



Document Updated: E300 – Exhibit 1 Scope of Use

Date of Update Implementation: June 13, 2014

Overview: Exhibit 1, Scope of Use (E300) has been updated to reflect changes due to new definitions, the addition of new Products, the removal of retired Products, and updated use terms of use.

Product(s) Impacted: Desktop Products, Server Products, Developer Tools, Online Services, and Data.

Changes:

Addendum 1; Section 2- Terms of Use for Specific Software, Page 2 of 16

What: Deleted Product offerings.

Why: These Products are now retired.

- ~~Address Coder (22; Addendum 2, Note 7)~~
- ~~ArcExplorer—Java and Windows Editions (20; Addendum 2, Note 1)~~
- ~~Esri Navigator (formerly ArcLogistics Navigator) (Addendum 2, Note 2)~~
- ~~Sourcebook•America (Addendum 2, Note 8)~~

Addendum 1; Section 2- Terms of Use for Specific Software, Page 3 of 16

What: Revised Footnote #2.

Why: Clarification on an existing restriction to only permit Named Users to access Esri Maps products.

2. ~~Information created with~~ Esri Maps ~~products is~~ [applications are licensed](#) for use ~~only~~ by Licensee's Named Users of ArcGIS Online or Portal for ArcGIS. [Esri Maps applications may only be used by individuals who have been entitled to be a Named User of ArcGIS Online or Portal for ArcGIS. Embedding a Named User credential into an Esri Maps application is prohibited. Use of Esri Maps applications with ArcGIS Online Public Plans or ArcGIS Online Developer Plans is prohibited.](#)

Addendum 2; Section 2- Specific Terms of Use for Data, Page 5 of 16

What: Deleted Data Product offerings.

Why: These Products are now retired.

- ~~Address Coder Data (7, 10)~~
- ~~Sourcebook•America Data (8, 10)~~

Addendum 2; Section 2- Specific Terms of Use for Data, Sections 7 and 8 Page 8 of 16

What: Deleted Data Product offerings.



Why: These Products are now retired.

~~7. Address Coder Data: This Data is included with Address Coder and is provided for Licensee's internal business use solely in connection with Licensee's authorized use of Address Coder.~~

~~8. Sourcebook•America Data: This Data is included with Sourcebook•America and provided for Licensee's internal business use solely in connection with Licensee's authorized use of Sourcebook•America.~~

~~7. Reserved.~~

~~8. Reserved.~~

Addendum 3; Section 1- Common Terms of Use of Online Services, Article 1- Definitions, Page 9 of 16

What: Added new Definition "App Login Credential"

Why: New Definition required in connection with additional terms of use in Addendum 3, Section 2, 1.,b., viii.

c. "App Login Credential" means a system-generated application login and associated password, provided by registering a Value-Added Application with ArcGIS Online, which can be embedded in a Value-Added Application to enable the Value-Added Application to access and use Online Services.

Addendum 3; Section 1- Common Terms of Use of Online Services, Article 1- Definitions, Page 9 of 16

What: Revised Definition for "Licensee's Content"

Why: One feature of ArcGIS Online is to enable Anonymous Users to add Content to Licensee's ArcGIS Online account (or Portal for ArcGIS). An example use case is a crowd-sourcing app where Anonymous Users provide information to the Licensee. The definition of Licensee's Content was expanded to include Anonymous Users who submit Content.

fg. "Licensee's Content" means any Content that Licensee ~~or, a~~ Licensee's Named Users ~~submit~~ User, or any other user submits to Esri in connection with Licensee's use of the Online Services, any results derived from the use of Licensee's Content with Online Services, and any Value-Added Applications Licensee builds with Developer Tools and deploys with Online Services. Licensee's Content excludes any feedback, suggestions, or requests for Product improvements that Licensee provides to Esri.



Addendum 3; Section 1- Common Terms of Use of Online Services, Article 2.3 Licensee's Responsibilities, Page 10 of 16

What: Added a new section (c) to Article 2.3.

Why: Moved language, in part, from Addendum 3, Section 1, Article 4.1. The end user, end use, and destination restrictions are export controls and Licensee is responsible for what is put into Licensee's Content and Value Added Applications. Licensee is also responsible for making certain it does not provide access to any restricted recipient.

c. [Licensee is solely responsible for the development and operation of Licensee's Content and Value-Added Applications and the manner in which it chooses to allow or provide use, access, transfer, transmission, maintenance, or processing ability to or by others, including any use and access to Products, and any subsequent end user, end use, and destination restrictions issued by the US government and other governments.](#)

Addendum 3; Section 1- Common Terms of Use of Online Services, Article 2.4 Prohibited Uses of the Online Services, Page 10 of 16

What/Why: Corrections made to Article 2.4, sections (v) and (viii)

(v) share the client-side data cache derived from Online ~~Services~~[Content](#) with other licensed end users or third parties; (vi) distribute the client-side data cache derived from Online Services to third parties; (vii) manually or systematically collect or scrape (screen or web scraping) Content from Online Services; (viii) use ArcGIS Online Map Services, Geocoding Services, or Routing Services in communication with any in-vehicle navigation system installed in a vehicle (this does not include portable navigation devices) or that provides real-time, dynamic routing to any device. ~~F~~[f](#)(for instance, these ~~S~~[s](#)ervices 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); ~~); or~~[\); or](#)

Addendum 3; Section 1- Common Terms of Use of Online Services, Article 2.4 Prohibited Uses of the Online Services, Page 10 of 16

What/Why: Moved restrictions and related requirements for use of Online Services from Addendum 3, Section 1, Article 7 to Section 2.4. Added prohibition of benchmark testing of ArcGIS Online for competitive purposes.

... ~~(*)~~[. Licensee shall not](#) use Online Services to [\(a\) infringe or misappropriate any third-party proprietary rights or privacy rights; \(b\) process, store, ~~or~~ transmit, or enable access to any information, data, or technology controlled for export under the International](#)



Traffic in Arms (ITAR) regulations; ~~or (xi) use Online Services to~~ [\(c\) violate any export law; or \(d\) store or process Content online that is unclassified controlled technical information \(UCTI\) under DFARS 204.73, or is protected health information \(PHI\) under the Health Insurance Portability and Accountability Act \(HIPAA\). Licensee shall not attempt to \(a\) probe, scan, or test the vulnerability of the Online Services or to breach any security or authentication measures used by the Online Services; or \(b\) benchmark the availability, performance, or functionality of Online Services for competitive purposes. Licensee is responsible for any fines, penalties, or claims against Esri, including reasonable attorneys' fees, arising out of Licensee's noncompliance with any of the foregoing prohibitions.](#)

Addendum 3; Section 1- Common Terms of Use of Online Services, Article 4.1 Licensee's Content, Feedback, Page 12 of 16

What/Why: Deleted the first sentence. Moved the deleted language into Addendum 3, Section 1, Article 2.3, c., Licensee's Responsibilities, where it is more appropriately placed.

4.1 Licensee's Content. ~~Licensee is solely responsible for the development, operation, and maintenance of Licensee's Content and for all materials that appear on or in any of Licensee's Content.~~ Licensee retains all right, title, and interest in Licensee's Content. Licensee hereby grants Esri and Esri's licensors a nonexclusive, nontransferable, worldwide right to host, run, and reproduce Licensee's Content solely for the purpose of enabling Licensee's use of Online Services. Without Licensee's permission, Esri will not access, use, or disclose Licensee's Content except as reasonably necessary to support Licensee's use of Online Services, respond to Licensee's requests for customer support, or troubleshoot Licensee's account or for any other purpose authorized by Licensee in writing. If Licensee accesses Online Services with an application provided by a third party, Esri may disclose Licensee's Content to such third party as necessary to enable interoperation between the application, Online Services, and Licensee's Content. Esri may disclose Licensee's Content if required to do so by law or pursuant to the order of a court or other government body, in which case Esri will reasonably attempt to limit the scope of disclosure. It is Licensee's sole responsibility to ensure that Licensee's Content is suitable for use with Online Services and for maintaining regular offline backups using the Online Services export and download capabilities.

Addendum 3; Section 1- Common Terms of Use of Online Services, Article 4.3 Sharing Licensee's Content, Page 12 of 16

What: Revised language.



Why: Revised language to clarify that Licensee is responsible for enabling third party access to its Content.

4.3 Sharing Licensee's Content. ~~Licensee hereby grants to any third parties with whom~~if Licensee elects to share Licensee's Content using Sharing Tools ~~the right and license,~~ then Licensee acknowledges that it has enabled third parties to use, store, cache, copy, reproduce, (re)distribute, and (re)transmit Licensee's Content through Online Services ~~subject to any terms of use and access restrictions that Licensee provides with Licensee's Content.~~ ESRI IS NOT RESPONSIBLE FOR ANY LOSS, DELETION, MODIFICATION, OR DISCLOSURE OF LICENSEE'S CONTENT RESULTING FROM ~~LICENSEE'S NAMED USERS'~~USE OR MISUSE OF SHARING TOOLS OR ANY OTHER SERVICE COMPONENTS. LICENSEE'S USE OF SHARING TOOLS IS AT LICENSEE'S SOLE RISK.

Addendum 3; Section 1- Common Terms of Use of Online Services, Article 7 Licensee's Warranties, Page 12 of 16

What: Deleted entire Article.

Why: Modified and moved this language into Addendum 3, Section 1, Article 2.4.

~~ARTICLE 7—LICENSEE'S WARRANTIES Licensee warrants that Licensee's Content or use of Online Services with a product, process, or system not supplied by Esri or specified by Esri in its Documentation will not (i) infringe or misappropriate any third-party intellectual property rights or proprietary rights, (ii) violate any third party's privacy rights or any applicable law, or (iii) contain or transmit to a third party any Malicious Code. Except as prohibited by applicable law, Licensee agrees to defend, indemnify, and hold harmless Esri from and against any claim, action, liability, or demand arising out of a breach of the foregoing warranties.~~

Addendum 3; Section 2- Terms of Use of for Specific Online Services, 1(b)- Additional Terms of Use for Products listed above, Page 13 of 16

What: Updated the language in Section 1(b), vii.

Why: In addition to the prohibition of removing attribution acknowledgment statements which are automatically displayed, Licensee must also add attribution statements when using non-Esri application development tools to build applications that access Esri's Online Services.

vii. Licensee may not remove or obscure any trademarks or logos that would normally be displayed through the use of the Online Services without written



permission. [If Licensee is using non-Esri application development tools to build applications that access Esri's Online Services, Licensee must include attribution acknowledging that its application is using Online Services provided by Esri. Guidelines are provided in the Documentation.](#)

Addendum 3; Section 2- Terms of Use of for Specific Online Services, 1(b)- Additional Terms of Use for Products listed above, Page 13 of 16

What: Added new Section 1(b), viii.

Why: Clarifying the use rights for Named User login credentials and App Login Credentials.

[viii. Licensee may not embed a Named User credential into a Value-Added Application. For all ArcGIS Online Plan accounts other than Public Plan accounts and ArcGIS for Developer 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.](#)

Addendum 3; Section 2- Terms of Use of for Specific Online Services, 1(c)- Additional Terms of Use for Products listed above, Page 14 of 16

What: Correction in section 1(c), i, (1). Removed "or" and replaced with "and"

Why: Correction; Licensee may do both.

c. For ArcGIS Online ELA, ArcGIS Online for Organizations, and paid Developer Plan accounts:

i. Licensee is also permitted to:

- (1) Charge an additional fee to third parties to access Licensee's Value-Added Application(s), subject to the terms of this License Agreement; ~~or~~ [and](#)
- (2) Transfer Licensee's Value-Added Application(s) to a third party's ArcGIS Online account, subject to the following:

(a) Licensee may charge third parties a fee for Licensee's Value-Added Application(s).

(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 NPO/NGO Plan accounts.

Addendum 4; Limited Use Programs, Page 16 of 16

What/Why: Inserted language in Note 2 clarifying use of Products for non-profit purposes.

2. *Grant Programs:* Licensee may use Products only for Noncommercial purposes ~~as specified in the Esri grant document.~~ [Except for cost recovery of using and operating the Products,](#) Licensee shall not use Products for revenue-generating or for-profit purposes.

Addendum 4; Limited Use Programs, Page 16 of 16

What: Inserted language in Note 3, b.

Why: Only one copy of ArcGIS for Home Use may be installed.

b. Esri grants to Licensee a personal, nonexclusive, nontransferable, Single Use License, [without the authorization to install or use a second copy,](#) solely to use the Products provided under the ArcGIS for Home Use Program as set forth in the applicable Ordering Documents (i) for which the applicable license fees have been paid, (ii) for Licensee's own Noncommercial internal use, (iii) in accordance with this License Agreement and the configuration ordered by Licensee or as authorized by Esri or its authorized distributor, and (iv) for a period of twelve (12) months unless terminated earlier in accordance with the License Agreement. **"Noncommercial"** means use in a personal or individual capacity that (i) is not compensated in any fashion; (ii) is not intended to produce any works for commercial use or compensation; (iii) is not intended to provide a commercial service; and (iv) is neither conducted nor funded by any person or entity engaged in the commercial use, application, or exploitation of works similar to the licensed Products.