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

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

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