

The following list identifies additional terms of use that apply to specific Products. 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 a Product follow the same scope of use as that granted for the corresponding Product. Retired Products are subject to the Product-Specific Terms of Use in effect at the time of such Product's retirement date. If Customer's signed Master Agreement does not include Named User License terms of use, the Named User License terms of use found in Sections 2.5 and 2.6 of the Master Agreement found at <a href="https://www.esri.com/legal/software-license">https://www.esri.com/legal/software-license</a> shall apply. In addition to the definitions within the Master Agreement, the following definitions will apply to the Product-Specific Terms of Use:

 "Authentication" means using any Esri provided mechanism that enables access to ArcGIS Location Platform. See Security and Authentication Documentation (<u>https://developers.arcgis.com/documentation/mapping-apis-and-services/security/</u>) for current list of Authentication mechanisms).

## **Desktop Products**

- ArcGIS Earth (20; 65)
- ArcGIS Explorer Desktop (20)
- ArcGIS for AutoCAD (20)
- ArcReader (20)
- ArcGIS for Personal Use (3)

## Server Products

- ArcGIS Enterprise
  - Standard or Advanced (17; 23; 31)
  - Workgroup Standard or Advanced (23; 28; 29; 30)
  - ArcGIS GIS Server (Standard or Advanced) (31)
  - ArcGIS GIS Server Basic (31; 39)
  - ArcGIS GIS Server Workgroup (Standard or Advanced) (28; 29; 30)
  - ArcGIS GIS Server Workgroup Basic (39)
  - ArcGIS Maritime (2)
- ArcGIS Enterprise Optional Capability Servers:
  - ArcGIS Image Server, ArcGIS GeoEvent Server, ArcGIS GeoAnalytics Server, ArcGIS Notebook Server Standard, ArcGIS Mission Server, ArcGIS Workflow Manager Server (Advanced or Standard), and ArcGIS Knowledge (31)
- ArcGIS Enterprise Workgroup Optional Capability Servers:
  - ArcGIS Image Server, ArcGIS GeoEvent Server, ArcGIS GeoAnalytics Server, ArcGIS Notebook Server Standard, ArcGIS Mission Server, and ArcGIS Workflow Manager Server (Advanced or Standard) (4)
- ArcGIS Business Analyst Enterprise (17; 23; 31)
- ArcGIS World Geocoder Basic (67)

#### **Developer Products**

- ArcGIS Developer Subscription
  - All Plans (16; 66; 68; 78; 89; 97; 103; 109)
  - Builder, Professional, Premium, or Enterprise Plans (24; 77; 92)
  - Essentials Plan (90)
- ArcGIS Developer Bundle (16; 24; 77)
- ArcGIS Location Platform (16; 66; 78; 89; 90; 97; 103; 109)
- ArcGIS AppStudio Developer Edition (11; 16; 19)
- ArcGIS Engine Developer Kit and Extensions (16; 19; 22)
- Developer APIs and SDKs
  - ArcGIS Runtime SDK for Android, iOS, Java, macOS, .NET, or Qt (16; 19; 105)
  - ArcGIS API for JavaScript (16; 63; 64)
  - ArcGIS CityEngine SDK and Procedural Runtime (19; 105)

- ArcGIS Maps SDK for Unity, or Unreal Engine (16; 62; 64; 105)
- ArcGIS Maps SDK for Java, Kotlin, .NET, Qt, or Swift (16;19; 105)
- ArcGIS Maps SDK for JavaScript (16; 63; 64; 105)
- ArcGIS Runtime Deployment License for Android, iOS, Java, Kotlin, macOS, .NET, Qt, or Swift
- Lite (15; 62; 64)
  - Basic or Standard (1; 14; 15; 18)
  - Advanced (14; 15; 18)
- ArcGIS Engine Deployment License for Windows/Linux and Extensions (15; 22)
- Esri File Geodatabase API (47)

## Mobile

ArcGIS Navigator (14)

# Other

- ArcGIS Hub (85)
- ArcGIS Indoors (86)
- ArcGIS Indoors Maps (99; 100; 101)
- ArcGIS Indoors Spaces (100; 101)
- ArcGIS IPS (99; 100)
- ArcGIS Insights (17)
- ArcGIS Survey123 (107; 108)
- Site Scan for ArcGIS Operator license (32; 33)
- ArcGIS GeoAnalytics Engine
  - Connected, Additional Core-Hours Plans (27; 103)
  - Disconnected Plan (27; 102)

## **Online Services**

- ArcGIS Online subscriptions are available through multiple Selling Programs:
  - Commercial Retail, EAs; and Government Programs (23; 66; 68; 69; 70; 77; 82; 96; 103; 106)
  - Education Programs (23; 66; 68; 69; 70; 71; 82; 96; 103; 106)
  - Non-profit Programs (23; 66; 68; 69; 70; 71; 82; 96; 103; 106)
- Public Plan (66; 68; 74; 75; 76; 80; 106)

Customers under the following categories have these additional rights:

- Commercial Retail (72)
- enterprise agreements (72)
- Government (72)
- NGO/NPO (72)
- Press/Media Programs (72)
- Education Programs (71)
- ArcGIS AEC Project Delivery Subscription (83)
- ArcGIS Velocity (103)
- ArcGIS Image Dedicated—Pro Machine (103; 104)

#### Footnotes:

- 1. May not be used to edit an enterprise geodatabase via Direct Connect.
- 2. Not for use in navigation.
- 3. Licensed for personal, noncommercial use only.
- 4. Limited to 1 four-core server.
  - Can be installed on a separate machine.
- 5-10. Reserved.
  - 11. Applications built with ArcGIS AppStudio Developer Edition are subject to the terms of use for ArcGIS Runtime Deployment License.
  - 12. Reserved.
  - 13. Reserved.
  - 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 or third parties to use anywhere not prohibited under applicable export regulations.
- 17. Customer shall not redistribute Oracle Instant Client libraries or their documentation that is included with this Product. Oracle is a third-party beneficiary of this Agreement solely with respect to Customer's use of the Oracle Instant Client libraries. The Uniform Computer Information Transaction Act (UCITA) shall not apply to Customer's use of the Oracle Instant Client libraries.
- 18. When using a license string as the license enablement technology a Deployment License is required per Value-Added Application per user per device.
- 19. License may not be used to develop Internet or server-based Value-Added Applications.
- 20. Licensed as a Redistribution License.
- 21. Reserved.
- 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. System to System Communication
  - a. Customer may use a basic service login to enable one-way, read-only, system-to-system communications from ArcGIS Enterprise or ArcGIS Online to other third-party, enterprise business system(s) in the customer's organization. Customer may use a Viewer Named User Credential or Level 1 Named User Credential as a basic service login until Esri implements an actual service login credential. A specific Viewer Named User Credential or Level 1 Named User 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.
  - b. Customer may use a standard service login to enable two-way, read-write, system-to-system communications between ArcGIS Enterprise or ArcGIS Online and other third-party, enterprise business system(s) in the customer's organization. Customer may use an Editor/Contributor (or higher) Named User Credential or Level 2 Named User Credential as a standard service login until Esri implements an actual service login credential. A specific Editor/Contributor (or higher) Named User Credential or Level 2 Named User Credential service login 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, and/or ArcGIS Developer Bundle; all other Software is licensed as a Single Use License.
- 25. Reserved.
- 26. Reserved.
- 27. May not be used to generate revenue by providing services to third parties.
- 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. All components must be installed on a single server.
- 31. Includes a Failover License.
- 32. The use of this Software does not include a pilot's license (e.g., FAA, EASA, etc.) to operate a drone.
- 33. Customer may only use online storage provided with this Software to store Customer Content collected or processed through this Software.
- 34–38. 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.
- 48-61. Reserved.
  - 62. Value-Added Applications must be used in conjunction with other Esri Products.
  - 63. Value-Added Application for web deployment must be used in conjunction with other Esri Products.
  - 64. Third-party technologies may 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. Only Customers with a paid Online Services subscription for stored geocodes may store geocoded results generated by World Geocoding Service. Customer may continue to store geocoded results generated through a paid subscription.
  - 67. Limited to 250,000,000 geocodes per annual subscription.
  - 68. Customer may use the data accessible through Infographics Service for display purposes only and may not save any data accessible through this service.
  - 69. May be used for any business purpose of Customer's organization.
  - 70. May be used for development and test purposes for Customer's organization.
  - 71. May be used for teaching purposes in educational organizations.
  - 72. May be used for the internal business purposes of Customer's organization.
  - 73. Reserved.
  - 74. May be used for personal use.
  - 75. Customer may enable third-party use of Value-Added Applications only by publicly sharing the Value-Added Application(s) using Sharing Tools. Customer may not use this subscription to power a Value-Added Application for its own internal 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.
  - 76. Customer is not permitted to create private groups or participate in any private groups.
  - 77. Customer may distribute Value-Added Applications to third parties for a fee that are solely enabled through third parties ArcGIS Online and/or ArcGIS Enterprise Named User licenses.
  - 78. Includes a Commercial App Deployment license.
  - 79. Reserved.
  - 80. 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.
  - 81. Reserved.
  - 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.
  - 84. Reserved.
  - 85. Software licenses and subscriptions included with ArcGIS Hub may only be used to support the community initiatives enabled by ArcGIS Hub. Customer may allow 3rd parties to be Named Users of ArcGIS Hub for the sole purpose of engaging in community activities. Customers may allow employees, agents, consultants, or contractors to be Named Users of ArcGIS Hub for the sole purpose of administering, configuring, maintaining, and supporting community initiatives through ArcGIS Hub. No other use of software licenses and subscriptions included with ArcGIS Hub is permitted.

- 86. Customer may use the software licenses and subscriptions included with ArcGIS Indoors solely to enable the capabilities of ArcGIS Indoors as defined in the ArcGIS Indoors Documentation. No other use of software licenses and subscriptions included with ArcGIS Indoors is permitted.
- 87. Reserved.
- 88. Reserved.
- 89. Customer may distribute directly, or through its sales channels, revenue-generating Value-Added Applications, that access ArcGIS Location Platform through Authentication, to third parties. All revenue-generating Value-Added Applications are required to use Authentication when accessing ArcGIS Location Platform.
- 90. Customer may have multiple subscriptions within their organization for development and test purposes. Customer may only use one subscription within their organization for use with deployed Value-Added Applications.
- 91. Reserved.
- 92. Customer is only permitted to create private groups or participate in private groups within the development and test ArcGIS Online Organization Subscription included with the ArcGIS Developer Subscription.
- 93. Reserved.
- 94. Reserved.
- 95. Reserved.
- 96. Customer may use ArcGIS Image services for interactive, non-programmatic access by Named Users only. Programmatic use of the ArcGIS Image services (e.g., batch classification, deep learning, etc., or exporting volumes of data larger than 10MB at a time) are not permitted.
- 97. Customer's end users who are prompted for an API key for use with a third party's Value-Added Application must generate such API keys through an ArcGIS Location Platform. API keys generated through an ArcGIS Online account are not permitted in this scenario.
- 98. Reserved.
- 99. The user types included with ArcGIS Indoors Maps are licensed solely for use to enable the capabilities as defined in the product documentation for ArcGIS Indoors Maps, ArcGIS Indoors Spaces, and ArcGIS IPS.
- 100. Customer may only use ArcGIS Indoors user types for use with Value-Added Applications created specifically to work with ArcGIS Indoors Maps, Spaces, and ArcGIS IPS.
- 101. An ArcGIS Indoors Spaces license is required to use either Workspace Reservations or Space Planner.
- 102. Each Disconnected Plan is limited to one production cluster.
- 103. May include Online Services or Software capabilities, utilized through a consumption-based model as described in the Ordering Document or Documentation. Online Services and Software capabilities have different units of consumption associated with them (examples of which include ArcGIS Online credits. core hours, or capacity). For Esri Offerings that enable access to Online Services or Software capabilities through an allocated or pre-paid units of consumption model, use of the consumption-based Online Services or Software capabilities reduce the number of allocated or pre-paid units of consumption that could be applied to the use of the Online Services or Software. Esri will provide Customer with advance notification when Customer's allocated or pre-paid units of consumption nears exhaustion. Esri reserves the right to restrict or suspend Customer's access to the applicable consumption-based capabilities of Online Services or Software when consumption reaches 100 percent of the total allocated or pre-paid amount. Customer may purchase additional units as needed to enable the continued use of the applicable consumption-based Online Services or Software capabilities. If Customer does not purchase additional units, Customer risks continuing to incur charges for continued storage of Customer Content in ArcGIS Online. Certain Online Services or Software allow Customer to enable overages for consumptionbased capabilities. If overages are enabled by Customer, Esri will invoice monthly in arrears, or charge a credit card on file, and Customer is responsible for paying fees incurred at the then-current rate. Esri reserves the right to restrict or suspend Customer's access to the applicable consumption-based Online Services or Software capabilities if Customer has a past due amount. Esri will promptly restore Customer's access to the applicable consumption-based capabilities once Customer pays the past due amount and funds access to the consumption-based capabilities.
- 104. ArcGIS Cloud Store connection files (ASC files) pre-installed on virtual Pro Machines may not be copied or otherwise transferred to any other device.

- 105. 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 applicable export regulations.
- 106. Customer may not exceed 500 GB feature data store using Standard Feature Data Store. Customer may not exceed the storage limit enabled for their subscription.
- 107. May include image detection or obfuscation capabilities. Customer must review outputs and manually adjust any information that might be missed by the technology.
- 108. Customer must opt-in to access and use Artificial Intelligence (AI) capabilities, which are available through third-party APIs and offered subject to the third-party terms and privacy policies.
- 109. Basemap Styles are for use only with ArcGIS Location Platform Basemap Services.