## **Licensing Terms of Use Documented Changes**



**Document Updated:** E204 – Master Agreement

**Date of Update Implementation:** March 30, 2018

<u>Overview:</u> 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.

<u>Sections(s) Impacted:</u> Impacted with 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.

## <u>ATTACHMENT A</u> GLOSSARY OF TERMS

Where: Attachment A Glossary of Terms

<u>Change:</u> "Named User License or <u>Subscription</u>" means a license or <u>subscription</u> for <u>use by</u> a single Named User to use a specific Esri Offering.

Why: Named User License use right licensed for use with other Esri Offerings and not only within Esri's Subscription offerings.

## <u>ATTACHMENT B</u> GENERAL TERMS AND CONDITIONS

## Where: Article 3.5 Exclusive Remedy

<u>Change:</u> 3.5 Exclusive Remedy. Customer's exclusive remedy and Esri's entire liability for breach of the limited warranties in this section will be to replace any defective media and <u>eitherto</u> (i) repair, correct, or provide a workaround for the applicable Esri Offering or Services or (ii) <u>returnat Esri's</u> <u>election, terminate Customer's right to use and refund</u> the fees paid <u>by Customer for Esri Offerings</u> or Services that do not meet Esri's limited warranties, <u>provided that Customer uninstalls, removes, and destroys all copies of the applicable Esri Offerings; ceases accessing and using the applicable Cloud Services; and executes and delivers evidence of such actions to Esri or its authorized distributor.</u>

Why: Language clarification to distinguish steps for remedy of limited warranty.