

Licensing Terms of Use

Documented Changes



Document Updated: E204 – Master Agreement

Date of Update Implementation: August 1, 2025

Overview: The Master Agreement (E204), has 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 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: Article 2.2 License and Subscription Types.

Change:

2.2 License and Subscription Types. Esri provides Products under one or more of the license or subscription types identified in the definitions above. The Documentation ~~or~~ and Ordering Documents identify which license or subscription type(s) applies to the ordered Products.

Why: Our Ordering Documents do not always identify license/subscription types so the change was made to “or” to accommodate that either document could have this information.

Where: Section 2.6 Value-Added Applications.

New addition/Change:

7. Customer is responsible for ensuring that the access or use of Esri Offerings within its Value-Added Applications complies with the legal and regulatory requirements in all jurisdictions in which the Value-Added Applications are made available.

Why: The new addition to the MA was added to clarify Customers’ responsibility to ensure Value Added Applications comply with applicable law when made available to their end users via Esri Offerings.

Where: Section 3.3 Use Restrictions.

Change:

- h. Customer may not use Data outside of the Software and Online Services to teach or train machine systems, models, software, databases, algorithms, and programs, including neural networks (“AI/ML Systems”) that learn from experience, adjust to new inputs, and perform humanlike tasks, which allow those systems to sense, comprehend, act and learn.

Why: This new section was added to restrict the unauthorized use of Data in connection with AI/ML systems that Customer may be using within the Product.

Where: Section B 3.3 General Disclaimer

Change:

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. **Customer must use its independent judgment to determine whether (i) Esri Offerings are suitable for its Value-Added Applications and (ii) Value Added Applications are safe for use by end users and other third parties.**

Why: This sentence was added to the general disclaimer to clarify Customers' responsibility with respect to the potential risks associated with Esri Offerings within a Value-Added Application offered by Customer to its end users or other third parties.

Where: B.7.3 Export Compliance

Change:

B.7.3 Export Compliance. Each party will comply with all applicable export and trade sanctions laws and regulations, including the US Department of Commerce's Export Administration Regulations (EAR), the US Department of State's International Traffic in Arms Regulations (ITAR), the US Department of Treasury, Office of Foreign Assets Control (OFAC) Regulations, and other applicable export laws. Customer will not export, reexport, transfer, release, or otherwise dispose of, in whole or in part, or permit access to or transfer or use of Services or Esri Offerings to any United States embargoed countries currently including Iran, ~~Syria~~, North Korea, Cuba, Russia, Belarus, Crimea region of Ukraine, the Donetsk People's Republic (DNR) and Luhansk People's Republic (LNR), or denied entities or persons except in accordance with all then-current applicable US government export laws and regulations. Customer will not export, reexport, transfer, or use Services or Esri Offerings for certain missile, nuclear, chemical, or biological activities or end uses without proper authorization from the US government. Customer shall immediately notify Esri in writing if any US government entity or agency denies, suspends, or revokes Customer's export privileges. Customer will not upload, store, or process in Cloud Services any Customer Content that (i) has an Export Control Classification Number (ECCN) other than EAR99 or (ii) is controlled for export from the United States under ITAR or (iii) is subject to the EAR where the cloud host is on the US government's Specially Designated Nationals List, Denied Entity List, Unverified List or Denied Parties List or any other US government restricted list. Customer will notify Esri in advance if Esri's performance of any Services or provision of any Esri Offerings is related to any defense article, defense service, or technical data, as defined under the ITAR Sections 120.31, 120.32 and 120.33, respectively; Esri will not perform any such Services or provide any such Esri Offerings until Esri obtains any necessary export license from the US government. Customer will reasonably assist Esri in applying for and obtaining an export license if needed.

Why: Syria was removed as an embargoed country, due to US Federal regulations.

Where: B.7.4 Privacy

Change:

Esri publishes its privacy notices at [Esri's Privacy Statement](#) and [Products and Services Privacy Supplement](#) and will process personal data according to the terms of the Data Processing Addendum available at <https://www.esri.com/en-us/privacy/privacy-gdpr> <https://www.esri.com/en-us/privacy/overview>.

Why: This section was updated for clarification on where a Customer could find Esri's Privacy related published documents.

Where: B.9.9 Successor and Assigns.

Change:

Customer will not assign, sublicense, or transfer Customer's rights or delegate Customer's obligations under this Agreement without Esri's and its authorized distributor's prior written consent, and any attempt to do so without consent will be void. This Agreement will be binding on the respective successors and assigns of the parties to this Agreement. Notwithstanding, a contractor under contract to the government to deliver Products may assign this Agreement and Products acquired for delivery to its government customer upon written notice to Esri, provided the government customer assents to the terms of this Agreement. Upon mutual agreement, Esri's Affiliates may provide **Esri Offerings and** Services under the terms of this Agreement; in such cases, the Ordering Documents will identify the Affiliate as the party that provides the **Esri Offerings and** Services. Esri's authorized distributors are not Affiliates of Esri.

Why: This change is to allow for the assignment of the work to Esri Global for either Products or Services, which may be necessitated if an international Customer requires or requests such.