# Licensing Terms of Use
# Documented Changes

**Document Updated:** E204 – Master Agreement Products and Services

**Date of Update Implementation:** August 14, 2026

**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: 2.1 Definitions.**

**Change:**

a. **"Anonymous Users"** means all who have public access (i.e., access without having to provide a Named User Credential) to any part of Customer Content or Customer's Value-Added Applications.

b. **"App Login Credential(s)"** means a system-generated application login and associated password, provided when registering a Value-Added Application with Online Services and which, when embedded in a Value-Added Application allows the Value-Added Application to access and use Online Services.

d. **"Concurrent Use License"** means a license to install and use Software on computer(s) on a network, provided that the number of simultaneous users does not exceed the number of licenses acquired. A Concurrent Use License includes the right to run passive failover instances of Concurrent Use License management software in a separate operating system environment for temporary failover support.

e. **"Deployment License"** means a license to incorporate ArcGIS Runtime SDKs (ArcGIS Maps SDKs for Naïve Apps) components in Value-Added Applications and distribute Value-Added Applications to Customer's end users.

l. **"Named User License"** means a license assigned to a single, individual Named User that grants the right to access and use a specific Esri Offering across multiple devices or installations. The license is bound to the unique identity of the Named User(s) and enables the Named User the ability to work interactively with the Esri Offering on any compatible device(s).

m. **"Non-Production Server License"** means a Server License to install and use Software on server infrastructure (physical or virtual) solely for non-production purposes, including development, testing, staging, evaluation, and training activities. Permits use of the Software to build, configure, and validate Value-Added Applications and map caches; conduct user acceptance, performance, and load testing (including testing of third-party software); stage data and application updates; and perform training and demonstration activities, as described in the Documentation. Customer may use Value-Added Applications and map caches with Development and Deployment Server Licenses.

p. **"Server License"** means a license to install and use Software on server infrastructure (physical or virtual) to support shared access, concurrent use, automated operations, or service delivery to multiple users or systems A Server License is required whenever Software is deployed to function as a shared resource, regardless of hardware configuration. Server Licenses may be subject to a limited number of server cores or distributed deployment on multiple servers as described in the Ordering Documents or the Documentation. If the Software description includes failover use rights; each Server License includes a Failover License.

r. **"Single User License"** means a license assigned to a specific, designated device (computer) that permits the authorized end user to interactively use the Software on that device. The license is bound to the device hardware or virtual machine, not to individual users. The Software may be installed on one additional device and used by multiple authorized end users under a Single Use License, provided that only one copy is in use by only one person at any given time.

**Why:** Esri has renamed "Staging Server License" to "Non-Production Server License". The name change broadens the license use case and more accurately portrays when it can be used. Other definitions have been updated for clarification.

**Where: 2.2 License and Subscription Types.**

**Change:** Esri provides Products under one or more of the license or subscription types identified in the definitions above. The Documentation or Ordering Documents identify which license or subscription types apply to the ordered Products.

**Why**: This section has been edited for grammar and sentence structure.

**Where: 2.3 Software Terms of Use.**

**Change:**

a. Customer may:
1. Install, access, or store Software and Data on electronic storage device(s);
2. Make archival copies and routine computer backups;
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, provided that 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 licensed quantity; this concurrent use right does not apply to Software licensed for Development Use);
4. Move Software in the licensed configuration to a replacement computer; and
5. Distribute Software and any associated Authorization Codes required for use of a Deployment License to third parties.

b. Governmental or not-for-profit organizations that operate a website or offer Internet services may use server Software for revenue-generating purposes on a cost-recovery basis and not for profit.

c. Customer may customize Software using any macro or scripting language, APIs, or source or object code libraries but only to the extent that such customization is described in the Documentation.

d. Customer may use all fonts provided with Software for any authorized use of the Software. Customer may also use Esri fonts separately to print any output created by the Software. Any use restrictions for third-party fonts included with the Software are set forth in the font file itself.

e. Esri publishes Product-Specific Terms of Use at https://www.esri.com/legal/scope-of-use.

**Why:** This section has been edited for grammar and sentence structure.

**Where: 2.5 Named User Licenses.**

**Change:**

a. Named Users.

2. A Named User License may be reassigned to a different user if the original user no longer needs access to the Software or Online Services, but such reassignment can only occur once every thirty (30) days unless there is a permanent role change, extended leave, or departure from the organization.

**Why:** Edits to this section are to clarify how Named Users may be reassigned.

**Where: 2.7 Limited-Use Programs.**

**Change:**

b. Educational Programs. Customer agrees to use Products provided under an educationl program solely for educational purposes during the educational use Term. Customer shall not use Products for any Administrative Use unless Customer has acquired an Administrative Use license. **"Administrative Use"** means administrative activities that are not directly related to instruction or education, such as asset mapping, facilities management, demographic analysis, routing, campus safety, and accessibility analysis. Customer shall not use Products for revenue-generating or for-profit purposes.

**Why:** Wording has been changed to bold for easier reading.

**Where: 3.2 Permitted Uses.**

**Change:**

b. Subject to the restrictions set forth in this Agreement and provided that Customer affixes an attribution statement to the Data representations acknowledging Esri or its applicable licensor(s) as the source of the portion(s) of the Data used for the Data representation, Customer may:(i) create hard-copy or static, electronic format (e.g., PDF, GIF, JPEG, HTML) representations of Data, (including through Products), for visualization purposes only, provided such Data representations contain only map images or data summaries derived from Products, and (ii) include such Data representations in reports (e.g., presentation packages, marketing studies) to third parties.

c. Customer may not otherwise scrape, download, or store Data, except as follows:

1. Customer may take Online Services basemaps offline through Esri Content Packages and subsequently deliver (transfer) them to any device for use with licensed ArcGIS Runtime SDKs (ArcGIS Maps SDKs for Native Apps) applications and ArcGIS Desktop or ArcGIS Pro.
2. Customer may make any internal use of geocoded results that are obtained and stored in compliance with this Agreement. Customer may not redistribute geocoded results except to (i) use and/or display on a map in connection with Customer's public, non-revenue generating website(s), (ii) permit access to third-parties for the purposes of Customer's business, or (iii) deliver to third parties, on a noncommercial/non-revenue generating basis, static results, static output or static base map renderings.

**Why:** Updated language for clarity. Removed references to specific software to ensure the document remains current if product offerings are retired.

**Where: 3.3 Use Restrictions.**

**Change:**

d. *Street Data.* Customer may not use Street Data for:

1. In-vehicle systems integration (e.g. vehicle sensors, driver assistance, autonomous vehicles); or;
2. The creation of Value-Added Applications for which the primary purpose is to provide real-time routing and/or navigation to consumers.

e. *Michael Bauer Research International Boundaries Data ("MBR Data")*. Customer's right to use data downloaded to Customer's premises (e.g., MBR Data stored in ArcGIS Enterprise, ArcGIS Desktop) terminates two (2) years after download.

f. 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, allowing those systems to sense, comprehend, act and learn.

**Why:** Licensing restrictions have been updated to align with current data supplier requirements. Section E moved to FN 14 and F moved to FN 21 of the E300 because it is product specific for Business Analyst and Streetmap Premium.

**Where: 5.0 PROFESSIONAL SERVICES**

**Change**: 5.1 Definition. The following definition supplements the definitions provided in Attachment A:

**Why:** This section has been edited for grammar and sentence structure.

**Where: 5.5 Acceptance**

**Change:** c. For Time and Materials Task Order. Professional Services are provided strictly on a time and materials basis subject to the Task Order not-to-exceed funding limit. The Professional Services provided will be deemed acceptable and in compliance with the professional and technical standards of the software industry unless Customer notifies Esri within 10 days after performance. Deliverables produced under a time and materials Task Order are consulting hours only and will not be subject to acceptance testing.

**Why:** This section has been edited for grammar and sentence structure.

**Where: 5.7 Changes.**

**Change**: The parties may make changes within the general scope of a Task Order by mutual agreement. To document any agreed-to scope changes within the general scope of the Task Order that affect the cost or time required to provide a Deliverable, the parties will jointly sign a written amendment to the Task Order that includes an equitable adjustment in the price, schedule, or both.

**Why:** This section has been edited for grammar and sentence structure.

**Where: 5.8 Customer Termination for Convenience.**

**Change**: Customer may terminate any Task Order at any time upon thirty (30) days' written notice to Esri and upon payment to Esri of all amounts due to date pursuant to this Agreement, including reasonable expenses incurred as a direct result of the termination and the pro rata contract price for the Task Orders affected.

**Why:** This section has been edited for grammar and sentence structure.

**Where: 6.2 Provision of Esri Managed Cloud Services**

**Change:** c. **Compensation and Expenses.** Esri will invoice Customer for the one-time setup fee upon Task Order execution. Thereafter, Esri will invoice Customer monthly for the Esri Managed Cloud Services to be provided the following month. Customer will pay invoices within 30 days of receipt. Customer is responsible for any shipping or temporary storage costs incurred during the delivery of Customer Content to Esri or removal of Customer Content from the Esri Managed Cloud Services Environment. This paragraph does not apply to Esri Managed Cloud Services provided under the Advantage Program (see the "Advantage Program" section in this Agreement).

**Why:** This section has been edited for grammar and sentence structure.

**Where: 7.4 Customer's Responsibilities.**

**Change:** d. Provide the Esri Training Representative with a list of names and email addresses of any Students who are to attend an Esri Training Event at least three (3) business days before the scheduled start date, for compliance with the US embargoed country lists and the various US government lists of parties of concern or Specially Designated Nationals lists;

**Why:** This section has been edited for grammar and sentence structure.

**Where: 7.5 Student Registration and Training Event Change Policy**

**Change:** a. Customer will provide advance written notice to Esri Customer Service at service@esri.com to reschedule or cancel any Esri Training Event or to substitute a Student in a scheduled Esri Training Event.

**Why:** This section has been edited for grammar and sentence structure.

**Where: 7.6 Invoicing; Prepaid Fees.**

**Change**: This Section 7.6 does not apply to Training provided under the Advantage Program.

**Why:** This section has been edited for grammar and sentence structure.

**Where: 8.0 Advantage Program**

**Change:** b. **"Advantage Program"** means either the Advantage Program, as described at www.esri.com/services/eeap/components, or the Advantage Program for Partners, as described at www.esri.com/partners/bpap/components.

**Why:** This section has been edited for grammar and sentence structure.

**Where: 8.6 Activity Description for Esri Managed Cloud Services.**

**Change:** c. **Number of Anticipated Requests.** The number of requests made by an end user through a client (e.g., desktop computer, web application, mobile device) and sent to a server(s) that is set up in the Esri Managed Cloud Services Environment by Esri and performs computational tasks on behalf of the end user. An example of a common request used in a GIS is a map request. A map request is made every time a user pans, zooms, or queries a map service.

**Why:** This section has been edited for grammar and sentence structure.

**Where: Article B.1 General Use Restrictions**

Change: a. Sell, rent, lease, sublicense, distribute, lend, time-share, or act as a service bureau, or assign Services or Esri Offerings;

**Why:** Unless otherwise agreed, the software license is intended to support your organization's internal business purposes. Under the updated restriction, customers may not use the software to provide software-enabled services, data processing services, managed services, or similar commercial offerings to unaffiliated third parties where the software is being used on behalf of those third parties.

**Where: Article B.3.4 Disclaimers.**

**Change: 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 Customer the ability to configure its 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:** This section has been edited for grammar and sentence structure.

**Where: Article B.4 Limitation of Liability**

**Change: B.4.2** The limitations and exclusions of liability in the preceding paragraph do not apply to Customer's infringement, misuse, or misappropriation of Esri's or Esri's licensors' intellectual property rights; either party's indemnification obligations; gross negligence; willful misconduct; or violations of the Export Compliance clause of this Agreement.

**Why:** This section has been edited for grammar and sentence structure.

**Where: Article B.5 Indemnifications**

**Change**: **B.5.5 This section sets forth the entire obligation of Esri, its authorized distributor, and its third-party licensors regarding any Claim for which Esri must indemnify Customer.**

**Why:** This section has been edited for grammar and sentence structure.

**Where: Article 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, North Korea, Cuba, Russia, Belarus, the 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:** This section has been edited for grammar and sentence structure.

**Where: Article B.8.1 Prohibited Uses.**

**Change:** a. Creates or transmits spam, spoofing attacks, or phishing email or offensive, hate related or defamatory material; or stalks or makes threats of physical harm;

**Why:** This section has been edited for grammar and sentence structure.

**Where: B.8.3 Customer Content.**

**Change:** d. When Customer's use of Cloud Services ends, Esri at its election will either

1. Make Customer Content available to Customer for download for a period of 30 days unless Customer requests a shorter window of availability or Esri is legally prohibited from doing so; or
2. Download all Customer Content in Esri's possession to a medium of Customer's choosing and deliver such Customer Content to Customer.

**Why:** This language was added for clarification.