

Licensing Terms of Use

Documented Changes



Document Updated: E204 – Master Agreement

Date of Update Implementation: February 14, 2025

Overview: The Master Agreement (E204), have 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: [Article 2.3 Software Terms of Use.](#)

Change:

d. Esri publishes Product-~~Specific-Software T~~erms of ~~U~~se at <https://www.esri.com/legal/scope-of-use>

Why: Updated to match the current title of the Product-Specific Terms of Use document that is linked.

Where: [Section 2.4 Online Services Terms of Use.](#)

Change:

a. **Online Services Descriptions.** Esri publishes ~~Product- Specific Terms of Use Online Services Subscription-specific terms of use~~ at <https://www.esri.com/legal/scope-of-use>. Use of Online Services is also subject to the Cloud Services terms found in [Attachment B](#).

Why: Updated to match the current title of the Product-Specific Terms of Use document that is linked.

Where: [Section 5.0 Professional Services](#)

Change:

5.1 Definitions. The following definitions ~~s~~-supplement the definitions provided in [Attachment A](#):

- ~~a. “Invention(s)” means a patentable invention, discovery, innovation, or improvement, excluding Deliverables, relating to the subject matter of a Task Order.~~
- ~~b. “Inventor(s)” means a party’s principal, employee, consultant, or independent contractor that solely or jointly develops Inventions during Esri’s performance under a Task Order.~~
- ~~c. a. “Professional Service Package(s)” means a predefined unit of Professional Services, provided at a firm fixed price.~~

Why: This is no longer applicable under the Master Agreement.

Where: Section 5.4 Ownership of Deliverables and Inventions.

Change:

5.4 Ownership of Deliverables ~~and Inventions.~~

- a. Esri or its licensors own and retain ownership of Deliverables.
- ~~b. Each party will retain all rights, title and ownership to any Inventions made or conceived solely by the respective Party's Inventors during the term of this Agreement, including, but not limited to, such Inventions that Esri's Inventors solely make or conceive while providing technical assistance pursuant to this Agreement.~~
- ~~c. The parties will jointly own any Inventions made or conceived jointly by Inventors from both Parties. The Parties will negotiate in good faith and cooperate reasonably in (i) deciding whether or not to seek or maintain, or to continue to seek or maintain, patent protection in any country on any joint Invention and the extent and scope of such protection and (ii) protecting and enforcing any patents issued on such joint Invention.~~

Why: This is no longer applicable under the Master Agreement.

Where: 5.5 Acceptance

Change:

- c. **For Time and Materials Task Orders.** Professional Services are provided strictly on a time and materials basis subject to the Task Order not-to-exceed funding limit. The Professional Services provided will be deemed accepted and in compliance with the professional and technical standards of the software industry unless Customer notifies Esri within 10 days after performance. Deliverables produced under a time and materials Task Order **are consulting hours only** will not be subject to acceptance testing.

Why: This is needed for clarification.

Where: 5.9 Payment; Invoices.

Change:

- c. **For Time and Materials Task Orders.**
 - 1. Esri will submit to Customer written monthly invoices to the Customer address provided in the Task Order. The invoices will include the payment due for work performed, including travel time, and any other direct costs (ODCs) incurred as authorized under a Task Order. The amount invoiced for labor will be equal to the number of hours expended during the previous month, multiplied by the applicable labor rates. Esri will invoice meals on a per diem basis in accordance with the full daily limits specified on the government Defense Travel website at <https://www.defensetravel.dod.mil/site/perdiemCalc.cfm>. ~~Esri and Customer may include hourly labor rates in this Agreement; if the parties elect to do so, Attachment D will identify the hourly labor rates for each labor category.~~ Esri may **escalatechange** hourly labor rates for Services; any increase in the first 5 years will not exceed 5 percent per year. Esri will invoice ODCs, including travel-related expenses incurred, plus a 15 percent burden.

Why: Labor rates are no longer included in the Master Agreement.

Where: 8.7 Travel and Per Diem Expenses.

Change:

Any Esri travel and per diem expenses will be quoted separately. Travel expenses will include a 15 percent burden, and meal per diem will be determined in accordance with the full daily limits specified on the government Defense Travel website at <https://www.defensetravel.dod.mil/site/perdiemCalc.cfm>. Customer will use Learning and Services Credits for travel and per diem expenses.

Why: This was added to clarify the per diem applies to meals.

Where: B.7.3 Export Compliance.

Change:

Each party will comply with all applicable export and trade sanctions laws and regulations, including the US Department of Commerce's Export Administration Regulations (EAR), the US Department of State's International Traffic in Arms Regulations (ITAR), the US Department of Treasury, Office of Foreign Assets Control (OFAC) Regulations, and other applicable export laws. Customer will not export, reexport, transfer, release, or otherwise dispose of, in whole or in part, or permit access to or transfer or use of Services or Esri Offerings to any United States embargoed countries currently including Iran, Syria, North Korea, Cuba, **Russia, Belarus**, Crimea region of Ukraine, the Donetsk People's Republic (DNR) and Luhansk People's Republic (LNR), or denied entities or persons except in accordance with all then-current applicable US government export laws and regulations. ~~Additionally, Customer will not export, reexport, transfer, provide access or release any Esri Offerings to Russia or Belarus.~~ Customer will not export, reexport, transfer, or use Services or Esri Offerings for certain missile, nuclear, chemical, or biological activities or end uses without proper authorization from the US government. Customer shall immediately notify Esri in writing if any US government entity or agency denies, suspends, or revokes Customer's export privileges. Customer will not upload, store, or process in Cloud Services any Customer Content that (i) has an Export Control Classification Number (ECCN) other than EAR99 or (ii) is controlled for export from the United States under ITAR ~~or (iii) is subject to the EAR where the cloud host is on the US government's Specially Designated Nationals List, Denied Entity List, Unverified List or Denied Parties List or any other US government restricted list.~~ Customer will notify Esri in advance if Esri's performance of any Services or provision of any Esri Offerings is related to any defense article, defense service, or technical data, as defined under the ITAR Sections 120.31, 120.32 and 120.33, respectively; Esri will not perform any such Services or provide any such Esri Offerings until Esri obtains any necessary export license from the US government. Customer will reasonably assist Esri in applying for and obtaining an export license if needed.

Why: Changes made to follow United States Government Export guidelines.

Where: Attachment C Sample Task Order

Change:

7. Esri Project Manager: *[insert name, telephone, ~~fax~~, and email address]*
- Esri ~~Senior-Contract Specialist~~Administrator: *[insert name, telephone, ~~fax~~, and email address]*
- Customer Project Manager: *[insert name, telephone, ~~fax~~, and email address]*
- Customer ~~Senior-Contract Contact~~Administrator: *[insert name, telephone, ~~fax~~, and email address]*
- Customer Accounts Payable Contact: *[insert name, telephone, ~~fax~~, and email address]*

Why: Clerical updates.

Where: Attachment D Time and Materials Rate Schedule

Change:

**~~ATTACHMENT-D
TIME AND MATERIALS RATE SCHEDULE~~**

~~See Quotation for Pricing.~~

Why: Labor rates are no longer included in the Master Agreement.