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(E204 04/26/2013)

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**EXHIBIT 1  
SCOPE OF USE  
(E300 04/26/2013)**

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31. Licensee may have redundant Esri Server Software installation(s) for failover operations, but the redundant Software can only be operational during the period the primary site is nonoperational. The redundant Software installation(s)

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- 33–37. Reserved.
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**ADDENDUM 2**  
**DATA TERMS OF USE**  
**(E300-2)**

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In addition to the restrictions set forth in Article 4.2 of the License Agreement, the following restrictions apply to use of Data by Licensee and Licensee's end users (collectively, "Users"). Any use of Data that is not expressly authorized in Section 2 or elsewhere in the License Agreement is strictly prohibited. Without limiting the generality of the foregoing, Licensee shall ensure Users are prohibited from (i) cobranding Data, (ii) using the Data in any unauthorized service or product, or (iii) offering Data through or on behalf of any third party.

**SECTION 2—SPECIFIC TERMS OF USE FOR DATA**

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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>▪ NAVTEQ 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/Location Analytics Data (4, 10)</li><li>▪ Demographic, Consumer, and Business Data ("Esri Data") (5, 10)</li><li>▪ Data and Maps for ArcGIS (6)</li><li>▪ Address Coder Data (7, 10)</li><li>▪ Sourcebook•America Data (8, 10)</li><li>▪ MapStudio Data (9)</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. 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>.

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  - 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).
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 for North America with the North America collection of the Data Appliance for ArcGIS. 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.
  - b. NAVTEQ data is subject to the terms of use at [http://corporate.navteq.com/supplier\\_terms.html](http://corporate.navteq.com/supplier_terms.html).
  - c. 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).
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4. *Business Analyst Data; Location Analytics Data*: Business Analyst Data is provided with Esri's Business Analyst (Server, Desktop) or accessed through Business Analyst Online and Community Analyst. Location Analytics Data is accessed through Business Analyst Online API, Community Analyst API, and Location Analytics API. The Data is subject to the following additional terms of use:
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- e. 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).
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6. *Data and Maps for ArcGIS*: The Data is available to licensed users of ArcGIS for Desktop, ArcGIS for Server, and ArcGIS Online. Data and Maps for ArcGIS is provided for use solely in conjunction with authorized use of ArcGIS for Desktop, ArcGIS for Server, and ArcGIS Online.

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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.

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  - 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).
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  - b. No automatic routing or rerouting based on traffic conditions is permitted without the Navigation add-on.
  - c. NAVTEQ 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. NAVTEQ 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. NAVTEQ traffic data may not be used with or incorporated into any traffic system that provides voice traffic reports to inbound callers.
  - f. NAVTEQ 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 NAVTEQ traffic data.



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

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**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:

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- c. "ArcGIS Website" means <http://www.arcgis.com> and any related or successor websites.
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- e. "Developer Tools" means software development kits (SDKs), APIs, software libraries, code samples, and other resources.
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- g. "Named User(s)" means individuals to whom Licensee specifically enables private access to Online Services and Value-Added Applications through Licensee's Online Services account. Named Users can be anyone whom Licensee authorizes to access Online Services, but only for the exclusive benefit of Licensee, for example, Licensee's employees, agents, consultants, or contractors. For Education Plan accounts, Named Users may include registered students. No other third parties may be Named Users. Named Users have private access to features of Online Services that are not publicly accessible to Anonymous Users. Named Users have unique, individual login credentials.
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- i. "Service Components" means each of the following: Online Services, Online Content, ArcGIS Website, Developer Tools, Documentation, or related materials.
- j. "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.
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**ARTICLE 2—USE OF ONLINE SERVICES**

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- 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.

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**2.4 Prohibited Uses of the Online Services.** In addition to the prohibited uses 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 Services 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.

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**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.

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## **ARTICLE 3—TERM AND TERMINATION**

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<ul style="list-style-type: none"><li>▪ ArcGIS Online (1; 2; Addendum 2, Note 1; Addendum 2, Note 6)</li><li>▪ Business Analyst Online (3; Addendum 2, Note 1; Addendum 2, Note 4)</li><li>▪ Business Analyst Online Mobile (3; Addendum 2, Note 1; Addendum 2, Note 4)</li><li>▪ Esri Business Analyst Online API for Adobe Flex, Microsoft Silverlight, SOAP, and REST (5; Addendum 2, Note 1; Addendum 2, Note 4)</li><li>▪ Community Analyst (3; Addendum 2, Note 1; Addendum 2, Note 4)</li></ul>	<ul style="list-style-type: none"><li>▪ Esri Community Analyst API for Adobe Flex, Microsoft Silverlight, SOAP, and REST (5; Addendum 2, Note 1; Addendum 2, Note 4)</li><li>▪ Esri Location Analytics API for Adobe Flex, Microsoft Silverlight, SOAP, and REST (5; Addendum 2, Note 1; Addendum 2, Note 4)</li><li>▪ Redistricting Online (Addendum 2, Note 1)</li><li>▪ MapStudio (4; Addendum 2, Note 1; Addendum 2, Note 9)</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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  - i. ArcGIS Online Development Tools and Services enabled through Licensee's ArcGIS Online Plan account for Licensee's internal use; or
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- b. Licensee may also provide access to Licensee's Value-Added Application(s) to third parties, subject to the following terms:
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  - 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, Organization, and Developer Plan accounts:
  - i. Licensee is also permitted to:
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    - (2) Transfer Licensee's Value-Added Application(s) to a third party's ArcGIS Online account, subject to the following:
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      - (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.
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**(E300-4)**

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Notes

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