

Licensing Terms of Use

Documented Changes



Document Updated: E204 – Master Agreement

Date of Update Implementation: September 26, 2019

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.*

ATTACHEMENT A

Where: [2.0 SOFTWARE AND ONLINE SERVICES \(pg. 2\)](#)

Change: ~~c. "Commercial App Deployment License" means a license to distribute Value-Added Applications to third parties for a fee.~~

Why: This definition is being added because Commercial App Deployment License is being used in footnote 77 of the Products Specific Terms of Use.

Where: [2.3 Software Terms of Use \(pg. 4\)](#)

Change: ~~6. Use server Software for Commercial ASP Use only if Customer has procured a Commercial ASP Use license or is a governmental or not-for-profit organization that operates a website or offers an Internet service on a cost-recovery basis and not for profit. 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.~~

Why: Added to the Attachment B- General Use Restrictions, letter L. Esri no longer offers commercial ASP use licensing.

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

Change: ~~c. **Sharing Customer Content.** Sharing Customer Content using Sharing Tools enables third parties to use, store, cache, copy, reproduce, (re)distribute, and (re)transmit Customer Content through Online Services. Esri is not responsible for any loss, deletion, modification, or disclosure of Customer Content resulting from use or misuse of Sharing Tools or Online Services, Customer Content, ArcGIS Website, Documentation, or related materials.~~ Customer's use of Sharing Tools is at Customer's sole risk.

Why: Removed this sentence and added clarification in the warranty section (3.3 General Disclaimer). This accomplishes two things: (1) removes the overbroad statement that Esri is not responsible for any loss of Customer Content resulting from (proper) use of Sharing Tools and (2)

generalizes the disclaimer that Esri is not responsible for loss arising out of the modification of any Esri Offering (not just AGOL).

Where: 2.5 Named User Licenses. (pg. 4)

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

Why: Added language for clarification

Where: 3.2 Permitted Uses (pg. 6)

Change: ~~d. 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 (unless otherwise agreed in some other agreement)-except to (i) -use and/or display on a map in connection with Customer-s's public, non-revenue generating website(s), (ii) -permit access to third-parties for the purposes of Customer-s'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: Clarification of how customers can use the geocoded results.

Where: 3.3 Use Restrictions (pg.6)

Change: ~~g. Esri MapStudio Data. Customer may create, publicly display, and distribute maps in hard-copy or static electronic format for news-reporting purposes only.~~

Why: MapStudio is a retired product.

Where: 6.0 ESRI MANAGED CLOUD SERVICES (pg. 9)

Change: a. ~~"Esri Managed Cloud ServicesMCS Environment"~~ **"Esri Managed Cloud ServicesMCS Environment"** means the hardware, Software, Data, and network platform that Esri or its third-party supplier provides as part of Esri Managed Cloud Services ~~(EMCS).~~

Why: The change was made to avoid using alternate terminology for the same Esri Offering, referring to EMCS as the full name Esri Managed Cloud Services. ~~;~~ This change was made throughout the entire document.

Where: 8.0 ADVANTAGE PROGRAM (pg. 12)

Change: **8.1 Definitions.** The following definitions supplement the definitions provided in Attachment A:

- b. **"Advantage Program"** means either ~~the BPAP or the EEAP.~~ **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.**
- c. **"Authorized Contact"** means Customer's point of contact for the Advantage Program identified below.
- d. ~~"BPAP" means the Business Partner Advantage Program as described at www.esri.com/partners/bpap/components.~~

- e. ~~"EEAP" means the Esri Enterprise Advantage Program as described at www.esri.com/services/eeap/components.~~
- fh. **"Strategic Technical Advisor"** means an Esri consultant assigned to work with Customer to provide Professional Services ~~such as comprising~~ advising Customer on GIS strategies, facilitating annual account planning, and developing and coordinating a collaborative ~~technical~~ work plan under the Advantage Program.

Why: The program is no longer called BPAP. Removed the definition of BPAP and EEAP and added the weblinks to the definition of Advantage program.

Where: 8.2 Advantage Program Description. (pg. 12)

Change: The Advantage Program is provided on an order-by-order, annual subscription basis ~~and provides strategy and planning support in addition to a menu of items including allowing access to~~ Professional Services, Training, PSS, and ~~Esri Managed Cloud ServicesEMCS offerings that provide~~ Customer ~~with the flexibility to select the offerings that can select to~~ best meet its needs with guidance from ~~Strategic Technical~~ Advisor. The Advantage Program may change from time to time. The Advantage Program includes the following:

- a. **Strategic Technical Advisor.** Customer will receive up to the number of ~~Strategic Technical~~ Advisor hours ordered. Customer may elect to retain additional ~~Strategic Technical~~ Advisor hours for a supplemental price.
- b. **Annual Account Planning Meeting Session.** A 1-day annual ~~account~~ planning ~~and review~~ meeting is included.
- c. **Technical Work Plan.** A collaboratively developed document is designed to drive the program's implementation through definition of Customer's GIS vision, goals, and objectives.
- d. **Learning and Services Credits.** Customer will receive the number of Learning and Services Credits ordered. Customer may use the credits toward any combination of Professional Services, Training, PSS, ~~Esri Managed Cloud ServicesEMCS~~, or related travel expenses. Customer may order, for an additional price, additional Learning and Services Credits. Learning and Services Credits may be exchanged as described at the ~~applicable Advantage Program BPAP or EEAP~~ website. Esri will provide a monthly report outlining usage of Learning and Services Credits to date to the Authorized Contact.
- e. ~~Quarterly Technology Webcasts.~~ Esri will provide an email invitation to the Authorized Contact for ~~a quarterly~~ webcasts presenting business and technical information related to enterprise GIS.
- f. **No Project Services.** The Advantage Program is not designed for Esri to provide project-specific Professional Services such as custom application or database development for solutions or applications. Esri will not provide these types of Professional Services under the Advantage Program and does not warrant that Deliverables provided under an Advantage Program will comply with Specifications.

Why: Clarification to the Advantage program and renaming terms with in the program.

Where: Attachment A Glossary of Terms (pg. 15)

Change: ~~"Commercial ASP Use" means use as a commercial application service provider, that is, to generate revenue by providing access to Software or Online Services through a Value-Added Application, for example, by charging a subscription fee, service fee, or any other form of transaction fee or by generating more than incidental advertising revenue.~~

Why: Removed the definition because Esri is no longer offering this use of this license.

ATTACHMENT B

Where: Attachment B General Terms and Conditions (pg. 17)

Change: ARTICLE B.1—GENERAL USE RESTRICTIONS

Why: Adding the letter B in front of all Articles in this attachment so it can be easily identified and distinguished from Section numbering in the body of the Agreement.

Where: B.1 General Use Restrictions (pg.17)

Change: I.- Generate revenue by providing access to Software or Online Services through a Value-Added Application.

Why: This restriction was added after taking out #6 in section 2.3(a) - terms of ASP use.

Where: ARTICLE B.3—LIMITED WARRANTIES AND DISCLAIMERS (pg. 18)

Change: **B.3.3 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 Specification 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. 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: This sentence was added for clarification since language was removed from Online Service Terms of Use in Attachment A, 2.4C.

Where: ARTICLE B.8—CLOUD SERVICES (pg. 21)

Change: **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 sSpams, spoofings, or phishinges email; transmits junk email or offensive or defamatory

Why: This sentence was restructured for syntax correction.