

# Licensing Terms of Use

## Documented Changes

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**Document Updated:** E204 – Master Agreement

**Date of Update Implementation:** April 1, 2022

**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.*

**Where:** [Section 2.0 Software and Online Services \(pg. 3\)](#)

**Change:**

2.1 Definitions.

- p. "Server License" means a license to install and use Software on **any computer being used as a server computer**. Server Licenses may be subject to a limited number of server cores or distributed deployment on multiple servers as described in the Ordering Documents or Documentation. If the Software description includes failover use rights, each Server License includes a Failover License.

Why: This was updated to clarify the use of the server.

**Where:** [Section 2.2 License and Subscription Types \(pg. 3\)](#)

**Change:**

**2.2 License and Subscription Types.** Esri provides **Software** Products under one or more of the license or subscription types identified in the definitions above. The Documentation and Ordering Documents identify which license or subscription type(s) applies to the ordered Products.

Why: Removing the word **Software** in the first sentence and ~~just~~ leaving Products, ~~a~~. As the definition of Products includes Software.

**Where:** [Section 4.0 Maintenance \(pg. 6\)](#)

**Change:** **4.2 Customers outside the United States.** Customer may obtain maintenance services from their local Esri **authorized** distributor under the **authorized** distributor's own standard support policy.

Why: Adding "authorized" to Distributor throughout to document to be consistent.

Where: Section 5.4 Ownership of Deliverables and Inventions. (pg. 7)

Change:

- a. Esri or its licensors own and retain ownership of Deliverables.
- b. Each party will retain **all rights**, title **and ownership** to any Inventions made or conceived solely by ~~its~~ **the respective Party's** Inventors during the term of this Agreement, including, but not limited to, such Inventions that Esri's Inventors solely make or conceive while providing technical assistance pursuant to this Agreement. ~~The parties will jointly own any Inventions made or conceived jointly by Inventors from both Parties.~~
- c. ~~The parties will jointly own any Inventions made or conceived jointly by Inventors from both Parties.~~ The Parties will negotiate in good faith and cooperate reasonably in (i) deciding whether or not to seek or maintain, or to continue to seek or maintain, patent protection in any country on any **joint** Invention and the extent and scope of such protection and (ii) protecting and enforcing any patents issued on such **joint** Invention.

Why: This was made as a change to provide clarity around ownership and keep concepts relating to joint ownership in the same section

Where: Section 5.9 Payment; Invoices (pg. 8)

Change:

- c. **For Time and Materials Task Orders.**
  1. Esri will submit to Customer written monthly invoices to the Customer address provided in the Task Order. The invoices will include the payment due for work performed, including travel time, and any other direct costs (ODCs) incurred as authorized under a Task Order. The amount invoiced for labor will be equal to the number of hours expended during the previous month, multiplied by the applicable labor rates. Esri will invoice meals on a per diem basis in accordance with the full daily limits specified on the government **Defense Travel General Services Administration (GSA) website** at <https://www.gsa.gov/https://www.defensetravel.dod.mil/site/perdiemCalc.cfm>. Esri and Customer may include hourly labor rates in this Agreement; if the parties elect to do so, Attachment D will identify the hourly labor rates for each labor category. Esri may change hourly labor rates for Services; any increase in the first 5 years will not exceed 5 percent per year. Esri will invoice ODCs, including travel-related expenses incurred, plus a 15 percent burden.

Why: This weblink was updated. This new weblink also applies to international travel.

Where: Section 7.0 Training (pg. 10)

Change:

- k. **“Learning Management System or “LMS”** shall mean third-party software acquired separately by Customer that allows Customer to consume E-Learning Content (SCORM Format) for the purpose of re-serving it to the Customer's internal employees.

Why: New definition was added.

Where: Section 8.7 Travel and Per Diem Expenses (pg. 13)

Change: 8.7 Travel and Per Diem Expenses. Any Esri travel and per diem expenses will be quoted separately. Travel expenses will include a 15 percent burden, and per diem will be determined in accordance with the full daily limits specified on the government ~~Defense Travel General Services Administration (GSA)~~ website at <https://www.defensetravel.dod.mil/site/perdiemCalc.cfm>. ~~https://www.gsa.gov/~~ Customer will use Learning and Services Credits for travel and per diem expenses.

Why: This weblink was updated. This new weblink also applies to international travel.

Where: Section B.3.4 Disclaimers (pg. 18)

Change:

- b. Third-Party Websites; Third-Party Content. Esri is not responsible for any third-party website or Third-Party Content that appears in or is referenced by Esri Offerings or Esri websites, including [www.esri.com](http://www.esri.com), [www.developers.arcgis.com](http://www.developers.arcgis.com), [livingatlas.arcgis.com](http://livingatlas.arcgis.com) and [www.arcgis.com](http://www.arcgis.com). Providing links to third-party websites and resources does not imply an endorsement, affiliation, or sponsorship of any kind.

Why: Added the two new landing pages that may be reached through esri.com as highlighted in red as these are pages at which customers may gain access to Third-Party Content as described in this section.

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

Change:

**B.5.4 Conditions for Indemnification.** As conditions for indemnification, ~~but for those defined as Infringement Claims (see B.5.2 c.)~~, Indemnitee will (i) promptly notify Esri in writing of the Claim, (ii) provide all available documents describing the Claim, (iii) give Esri sole control of the defense of any action and negotiation related to the defense or settlement of any ~~Infringement~~ Claim, and (iv) reasonably cooperate in the defense of the ~~Infringement~~ Claim at Esri's request and expense.

Why: Removing "Infringement" as "Claim" is already defined to include Infringement, making these references redundant.

Where: B.7.3 Export Compliance (pg. 20)

Change:

**B.7.3 Export Compliance.** Each party will comply with ~~all applicable export and trade sanctions laws and regulations~~ ~~export laws and regulations~~, including the US Department of Commerce's Export Administration Regulations (EAR), the US Department of State's International Traffic in Arms Regulations (ITAR), ~~the US Department of Treasury, Office of Foreign Assets Control (OFAC) Regulations~~, and other applicable export laws. Customer will not export, reexport, transfer, release, or otherwise dispose of, in whole or in part, or permit access to or transfer or use of Services or Esri Offerings to any United States embargoed countries ~~currently including Iran, Syria, North Korea, Cuba, Crimea region of Ukraine, the Donetsk People's Republic (DNR) and Luhansk People's Republic (LNR)~~, or denied entities or persons except in accordance with all then-current applicable US government export laws and regulations. Customer will not export, reexport, transfer, or use Services or Esri Offerings for certain missile, nuclear, chemical, or biological activities or end uses without proper authorization from the US

government. Customer shall immediately notify Esri in writing if any US government entity or agency denies, suspends, or revokes Customer's export privileges. Customer will not upload, store, or process in Cloud Services any Customer Content that (i) has an Export Control Classification Number (ECCN) other than EAR99 or (ii) is controlled for export from the United States under ITAR. Customer will notify Esri in advance if Esri's performance of any Services or provision of any Esri Offerings is related to any defense article, defense service, or technical data, as defined under the ITAR Sections 120.6, 120.9, and 120.10, respectively; Esri will not perform any such Services or provide any such Esri Offerings until Esri obtains any necessary export license from the US government. Customer will reasonably assist Esri in applying for and obtaining an export license if needed.

Why: Updated to comply with applicable export and trade sanctions laws and regulations