

Licensing Terms of Use

Documented Changes



Document Updated: E204 – Master Agreement

Date of Update Implementation: February 19, 2020

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 due to 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.*

ATTACHMENT A GLOSSARY OF TERMS

Where: [Section 1.4 Customer Content \(pg. 2\)](#)

Change:

This is a new section

1.4 Customer Content. Esri does not acquire any rights in Customer Content under this Agreement other than as needed to provide Esri Offerings and Services to Customer.

Why: To clarify that Esri does not sell customer data.

Where: [Section 2.1 Software and Online Services Definitions \(pg. 3\)](#)

Change:

- r. **"Sharing Tools"** means publishing capabilities included with **Customer's authorized use of Online Services** that allow Customer to make Customer Content and Value-Added Applications available to third parties or Anonymous Users.

Why: This was added to clarify the definition, also helped clarify section 2.5. b. 4. Named User License regarding Value-Added Applications.

Where: [SECTION 2.5 b. Value-Added Application \(pg. 5\)](#)

Change:

3. Customer may embed an App Login Credential into Value-Added Applications that provide access by Anonymous Users to services, content, or data that has been published for shared access by Anonymous Users through the use of Sharing Tools.
4. Customer may not embed an App Login Credential into Value-Added Applications that enables access to Customer Content that is not publicly shared through the use of Sharing Tools. Value-Added Applications that enable access to Customer Content that is not publicly shared through the use of Sharing Tools must require individual users to log in to the application(s) with their unique Named User login credentials.

Why: Added the “Sharing Tools” terminology to clarify this section. The Sharing Tools definition was also altered to clarify.

Where: SECTION 2.5 c. Value-Added Application (pg. 5)

Change:

- c. **Anonymous Users.** Anonymous Users may only access Software or Online Services through Value-Added Applications that provide access to services, content, or data that has been published for shared access through the use of Sharing Tools.

Why: Added “Sharing tools” to clarify and remove repetitive language.

Where: Section 3.2 Permitted Uses (pg. 6)

Change:

- e. ~~Esri does not acquire any rights in Customer Content under this Agreement~~

Why: Moved to Section 1.4 as a new definition “Customer Content”

Where: Section 7.1 Training Definitions (pg. 10)

Change:

- g. **“Esri Mobile Router”** means a service in which Esri will deliver and setup a mobile router at the Customer’s site for use in conjunction with a scheduled Esri Training Event only. The Mobile Router provides high-speed wireless internet access needed to run the Esri training event.

Why: This definition was added as Esri is offering a new services/product to Training customers that do not have Wi/Fi/ Internet access that is adequate for providing a training class at the client provided facility.

Where: Section 7.4 Customer’s Responsibilities (pg. 11)

Change:

- h. If the Esri Mobile Lab or Mobile Router is used, Customer will
1. Take delivery of the Esri Mobile Lab or Mobile Router from the shipping agent, and keep it in a secure, locked area at all times;
 2. Immediately report any previously damaged Esri Mobile Lab or Mobile Router equipment to the Esri Training Event Assistant upon receipt of the shipment; and
 3. Be financially responsible for loss of, damage to, or theft of Esri Mobile Lab or Mobile Router equipment while in Customer's possession.

Why: Added “Mobile Router” to this section as the new service applies.

Where: Section 7.7 Availability and General Provision of Wireless Service (pg. 11)

Change:

7.7 Availability and General Provision of Wireless Service

a. Esri will not be liable for any failure of or delay in the performance of this Agreement for the period that such failure or delay is due to wireless service interruptions or unavailability.

Why: This was added due to the addition of "Mobile Router".

Where: Attachment A Glossary of Terms (pg. 15)

Change:

"Content" means data, images, photographs, animations, video, audio, text, maps, databases, data models, spreadsheets, user interfaces, graphics components, icons, software, and other resources used in connection with Esri Offerings and Services.

Why: Clarification of definition.

Where: Article B.4 Limitation of Liability (pg. 19)

Change:

B.4.1 Disclaimer of Liability. Neither Customer, Esri, nor any Esri distributor or third party licensor will be liable for any indirect, special, incidental, or consequential damages; lost profits; lost sales; loss of goodwill; costs of procurement of substitute goods or services; or damages exceeding the applicable license fees, or current subscription fees, or Services fees paid or owed to Esri for the Esri Offerings or Services giving rise to the cause of action.

Why: Clarification.

Where: Article B.5.4 Conditions for Indemnification. (pg. 20)

Change:

B.5.5 This section sets forth the entire obligation of Esri, its authorized distributor, and its third party licensors regarding any Claim for which Esri must indemnify Customer.

Why: Clarification.

Where: Article B.7.4 Privacy (pg. 21)

Change:

B.7.4 Privacy. Esri will process personal data according to the terms of the Data Processing Addendum available at <https://www.esri.com/en-us/privacy/overview>.

Why: Updated URL as this link has information applicable to other privacy laws such as CCPA and is not GDPR specific.