

SOFTWARE

The following list identifies additional terms of use that apply to specific <u>SoftwareProducts</u>. 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 <u>Softwarea Product</u> follow the same scope of use as that granted for the corresponding <u>SoftwareProduct</u>.

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 Windows Mobile (15; 54)
- ArcGIS for Personal Use (3, 26)

Server Products

- ArcGIS Enterprise
- --__Basic (17)----
- Standard or Advanced (17; 21; <u>23;</u> 31)
- Workgroup Standard or Advanced (21: 23; 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 <u>Basic</u> (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, 20)
- 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)

Online Services

- ArcGIS Online Developer Deployment Plans are available through multiple selling programs:
- Commercial Retail, enterprise agreements, and Government Programs
- + Free Subscription (68; 75; 76; 79; 81)
- + Paid Subscription (68; 75; 76; 77; 79)
- Education Programs (Free or Paid Subscriptions) (68; 70; 71; 72; 73; 75; 76; 79; 81)
- NGO/NPO, Press/Media Programs (Free or Paid Subscription) (68; 70; 71; 72; 73; 75; 76; 79; 81)
- ArcGIS Online subscriptions are available through multiple Selling Programs:
- Commercial Retail, EAs; and Government Programs (68; 69; 70; 77; 78; 82)
- Education Programs (68; 69; 81; 82)
- Non-profit Programs (68; 69; 81; 82)
- Public Plan
 - Commercial Retail; enterprise agreements; Government; NGO/NPO; Press/Media Programs (68; 71; 72; 73; 74; 75; 76; 80; 81)
 - Education Programs (68; 71; 72; 73; 74; 75; 76; 80; 81)
- AEC Project Delivery Subscription (83)

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. ReservedSystem to System Communication a) Customer may use a basic service login to enable one-way, read-only, system-to-system communications from ArcGIS Enterprise to other third-party, enterprise business system(s) in the customer's organization. Customer may use a Level 1 Named User Credential as a basic service login until Esri implements an actual service login credential. A specific Level 1 Named User Credential used

as a basic 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.

- a)b)Customer may use a standard service login to enable two-way, read-write, system-to-system
 communications between ArcGIS Enterprise and other third-party, enterprise business system(s) in the customer's organization. Customer may use a Level 2 Named User Credential as a standard service
 login until Esri implements an actual service login credential. A specific 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. 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.
 - 54. Reserved.
- 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.
 - 66. Reserved.
 - 67. Limited to 250,000,000 geocodes per annual subscription.

ONLINE SERVICES

The following list identifies additional terms of use that apply to specific <u>68</u>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:

- 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<u>69</u>. May be used for any business purpose of Customer's organization.
- 370. May be used for development and test purposes for Customer's organization.

4<u>71</u>. May be used for teaching purposes in educational organizations.

- 572. May be used for the benefit of Customer's qualified NGO/NPO organization.
- 673. May be used for the benefit of press or media organizations.
- **7**<u>74</u>. May be used for personal use.

8. Reserved

975. 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.

- **1076**. Customer is not permitted to create private groups or participate in any private groups.
- **11**<u>77</u>. Customer may make Value-Added Applications available to third parties for a fee.
- **12**<u>78</u>. Customer may use this subscription to create or participate in private groups.
- 1379. 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. <u>One</u> <u>basemap data transaction is equivalent to eight 256x256 tile requests.</u> 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.

1580. 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.

1681. Customer may not make Value-Added Applications available to third parties for a fee.
 17.82. A Named User may embed its Named User Credential in an ArcGIS API for Python scription

I7. 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.