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(E204 06/04/2012)

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 - b. An end user must purchase a software application that includes an ArcGIS Runtime license to obtain the right to run an ArcGIS Runtime application on one (1) computer; and
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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 License Agreement, which is incorporated by reference. This Addendum takes precedence over conflicting terms of the License Agreement. Esri reserves the right to modify the Data terms of use referenced below at any time. Licensee may cancel a 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:

| | |
|--|---|
| <ul style="list-style-type: none">▪ ArcGIS Online Data (1)▪ StreetMap Premium for ArcGIS (2)▪ StreetMap Premium for Windows Mobile (2)▪ StreetMap Premium for ArcPad (2)▪ ArcLogistics Data (2)▪ Data Appliance for ArcGIS (3)▪ Business Analyst Data (4, 7) | <ul style="list-style-type: none">▪ Esri Data (5)▪ Data and Maps for ArcGIS (6)▪ Tapestry Segmentation Data (7)▪ Address Coder (7; Addendum 1, Note 22)▪ MapStudio Data (9)▪ Location Analytics Data (4) |
|--|---|

Notes

1. *ArcGIS Online Data*: Software and Online Services that reference this note enable access to ArcGIS Online Data. ArcGIS Online Data is provided for use solely in conjunction with Licensee's authorized use of Esri Software and Online Services. Licensee may use Data accessed through ArcGIS Online as permitted under the terms of the URLs referenced below:
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 - b. Tele Atlas/TomTom data is subject to the terms of use at http://www.esri.com/legal/pdfs/j9792-teleatlas_use_data.pdf.
 - c. I-cubed data is subject to the terms of use at <http://www.esri.com/legal/pdfs/j9946-icubed.pdf>.
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 - b. Tele Atlas/TomTom data is subject to the terms of use at http://www.esri.com/legal/pdfs/j9792-teleatlas_use_data.pdf.
3. *Data Appliance for ArcGIS*: Data provided with Data Appliance is subject to the following additional terms of use:
 - a. Licensee may only use Data from a single state with the Single State version of ArcGIS Data Appliance. This restriction applies to a large-scale (i.e., scale levels below 1:100,000) street map, transportation layer, boundaries and places layer, and one (1)-meter or better resolution imagery included in the USA Collection. This restriction does not apply to the small-scale (i.e., scale levels above 1:100,000) maps provided in the World Collection, which are intended for display at global and regional scales.
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 - e. BODC bathymetry data is subject to the terms of use found at https://www.bodc.ac.uk/data/online_delivery/gebco/terms_of_use/.
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- a. The Data is provided for Licensee's internal business use solely in connection with Licensee's authorized use of Software. Licensee may include Reports and maps created from Business Analyst Data in hard-copy or read-only format in presentation packages or marketing studies prepared for subsidiaries and customers provided that the total content of the Esri Reports and maps is less than twenty percent (20%) of Licensee's total content. Licensee may not redistribute Reports on a stand-alone basis.
 - b. Business Analyst Data is restricted for use only in conjunction with the respective Business Analyst extension. Location Analytics Data is restricted for use only in conjunction with Business Analyst Online API, Community Analyst API, and Location Analytics API. If Licensee orders a license for Esri Business Analyst or Business Analyst (Canadian Edition), or for Business Analyst Online API, Community Analyst API, and Location Analytics API, with a subset of the national dataset (i.e., Region, State, Local), Licensee may use only the licensed subset, not any other portion of the national dataset.
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- b. StreetMap Data may be used for mapping, geocoding, and routing purposes but is not licensed for dynamic routing purposes. For instance, StreetMap USA 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.
- 7. *Tapestry Segmentation Data; Address Coder Data:* This Data is included with Business Analyst Data, may be purchased as an add-on for Sourcebook•America, and is also separately licensed. The Data is provided for Licensee's internal business use solely in connection with Licensee's authorized use of Software. Licensee may include Reports and maps created from Data in hard-copy or read-only format in presentation packages or marketing studies prepared for subsidiaries and customers provided that the total content of the Esri Reports and maps is less than twenty percent (20%) of Licensee's total content. Licensee may not redistribute Reports on a stand-alone basis.
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- 9. *MapStudio Data:* Use of Data is subject to the following terms and conditions:
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 - b. Tele Atlas/TomTom data is subject to the terms of use at http://www.esri.com/legal/pdfs/j9792-teleatlas_use_data.pdf.
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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 License Agreement, which is incorporated by reference. This Addendum takes precedence over conflicting terms 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:

- a. "API" means application programming interface.
- b. "ArcGIS Website" means <http://www.arcgis.com> and any related or successor websites.
- c. "Content" means data, images, photographs, animations, video, audio, text, maps, databases, data models, spreadsheets, user interfaces, software applications, and Developer Tools.
- d. "Developer Tools" means software development kits (SDKs), APIs, software libraries, code samples, and other resources.
- e. "Named Users" means Licensee's employees; agents; consultants; contractors; or, for education accounts, registered students whom Licensee authorizes to access Online Services for Licensee's exclusive benefit through Licensee's ArcGIS Online account, to which they are explicitly linked through unique, individual user names and passwords.
- f. "Online Content" means Content hosted or provided by Esri as part of Online Services, including any Map Services, Task Services, Image Services, and Developer Tools and excluding Content provided by third parties that Licensee accesses through the ArcGIS Website Online Content.
- g. "Service Components" means each of the following: Online Services, Online Content, ArcGIS Website, Developer Tools, Documentation, or related materials.
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ARTICLE 6—ONLINE CONTENT; THIRD-PARTY CONTENT AND WEBSITES

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SECTION 2—TERMS OF USE FOR SPECIFIC ONLINE SERVICES

Specific Online Services are subject to the terms of use set forth in the notes referenced below:

| | |
|---|---|
| <ul style="list-style-type: none">▪ ArcGIS Online (1; 2; 3; Addendum 2, Note 1; Addendum 2, Note 6)▪ Business Analyst Online (4; Addendum 2, Note 1; Addendum 2, Note 4)▪ Business Analyst Online Mobile (4; Addendum 2, Note 1; Addendum 2, Note 4)▪ Esri Business Analyst Online API for Adobe Flex, Microsoft Silverlight, SOAP, and REST (6; Addendum 2, Note 1; Addendum 2, Note 4) | <ul style="list-style-type: none">▪ Community Analyst (4; Addendum 2, Note 1; Addendum 2, Note 4)▪ Esri Community Analyst API for Adobe Flex, Microsoft Silverlight, SOAP, and REST (6; Addendum 2, Note 1; Addendum 2, Note 4)▪ Esri Location Analytics API for Adobe Flex, Microsoft Silverlight, SOAP, and REST (6; Addendum 2, Note 1; Addendum 2, Note 4)▪ Redistricting Online (3; Addendum 2, Note 1)▪ MapStudio (5; Addendum 2, Note 9) |
|---|---|

Notes

1. In addition to the common terms of use of Online Services:
 - a. Licensee may use Licensee's ArcGIS Online account to build a Value-Added Application(s) using the ArcGIS Online Development Tools and Services enabled through Licensee's ArcGIS Online account.
 - b. Licensee may provide access to Licensee's Value-Added Application(s) to third parties, subject to the following terms:
 - i. Licensee may allow anonymous user access to 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.
 - c. For ArcGIS Online ELA and Organization Plan accounts: Licensee is also permitted to
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