

# Licensing Terms of Use

## Documented Changes

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**Document Updated:** E204 – Master Agreement

**Date of Update Implementation:** July 19, 2023

**Overview:** The Master Agreement (E204), has been updated to reflect changes due to updated Esri policies, and to provide clarifications 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:** [Section 2.0 Software and Online Services \(pg. 3\)](#)

**Change:**

2.1 Definitions.

- j. This definition is being removed: “Dual Use License” means the right to install Software on a desktop computer and use it simultaneously with either a personal digital assistance (PDA) or handheld mobile device as long as the Software is only used by a single individual at any time.

*Why:* ArcPad is being retired and removed from the Product Specific Terms of Use (E300) and this definition was only used for ArcPad.

**Where:** [Section 5.0 Professional Services](#)

**Change:**

5.1 Definitions.

- c. “Professional Service Package(s) means a predefined unit of Professional Services, **including travel related expenses** provided at a firm fixed price.

*Why:* There are some Service Packages now that will not include travel related expenses, and which will be priced separately.

**Where:** [Section 5.5 Acceptance](#)

**Change:** a. **For Firm Fixed Price Task Orders.** [Unless otherwise agreed to in the applicable Task Order,](#) Customer will complete its acceptance review within 10 working days of receiving each Deliverable and classify the Deliverables as follows:

*Why:* Allows for other acceptance timeframes to be added into Task Order and override the 10-day timeframe.

Where: Section B.3.3 General Disclaimer

Change:

**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 with Specifications or loss, deletion, modification, or disclosure of Customer Content 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, **or will result in Customer's compliance with any applicable law.** 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: While Esri warrants that the Offerings will comply with Specifications, it is the responsibility of the Customer to use the licensed Offerings in compliance with applicable law.

Where: Section B.3.4 Disclaimers

Change: New section c

- c. **Artificial Intelligence (AI)/Machine Learning (ML) Disclaimer.** As specified in the Documentation, certain Esri Offerings may integrate third-party AI/ML software libraries and third-party or Esri created pre-trained AI/ML models for various tasks including, but not limited to, object detection, image obfuscation, image classification, or text or speech recognition. Customer may use these capabilities at its option and such AI/ML capabilities are delivered "as is" and without warranty of any kind. In certain cases, the Esri Offering may provide Customers the ability to configure their own custom AI/ML models to meet Customer's unique requirements, which except for the express warranties contained in this Agreement, shall be at Customer's own risk.

Why: AI/ML, particularly generative AI, is rapidly evolving. As AI/ML capabilities are introduced into our Offerings, it is important to make Customers aware that they have the option to use these capabilities subject to this disclaimer.