



Document Updated: E300 – Exhibit 1 Scope of Use

Date of Update Implementation: December 1, 2015

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

Product(s) Impacted: Software, Data, Online Services

Changes:

ADDENDUM 1- SOFTWARE TERMS OF USE

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

What: Added ArcGIS Earth to table under Desktop Products and added corresponding Footnote 65.

Why: To reflect current software availability

Change: 65. Can 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 Product(s).

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

What: Added AppStudio for ArcGIS Standard to table under Developer Tool and added corresponding Footnote 11.

Why: To reflect current software availability.

Change: 11. Applications built with AppStudio for ArcGIS Standard are subject to the terms of use for ArcGIS Runtime Standard Level.

ADDENDUM 2- DATA TERMS OF USE

- Addendum 2, Section 2- Specific Terms of Use For Data. Page 5 of 16.

What: Added World Geocoder for ArcGIS Basic to table under Esri Products and added corresponding Footnote 7.

Why: To reflect current software availability and restrictions.

Change: 7. Limited to 250,000,000 geocodes during the term of the subscription.

ADDENDUM 3- ONLINE SERVICES ADDENDUM

- Addendum 3, Section 1, Article 1- Definitions. Page 9 of 16.

What: Modified Online Content definition.



Why: To clarify and update the Online Content definition, Developer Tools is not applicable to Online Services.

Change: i. "Online Content" means Content hosted or provided by Esri as part of Online Services, including any Map Services, Task Services, Image Services , ~~and Developer Tools~~ and excluding Content provided by third parties that Licensee accesses through Online Services.

- Addendum 3, Section 1, Article 2- Use of Online Services. Page 10 of 16.

What: Modified Section 2.4 Prohibited Uses of Online Services, point d.

Why: Updated to reflect current DFAR.

Change: **2.4 Prohibited Uses of the Online Services.** In addition to the prohibited uses or except as provided under the License Agreement, Licensee shall not (i) attempt to gain unauthorized access to the Online Services or assist others to do so; (ii) use Online Services for spamming, to transmit junk e-mail or offensive or defamatory material, or for stalking or making threats of physical harm; (iii) use Online Services to store or transmit software viruses, worms, time bombs, Trojan horses, or any other computer code, files, or programs designed to interrupt, destroy, or limit the functionality of any computer software, hardware, or telecommunications equipment ("Malicious Code"); (iv) mirror, reformat, or display Online Services in an attempt to mirror and/or make commercial use of Online Services except to the degree that Online Services directly enable such functionality; (v) share the client-side data cache derived from Online 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 (for instance, these services 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 (ix) incorporate any portion of Online Services into a commercial product or service unless the commercial product adds material functionality to Online Services. Licensee shall not use Online Services to (a) infringe or misappropriate any third-party proprietary rights or privacy rights; (b) process, store, transmit, or enable access to any information, data, or technology controlled for export under the International Traffic in Arms (ITAR) regulations; (c) violate any export law; or (d) store or process **Licensee's Content online that is Covered Defense information (CDI) 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, Article 2- Use of Online Services. Page 11 of 16.

What: Modified 2.8. Moved language from Addendum 3, Section 2, Additional Terms of Use for Products listed to be added as 2.9 Attributions.

Why: To reflect current software restrictions and requirements.

Change: **2.8** If any modification, discontinuation, or deprecation of Online Service(s) causes a material, adverse impact to Licensee's operations, Esri may at its sole discretion attempt to repair, correct, or provide a workaround for Online Services. If a viable solution is not commercially reasonable, Licensee may cancel its subscription to Online Services, and Esri will issue a prorated refund.

~~Licensee is not permitted to remove any Esri or Esri's licensors' logos or other attribution associated with any use of ArcGIS Online Services~~

2.9 Attributions.

~~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. Licensee must include attribution acknowledging that its application is using Online Services provided by Esri, if attribution is not automatically displayed through the use of Online Services. Guidelines are provided in the Documentation.~~

- Addendum 3, Section 1, Article 3- Term and Termination. Page 11 of 16.

What: Modified 3.3 Service Interruption.

Why: To clarify and update language relation to Online Services Service Interruptions.

Change: **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.

ADDENDUM 4- LIMITED USE PROGRAMS

- No Changes