Licensing Terms of Use

Documented Changes

**Document Updated:** E204 – License and Services Agreement/Master Agreement

**Date of Update Implementation:** March 8, 2017

**Overview:** The Master Agreement (E204), including Addendum 1, 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:** All Sections impacted with contextual, clarification, grammar, or terms & Conditions changes, which will impact future version use.

**General Changes:**

1. **Document name change has occurred.** E204, previously known as License and Services Agreement (LASA), is now known as Master Agreement (MA). Change has occurred due to Esri decision to make name similar to other document naming conventions.

   **1.0 GENERAL GRANT OF RIGHTS AND RESTRICTIONS**

   **What:** Section 1.3 Consultant or Contractor Access. (pg 2)

   **Change:** 1.3 Consultant or Contractor Access. Customer may authorize its consultants or contractors to (i) host Software and Data for Customer and (ii) use Esri Offerings exclusively for Customer's benefit. Customer will be solely responsible for its consultants' and contractors' compliance with this Agreement and will ensure that each consultant or contractor discontinues use of the Esri Offerings upon completion of work for Customer. Access to or use of Esri Offerings by consultants or contractors that is not exclusively for Customer's benefit is prohibited.

   **Why:** Added a sub bullet as shown in the change below to incorporate specific use of a consultant. To provide clarity that Consultants or Contractors may also host Software and Data for a Customer.

   **What:** Section 1.5 Trial, Evaluation and Beta Licenses. Added the word “trial” to title of Section and to the body of Section 1.5. (pg 2)

   **Change:** 1.5 Trial, Evaluation and Beta Licenses. Products acquired under a trial or evaluation license or subscription or under a Beta program are intended for evaluation and testing purposes only and not for commercial use. Any such use is at Customer’s own risk, and the Products do not qualify for Maintenance. If Customer does not convert to a purchased license or subscription prior to the expiration of the evaluation term, Customer may lose any content and customizations made during the evaluation term.
term. If Customer does not wish to purchase a license or subscription, Customer should export such content before the end of Customer’s evaluation period.

**Why:** Esri has chosen to distinguish the difference between trial licenses and evaluation licenses. This is due to where each is obtained from, whether through Esri Customer Service as an evaluation, or obtained through Esri’s website as a trial.

**What:** Section 1.8 Reservation of Rights, moved up to be Section 1.4. (pg 2)

**Change:** No language changes occurred. Only structural.

**Why:** For a clear structure within the document.

### 2.0 SOFTWARE TERMS OF USE

**What:** Section 2.2 Permitted Uses (pg 3)

**Change:** 3. Install and use a newer version of Software concurrently with the version to be replaced during a reasonable transition period not to exceed 6 months, the deployment of either version does not exceed Customer’s licensed quantity; thereafter, Customer will not use more Software in the aggregate than Customer’s total licensed quantity. This [concurrent use right](#) does not apply to Software licensed for provided under a Development Use License.

**Why:** Clarification of language.

**What:** Section 2.3 Maintenance (pg 3)

**Change:** Removed 2.3 Maintenance. Esri will provide Maintenance in accordance with the Esri Maintenance and Support Program if Customer is in the United States. Customers outside the United States may obtain Maintenance from their local Esri distributor under the distributor’s own terms.

**Why:** Moved to its own Article, which is now Article 5.

### 3.0 ONLINE SERVICES TERMS OF USE

**What:** Section 3.3 Provision of Subscription Online Services (pg3)

**Change:** This section was removed. 3.3 Provision of Subscription Online Services. For subscription Online Services, Esri will

a. Provide Online Services to Customer in accordance with the Documentation;

b. Provide Maintenance in accordance with the Esri Maintenance and Support Program if Customer is in the United States. Customers outside the United States may obtain Maintenance from Esri’s distributor under the distributor’s own terms.

c. Provide customer support in accordance with Esri’s standard customer support policies and any additional support services Customer may purchase; and
d. Use commercially reasonable efforts to ensure that Online Services will not transmit to Customer any Malicious Code, provided Esri is not responsible for Malicious Code that was introduced to Online Services through Customer's subscription or through third-party Content.

Why: Removed redundant and unnecessary language.

What: Section 3.4 Access to Value-Added Applications, which is now Section 3.3. (pg4)

Change: b. Unless other noted in Addendum 1, Customer may use its Online Services subscription to build a Value-Added Application(s) for internal use by Named Users.

1- Customer may charge for such access under subscription types that permit use for revenue-generation commercial retail business purposes.

2- Customer may embed an App Login Credential into Value-Added Applications to enable public use by Anonymous Users but may not embed a Named User Credential.

5- Customer may not enable Anonymous Users to access Value-Added Applications that are intended for Customer's internal use only; Value-Added Applications used internally require each user to use Named User login credentials.

Why: Changes made for clarification purpose per customer feedback.

What: Section 3.5, Customer Responsibilities, which is now 3.4 (pg4)

Change: a. Customer is solely responsible for the development and operation of Customer Content and Value-Added Applications and for its Named Users' compliance with this Agreement. Customer and its Named Users or Anonymous Users (if applicable) are the only persons authorized to access Online Services through Customer's subscription. Named Users' login credentials are for designated Named Users only and may not be shared with other individuals. Customer may assign former Named Users' login credentials to new Named Users if the former users no longer require access to Online Services. Customer will promptly notify Esri if Customer becomes aware of any unauthorized use of Customer's subscription or any other breach of security.

Why: Eliminated redundant language.

b. If Customer is using non-Esri application development tools to build an application that accesses Esri's Online Services, Customer must include attribution acknowledging that its application uses Esri Online Services, if attribution is not automatically displayed through the use of Online Services. Guidelines are provided in the Documentation.

Why: Simplification of language for generality.

What: Section 3.7 Subscription Rate Changes, which is now 3.6 (pg5)

Change: Removed Rate and replaced it with Fee in the title.
Esri may increase rates or change fees for subscriptions with a term greater than 1 month by notifying Customer at least 60 days prior to expiration of the then-current subscription term. Esri may increase or change monthly subscription rates upon 30 days' notice. **Outside the US, the distributor may provide notice of rate changes.**

**Why:** Changes made for clarification purposes per customer feedback, and to be consistent with the international business model.

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**What:** Section 3.10 Arcgis Enterprise with Virtual Cloud Infrastructure. (pg5)

**Change:** This section was removed.

**Why:** This is an offering that is no longer available.

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### 4.0 DATA TERMS OF USE

**What:** Section 4.1 Definitions. (pg6)

**Change:** Adjusted definition of Business Data as follows. All other references to Business Data were updated to read “Business Listing Data”

**Business Listing Data** means information about any dataset that includes a list of businesses, demographics, and logistics that enables improved decision-making, optimized internal processes, increased operational efficiency, new revenues, and competitive advantages over business rivals.

**Why:** Definition changed to reflect a more accurate statement of the data usage rights.

**What:** Section 4.2 Permitted Uses (pg6)

**Change:**

a. **Unless otherwise authorized in writing,** Customer may only use Data in connection with the Products with which Esri has provided the Data.

**Why:** For clarification purposes per customer feedback, as some data may be licensed independent of product usage.

b. Customer may take ArcGIS Online basemaps offline through Esri Content Packages and subsequently deliver (transfer) them to any device for use exclusively with licensed ArcGIS Runtime applications, ArcGIS Desktop, and ArcGIS API for Flex apps. Customer may not otherwise cache or download such Data.

**Why:** To clear some ambiguity regarding use of ArcGIS Online base maps and when they can be used offline.

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**What:** Section 4.3 Use Restrictions (pg6)

**Changes:** Multiple changes for Use Restrictions.
d. *Street Data.* Customer may use Street Data for mapping, geocoding, and point-to-point routing and transportation network analysis purposes. Unless otherwise authorized in writing, Customer may not use Street Data for

___1. Real-time navigational guidance, including alerting a user about upcoming maneuvers, such as warning of an upcoming turn, or calculating an alternate route if a turn is missed;
___2. Synchronized multivehicle routing; or
___3. Synchronized Route optimization.

**Why:** A correction of the data use restriction.

e. *Business Analyst Data.* Customer may cache Data provided with Esri Business Analyst (Server, Desktop) is subject to the following additional terms of on a mobile device for use: in conjunction with its use of Business Analyst Server. Customer may not otherwise cache or download such Data.

**Why:** A clarification of data usage rights.

1. **Partial Dataset Licenses:** If Customer orders a license for Esri Business Analyst or Business Analyst (Canadian edition) with a subset of the national dataset (i.e., Region, State, Local for example, a country, region, state or local portion of a global database), Customer may use only the licensed subset, not any other portion of the national full dataset.

2. Data provided with Business Analyst Server may not be cached or downloaded by client applications and devices.

**Why:** A correction of the data use restriction.

g. *MapStudio Data.* Customer may create, publicly display, and distribute maps in hard copy and static electronic format for news-reporting purposes only.

**Why:** A correction of the data use restriction.

What: Section 4.4 Supplemental Terms and Conditions for Data. (pg7)

**Change:** 4.4 Supplemental Terms and Conditions for Data. Certain Data licensors require Esri to flow down additional attribution requirements and terms of use to Customer. These flow down terms supplement and amend the terms of this Agreement and are available at [http://www.esri.com/legal/third-party-data](http://www.esri.com/legal/third-party-data).

**Why:** To provide coordination between this Agreement and flow down terms.

Article 5.0 **TRAINING TERMS OF SERVICE MAINTENANCE**

What: Section 5.0 (Formerly Training terms of Service) now Maintenance (pg 7).

**Change:** Training Terms of Service Maintenance Description
The following terms apply to Training that US Customers: Esri provides directly to will provide Maintenance for Software and Online Services in accordance with the Esri Maintenance and Support Program and this Master Agreement if Customer is in the United States.

Customers outside the United States: Customer may obtain Training maintenance services from their local Esri distributor under the distributor's own terms and standard support policy.

Why: Description of maintenance updated for clarification to consolidate and to be consistent with the international business model.

ATTACHMENT A - GLOSSARY OF TERMS

What: Definition changes and updates within the Glossary of Terms (pg16-17)

Change: The following definitions in bold, have been modified.

"Commercial ASP Use" means use as a commercial application service provider; that is, to generate revenue by providing access to Software or Online Services through a Value-Added Application; for example, by charging a subscription fee, service fee, or any other form of transaction fee or by generating more than incidental advertising revenue.

Why: Commercial ASP Use can be performed within on premises Software or within Online Services.

"Deliverables" means anything that Esri delivers to a Customer as a result of performance of Professional Services other than Products, Training, or Maintenance. Deliverables may include, but are not limited to, consulting services, customized training curriculums, software code, dynamic link libraries (DLLs), and programs delivered on any media provided in source, object, or executable code format(s), inclusive of backups, updates, or merged copies; methods, techniques, or know-how; technical assistance, processes, formulas, or algorithms; designs; data dictionaries and models; compilations; schematics; documentation; specifications; drawings; flowcharts; briefings; or test or quality control procedures.

Why: Clarification and addition. Through some engagements, customized training may be developed and delivered.

"Maintenance" means a subscription program entitling Esri provides and that entitles the Customer to Product updates and other benefits such as access to technical support and access to self-paced, web-based learning resources.

Why: Clarification to support update in Maintenance Section. Esri provides support to US Customers only. This changes it so ensure that parties understand Maintenance as used through the Agreement does not include maintenance provided by a Distributor.

"Online Services" means any commercially available, Internet-based geospatial system that Esri provides under this Agreement, including applications and associated APIs for storing, managing, publishing, and using maps, data, and other information. Online Services exclude Data and Content.

Why:
**Why:** Clarification to cover only items provided by Esri.

"Software" means all or any portion of any proprietary commercial off-the-shelf software, excluding Data, accessed or downloaded from an Esri-authorized website or delivered by Esri on any media in any format including backups, updates, service packs, patches, hot fixes, or permitted merged copies.

**Why:** Language clean-up only.

"Term License" means a license or access provided for use of a Product for a limited time period ("Term") or on a subscription or transaction basis.

**Why:** Language clean-up only.

"Training" means instructor-led standard Product training and coaching services for the use of Esri's GIS Software that Esri provides under this Agreement.

**Why:** Language clean-up only to only cover training provided by Esri. Not all training is instructor led or through a coaching service.

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**ATTACHMENT B- GENERAL TERMS AND CONDITIONS**

**What:** Article 1- General Use Restrictions (pg19)

Change: Article 1 b. Use Esri Offerings Software for Commercial ASP Use or service bureau purposes

**Why:** Esri Offerings was incorrectly included. Software is the proper definition to be included.

**What:** Article 2- Term and Termination(pg20)

Change: b. Clear any client-side data cache derived from the terminated Online Cloud Services; and

**Why:** This provision should include EMCS and other Online Services.

**What:** Article 3- Limited Warranties and Disclaimers (pg 20)

Change: 3.3 General Disclaimer. Except for the express limited warranties set forth in this Agreement, Esri disclaims all other warranties or conditions of any kind, whether express or implied, including, but not limited to, warranties or conditions of merchantability, fitness for a particular purpose, and noninfringement of intellectual property rights. Esri is not responsible for any nonconformities caused by Customer's modification of any Esri Offering other than as specified in the Documentation. Esri does not warrant that Esri Offerings, or Customer's operation of the same, will be uninterrupted, error free, fault tolerant, or fail-safe or that all nonconformities can or will be corrected. Esri Offerings are not designed, manufactured, or intended for use in environments or applications that may lead to death, personal injury, or physical property or environmental damage. Customer should not follow any navigational route suggestions that appear to be hazardous, unsafe, or illegal. Any such uses will be at Customer's own risk and cost.
Why: If there is a modification to an Esri Offering not provided by Esri, the limited warranty would not be extended to the modification.

What: Article 7-Security and Compliance (pg22)

Change: **7.1 Security.** Esri publishes its security capabilities at http://doc.arcgis.com/en/trust/security/security-overview.htm. Customer may give Esri personnel access to Customer systems or to Customer or third-party personal information if access is essential for Esri’s performance of Services and if Esri expressly agrees to such access. Esri will use reasonable administrative, technical, and physical safeguards to protect such data and guard against unauthorized access. Customer bears responsibility to (i) confirm that Esri’s published security and privacy controls meet all applicable legal requirements for protection of Customer Content and (ii) upload or share controlled Customer Content through Cloud Services only when it is legal to do so. Esri is not responsible to review Customer Content to ensure compliance with applicable laws and regulations. For US federal government customers, Online Services are FISMA Low authorized but do not meet higher security requirements including those found in DFARS 252.239-7010. Alternative solutions that meet these or similar requirements are available.

Why: Moved Security up and added language to inform US federal customers about security capabilities.

**7.2 Malicious Code.** Esri will use commercially reasonable efforts to ensure that Esri Offerings will not transmit any Malicious Code to Customer. Esri is not responsible for Malicious Code that Customer introduces to Esri Offerings or that is introduced through third-party Content.

Why: Moved from Online Services and made applicable to all Esri Offerings.

What: Article 8- CLOUD SERVICES INTERRUPTIONS, TAKEDOWNS, AND SUSPENSIONS(pg23)

Change: Section 8.2 Service Interruption. System failures or other events beyond Esri’s reasonable control may interrupt Customer’s access to Online Cloud Services. Esri may not be able to provide advance notice of such interruptions.

Why: This provision should include EMCS and other Online Services.

What: Article 8- CLOUD SERVICES INTERRUPTIONS, TAKEDOWNS, AND SUSPENSIONS(pg24)

Change: Section 8.5 Notice to Esri. Customer will promptly notify Esri if Customer becomes aware of any unauthorized use of Customer’s subscription or any other breach of security regarding Cloud Services.

Why: Moved from Online Services and made applicable to all Esri Offerings.

What: Article 9- GENERAL PROVISIONS(pg24-25)
Change: Section 9.1 Payment. Customer will pay each correct invoice no later than 30 days after receipt and will remit payment to the address stated on the invoice.

Customers outside the US will pay the distributor’s invoices in accordance with the distributor’s payment terms.

Why: To be consistent with the international business model.

Section 9.4 Taxes and Fees; Shipping Charges. Fees quoted Restrictions on Solicitation. Neither party will solicit for hire any employee of the other party who is associated with the performance of Services during the performance of the Services and for a period of 1 year thereafter. This does not restrict either party from publicly advertising positions for hire in newspapers, professional magazines or Internet postings.

Why: Inserted as a general rule for Services.

Section 9.5 Taxes and Fees; Shipping Charges. Fees that ESRI quotes to Customer are exclusive of any and all applicable taxes or fee, including, but not limited to, sales tax, use tax, or value-added tax(VAT); customs, duties, or tariffs; and shipping and handling charges. For Customers outside the US, the distributor may quote taxes or fees in accordance with its own policies.

Why: To be consistent with the international business model.

Section 9.7, changed to 9.8- Severability. The parties agree that if any provision of this Agreement is held to be unenforceable for any reason, (a) such provisions will be reformed only to the extent necessary to make the intent of the language enforceable, and (b) all other provisions of this Agreement remain in effect.

Why: To strengthen the enforceability of the Agreement.

Section 9.9, changed to 9.10 Survival of Terms. The Glossary of Terms and provisions of the following Articles 3, 4, 5, and 9 of these General Terms and Conditions will survive the expiration or termination of this Agreement. “Limited Warranties and Disclaimers.” “Limitation of Liability.” “Indemnifications” and “General Provisions”.

Why: Structural change, to avoid using Article or Section Numbers, and spell out titles, should Articles or Sections change.

Section 9.11 Governing Law. US Federal law and the law of the State of California govern this Agreement, excluding their respective choice of law principles.

Section 9.12 Governing Law. This agreement is not subject to the United Nations Convention on Contracts for the International Sale of Goods.

a. Government Entities. If Customer is a government entity, the applicable laws of the Customer’s jurisdiction govern this Agreement.

b. Non-Government Entities. US federal law and the law of the State of California exclusively govern this Agreement, excluding their respective choice of law principles.
**Why:** To address government customer concerns regarding the requirement to use laws other than of their own jurisdiction.

**ADDENDUM 1 PRODUCT-SPECIFIC TERMS OF USE SOFTWARE (pg1-2)**

**What:** Footnotes (pg2-3)

**Change:** 11. May not be used to edit an Enterprise Geodatabase via Direct Connect.

**Why:** Additional footnote added as a restriction within the ArcGIS Runtime license with the associated footnote.

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 time.

13. Licensed as a Dual Use License.

**Why:** Reduce redundant language.

20. **Customer may reproduce and distribute the Software provided all the following occur:**

   a. The Software is reproduced and distributed in its entirety;

   b. A license agreement accompanies each copy of the Software that protects the Software to the same extent as this Redistribution 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.

**Why:** Reduce redundant language.

21. **Customer may build a Value-Added Application(s) for use by Customer's Named Users. Customer may not:**

   1. embed a Named User credential into credentials in Value-Added Applications.

   2. embed or use App Login Credentials in Value-Added Applications. **Customer may permit (x) public access to Value-Added Applications require without credentials or (y) access using unique, individual Named User login credentials.**

**Why:** Adding clarification language.

24. **Software may be used only for the purposes of development, testing, and demonstration of a prototype Value-Added Application and creating map caches. Value-Added Applications and map caches can be used with Staging and Deployment ArcGIS Enterprise servers. Software and Data may be installed on multiple computers for use by any ArcGIS Developer Subscribers with ExtendBuilder or higher plan subscriptions; all other Software is licensed as a Single Use License.**
Why: Updated with proper Product name.

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

Why: Updated with proper Product name.

What: Footnotes(pg6-7)

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

a. Customer may use Customer’s Esri Online Services subscription to build a Value-Added Application(s) for Customer's internal use.

b. Customer may also provide access to Customer’s Value-Added Application(s) to third parties, subject to the following terms:

i. Customer may allow Anonymous Users to access Customer’s Value-Added Application(s).

ii. Customer shall not add third parties as Named Users to Customer's ArcGIS Online subscription for the purpose of allowing third parties to access Customer's Value-Added Application(s). This restriction does not apply to third parties included within the definition of Named Users.

iii. Customer shall not provide a third party with access to ArcGIS Online Services enabled through Customer's ArcGIS Online subscription other than through Customer's Value-Added Application(s). This restriction does not apply to third parties included within the definition of Named Users.

iv. Customer is solely responsible for providing technical support for Customer's Value-Added Application(s).

v. Customer may not remove or obscure any trademarks or logos that would normally be displayed through the use of the Online Services without written permission. Customer must include attribution acknowledging that its application is using Online Services provided by Esri, if attribution is not automatically displayed through the use of Online Services. Guidelines are provided in the Documentation.

vi. Customer may not embed a Named User credential into a Value-Added Application. An App Login Credential may only be embedded into Value-Added Applications that are used to provide public, anonymous access to ArcGIS Online. Customer may not embed or use ArcGIS Online App Login Credentials in Value-Added Applications for internal use. Value-Added Applications used internally require Named User login credentials.

Why: Reduce redundant language.
c. World Geocoding Service: Customer may not store the geocoded results generated by the service World Geocoding Service without an ArcGIS Online subscription.  
   **Why:** Adding clarification language.

d. Infographics Service: Customer may use the data accessible through this service Infographics Service for display purposes only. Customer is prohibited from saving and may not save any data accessible through this service.  
   **Why:** Adding clarification language.

9. Customer may enable third-party use of Value-Added Applications must be published for public access only by publicly sharing using Sharing Tools. Customer may not use this subscription to power a Value-Added Application for its own business use unless Customer is an educational institution using the Value-Added Application for teaching purposes only, a qualified NGO/NPO organization, or a media or press organization.  
   **Why:** May not be used for the benefit of a for-profit or government organization.

13. Each subscription is limited to 1,000,000 basemap and 1,000,000 geosearch transactions per month in conjunction with Customer's subscription. "Transaction" is defined in the Documentation at ArcGIS Resources at http://links.esri.com/agol/transactiondef. Transactions per month in conjunction with Customer's subscription. Transactions include both basemap data and geocode search transactions. One basemap data transaction is equivalent to eight 256x256 tile requests. One geocode search transaction is equivalent to one address or place. If the results are stored in any manner such as after batch geocoding, the stored results are not counted towards the transaction limit. However, storage does consume service credits.  
   **Why:** Adding clarification language. Including the definition within the body of the text.

14. Each subscription is limited to a combined 50,000,000 basemap and geosearch transactions in any 12-month period. Transactions per month. "Transaction" include both basemap data and geocode search transactions. One basemap data transaction is defined in equivalent to eight 256x256 tile requests. One geocode search transaction is equivalent to one address or place. If the results are stored in any manner such as after batch geocoding, the stored results are not counted towards the transaction limit. However, storage does consume service credits.  
   **Why:** Adding clarification language. Including the definition within the body of the text.

16. Customer may not display or post any combination of more than 100 Esri Business Analyst Online or Community Analyst Reports and maps on Customer's external websites.
17. Customer 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.

18. Reserved.

19. Customer may not make Value-Added Applications available to third parties for a fee.

Why: Adding clarification language and removing redundant language.

20. Licensee is not permitted to be the licensee for or on behalf of a third party.

17. A Named User may embed their Named User Credential in a ArcGIS API for Python script solely for the purpose of automating a workflow to be used exclusively by the Named User whose Named User Credential is embedded in the script.

Why: Additional permission for specific use of Named User Credential within the ArcGIS API for Python script only.