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Document Updated: E300 – Exhibit 1 Scope of Use

Date of Update Implementation: October 2, 2014

Overview: Exhibit 1, Scope of Use (E300) has been updated to reflect changes due to updated terms of use.

Product(s) Impacted: Desktop Products, Data, Online Services, and Limited Use Programs

Changes:

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

> What: Deleted Product offerings from the table in Section 2.
>
> Why: These Esri Maps applications are now accessible as part of ArcGIS Online (or Portal for ArcGIS).
>
> > ▪ ~~Esri Maps for IBM Cognos, MicroStrategy, Microsoft Dynamics CRM, Office, SharePoint, Salesforce, or SAP BusinessObjects (2; Addendum 2, Note 1)~~

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

> What: Deleted Footnote #2.
>
> Why: These Esri Maps applications are now accessible as part of ArcGIS Online (or Portal for ArcGIS).
>
> > 2.   ~~Esri Maps applications are licensed for use 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 "Location Analytics" from the table in Section 2.
>
> Why: The term "Location Analytics Data" is not applicable to any current Esri Products.
>
> > ▪ Business Analyst~~/Location Analytics~~ Data (4, 10)

Addendum 2; Section 2- Specific Terms of Use for Data, Sections 4 and 4a., Page 6 of 16

> What: Deleted Data offerings.

<u>Why:</u> Data and functionality of these APIs is now available through ArcGIS Online.

4. *Business Analyst Data~~; Location Analytics Data~~:* Business Analyst Data is provided with Esri Business Analyst (Server, Desktop~~) or accessed through Business Analyst Online and Community Analyst. Location Analytics Data is accessed through Business Analyst Online API, Community Analyst API, and Location Analytics API.~~). The Data is subject to the following additional terms of use:

a. The Data is provided for Licensee's internal business use solely in connection with Licensee's authorized use of Software. Subject to Addendum 2, Note 10, Business Analyst Data, including derivative products (e.g., geocodes), are restricted for use only in conjunction with the respective Business Analyst extension. ~~Location Analytics Data is restricted for use only in conjunction with Business Analyst Online API, Community Analyst API, and Location Analytics API.~~ If Licensee orders a license for Esri Business Analyst or Business Analyst (Canadian Edition~~), or for Business Analyst Online API, Community Analyst API, and Location Analytics API,~~) with a subset of the national dataset (i.e., Region, State, Local), Licensee may use only the licensed subset, not any other portion of the national dataset.

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

<u>What:</u> Corrected definition of "Content."

<u>Why:</u> Data as it is used in this definition is not the defined term "Data."

e. "Content" means ~~Dd~~ata, images, photographs, animations, video, audio, text, maps, databases, data models, spreadsheets, user interfaces, software applications, and Developer Tools.

Addendum 3; Section 1- Common Terms of Use of Online Services, Article 3.3 - Service Interruption, Page 11 of 16

<u>What:</u> Deleted "or its affiliates" language from Section 3.3.

<u>Why:</u> "or its affiliates" does not apply to this clause.

3.3 Service Interruption. Licensee's access (including access on behalf of Licensee's customers) to and use of Online Service(s) may be temporarily unavailable, without prior notice, for any unanticipated or unscheduled downtime or unavailability of all or any portion of Online Services, including system failure or other events beyond the reasonable control of Esri ~~or its affiliates~~.

Addendum 3; Section 1- Common Terms of Use of Online Services, Article 3.4 – Service Suspension, Page 11 of 16

What: Deleted "and its affiliates" language from Section 3.4.

Why: Esri's affiliates would not suspend Online Services.

3.4 Service Suspension. Esri ~~and its affiliates~~ shall be entitled, without any liability to Licensee, to suspend access to any portion or all of Online Services at any time on a service-wide basis (a) if Licensee breaches the License Agreement; (b) if Licensee exceeds usage limits and fails to purchase additional license capacity sufficient to support Licensee's continued use of Online Services as described in Article 5 of this Addendum; (c) if there is reason to believe that Licensee's use of Online Service(s) will adversely affect the integrity, functionality, or usability of the Online Service(s); (d) if Esri and its licensors may incur liability by not suspending Licensee's account; (e) for scheduled downtime to conduct maintenance or make modifications to Online Service(s); (f) in the event of a threat or attack on Online Service(s) (including a denial-of-service attack) or other event that may create a risk to the applicable part of Online Services; or (g) in the event that Esri or its affiliates determine that Online Services (or portions thereof) are prohibited by law or otherwise that it is necessary or prudent to do so for legal or regulatory reasons. If feasible under these circumstances, Licensee will be notified of any Service Suspension beforehand and allowed reasonable opportunity to take remedial action.

Addendum 3; Section 2- Terms of Use of for Specific Online Services, Page 13 of 16

What: Deleted Business Analyst Online API, Community Analyst API, Location Analytics API, and references to associated Data formerly in Addendum 2 from the table in Section 2.

Why: These APIs are now integrated into ArcGIS Online.

▪ ArcGIS Online (1; 2; Addendum 2, Note 1; Addendum 2, Note 6) ▪ Esri Business Analyst Online (3; Addendum 2, Note 1~~; Addendum 2, Note 4~~) ▪ Esri Business Analyst Online Mobile (3; Addendum 2, Note 1~~; Addendum 2, Note 4~~) ▪ ~~Esri Business Analyst Online API for Adobe Flex, Microsoft Silverlight, SOAP, and REST (5; Addendum 2, Note 1; Addendum 2, Note 4)~~ ▪ Esri Community Analyst (3; Addendum 2, Note 1~~; Addendum 2, Note 4~~)	▪ ~~Esri Community Analyst API for Adobe Flex, Microsoft Silverlight, SOAP, and REST (5; Addendum 2, Note 1; Addendum 2, Note 4)~~ ▪ ~~Esri Location Analytics API for Adobe Flex, Microsoft Silverlight, SOAP, and REST (5; Addendum 2, Note 1; Addendum 2, Note 4)~~ ▪ Esri Redistricting Online (Addendum 2, Note 1) ▪ Esri MapStudio (4; Addendum 2, Note 1; Addendum 2, Note 9)

Addendum 3; Section 2- Terms of Use of for Specific Online Services, Additional Terms of Use for Products listed above, Page 15 of 16

What: Deleted Note 5.

Why: These APIs are now integrated into ArcGIS Online.

5. ~~Licensee may develop Value-Added Applications that use Business Analyst Online API, Community Analyst API, or Location Analytics API to access, query, create, display, and redistribute Reports and resultant static, electronic maps to end user(s) of Licensee's Value-Added Applications. If Licensee has an anonymous user subscription, Licensee may provide access to Licensee's Value-Added Application(s) to anonymous end users, limited to the number of Reports Licensee has paid for. End user(s) of Licensee's Value-Added Applications may use Reports and maps for internal purposes only and not for further redistribution. "Report(s)" means any formatted output created by the Business Analyst Online API, Community Analyst API, or Location Analytics API Products, which includes PDF, CSV, Excel, HTML, and XML formats. Licensee shall not redistribute any Data in vector formats. Licensee and Licensee's end users are prohibited from using Reports or other output generated by Business Analyst Online API, Community Analyst API, or Location Analytics API as a substitute for Business Analyst Online API, Community Analyst API, or Location Analytics API, including, but not limited to, (i) combining and including such output in one or more files or databases and (ii) making such output available through a multiuser computer application. For clarity, end users may save Reports locally for their own internal use. For publicly facing Value-Added Applications developed with Business Analyst Online API (Canadian Edition), Reports and Data may be produced or exported in static formats only (e.g., JPEG, PDF); Licensee must ensure that Licensee's Value-Added Application does not allow Canadian Edition Reports to be exported as CSV, XML, HTML, or XLS files or in any other format that readily enables extraction or manipulation of the file's contents. Licensee is solely responsible for providing technical support for Licensee's Value-Added Application(s).~~

Addendum 4; Limited Use Programs, Page 16 of 16

What: Inserted language in Note 1, Educational Programs.

Why: Defined "Administrative Use" as it applies to Educational Programs.

1. *Educational Programs:* Licensee agrees to use Products solely for educational purposes during the educational use Term. Licensee shall not use Products for any ~~administrative use~~Administrative Use unless Licensee has acquired an ~~administrative use~~Administrative Use Term License. **"Administrative Use"** means administrative activities that are not directly related to instruction or education, such as asset mapping, facilities management, demographic analysis, routing, campus safety, and accessibility analysis. Licensee shall not use Products for revenue-generating or for-profit purposes.