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(E300 04/11/2016)

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<tr>
<td>• ArcPad (12; 13; Addendum 2, Note 1; Addendum 2, Note 2)</td>
<td>• ArcGIS Web Mapping (including ArcGIS API for JavaScript/HTML5, ArcGIS API for Flex, ArcGIS API for Microsoft Silverlight) (15; 16; 64; 66; Addendum 2, Note 1)</td>
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<tr>
<td>• ArcReader (20; Addendum 2, Note 1)</td>
<td>• Esri Business Analyst Server Developer (Addendum 2, Note 1; Addendum 2, Note 4)</td>
</tr>
<tr>
<td>• Esri Business Analyst (Addendum 2, Note 1; Addendum 2,</td>
<td>• Esri Developer Network (EDN) Software and Data (24; 26; Addendum 2, Note 6)</td>
</tr>
<tr>
<td>Note 4)</td>
<td>• Esri File Geodatabase API (47)</td>
</tr>
<tr>
<td>• ArcGIS for Windows Mobile (15; 54; Addendum 2, Note 1)</td>
<td></td>
</tr>
<tr>
<td>• ArcGIS for iOS; ArcGIS for Windows Phone; ArcGIS for</td>
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<tr>
<td>Android (Addendum 2, Note 1)</td>
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</tr>
<tr>
<td>• ArcGIS for Personal Use (3; Addendum 2, Note 1)</td>
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Server Products

<table>
<thead>
<tr>
<th>• ArcGIS for Server</th>
<th>Bundled Products</th>
</tr>
</thead>
<tbody>
<tr>
<td>• Workgroup (28; 29; 30; 32; 38; 39; Addendum 2, Note 1;</td>
<td>• ArcGIS for Transportation Analytics (1; Addendum 2,</td>
</tr>
<tr>
<td>Addendum 2, Note 6)</td>
<td>Note 1; Addendum 2, Note 2; Addendum 2, Note 11)</td>
</tr>
<tr>
<td>• Enterprise (31; 38; 39; Addendum 2, Note 1; Addendum 2,</td>
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<tr>
<td>Note 6)</td>
<td></td>
</tr>
<tr>
<td>• with Virtual Cloud Infrastructure (10; Addendum 3—Common Terms)</td>
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</table>

Server Products

<table>
<thead>
<tr>
<th>• ArcGIS for Server</th>
<th>Other</th>
</tr>
</thead>
<tbody>
<tr>
<td>• ArcGIS for Server</td>
<td>• Navigator for ArcGIS (14)</td>
</tr>
<tr>
<td>• Workgroup (28; 29; 30; 31; 39; Addendum 2, Note 1; Addendum 2, Note 4)</td>
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<td></td>
</tr>
<tr>
<td>Note 4)</td>
<td></td>
</tr>
<tr>
<td>• Portal for ArcGIS (21; 31; Addendum 2, Note 1)</td>
<td></td>
</tr>
<tr>
<td>• Esri Tracking Server (31)</td>
<td></td>
</tr>
</tbody>
</table>

Developer Tools

| • AppStudio for ArcGIS Standard (11, 16, 19)             |                                                            |
| • ArcGIS Runtime SDK for Android, iOS, Java, Mac OS X, Microsoft .NET Framework (Windows [desktop], Windows Phone, Windows Store), Qt, or WPF (16; 19; Addendum 2, Note 1) |                                                            |
| • ArcGIS Runtime Standard Level for Android, iOS, Java, Mac OS X, Microsoft .NET Framework (Windows [desktop], Windows Phone, Windows Store), Qt, or WPF (15; 18; Addendum 2, Note 1) |                                                            |
| • ArcGIS Engine Developer Kit and Extensions (16, 19; 22, 26) |                                                            |
| • ArcGIS Engine for Windows/Linux and Extensions (15; 22; 26; Addendum 2, Note 1; Addendum 2, Note 6) |                                                            |
| • ArcGIS Web Mapping (including ArcGIS API for JavaScript/HTML5, ArcGIS API for Flex, ArcGIS API for Microsoft Silverlight) (15; 16; 64; 66; Addendum 2, Note 1) |                                                            |
| • Esri Business Analyst Server Developer (Addendum 2, Note 1; Addendum 2, Note 4) |                                                            |
| • Esri Developer Network (EDN) Software and Data (24; 26; Addendum 2, Note 6) |                                                            |
| • Esri File Geodatabase API (47)                          |                                                            |

Bundled Products

| • ArcGIS for Transportation Analytics (1; Addendum 2, Note 1; Addendum 2, Note 2; Addendum 2, Note 11) |                                                            |

Other

| • Navigator for ArcGIS (14)                                |                                                            |

Notes:

• If you do not license any of the Products in the table above, these additional terms of use do not apply to you.
• Additional terms of use for Products ONLY APPLY to the Products that reference them by number in the table above.
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28. Use is limited to ten (10) concurrent end users of applications other than ArcGIS for Server applications. This restriction includes use of ArcGIS for Desktop Software, ArcGIS Engine Software, and third-party applications that connect directly to any ArcGIS for Server geodatabase. There are no limitations on the number of connections from web applications.

29. Software can only be used with a supported version of SQL Server Express. Supported versions are listed with the system requirements for the product on the Esri website.

30. Use is restricted to a maximum of ten (10) gigabytes of Licensee’s data.

31. Licensee may have redundant Esri Server Software installation(s) for failover operations, but the redundant Software can only be operational during the period the primary site is nonoperational. The redundant Software installation(s) shall remain dormant, except for system maintenance and updating of databases, while the primary site or any other redundant site is operational.

32. Redundant Software installation for failover operations is not permitted.

33–37. Reserved.

38. The ArcGIS 3D Analyst for Server extension included with ArcGIS for Server Standard (Workgroup or Enterprise) may be used only for generating globe data cache(s) or publishing a globe document as an ArcGIS Globe Service. No other use of the ArcGIS 3D Analyst for Server extension Software is permitted with ArcGIS for Server Standard.

39. Any editing functionality included with ArcGIS for Server is not permitted for use with ArcGIS for Server Basic (Workgroup or Enterprise).

40–46. Reserved.

47. Licensee may develop and distribute Value-Added Applications that use Esri File Geodatabase API to Licensee's end users.

48–53. Reserved.

54. ArcGIS for Windows Mobile Deployments are licensed for use with ArcGIS for Server Enterprise (Advanced or Standard), ArcGIS for Server Workgroup (Advanced), ArcGIS for Desktop (Advanced, Standard, Basic), and ArcGIS Engine Value-Added Applications.

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64. Value-Added Application(s) for web deployment must be used in conjunction with other Esri Product(s). Third-party technologies may also be used in conjunction with Value-Added Application(s) as long as the Value-Added Application(s) is always used in conjunction with other Esri Product(s).

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| ▪ ArcGIS Online Data (1)          | ▪ Business Analyst Data (4, 10) |
| ▪ StreetMap Premium for ArcGIS (2) | ▪ Demographic, Consumer, and Business Data ("Esri Data") (5, 10) |
| ▪ StreetMap for Windows Mobile (2) | ▪ Data and Maps for ArcGIS (6) |
| ▪ StreetMap for ArcPad (2)        | ▪ Esri MapStudio Data (9) |
| ▪ StreetMap Premium for ArcGIS for Transportation Analytics (2; Addendum 1, Note 1) | ▪ World Geocoder for ArcGIS Basic (7) |
| ▪ HERE Traffic Data (11; Addendum 1, Note 1) |
| ▪ Data Appliance for ArcGIS (3)   |

Notes:

- If you do not license any of the Products in the table above, these additional terms of use do not apply to you.
- Additional terms of use for Products ONLY APPLY to the Products that reference them, by number, in the table above.

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1. **ArcGIS Online Data:** Software and Online Services that reference this note enable access to ArcGIS Online Data. ArcGIS Online Data is provided for use solely in conjunction with Licensee's authorized use of Esri Software and Online Services. Use of ArcGIS Online Data that is accessible through non-fee-based ArcGIS Online accounts may be subject to usage limits.

   **Basemap Data and Geocode Search Transactions:**

   a. Licensee may take basemap data offline through Esri content packages and subsequently delivered (transferred) to any device for use exclusively with licensed ArcGIS Runtime apps, ArcGIS for Desktop, and ArcGIS API for Flex apps.

   b. Basemap data is subject to an aggregate limit of fifty million (50,000,000) transactions during any twelve (12)-month period. Transactions include both basemap data and geocode search transactions. One basemap data transaction is equivalent to eight 256x256 tile requests. One geocode search transaction is equivalent to one address
or place. If the results are stored in any manner such as after batch geocoding, the stored results are not counted towards the transaction limit. However, storage does consume service credits.

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b. Tele Atlas/TomTom data is subject to the terms of use at http://www.esri.com/~media/Files/Pdfs/legal/pdfs/j9792-teleatlas_use_data.pdf.

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b. Tele Atlas/TomTom data is subject to the terms of use at http://www.esri.com/~media/Files/Pdfs/legal/pdfs/j9792-teleatlas_use_data.pdf.

3. Data Appliance for ArcGIS: Data provided with Data Appliance is subject to the following additional terms of use:

a. HERE data is subject to the terms of use at http://www.esri.com/supplierterms-HERE.

b. Tele Atlas/TomTom data is subject to the terms of use at http://www.esri.com/~media/Files/Pdfs/legal/pdfs/j9792-teleatlas_use_data.pdf.

c. Data from i-cubed is subject to the terms of use at http://www.esri.com/~media/Files/Pdfs/legal/pdfs/j9946-icubed.pdf.

d. BODC bathymetry data is subject to the terms of use found at http://www.esri.com/terms-of-use-bodc.

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f. MBR Data: Users are prohibited from (i) using MBR Data, including, without limitation, European demographic data, consumer demand data, and postal and geographic boundaries, for the purpose of compiling, enhancing, verifying, supplementing, adding to, or deleting from any database or other compilation of information that is sold, rented, published, furnished, or in any manner provided to a third party or (ii) modifying, or otherwise altering MBR Data without MBR's prior written consent, such consent to be granted or withheld at MBR's sole discretion.

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   b. StreetMap Data may be used for mapping, geocoding, and routing purposes but is not licensed for dynamic routing purposes. For instance, StreetMap USA may not be used to alert a user about upcoming maneuvers (such as warning of an upcoming turn) or to calculate an alternate route if a turn is missed.

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10. Licensee may include Data in hard-copy or read-only format ("Outputs") in presentation packages, marketing studies, or other reports or documents prepared for third parties. Licensee shall not resell or otherwise externally distribute Outputs in stand-alone form.

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ADDENDUM 3
ONLINE SERVICES ADDENDUM
(E300-3)

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ARTICLE 6—ONLINE CONTENT; THIRD-PARTY CONTENT AND WEBSITES

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Notes:

- If you do not license any of the Products in the table above, these additional terms of use do not apply to you.
- Additional terms of use for Products ONLY APPLY to the Products that reference them by number in the table above.

Additional Terms of Use for Products listed above:

1. In addition to the common terms of use of Online Services:
   a. Licensee may use Licensee's Esri Online Services account to build a Value-Added Application(s) for Licensee's internal use.
   b. Licensee may also provide access to Licensee's Value-Added Application(s) to third parties, subject to the following terms:
      i. Licensee may allow Anonymous Users to access Licensee's Value-Added Application(s).
      ii. Licensee shall not add third parties as Named Users to Licensee's ArcGIS Online account for the purpose of allowing third parties to access Licensee's Value-Added Application(s). This restriction does not apply to third parties included within the definition of Named Users.
      iii. Licensee shall not provide a third party with access to ArcGIS Online Services enabled through Licensee's ArcGIS Online account other than through Licensee's Value-Added Application(s). This restriction does not apply to third parties included within the definition of Named Users.
      iv. Licensee is responsible for any fees accrued through the use of Licensee's ArcGIS Online account by third parties accessing Licensee's Value-Added Application(s). This includes Service Credits required to support third-party Online Services usage and any additional subscription fees for Online Services as required.
      v. Licensee is solely responsible for providing technical support for Licensee's Value-Added Application(s).
      vi. Licensee will restrict third-party use of Online Services as required by the terms of this Agreement.
      vii. Licensee may not embed a Named User credential into a Value-Added Application. For ArcGIS Online for Organizations, Education, and Nongovernmental Organization/Nonprofit Organization (NGO/NPO) Plan accounts, an App Login Credential may only be embedded into Value-Added Applications that are used to provide public, anonymous access to ArcGIS Online. Licensee may not embed or use ArcGIS Online App Login Credentials in Value-Added Applications for internal use. Value-Added Applications used internally require Named User login credentials.
   c. For ArcGIS Online ELA, ArcGIS Online for Organizations, and paid Developer Plan accounts:
      i. Licensee is also permitted to
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(b) Licensee is not obligated to provide technical support for the third party’s general use of its ArcGIS Online account not related to Licensee's Value-Added Application(s).
(c) Licensee is not responsible for any fees accrued through the third party’s use of Licensee's Value-Added Application(s) that have been transferred to or implemented on the third party’s ArcGIS Online account.
(d) Licensee is not permitted to invite licensees of an ArcGIS Online Public Plan to participate in private groups. This restriction also applies to licensees of Education Plan accounts and NGO/NPO Plan accounts.

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i. Public Plan accounts are licensed for the personal use of an individual. Any use of Public Plan accounts by an individual for the benefit of a for-profit business or a government agency is prohibited.

• This restriction does not apply to educational institutions when used for teaching purposes only, qualified NGO/NPO organizations, and press or media organizations. Individuals affiliated with these specific types of organization are permitted to use ArcGIS Online Public Plan accounts for the benefit of their affiliated organization(s).

ii. Public Plan account Licensees are not permitted to create private groups or participate in any private group created by licensees of ArcGIS Online for Organizations, Education, NGO/NPO, or ELA Plans.

f. For ArcGIS Online Development and Testing Plan accounts:

i. Subject to the terms of this License Agreement, Licensee is permitted to

(1) Allow third parties to access Licensee's Value-Added Application(s) powered by their Development and Testing Plan account, but only if the Value-Added Application(s) is published for public access and is not used for the benefit of a for-profit business or government agency.

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h. Licensee is not permitted to be the licensee of an ArcGIS Online account for or on behalf of a third party.

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(E300-4)

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Notes

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