



**Quotation # 20483184**

Date: February 19, 2016

Customer # 364339 Contract #

County of Gila  
Public Works Dept  
1400 E Ash St  
Globe, AZ 85501

ATTENTION: Thomas Homan  
PHONE: (928) 402-8515  
FAX:

ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE, INC.  
5465 Morehouse Dr, Suite 140  
San Diego, CA 92121  
Phone: (909) 793-2853 Fax: (858) 824-9017  
DUNS Number: 06-313-4175 CAGE Code: 0AMS3

To expedite your order, please attach a copy of this quotation to your purchase order.  
Quote is valid from: 02/19/2016 To: 05/19/2016

Material	Qty	Description	Unit Price	Total
110037	1	Year 4 - Populations of 50,001 to 100,000 Small Government Term Enterprise License Agreement	50,000.00	50,000.00
110037	1	Year 5 - Populations of 50,001 to 100,000 Small Government Term Enterprise License Agreement	50,000.00	50,000.00
110037	1	Year 6 - Populations of 50,001 to 100,000 Small Government Term Enterprise License Agreement	50,000.00	50,000.00
			Item Total:	150,000.00
			Subtotal:	150,000.00
			Sales Tax:	10,800.00
			Estimated Shipping & Handling(2 Day Delivery) :	0.00
			Contract Pricing Adjust:	0.00
			<b>Total:</b>	<b>\$160,800.00</b>

The following items are optional items listed for your convenience. These items are not included in the totals of this quotation.

Material	Qty	Description	Unit Price	Total
111006	1	Year 4 - Esri Enterprise Advantage Program (EEAP) - Annual subscription designed to provide enterprise-wide visioning and geospatial enablement through technical advisory, an annual planning meeting, a collaboratively developed technical work plan, and access to exclusive quarterly technology webcasts. The program also provides access to a combination of consulting, premium support, and training services. This configuration includes a one day annual planning session; up to 40 Technical Advisor hours; Quarterly Technology Webcasts and 40 Learning and Services Credits. Subject to the terms & conditions of the attached Enterprise Advantage Program Agreement (E125).	26,000.00	26,000.00

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

**For questions contact:** Tim Craig      **Email:** [tcraig@esri.com](mailto:tcraig@esri.com)      **Phone:** (909) 793-2853 x1007

The items on this quotation are subject to the terms set forth herein and the terms of your signed agreement with Esri, if any, or, where applicable, Esri's standard terms and conditions at [www.esri.com/legal](http://www.esri.com/legal), which are incorporated by reference. Federal government entities and government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Acceptance is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's products and services.

**If sending remittance, please address to: Esri, File No. 54630, Los Angeles, Ca 90074-4630**



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111006	1	Year 5 - Esri Enterprise Advantage Program (EEAP) - Annual subscription designed to provide enterprise-wide visioning and geospatial enablement through technical advisory, an annual planning meeting, a collaboratively developed technical work plan, and access to exclusive quarterly technology webcasts. The program also provides access to a combination of consulting, premium support, and training services. This configuration includes a one day annual planning session; up to 40 Technical Advisor hours; Quarterly Technology Webcasts and 40 Learning and Services Credits. Subject to the terms & conditions of the attached Enterprise Advantage Program Agreement (E125).	26,000.00	26,000.00
111006	1	Year 6 - Esri Enterprise Advantage Program (EEAP) - Annual subscription designed to provide enterprise-wide visioning and geospatial enablement through technical advisory, an annual planning meeting, a collaboratively developed technical work plan, and access to exclusive quarterly technology webcasts. The program also provides access to a combination of consulting, premium support, and training services. This configuration includes a one day annual planning session; up to 40 Technical Advisor hours; Quarterly Technology Webcasts and 40 Learning and Services Credits. Subject to the terms & conditions of the attached Enterprise Advantage Program Agreement (E125).	26,000.00	26,000.00

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

<b>For questions contact:</b> Tim Craig	<b>Email:</b> <a href="mailto:tcraig@esri.com">tcraig@esri.com</a>	<b>Phone:</b> (909) 793-2853 x1007
The items on this quotation are subject to the terms set forth herein and the terms of your signed agreement with Esri, if any, or, where applicable, Esri's standard terms and conditions at <a href="http://www.esri.com/legal">www.esri.com/legal</a> , which are incorporated by reference. Federal government entities and government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Acceptance is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's products and services.		
<b>If sending remittance, please address to: Esri, File No. 54630, Los Angeles, Ca 90074-4630</b>		



**Amendment 1 to  
Small Enterprise License Agreement  
County and Municipality (E214-3)  
No. 308049**

Esri, 380 New York St., Redlands, CA 92373-8100 USA • TEL 909-793-2853 • FAX 909-793-5953

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This Amendment No. 1 is entered into by and between the **Gila County, Arizona** (“County”) and **Environmental Systems Research Institute, Inc.** (“Esri”).

WHEREAS, Esri and the County entered into a Small Enterprise License Agreement numbered 308049 (hereinafter “Agreement”);

WHEREAS, due to changing business conditions the parties desire to amend the Agreement to change some of the standard terms and conditions; and

NOW THEREFORE, the parties agree:

(1) The Agreement is modified to include the following new article:

**10.0—MISCELLANEOUS**

**10.1 Cancellation.** This Agreement is subject to cancellation pursuant to A.R.S. §38-511. If the Agreement is terminated, the County shall be liable only for payment for services rendered and accepted material received by the County before the effective date of termination.

**10.2 Legal Arizona Workers Act Compliance.** Contractor hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to Contractor’s employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the “State and Federal Immigration Laws”). Contractor shall further ensure that each subcontractor who performs any work for Contractor under this contract likewise complies with the State and Federal Immigration Laws. To the extent required under State law, County shall have the right at any time to inspect the books and records of Contractor and any subcontractor in order to verify such party’s compliance with the State and Federal Immigration Laws.

Any breach of Contractor’s or any subcontractor’s warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, shall be deemed to be a material breach of this Contract subjecting Contractor to penalties up to and including suspension or termination of this Contract. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, Contractor shall be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor as soon as possible so as not to delay project completion.

Contractor shall advise each subcontractor of County’s rights, and the subcontractor’s obligations, under this Article by including a provision in each subcontract substantially in the following form: “Subcontractor hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to Subcontractor’s employees, and with the requirements of A.R.S. § 23-214 (A). Subcontractor further agrees that County may inspect the Subcontractor’s books and records to insure that Subcontractor is in compliance with these requirements. Any breach of this paragraph by Subcontractor will be deemed to be a material breach of this contract subjecting Subcontractor to penalties up to and including suspension or termination of this contract.”

Any additional costs attributable directly or indirectly to remedial action under this Article shall be the responsibility of Contractor. In the event that remedial action under this Article results in delay to one or more tasks on the critical path of Contractor’s approved construction or critical milestones schedule, such period of delay shall be deemed excusable delay for which Contractor shall be entitled to an extension of time, but not costs.

Except as modified by this Amendment, all other terms in the Agreement are incorporated herein by this reference and remain unchanged unless modified by a separate signed Amendment.

Accepted and Agreed:

**GILA COUNTY, ARIZONA**  
**(County)**

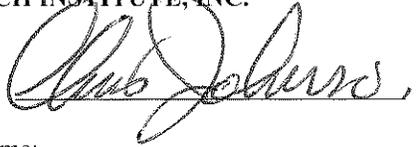
Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**ENVIRONMENTAL SYSTEMS RESEARCH**  
**RESEARCH INSTITUTE, INC.**  
**(Esri)**

Signature:  \_\_\_\_\_

Printed Name: **Chris Johnson** \_\_\_\_\_

Title: **Manager, Commercial & Government Contracts** \_\_\_\_\_

Date: **5/3/16** \_\_\_\_\_



**Esri Use Only:**

Cust. Name \_\_\_\_\_  
 Cust. # 364 339  
 PO # \_\_\_\_\_  
 Esri Agreement # 308049

Esri, 380 New York St., Redlands, CA 92373-8100 USA • TEL 909-793-2853 • FAX 909-793-5953

**SMALL ENTERPRISE LICENSE AGREEMENT  
 COUNTY AND MUNICIPALITY  
 (E214-3)**

This Agreement is by and between the organization identified in the Quotation ("Licensee") and **Environmental Systems Research Institute, Inc. ("Esri")**.

This Agreement sets forth the terms for Licensee's use of Products and incorporates by reference (i) the Quotation and (ii) the License Agreement. Should there be any conflict between the terms and conditions of the documents that comprise this Agreement, the order of precedence for the documents shall be as follows: (i) the Quotation, (ii) this Agreement, and (iii) the License Agreement. This Agreement shall be governed by and construed in accordance with the laws of the state in which Licensee is located without reference to conflict of laws principles, and the USA federal law shall govern in matters of intellectual property. The modifications and additional rights granted in this Agreement apply only to the Products listed in Table A.

**Table A  
 List of Products**

**Uncapped Quantities**

**Desktop Software and Extensions**

ArcGIS for Desktop Advanced  
 ArcGIS for Desktop Standard  
 ArcGIS for Desktop Basic  
 ArcGIS for Desktop Extensions: ArcGIS 3D Analyst, ArcGIS Spatial Analyst, ArcGIS Geostatistical Analyst, ArcGIS Publisher, ArcGIS Network Analyst, ArcGIS Schematics, ArcGIS Workflow Manager for Desktop, ArcGIS Data Reviewer

**Server Software and Extensions**

ArcGIS for Server Workgroup and Enterprise (Advanced, Standard, and Basic)  
 ArcGIS for Server Extensions: ArcGIS 3D Analyst, ArcGIS Spatial Analyst, ArcGIS Geostatistical Analyst, ArcGIS Network Analyst, ArcGIS Schematics, ArcGIS Workflow Manager for Server, ArcGIS Image Extension for Server

**Developer Tools**

ArcGIS Engine  
 ArcGIS Engine Extensions: ArcGIS 3D Analyst, ArcGIS Spatial Analyst, ArcGIS Engine Geodatabase Update, ArcGIS Network Analyst, ArcGIS Schematics  
 ArcGIS Runtime Standard  
 ArcGIS Runtime Standard Extensions: ArcGIS 3D Analyst, ArcGIS Spatial Analyst, ArcGIS Network Analyst

**Limited Quantities**

One (1) Annual Subscription to Esri Developer Network (EDN) Standard\*  
 One (1) Esri CityEngine Advanced Single Use License  
 One (1) Esri CityEngine Advanced Concurrent Use License  
 One (1) ArcGIS Online Subscription  
 One (1) Portal for ArcGIS Subscription

**OTHER BENEFITS**

One (1) ArcGIS Online subscription with specified named users and credits as determined in the program description	<b>Level 4</b>
One (1) Portal for ArcGIS term subscription with specified named users as determined in the program description	<b>Level 4</b>
Number of Esri User Conference registrations provided annually	<b>4</b>
Number of Tier 1 Help Desk individuals authorized to call Esri	<b>4</b>
Maximum number of sets of backup media, if requested**	<b>2</b>
Virtual Campus Annual User License allowance	<b>10,000</b>
Five percent (5%) discount on all individual commercially available instructor-led training classes at Esri facilities purchased outside this Agreement (Discount does not apply to Small Enterprise Training Package.)	

\* Maintenance is not provided for these items.

\*\*Additional sets of backup media may be purchased for a fee.

Licensee may accept this Agreement by signing and returning the whole Agreement with a sales quotation, purchase order, or other document ("Ordering Document") that matches the Quotation and references this Agreement. **ADDITIONAL OR CONFLICTING TERMS IN LICENSEE'S ORDERING DOCUMENT WILL NOT APPLY, AND THE TERMS OF THIS AGREEMENT WILL GOVERN.** Unless otherwise mutually agreed to, this Agreement is effective as of the date of the last signature on the signature page ("Effective Date") or, if no date is provided with the signature, the date of Esri's receipt of Licensee's Ordering Document incorporating this Agreement by reference.

**Term of Agreement:** 3 years \_\_\_\_\_

This Agreement supersedes any previous agreements, proposals, presentations, understandings, and arrangements between the parties relating to the licensing of the Products. Except as provided in Article 4—Product Updates, no modifications can be made to this Agreement.

Accepted and Agreed:

GILA COUNTY, ARIZONA  
(Licensee)

By: \_\_\_\_\_  
Authorized Signature

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**LICENSEE CONTACT INFORMATION**

Contact: \_\_\_\_\_

Telephone: \_\_\_\_\_

Address: \_\_\_\_\_

Fax: \_\_\_\_\_

City, State, Postal Code: \_\_\_\_\_

E-mail: \_\_\_\_\_

Country: \_\_\_\_\_

Quotation Number (if applicable): \_\_\_\_\_

## 1.0—ADDITIONAL DEFINITIONS

In addition to the definitions provided in the License Agreement, the following definitions apply to this Agreement:

**"Deploy", "Deployed" and "Deployment"** mean to redistribute and install the Products and related Authorization Codes within Licensee's organization(s).

**"Fee"** means the fee set forth in the Quotation.

**"Incident"** means a failure of the Software or Online Services to operate according to the Documentation where such failure substantially impacts operational or functional performance.

**"License Agreement"** means (i) the applicable license agreement incorporated by this reference that is found at <http://www.esri.com/legal/software-license>; composed of the General License Terms and Conditions (E204) and Exhibit 1, Scope of Use (E300); and available in the installation process requiring acceptance by electronic acknowledgment or (ii) a signed license agreement between the parties that supersedes such electronically acknowledged license agreement.

**"Maintenance"** means Tier 2 Support, Product updates, and Product patches provided to Licensee during the term of this Agreement.

**"Product(s)"** means the products identified in Table A—List of Products and any updates to the list Esri provides in writing.

**"Quotation"** means the offer letter and quotation provided separately to Licensee.

**"Technical Support"** means the technical assistance for attempting resolution of a reported Incident through error correction, patches, hot fixes, workarounds, replacement deliveries, or any other type of Product corrections or modifications.

**"Tier 1 Help Desk"** means Licensee's point of contact(s) to provide all Tier 1 Support within Licensee's organization(s).

**"Tier 1 Support"** means the Technical Support provided by the Tier 1 Help Desk.

**"Tier 2 Support"** means the Technical Support provided to the Tier 1 Help Desk when an Incident cannot be resolved through Tier 1 Support. Licensee will receive Tier 2 Support from Esri.

## 2.0—ADDITIONAL GRANT OF LICENSE

**2.1 Grant of License.** Subject to the terms and conditions of this Agreement, Esri grants to Licensee a personal, nonexclusive, nontransferable license solely to use, copy, and Deploy quantities of the Products listed in Table A—List of Products for the term provided on the first page (i) for the applicable Fee and (ii) in accordance with the License Agreement.

**2.2 Consultant Access.** Esri grants Licensee the right to permit Licensee's consultants or contractors to use the Products exclusively for Licensee's benefit. Licensee will be solely responsible for compliance by consultants and contractors with this Agreement and will ensure that the consultant or contractor discontinues use of Products upon completion of work for Licensee. Access to or use of Products by consultants or contractors not exclusively for Licensee's benefit is prohibited. Licensee may not permit its consultants or contractors to install Software or Data on consultant, contractor, or third-party computers or remove Software or Data from Customer locations, except for the purpose of hosting the Software or Data on Contractor Servers for the benefit of Licensee.

## 3.0—TERM, TERMINATION, AND EXPIRATION

**3.1 Term.** The term of this Agreement and all licenses hereunder will commence on the Effective Date and continue for the duration identified on the signature page, unless this Agreement is terminated earlier as provided herein. Licensee is only authorized to use Products during the term of this Agreement. For an Agreement with a limited term, Esri does not grant Licensee an indefinite or perpetual license to Products.

**3.2 No Use upon Agreement Expiration or Termination.** All Product licenses and all Maintenance, Esri Virtual Campus access, and Esri User Conference registrations terminate on expiration or termination of this Agreement.

**3.3 Termination for a Material Breach.** Either party may terminate this Agreement for a material breach by the other party. The breaching party will be given a period of thirty (30) days from the date of written notice to cure any material breach.

**3.4 Termination for Lack of Funds.** For an Agreement with government or government-owned entities, either party may terminate this Agreement before any subsequent year if Licensee is unable to secure

funding through the legislative or governing body's approval process.

#### 4.0—PRODUCT UPDATES

**4.1 Future Updates.** Esri reserves the right to update the list of Products in Table A—List of Products by providing written notice to Licensee. Licensee may continue to use all Products that have been Deployed, but support and upgrades for deleted items may not be available. As new Products are incorporated into the standard program, they will be offered to Licensee via written notice for incorporation into the Products schedule at no additional charge. Licensee's use of new or updated Products requires Licensee to adhere to applicable additional or revised terms and conditions of the License Agreement.

**4.2 Product Life Cycle.** During the term of this Agreement, some Products may be retired or may no longer be available to Deploy in the identified quantities. Maintenance will be subject to the individual Product Life Cycle Support Status and Product Life Cycle Support Policy, which can be found at <http://support.esri.com/en/content/productlifecycles>. Updates for Products in the mature and retired phases may not be available. Licensee may continue to use Products already Deployed for the term of this Agreement, but Licensee will not be able to Deploy retired Products.

#### 5.0—MAINTENANCE

The Fee includes standard maintenance benefits specified in the most current applicable Esri Standard Maintenance Program document (found at <http://www.esri.com/legal>). At Esri's sole discretion, Esri may make patches, hot fixes, or updates available for download. No Software other than the defined Products will receive Maintenance. Licensee may acquire maintenance for other Software outside this Agreement.

##### a. Tier 1 Support

1. Licensee will provide Tier 1 Support through the Tier 1 Help Desk to all Licensee's authorized users.
2. The Tier 1 Help Desk will be fully trained in the Products.
3. At a minimum, Tier 1 Support will include those activities that assist the user in resolving how-to and operational questions as well as questions on installation and troubleshooting procedures.

4. The Tier 1 Help Desk will be the initial points of contact for all questions and reporting of an Incident. The Tier 1 Help Desk will obtain a full description of each reported Incident and the system configuration from the user. This may include obtaining any customizations, code samples, or data involved in the Incident. The Tier 1 Help Desk may also use any other information and databases that may be developed to satisfactorily resolve the Incident.

5. If the Tier 1 Help Desk cannot resolve the Incident, an authorized Tier 1 Help Desk individual may contact Tier 2 Support. The Tier 1 Help Desk will provide support in such a way as to minimize repeat calls and make solutions to problems available to Licensee.

6. Tier 1 Help Desk individuals are the only individuals authorized to contact Tier 2 Support. Licensee may change the Tier 1 Help Desk individuals by written notice to Esri.

##### b. Tier 2 Support

1. Tier 2 Support will log the calls received from Tier 1 Help Desk.

2. Tier 2 Support will review all information collected by and received from the Tier 1 Help Desk including preliminary documented troubleshooting provided by the Tier 1 Help Desk when Tier 2 Support is required.

3. Tier 2 Support may request that Tier 1 Help Desk individuals provide verification of information, additional information, or answers to additional questions to supplement any preliminary information gathering or troubleshooting performed by Tier 1 Help Desk.

4. Tier 2 Support will attempt to resolve the Incident submitted by Tier 1 Help Desk.

5. When the Incident is resolved, Tier 2 Support will communicate the information to Tier 1 Help Desk, and Tier 1 Help Desk will disseminate the resolution to the user(s).

#### 6.0—ENDORSEMENT AND PUBLICITY

This Agreement will not be construed or interpreted as an exclusive dealings agreement or Licensee's endorsement of Products. Either party may publicize the existence of this Agreement.

## 7.0—ADMINISTRATIVE REQUIREMENTS

**7.1 OEM Licenses.** Under Esri's OEM or Solution OEM programs, OEM partners are authorized to embed or bundle portions of Esri products and services with their application or service. OEM partners' business model, licensing terms and conditions, and pricing are independent of this Agreement. Licensee will not seek any discount from the OEM partner or Esri based on the availability of Products under this Agreement. Licensee will not decouple Esri products or services from the OEM partners' application or service.

**7.2 Annual Report of Deployments.** At each anniversary date and ninety (90) calendar days prior to the expiration date of this Agreement, Licensee will provide Esri with a written report detailing all Deployments. Upon request, Licensee will provide records sufficient to verify the accuracy of the annual report.

## 8.0—ORDERING, ADMINISTRATIVE PROCEDURES, DELIVERY, AND DEPLOYMENT

### 8.1 Orders, Delivery, and Deployment

- a. Licensee will issue an Ordering Document upon execution of this Agreement and annually thereafter in accordance with the Quotation. Payment will be due and payable within thirty (30) calendar days of the anniversary date of the Effective Date, with the initial payment due within thirty (30) calendar days of execution of this Agreement. Esri's federal ID number is 95-2775-732.
- b. Upon receipt of the initial Ordering Document from Licensee, Esri will authorize download of the Products to Licensee for Deployment. If requested, Esri will ship backup media to the ship-to address identified on the Ordering Document, FOB Destination, with shipping charges prepaid. For those entities that avoid sales tax by downloading deliverables, request for delivery or receipt of tangible media may cause the Fee to be subject to taxes. Licensee acknowledges that should such taxes become due, Esri has a right to invoice and Licensee will pay any such sales or use tax associated with its receipt of tangible media.
- c. Esri will provide Authorization Codes to activate the nondestructive copy protection program that enables the Products to operate.

### 8.2 Order Requirements

- a. All orders pertaining to this Agreement will be processed through Licensee's centralized point of contact.
- b. The following information will be included in each Ordering Document:
  - (1) Licensee name; Esri customer number, if known; and bill-to and ship-to addresses
  - (2) Order number
  - (3) Applicable annual payment due

## 9.0—MERGERS, ACQUISITIONS, OR DIVESTITURES

If Licensee is a commercial entity, Licensee will notify Esri in writing in the event of (i) a consolidation, merger, or reorganization of Licensee with or into another corporation or entity; (ii) Licensee's acquisition of another entity; or (iii) a transfer or sale of all or part of Licensee's organization (subsections i, ii, and iii, collectively referred to as "Ownership Change"). There will be no decrease in Fee as a result of any Ownership Change.

- 9.1 If an Ownership Change increases the cumulative program count beyond the maximum level for this Agreement, Esri reserves the right to increase the Fee or terminate this Agreement and the parties will negotiate a new agreement.
- 9.2 If an Ownership Change results in transfer or sale of a portion of Licensee's organization, that portion of Licensee's organization will uninstall, remove, and destroy or transfer the Products to Licensee.
- 9.3 This Agreement may not be assigned to a successor entity as a result of an Ownership Change unless approved by Esri in writing in advance. If the assignment to the new entity is not approved, Licensee will require any successor entity to uninstall, remove, and destroy the Products, and this Agreement will terminate upon such Ownership Change.

## ARCGIS PRODUCT LIFECYCLE SUPPORT POLICY OVERVIEW

The ArcGIS Product Life Cycle Support Policy provides customers with information regarding the level of technical and software support Esri will provide customers during the lifespan of a software product. The ArcGIS Product Lifecycle is a progression of life cycle phases starting with the initial release of a new software product (or a new version of a software product) and ending with the retirement of that version of the product. Each phase of the life cycle includes specific, but different, technical and software support.

Product life cycles also vary by the type of product. For example, most on premise software products go through a four phase life cycle, whereas online products usually have a three phase life cycle, and content products usually just follow a two phase cycle.

The Product Lifecycle Phases are described below as well as the technical and software support that is provided for products during each phase of the product life cycle.

## ESRI PRODUCT LIFECYCLE POLICY

### Product Lifecycle Phases

There are generally four phases to the product lifecycle.

- General Availability
- Extended
- Mature
- Retired

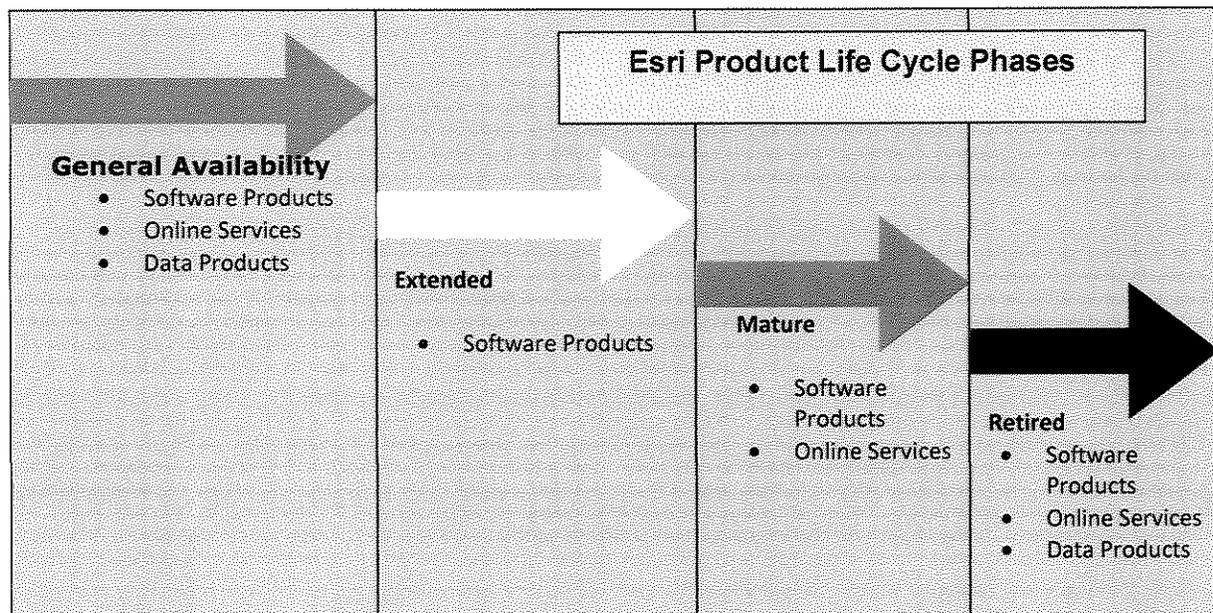
However, not all products will necessarily go through all four phases. For example,

- Software Products
  - Typically have four life cycle phases
  - Life cycle phases are calendar-based, in other words, each phase is exactly two years in duration
- Online Services Products
  - Typically have three life cycle phases
  - Life cycle phases are version-based, in other words, the product moves from one phase to the next when a new version of the product is released
- Data Products

- Typically have two life cycle phases
- Life cycle phases are version-based, in other words, the product moves from one phase to the next when a new version of the product is released

To review the life cycle for a specific product, please refer to the Product Life Cycle pages and select the product of interest. The Product Life Cycle Pages can be found at: <http://support.esri.com/en/content/productlifecycles>.

The chart below shows the four phases of the product life cycle.



### Calendar-based product life cycle

ArcGIS Software Products follow the calendar-based product life cycle. All calendar-based life cycle phases are two years in duration.

This means that every major release (version x.0) would start in the General Availability phase and would be in the General Availability phase for two years from the release date. At the end of two years, it would move into the Extended phase of the product life cycle.

Likewise, secondary version number releases (version x.x) would also start in the General Availability phase upon release and would stay in the General availability phase for two years before moving to the Extended phase.

However, tertiary version number releases (version x.x.x) would follow the life cycle of the major (or secondary) version number release that it follows. For

example, a version 5.0.1 release (a tertiary version number release) would be in the same life cycle phase as the 5.0 release (a major version number release), and thus the 5.0.1 release would move to the next life cycle phase synchronous with the 5.0 release.

The following is a hypothetical example of how the calendar-based approach to the product life cycle support process works:

Version	Release Date	General Support	Extended Support	Mature Support	Retired
<b>10.2.1</b>	Jan 7, 2014	Jan 2014 – July 2015	Aug 2015 – July 2017	Aug 2017 – July 2019	Aug 1, 2019
<b>10.2</b>	July 30, 2013	July 2013 – July 2015	Aug 2015 – July 2017	Aug 2017 – July 2019	Aug 1, 2019
<b>10.1</b>	June 11, 2012	June 2012 – Dec 2013	Jan 2014 – Dec 2015	Jan 2016 – Dec 2017	Jan 1, 2018
<b>10.0</b>	June 30, 2010	June 2010 – June 2012	July 2012 – Dec 2013	Jan 2014 – Dec 2015	Jan 1, 2016
<b>9.3.1</b>	April 2009	April 2009	June 2010	June 2012	Dec 2013

As mentioned, details about the life cycle for a particular product, please select the product on: <http://support.esri.com/en/content/productlifecycles>

## SOFTWARE PRODUCTS

Software Products generally go through all four lifecycle phases. Software and technical support for each phase is described below.

### General Availability Phase

For products in the General Availability phase, users can expect the following:

#### Software Support

- Software patches and hot fixes
  - Provided to customers to resolve significant issues discovered in the product release.
- New environment certification
  - When a major new version of an operating system, database, or web server is released during the General Availability phase of an

Esri product, Esri will test this new environment with the Esri software product in the General Availability release phase and provide test result information on the online resource center.

## Technical Support

- Phone and chat support
  - Available to customers, current on maintenance
    - In the USA: between 5:00 a.m. and 5:00 p.m. (PST) Monday through Friday to U.S. customers only.
    - Outside the USA: through an Esri International Distributor. Customers should contact their local distributors for support hours and options.
- Web Form
  - Support can be requested via Web Form 24/7.
- Online support resources
  - Access to knowledge base, supported environment, downloads, and community content, such as user forums, galleries, ArcGIS Ideas and wiki.GIS.com.

Users are encouraged to begin all new projects with Software Products in the General Availability lifecycle phase and move/upgrade existing applications to these products as soon as possible.

## Extended Phase

Once a product enters the Extended lifecycle phase, users can expect the following:

### Software Support

- Software patches and hot fixes
  - Provided to customers to resolve significant issues discovered in a product release.
- New environment certification
  - Esri will not certify major new versions of an operating system, database, or web server released during the Extended lifecycle phase of an Esri product. Customer may use Esri software products in the Extended lifecycle phase with new environments, but Esri does not guarantee that the product will work with these environments.

## Technical Support

- Phone and chat support

- Available to customers, current on maintenance
  - In the USA: between 5:00 a.m. and 5:00 p.m. (PST) Monday through Friday to U.S. customers only.
  - Outside the USA: through an Esri International Distributor. Customers should contact their local distributors for support hours and options.
- Web Form
  - Support can be requested via Web Form 24/7.
- Online support resources
  - Access to knowledge base, supported environment, downloads, and community content, such as user forums, galleries, ArcGIS Ideas and wiki.GIS.com.

Existing customers contemplating moving/upgrading their environment should also consider upgrading their Esri product to a version that is currently in the General Availability Phase. Customers with products in the Extended phase are encouraged to start planning their move/upgrade to a General Availability product as soon as possible.

## Mature Phase

Once a product enters the Mature phase, users can expect the following:

### Software Support

- Software patches and hot fixes
  - Esri will provide no further patches and hot fixes for products (including Service Packs) that have reached the Mature phase.
- New environment certification
  - Esri will not certify major new versions of an operating system, database, or web server released during the Mature lifecycle phase of an Esri product. Customer may use Esri software products in the Mature lifecycle phase with new environments, but Esri does not guarantee that the product will work with these environments.

### Technical Support

- Phone and chat support
  - Available to customers, current on maintenance
    - In the USA: between 5:00 a.m. and 5:00 p.m. (PST) Monday through Friday to U.S. customers only.
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- Web Form
  - Support can be requested via Web Form 24/7.

- Online support resources
  - Access to knowledge base, supported environment, downloads, and community content, such as user forums, galleries, ArcGIS Ideas and wiki.GIS.com.

Customers with products in the Mature phase should be actively upgrading their applications to General Availability products.

## Retired Phase

Once a product enters the Retired phase, the product will **no longer be available for purchase** and users can expect the following:

### Software Support

- Software patches or hot fixes
  - Not available
- New environment certification
  - Not available

### Technical Support

- Phone and chat support
  - Not available
- Web Form
  - Not available
- Online support resources
  - Access to very limited support will be provided through the online support center including knowledge base, supported environment, downloads, and discussion forums.
  - Although the online information will remain available to users, this information will not be updated for retired products. Users, however, will be able to browse existing documents.

Customers with products in the Retired phase should be actively upgrading their applications to General Availability products.

## ONLINE SERVICES LIFECYCLE

Online Services Lifecycle generally have only three lifecycle phases. Software and technical support for each phase is described below.

### General Availability Phase

For Online Services products in the General Availability phase, users can expect the following:

#### Online Service Support

- Online Services
  - Actively maintained and updated
- New environment certification
  - When a new version of ArcGIS is released during the General Availability phase, Esri will test this new release with the General Availability Online Services and provide test result information on the online resource center.
- Customers will be notified at least six months in advance before any Online Services are moved to the Extended phase.

#### Technical Support

- Phone and chat support
  - Available to customers, with a current subscription
    - In the USA: between 5:00 a.m. and 5:00 p.m. (PST) Monday through Friday to U.S. customers only.
    - Outside the USA: through an Esri International Distributor. Customers should contact their local distributors for support hours and options.
- Web Form
  - Support can be requested via Web Form 24/7.
- Online support resources
  - Access to knowledge base, supported environment, downloads, and community content, such as user forums, galleries, ArcGIS Ideas and wiki.GIS.com.

### Mature Phase

Once a product enters the Mature phase, users can expect the following:

#### Online Service Support

- Online Services
  - Will continue to be available
  - Will not maintained or updated
- New environment certification
  - When a new version of ArcGIS is released during the General Availability phase, Esri will not test this new release with the Mature Phase Online Services.
- Customers will be notified at least six months in advance before any Online Services are moved to the Mature phase.

## Technical Support

- Phone and chat support
  - Available to customers, with a current subscription
    - In the USA: between 5:00 a.m. and 5:00 p.m. (PST) Monday through Friday to U.S. customers only.
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- Web Form
  - Support can be requested via Web Form 24/7.
- Online support resources
  - Access to knowledge base, supported environment, downloads, and community content, such as user forums, galleries, ArcGIS Ideas and wiki.GIS.com.

Customers can continue to use Online Services during the Mature lifecycle phase, but are encouraged to start planning their move/upgrade to a General Availability Online Service(s) as soon as possible.

## Retired Phase

Services have been removed from ArcGIS Online, and the services are no longer available or supported.

## Online Service Support

- Online Service
  - Will no longer be available
- If reasonable under the circumstances, customers will be notified at least three months in advance before any Online Services are moved to the Retired phase.

## Technical Support

- Phone and chat support
  - Not available
- Web Form
  - Not available
- Online support resources
  - Access to very limited support will be provided through the online support center including knowledge base, supported environment, downloads, and discussion forums.
  - Although the online information will remain available to users, this information will not be updated for retired products. Users, however, will be able to browse existing documents.

## DATA PRODUCTS

Data Products generally have only two lifecycle phases. Software and technical support for each phase is described below.

### General Availability Phase

For products in the General Availability phase, users can expect the following:

#### Data Support

- Data updates
  - Availability of updates is determined by the update program offered for each data product. Check the data product information page for details.

#### Technical Support

- Phone and chat support
  - Available to customers, with a current subscription
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- Web Form
  - Support can be requested via Web Form 24/7.
- Online support resources

- Access to knowledge base, supported environment, downloads, and community content, such as user forums, galleries, ArcGIS Ideas and wiki.GIS.com.

## Retired Phase

A data product is in the Retired phase three months after the general availability of a new version unless otherwise stated.

Once a product enters the Retired phase, the product will no longer be available for purchase and users can expect the following:

### Data Support

1. Data updates
  - a. Customer can upgrade to the General Availability product.

### Technical Support

2. Phone and chat support
  - a. Not available
3. Web Form
  - a. Not available
4. Online support resources
  - a. Access to very limited support will be provided through the online support center including knowledge base, supported environment, downloads, and discussion forums.
  - b. Although the online information will remain available to users, this information will not be updated for retired products. Users, however, will be able to browse existing documents.
5. Customers with products in the Retired phase should be actively upgrading their applications to General Availability products.

## TRANSITION ANNOUNCEMENTS

Esri will announce product life cycle support transitions on its [Product Life Cycle pages](#). Esri may also announce transitions outside of a specific release event.

## LIFE CYCLE SUPPORT STATUS FOR ESRI PRODUCTS

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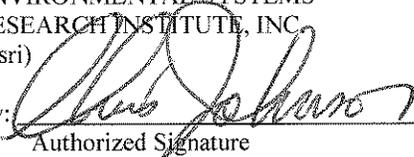
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**EXHIBIT 1  
SCOPE OF USE  
(E300 04/11/2016)**

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**ADDENDUM 1  
SOFTWARE TERMS OF USE  
(E300-1)**

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<p><b>Desktop Products</b></p> <ul style="list-style-type: none"> <li>▪ ArcGIS for Desktop (Advanced, Standard, or Basic) (26; Addendum 2, Note 1; Addendum 2, Note 6)</li> <li>▪ ArcGIS Earth (65; Addendum 2, Note 1)</li> <li>▪ ArcGIS Explorer Desktop (20; Addendum 2, Note 1)</li> <li>▪ ArcGIS for AutoCAD (20)</li> <li>▪ ArcPad (12; 13; Addendum 2, Note 1; Addendum 2, Note 2)</li> <li>▪ ArcReader (20; Addendum 2, Note 1)</li> <li>▪ Esri Business Analyst (Addendum 2, Note 1; Addendum 2, Note 4)</li> <li>▪ ArcGIS for Windows Mobile (15; 54; Addendum 2, Note 1)</li> <li>▪ ArcGIS for iOS; ArcGIS for Windows Phone; ArcGIS for Android (Addendum 2, Note 1)</li> <li>▪ ArcGIS for Personal Use (3; Addendum 2, Note 1)</li> </ul> <p><b>Server Products</b></p> <ul style="list-style-type: none"> <li>▪ ArcGIS for Server               <ul style="list-style-type: none"> <li>– Workgroup (28; 29; 30; 32; 38; 39; Addendum 2, Note 1; Addendum 2, Note 6)</li> <li>– Enterprise (31; 38; 39; Addendum 2, Note 1; Addendum 2, Note 6)</li> <li>– with Virtual Cloud Infrastructure (10; Addendum 3—Common Terms)</li> </ul> </li> <li>▪ ArcGIS for Server Extension               <ul style="list-style-type: none"> <li>– ArcGIS for INSPIRE (Addendum 2, Note 1)</li> <li>– ArcGIS for Maritime: Server (2)</li> </ul> </li> <li>▪ Esri Business Analyst for Server               <ul style="list-style-type: none"> <li>– Workgroup (28; 29; 30; 31; 39; Addendum 2, Note 1; Addendum 2, Note 4)</li> <li>– Enterprise (31; 39; Addendum 2, Note 1; Addendum 2, Note 4)</li> </ul> </li> <li>▪ Portal for ArcGIS (21; 31; Addendum 2, Note 1)</li> <li>▪ Esri Tracking Server (31)</li> </ul>	<p><b>Developer Tools</b></p> <ul style="list-style-type: none"> <li>▪ AppStudio for ArcGIS Standard (11, 16, 19)</li> <li>▪ ArcGIS Runtime SDK for Android, iOS, Java, Mac OS X, Microsoft .NET Framework (Windows [desktop], Windows Phone, Windows Store), Qt, or WPF (16; 19; Addendum 2, Note 1)</li> <li>▪ ArcGIS Runtime Standard Level for Android, iOS, Java, Mac OS X, Microsoft .NET Framework (Windows [desktop], Windows Phone, Windows Store), Qt, or WPF (15; 18; Addendum 2, Note 1)</li> <li>▪ ArcGIS Engine Developer Kit and Extensions (16, 19; 22, 26)</li> <li>▪ ArcGIS Engine for Windows/Linux and Extensions (15; 22; 26; Addendum 2, Note 1; Addendum 2, Note 6)</li> <li>▪ ArcGIS Web Mapping (including ArcGIS API for JavaScript/HTML5, ArcGIS API for Flex, ArcGIS API for Microsoft Silverlight) (15; 16; 64; 66; Addendum 2, Note 1)</li> <li>▪ Esri Business Analyst Server Developer (Addendum 2, Note 1; Addendum 2, Note 4)</li> <li>▪ Esri Developer Network (EDN) Software and Data (24; 26; Addendum 2, Note 6)</li> <li>▪ Esri File Geodatabase API (47)</li> </ul> <p><b>Bundled Products</b></p> <ul style="list-style-type: none"> <li>▪ ArcGIS for Transportation Analytics (1; Addendum 2, Note 1; Addendum 2, Note 2; Addendum 2, Note 11)</li> </ul> <p><b>Other</b></p> <ul style="list-style-type: none"> <li>▪ Navigator for ArcGIS (14)</li> </ul>
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Notes:

- If you do not license any of the Products in the table above, these additional terms of use do not apply to you.
- Additional terms of use for Products ONLY APPLY to the Products that reference them by number in the table above.
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11. Applications built with AppStudio for ArcGIS Standard are subject to the terms of use for ArcGIS Runtime Standard Level.
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26. An ArcSDE Personal Edition geodatabase is restricted to ten (10) gigabytes of Licensee's data.
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28. Use is limited to ten (10) concurrent end users of applications other than ArcGIS for Server applications. This restriction includes use of ArcGIS for Desktop Software, ArcGIS Engine Software, and third-party applications that connect directly to any ArcGIS for Server geodatabase. There are no limitations on the number of connections from web applications.
29. Software can only be used with a supported version of SQL Server Express. Supported versions are listed with the system requirements for the product on the Esri website.
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38. The ArcGIS 3D Analyst for Server extension included with ArcGIS for Server Standard (Workgroup or Enterprise) may be used only for generating globe data cache(s) or publishing a globe document as an ArcGIS Globe Service. No other use of the ArcGIS 3D Analyst for Server extension Software is permitted with ArcGIS for Server Standard.
39. Any editing functionality included with ArcGIS for Server is not permitted for use with ArcGIS for Server Basic (Workgroup or Enterprise).
- 40–46. Reserved.
47. Licensee may develop and distribute Value-Added Applications that use Esri File Geodatabase API to Licensee's end users.
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54. ArcGIS for Windows Mobile Deployments are licensed for use with ArcGIS for Server Enterprise (Advanced or Standard), ArcGIS for Server Workgroup (Advanced), ArcGIS for Desktop (Advanced, Standard, Basic), and ArcGIS Engine Value-Added Applications.
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66. For desktop applications, each license is per organization. For the purposes of this license, *organization* is equivalent to a principal registered unique domain identifier. *Domain* is the Internet domain name registered with a domain name registrar. For instance, in *example.com*, *example.com* is the registered unique domain identifier. Similarly, in *example.com.xx*, where *xx* is a registered country code, *example.com.xx* is the registered unique domain identifier. Desktop applications can be used by any employee of the organization with the principal registered unique domain identifier. There is no limit to the number of applications that can be built and deployed within an organization.

**ADDENDUM 2  
DATA TERMS OF USE  
(E300-2)**

This Data Terms of Use Addendum ("Addendum 2") sets forth the terms of Licensee's use of Data and includes the General License Terms and Conditions of the License Agreement, which is incorporated by reference. This Addendum 2 takes precedence over conflicting General License Terms and Conditions of the License Agreement. Esri reserves the right to modify the Data terms of use referenced below at any time. For Data licensed through a subscription, Licensee may cancel the subscription upon written notice to Esri or discontinue use of the Data, as applicable. If Licensee continues to use the Data, Licensee will be deemed to have accepted the modification. Data terms of use are set forth in the notes referenced below:

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<ul style="list-style-type: none"> <li>▪ ArcGIS Online Data (1)</li> <li>▪ StreetMap Premium for ArcGIS (2)</li> <li>▪ StreetMap for Windows Mobile (2)</li> <li>▪ StreetMap for ArcPad (2)</li> <li>▪ StreetMap Premium for ArcGIS for Transportation Analytics (2; Addendum 1, Note 1)</li> <li>▪ HERE Traffic Data (11; Addendum 1, Note 1)</li> <li>▪ Data Appliance for ArcGIS (3)</li> </ul>	<ul style="list-style-type: none"> <li>▪ Business Analyst Data (4, 10)</li> <li>▪ Demographic, Consumer, and Business Data ("Esri Data") (5, 10)</li> <li>▪ Data and Maps for ArcGIS (6)</li> <li>▪ Esri MapStudio Data (9)</li> <li>▪ World Geocoder for ArcGIS Basic (7)</li> </ul>
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Notes:

- If you do not license any of the Products in the table above, these additional terms of use do not apply to you.
- Additional terms of use for Products ONLY APPLY to the Products that reference them, by number, in the table above.

Additional Terms of Use for Products listed above:

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- b. Basemap data is subject to an aggregate limit of fifty million (50,000,000) transactions during any twelve (12)-month period. Transactions include both basemap data and geocode search transactions. One basemap data transaction is equivalent to eight 256x256 tile requests. One geocode search transaction is equivalent to one address

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9. *MapStudio Data*: Use of this Data is subject to the following terms and conditions:

- a. HERE data is subject to the terms of use at <http://www.esri.com/supplierterms-HERE>.
- b. Tele Atlas/TomTom data is subject to the terms of use at [http://www.esri.com/~media/Files/Pdfs/legal/pdfs/j9792-teleatlas\\_use\\_data.pdf](http://www.esri.com/~media/Files/Pdfs/legal/pdfs/j9792-teleatlas_use_data.pdf).

- c. Data from i-cubed is subject to the terms of use at <http://www.esri.com/~media/Files/Pdfs/legal/pdfs/j9946-icubed.pdf>.
  - d. D&B Data: May not be used for direct mailing or direct marketing purposes.
10. Licensee may include Data in hard-copy or read-only format ("Outputs") in presentation packages, marketing studies, or other reports or documents prepared for third parties. Licensee shall not resell or otherwise externally distribute Outputs in stand-alone form.
11. *ArcGIS for Transportation Analytics—HERE traffic data option*: This online data service is available as an option for use exclusively with ArcGIS for Transportation Analytics. Use of this data is subject to the following terms and conditions:
- a. HERE traffic data is subject to the terms of use at <http://www.esri.com/supplierterms-HERE>.
  - b. No automatic routing or rerouting based on traffic conditions is permitted without the Navigation add-on.
  - c. HERE traffic data may not be archived and may be delivered only for end users' personal, near-term use, not to exceed one (1) twenty-four (24)-hour period.
  - d. HERE traffic data may not be used to display or broadcast in any FM/AM/HD radio broadcast or television broadcast **or through any RDS delivery method**.
  - e. HERE traffic data may not be used with or incorporated into any traffic system that provides voice traffic reports to inbound callers.
  - f. HERE traffic data may not be used to develop or commercially make available a text-to-voice e-mail alert or message or voice mail application using any portion of HERE traffic data.

**ADDENDUM 3  
ONLINE SERVICES ADDENDUM  
(E300-3)**

This Online Services Addendum ("Addendum 3") sets forth the terms of Licensee's use of Online Services and includes the General License Terms and Conditions of the License Agreement, which is incorporated by reference. This Addendum 3 takes precedence over conflicting General License Terms and Conditions of the License Agreement. Esri reserves the right to update the terms from time to time. Section 1 of this Addendum 3 contains terms applicable to all Online Services; Section 2 contains common terms applicable to specific Online Services.

**SECTION 1—COMMON TERMS OF USE OF ONLINE SERVICES**

**ARTICLE 1—DEFINITIONS**

In addition to the definitions provided in the License Agreement, the following definitions apply to this Addendum 3:

- a. "Anonymous Users" refers to anyone who has public access to any part of the Licensee's Content or Value-Added Applications, which Licensee has published through the use of the Sharing Tools, included with Licensee's licensed use of the Software or Online Services, as further described in Section 2 of this Addendum.
- b. "API" means application programming interface.
- c. "App Login Credential" means a system-generated application login and associated password, provided by registering a Value-Added Application with ArcGIS Online, which can be embedded in a Value-Added Application to enable the Value-Added Application to access and use Online Services.
- d. "ArcGIS Website" means <http://www.arcgis.com> and any related or successor websites.
- e. "Content" means data, images, photographs, animations, video, audio, text, maps, databases, data models, spreadsheets, user interfaces, software applications, and Developer Tools.
- f. "Developer Tools" means software development kits (SDKs), APIs, software libraries, code samples, and other resources.
- g. "Licensee's Content" means any Content that Licensee, a Licensee's Named User, or any other user submits to Esri in connection with Licensee's use of the Online Services, any results derived from the use of Licensee's Content with Online Services, and any Value-Added Applications Licensee builds with Developer Tools and deploys with Online Services. Licensee's Content excludes any feedback, suggestions, or requests for Product improvements that Licensee provides to Esri.
- h. "Named User" means Licensee's employee, agent, consultant or contractor to whom Licensee has assigned a unique, secure named user login credential that enables access to a Product that requires such credential in order to use credential-managed capabilities within a Product for Licensee's exclusive benefit. For educational use, Named Users may include registered students.
- i. "Online Content" means Content hosted or provided by Esri as part of Online Services, including any Map Services, Task Services, Image Services and excluding Content provided by third parties that Licensee accesses through Online Services.
- j. "Service Components" means each of the following: Online Services, Online Content, ArcGIS Website, Developer Tools, Documentation, or related materials.
- k. "Sharing Tools" means publishing capabilities included with Online Services and ArcGIS Website that allow Licensee to make Licensee's Content and Value-Added Applications available to third parties and/or Anonymous Users.
- l. "Value-Added Application" means an application developed by Licensee for use in conjunction with the authorized use of any Software, Data, or Online Services.
- m. "Web Services" as used under Licensee's existing signed license agreement, if any, means Online Services and any Content delivered by such Online Services.

**ARTICLE 2—USE OF ONLINE SERVICES**

**2.1 License to Online Services.** Esri grants Licensee a personal, nonexclusive, nontransferable, worldwide license to access and use Online Services as set forth in the applicable Ordering Documents (i) for which the applicable license fees have been paid (if required), (ii) for Licensee's own internal use by Licensee and Licensee's Named Users or Anonymous Users (if applicable), and (iii) in accordance with this License Agreement and the licensed configuration on file as authorized by Esri.

**2.2 Provision of Subscription Online Services.** For subscription Online Services, Esri will

- a. Provide Online Services to Licensee in accordance with the Documentation;
- b. Provide customer support in accordance with Esri's standard customer support policies and any additional support Licensee may purchase; and
- c. Use commercially reasonable efforts to ensure that Online Services will not transmit to Licensee any Malicious Code, provided Esri is not responsible for Malicious Code that was introduced to Online Services through Licensee's account or through third-party Content.

**2.3 Licensee's Responsibilities.**

- a. Licensee shall be responsible for Named Users' compliance with this Agreement. Licensee and Licensee's Named Users or Anonymous Users (if applicable) are the only persons authorized to access Online Services through Licensee's accounts. Named Users' login credentials are for designated Named Users only and may not be shared among multiple individuals. Named Users' login credentials may be reassigned to new Named Users if the former users no longer require access to Online Services.
- b. Licensee and Licensee's Named Users are responsible for maintaining the confidentiality of Authorization Codes, Access Codes, Named Users' login credentials, or any other method that is provided that enables access to Online Services and for ensuring that unauthorized third parties do not access Licensee's account. Licensee will immediately notify Esri if Licensee becomes aware of any unauthorized use of Licensee's account or any other breach of security.
- c. Licensee is solely responsible for the development and operation of Licensee's Content and Value-Added Applications and the manner in which it chooses to allow or provide use, access, transfer, transmission, maintenance, or processing ability to or by others, including any use and access to Products, and any subsequent end user, end use, and destination restrictions issued by the US government and other governments.

**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 that is Covered Defense information (CDI) 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.

**2.5 Evaluations.** Esri may provide licenses to use certain Services for Licensee's internal evaluation purposes. Such licenses continue until the stated evaluation period expires or until Licensee purchases a subscription, whichever occurs first. IF LICENSEE DOES NOT CONVERT LICENSEE'S EVALUATION LICENSE TO A SUBSCRIPTION PRIOR TO EXPIRATION OF THE EVALUATION TERM, ANY CONTENT AND CUSTOMIZATIONS THAT LICENSEE UPLOADED OR MADE DURING THE EVALUATION TERM WILL BE PERMANENTLY LOST. IF LICENSEE DOES NOT WISH TO PURCHASE A SUBSCRIPTION, LICENSEE MUST EXPORT SUCH CONTENT BEFORE THE END OF LICENSEE'S EVALUATION PERIOD.

**2.6 Modifications of Online Services.** Esri reserves the right to alter or modify Online Service(s) and related APIs at any time. If reasonable under the circumstances, Esri will provide thirty (30) days' prior notice of any material alterations.

**2.7 Discontinuation or Deprecation of Online Services.** Esri reserves the right to discontinue or deprecate an Online Service(s) and related API(s) at any time. If reasonable under the circumstances, Esri will provide ninety (90) days' prior notice of any Online Service discontinuation or deprecation. Esri will attempt to support any deprecated APIs for up to six (6) months, unless there are legal, financial, or technological reasons not to support them.

**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.

**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.

### ARTICLE 3—TERM AND TERMINATION

The following supplements Article 5—Term and Termination of the License Agreement:

**3.1 Term of Subscriptions.** The term of any subscription will be provided in the Ordering Document under which it is purchased or in the Online Services description referenced therein.

**3.2 Subscription Rate Changes.** Monthly subscription rates may be increased upon thirty (30) days' notice. Esri may increase rates for subscriptions with a term greater than one (1) month by notifying Licensee at least sixty (60) days prior to expiration of the then-current subscription term.

**3.3 Service Interruption** 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.

**3.4 Service Suspension.** Esri 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 determines 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.

**3.5** Esri is not responsible for any damage, liabilities, losses (including any loss of data or profits), or any other consequences that Licensee or any Licensee customer may incur as a result of any Service Interruption or Service Suspension.

### ARTICLE 4—LICENSEE'S CONTENT, FEEDBACK

**4.1 Licensee's Content.** Licensee retains all right, title, and interest in Licensee's Content. Licensee hereby grants Esri and Esri's licensors a nonexclusive, nontransferable, worldwide right to host, run, and reproduce Licensee's Content solely for the purpose of enabling Licensee's use of Online Services. Without Licensee's permission, Esri will not access, use, or disclose Licensee's Content except as reasonably necessary to support Licensee's use of Online Services, respond to Licensee's requests for customer support, or troubleshoot Licensee's account or for any other purpose authorized by Licensee in writing.

If Licensee accesses Online Services with an application provided by a third party, Esri may disclose Licensee's Content to such third party as necessary to enable interoperation between the application, Online Services, and Licensee's Content. Esri may disclose Licensee's Content if required to do so by law or pursuant to the order of a court or other government body, in which case Esri will reasonably attempt to limit the scope of disclosure. It is Licensee's sole responsibility to ensure that Licensee's Content is suitable for use with Online Services and for maintaining regular offline backups using the Online Services export and download capabilities.

**4.2 Removal of Licensee's Content.** Licensee will provide information and/or other materials related to Licensee's Content as reasonably requested by Esri to verify Licensee's compliance with this License Agreement. Esri may remove or delete any portions of Licensee's Content if there is reason to believe that uploading it to, or using it with, Online Services violates this License Agreement. If reasonable under these circumstances, Esri will notify Licensee before Licensee's Content is removed. Esri will respond to any Digital Millennium Copyright Act take-down notices in accordance with Esri's Copyright Policy, available at [http://www.esri.com/legal/dmca\\_policy](http://www.esri.com/legal/dmca_policy).

**4.3 Sharing Licensee's Content.** If Licensee elects to share Licensee's Content using Sharing Tools, then Licensee acknowledges that it has enabled third parties to use, store, cache, copy, reproduce, (re)distribute, and (re)transmit Licensee's Content through Online Services. **ESRI IS NOT RESPONSIBLE FOR ANY LOSS, DELETION, MODIFICATION, OR DISCLOSURE OF LICENSEE'S CONTENT RESULTING FROM USE OR MISUSE OF SHARING TOOLS OR ANY OTHER SERVICE COMPONENTS. LICENSEE'S USE OF SHARING TOOLS IS AT LICENSEE'S SOLE RISK.**

**4.4 Retrieving Licensee's Content upon Termination.** Upon termination of the License Agreement or any trial, evaluation, or subscription, Esri will make Licensee's Content available to Licensee for download for a period of thirty (30) days unless Licensee requests a shorter window of availability or Esri is legally prohibited from doing so. Thereafter, Licensee's right to access or use Licensee's Content with Online Services will end, and Esri will have no further obligations to store or return Licensee's Content.

## **ARTICLE 5—LIMITS ON USE OF ONLINE SERVICES; SERVICE CREDITS**

Esri may establish limits on the Online Services available to Licensee. These limits may be controlled through Service Credits. Service Credits are used to measure the consumption of ArcGIS Online services made available through Licensee's account. The maximum Service Credits provided with Licensee's ArcGIS Online account will be addressed in the applicable Ordering Document. Esri will notify Licensee's account administrator when Licensee's Service Credit consumption reaches approximately seventy-five percent (75%) of the Service Credits allocated to Licensee through Licensee's subscription. Esri will notify Licensee's account administrator if Licensee's Service Credit consumption reaches or exceeds one hundred percent (100%). If Licensee's account exceeds one hundred percent (100%) of the available Service Credits, Licensee may continue to access its account; however, Licensee's access to services that consume Service Credits will be suspended. Licensee's access to the services that consume Service Credits will be restored immediately upon the completion of Licensee's purchase of additional Service Credits.

## **ARTICLE 6—ONLINE CONTENT; THIRD-PARTY CONTENT AND WEBSITES**

**6.1 Online Content.** ArcGIS Online Data is included as a component of Online Services and is licensed under the terms of the License Agreement.

**6.2 Third-Party Content and Websites.** Online Services and ArcGIS Website may reference or link to third-party websites or enable Licensee to access, view, use, and download third-party Content. This Agreement does not address Licensee's use of third-party Content, and Licensee may be required to agree to different or additional terms in order to use third-party Content. Esri does not control these websites and is not responsible for their operation, content, or availability; Licensee's use of any third-party websites and third-party Content is *as is*, without warranty, and at Licensee's sole risk. The presence of any links or references in Online Services to third-party websites and resources does not imply an endorsement, affiliation, or sponsorship of any kind.

**SECTION 2—TERMS OF USE FOR SPECIFIC ONLINE SERVICES**

The following table is a list of Esri Products that have specific terms of use in addition to the general terms of use as set forth in the General License Terms and Conditions of the License Agreement. Additional terms of use are listed immediately below this table and are referenced by number(s), shown in parentheses, immediately following each Product name in the following table (in some cases, the additional terms of use referenced may be found in a separate Addendum, as noted):

<ul style="list-style-type: none"> <li>▪ ArcGIS Online (1; 2; Addendum 2, Note 1; Addendum 2, Note 6)</li> <li>▪ Esri Business Analyst Online (3; Addendum 2, Note 1)</li> <li>▪ Esri Business Analyst Online Mobile (3; Addendum 2, Note 1)</li> <li>▪ Esri Community Analyst (3; Addendum 2, Note 1)</li> </ul>	<ul style="list-style-type: none"> <li>▪ Esri Redistricting Online (Addendum 2, Note 1)</li> <li>▪ Esri MapStudio (4; Addendum 2, Note 1; Addendum 2, Note 9)</li> <li>▪ Navigator for ArcGIS (Addendum 1, Note 14)</li> </ul>
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Notes:

- If you do not license any of the Products in the table above, these additional terms of use do not apply to you.
- Additional terms of use for Products ONLY APPLY to the Products that reference them by number in the table above.

Additional Terms of Use for Products listed above:

1. In addition to the common terms of use of Online Services:
  - a. Licensee may use Licensee's Esri Online Services account to build a Value-Added Application(s) for Licensee's internal use.
  - b. Licensee may also provide access to Licensee's Value-Added Application(s) to third parties, subject to the following terms:
    - i. Licensee may allow Anonymous Users to access Licensee's Value-Added Application(s).
    - ii. Licensee shall not add third parties as Named Users to Licensee's ArcGIS Online account for the purpose of allowing third parties to access Licensee's Value-Added Application(s). This restriction does not apply to third parties included within the definition of Named Users.
    - iii. Licensee shall not provide a third party with access to ArcGIS Online Services enabled through Licensee's ArcGIS Online account other than through Licensee's Value-Added Application(s). This restriction does not apply to third parties included within the definition of Named Users.
    - iv. Licensee is responsible for any fees accrued through the use of Licensee's ArcGIS Online account by third parties accessing Licensee's Value-Added Application(s). This includes Service Credits required to support third-party Online Services usage and any additional subscription fees for Online Services as required.
    - v. Licensee is solely responsible for providing technical support for Licensee's Value-Added Application(s).
    - vi. Licensee will restrict third-party use of Online Services as required by the terms of this Agreement.
    - vii. Licensee may not embed a Named User credential into a Value-Added Application. For ArcGIS Online for Organizations, Education, and Nongovernmental Organization/Nonprofit Organization (NGO/NPO) Plan accounts, an App Login Credential may only be embedded into Value-Added Applications that are used to provide public, anonymous access to ArcGIS Online. Licensee may not embed or use ArcGIS Online App Login Credentials in Value-Added Applications for internal use. Value-Added Applications used internally require Named User login credentials.
  - c. For ArcGIS Online ELA, ArcGIS Online for Organizations, and paid Developer Plan accounts:
    - i. Licensee is also permitted to
      - (1) Charge an additional fee to third parties to access Licensee's Value-Added Application(s), subject to the terms of this License Agreement; and

- (2) Transfer Licensee's Value-Added Application(s) to a third party's ArcGIS Online account, subject to the following:
  - (a) Licensee may charge third parties a fee for Licensee's Value-Added Application(s).
  - (b) Licensee is not obligated to provide technical support for the third party's general use of its ArcGIS Online account not related to Licensee's Value-Added Application(s).
  - (c) Licensee is not responsible for any fees accrued through the third party's use of Licensee's Value-Added Application(s) that have been transferred to or implemented on the third party's ArcGIS Online account.
  - (d) Licensee is not permitted to invite licensees of an ArcGIS Online Public Plan to participate in private groups. This restriction also applies to licensees of Education Plan accounts and NGO/NPO Plan accounts.
  
- d. For ArcGIS Online Public Plan accounts, Development and Testing Plan accounts, Education Plan accounts, and NGO/NPO use of ArcGIS Online for Organizations accounts: Licensee is not permitted to charge an additional fee to third parties to access Licensee's Value-Added Application(s) or generate more than incidental advertising revenue as a consequence of the deployment or use of the Value-Added Application(s). Charging a fee to access Licensee's Value-Added Application(s) or generating more than incidental advertising revenue requires an ArcGIS Online ELA, ArcGIS Online for Organizations, or paid Developer Plan account.
  
- e. For ArcGIS Online Public Plan accounts:
  - i. Public Plan accounts are licensed for the personal use of an individual. Any use of Public Plan accounts by an individual for the benefit of a for-profit business or a government agency is prohibited.
    - This restriction does not apply to educational institutions when used for teaching purposes only, qualified NGO/NPO organizations, and press or media organizations. Individuals affiliated with these specific types of organization are permitted to use ArcGIS Online Public Plan accounts for the benefit of their affiliated organization(s).
  - ii. Public Plan account Licensees are not permitted to create private groups or participate in any private group created by licensees of ArcGIS Online for Organizations, Education, NGO/NPO, or ELA Plans.
  
- f. For ArcGIS Online Development and Testing Plan accounts:
  - i. Subject to the terms of this License Agreement, Licensee is permitted to
    - (1) Allow third parties to access Licensee's Value-Added Application(s) powered by their Development and Testing Plan account, but only if the Value-Added Application(s) is published for public access and is not used for the benefit of a for-profit business or government agency.
      - This restriction does not apply to educational institutions when used for teaching purposes only, qualified NGO/NPO organizations, and press or media organizations. Individuals affiliated with these specific types of organizations are permitted to use ArcGIS Online Development and Testing Plan accounts for the benefit of their affiliated organization(s).
  - ii. Development and Testing Plan account licensees are not permitted to create private groups or participate in any private group created by licensees of ArcGIS Online for Organizations, Education, NGO/NPO, or ELA Plans.
  
- g. For ArcGIS Online paid Developer Plan accounts or Development and Testing Plan accounts:
  - i. Licensee is limited to one million (1,000,000) basemap and one million (1,000,000) geosearch Transactions per month in conjunction with Licensee's account. Transactions include both basemap data and geocode search transactions. One basemap data transaction is equivalent to eight 256x256 tile requests. One geocode search transaction is equivalent to one address or place. If the results are stored in any manner such as after batch

geocoding, the stored results are not counted towards the transaction limit. However, storage does consume service credits.

- h. Licensee is not permitted to be the licensee of an ArcGIS Online account for or on behalf of a third party.
  - This restriction does not apply to education institutions that are permitted to be licensees of ArcGIS Online Public Plan accounts on behalf of registered students of the education institution for teaching purposes only. Education institutions are also permitted to provide access to a single ArcGIS Online Public Plan account to more than one (1) registered student when used for teaching purposes only.
- i. The terms "Online ELA account," "Organizations Plan account," "Developer Plan account," "Public Plan account," "Development and Testing Plan account," and "Education Plan account" refer to different types of ArcGIS Online accounts.

2. Terms of Use for ArcGIS Online Services:

- a. World Geocoding Service: Licensee may not store the geocoded results generated by the service without an ArcGIS Online account.
  - b. Infographics Service: Licensee may use the data accessible through this service for display purposes only. Licensee is prohibited from saving any data accessible through this service.
3. Licensee may not display or post any combination of more than one hundred (100) Esri Business Analyst Online or Esri Community Analyst Reports and maps on Licensee's external websites.
4. Licensee may create, publicly display, and distribute maps in hard copy and static electronic format for news-reporting purposes, subject to any restrictions for ArcGIS Online Data set forth in Addendum 2, Note 1.

**ADDENDUM 4**  
**LIMITED USE PROGRAMS**  
**(E300-4)**

This Limited Use Programs Addendum ("Addendum 4") applies to any Licensee that has been qualified by Esri or its authorized distributor to participate in any of the programs described herein. This Addendum 4 includes the General License Terms and Conditions of the License Agreement, which is incorporated by reference. This Addendum 4 takes precedence over conflicting terms of the License Agreement. Esri reserves the right to update the terms from time to time.

<ul style="list-style-type: none"><li>▪ Educational Programs (1)</li><li>▪ Grant Programs (2)</li></ul>	<ul style="list-style-type: none"><li>▪ Other Esri Limited Use Programs (3)</li></ul>
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Notes

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 unless Licensee has acquired an 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.
2. *Grant Programs*: Licensee may use Products only for Noncommercial purposes. Except for cost recovery of using and operating the Products, Licensee shall not use Products for revenue-generating or for-profit purposes.
3. *Other Esri Limited Use Programs*: If Licensee acquires Products under any limited use program not listed above, Licensee's use of the Products may be subject to the terms set forth in the applicable launching page or enrollment form or as described on Esri's website in addition to the nonconflicting terms of this Addendum 4. All such program terms are incorporated herein by reference.

HERE

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Supplier requirements for HLP Developers

Imprint/Impressum

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Supplier Terms Applicable to Location Content

The following terms apply to the location content specified below to the extent that such content is made accessible for use in

the application, product and/or service which you are using.

For purposes of the following:

- References to “you” shall mean the individual person or representative of an entity accessing the application, product

and/or service in which location content is made accessible for use.

Map Data

The base map data that is made accessible for use in the application, product and/or service which you are using is subject to the

following copyright notices:

Data for countries in the America, the Middle East, Europe, Russia, Africa and/or Asia Pacific: © 1987-2014 HERE.

The following terms shall apply to the use of map data for the countries specified below to the extent that the application, product

and/or service which you are using includes map data for each respective country:

North America Territory

Area	Additional Provisions
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Licensee shall not use the Dynamap®/Municipal Boundaries product to create or derive applications which are used by third parties for the purpose of tariff or tax rate determination for a particular address or range of addresses.
14. In addition to the provisions described above, the following terms apply if Licensee accesses Tele Atlas MultiNet™ Premium Points of Interest or Tele Atlas® Dynamap® Premium Points of Interest (the "POI Data"):
  - a. *No Creation of Mailing Lists.* Licensee is prohibited from using the POI Data (i) to create mailing lists or (ii) for other such similar uses.
  - b. *Compliance.* Licensee will use the POI Data in compliance with all applicable federal, state, and local laws, rules, and regulations.
  - c. *Indemnification.* Licensee shall indemnify and hold infoUSA, Inc., harmless from and against all third party claims or liability which are based in whole or in part of the users failure to comply with such laws, rules, and regulations or which result from the use of the POI Data through the EULA.
  - d. *Warranty.* In addition to the Warranties contained in the EULA, Licensee understands that the POI Licensed Product is licensed on an "AS IS" basis without guarantee, and there are no other warranties made, express or implied, including, without limitation, any express or implied warranties of merchantability or fitness for a particular purpose.
  - e. *POI Licensed Product Segregation.* Licensee is prohibited from combining or merging in the same file or database the POI Data with any other POI data. The POI Data shall be maintained in such a way that they are separately identifiable from all other POI data at all times.
  - f. Licensee may only use the POI Data in conjunction with maps generated by TANA data.
  - g. Licensee's search functions shall be limited to city, state, ZIP Code, or radius within a particular geography and therefore business searches without a geographic component within North America are not permitted.
  - h. Licensee may not display ZIP Codes generated from the POI Data.
  - i. Licensee may only display up to ten (10) records per page.
  - j. Licensee may not generate more than five million (5,000,000) page views per month.

## **B. Additional Restrictions for Specific Products or Countries**

1. *Additional Provisions with Respect to the Tele Atlas MultiNet® Data of Denmark Only.* Licensee is prohibited from using the Tele Atlas MultiNet® data of Denmark to create maps within telephone books or other products similar to telephone books (e.g. directories), including such products in digital form.

**C. Application Specific.** The following additional terms shall apply:

Regarding Navigation Products (means software products and/or on-demand services which enable a Licensee to select a destination and receive instructions on how to get to that destination based on the position of Licensee and/or the movement of Licensee during the journey and utilizing the Data to determine a route, where such Data are contained within a device in the case of a software product, and/or accessed remotely by a device in the case of an on-demand service. Where the software product utilizes Data supplied separately by Esri, then the Navigation Products shall include the data pack (means the Data supplied separately by Esri which are to be used with a software product and which is capable of being used with a device).

1. The Navigation Product cannot be used to generate paper plots larger than A4 (625 cm2);
2. The Navigation Product shall be restricted to Licensee's use only;
3. Paper plots generated from a Navigation Product shall be restricted to Licensee's use with no right to transfer the same to third parties; and
4. No printing is permitted.

**D. Specific Restrictions for Internet Use**

**1. Searches by Name or Reverse-Searches by Telephone Number**

- a. The Value-Added Package may provide information as a result of any search by any End User that includes a business name or telephone number. Nationwide searches and statewide searches within a business category shall be limited by amount, geography, or both.
- b. In response to a search by name or phone number, the Value-Added Package will display a "Page" of listings of businesses with the same or similar names which show name, street address, city, state, phone number, and infoUSA number (no ZIP code). Each such listing on that Page is hereinafter referred to as a "Listing." An End User may click on a Listing (displayed without ZIP code) in order to view a Page showing a single record that includes a ZIP code. Each such record is hereinafter referred to as a "Record."
- c. No Page shall show more than ten (10) Listings and no more than five (5) Pages shall be displayed in a single search session.
- d. Licensee shall not download or print more than fifty (50) Listings in sequence.
- e. Other than as is necessary for Licensee to access and view infoUSA data as described and intended herein, Licensee shall not download or print more than fifty (50) Listings in sequence.

**2. Searches by Business Category**

- a. The Value-Added Package may limit information resulting from an End Users search to one (1) business category or one (1) geographical location. Nationwide searches and statewide searches within a business category shall be limited by amount, geography, or both.
- b. In response to a search by a business category, the Value-Added Package will display a Page of listings of businesses which show business name, street address, city, state, phone number and infoUSA number (no ZIP code). Each such listing is hereinafter referred to as a "Listing." An End User may click on a Listing (displayed without ZIP code) in order to view one business record on a Page which includes ZIP code. Each such record is hereinafter referred to as a "Record."
- c. No Page shall show more than ten (10) Listings and no more than five (5) Pages shall be displayed in a single search session.
- d. Licensee shall not download or print more than fifty (50) Listings in sequence.
- e. Other than as is necessary for Developers and End Users to access and view infoUSA data as described and intended herein, Licensee shall not download or print more than fifty (50) Listings in sequence.



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- In the first instance, please contact BODC ([enquiries@bodc.ac.uk](mailto:enquiries@bodc.ac.uk)) and include a clear statement of the purpose for which the material will be used and the manner in which it will be produced.

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- Reference for the GEBCO\_2014 Grid: 'The GEBCO\_2014 Grid, [www.gebco.net](http://www.gebco.net)'
- Reference for the GEBCO One Minute Grid: 'The GEBCO One Minute Grid, version 2.0'
- For non-GEBCO material, such as the land data from the SRTM30 data set, the acknowledgement should include reference to the original source material.

### Disclaimer

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Data used in the creation of GEBCO's gridded data sets has been obtained from sources believed to be reliable. While every effort has been made to ensure reliability within the limits of present knowledge, the accuracy and completeness of GEBCO's gridded data sets cannot be guaranteed. No responsibility

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User should be aware that GEBCO's grids are deep ocean products (based on trackline data from many different sources of varying quality and coverage) and do not include detailed bathymetry for shallow shelf waters. Even to the present day, most of the world's oceans have not been fully surveyed and, for the most part, bathymetric mapping is an interpretation based on random tracklines of data from many different sources. The quality and coverage of the data from these sources is highly variable. Although GEBCO's grids are presented at 30 arc-second and one arc-minute intervals of latitude and longitude, this does not imply that knowledge is available on sea floor depth at this resolution - the depth in most 30 arc-second squares of the world's oceans has yet to be measured. Users are advised to consult the accompanying data set documentation before using the data sets.

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## Esri Legal Information

# Digital Millennium Copyright Act Policy

### Digital Millennium Copyright Act

Esri's policy is to respond to clear notices of alleged copyright infringement. This page describes the information that should be present in these notices. It is designed to make submitting notices of alleged infringement to Esri as straightforward as possible while reducing the number of notices that we receive that are fraudulent or difficult to understand or verify. The form of notice specified below is consistent with the form suggested by the United States Digital Millennium Copyright Act (the text of which can be found at the U.S. Copyright Office Web site, <http://www.copyright.gov>), but Esri will respond to notices of this form from other jurisdictions as well.

Regardless of whether Esri may be liable for such infringement under local country law or United States law, Esri's response to these notices may include removing or disabling access to material claimed to be the subject of infringing activity and/or terminating subscribers. If Esri removes or disable access in response to such a notice, Esri will make a good-faith attempt to contact the owner or administrator of the affected site or content so that they may make a counter notification. Esri may also document notices of alleged infringement on which we act.

- [Infringement Notification](#)
- [Counter Notification](#)
- [Account Termination](#)

### Infringement Notification for Allegedly Infringing Materials

To file a notice of infringement with Esri, you must provide a written communication (by fax or regular mail -- not by email, except by prior agreement) that sets forth the items specified below. Please note that you will be liable for damages (including costs and attorneys' fees) if you materially misrepresent that any content or activity is infringing your copyrights. Accordingly, if you are not sure whether material available online infringes your copyright, Esri suggests that you first contact an attorney.

To expedite Esri's ability to process your request, please use the following format (including section numbers):

1. Identify in sufficient detail the copyrighted work that you believe has been infringed upon.

2. Identify the material that you claim is infringing the copyrighted work listed in item #1 above.

**NOTE:** FOR WEB SEARCH, YOU MUST IDENTIFY EACH SEARCH RESULT THAT DIRECTLY LINKS TO A WEB PAGE THAT ALLEGEDLY CONTAINS INFRINGING MATERIAL. This requires you to provide (a) the search query that you used, and (b) the URL for each allegedly infringing search result.

3. Provide information reasonably sufficient to permit Esri to contact you (email address is preferred).
4. Provide information, if possible, sufficient to permit Esri to notify the owner/administrator of the allegedly infringing Web page or other content (email address is preferred).
5. Include the following statement: "I have a good faith belief that use of the copyrighted work described above as allegedly infringing is not authorized by the copyright owner, its agent, or the law."
6. Include the following statement: "I swear, under penalty of perjury, that the information in the notification is accurate and that I am the copyright owner or am authorized to act on behalf of the owner of an exclusive right that is allegedly infringed."
7. Sign the paper.
8. Send the written communication to the following address:

Attn: Contracts and Legal Services Department,  
DMCA Complaints  
Esri  
380 New York Street, Redlands, CA 92373,  
USA

**OR** fax to:

(909) 307-3020, Attn: Contracts and Legal  
Services Department, DMCA Complaints

#### Counter Notification

The administrator of an affected site or the provider of affected content may make a counter notification pursuant to sections 512(g)(2) and (3) of the Digital Millennium Copyright Act. When we receive a counter notification, we may reinstate the material in question.

To file a counter notification with us, you must provide a written communication (by fax or regular mail -- not by email, except by prior agreement) that sets forth the items specified below. Please note that you will be liable for damages (including costs and attorneys' fees) if you materially misrepresent that a product or activity is not infringing the copyrights of others. Accordingly, if you are not sure whether certain material infringes the copyrights of others, we suggest that you first contact an attorney.

To expedite our ability to process your counter notification, please use the following format (including section numbers):

1. Identify the specific URLs or other unique identifying information of material that Esri has removed or to which Esri has disabled access.
2. Provide your name, address, telephone number, email address, and a statement that you consent to the jurisdiction of Federal District Court for the judicial district in which your address is located (or San Bernardino County, California, if your address is outside of the United States), and that you will accept service of process from the person who provided notification under subsection (c)(1)(C) or an agent of such person.
3. Include the following statement: "I swear, under penalty of perjury, that I have a good faith belief that each search result, message, or other item of content identified above was removed or disabled as a result of a mistake or misidentification of the material to be removed or disabled, or that the material identified by the complainant has been removed or disabled at the URL identified and will no longer be shown."
4. Sign the paper.
5. Send the written communication to the following address:

Attn: Contracts and Legal Services Department,  
 DMCA Counter Notification  
 Esri  
 380 New York Street, Redlands, CA 92373,  
 USA

**OR** fax to:

(909) 307-3020, Attn: Contracts and Legal  
 Services Department, DMCA Counter  
 Notification

**Account Termination**

For Web Services that have named accounts, Esri will, in appropriate circumstances, terminate repeat infringers. If you believe that an account holder or subscriber is a repeat infringer, please follow the instructions above to contact Esri and provide information sufficient for us to verify that the account holder or subscriber is a repeat infringer.

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- Conservation

## 10.4 Redistribution Rights

Description	Data Source	File Name	Directory	Redistribution (see FAQ below)
<b>World</b>				
Countries	DeLorme	country.gdb	\world	Yes 1
Countries (Generalized)	Esri, DeLorme	country_gen.gdb	world	Yes 1
Administrative Units	DeLorme	admin.gdb	\world	Yes 1
Airports	DeLorme	airports.gdb	\world	Yes 1
Contours	DeLorme	contours.gdb	\world	Yes 1
Roads	DeLorme	roads.gdb	\world	Yes 1
Railroads	DeLorme	railroads.gdb	\world	Yes 1
Continents	ArcWorld Supplement	continent.gdb	\world	Yes 1,2,3
Regions	ArcWorld Supplement	region.gdb	\world	Yes 1,2,3
Census IPC Demographics (table)	US Census International Division, CIA Factbook	entry_ipc.gdb	\world	Yes 1,2,3
Country Memberships of Political Organizations (table)	CIA Factbook	pol_org.gdb	\world	Yes 4
Cities	ArcWorld	cities.gdb	\world	Yes 1,2,3
Populated Places	DeLorme	pop_places.gdb	\world	Yes 1
Gazetteer	DCW	gaz.gdb	\world	Yes 1,2,3
Linear Water	DeLorme	hydrolines.gdb	\world	Yes 1
Water Bodies	DeLorme	hydropolys.gdb	\world	Yes 1
Drainage Systems, Lakes, and Rivers	ArcWorld	lakes.gdb, rivers.gdb, drainage.gdb	\world	Yes 1,2,3

World Wildlife Fund Terrestrial Ecoregions	World Wildlife Fund, DCW	wwf_terr.gdb	\world	No
World Wildlife Fund Marine Ecoregions	World Wildlife Fund, DCW	wwf_mar.gdb	\world	No
UTM Zones	ArcWorld Supplement, NGA	utmzone.gdb	\world	Yes 1,2,3
Time Zones	Esri	timezone.gdb	\world	Yes 1,2,3
Latitude and Longitude Grids	Esri	latlong.gdb	\world	Yes 1,2,3
Named Latitudes and Longitudes	Esri	geogrid.gdb	\world	Yes 1,2,3
World Map Background	Esri	world30.gdb	\world	Yes 1,2,3
<b>United States</b>				
States and Counties (generalized)	ArcUSA, US Census, Esri	states.gdb, counties.gdb	\usa\census	Yes 1,2,3
States and Counties	Esri, derived from TomTom, US Census	dtl_st.gdb, dtl_cnty.gdb	\usa\census	TomTom - Yes 1,2; US Census - Yes 1,2,3; Esri - Yes 1,2,3
State and County Boundaries	Esri, derived from TomTom	dtl_st_ln.gdb, dtl_cty_ln.gdb	\usa\census	TomTom - Yes 1,2
Census Tracts	TomTom, US Census, Esri	tracts.gdb	\usa\census	TomTom - Yes 1,2; US Census - Yes 1,2,3; Esri - Yes 1,2,3
114th Congressional Districts	Esri	cd114.gdb	\usa\census	Yes 1,2,3
Senate	Esri	senate.gdb	\usa\census	Yes 1,2,3
Cities	US Census	cities.gdb	\usa\census	Yes 1,2,3
Populated Place Points	US Census	places.gdb	\usa\census	Yes 1,2,3
Populated Place Areas	TomTom, US Census	placeply.gdb	\usa\census	Yes 1,2

Core Based Statistical Areas	TomTom	cbsa.gdb	\usa\census	Yes 1,2
Highways	Esri	highways.gdb	\usa\trans	Yes 1,2,3
Major Highways	Esri	mjr_hwys.gdb	\usa\trans	Yes 1,2,3
National Transportation Atlas - Interstate Highways	US Bureau Transportation Statistics	intrstat.gdb	\usa\trans	Yes 4
National Transportation Atlas - Railroads	US Bureau Transportation Statistics	rail100k.gdb	\usa\trans	Yes 4
Census Urbanized Areas	US Census	urban.gdb	\usa\census	Yes 4
Major Parks	National Park Service, ArcUSA, TomTom	parks.gdb	\usa\landmarks	Yes 1,2
Drainage Systems, Lakes, and Rivers (generalized)	ArcWorld	drainage.gdb, lakes.gdb, and rivers.gdb	\usa\hydro	Yes 1,2,3
Telephone Area Code Boundaries	TomTom	areacode.gdb	\usa\census	Yes 1,2
ZIP Code Points	TomTom, US Census, Esri	zip_usa.gdb	\usa\census	TomTom - Yes 1,2; Esri - Yes 1,2,3; US Census - Yes 1,2,3
ZIP Code Areas (Five-Digit)	TomTom, US Census, Esri	zip_poly.gdb	\usa\census	TomTom - Yes 1,2; Esri - Yes 1,2,3; US Census - Yes 1,2,3
ZIP Code Areas (Three-Digit)	Esri, derived from TomTom	zip3.gdb	\usa\census	TomTom - Yes 1,2; Esri - Yes 1,2,3; US Census - Yes 1,2,3
National Atlas - Airports	National Atlas of the United States	airports.gdb	\usa\trans	Yes 4
National Atlas - Cities	National Atlas of the United States	cities_dtl.gdb	\usa\census	Yes 4

National Atlas - Urbanized Areas	National Atlas of the United States	urban_dtl.gdb	\usa\census	Yes 4
National Atlas - Federal and Indian Land Areas	National Atlas of the United States	fedlandp.gdb	\usa\landmarks	Yes 4
National Atlas - Federal Land Lines	National Atlas of the United States, USGS	fedlandl.gdb	\usa\landmarks	Yes 4
National Atlas - Water Feature Areas and Lines	National Atlas of the United States, USGS	hydroply.gdb, hydroIn.gdb	\usa\hydro	Yes 4
National Atlas - Public Land Survey	National Atlas of the United States, USGS	publdsur.gdb	\usa\other	Yes 4
Airports	TomTom	airportp.gdb	\usa\trans	Yes 1,2
Institutions	TomTom	institut.gdb	\usa\landmarks	Yes 1,2
Large Area Landmarks	TomTom	lalndmrk.gdb	\usa\landmarks	Yes 1,2
Parks	TomTom	park_dtl.gdb	\usa\landmarks	Yes 1,2
Recreation Areas	TomTom	recareas.gdb	\usa\landmarks	Yes 1,2
Transportation Terminals	TomTom	tranterm.gdb	\usa\trans	Yes 1,2
Geographic Names Information System - Buildings	USGS - GNIS	gblding.gdb	\usa\landmarks	Yes 4
Geographic Names Information System - Cemeteries	USGS - GNIS	gcemetery.gdb	\usa\landmarks	Yes 4
Geographic Names Information System - Churches	USGS - GNIS	gchurch.gdb	\usa\landmarks	Yes 4
Geographic Names Information System - Golf Locales	USGS - GNIS	ggolf.gdb	\usa\landmarks	Yes 4
Geographic Names Information System - Hospitals	USGS - GNIS	ghospitl.gdb	\usa\landmarks	Yes 4
Geographic Names Information System - Locales	USGS - GNIS	glocale.gdb	\usa\landmarks	Yes 4

Geographic Names Information System - Populated Places	USGS - GNIS	gppl.gdb	\usa\landmarks	Yes 4
Geographic Names Information System - Schools	USGS - GNIS	gschools.gdb	\usa\landmarks	Yes 4
Geographic Names Information System - Summits	USGS - GNIS	gsummit.gdb	\usa\landmarks	Yes 4
State Plane Zones (NAD 1927, NAD 1983)	NOAA, USGS, Esri	speszn27.gdb, speszn83.gdb	\usa\other	Yes 1,2,3
USGS Topographic Quadrangle Series Indexes - 1:24,000, 1:100,000, 1:250,000	ArcUSA	topoq24.gdb, topoq100.gdb, topoq250.gdb	\usa\other	Yes 1,2,3
Census Block Groups	TomTom, US Census, Esri	blkgrp.gdb	\usa\census	TomTom - Yes 1,2; US Census - Yes 1,2,3; Esri - Yes 1,2,3
Census Block Centroid Populations	US Census	blockpop.gdb	\usa\census	Yes 1,2,3
Rivers and Streams	USGS, Esri	dtl_riv.gdb	\usa\hydro	Yes 1,2,3
Water Bodies	USGS, Esri	dtl_wat.gdb	\usa\hydro	Yes 1,2,3
<b>Europe</b>				
Europe Demographic - NUTS 0 Demographics	Michael Bauer Research GmbH	nuts0.gdb	\europe\data	Yes 1
Europe Demographic - NUTS 1 Demographics	Michael Bauer Research GmbH	nuts1.gdb	\europe\data	Yes 1
Europe Demographic - NUTS 2 Demographics	Michael Bauer Research GmbH	nuts2.gdb	\europe\data	Yes 1

Europe Demographic - NUTS 3 Demographics	Michael Bauer Research GmbH	nuts3.gdb	\europe\data	Yes 1
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