

# Licensing Terms of Use

## Documented Changes

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**Document Updated:** E204 – Master Agreement

**Date of Update Implementation:** October 25, 2017

**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 with contextual, clarification, grammar, or terms & Conditions changes, which will impact future version use.

### **Signature Page:**

*What: Signature page (pg. 1)*

**Change:** This Agreement is the sole and entire agreement of the parties as to the subject matter of this Agreement and supersedes any previous agreements, understandings, and arrangements relating to such subject matter. Neither party has relied on any statement, representation, or warranty not expressly stated in this Agreement. The Agreement comprises this signature page, the terms and conditions that begin on the following page, and all referenced attachments ~~and addendums.~~ Additional or conflicting terms in any Ordering Documents exchanged during the ordering process, other than the terms of this Agreement, Product or Service descriptions, quantities, pricing, and delivery instructions are void and of no effect. Any modification(s) or amendment(s) to this Agreement must be in writing and signed by both parties.

**Why:** To simplify the contract process. Facilitate communication with product specific changes overtime being able to point to the weblink with ever changing products.

### **General Changes:**

## **1.0 GENERAL GRANT OF RIGHTS AND RESTRICTIONS**

*What: Section 1.1 Grant of Rights. (pg.2)*

### **Change: 1.1 Grant of Rights.**

- a. Provides Services ~~and as set forth in this Agreement;~~
- a.b. grants to Customer a ~~personal,~~ nonexclusive, nontransferable right ~~to and license or subscription to~~ access and use the Esri Offerings as set forth in the Specifications and applicable Ordering Documents; and
- c. Authorizes Customer to copy and make derivative works of the Documentation for Customer's own internal use in conjunction with Customer's authorized use of Deliverables or Esri Offerings. Customer will include the following copyright attribution notice acknowledging the proprietary rights of Esri and its licensors in any derivative work:

**Why:** Removed the term “personal” to avoid confusion within companies on having one person to use the license. The other changes are for clarification.

What: Section 2.2 Permitted Uses (pg. 3)

Change: d. ~~Addendum 1 provides~~ Esri publishes Product-specific ~~Software~~ terms of use ~~for individual Software. Esri may issue updates to Addendum 1 from time to time at~~ <http://www.esri.com/~media/Files/Pdfs/legal/pdfs/e300.pdf>

Why: To simplify the contract process. Facilitate communication with product specific changes overtime being able to point to the weblink with ever changing products.

What: Section 3.0 Online Services (pg. 4)

Change: Section 3.2 **Subscription to Online Services- Descriptions.** Esri ~~provides~~ publishes Online Services ~~subscriptions under the following terms. Addendum 1 also provides Product subscription-specific terms of use for individual Online Services at~~ <http://www.esri.com/~media/Files/Pdfs/legal/pdfs/e300.pdf>

Why: To simplify the contract process. Facilitate communication with product specific changes overtime being able to point to the weblink with ever changing products.

What: Section 3.0 Online Services (pg. 4)

Change: Section 3.3 Access to Value-Added Applications

- a. Named Users have unique, individual login credentials. Named Users have private access to features of Online Services that are not publicly accessible to Anonymous Users.
- ~~b. Unless otherwise noted in Addendum 1, b. Customer may use its Online Services subscription to build a Value-Added Application(s) for internal use by Named Users in accordance with the published Online Services descriptions.~~
- c. Customer may transfer Value-Added Applications to any third party for use in conjunction with the third party's own Online Services subscription.
- d. Customer may not add third parties as Named Users to Customer's Online Services subscription ~~for the purpose of allowing third parties to access Customer's Value-Added Applications.~~ This restriction does not apply to third parties included within the definition of Named Users.
- e. Customer may not provide a third party with access to ArcGIS Online ~~services~~ Services enabled through Customer's ArcGIS Online subscription other than through Customer's Value-Added Applications. This restriction does not apply to third parties included within the definition of Named Users.

Why: Clarification, as there is already language regarding third party use in Section 3.3, Access to Value-Added Applications.

What: Section 3.0 Online Services (pg. 5)

Change: Section 3.4 Customer's Responsibilities

- a. Customer is solely responsible for the development and operation of Customer Content and Value-Added Applications and for its Named Users' compliance with this Agreement. Customer and its Named Users or Anonymous Users (if applicable) are the only persons authorized to access Online Services through Customer's subscription. Named Users' login credentials are for designated Named Users only and may not be shared with other individuals. Customer may ~~assign former~~ reassign a Named Users' login credentials to new Named Users User License if the former ~~users~~ Named User no longer ~~require~~ requires access to Online Services.

Why: Clarification

What: Section 4.0 Data (pg. 6)

Change: Section 4.2 Permitted Uses

d. Esri does not acquire any rights in Customer ~~data~~Content under this Agreement.

Why: Added to go along with updated definitions.

What: Section 4.3 Use Restrictions (pg. 6)

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

Why: This was added due to the new license agreement with Michael Bauer Research.

## **ATTACHMENT A** **GLOSSARY OF TERMS**

What: Attachment A Glossary of Terms (pg. 16)

Change: "**Affiliate**" means any entity that directly or indirectly (i) Controls; (ii) is Controlled by; or (iii) is under common Control with a party; where "Control" means having more than 50 percent of the voting stock or other voting interest in the Controlled entity. ~~Esri's distributors are not Affiliates.~~

Why: This was moved to section 9.9

"**Beta**" means any alpha, beta, or other prerelease version of a Product.

"**Documentation**" means all user reference documentation that Esri provides with a Deliverable or an Esri Offering.

Why: Clarification of the definitions.

## **ATTACHMENT B** **GENERAL TERMS AND CONDITIONS**

What: Article 2- Term and Termination (pg. 18)

Change: ~~This Agreement is effective upon acceptance.~~ Customer may terminate this Agreement or any Esri Offerings license or subscription at any time upon written notice to Esri. Termination without cause does not entitle Customer to receive any refund of fees paid. Any right to terminate pending Services engagements for convenience is set forth in the applicable section in the body of this Agreement. Either party may terminate this Agreement or any license or subscription for a material breach that is not cured within 30 days of written notice to the breaching party. Upon any termination of this Agreement for

breach, Esri will stop providing Services. Any licenses in Esri Offerings that survive termination of this Agreement continue under the terms of this Agreement.

Why: Deletion due to unnecessary language. Effective when both parties have signed.

What: Article 3 Limited Warranties and Disclaimers (pg. 19)

Change: Section 3.1 Limited Warranties. Except as disclaimed below, Esri warrants to Customer that (i) Esri Offerings will substantially comply with the applicable Specifications and (ii) Services will substantially conform to the professional and technical standards of the industry. The warranty period for Esri Offerings and Services offered under a Perpetual License runs for 90 days from the date of delivery, or from the date of acceptance if this Agreement provides an acceptance period. The warranty period for Esri Offerings and Services offered under a subscription or term license basis runs for the lesser of the duration of the subscription or term or 90 days from delivery or acceptance.

Why: Change in policy to clarify this section.

What: Article 5- Indemnifications

Change: 5.3 General Indemnity. Esri will defend and hold all Indemnitees harmless from, and indemnify any Loss arising out of, any Claim for bodily injury, death, or tangible or real property damage ~~(excluding databases not covered under a reasonable backup program)~~ brought against any of the indemnified parties to the extent arising from any negligent act or omission or willful misconduct by Esri or its directors, officers, employees, or agents performing Services while on Customer's site.

Why: Clarification

What: Article 9 General Provisions (pg. 22)

Change: **9.9 Successor and Assigns.** 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 Services under the terms of this Agreement; in such cases, the Ordering Documents will identify the Affiliate as the party that provides the Services. Esri's distributors are not Affiliates of Esri.

Why: Moved from the definition in Attachment A and added to this section as it is relevant to the language.

## **Addendum 1** **Product-Specific Terms of Use**

*What: Addendum 1 Product-Specific Terms of Use (pg. 1-3)*

Change: Addendum 1(E300) is now a weblink can be found in Section 2.2 Permitted Uses (pg 3)

### **SOFTWARE**

The following list identifies additional terms of use that apply to specific Software. Each Product listing identifies one or more footnotes that apply to that Product. These footnotes supplement the terms of this Agreement. The definitions for each footnote follow the list. Unless otherwise noted in the applicable Ordering Document, extensions to Software follow the same scope of use as that granted for the corresponding Software.

#### **Desktop Products**

- ~~ArcGIS Desktop (Advanced, Standard, or Basic) (26)~~
- ~~ArcGIS Earth (65)~~
- ~~ArcGIS Explorer Desktop (20)~~
- ~~ArcGIS for AutoCAD (20)~~
- ~~ArcPad (13)~~
- ~~ArcReader (20)~~
- ~~ArcGIS for Windows Mobile (15; 54)~~
- ~~ArcGIS for Personal Use (3, 26)~~

#### **Server Products**

- ~~ArcGIS Enterprise~~
  - ~~Basic (17)~~
  - ~~Standard or Advanced (17; 21; 31)~~
  - ~~Workgroup Standard or Advanced (21; 28; 29; 30)~~
  - ~~ArcGIS GIS Server (Standard or Advanced) (31)~~
  - ~~ArcGIS GIS Server Basic (39)~~
  - ~~ArcGIS GIS Server Workgroup (Standard or Advanced) (28; 29; 30)~~
  - ~~ArcGIS GIS Server Workgroup Basic (39)~~
  - ~~ArcGIS GIS Server Extension~~
  - ~~ArcGIS for Maritime: Server (2)~~
  - ~~ArcGIS Image Server, ArcGIS GeoEvent Server, ArcGIS GeoAnalytics Server (4)~~
- ~~Esri Business Analyst for Server~~
  - ~~Workgroup (28; 29; 30; 31; 39)~~
  - ~~Enterprise (31; 39)~~
- ~~World Geocoder for ArcGIS (67)~~

#### **Developer Tools**

- ~~AppStudio for ArcGIS Standard (11, 16, 19)~~
- ~~ArcGIS Runtime SDK for Android, iOS, Java, macOS, .NET, Windows Phone), Qt, or WPF (16; 19)~~
- ~~ArcGIS Runtime Basic Level for Android, iOS, Java, Mac OS X, Microsoft .NET Framework (Windows [desktop], Windows Phone, Windows Store), Qt, or WPF (1)~~
- ~~ArcGIS Runtime Basic, Standard, Advanced Levels and the Analysis Extension for Android, iOS, Java, Mac OS X, Microsoft .NET Framework (Windows [desktop], Windows Phone, Windows Store), Qt, or WPF (15; 18)~~
- ~~ArcGIS Engine Developer Kit and Extensions (16, 19; 22, 26)~~
- ~~ArcGIS Engine for Windows/Linux and Extensions (15; 22; 26)~~
- ~~ArcGIS Web Mapping (including ArcGIS API for JavaScript/HTML5, ArcGIS API for Flex, ArcGIS API for Microsoft Silverlight) (15; 16; 64; 66)~~
- ~~ArcGIS Developer Subscription (24; 26)~~

- ~~Esri File Geodatabase API (47)~~

## **Mobile**

- ~~Navigator for ArcGIS (14)~~

### Footnotes:

- ~~1. May not be used to edit an enterprise geodatabase via Direct Connect.~~
- ~~2. Not for use in navigation.~~
- ~~3. Licensed for personal use only.~~
- ~~4. When used with ArcGIS Enterprise Workgroup  
—— Limited to 1 four-core server.  
—— Can be installed on a separate machine.~~
- ~~5-10. Reserved.~~
- ~~11. Applications built with AppStudio for ArcGIS Standard are subject to the terms of use for ArcGIS Runtime Standard Level.~~
- ~~12. Reserved.~~
- ~~13. Licensed as a Dual Use License.~~
- ~~14. May be used for navigational purposes.~~
- ~~15. Licensed as a Deployment License.~~
- ~~16. Customer may use the SDKs or APIs to create Value Added Applications and distribute and license those Value Added Applications to its end users to use anywhere not prohibited under export regulation.~~
- ~~17. Customer shall not redistribute Oracle JDBC Driver or its documentation that is included with this Product. Oracle is a third-party beneficiary of this Agreement.~~
- ~~18. The Deployment License is per Value Added Application per computer for stand-alone applications.~~
- ~~19. License may not be used to develop Internet or server-based Value Added Applications.~~
- ~~20. Licensed as a Redistribution License.~~
- ~~21. Customer may build Value Added Applications for use by Customer's Named Users. Customer may not (i) embed Named User Credentials in Value Added Applications or (ii) embed or use App Login Credentials in Value Added Applications. Customer may permit (a) public access to Value Added Applications without credentials or (b) access using unique, individual Named User login credentials.~~
- ~~22. a. An end user must acquire a license in either ArcGIS Engine for Windows/Linux Software or other ArcGIS Desktop Software (Basic, Standard, or Advanced) to obtain the right to run an ArcGIS Engine application on 1 computer; and  
—— b. The ArcGIS Engine for Windows/Linux extensions shall not be used in combination with ArcGIS Desktop Software to run ArcGIS Engine Value Added Applications. A single user can have multiple ArcGIS Engine Value Added Applications installed on 1 computer for use only by that end user.~~
- ~~23. Reserved.~~
- ~~24. Software may be used only for the purposes of development, testing, and demonstration of a prototype Value Added Application and creating map caches. Customer may use Value Added Applications and map caches with ArcGIS Enterprise Staging Server Licenses and Deployment Server Licenses. Software and Data may be installed on multiple computers for use by any ArcGIS Developer Subscribers with Builder or higher plan subscriptions; all other Software is licensed as a Single Use License.~~
- ~~25. Reserved.~~
- ~~26. The geodatabase is restricted to 10 gigabytes of Customer's data.~~
- ~~27. Reserved.~~
- ~~28. Use is limited to 10 concurrent end users of applications other than ArcGIS Enterprise Workgroup or ArcGIS GIS Server Workgroup applications. This restriction includes use of ArcGIS Desktop Software, ArcGIS Engine Software, and third-party applications that connect directly to any ArcGIS Enterprise Workgroup or ArcGIS GIS Server Workgroup geodatabase. There are no limitations on the number of connections from web applications.~~
- ~~29. Software requires 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 10 gigabytes of Customer's data.~~
- ~~31. Includes a Failover License.~~
- ~~32. Reserved.~~
- ~~33-38. Reserved.~~

- ~~39. Any editing functionality included with ArcGIS GIS Server is not permitted for use with ArcGIS GIS Server Basic and ArcGIS GIS Server Workgroup Basic.~~
- ~~40-46. Reserved.~~
- ~~47. Customer may develop and distribute Value Added Applications that use Esri File Geodatabase API to Customer's end users.~~
- ~~48-53. Reserved.~~
- ~~54. ArcGIS for Windows Mobile deployments are licensed for use with ArcGIS Enterprise (Advanced or Standard), ArcGIS Enterprise Workgroup (Advanced), ArcGIS Desktop (Advanced, Standard, Basic), and ArcGIS Engine Value Added Applications.~~
- ~~55-63. Reserved.~~
- ~~64. Value Added Applications for web deployment must be used in conjunction with other Esri Products. Third party technologies may also be used in conjunction with Value Added Applications as long as the Value Added Applications are always used in conjunction with other Esri Product(s).~~
- ~~65. May only be used in conjunction with other Esri Product(s). Third party technologies may also be used in conjunction with ArcGIS Earth as long as ArcGIS Earth is always used in conjunction with other Esri Products.~~
- ~~66. For desktop applications, each license is per organization. For the purposes of this license, *organization* is equivalent to a principal registered unique domain identifier. *Domain* is the Internet domain name registered with a domain name registrar. For instance, in example.com, example.com is the registered unique domain identifier. Similarly, in example.com.xx, where xx is a registered country code, example.com.xx is the registered unique domain identifier. Desktop applications can be used by any employee of the organization with the principal registered unique domain identifier. There is no limit to the number of applications that can be built and deployed within an organization.~~
- ~~67. Limited to 250,000,000 geocodes per annual subscription.~~

## ONLINE SERVICES

The following list identifies additional terms of use that apply to specific Online Services. Each Product listing identifies one or more footnotes that apply to that Product. The definitions for each footnote follow the list. Unless otherwise noted in the applicable Ordering Document, extensions to Software follow the same scope of use as that granted for the corresponding Software.

- ~~ArcGIS Online developer deployment subscriptions are available through multiple selling programs:
 
  - Commercial Retail, enterprise agreements, and Government Programs ——
  - + Free Subscription (1; 9; 10; 13; 16)
  - + Paid Subscription (1; 9; 10; 11; 13)
    - Education Programs (Free or Paid Subscriptions) (1; 3; 4; 5; 6; 9; 10; 13; 16)
    - NGO/NPO, Press/Media Programs (Free or Paid Subscription) (1; 3; 4; 5; 6; 9; 10; 13; 16)~~
- ~~ArcGIS Online subscriptions are available through multiple Selling Programs:
 
  - Commercial Retail, EAs; and Government Programs (1; 2; 3; 11; 12; 14; 17)
  - Education Programs (1; 2; 14; 16; 17)
  - Non-profit Programs (1; 2; 14; 16; 17)~~
- ~~Public Plan
 
  - Commercial Retail; enterprise agreements; Government; NGO/NPO; Press/Media Programs (1; 4; 5; 6; 7; 9; 10; 15; 16)
  - Education Programs (1; 4; 5; 6; 7; 9; 10; 15; 16)~~

### Footnotes:

- ~~1. Customer may not store the geocoded results generated by World Geocoding Service without an ArcGIS Online subscription. Customer may use the data accessible through Infographics Service for display purposes only and may not save any data accessible through this service.~~
- ~~2. May be used for any business purpose of Customer's organization.~~
- ~~3. May be used for development and test purposes for Customer's organization.~~
- ~~4. May be used for teaching purposes in educational organizations.~~
- ~~5. May be used for the benefit of Customer's qualified NGO/NPO organization.~~
- ~~6. May be used for the benefit of press or media organizations.~~
- ~~7. May be used for personal use.~~

- ~~8. Reserved~~
- ~~9. Customer may enable third-party use of Value Added Applications only by publicly sharing using Sharing Tools. Customer may not use this subscription to power a Value Added Application for its own business use unless Customer is an educational institution using the Value Added Application for teaching purposes only, a qualified NGO/NPO organization, or a media or press organization.~~
- ~~10. Customer is not permitted to create private groups or participate in any private groups.~~
- ~~11. Customer may make Value Added Applications available to third parties for a fee.~~
- ~~12. Customer may use this subscription to create or participate in private groups.~~
- ~~13. Each subscription is limited to 1,000,000 geosearch transactions per month in conjunction with Customer's subscription. Transactions include both basemap data and geocode search transactions. 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 toward the transaction limit. However, storage does consume Service Credits.~~
- ~~14. Each subscription is limited to 50,000,000 geosearch transactions in any 12-month period. 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 toward the transaction limit. However, storage does consume Service Credits.~~
- ~~15. May permit registered students of an education institution to directly access the Online Services and share a single subscription between more than 1 registered student for teaching purposes only.~~
- ~~16. Customer may not make Value Added Applications available to third parties for a fee.~~
- ~~17. A Named User may embed its Named User Credential in an ArcGIS API for Python script solely for the purpose of automating a workflow to be used exclusively by the Named User whose Named User Credential is embedded in the script.~~

Why: To simplify the contract process. Facilitate communication with product specific changes overtime being able to point to the weblink with ever changing products.