, performance testing, load testing of other third-party software, staging new commercial data updates, and training activities.
- r. "Term License" means a license or access provided for use in-of a Product for a limited time period ("Term") or on a subscription or transaction basis.
- g. "Web Services" means software services or Esri or third party data provided by Esri that perform geographic information system (GIS) functions, tasks, or data services and are accessed over the Internet.

ARTICLE 2—INTELLECTUAL PROPERTY RIGHTS AND RESERVATION OF OWNERSHIP

Software, Data, Web Services, and Documentation Products are licensed and, not sold. Esri and its licensors own Software, Data, Web Services, and Documentation Products and all copies, which are protected by United States and applicable international laws, treaties, and conventions regarding intellectual property and proprietary rights including trade secrets.

Licensee agrees You agree to use reasonable means to protect Software, Data, Web Services, and Documentation Products from unauthorized use, reproduction, distribution, or publication. Esri and its third-party licensors reserve all rights not specifically granted in this License Agreement including the right to change and improve Web Services Products.

ARTICLE 3—GRANT OF LICENSE

3.1 Grant of License. Subject to the terms of this License Agreement, Esri grants to Licensee You a personal, nonexclusive, nontransferable license solely to

- a. Use the type and number of copies of Software, Data, and Documentation and access Web Services use the Products as set forth in the applicable Ordering Documents (i) for which the applicable license fees have been paid; (ii) for Licensee's Your own internal use, and; (iii) in accordance with Exhibit 1 this Agreement and the licensed configuration on file ordered by You or as authorized by Esri or its authorized distributor; and (iv).
- b. Access and use any secure Esri website resources made available to Licensee for Licensee's own internal use, provided that Licensee follows Esri's terms of use policy specified therein. All password or controlled access information provided by Esri or its authorized distributor shall be treated as Esri confidential information.

3.2 Beta License. Licensee may be accepted into a current Beta Testing Program:

- a. If Licensee is accepted into the Beta Testing Program, Esri will provide to Licensee access to Beta and will grant Licensee a personal, nonexclusive, nontransferable, royalty free applicable Term License to use Beta at the authorized and/or, if no Term is identified test sites solely for the purpose of testing Beta as delivered, until terminated in accordance with the Beta Testing Program guidelines and the terms of this License Agreement. This grant of license is effective from the date Licensee is accepted into the program or date of receipt of any Beta until the date of the commercial release of Software from Esri Customer Service or the date of termination of the Beta Testing Program for the specific Beta, whichever is sooner. Article 5. License types may include, but are not limited to, Single User, Named User, Concurrent User, Deployment, Deployment Server, Development Server, Staging Server, or Term Licenses; Online Services may also be licensed under a Service Credit limitation. All Product use is
- b. Licensee agrees to provide suggestions or comments regarding performance, usability or effectiveness, bug reports, test reports, or other feedback (collectively, "Feedback") to Esri with respect to Beta.
- c. Licensee grants to Esri the right to freely use, share, disclose, reproduce, license, distribute and otherwise publicly display and perform any Feedback provided to Esri by Licensee. Licensee will not provide Feedback that Licensee knows or reasonably should have known contains content subject to license or use restrictions.
- d. Beta and Feedback contain confidential information and trade secrets that are proprietary to Esri. Licensee agrees to use commercially reasonable means (at least as great as those used by Licensee for its own confidential information) to maintain the integrity, confidentiality, and Esri proprietary rights in Beta and Feedback. Licensee may not share or release Feedback or results of Beta testing with any third party.
- e. Beta is subject to change prior to its commercial release or may never be commercially released. Licensee acknowledges that Beta is not suitable or licensed for full use the scope of use set forth in any production system and accepts all responsibility for use and any results generated.

3.3 Evaluation License. Esri may from time to time offer Term License(s) for Software, Data, Web Services, or Documentation for Licensee's evaluation only.

3.4 Article 4 Consultant or Contractor Access. Subject to Section 3.1, Esri grants Licensee the right to provide access to and use of Software, Data, Web Services, or Documentation to any consultant or contractor of Licensee exclusively for the benefit of Licensee. Licensee shall be solely responsible for compliance by consultants and contractors with this License Agreement. Access to or use of Software, Data, Web Services, and Documentation by consultants or contractors not exclusively for the benefit of Licensee is prohibited.

3.5 Educational Program License. If Licensee has been qualified by Esri or its authorized distributor to participate. Additional terms applicable to specific Products You license are contained in an educational program, the following additional terms apply of use:

- a. *Software.* Terms of use for specific Software products are set forth in Addendum 1, which is incorporated by reference.
- b. *Data.* Data terms of use are set forth in Addendum 2, which is incorporated by reference.
- c. *Online Services.* Terms of use for Online Services are set forth in Addendum 3
 - a. *Educational Use License.* Licensee agrees to use Software, Data, Web Services, and Documentation solely for educational, research, and academic purposes that are noncommercial in nature. Licensee shall not use Software, Data, Web Services, and Documentation for any Administrative Use or profit generating activities.
 - b. *Administrative Use Term License.* Licensee may use the Software, Data, Web Services, and Documentation for administrative activities that are not directly related to instruction or education, such as asset mapping, facilities management, demographic analysis, routing, campus safety, and accessibility analysis ("Administrative Use"). Licensee shall not use the Software, Data, Web Services, or Documentation for any profit generating activities.

3.6 Grant Program License. If Licensee has been qualified to participate in an Esri grant program, Licensee may only use the type and number of copies of the Software, Data, Web Services, and Documentation permitted in the Esri grant document and the licensed configuration on file with Esri Customer Service, and solely for noncommercial purposes specified in the Esri grant document. Licensee shall not use the Software, Data, Web Services, and Documentation for any profit generating activities.

, which is incorporated by reference.

Addendum 1, Addendum 2, and Addendum 3 collectively replace Exhibit 1—Scope of Use (E300) from earlier versions of the Esri License Agreement.

3.2 Evaluation and Beta Licenses. Products acquired under an evaluation license or under a Beta program are intended for evaluation and testing purposes only and not for commercial use. Any such use is at Your own risk, and the Products do not qualify for Esri or distributor maintenance.

3.3 Special Use Programs. If You acquire Products under a special program for noncommercial, nonprofit, educational, or other limited-use license, Your use of the Products is subject to the terms set forth in the applicable enrollment form or as described on Esri's website in addition to the nonconflicting terms of this License Agreement. All such program terms are incorporated herein by reference.

ARTICLE 4—SCOPE OF USE

4.1 Permitted Uses

- a. Licensee For Products delivered to You, You may install
 1. Install and store Software, Data, and Documentation Products on electronic storage device(s);
 2. Licensee may make one (1) copy of Software, Data, and Documentation for archival purposes.
Licensee may make copies and routine computer backups;
 3. Install and use a newer version of Software concurrently with the version to be replaced during a reasonable transition period not to exceed six (6) months, provided that the deployment of either version does not exceed Your licensed quantity; thereafter, You shall not use more Software in the aggregate than Your total licensed quantity;
 4. Move the Software in the licensed configuration to a replacement computer; and
 5. Distribute to third parties Software and any associated Authorization Codes required for use of a Deployment License.
- b. You may run passive failover instances of Concurrent Use license management software in a separate operating system environment for temporary failover support.
- c. Licensee You may customize Software using any (i) macro or scripting language, (ii) published application programming interface (API), or (iii) source or object code libraries, but only to the extent that such customization is described in Documentation.
- d. Licensee You may use, copy, or prepare derivative works of Documentation supplied in digital format and thereafter reproduce, display, and redistribute the customized documentation only for Licensee's Your own internal use. Portions of Documentation supplied in digital format merged with other software and printed or digital documentation are subject to this License Agreement. Licensee You shall include the following copyright attribution notice acknowledging the proprietary rights of Esri and its licensors: "Portions of this document include intellectual property of Esri and its licensors and are used herein under license. Copyright © [Insert You will insert the actual copyright date(s) from the source materials] Esri and its licensors. All rights reserved."
- e. Font Components. While the software is running, you may use its fonts to display and print content. You may only (i) embed fonts in content as permitted by the embedding restrictions in the fonts and (ii) temporarily download them to a printer or other output device to print content.
- f. Consultant or Contractor Access. Subject to Section 3.1, Esri grants You the right to permit Your consultants or contractors to use the Products exclusively for Your benefit. You shall be solely responsible for compliance by consultants and contractors with this License Agreement and shall ensure that the consultant or contractor discontinues Product use upon completion of work for You. Access to or use of Products by consultants or contractors not exclusively for Your benefit is prohibited.

4.2 Uses Not Permitted

a. Except to the extent that applicable law prohibits or overrides these restrictions, or as provided herein, Licensee You shall not sell

- a. Sell, rent, lease, sublicense, lend, assign, or time-share Software, Data, Web Services, or Documentation. Licensee shall not actProducts;
- b. Act as a service bureau or commercial application service provider (Commercial ASP) that allows third party access to Software, Data, Web Services, and Documentation. Licensee shall not use Software, Data, Web Services, ;
- c. Use Software, Data, or Documentation for a site or service and operate the site or the service for a profit or generate revenue through direct or indirect methods (e.g., advertising or by charging for access to the site or service.);
- b. Except as provided herein, Licensee shall not redistribute. Redistribute Software, Data, or WebOnline Services to third parties, in whole or in part, including, but not limited to, extensions, components, or DLLs; or
- e. Licensee shall not reversee. Redistribute Authorization Codes;
- f. Reverse engineer, decompile, or disassemble Software, Data, Web Services, or Documentation except to the extent that such activity is expressly permitted by applicable law notwithstanding this restriction.Products;
- d. Except to the extent that applicable law prohibits this restriction, Licensee shall not makeg. Make any attempt to circumvent the technological measure(s) that controls access to or use of Software, Data, Web Services, and DocumentationProducts;
- e. Except as provided herein, Licensee shall not redistribute Software activation number(s), registration number/license authorization file(s), developer license file(s);h. Upload or transmit content or Web Services aceess codes to third parties.
- f. Licensee shall nototherwise use Software or Web Services to transfer or exchange any material where such transfer or exchange is prohibited byProducts in violation of third-party rights, including intellectual property rights, privacy rights, nondiscrimination laws, or any other applicable laws, law or government regulation;
- g. Licensee shall not remove. Remove or obscure any Esri (or its licensors') patent, copyright, trademark, or proprietary rights notices, and/or legends contained in or affixed to Software, Data, Web Services, or Documentationany Product, Product output, metadata file, or online and/or hard-copy attribution page of any Data or Documentation delivered hereunder;
- h. Licensee shall not unbundlej. Unbundle individual or component parts of Software, Online Services, or Data for independent use;:
- i. After a reasonable transition period, Licensee shall not use an older versionk. Incorporate any portion of the Software into a product or service that Licensee has updated to a newer version. Licensee shall not use more competes with the Software licenses at any given time than the total quantity;
- l. Publish the results of benchmark tests run on Beta without the prior written permission of Esri and its licensors; or
- m. Use, incorporate, modify, distribute, provide access to, or combine any computer code provided with the Software in Licensee's a manner that would subject such code or any part of the Software to open source license terms, which includes any license terms that require computer code to be (i) disclosed in source code form to third parties,
(ii) licensed configuration on file with Esri to third parties for the purpose of making derivative works, or
(iii) redistributable to third parties at no charge.

ARTICLE 5—TERM AND TERMINATION

This License Agreement is effective upon acceptance. ThisYou may terminate this License Agreement and/or any licenses granted hereunder shall continue until (i) such time that Licensee elects in writing to discontinue use of Software, Data, Web Services, or Documentation and terminates theProduct license; (ii) expiration of a Term at any time upon written notice to Esri. Either party may terminate this License, Agreement or (iii) either party terminates theany license for a material breach that is not cured within ten (10) days of written notice to the otherbreaching party, except that termination is immediate for a material breach of a nature that is impossible to cure. Upon termination of the License Agreement, all licenses granted hereunder terminate as well. Upon termination of a license, Licensee shall (i) cease access and use of Web Services and or the License Agreement, You will (i) stop accessing and using affected Product(s); (ii) clear Web Servicesany client-side data cache derived from Online Services; and (ii) cease use, iii) uninstall, remove, and destroy all Software, Data, and Documentation and any whole or partial copies, modifications, of affected Product(s) in Your possession or control, including any modified or merged portions thereof, in any form, and execute and deliver evidence of such actions to Esri or its authorized distributor.

ARTICLE 6—LIMITED WARRANTIES AND DISCLAIMERS

6.1 Limited Warranties. Except as otherwise provided in this Article 6, Esri warrants ~~for a period of ninety (90) days from the date Esri issues the Authorization Code enabling use of Software and Online Services~~ that (i) the unmodified Software and Online Services will substantially conform to the published Documentation ~~under normal use and service~~ and (ii) media on which ~~the Software, Data, and Documentation are~~ is provided will be free from defects in materials and workmanship ~~under normal use and service for a period of ninety (90) days from the date of receipt~~.

6.2 Data and Web Services Disclaimer. ~~Data and Web Services may contain some nonconformities, defects, errors, or omissions. THE DATA AND WEB SERVICES ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND. Without limiting the generality of the preceding sentence, Esri and its licensors do not warrant that Data and Web Services will meet Licensee's needs or expectations, that the use of Data and Web Services will be uninterrupted, or that all nonconformities can or will be corrected. Esri and its licensors are not inviting reliance on Data or Web Services, and Licensee should always verify actual Data or Web Services.~~

6.3 Special Disclaimer. ~~DATA, SAMPLES, HOT FIXES, PATCHES, UPGRADES, AND EVALUATION SOFTWARE, AND BETA SOFTWARE~~ ARE DELIVERED "AS IS" WITHOUT WARRANTY OF ANY KIND. ~~LICENSEE ASSUMES ALL RISK AS TO THE QUALITY AND PERFORMANCE OF THE SAMPLES, HOT FIXES, PATCHES, EVALUATION SOFTWARE, AND BETA.~~

6.43 Internet Disclaimer. THE PARTIES EXPRESSLY ACKNOWLEDGE AND AGREE THAT THE INTERNET IS A NETWORK OF PRIVATE AND PUBLIC NETWORKS AND THAT (i) THE INTERNET IS NOT A SECURE INFRASTRUCTURE, (ii) THE PARTIES HAVE NO CONTROL OVER THE INTERNET, AND (iii) NONE OF THE PARTIES SHALL BE LIABLE FOR DAMAGES UNDER ANY THEORY OF LAW RELATED TO THE ~~PERFORMANCE OR~~ DISCONTINUANCE OF OPERATION OF ANY PORTION OF THE INTERNET OR POSSIBLE REGULATION OF THE INTERNET THAT MIGHT RESTRICT OR PROHIBIT THE OPERATION OF ~~THE WEB SERVICE~~ONLINE SERVICES.

6.54 General Disclaimer. EXCEPT FOR THE ABOVE EXPRESS LIMITED WARRANTIES, ESRI DISCLAIMS ALL OTHER WARRANTIES OR CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OR CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, SYSTEM INTEGRATION, AND NONINFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS. ESRI DOES NOT WARRANT ~~AND DISCLAIMS THAT SOFTWARE, DATA, WEB SERVICES, OR DOCUMENTATION PRODUCTS~~ WILL MEET ~~LICENSEE'S~~YOUR NEEDS; THAT ~~LICENSEE'S~~YOUR OPERATION OF THE SAME WILL BE UNINTERRUPTED, ERROR FREE, FAULT-TOLERANT, OR FAIL-SAFE; OR THAT ALL NONCONFORMITIES CAN OR WILL BE CORRECTED. ~~SOFTWARE, DATA, WEB SERVICES, AND DOCUMENTATION PRODUCTS~~ ARE NOT DESIGNED, MANUFACTURED, OR INTENDED FOR USE IN ENVIRONMENTS OR APPLICATIONS THAT MAY LEAD TO DEATH, PERSONAL INJURY, OR PHYSICAL PROPERTY/ENVIRONMENTAL DAMAGE. ANY SUCH USE SHALL BE AT ~~LICENSEE'S~~YOUR OWN RISK AND COST.

6.65 Exclusive Remedy. ~~Licensee's~~Your exclusive remedy and Esri's entire liability for breach of the limited warranties set forth in this Article 6 shall be limited, at Esri's sole discretion, to (i) replacement of any defective media; (ii) repair, correction, or a workaround for Software ~~or Online Services~~ subject to the Esri Maintenance Program ~~found at~~ ~~or~~ Your authorized distributor's maintenance program, as applicable; or (iii) return of the license fees paid by ~~Licensee~~You for Software or ~~Documentation~~Online Services that does not meet Esri's limited warranty, provided that ~~Licensee~~ ~~uninstalls, removes~~You ~~uninstall, remove~~, and destroys all copies of Software or Documentation, ~~cease using~~Online Services, and executes and delivers evidence of such actions to Esri or its authorized distributor.

ARTICLE 7—LIMITATION OF LIABILITY

7.1 Disclaimer of Certain Types of Liability. ESRI, ~~ITS AUTHORIZED DISTRIBUTOR~~, AND ITS LICENSORS SHALL NOT BE LIABLE TO ~~LICENSEE~~YOU FOR COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; LOST PROFITS, LOST SALES, OR BUSINESS EXPENDITURES; INVESTMENTS; BUSINESS COMMITMENTS; LOSS OF ANY GOODWILL; OR ~~FOR~~ ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO THIS LICENSE AGREEMENT OR USE OF ~~SOFTWARE, DATA, WEB~~

~~SERVICES, OR DOCUMENTATION PRODUCTS~~, HOWEVER CAUSED ON ANY THEORY OF LIABILITY, WHETHER OR NOT ESRI OR ITS LICENSORS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

7.2 General Limitation of Liability. EXCEPT AS PROVIDED IN ARTICLE 8—INFRINGEMENT INDEMNITY, ~~ESRI'S THE~~ TOTAL CUMULATIVE LIABILITY ~~OF ESRI AND ITS AUTHORIZED DISTRIBUTOR~~ HEREUNDER, FROM ALL CAUSES OF ACTION OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, BREACH OF WARRANTY, MISREPRESENTATION, OR OTHERWISE, SHALL NOT EXCEED THE AMOUNTS PAID BY ~~LICENSEE FOR SOFTWARE, DATA, WEB SERVICES, OR DOCUMENTATION PURSUANT TO THIS LICENSE AGREEMENT~~ ~~YOU FOR THE PRODUCTS THAT GIVE RISE TO THE CAUSE OF ACTION~~.

7.3 Applicability of Disclaimers and Limitations. ~~Licensee agrees~~ ~~You agree~~ that the limitations of liability and disclaimers set forth in this License Agreement will apply regardless of whether ~~Licensee has~~ ~~You have~~ accepted ~~Software, Data, Web Services, or Documentation Products~~ or any other product or service delivered by Esri. The parties agree that Esri has set its fees and entered into this License Agreement in reliance on the disclaimers and limitations set forth herein, that the same reflect an allocation of risk between the parties, and that the same form an essential basis of the bargain between the parties. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

~~THE FOREGOING WARRANTIES, LIMITATIONS, AND EXCLUSIONS MAY NOT BE VALID IN SOME JURISDICTIONS AND APPLY ONLY TO THE EXTENT PERMITTED BY APPLICABLE LAW IN YOUR JURISDICTION. YOU MAY HAVE ADDITIONAL RIGHTS UNDER LAW THAT MAY NOT BE WAIVED OR DISCLAIMED. ESRI DOES NOT SEEK TO LIMIT YOUR WARRANTY OR REMEDIES TO ANY EXTENT NOT PERMITTED BY LAW.~~

ARTICLE 8—INFRINGEMENT INDEMNITY

8.1 Esri shall defend, indemnify, and hold ~~You~~ harmless ~~Licensee~~ from and against any loss, liability, cost, or expense, including reasonable attorneys' fees, ~~which may be incurred by Licensee against that You incur as a result of~~ any claims, actions, or demands by a third party alleging that ~~Your licensed use of Software infringes or Online Services infringe~~ a US patent, copyright, or trademark, provided

- a. ~~Licensee~~ ~~You~~ promptly notifies ~~Esri~~ Esri in writing of the claim;
- b. ~~Licensee~~ ~~Provides~~ ~~You~~ provide documents ~~clearly~~ describing the allegations of infringement;
- c. Esri has sole control of the defense of any actions and negotiations related to the defense or settlement of any claim; and
- d. ~~Licensee~~ ~~cooperates fully~~ ~~You~~ reasonably cooperate in the defense of the claim ~~at Esri's request and expense~~.

8.2 If Software ~~is or Online Services are~~ found to infringe a US patent, copyright, or trademark, Esri, at its own expense, may either (i) obtain rights for ~~Licensee~~ ~~You~~ to continue using ~~the~~ Software or ~~Online Services or~~ (ii) modify the allegedly infringing elements of Software ~~or Online Services~~ while maintaining substantially similar ~~software~~ functionality ~~or data/informational content~~. If neither alternative is commercially reasonable, the ~~infringing item(s) shall be returned to Esri, the~~ license shall terminate, and ~~Licensee~~ ~~You~~ shall cease accessing ~~infringing Online Services and~~ shall uninstall ~~the and return to Esri any~~ infringing item(s). Esri's entire liability shall then be to indemnify ~~Licensee~~ ~~You~~ pursuant to Section 8.1 and to (i) refund ~~the perpetual~~ license fees paid by ~~Licensee~~ ~~You~~ for the infringing item(s), prorated on a five (5)-year, straight-line depreciation basis beginning from the initial date of delivery, and (ii) for term licenses and maintenance, refund ~~the unused portion of the fees paid~~.

8.3 Esri shall have no obligation to defend ~~Licensee~~ ~~You~~ or to pay any resulting costs, damages, or attorneys' fees for any claims or demands alleging direct or contributory infringement ~~of Software by to the extent arising out of~~ (i) the combination ~~of or integration of~~ Software or Online Services with a product, process, or system not supplied by Esri ~~or specified by Esri in its Documentation~~; (ii) material alteration ~~of Software or Online Services~~ by anyone other than Esri or ~~contractors acting on behalf of Esri; its subcontractors; or~~ (iii) use ~~after Licensee has~~ of Software or Online Services after modifications ~~have~~ been

notified of possible provided by Esri for avoiding infringement; or (iv) use after modifications are provided or a return is ordered by Esri under Section 8.2.

~~8.4 In no event shall the indemnification set forth in this Article 8 apply to any Samples, Beta, or evaluation software delivered hereunder.~~

8.4 THE FOREGOING STATES THE ENTIRE OBLIGATION OF ESRI WITH RESPECT TO INFRINGEMENT OR ALLEGATION OF INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY.

ARTICLE 9—GENERAL PROVISIONS

9.1 Future Updates. New or updated ~~Software, Data, Web Services, Products~~ and ~~Documentation shall~~ subscription renewals will be governed by licensed under the then-current Esri license terms and conditions included with the deliverable ~~Products~~ and found at <http://www.esri.com/legalSoftware, Data, Web Services, or Documentation>.

9.2 Export Control Regulations. ~~Licensee You~~ expressly acknowledges and agrees that ~~Licensee You~~ shall not export, reexport, ~~import~~, transfer, or release ~~Software, Data, Web Services, or Documentation Products~~, in whole or in part, to (i) any US embargoed country (~~or to a national or resident of 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 ~~or~~, reexport, ~~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 ~~US those import/~~ export laws as they may occur from time to time.

9.3 Taxes and Fees, Shipping Charges. License fees quoted to ~~Licensee You~~ are exclusive of any and all 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.

9.4 No Implied Waivers. The failure of either party to enforce any provision of this License Agreement shall not be deemed a waiver of the provisions or of the right of such party thereafter to enforce that or any other provision.

9.5 Severability. The parties agree that if any provision of this License Agreement is held to be unenforceable for any reason, such provision shall be reformed only to the extent necessary to make the intent of the language enforceable.

9.6 Successor and Assigns. ~~Licensee You~~ shall not assign, sublicense, or transfer ~~Licensee's Your~~ rights or delegate ~~its Your~~ obligations under this License Agreement without Esri's prior written consent, and any attempt to do so without consent shall be void. This License Agreement shall be binding ~~up~~ on the respective successors and assigns of the parties to this License Agreement. Notwithstanding, a government contractor ~~that has acquired Software, Data, Web Services, or Documentation~~ under contract to the government ~~to deliver Products~~ may assign this License Agreement ~~and Products acquired for delivery~~ to its government customer upon written notice to Esri, provided the government customer assents to the terms of this License Agreement.

9.7 Survival of Terms. The provisions of Articles 2, 5, 6, 7, 8, and 9 of this License Agreement shall survive the expiration or termination of this License Agreement.

9.8 Equitable Relief. ~~Licensee agrees You agree~~ that any breach of this License Agreement by ~~Licensee You~~ may cause irreparable damage and that, in the event of such breach, in addition to any and all remedies at law, Esri shall have the right to seek an injunction, specific performance, or other equitable relief in any court of competent jurisdiction without the requirement of posting a bond or ~~undertaking or~~ proving injury as a condition for relief.

9.9 US Government Licensee. ~~Software, Data, Web Services, and Documentation~~ The Products are commercial items, developed at private expense, provided to You under this License Agreement. If You are a US government entity or US government contractor, Esri licenses Products to You in accordance with this License Agreement under FAR Subparts 12.211/12.212 or DFARS Subpart 227.7202. Esri Data and Online Services are licensed under the same subpart 227.7202 policy as commercial computer software, commercial data, commercial computer software documentation, and commercial Web Services. This License Agreement contains Esri's commercial license terms and conditions for such items acquisitions made under DFARS. The commercial license rights in this License Agreement strictly govern

~~Licensee's Your~~ use, reproduction, or disclosure of ~~Software, Data, Web Services, and Documentation. No other license terms or conditions shall apply unless expressly agreed in writing by Esri and Licensee.~~ Products. Esri Software source code is unpublished, and all rights to ~~Software, Data, Web Services, and Documentation~~ Products are reserved. ~~In the event by Esri and its licensors. You may transfer Software to any licensed government procuring agency facility to which computer(s) on which Software is installed are transferred. If~~ any court, arbitrator, or board holds that ~~the Licensee has~~ You have greater rights to any portion of ~~Software, Data, Web Services, or Documentation~~ Products under applicable public procurement law, such rights shall extend only to the portions affected.

9.10 Governing Law, Arbitration

- a. *Licensees in the United States of America, Its Territories, and Outlying Areas.* This License Agreement shall be governed by and construed in accordance with the laws of the State of California without reference to conflict of laws principles, except that US federal law shall govern in matters of intellectual property. Except as provided in Section 9.8, any dispute arising out of or relating to this License Agreement or the breach thereof that cannot be settled through negotiation shall be finally settled by arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules. Judgment on the award rendered by the arbitrator may be entered in a court of competent jurisdiction. If ~~Licensee is~~ You are a US government agency, this License Agreement is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. USC 601–613), in lieu of the arbitration provisions of this clause. This License Agreement shall not be governed by the United Nations Convention on Contracts for the International Sale of Goods, the application of which is expressly excluded.
- b. *All Other Licensees.* Except as provided in Section 9.8, any dispute arising out of or relating to this License Agreement or the breach thereof that cannot be settled through negotiation shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one (1) arbitrator appointed in accordance with said rules. The language of the arbitration shall be English. The place of the arbitration shall be at an agreed-upon location. This License Agreement shall not be governed by the United Nations Convention on Contracts for the International Sale of Goods, the application of which is expressly excluded. Either party shall, at the request of the other, make available documents or witnesses relevant to the major aspects of the dispute.

9.11 Maintenance. Maintenance for qualifying Software or Data consists of updates and other benefits, such as access to technical support, specified in Esri's or its distributor's ~~most~~ current applicable ~~software~~ maintenance policy.

9.12 Patents. ~~Licensee~~ **9.12 Feedback.** Esri may freely use any feedback, suggestions, or requests for Product improvements that You provide to Esri.

9.13 Patents. You may not seek, and may not permit any other user to seek, a patent or similar right worldwide that is based on or incorporates any Esri technology or services. This express prohibition on patenting shall not apply to ~~Licensee's Your~~ software and technology except to the extent that Esri technology or services, or any portion thereof, are a part of any claim or preferred embodiment in a patent application or a similar application.

9.1314 Entire Agreement. This License Agreement, including ~~Exhibit 4~~ its incorporated documents, constitutes the sole and entire agreement of the parties as to the subject matter set forth herein and supersedes any previous license agreements, understandings, and arrangements between the parties relating to such subject matter. ~~Additional or different terms included with an order or other document shall not be binding on Esri. Additional or conflicting terms set forth in any purchase orders, invoices, or other standard form documents exchanged during the ordering process, other than product descriptions, quantities, pricing, and delivery instructions, are void and of no effect.~~ Any modification(s) or amendment(s) to this License Agreement must be in writing and signed by each party.

ADDENDUM 1
SOFTWARE TERMS OF USE
(E300-1)

This Software Terms of Use Addendum ("Addendum 1") sets forth the terms of Your use of Software and includes the License Agreement

LICENSE AGREEMENT

(E204 04/24/2012)

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

, which is incorporated by reference. This Addendum takes precedence over conflicting terms of the License Agreement. Unless otherwise noted in the applicable Ordering Document, extensions to Software follow the same scope of use as that granted for the corresponding Software. Specific Software is subject to the terms of use set forth in the notes referenced below:

Desktop GIS	Developer Tools
<ul style="list-style-type: none">▪ 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<ul style="list-style-type: none">— 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)<ul style="list-style-type: none">• 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 (4, 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)<ul style="list-style-type: none">— Esri Maps for Office (Addendum 2, Note 1)— Server GIS▪ ArcGIS—	<ul style="list-style-type: none">▪ 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 16, 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)
Server and Extensions	GIS Viewers and Connectors
<ul style="list-style-type: none">▪ ArcGIS for Server<ul style="list-style-type: none">— 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))<ul style="list-style-type: none">— ArcGIS Server Geoportal Extension (either 4 or 5 and 7, 47, and 52)— ArcIMS— ArcIMS and Extensions (either 3, 4, or 5 and 8, 10, and 31)▪ ArcIMS ArcMap ArcGIS for Server Extensions<ul style="list-style-type: none">— ArcGIS for INSPIRE (8; Addendum 2, Note 1)▪ Esri Business Analyst Server<ul style="list-style-type: none">— 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; Addendum 2, Note 4 (either 3, 4, or 5 and—))	<ul style="list-style-type: none">▪ 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 <ul style="list-style-type: none">▪ ESRI<ul style="list-style-type: none">— 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))<ul style="list-style-type: none">— 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 16)

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

Notes

1–7. Reserved.

8. The administration tools for the Software may be copied and redistributed throughout Your organization.

9. User-developed ArcGIS for Server administration tools may be copied throughout Your organization, but the ArcCatalog application (found in ArcGIS for Desktop) may not be copied.

10–11. Reserved.

12. Software is licensed for navigational use only when used in conjunction with ArcLogistics.

13. "Dual Use License" means the Software may be installed on a desktop computer and used simultaneously with either a personal digital assistant (PDA) or handheld mobile computer as long as the Software is only used by a single individual at any one (1) time.

14. Reserved.

15. Licensed as a Deployment License. Deployment Licenses for Internet application(s) may be subject to payment of additional license fees.

16. You may deliver applications to your sublicensee(s) provided You use a sublicense agreement that protects Esri's rights in Your Software, Data, Online Services, and Documentation to the same extent as the License Agreement including, but not limited to, the following terms:

- a. Sublicensee may not reverse engineer, decompile, or disassemble the Esri Software, Data, Online Services, or Documentation, except to the extent permitted by applicable law; copy for commercial use; or transfer or assign its rights under the license grant;
- b. Sublicensee may not use any Esri Software, Data, Online Services, or Documentation, in whole or in part, separate from Your executable application; and
- c. Third-party dependent or required components are redistributable subject to permission from the owner or author.

Applications may be subject to deployment fees owed to Esri. Contact Esri or Your distributor for details.

17. You may use Business Objects Crystal Reports software only with the ArcView 3.x Software with which it was acquired and subject to the Crystal Reports License Agreement available on the media. You may not use a software program or system to cache or queue report requests.

18. Licensed as a Deployment License. The Deployment License is per application per computer. Deployment Licenses may not be used for Internet or server deployment. Deployment Licenses for desktop application(s) may be subject to payment of additional license fees.

19. Reserved.

20. You may reproduce and deploy the Software provided all the following occur:

- a. The Software is reproduced and deployed in its entirety;
- b. A license agreement accompanies each copy of the Software that protects the Software to the same extent as the License Agreement, and the recipient agrees to be bound by the terms and conditions of the license agreement;
- c. All copyright and trademark attributions/ notices are reproduced; and
- d. There is no charge or fee attributable to the use of the Software.

21. Reserved.

22. a. ArcGIS Engine for Windows/Linux licenses shall not be used for Internet and server development and deployment;

b. An end user must license either ArcGIS Engine for Windows/Linux Software or other ArcGIS for Desktop Software (Basic, Standard, or Advanced) to obtain the right to run an ArcGIS Engine application on one (1) computer; and

c. The ArcGIS Engine for Windows/Linux extensions shall not be used in combination with ArcGIS for Desktop Software to run ArcGIS Engine applications. A single user can have multiple applications installed on one (1) computer for use only by that end user.

23. Reserved.

24. EDN Software may be used only for the purposes of research, development, testing, and demonstration of a prototype application. EDN server Software and Data may be installed on multiple computers for use by any named EDN developer. ArcGIS Online subscriptions included with EDN Advanced may be used as permitted by the Terms of Use in Addendum 3, Online Services Addendum.

25. Reserved.

26. An ArcSDE Personal Edition geodatabase is restricted to ten (10) gigabytes of Your data.

27. ArcGIS for Server Web ADF Runtime Software may not be deployed independently of Your ArcGIS for Server Enterprise configuration.

28. Use is limited to ten (10) concurrent end users of applications other than ArcGIS for Server applications. This restriction includes use of ArcGIS for Desktop Software, ArcGIS Engine Software, and third-party applications that connect directly to any ArcGIS for Server geodatabase. There are no limitations on the number of connections from web applications.

29. Software can only be used with a supported version of SQL Server Express. Supported versions are listed with the system requirements for the product on the Esri website.

30. Use is restricted to a maximum of ten (10) gigabytes of Your data.

31. You may have redundant Esri Server Software installation(s) for failover operations, but the redundant Software can only be operational during the period the primary site is nonoperational. The redundant Software installation(s) shall remain dormant, except for system maintenance and updating of databases, while the primary site or any other redundant site is operational.

32. Redundant Software installation for failover operations is not permitted.

33–37. Reserved.

38. The ArcGIS 3D Analyst for Server extension included with ArcGIS for Server Standard (Workgroup or Enterprise) may be used only for generating globe data cache(s) or publishing a globe document as an ArcGIS Globe Service. No other use of the ArcGIS 3D Analyst for Server extension Software is permitted with ArcGIS for Server Standard.

39. Any editing functionality included with ArcGIS for Server is not permitted for use with ArcGIS for Server Basic (Workgroup or Enterprise).

40–45. Reserved.

46. You should not follow any route suggestions that appear to be hazardous, unsafe, or illegal. You assume all risk of using this navigation Software.

47. You may develop and distribute software or web applications that use Esri File Geodatabase API to Your end users.

48–52. Reserved.

53. This authorizes installation and use of a sufficient quantity of instances of ArcGIS for Server Enterprise Standard solely for the purposes of integrated intercommunication between Esri ArcGIS for Server map services and IBM Cognos data packages. No other use of Esri ArcGIS for Server Enterprise Standard is permitted.

54. ArcGIS for Windows Mobile Deployments are licensed for use with ArcGIS for Server Advanced (Enterprise or Workgroup), ArcGIS for Desktop (Advanced, Standard, Basic), and ArcGIS Engine applications.

55. You may develop software or web applications that use Business Analyst Online API, Community Analyst API, or Location Analytics API to access, query, create, display, and redistribute Reports and resultant static, electronic maps to end user(s) of Your software or web applications. End user(s) of Your software or web applications may use Reports and maps for internal purposes only and not for further redistribution. "Report(s)" means any formatted output created by the Business Analyst Online API, Community Analyst API, or Location Analytics API Products, which includes PDF, CSV, Excel, HTML, and XML formats. You shall not redistribute any Data in vector formats. You and Your end users are prohibited from using Reports or other output generated by Business Analyst Online API, Community Analyst API, or Location Analytics API as a substitute for Business Analyst Online API, Community Analyst API, or Location Analytics API, including, but not limited to, (i) combining and including such output in one or more files or databases and (ii) making such output available through a multiuser computer application. For clarity, end users may save Reports locally for their own internal use. For publicly facing applications developed with Business Analyst Online API (Canadian Edition), Reports and Data may be produced or exported in static formats only (e.g., JPEG, PDF); You must ensure that Your application does not allow Canadian Edition Reports to be exported as CSV, XML, HTML, or XLS files or in any other format that readily enables extraction or manipulation of the file's contents. 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.

56–58. Reserved.

59. You may develop an unlimited number of applications on a single computer and deliver the applications to end users up to the number of Deployment Licenses that have been purchased.

60. a. ArcGIS Runtime SDK licenses shall not be used for Internet or server development;

b. An end user must purchase a software application that includes an ArcGIS Runtime license to obtain the right to run an ArcGIS Runtime application on one (1) computer; and

c. Customers building applications for their own internal use must purchase ArcGIS Runtime licenses for every application Deployed that includes ArcGIS Runtime. A single user may have multiple ArcGIS Runtime licensed applications installed on one (1) computer, but each application is an independent Deployment of ArcGIS Runtime.

61. Oracle is a third-party beneficiary of Esri's rights under the [License Agreement](#) with respect to the Software but is not a party hereto and assumes no obligations hereunder.

62. Esri and its licensors reserve the right to conduct an audit of Your use of the Software. You will provide reasonable assistance and access to information regarding Your use of the Software. Audit results may be reported to Esri's licensors. Fees for overdeployment or excess usage are payable within thirty (30) days of the invoice date.

63. Reserved.

64. For web applications, You may not use this Product independently of other Esri Product(s).

65. Reserved.

66. For desktop applications or SharePoint, each license is per organization. For the purposes of this license, organization is equivalent to a principal registered unique domain identifier. Domain is the Internet domain name registered with a domain name registrar. For instance, in example.com, example.com is the registered unique domain identifier. Similarly, in example.com.xx, where xx is a registered country code, example.com.xx is the registered unique domain identifier. Desktop applications can be used by any employee of the organization with the

principal registered unique domain identifier. There is no limit to the number of applications that can be built and deployed within an organization.

ADDENDUM 2
DATA TERMS OF USE
(E300-2)

This Data Terms of Use Addendum ("Addendum 2") sets forth the terms of Your use of Data 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 modify the Data terms of use referenced below at any time. You may cancel a subscription upon written notice to Esri or discontinue use of the Data, as applicable. If You continue to use the Data, You will be deemed to have accepted the modification. Data terms of use are set forth in the notes referenced below:

<ul style="list-style-type: none">▪ ArcGIS Online Data (1)▪ StreetMap Premium for ArcGIS (2)▪ StreetMap for Windows Mobile (2)▪ Data Appliance for ArcGIS (3)▪ Business Analyst Data (4)	<ul style="list-style-type: none">▪ Esri Data (5)▪ Data and Maps for ArcGIS (6)▪ Tapestry Segmentation Data (7)▪ Address Coder (8)▪ MapStudio Data (9)
--	--

Notes

1. *ArcGIS Online Data:* Software and Online Services that reference this note enable access to ArcGIS Online Data. ArcGIS Online Data is provided for use solely in conjunction with Your authorized use of Esri Software and Online Services. You may use Data accessed through ArcGIS Online as permitted under the terms of the URLs referenced below:
 - 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.
 - c. I-cubed data is subject to the terms of use at <http://www.esri.com/legal/pdfs/j9946-icubed.pdf>.
 - d. Microsoft Bing Maps data is subject to the terms of use at <http://www.esri.com/legal/pdfs/e-802-bing-mapsvcs.pdf>.
 - e. BODC bathymetry data is subject to the terms of use found at https://www.bodc.ac.uk/data/online_delivery/gebco/terms_of_use/.
2. *StreetMap Premium for ArcGIS; StreetMap Premium for ArcGIS for Windows Mobile:* StreetMap Data may be used for mapping, geocoding, and routing purposes but is not licensed for dynamic routing purposes. For instance, StreetMap USA 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. StreetMap for Windows Mobile Data is licensed for use solely on mobile devices or in conjunction with ArcGIS for Mobile applications. StreetMap Data may include data from either of the following sources:
 - 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.
3. *Data Appliance for ArcGIS:* Data provided with Data Appliance is subject to the following additional terms of use:
 - a. You may only use Data from a single state with the Single State version of ArcGIS Data Appliance. 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.
 - b. NAVTEQ data is subject to the terms of use at http://www.esri.com/legal/pdfs/j9791-navteq_use_data.pdf.
 - c. Tele Atlas/TomTom data is subject to the terms of use at http://www.esri.com/legal/pdfs/j9792-teleatlas_use_data.pdf.
 - d. I-cubed data is subject to the terms of use at <http://www.esri.com/legal/pdfs/j9946-icubed.pdf>.
 - e. BODC bathymetry data is subject to the terms of use found at https://www.bodc.ac.uk/data/online_delivery/gebco/terms_of_use/.

4. *Business Analyst Data:* This Data is provided with Esri's Business Analyst (Server, Desktop) or accessed through Business Analyst Online, Business Analyst Online API, Community Analyst, Community Analyst API, and Location Analytics API and is subject to the following additional terms of use:

- a. 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 packages or marketing studies prepared for subsidiaries and customers provided that the total content of the Esri Reports and maps is less than twenty percent (20%) of Your total content. You may not redistribute Reports on a stand-alone basis.
- b. Data licensed with Esri Business Analyst Desktop and Esri Business Analyst Server is restricted for use only in conjunction with the respective Business Analyst extension. If You order a license for Esri Business Analyst or Business Analyst (Canadian Edition) with a subset of the national dataset (i.e., Region, State, Local), You may use only the licensed subset, not any other portion of the national dataset.
- c. Your use of Esri Business Analyst (Canadian Edition) Data is subject to the Use of Data Restrictions specific to Esri Business Analyst (Canadian Edition) Data.
- 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) cobranding or otherwise providing the product or service on behalf of any third party; (ii) sublicensing or reselling the Infogroup database; (iii) 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; (iv) using the Infogroup database in any service or product not specifically authorized in this License Agreement or offering it through any third party; (v) 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 (vi) using the Infogroup database for any direct marketing purposes.
- e. NAVTEQ data is subject to the terms of use at http://www.esri.com/legal/pdfs/j9791-navteq_use_data.pdf.
- f. Tele Atlas/TomTom data is subject to the terms of use at http://www.esri.com/legal/pdfs/j9792-teleatlas_use_data.pdf.

5. *Esri Data:* Esri Data is provided for Your internal business use solely in conjunction with Your authorized use of Esri Software. You may include reports and maps created from Esri Data in hard-copy or read-only format in presentation packages or marketing studies prepared for subsidiaries and customers provided that You include substantial non-Esri content as part of such presentations or marketing studies. You may not redistribute Reports on a stand-alone basis.

6. *Data and Maps for ArcGIS:* The Data is available to licensed users of ArcGIS for Desktop, ArcGIS for Server, and ArcGIS Online. Data and Maps for ArcGIS is provided for use solely in conjunction with authorized use of ArcGIS for Desktop, ArcGIS for Server, and ArcGIS Online.

- a. You may redistribute the Data as described in the Redistribution Rights Matrix available at <http://www.esri.com/legal/licensing/redistribution-rights.html>, in the Help system, or in supporting metadata files, subject to the specific attribution descriptions and requirements for the dataset accessed.
- b. StreetMap Data may be used for mapping, geocoding, and routing purposes but is not licensed for dynamic routing purposes. For instance, StreetMap USA 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.

7. *Tapestry Segmentation Data:* This Data is included with Business Analyst Data, may be purchased as an add-on for Address Coder and Sourcebook•America, and is also separately licensed. 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 packages or marketing studies prepared for subsidiaries and customers provided that the total content of the Esri Reports and maps is less than twenty percent (20%) of Your total content. You may not redistribute Reports on a stand-alone basis.

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

packages or marketing studies prepared for subsidiaries and customers provided that You include substantial non-Esri content as part of such presentations or marketing studies. You may not redistribute Reports on a stand-alone basis.

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.
- c. I-cubed data is subject to the terms of use at <http://www.esri.com/legal/pdfs/j9946-icubed.pdf>.
- 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) cobranding or otherwise providing the product or service on behalf of any third party; (ii) sublicensing or reselling the Infogroup database; (iii) 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; (iv) using the Infogroup database in any service or product not specifically authorized in this License Agreement or offering it through any third party; (v) 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 (vi) using the InfoGroup database for any direct marketing purposes.

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

provided by a third party, Esri may disclose Your Content to such third party as necessary to enable their interoperation. Esri may disclose Your Content if required to do so by law or pursuant to the order of a court or other government body, in which case Esri will reasonably attempt to limit the scope of disclosure. It is Your sole responsibility to ensure that Your Content is suitable for use with Online Services and for maintaining regular offline backups using the Online Services' export and download capabilities.

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>
---	---

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.
 - 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 12/200902/27/2012)

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

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 \(either 1, 2, or 5 and 21 and 48\)](#)

1. "Single Use License." Licensee may permit a single authorized end user to install and use the Software, Data, and Documentation on a single computer for use by that end user on the computer on which the Software is installed. Remote access is not permitted. Licensee may permit the single authorized end user to make a second copy for end user's exclusive use on a portable computer as long as only one-(1)-copy of the Software, Data, and Documentation is in use at any one-(1)-time. No other end user may use the Software, Data, or Documentation under the same license at the same time for any other purpose.
2. "Concurrent Use License." Licensee may install and use the Software, Data, and Documentation on computer(s) on a network, but the number of simultaneous users may not exceed the number of licenses acquired. No other end user may use the Software, Data, or Documentation under the same license at the same time for any other purpose.
3. "Development Server License." Licensee may install and use the Software on a single computer to design and build applications that interface with or utilize server Software as described in the Documentation.
4. "Staging Server License." In addition to the Development Server License rights, Licensee may use and install the Software for the following purposes: user acceptance testing, performance testing, load testing of other third-party software, staging new commercial data updates, and training activities.
5. "Deployment Server License." In addition to the Staging Server License rights, Licensee may install and use the Software or Data to provide services to multiple users on the same or other computer(s).
4. Provided only as a Term License.
6. "Term License." License is provided for use for a limited time period or on a subscription or transaction basis.
7. Extensions to Software programs follow the same scope of use as that granted for the corresponding Software programs.
8. The administration tools for the Software may be copied and redistributed throughout Licensee's organization.
9. User-developed ArcGIS Server administration tools may be copied throughout Licensee's organization, but the ArcCatalog application (found in ArcGIS Desktop) may not be copied.
10. The ArcIMS license includes the right to deploy MapObjects—Windows Edition applications on the Internet or intranet. Licensee shall not develop client/server solutions with the ArcIMS—Java Archive (JAR) files without a license for the MapObjects—Java Edition Developer Kitdeveloper kit.
2. Licensee may install and use the Software to provide services to multiple users on the same or other computer(s). The Software is licensed per server. The licensed server is the server on which Licensee installs the Spatial Data Service.
3. ArcPad SOFTWARE IS NOT LICENSED FOR NAVIGATIONAL USE.
11. Reserved
12. Software is only licensed for navigational use when used in conjunction with ArcLogistics.
13. "Dual Use License" means the Software may be installed on a desktop computer and used simultaneously with either a personal digital assistant (PDA) or handheld mobile computer as long as the Software is only used by a single individual at any one-(1)-time.
14. Developers must include the following attribution with any deployed MapObjects application: "Portions of this computer program are owned by LizardTech, Inc., and are Copyright © 1995–2002 LizardTech, Inc., and/or the University of California. All rights reserved. U.S. US Patent No. 5,710,835."
15. Deployment licenses for desktop or Internet application(s) may be subject to payment of additional license fees.
16. Licensee may deliver applications to its sublicensee(s) provided Licensee uses a written sublicense agreement that protects ESRI'sEsri's rights in its Software, Data, Web Services, and Documentation to the same extent as the ESRIEsri License Agreement including, but not limited to, the following terms:

 - a. Sublicensee may not reverse engineer, decompile, or disassemble the ESRIEsri Software, Data, Web Services, or Documentation, except to the extent permitted by applicable law; copy for commercial use; transfer; or assign its rights under the license grant;
 - b. Sublicensee may not use any ESRIEsri Software, Data, Web Services, or Documentation, in whole or in part, separate from Licensee's executable application; and
 - c. Third-party dependent or required components are redistributable subject to permission from the owner or author.
 - d. Applications may be subject to deployment fees owed to Esri. Licensee shall contact its distributor for details.
17. Licensee may use Business Objects Crystal Reports software only with the ArcView 3.x Software with which it was acquired and subject to the Crystal Reports License Agreement available on the media. Licensee may not use a software program or system to cache or queue report requests.
18. The deployment license is per application per computer.
- The 19. MapObjects—Java Edition contains Java Archive files, which indicate they are authentic ESRIEsri-certified files when used over the Internet. Licensee shall not use ESRIEsri certification or reference ESRIEsri as a source of trusted content in any modified MapObjects—Java Archive files. Licensee may deploy the unmodified Java class ESRIEsri-certified libraries as an integral part of the Licensee's application(s).

20. Licensee may reproduce and deploy the Software provided all the following occur: (a) ~~T~~the Software is reproduced and deployed in its entirety; (b) ~~a~~ license agreement accompanies each copy of the Software that protects the Software to the same extent as the ~~ESRI~~~~Esri~~ License Agreement, and the recipient agrees to be bound by the terms and conditions of the license agreement; (c) ~~all~~ copyright and trademark attributions/ notices are reproduced; and (d) ~~there is no charge or fee attributable to the use of the Software.~~

21. Licensee shall not withhold any substantial right (e.g., extension of credit) from any individual based solely on the individual's place of residence, as profiled in the Tapestry Segmentation system.

22. (a) ArcGIS Engine Runtime licenses shall not be used for Internet and server development and deployment; (b) ~~A~~~~n~~ ~~an~~ end user must license either ArcGIS Engine Runtime Software or other ArcGIS Desktop Software (ArcView, ArcEditor, or ArcInfo) to obtain the right to run an ArcGIS Engine application on one ~~(1)~~ computer; ~~and~~ (c) ~~T~~the ArcGIS Engine Runtime extensions shall not be used in combination with ArcGIS Desktop Software to run ArcGIS Engine applications. A single user can have multiple applications installed on one ~~(1)~~ computer for use only by that end user.

23. Licensee may redistribute the Data as described in the Redistribution Rights Matrix available at <http://www.esri.com/legal/>, in the Help system, or in supporting metadata files, subject to the specific attribution descriptions and requirements for the dataset accessed.

24. EDN Software, Web Services, and Data may only be used by one ~~(1)~~ named developer per subscription solely for the purposes of research, development, testing, and demonstration of a prototype application. EDN ~~server~~ Software and Data may be installed on multiple computers for use by any named EDN developer.

25. Use of included third-party owned ~~d~~ata shall be subject to the Use of Data Restrictions found at <http://www.esri.com/legal/> for the specific Data accessed. The Use of Data Restrictions may be modified by ~~ESRI~~~~Esri~~ from time to time. If a modification is unacceptable to Licensee, Licensee may cancel a subscription upon written notice to ~~ESRI~~~~Esri~~, or discontinue use of the Data or Web Services, as applicable. If Licensee continues to use the Data or Web Services, Licensee will be deemed to have accepted the modification.

26. An ArcSDE Personal Edition geodatabase is restricted to ~~four (4)~~~~ten (10)~~ gigabytes of Licensee data.

27. ArcGIS Server Web ADF Runtime Software may not be deployed independently of Licensee's ArcGIS Server Enterprise configuration.

~~Limited~~28. ~~Use is limited~~ to ten ~~(10)~~ concurrent end users of applications other than ArcGIS Server applications. This restriction includes use of ArcGIS Desktop Software, ArcGIS Engine Software, and third-party applications that connect directly to any ArcGIS Server geodatabase. There are no limitations on the number of connections from ~~W~~eb applications.

~~Can~~29. ~~Software can~~ only be used with SQL Server 2005/2008 Express.

~~Restricted~~30. ~~Use is restricted~~ to a maximum ~~total~~ of ~~four (4)~~~~ten (10)~~ gigabytes of Licensee data.

31. Redundant Software installation(s) for failover operations ~~may be implemented~~~~is allowed but can only be operational~~ during the period the primary site is nonoperational. The redundant Software installation(s) shall remain dormant, except for system maintenance and updating of databases, while the primary site or any other redundant site is operational.

32. No redundant Software installation is permitted.

4. a. ~~33.~~ Licensee's access to and use of Cloud Bundle, ArcGIS Web Mapping, ArcGIS Online ~~Standard~~ Services ~~may only be utilized in conjunction with the following Software:~~

i. ~~ArcGIS Desktop~~

ii. ~~ArcGIS Server (including the Web ADF)~~

iii. ~~ArcGIS Mobile~~

iv. ~~ArcGIS Explorer~~

v. ~~ESRI~~ Business Analyst ~~Server Developer~~

vi. ~~MapIt~~

vii. ~~The ArcGIS APIs (including JavaScript, Adobe Flex, and Microsoft Silverlight/WPF)~~

viii. ~~AreLogistics Connect~~

b. ~~Licensee's access and use of ArcGIS Online Standard Services shall be subject to Business Analyst Online API, or Microsoft Bing Maps is conditioned upon Licensee's acceptance of the Esri Web Services and API Terms of Use, the Business Analyst Online Web Subscription Terms and Conditions, consent to, the Terms of Use for Bing Maps Services, and any other terms and conditions of ESRI Web Site and Service Terms of Use Agreement (G-577) applicable thereto or to any third-party data being accessed through them, found at <http://www.esri.com/legal/>.~~

c. ~~ArcGIS Desktop Licensees that are current on maintenance may access and use Microsoft Bing Maps™ subject to Licensee's consent to the terms and conditions of Bing Maps for ArcGIS Desktop Users Services Agreement (G-600) found at~~

34. Licensee's organization is limited to the number of specified credits, transactions, geography, or number of users as described in the online product description.

35. Licensed end users shall not share the client-side data cache derived from ArcGIS Online ~~Standard~~ Services with other licensed end users or third parties.

36. Licensee's use of Esri Business Analyst (Canadian Edition) Data is subject to the Use of Data Restrictions specific to Esri Business Analyst (Canadian Edition) Data. Licensee may not download or store resulting data or information except for results derived from using ArcWeb Services Address Manager.

37. Data provided with StreetMap USA may be used for mapping, geocoding, and routing purposes but is not licensed for dynamic routing purposes. For instance, StreetMap USA may not be used to alert a user about upcoming maneuvers (such as warning of an upcoming turn) or ~~calculating to calculate~~ an alternate route if a turn is missed.

38. The ArcGIS Server 3D extension included with ArcGIS Server Standard (Workgroup or Enterprise) may only be used for generating globe data cache(s) or publishing a globe document as an ArcGIS Globe Service. No other use of the ArcGIS Server 3D extension Software is permitted with ArcGIS Server Standard.

39. Any editing functionality included with ArcGIS Server is not permitted for use with ArcGIS Server Basic (Workgroup or Enterprise).

40. Geospatial Enterprise JavaBeans (EJB) provided with ArcGIS Server (Workgroup or Enterprise) ~~are~~ is permitted for use only with ArcGIS Server Advanced.

41. Licensee may only use Data from a single state with the Single State version of ArcGIS Data Appliance. 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.

42. Licensee has the right to one-(1)-desktop deployment of the ArcGIS Server Image extension Service Definition Editor for every four-(4)-cores of ArcGIS Server Image extension that ~~is~~ are licensed. ~~Additional Service Editor desktop deployments can be licensed for an additional fee.~~

43. Licensee may develop an unlimited number of applications on a single computer and deliver the applications to end users with or without the ArcGIS Engine Runtime Software.

44. For any operating system environment in which Licensee runs instances of the Concurrent Use License management software, Licensee may run up to the same number of passive failover instances of the Concurrent Use ~~4~~ license management software in a separate operating system environment for temporary failover support.

45. Data licensed with ~~ESRI~~ Esri Business Analyst and ~~ESRI~~ Esri Business Analyst Server ~~are~~ is restricted ~~to~~ for use ~~only in conjunction~~ with the respective Business Analyst extension ~~and are not for general use.~~ If Licensee orders a license for Esri Business Analyst or Business Analyst (Canadian Edition) with ArcGIS Desktop or ArcGIS Server Software a subset of the national dataset (i.e., Region, State, Local), Licensee may use only the licensed subset, not any other portion of the national dataset.

46. Licensee should not follow any route suggestions that appear to be hazardous, unsafe, or illegal. Licensee assumes all risk of using this navigation Software.

47. Licensee may ~~only~~ develop and distribute software or web applications that use the Software in conjunction with a minimum of ArcGIS Server Standard ~~Esri File Geodatabase API~~ to Licensee's end users.

48. Licensee may include reports and maps created from the Software or Data in hard-copy or read-only format for presentation packages or marketing studies for subsidiaries and customers. The total content of the ~~ESRI~~ Esri reports and maps must be less than twenty percent-(20%) of Licensee's total content of the presentation package or marketing study. Full, complete, stand-alone reports or maps created from the Software or Data and not part of a presentation package or marketing study cannot be resold, sublicensed, or otherwise transferred without prior, written permission of ~~ESRI~~ Esri. Licensee's third-party customer may only receive reports and maps generated by Licensee and may only use the maps and reports received from Licensee for internal purposes. In no case shall Licensee redistribute the Data in digital formats.

6. ~~ESRI MapIt Silverlight Web or WPF applications may not be deployed independent of Licensee's MapIt deployment configuration.~~

7. ~~Licensee has the right to one (1) desktop deployment of the Spatial Data Assistant for each ESRI MapIt Server License. ESRI49. A user quantity restriction applies. This authorizes installation and use of a sufficient quantity of instances of ArcGIS Server Enterprise Standard solely for the purposes of integrated communication between Esri ArcGIS Server Map Services and IBM Cognos data packages and is subject to the per user restriction.~~

50. Reserved

51. Esri Business Analyst Server Developer and Data may only be installed on one-(1)-server per license solely for the purposes of research, development, testing, and demonstration of a prototype application.

52. Source code is the intellectual property of ~~ESRI~~ Esri. Licensee shall treat any source code file identified as "Software" in a README file or at <http://www.esri.com/legal/> as a trade secret for Licensee's own internal use only and not for further redistribution or access by unlicensed third parties. Licensee shall not modify the Software, Documentation, Data, or source code to incorporate, embed, link, or otherwise include any code, libraries, or data licensed or distributed under an open source licensing or distribution models similar to Free Software Foundation's GNU~~'s~~ General Public License (GPL) or GPL-compliant licenses, including, without limitation, the Artistic License (e.g., Perl), the Mozilla Public License, the Netscape Public License, and the Sun Community or Industry Standards License, that could require a user to make its proprietary source code available to a requesting third party.

8. ~~Deployment license options are as follows:~~

- a. ~~A license for Web applications is per the principal registered unique domain identifier.~~ 53. ~~This authorizes installation and use of a sufficient quantity of instances of ArcGIS Server Enterprise Standard solely for the purposes of integrated communication between Esri ArcGIS Server Map Services and IBM Cognos data packages.~~
54. ~~ArcGIS Mobile is licensed for use with ArcGIS Server Advanced (Enterprise or Workgroup) and ArcGIS Desktop (ArcInfo, ArcEditor, ArcView, and ArcGIS Engine applications).~~
55. ~~Licensee may develop software or web applications that use the Business Analyst Online API to access, query, create, display, and redistribute Reports and resulting static, electronic maps to end user(s) of Licensee's software or web applications. End user(s) of Licensee's software or web applications may use the Reports and maps for internal purposes only and not for further redistribution. "Report" means any formatted output created by the Business Analyst Online API, which includes PDF, CSV, Excel, HTML, and XML formats. Licensee shall not redistribute any Data in vector formats.~~
56. ~~For Reports or maps displayed or posted to an external website, or Reports or maps created for Licensee's end user(s), Licensee shall affix an attribution notice to Licensee's online and/or hard-copy output that acknowledges Esri's and its third-party data supplier's intellectual property. These notices are found in the PDF or export image format of each individual Report or image, or as follows: "Source [Esri, Supplier]" or Copyright © [year(s)] [Esri, Supplier]. All rights reserved."~~
57. ~~Licensee may only display or post any combination of 100 Business Analyst Online or Community Analyst Reports and maps on its external websites.~~
58. ~~Licensee shall order a separate Business Analyst Online or Community Analyst subscription for each person who uses Business Analyst Online or Community Analyst and shall provide output from the Business Analyst Online or Community Analyst subscription only to the e-mail of the individual subscriber. Licensee shall not unbundle or use independently of Licensee's Subscription any software components used to access the Deliverables, including, but not limited to, Business Analyst Online API or Community Analyst API.~~
59. ~~Licensee may develop an unlimited number of applications on a single computer and deliver the applications to end users with or without the ArcGIS Runtime Software up to the number of deployment licenses that have been purchased.~~
60. ~~(a) ArcGIS Runtime licenses shall not be used for Internet and server development and deployment; (b) an end user must purchase a software application that includes an ArcGIS Runtime license to obtain the right to run an ArcGIS Runtime application on one (1) computer. A single user may have multiple ArcGIS Runtime licensed applications installed on one (1) computer that utilize a single ArcGIS Runtime.~~
61. ~~Oracle is a third-party beneficiary of Esri's rights under the Esri License Agreement with respect to the Software but is not a party hereto and assumes no obligations hereunder.~~
62. ~~Esri and its Licensors reserve the right to conduct an audit of Licensee's use of the Software. Licensee will provide reasonable assistance and access to information regarding Licensee's use of the Software. Audit results may be reported to Esri's Licensors. Fees for over-deployment or excess usage are payable within thirty (30) days of the invoice date.~~
63. ~~Licensee may not publish the results of benchmark tests run on the Software without the prior written permission of Esri and its Licensors.~~

Domain is the Internet domain name registered with a domain name registrar. For example, in example.com or example.com.xx (where xx is a registered country code), example is the principal registered unique domain identifier.

b. ~~A license for desktop applications is per organization. For the purposes of this license, organization is equivalent to an SLD name. For example, desktop applications can be used by any employee of an organization with a registered SLD name. There is no limit to the number of applications that can be built and deployed within an organization.~~

54. ~~Licensee may not, under any circumstances, seek a patent or other similar right granted in a foreign jurisdiction on the Software, whether alone or in any product, process, or method incorporating the Software. Sublicensees of any derivative works are likewise prohibited from seeking such patent or similar right on the Software. Additionally, the Software shall not be used in any preferred embodiments of patented products, processes, or methods. Any attempts to seek a patent or similar right that includes or covers the Software shall render this License void, and all rights granted under this License shall be immediately revoked.~~