# **Product-Specific Terms of Use**



The following list identifies additional terms of use that apply to specific Products. 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 a Product follow the same scope of use as that granted for the corresponding Product. In addition to the definitions within the Master Agreement, the following definitions will apply to the Product-Specific Terms of Use:

"Authentication" means using any Esri provided mechanism that enables access to ArcGIS Platform location services. See Security and Authentication documentation (https://developers.arcgis.com/documentation/mappingapis-and-services/security/) for current list of Authentication mechanisms).

## **Desktop Products**

- ArcGIS Desktop (Advanced, Standard, or Basic) (26)
- ArcGIS Earth (20; 65)
- ArcGIS Explorer Desktop (20)
- ArcGIS for AutoCAD (20)
- ArcPad (13)
- ArcReader (20)
- ArcGIS for Personal Use (3; 26)
- ArcGIS CityEngine (78)

## Server Products

- ArcGIS Enterprise
  - Standard or Advanced (17; 21; 23; 31; 87)
  - Workgroup Standard or Advanced (21; 23; 26; 28; 29; 30; 87)
  - ArcGIS GIS Server (Standard or Advanced) (31)
  - ArcGIS GIS Server Basic (31; 39)
  - ArcGIS GIS Server Workgroup (Standard or Advanced) (26; 28; 29; 30)
  - ArcGIS GIS Server Workgroup Basic (26; 39)
  - ArcGIS Maritime (2)
- ArcGIS Enterprise Optional Capability Servers:
  - ArcGIS Image Server, ArcGIS GeoEvent Server, ArcGIS GeoAnalytics Server, and ArcGIS Notebook Server Standard (31)
- ArcGIS Enterprise Workgroup Optional Capability Servers:
  - ArcGIS Image Server, ArcGIS GeoEvent Server, ArcGIS GeoAnalytics Server, and ArcGIS Notebook Server Standard (4)
- ArcGIS Business Analyst Enterprise (17; 21; 23; 31; 87)
- ArcGIS World Geocoder Basic (67)

# **Developer Products**

- ArcGIS Developer Subscription
  - All Plans (24; 26; 66; 68; 89; <del>90;</del> 91; 94; 95<u>; 97</u>)
    - Active subscriptions with an effective start date prior to January 27, 2021 (79)
    - Active subscriptions with an effective start date after January 26, 2021 (88)
  - Builder, Professional, Premium, or Enterprise Plans (77, 92)
  - Essentials Plan (90)
  - ArcGIS AppStudio Developer Edition (11; 16; 19)
  - ArcGIS Runtime SDK for Android, iOS, Java, macOS, .NET, Qt, or WPF (16; 19)
  - ArcGIS Engine Developer Kit and Extensions (16; 19; 22; 26)
  - ArcGIS Web API for JavaScript (16; 64)
  - ArcGIS CityEngine SDK and Procedural Runtime (19; 84)

- ArcGIS Runtime Deployment License for Android, iOS, Java, Mac OS X, .NET, Qt, or WPF
  - Lite (15)
  - Basic or Standard (1; 14; 15; 18)
  - Advanced (14; 15; 18)
- ArcGIS Engine Deployment License for Windows/Linux and Extensions (15; 22; 26)
- Esri File Geodatabase API (47)

# Mobile

ArcGIS Navigator (14)

## Other

- ArcGIS Hub (85)
- ArcGIS Indoors (86)
- ArcGIS Maps for Adobe Creative Cloud Complimentary user (74)
- ArcGIS Insights (17)
- Site Scan for ArcGIS Operator license (32; 33)

# **Online Services**

ArcGIS Online subscriptions are available through multiple Selling Programs:

- Commercial Retail, EAs; and Government Programs (23; 66; 68; 69; 70; 82; 93; 96)
  - Education Programs (23; 66; 68; 69; 70; 71; 82; 93; 96)
- Non-profit Programs (23; 66; 68; 69; 70; 71; 82; 93; 96)
- Public Plan (66; 68; 74; 75; 76; 80)

Customers under the following categories have these additional rights:

- Commercial Retail (72)
- enterprise agreements (72)
- Government (72)
- NGO/NPO (72)
- Press/Media Programs (72)
- Education Programs (71)
- ArcGIS AEC Project Delivery Subscription (83)
- ArcGIS Velocity (25)

## Footnotes:

- 1. May not be used to edit an enterprise geodatabase via Direct Connect.
- 2. Not for use in navigation.
- 3. Licensed for personal, noncommercial use only.
- 4. Limited to 1 four-core server.
- Can be installed on a separate machine.
- 5-10. Reserved.
  - 11. Applications built with ArcGIS AppStudio Developer Edition are subject to the terms of use for ArcGIS Runtime Deployment License.
  - 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 Instant Client libraries or their documentation that is included with this Product. Oracle is a third-party beneficiary of this Agreement solely with respect to Customer's use of the Oracle Instant Client libraries. The Uniform Computer Information Transaction Act (UCITA) shall not apply to Customer's use of the Oracle Instant Client libraries.
  - 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. See Master Agreement <u>https://www.esri.com/legal/software-license</u> for additional terms of use for Named User Licenses.
- 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. System to System Communication
  - a. Customer may use a basic service login to enable one-way, read-only, system-to-system communications from ArcGIS Enterprise or ArcGIS Online to other third-party, enterprise business system(s) in the customer's organization. Customer may use a Viewer Named User Credential or Level 1 Named User Credential as a basic service login until Esri implements an actual service login credential. A specific Viewer Named User Credential or Level 1 Named User Credential may only be used for system-to-system integration purposes and may not also be used by a Named User to access the system.
  - b. Customer may use a standard service login to enable two-way, read-write, system-to-system communications between ArcGIS Enterprise or ArcGIS Online and other third-party, enterprise business system(s) in the customer's organization. Customer may use an Editor (or higher) Named User Credential or Level 2 Named User Credential as a standard service login until Esri implements an actual service login credential. A specific Editor (or higher) Named User Credential or Level 2 Named user a standard service login credential or Level 2 Named User Credential or Level 2 Named User Credential or Level 2 Named User Credential used as a standard service login credential may only be used for system-to-system integration purposes and may not also be used by a Named User to access the system.
- 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. An ArcGIS Velocity subscription includes a given storage and compute or item capacity as described in the Ordering Document. As Customer creates ArcGIS Velocity services, compute and storage capacity is utilized, up to the total capacity available. Customers of the Advanced license level may purchase a limited number of ArcGIS Velocity Item Units and ArcGIS Velocity Storage Units to augment their capacity. Customers of the Dedicated license level may purchase additional ArcGIS Velocity Storage Units and ArcGIS Velocity Compute Units as needed. Esri will notify Customer's subscription account administrator when Customer's compute consumption reaches approximately 75 percent or when storage consumption. Esri reserves the right to suspend Customer's creation of additional ArcGIS Velocity services or suspend existing ArcGIS Velocity services if Customer has utilized all its compute or storage capacity. Esri will promptly restore Customer's access to its ArcGIS Velocity services once Customer has purchased additional ArcGIS Velocity Compute, Item, or Storage Units.
- 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. All components must be installed on a single server.
- 31. Includes a Failover License.
- 32. The use of this Software does not include a pilot's license (e.g., FAA, EASA, etc.) to operate a drone.
- 33. Customer may only use online storage provided with this Software to store Customer Content collected or processed through this Software.
- 34–38. 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.
- 48-63. 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. Only Customers with an active Online Services subscription may store geocoded results generated by World Geocoding Service.
  - 67. Limited to 250,000,000 geocodes per annual subscription.
  - 68. Customer may use the data accessible through Infographics Service for display purposes only and may not save any data accessible through this service.
  - 69. May be used for any business purpose of Customer's organization.
  - 70. May be used for development and test purposes for Customer's organization.
  - 71. May be used for teaching purposes in educational organizations.
  - 72. May be used for the internal business purposes of Customer's organization.
  - 73. Reserved.
  - 74. May be used for personal use.
  - 75. Customer may enable third-party use of Value-Added Applications only by publicly sharing the Value-Added Application(s) using Sharing Tools. Customer may not use this subscription to power a Value-Added Application for its own internal 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.
  - 76. Customer is not permitted to create private groups or participate in any private groups.
  - 77. Includes a Commercial App Deployment license.
    - A Commercial App Deployment license is required when:
      - Customer deploys revenue-generating Value-Added Applications that are not for use solely with an ArcGIS Online or ArcGIS Enterprise license and have not yet migrated to use <u>Online Services API</u> <u>keysArcGIS Platform location services Authentication</u>.
    - A Commercial App Deployment license is not required when:
      - Customer deploys revenue-generating Value-Added Applications solely for use with an ArcGIS Online and/or ArcGIS Enterprise license. Such Value-Added Applications are not required to use Online Services API keysArcGIS Platform location services Authentication.

7878. Includes a Commercial App Deployment license.

- . Reserved.
- 79. 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 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 toward the transaction limit. However, storage does consume Service Credits. For transactions greater the 1,000,000 per month, call Esri Sales or your local distributor for details.
- 80. 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.
- 81. Reserved.
- 82. 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.
- 83. Customer must use a separate AEC Project Delivery Subscription for each Customer client ("Client"). Customer may (i) use the AEC Project Delivery Subscription solely to collaborate on project work with its Client; and (ii) provide Client with Named User access to the AEC Project Delivery Subscription to enable

Client to access the AEC Project Delivery Subscription to collaborate on project work that Customer performs for Client. Client may not use the Named User License for any other purpose. Customer is solely responsible for Client's compliance with these terms of use and will ensure that Client stops using the AEC Project Delivery Subscription when the project ends.

- 84. Reserved.
- 84. Does not include a Deployment License for commercial use. Does include a Deployment License for noncommercial or educational use.
- 85. Software licenses and subscriptions included with ArcGIS Hub may only be used to support the community initiatives enabled by ArcGIS Hub. Customer may allow 3rd parties to be Named Users of ArcGIS Hub for the sole purpose of engaging in community activities. Customers may allow employees, agents, consultants, or contractors to be Named Users of ArcGIS Hub for the sole purpose of administering, configuring, maintaining, and supporting community initiatives through ArcGIS Hub. No other use of software licenses and subscriptions included with ArcGIS Hub is permitted.
- 86. Customer may use the software licenses and subscriptions included with ArcGIS Indoors solely to enable the capabilities of ArcGIS Indoors as defined in the ArcGIS Indoors Documentation. No other use of software licenses and subscriptions included with ArcGIS Indoors is permitted.
- 87. Accessing Parcel Fabric services provided by ArcGIS Enterprise is prohibited except through ArcGIS Pro Standard and ArcGIS Pro Advanced.
- 88. Subscription limits are determined as defined by the available Service Request Plans.
- 89. Customer may distribute revenue-generating Value-Added Applications, that access Online Services through Online Services <u>API KeysAuthentication</u>, to third parties. All revenue-generating Value-Added Applications are required to use <u>API KeysAuthentication</u> when accessing Online Services. Except as set forth in footnote 77 above, Customers who are in the process of migrating their revenue-generating Value-Added Applications to use <u>Online Services API KeysArcGIS Platform location services</u> must have a Commercial App Deployment license until the migration to <u>API KeysArcGIS Platform location services</u> is complete.
- 90. Customer may have multiple ArcGIS Developer Subscriptions within their organization for development and test purposes. Customer may only use one ArcGIS Developer Subscription subscription within their organization for use with revenue-generatingdeployed Value-Added Applications.
- 91. Application migration—a developer who has Value-Added Applications built with:
  - a. The <u>current generation</u> client APIs (<u>i.e.including</u> JavaScript 4.x and Runtime SDKs <u>100.x(any</u> version), REST, Esri's open source mapping libraries, supported 3<sup>rd</sup> party open source mapping libraries) is required to use <u>API Keysthe ArcGIS Platform location services</u> in their applications by <del>Aug</del> <u>1, 2021</u>April 30, 2022.
  - b. The older generation client APIs (i.e. JavaScript 3.x and Runtime SDKs 10.x) is <u>API are</u> required to use <u>API Keysthe ArcGIS Platform location services</u> in their applications by <del>January 1,</del> 2023 December 31, 2022
- 92. Customer is only permitted to create private groups or participate in private groups within the development and test ArcGIS Online Organization Subscription included with the ArcGIS Developer Subscription.
- 93. 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.
- 94. Customer may purchase Pre-Paid Service Request Plans. Pre-Paid Service Request Plans enable the Customer to consume Online Services. As Customer consumes Online Services, Service Request Fees are automatically debited from Customer's subscription, the amount varying depending on the Online Services that Customer is using, up to the maximum Pre-Paid amount available. Esri will notify Customer's subscription account administrator when Customer's consumption reaches approximately 75 percent of the available Pre-Paid Service Request Plan purchased. <u>Customer may choose to allow</u>

continued access to ArcGIS Platform location services after consuming 100 percent of the Pre-Paid Service Request Plan by enabling overages. If overages are enabled, Customer is responsible for paying the associated costs of using the location services at the applicable rates. Esri will automatically invoice monthly in arrears at applicable payment terms for the amount above Pre-Paid Service Request Plan purchased. Esri reserves the right to suspend Customer's access to ArcGIS Platform if Customers has a past due amount. If overages are not enabled by Customer Esri reserves the right to suspend Customer's access to Online Services requiring Service Requests when Customer has consumed the full amount paid for the Pre-Paid Service Request Plan. Esri will promptly restore Customer's access to its Online Services once Customer funds access to the Online Services.

- 95. Customer may purchase a Pay-As-You-Go Service Request Plan. There is no limit on the Service Requests that Customer may consume if they have purchased a Pay-As-You-Go Service Request Plan.
- <u>96. Customer may use ArcGIS Image services for interactive, non-programmatic access by Named Users</u> <u>only. Programmatic use of the ArcGIS Image services (e.g., batch classification, deep learning, etc., or</u> <u>exporting volumes of data larger than 10MB at a time) are not permitted.</u>
- <u>97. Customer's end users who are prompted for an API key for use with a third party's Value-Added</u> <u>Application must generate such API keys through an ArcGIS Developer Subscription. API keys generated</u> <u>through an ArcGIS Online account are not permitted in this scenario.</u>