

# Licensing Terms of Use

## Documented Changes

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**Document Updated:** E204 – Master Agreement

**Date of Update Implementation:** August 5, 2021

**Overview:** The Master Agreement (E204), have 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:** [Section 2.0 Software and Online Services \(pg. 2\)](#)

**Change:**

2.1 Definitions.

- b. "App Login Credential(s)" means a system-generated application login and associated password, provided when registering a Value-Added Application with **ArcGIS Online Online Services**, which when embedded in a Value-Added Application allows the Value-Added Application to access and use Online Services.
- i. "Dual Use License" means the right to install Software on a desktop computer and use it simultaneously with either a personal digital assistant (PDA) or handheld mobile **computer device** as long as the Software is only used by a single individual at any time.

Why: This was updated to utilize the definition of Online Services and to provide greater consistency across the Agreement.  
The change was made from computer to device as handheld mobile can be more than just a computer.

**Where:** [Section 2.4 Online Services Terms of Use. \(pg. 4\)](#)

**Change:**

- b. **Modifications of Online Services.** Esri may change Online Services and associated APIs at any time, subject to 30 days' notice of material changes and 90 days' notice for deprecations. If any modification, discontinuation, or deprecation of Online Services causes a material, adverse impact to Customer's operations, Esri may, at its discretion, attempt to repair, correct, or provide a workaround for Online Services. If a viable solution is not commercially reasonable, Customer may cancel its subscription to Online Services, and **when applicable**, Esri will issue a prorated refund.

~~d. **Limits on Use of Online Services, Service Credits.** Each Online Services Subscription includes Service Credits as described in the applicable Ordering Document. Each Service Credit entitles Customer to consume a set amount of Online Services, the amount varying depending on the Online Services that Customer is using. As Customer consumes Online Services, Service Credits are automatically debited from Customer's subscription, up to the maximum number of Service Credits available. Customer may purchase additional Service Credits as needed. Esri will notify Customer's subscription account administrator when Customer's Service Credit consumption reaches approximately 75 percent of the Service Credits allocated to Customer through Customer's~~

~~subscription. Esri reserves the right to suspend Customer's access to Online Services that consume Service Credits when Customer has consumed all its Service Credits. Esri will promptly restore Customer's access to its Online Services once Customer has purchased additional Service Credits.~~

Why: This was moved to the Product Specific Terms of Use (E300) footnote 93 as this is a product specific term related to Online Services.

Where: Section 2.5 Named User Licenses (pg. 5)

Change:

**2.5 Named User Licenses.** Except as expressly set forth in this Agreement, the following terms apply to Software and Online Services for which Customer acquires Named User Licenses.

a. **Named Users.**

1. Named User login credentials are for designated users only and may not be shared with other individuals.
2. Customer may reassign a Named User License to another user if the former user no longer requires access to the Software or Online Services.
3. Customer may not add third parties as Named Users, other than third parties included within the definition of Named Users.

~~b. **Anonymous Users.** Anonymous Users may only access Software or Online Services through Value-Added Applications that provide access to services or Content, that has been published for shared access through the use of Sharing Tools.~~

**2.6b. Value-Added Applications.**

1. Customer is responsible for the development, operation, and technical support of Customer Content and Value-Added Applications.
2. Customer may not embed a Named User Credential into Value-Added Applications. Value-Added Applications that enable access to Customer Content that is not publicly shared through the use of Sharing Tools must require individual users to log in to the application(s) with their unique Named User login credentials.
3. Customer may embed an App Login Credential into Value-Added Applications that provide access by Anonymous Users to services or Content, that has been published for shared access by Anonymous Users through the use of Sharing Tools.
4. Customer may not embed an App Login Credential into Value-Added Applications that enables access to Customer Content that is not publicly shared through the use of Sharing Tools. Value-Added Applications that enable access to Customer Content that is not publicly shared through the use of Sharing Tools must require individual users to log in to the application(s) with their unique Named User login credentials.
5. Customer may not provide a third party, other than third parties included within the definition of Named Users, with access to Software or Online Services, other than through Customer's Value-Added Application(s).
6. Customer may transfer Value-Added Applications to any third party for use in conjunction with the third party's own Software license or Online Services Subscription.

~~e. **Anonymous Users.** Anonymous Users may only access Software or Online Services through Value-Added Applications that provide access to services or Content, that has been published for shared access through the use of Sharing Tools.~~

Why: This was moved from 2.5 c to 2.5 b and to keep the terms describing "Users" together. The Value Added Applications section was retitled as 2.6.

**Where: Section 2.6 Limited-Use Programs. (pg. 5)**

**Change:**

2.6 has been retitled to 2.7 Limited-Use Programs.

Why: This change was a result of Value Added Applications becoming new section 2.6, requiring the consecutive renumbering of Limited Use Programs to section 2.7. was made as a change of section 2.5 and 2.6.

**Where: Section 3.0 Data (pg. 6)**

**Change:**

**3.1 Definitions.**

- b. "Esri Content Package(s)" means a digital file containing ~~ArcGIS Online~~Online Services basemap Data extracted from the ~~ArcGIS Online basemap services~~Online Services.

Why: This was updated to utilize the definition of Online Services.

**Where: Section 3.2 Permitted Uses. (pg. 6)**

**Change:**

- b. ~~Customer may include representations of Data in hard-copy or static, electronic format (e.g., PDF, GIF, JPEG, HTML); in ArcGIS Web Maps; or in Esri Story Maps apps for the purposes of visualizing Data (including basic interactions such as panning, zooming, and identifying map features with simple pop-ups) for use in presentation packages, marketing studies, or other reports or documents containing map images or data summaries derived from the use of Esri Products to third parties subject to restrictions set forth in this Agreement, 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.~~
- 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:
1. Create representations of Data in hard-copy or static, electronic format (e.g., PDF, GIF, JPEG, HTML); in ArcGIS Web Maps; or in Esri Story Maps apps for the purposes of visualizing Data (including basic interactions such as panning, zooming, and identifying map features with simple pop-ups); and
  2. Use and include such representations of Data in presentation packages, marketing studies, or other reports or documents containing map images or data summaries derived from the use of Esri Products to third parties.
- c. Customer may take ~~ArcGIS Online~~Online Services basemaps offline through Esri Content Packages and subsequently deliver (transfer) them to any device for use with licensed ArcGIS Runtime applications and ArcGIS Desktop. Customer may not otherwise scrape, download, or store Data.

Why: This section restructured and broken up into paragraphs 1 and 2 to add clarity to the restrictions.

Where: Section 7.0 Training (pg. 10)

Change:

- f. "Esri Training ~~Representative Event Assistant~~" means Customer's primary Esri liaison in organizing private Esri Training Events.
- h. "Training Pass" means a nonrefundable, nontransferable block of prepaid training days with a fixed price per day ~~training price~~ throughout the Term of the Training Pass.

Why: A new name was determined to be appropriate to replace "event assistant" to "representative". Updated the definition of "Training Pass" to add clarity.

Where: Section 7.4 Customer's Responsibilities. (pg. 11)

Change:

- d. Provide the Esri Training ~~Representative Event Assistant~~ with a list of names and email addresses of any Students who are to attend an Esri Training Event at least 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;
- h. If the Esri Mobile Lab or Mobile Router is used, Customer will
  - 2. Immediately report any previously damaged Esri Mobile Lab or Mobile Router equipment to the Esri Training ~~Representative Event Assistant~~ upon receipt of the shipment; and

Why: Same as above.

Where: Article B.8 Cloud Services (pg.21)

Change:

**ARTICLE B.8—CLOUD SERVICES**

**B.8.1 Prohibited Uses.** Customer shall not provide Customer Content or otherwise access or use Cloud Services in a manner that

- a. Creates or transmits spam, spoofings, or phishing email or offensive or defamatory material; or stalks or makes threats of physical harm;
- b. Stores or transmits any Malicious Code;
- c. Violates any law or regulation;
- d. Infringes or misappropriates the rights of any third party;
- e. Probes, scans, or tests the vulnerability of Cloud Services or breach any security or authentication measures used by Cloud Services without written approval from Esri's ~~pProduct sSecurity eOfficer~~; or
- f. Benchmarks the availability, performance, or functionality of Cloud Services ~~for competitive purposes without written approval from Esri's Product Management team.~~

Why: B.8.1 (f) now prohibits benchmarking for any stated purpose and no longer provides for benchmarking upon Esri written approval. Customer shall not provide Customer Content or otherwise access or use Cloud Services in a manner that, benchmarks the availability, performance, or functionality of Cloud Services.