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(E204 04/24/2012)

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SCOPE OF USE
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<p><u>Desktop Desktop Products</u></p> <ul style="list-style-type: none"> ▪ <u>Address Coder (22; Addendum 2, Note 7)</u> ▪ ArcExplorer—Java and Windows Editions (20; <u>Addendum 2, Note 1</u>) ▪ ArcGIS for Desktop (Advanced, Standard, or Basic) (26; <u>Addendum 2, Note 1</u>; <u>Addendum 2, Note 6</u>) ▪ ArcGIS Explorer Desktop (20; <u>Addendum 2, Note 1</u>) ▪ ArcGIS for AutoCAD (20) ▪ ArcLogistics <ul style="list-style-type: none"> – Desktop (<u>Addendum 2, Note 1</u>) – Using ArcGIS Online (20; 46; <u>Addendum 2, Note 1</u>) – Using ArcGIS for Server (20; 46; <u>Addendum 2, Note 1</u>) – Navigator (46; <u>Addendum 2, Note 1</u>) ▪ ArcPad (12; 13; <u>Addendum 2, Note 1</u>) ▪ ArcView 3.x and Extensions (17) ▪ Esri Business Analyst (Canadian Edition) (Addendum 2, Note 1; Addendum 2, Note 4) ▪ Esri Business Analyst (<u>Addendum 2, Note 1</u>; <u>Addendum 2, Note 4</u>) ▪ Esri Maps for Office (Addendum 2, Note 1) <u>Esri Maps for IBM Cognos, MicroStrategy, Microsoft Dynamics CRM, Office, SharePoint, or SAP BusinessObjects (Addendum 2, Note 1)</u> ▪ <u>Sourcebook•America (Addendum 2, Note 8)</u> ▪ <u>ArcGIS for Windows Mobile (15; 54; Addendum 2, Note 1)</u> ▪ <u>ArcGIS for iOS; ArcGIS for Windows Phone; ArcGIS for Android (Addendum 2, Note 1)</u> <p><u>Server Server Products</u></p> <ul style="list-style-type: none"> ▪ ArcGIS for Server <ul style="list-style-type: none"> – Workgroup (8; 9; 28; 29; 30; 32; 38; 39; <u>Addendum 2, Note 1; Addendum 2, Note 6</u>) – Enterprise (8; 9; 27; 31; 38; 39; <u>Addendum 2, Note 1; Addendum 2, Note 6</u>) ▪ ArcGIS for Server Extensions <ul style="list-style-type: none"> – ArcGIS for INSPIRE (8; <u>Addendum 2, Note 1</u>) ▪ Esri Business Analyst Server <ul style="list-style-type: none"> – Workgroup (8; 9; 28; 29; 30; 31; 39; <u>Addendum 2, Note 1; Addendum 2, Note 4</u>) – Enterprise (8; 9; 27; 31; 39; <u>Addendum 2, Note 1; Addendum 2, Note 4</u>) ▪ Esri Business Analyst Server (Canadian Edition) (8; 9; 27; 31; 39; Addendum 2, Note 1; Addendum 2, 	<ul style="list-style-type: none"> <u>Esri Business Analyst Server</u> <ul style="list-style-type: none"> – Workgroup (28; 29; 30; 31; 39; <u>Addendum 2, Note 1; Addendum 2, Note 4</u>) – Enterprise (31; 39; <u>Addendum 2, Note 1; Addendum 2, Note 4</u>) ▪ <u>Portal for ArcGIS (31; Addendum 2, Note 1)</u> ▪ <u>Esri Tracking Server (31)</u> <p><u>Developer Tools</u></p> <ul style="list-style-type: none"> ▪ ArcGIS Runtime SDK for iOS, Windows Phone, Windows Mobile, <u>Mac OS X</u>, or Android (16; <u>Addendum 2, Note 1</u>) ▪ <u>ArcGIS Runtime SDK for WPF, Java, or Qt (16; 19; Addendum 2, Note 1)</u> ▪ <u>ArcGIS Runtime for WPF or Java (15; 18; Addendum 2, Note 1)</u> ▪ ArcGIS Engine Developer Kit and Extensions (16,19, 22, 26) ▪ ArcGIS Engine for Windows/Linux and Extensions (15; 22; 26; <u>Addendum 2, Note 1; Addendum 2, Note 6</u>) ▪ 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) ▪ ArcGIS Web Mapping (including <u>SharePoint, JavaScript/HTML 5, ArcGIS API for Adobe Flex, ArcGIS API for Microsoft Silverlight, ArcGIS API for WPF, SOAP, and REST</u>) (15; 64; 66; <u>Addendum 2, Note 1</u>) ▪ 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) ▪ Esri Business Analyst Server Developer (<u>Addendum 2, Note 1; Addendum 2, Note 4</u>) ▪ Esri Business Analyst Server Developer (Canadian Edition) (Addendum 2, Note 1; Addendum 2, Note 4) ▪ Esri Developer Network (EDN) Software, Online Services, and Data (24; 26; Addendum 2, Note 1; Addendum 2, Note 4; Addendum 2, Note 6) ▪ <u>Esri File Geodatabase API (47)</u>
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<u>Note 4)</u> <ul style="list-style-type: none"> ▪ Portal for ArcGIS (31; 61; 62; <u>Addendum 2, Note 1)</u> ▪ Esri Tracking Server (34) ▪ Esri Maps for IBM Cognos (53) ▪ Esri Maps for SharePoint (<u>Addendum 2, Note 1)</u> 	<u>Bundled Products</u> <ul style="list-style-type: none"> ▪ <u>ArcGIS for Transportation Analytics (1; Addendum 2, Note 2; Addendum 2, Note 11)</u>
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- 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:~~

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

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

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

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—47. ~~You~~^{Licensee} may develop and distribute ~~software or web applications~~^{Value-Added Applications} that use Esri File Geodatabase API to ~~Your~~^{Licensee's} end users.

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—60. a. ~~ArcGIS Runtime SDK licenses shall not be used~~^{Value-Added Application(s)} for Internet or server development;

b. ~~An end user~~^{web deployment} 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

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ADDENDUM 2
DATA TERMS OF USE
(E300-2)

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- f. MBR Data: Users are prohibited from (i) using MBR Data, including, without limitation, European demographic data, consumer demand data, and postal and geographic boundaries, for the purpose of compiling, enhancing, verifying, supplementing, adding to, or deleting from any database or other compilation of information that is sold, rented, published, furnished, or in any manner provided to a third party or (ii) modifying, or otherwise altering MBR Data without MBR's prior written consent, such consent to be granted or withheld at MBR's sole discretion.
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- 5. internal use on a desktop computer or server. No Internet access is permitted.
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- **Public website (noncommercial)—Constituent-Served Model:** Permits a municipal government Licensee to use the Data in an externally facing Value-Added Application serving a defined population, provided Licensee does not generate revenue from such use.
- **Public website (commercial) Known User:** Permits Licensee to use the Data in an externally facing Value-Added Application for use by named users and to generate revenue from such Value-Added Application.
- **Public website (commercial) Anonymous User:** Permits Licensee to use the Data in an externally facing Value-Added Application for general use and to generate revenue from such Value-Added Application.

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.

~~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.

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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.

~~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-Address Coder 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-Address Coder and is provided for Your Licensee's 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. ~~Licensee's authorized use of Address Coder.~~

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

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b. Tele Atlas/TomTom data is subject to the terms of use at http://www.esri.com/~media/Files/Pdfs/legal/pdfs/j9792-teleatlas_use_data.pdf.

c. ~~Data from i~~-cubed ~~data~~ is subject to the terms of use at <http://www.esri.com/~media/Files/Pdfs/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. ~~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) eobranding or otherwise~~

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e. D&B Data: May not be used for direct mailing or direct marketing purposes.

10. Licensee may include Data in hard-copy or read-only format ("Outputs") in presentation packages, marketing studies, or other reports or documents prepared for third parties. Licensee shall not resell or otherwise externally distribute Outputs in stand-alone form.

11. ArcGIS for Transportation Analytics—NAVTEQ traffic data option: This online data service is available as an option for use exclusively with ArcGIS for Transportation Analytics. Use of this data is subject to the following terms and conditions:

- a. NAVTEQ traffic data is subject to the terms of use at http://corporate.navteq.com/supplier_terms.html.
- b. No automatic routing or rerouting based on traffic conditions is permitted without the Navigation add-on.
- c. NAVTEQ traffic data may not be archived and may be delivered only for end users' personal, near-term use, not to exceed one (1) twenty-four (24)-hour period.
- d. NAVTEQ traffic data may not be used to display or broadcast in any FM/AM/HD radio broadcast or television broadcast or through any RDS delivery method.
- e. NAVTEQ traffic data may not be used with or incorporated into any traffic system that provides voice traffic reports to inbound callers.
- f. NAVTEQ traffic data may not be used to develop or commercially make available a text-to-voice e-mail alert or message or voice mail application using any portion of NAVTEQ traffic data.

ADDENDUM 3
ONLINE SERVICES ADDENDUM
(E300-3)

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(E300-3)

This Online Services Addendum ("Addendum 3") sets forth the terms of ~~Your~~Licensee's use of Online Services and includes the Licensee's existing master license agreement, if any, or the License Agreement found at <http://www.esri.com/legal/software-license>, (as applicable, the "License Agreement"), which is incorporated by reference. This Addendum 3 takes precedence over conflicting ~~terms of the General~~ License Terms and Conditions of the License Agreement. Esri reserves the right to update the terms from time to time. ~~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

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 3:~~

- ~~a. "Anonymous Users" refers to anyone who has unrestricted public access to any part of the Licensee's Content or Value-Added Applications, which Licensee has published through the use of the Sharing Tools, included with Licensee's licensed use of the Software or Online Services, as further described in Section 2 of this Addendum.~~
- ~~b. "API" means application programming interface.~~
- ~~c. "ArcGIS Website" means <http://www.arcgis.com> and any related or successor websites.~~
- ~~b. "ArcGIS Website" means <http://www.arcgis.com> and any related or successor websites.~~
- ~~ed. "Content" means d)Data, images, photographs, animations, video, audio, text, maps, databases, data models, spreadsheets, user interfaces, software applications, and Developer Tools.~~
- ~~de. "Developer Tools" means software development kits (SDKs), APIs, software libraries, code samples, and other resources.~~
- ~~e. "Named Users" f. "Licensee's Content" means Your any Content that Licensee or Licensee's Named Users submit to Esri in connection with Licensee's use of the Online Services, any results derived from the use of Licensee's Content with Online Services, and any Value-Added Applications Licensee builds with Developer Tools and deploys with Online Services. Licensee's Content excludes any feedback, suggestions, or requests for Product improvements that Licensee provides to Esri.~~
- ~~g. "Named User(s)" means individuals to whom Licensee specifically enables private access to Online Services and Value-Added Applications through Licensee's Online Services account. Named Users can be anyone whom Licensee authorizes to access Online Services, but only for the exclusive benefit of Licensee, for example, Licensee's employees; agents; consultants; or contractors; or, for education. For Education Plan accounts, Named Users may include registered students whom You authorize to. No other third parties may be Named Users. Named Users have private access to features of Online Services for Your exclusive benefit through Your ArcGIS Online account, to which they that are explicitly linked through not publicly accessible to Anonymous Users. Named Users have unique, individual user names and passwords login credentials.~~
- ~~fh. "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 Licensee accesses through the ArcGIS Website Online Content Services.~~
- ~~gi. "Service Components" means each of the following: Online Services, Online Content, ArcGIS Website, Developer Tools, Documentation, or related materials.~~
- ~~j. "Sharing Tools" means publishing capabilities included with Online Services and ArcGIS Website that allow Licensee to make Licensee's Content and Value-Added Applications available to third parties and/or Anonymous Users.~~

- k. "Value-Added Application" means an application developed by Licensee for use in conjunction with the authorized use of any Software, Data, or Online Services.
- l. "Web Services" as used under Licensee's existing signed license agreement, if any, means Online Services and any Content delivered by such Online Services.

ARTICLE 2—USE OF ONLINE SERVICES

- 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

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

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

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

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2.4 Prohibited Uses of the Online Services.

~~**2.4 Prohibited Uses of the Online Services.**~~ In addition to the prohibited uses under the ~~,You~~License Agreement, Licensee shall not (i) attempt to gain unauthorized access to the Online Services or assist others to do so; (ii) use Online Services for spamming, to transmit junk e-mail or offensive or defamatory material, or for stalking or making threats of physical harm; (iii) use Online Services to store or transmit software viruses, worms, time bombs, Trojan horses, or any other computer code, files, or programs designed to interrupt, destroy, or limit the functionality of any computer software, hardware, or telecommunications equipment ("Malicious Code"); (iv) mirror, reformat, or display Online Services in an attempt to mirror and/or make commercial use of Online Services except to the degree that Online Services directly enable such functionality; (v) share the client-side data cache derived from Online Services with other licensed end users or third parties; (vi) distribute the client-side data cache, ~~routes, or geocodes~~ derived from Online Services to third parties; (vii) manually or systematically ~~harvest information and data contained within~~ collect or scrape (screen or web scraping) Content from 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 any in-~~vehicle navigation, ~~positioning, dispatch, system installed in a vehicle (this does not include portable navigation devices) or that provides~~ real-time, dynamic routing to any device. For instance, these Services may not be used to alert a user about upcoming maneuvers (such as warning of an upcoming turn) or to calculate an alternate route ~~guidance, fleet management, or similar applications~~ if a turn is missed; or (ix) incorporate any portion of Online Services into a commercial product or service unless ~~it~~ the commercial product adds material functionality to ~~the~~ Online Services.

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~~2.7 Attributions. You are not permitted to remove any Esri or its~~ **2.8** If any modification, discontinuation, or deprecation of Online Service(s) causes a material, adverse impact to Licensee's operations, Esri may at its sole discretion attempt to repair, correct, or provide a workaround for Online Services. If a viable solution is not commercially reasonable, Licensee may cancel its subscription to Online Services, and Esri will issue a prorated refund.

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ARTICLE 3—TERM AND TERMINATION

The following supplements Article 5—Term and Termination of the License Agreement:

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3.4 Service Suspension. Esri and its affiliates shall be entitled, without any liability to Licensee, to suspend ~~Your account~~ access to any portion or all of Online Services at any time on a service-wide basis (a) if (i) You breach this Licensee breaches the License Agreement; (ii) You exceed Your(b) if Licensee exceeds usage limits and fails to purchase additional Service Credits license capacity sufficient to support Your Licensee's continued use of Online Services as described in Article 5 of this Addendum; or (iii)-(c) if there is reason to believe that ~~Your~~ Licensee's use of Online ~~Services~~ Service(s) will adversely affect

the integrity, functionality, or usability ~~or that of the Online Service(s)~~; (d) if Esri and its licensors may incur liability by not suspending ~~Your account~~ Licensee's account; (e) for scheduled downtime to conduct maintenance or make modifications to Online Service(s); (f) in the event of a threat or attack on Online Service(s) (including a denial-of-service attack) or other event that may create a risk to the applicable part of Online Services; or (g) in the event that Esri or its affiliates determine that Online Services (or portions thereof) are prohibited by law or otherwise that it is necessary or prudent to do so for legal or regulatory reasons. If ~~warranted~~ feasible under these circumstances, You/Licensee will be notified of any ~~suspension~~ Service Suspension beforehand and allowed ~~the reasonable~~ opportunity to take ~~corrective~~ remedial action.

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

Esri may establish limits on the ~~resources available to You with~~ Online Services available to Licensee. These limits may be controlled through Service Credits. Service Credits are used to measure the consumption of ArcGIS Online services made available through Your/Licensee's account. The maximum Service Credits provided with Your/Licensee's ArcGIS Online account will be addressed in the applicable Ordering Document. Esri will notify Your/Licensee's account administrator when

~~Your Licensee's~~ Service consumption reaches approximately seventy-five percent (75%) of the Service Credits allocated to ~~You Licensee~~ through ~~Your Licensee's~~ 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 Licensee's~~ account ~~until You pay all outstanding overage fees in accordance with this License Agreement~~ when consumption reaches one hundred percent (100%) of the Service Credits allocated to Licensee's subscription. Licensee's access to the account will be restored immediately upon the completion of Licensee's purchase transaction for additional Service Credits for the subscription account.

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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:

The following table is a list of Esri Products that have specific Terms of Use in addition to the general Terms of Use as set forth in the General License Terms and Conditions of the License Agreement. Additional Terms of Use are listed immediately below this table and are referenced by number(s), shown in parentheses, immediately following each Product name in the following table (in some cases, the Additional Terms of Use referenced may be found in a separate Addendum, as noted):

<ul style="list-style-type: none">▪ <u>ArcGIS Online (1; 2; Addendum 2, Note 13; Addendum 2, Note 6)</u>▪ <u>Business Analyst Online (43; Addendum 2, Note 1; Addendum- 2, Note- 4)</u>▪ <u>Business Analyst Online Mobile (43; Addendum 2, Note 1; Addendum 2, Note 4)</u>▪ <u>Esri Business Analyst Online API for Adobe Flex, Microsoft Silverlight, SOAP, and REST (5; Addendum 2, Note 1; Addendum 2, Note 4)</u>▪ <u>Community Analyst (3; Addendum 2, Note 1; Addendum 2, Note 4)</u>	<ul style="list-style-type: none">▪ <u>Esri Community Analyst (4API for Adobe Flex, Microsoft Silverlight, SOAP, and REST (5; Addendum 2, Note 1; Addendum 2, Note 4)</u>▪ <u>Esri Location Analytics API for Adobe Flex, Microsoft Silverlight, SOAP, and REST (5; Addendum 2, Note 1; Addendum 2, Note 4)</u>▪ <u>Redistricting Online (3; Addendum 2, Note 1)</u>▪ <u>MapStudio (64; Addendum 2, Note 1; Addendum 2, Note 9)</u>
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Notes:

- If you do not license any of the Products in the table above, these Additional Terms of Use do not apply to you.
- Additional Terms of Use for Products ONLY APPLY to the Products that reference them by number in the table above.

Additional Terms of Use for Products listed above:

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

- a. YouLicensee may use ~~Your ArcGIS~~Licensee's Esri Online Services account to build a Value-Added Application(s) using ~~the~~ :
 - i. ArcGIS Online Development Tools and Services enabled through ~~YourLicensee's~~ ArcGIS Online Plan account- for Licensee's internal use; or
 - ii. 3rd Party development tools but only in conjunction with a paid Esri Online Services account.
- b. YouLicensee may also provide access to ~~YourLicensee's~~ Value-Added Application(s) to third parties, subject to the following terms:
 - i. YouLicensee may allow ~~anonymous user~~ Anonymous Users to access ~~to YourLicensee's~~ Value-Added Application(s).
 - ii. YouLicensee shall not add third parties as Named Users to ~~YourLicensee's~~ ArcGIS Online account for the purpose of allowing third parties to access ~~YourLicensee's~~ Value-Added Application(s). This restriction does not apply to third parties included within the definition of Named Users.
 - iii. YouLicensee shall not provide a third party with access to ArcGIS Online Services enabled through ~~YourLicensee's~~ ArcGIS Online account other than through ~~YourLicensee's~~ Value-Added Application(s). This restriction does not apply to third parties included within the definition of Named Users.
 - iv. You areLicensee is responsible for any fees accrued through the use of ~~YourLicensee's~~ ArcGIS Online account by third parties accessing ~~YourLicensee's~~ 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 areLicensee is solely responsible for providing technical support for ~~YourLicensee's~~ Value-Added Application(s).
 - vi. Licensee will restrict third-party use of Online Services as required by the terms of this Agreement.

c. For ArcGIS Online ELA ~~and~~ Organization, and Developer Plan accounts: ~~You are~~

i. Licensee is also permitted to:

~~i.~~(1) Charge an additional fee to third parties to access ~~Your~~Licensee's Value-Added Application(s), subject to the terms of this License Agreement; or

~~ii.~~(2) Transfer ~~Your~~Licensee's Value-Added Application(s) to a third party's ArcGIS Online account, subject to the following:

- ~~(1) You a~~ Licensee may charge third parties a fee for ~~Your~~Licensee's Value-Added Application(s).
- ~~(2) You are~~(b) Licensee is not obligated to provide technical support for the third party's general use of its ArcGIS Online account not related to ~~Your~~Licensee's Value-Added Application(s).
- ~~(3) You are~~(c) Licensee is not responsible for any fees accrued through the third party's use of ~~Your~~Licensee's Value-Added Application(s) that have been transferred to or implemented on the third party's ArcGIS Online account.

~~(d. For Personal Plans,)~~ Licensee is not permitted to invite licensees of an ArcGIS Online Public Plan to participate in private groups. This restriction also applies to licensees of Education Plan accounts and Not for Profit NPO/NGO Plan accounts.

d. For ArcGIS Online Public Plan accounts, Education Plan accounts, and NPO/NGO use of ArcGIS Online Organization accounts: ~~You are~~Licensee is not permitted to charge an additional fee to third parties to access ~~Your~~Licensee's Value-Added Application(s) or generate more than incidental advertising revenue as a consequence of the deployment or use of the Value-Added Application(s). Charging a fee to access ~~Your~~Licensee's Value-Added Application(s) or generating more than incidental advertising revenue requires an ArcGIS Online ELA or, Organization, or Developer Plan account.

2. ~~You are.~~ ArcGIS Online Public Plan accounts:

i. Public Plan accounts are licensed for the personal use of an individual. Any use of Public Plan accounts by an individual for the benefit of a for-profit business or a government agency is prohibited.

- This restriction does not apply to educational institutions when used for teaching purposes only, qualified NGO/NPO organizations, and press or media organizations. Individuals affiliated with these specific types of organization are permitted to use ArcGIS Online Public Plan accounts for the benefit of their affiliated organization(s).

ii. Public Plan account licensees are not permitted to create private groups or participate in any private group created by licensees of ArcGIS Online Organization, Education, NGO/NPO, or ELA Plans.

f. Licensee is not permitted to be the licensee of an ArcGIS Online account for or on behalf of a third party.

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

g. The terms "Online ELA account," "Organization Plan account," "Developer Plan account," "Public Plan account," and "Education Plan" account refer to different types of ArcGIS Online accounts.

2. Terms of Use for ArcGIS Online Services:

- a. Geocoding Services: Licensee may not store the results from the use of either of the following services without a subscription. Single address lookup (search) is permitted without a subscription as long as the result of the search is not stored for later use.

ArcGIS Online World Geocoding Service (available at <http://geocode.arcgis.com>)

Standard Geocoding Task Service (available at <http://tasks.arcgisonline.com>)

- b. ~~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:~~
- ~~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 Infographics Service: Licensee may use the data accessible through this service for display purposes only. Licensee is prohibited from saving any data accessible through this service.~~

- ~~3. Licensee~~ 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 Licensee's 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~~4. Licensee may create, publicly display, and distribute maps in hard copy and static electronic format for news-reporting purposes, subject to any restrictions for ArcGIS Online Data set forth in [Addendum 2, Note 1](#).



ADDENDUM 4
LIMITED USE PROGRAMS
(E300-4)

This Limited Use Programs Addendum ("Addendum 4") applies to any Licensee that has been qualified by Esri or its authorized distributor to participate in any of the programs described herein. This Addendum 4 includes the Licensee's existing master license agreement, if any, or the License Agreement found at <http://www.esri.com/legal/software-license> (as applicable, the "License Agreement"), which is incorporated by reference. This Addendum 4 takes precedence over conflicting terms of the License Agreement. Esri reserves the right to update the terms from time to time.

<u>▪ Educational Programs (1)</u>	<u>▪ Home Use Program (3)</u>
<u>▪ Grant Programs (2)</u>	<u>▪ Other Esri Limited Use Programs (4)</u>

Notes

1. *Educational Programs:* Licensee agrees to use Products solely for educational purposes during the educational use Term. Licensee shall not use Products for any administrative use unless Licensee has acquired an administrative use Term License. Licensee shall not use Products for revenue-generating or for-profit purposes.
2. *Grant Programs:* Licensee may use Products only for Noncommercial purposes as specified in the Esri grant document. Licensee shall not use Products for revenue-generating or for-profit purposes.
3. *ArcGIS for Home Use Program:*
 - a. All ArcGIS for Home Use Program Products are provided as Term Licenses and are identified on Esri's Home Use Program website found at <http://www.esri.com/software/arcgis/arcgis-for-home> or Licensee's authorized distributor's website.
 - b. Esri grants to Licensee a personal, nonexclusive, nontransferable, Single Use License solely to use the Products provided under the ArcGIS for Home Use Program as set forth in the applicable Ordering Documents (i) for which the applicable license fees have been paid, (ii) for Licensee's own Noncommercial internal use, (iii) in accordance with this License Agreement and the configuration ordered by Licensee or as authorized by Esri or its authorized distributor, and (iv) for a period of twelve (12) months unless terminated earlier in accordance with the License Agreement. "Noncommercial" means use in a personal or individual capacity that (i) is not compensated in any fashion; (ii) is not intended to produce any works for commercial use or compensation; (iii) is not intended to provide a commercial service; and (iv) is neither conducted nor funded by any person or entity engaged in the commercial use, application, or exploitation of works similar to the licensed Products.
 - c. **Installation Support.** Installation Support for a period of ninety (90) days is included with ArcGIS for Home Use. As discussed further on the Esri or authorized distributor's website, Esri provides technical support in response to specific inquiries. Installation Support will apply only to unmodified Software. Software is provided only for standard hardware platforms and operating systems supported by Esri as described in the Software Documentation. Esri is not responsible for making or arranging for updates to interfaces for nonstandard devices or custom applications.

Esri Installation Support will be provided in compliance with the Esri ArcGIS for Home Use Installation Support document on the Esri website at <http://www.esri.com/~media/Files/Pdfs/legal/pdfs/home-use-installation-support.pdf>. Esri supports users solely with the installation of Esri Software. Esri's Support website is at <http://support.esri.com/en/support>. Support provided by an authorized distributor will be in accordance with the distributor's technical support program terms and conditions.
4. *Other Esri Limited Use Programs:* If Licensee acquires Products under any limited use program not listed above, Licensee's use of the Products may be subject to the terms set forth in the applicable launching page or enrollment form or as described on Esri's website in addition to the nonconflicting terms of this Addendum 4. All such program terms are incorporated herein by reference.

~~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.~~