

Licensing Terms of Use

Documented Changes



Document Updated: E204 – Master Agreement

Date of Update Implementation: November 1, 2022

Overview: The Master Agreement (E204), has been updated to reflect changes due to updated Esri policies, and clarification language derived from Esri Product Management and customer requests.

Sections(s) Impacted: Impacted due to contextual, clarification, grammar or Terms & Conditions changes, which will impact future version use.

General Changes: *Most changes are grammatical changes or updates to wording to allow for better flow of what the statement is supposed to imply. Major changes described below.*

Where: 2.1 Definitions. The following definitions supplement the definitions provided in Attachment A:

Change: Removing the definition of Service Credits.

“Service Credit(s)” means a unit of exchange for consumption of services that can be used with an Online Services Subscription.

Why: This definition is no longer needed in the MA as it is not used within the document.

Where: 4.2 Customers outside of the United States.

Change: Customer may obtain maintenance services from their local Esri authorized distributor under the authorized distributor’s own standard support policy **and in accordance with the Esri Product Life Cycle Support Policy.**

Why: The new language added in red is to clarify that along with the distributors policy, the Esri policy also applies.

Where: Attachment A Glossary of Terms

Change: **“Subscription”** means a license for use of an Esri Offering for a limited time period or a right to receive Services for a limited time period.

Why: The definition and use of Term License will eventually be retired. Subscription is being added as this is the terminology moving forward. Keeping the definition of Term License for the time being until it is completely out of the Esri terminology bank.

Where: B.5.2 Infringement Indemnity

Change: If Esri determines that an Infringement Claim is valid, Esri may, at its expense, either (i) obtain rights for Customer to continue using the Esri Offerings or Services or (ii) modify the Esri Offerings or Services while maintaining substantially similar functionality. If neither alternative is commercially reasonable, Esri may terminate Customer's right to use the Esri Offerings or Services and will refund any (a) license fees that Customer paid for the infringing Esri Offerings or Services acquired under a Perpetual License, prorated on a 5-year, straight-line depreciation basis beginning from the initial date of delivery or (b) unused portion of fees paid for Term Licenses, ~~s~~Subscriptions, and Maintenance.

Why: Now that Subscription is defined, the use of the word in red above will be moved to lower case "s" to cover the use of the word, not strictly to its new definition.

Where: B.8.1 Prohibited Uses.

Change: a. Creates or transmits spam, spoofings, or phishing email or offensive, hate related or defamatory material; or stalks or makes threats of physical harm;

Why: This section has been updated to include "hate related" material to address a subset of material not previously covered (i.e., prejudice-motivated crimes based on a legally protected category).