Licensing Terms of Use

Documented Changes

Document Updated:  E204 – Master Agreement

Date of Update Implementation:  March 30, 2018

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 with 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.

ATTACHMENT A
GLOSSARY OF TERMS

Where: Attachment A Glossary of Terms

Change: “Named User License or Subscription” means a license or subscription the right for use by a single Named User to use a specific Esri Offering.

Why: Named User License use right licensed for use with other Esri Offerings and not only within Esri’s Subscription offerings.

ATTACHMENT B
GENERAL TERMS AND CONDITIONS

Where: Article 3.5 Exclusive Remedy

Change: 3.5 Exclusive Remedy. Customer’s exclusive remedy and Esri’s entire liability for breach of the limited warranties in this section will be to replace any defective media and either to (i) repair, correct, or provide a workaround for the applicable Esri Offering or Services or (ii) return at Esri’s election, terminate Customer’s right to use and refund the fees paid by Customer for Esri Offerings or Services that do not meet Esri’s limited warranties, provided that Customer uninstalls, removes, and destroys all copies of the applicable Esri Offerings; ceases accessing and using the applicable Cloud Services; and executes and delivers evidence of such actions to Esri or its authorized distributor.

Why: Language clarification to distinguish steps for remedy of limited warranty.