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**Document Updated:** E204 – License Agreement, General License Terms and Conditions

**Date of Update Implementation:** June 13, 2014

**Overview:** E204 – License Agreement, General Terms and Conditions has been updated to reflect changes due to the removal of retired Products, revised export control regulations, and updated use terms of use.

**Product(s) Impacted:** Applies to all Products

**Changes:**

Article 4—Scope of Use; Section 4.1, g. Permitted Uses, Page 3 of 7

**What:** Added a permitted use.

**Why:** This permitted use was not explicitly stated previously.

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Article 5—Term and Termination, Page 3 of 7

**What:** Second sentence; changed 10 [days] to 30 [days].

**Why:** Extended the cure period from ten days to thirty days.

Either party may terminate this License Agreement or any license for a material breach that is not cured within ~~ten (10)~~[thirty \(30\)](#) days of written notice to the breaching party, except that termination is immediate for a material breach that is impossible to cure.

Article 7– Applicability of Disclaimers and Limitations, Section 7.3 Page 5 of 7

**What/Why:** Removed unnecessary language from the first sentence.

~~Licensee agrees that the~~[The](#) limitations of liability and disclaimers set forth in this License Agreement will apply regardless of whether Licensee has accepted Products or any other product or service delivered by Esri or its authorized distributor.



Article 8—Infringement Indemnity, Section 8.1, Page 5 of 7

What: Inserted clarifying language related to indemnification.

Why: Indemnification obligations are specific to this Article 8.

8.1 Esri shall defend, indemnify [as described below](#), and hold Licensee harmless from and against any loss, liability, cost, or expense, including reasonable attorneys' fees, ~~that Licensee incurs as a result~~ [arising out](#) of any claims, actions, or demands by a third party alleging that Licensee's licensed use of Software or Online Services infringe a US patent, copyright, or trademark, provided...

Article 9—General Provisions, Section 9.2 Export Control Regulations, Page 6 of 7

What: Inserted and removed language.

Why: Export Control Regulation language was expanded to include Content, Licensee's Content, and Value-Added Applications.

**9.2 Export Control Regulations.** Licensee expressly acknowledges and agrees that Licensee shall not export, reexport, import, transfer, ~~or~~ [release, or provide access to](#) Products, ~~in whole~~ [Content, Licensee's Content](#), or ~~in part~~ [Value-Added Applications](#) to (i) any US embargoed country; (ii) any person on the US Treasury Department's list of Specially Designated Nationals; (iii) any person or entity on the US Commerce Department's Denied Persons List, Entity List, or Unverified List; or (iv) any person or entity or into any country where such export, reexport, [access](#), or import violates any US, local, or other applicable import/export control laws or regulations including, but not limited to, the terms of any import/export license or license exemption and any amendments and supplemental additions to those import/export laws as they may occur from time to time.

Article 9—General Provisions, Section 9.3 Taxes and Fees, Shipping Charges, Page 6 of 7

What/Why: Inserted the word "applicable" for clarification.

**9.3 Taxes and Fees, Shipping Charges.** License fees quoted to Licensee are exclusive of any and all [applicable](#) taxes or fees, including, but not limited to, sales tax, use tax, value-added tax (VAT), customs, duties, or tariffs, and shipping and handling charges.

Article 9—General Provisions, Section 9.9 US Government Licensee, Page 6 of 7

What: Inserted and removed language.

Why: Clarified language to match FAR rights language.



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**9.9 US Government Licensee.** The Products are commercial items, developed at private expense, provided to Licensee under this License Agreement. If Licensee is a US government entity or US government contractor, Esri licenses Products to Licensee in accordance with this License Agreement under FAR Subparts 12.211/12.212 or DFARS Subpart 227.7202. Esri Data and Online Services are licensed under the same DFARS Subpart 227.7202 policy as commercial computer software for acquisitions made under DFARS. ~~The commercial license rights in~~Products are subject to restrictions, and this License Agreement strictly governs Licensee's use, modification, performance, reproduction, release, display, or disclosure of Products. License provisions that are inconsistent with federal law will not apply. A US government Licensee may transfer Software to any ~~licensed government procuring agency facility~~of its facilities to which it transfers the computer(s) on which such Software is installed ~~are transferred~~. If any court, arbitrator, or board holds that Licensee has greater rights to any portion of Products under applicable public procurement law, such rights shall extend only to the portions affected.

Article 9—General Provisions, Section 9.10 Governing Law, Arbitration, Part a. Page 7 of 7

What: Inserted language in the first sentence of section a.

Why: Clarified to state Federal law governs for US Government agencies.

a. *Licensees in the United States of America, Its Territories, and Outlying Areas.*  
This License Agreement shall be governed by and construed in accordance with the laws of the State of California without reference to conflict of laws principles, except that US federal law shall govern in matters of intellectual property ~~and for US government~~ agency use.