

IO Monitor for ArcGIS Addendum

Version 1 (July 2023)

This IO Monitor for ArcGIS Addendum (“Addendum”) is to the Impact Observatory Product Terms and Conditions. This Addendum, together with the Order Form, the Impact Observatory Product Terms and Conditions and the applicable End User License Agreement, are, collectively, your agreement for the license of Impact Observatory Products (the “Agreement”). This Agreement constitutes a legally binding contract and governs any Impact Observatory Products provided by Impact Observatory Inc., a Delaware corporation with offices located at 900 19th St NW, Suite 600 Washington, D.C. 20006 USA (“IO”), and Customer, as identified in the applicable Order Form.

1. DEFINITIONS. Capitalized terms used in this Addendum are defined in Section 9 of this Addendum.

2. LIABILITY & DAMAGES. Customer disclaims, to the extent permitted by applicable law, Esri and its licensors' liability for any damages or loss of any kind, whether direct, special, indirect, incidental, or consequential, arising from the use of IO Monitor for ArcGIS including, but not limited to, liability for use of IO Monitor for ArcGIS in high-risk activities or liability related to any data supplied by Esri.

3. TERMINATION OBLIGATIONS. Upon termination or expiration of this Agreement, as laid out in the Impact Observatory Product Terms and Conditions, Customer will (i) cease access and use of the ArcGIS Image Dedicated Processor in conjunction with IO Monitor for ArcGIS, and (ii) clear any client-side data cache derived from the Image Dedicated Processor used in conjunction with IO Monitor for ArcGIS.

4. INTERNATIONAL TRADE COMPLIANCE. For clarity, “Trade Control Laws” as referenced in the Impact Observatory Product Terms and Conditions include all relevant export laws and regulations of the United States, including, but not limited to, the Export Administration Regulations (EAR), including prohibited end users and end uses as referenced in [Part 44](#) and [Supplement No. 4 to Part 44](#) of the EAR; International Traffic in Arms Regulations (ITAR); and the United States Department of Treasury, Office of Foreign Assets Control (OFAC) regulations. When applicable, Customer will provide information about export and distribution activities as may be required for Impact Observatory and Esri to meet their obligations under the United States export control laws and regulations.

5. PROPRIETARY RIGHTS NOTICES. Customer will not remove or obscure any patent, copyright, trademark, proprietary rights notices, or legends contained in or affixed to the ArcGIS Image Dedicated Processor, output, metadata file, or online or hard-copy attribution page of any data with respect to the ArcGIS Image Dedicated Processor.

6. ESRI DISCLAIMER. Disclaim all terms in the Esri Click-Through Master Agreement (E204CW) included with the ArcGIS Image Dedicated Processor. Esri and its licensors do not warrant that ata and the ArcGIS Image Dedicated Processor will meet the Customer's needs or expectations; that the use of data, the ArcGIS Image Dedicated Processor, and IO Monitor for ArcGIS will be uninterrupted; or that all nonconformities can or will be corrected. Esri and its licensors are not inviting reliance on data in ArcGIS Image Dedicated Processor, and IO Monitor for ArcGIS should always verify actual data in ArcGIS Image Dedicated Processor. Any warranty offered by Impact Observatory for the IO Monitor for ArcGIS shall only apply between Impact Observatory and its Customer. Esri does not offer any warranties or indemnities to Customer for the ArcGIS Image Dedicated Processor.

7. USE RESTRICTIONS. Customer will not use the ArcGIS Image Dedicated Processor (a) for any revenue generating activities, or (b) independently from IO Monitor for ArcGIS without a separate license from Esri. Use of the ArcGIS Image Dedicated Processor in IO Monitor for ArcGIS is for the internal use of Customer only. Customer will not store, cache, use, upload, distribute, or sublicense content or otherwise use the ArcGIS Image Dedicated Processor in violation of Esri's or a Third Party's rights, including Intellectual Property Rights, privacy rights, nondiscrimination laws, export laws, or any other applicable law or regulation.

8. LOGIN CREDENTIALS. Customer will not share any named user login credentials associated with the ArcGIS Image Dedicated Processor. These are for designated users only and may not be shared with other individuals. A license may be reassigned to another user if the former user no longer requires access to IO Monitor for ArcGIS.

9. DEFINITIONS.

“Affiliate” means any organization or other legal entity that directly or indirectly is controlled by a party. Control means ownership, directly or through one or more

affiliates, of more than fifty percent (50%) of the shares of stock entitled to vote for the election of directors, in the case of a corporation, or more than fifty percent (50%) of the equity interests in the case of any other type of legal entity.

“Agreement” means an Order Form together with these Product Terms and Conditions, the End User License Agreement and all exhibits.

“Customer” means that individual, legal entity or government agency identified as “Customer” on the applicable Order Form.

“End User License Agreement” means the end user license terms available at www.impactobservatory.com/legal/eula. End User License Agreements include, without limitation, the Internal Use License and Reseller License.

“Intellectual Property Rights” means all past, present, and future trade secret rights, patent rights, copyrights, moral rights, contract rights, trademark rights, service marks, and other proprietary rights in any jurisdiction, including those rights in inventions, software, domain names, know-how, methods, processes, information and technology.

“Order Form” means that agreement or other document prepared by IO, including the Order Summary in an online transaction, that sets forth the Product(s) IO offers to license to Customer and related terms, and that is presented to Customer for acceptance. A quotation that includes an estimated fee is not an Order Form. Following acceptance by Customer, the Order Form along with these Product Terms and Conditions and the End User License Agreement, comprise the Agreement.

“Product Specification” means, with respect to each Product, the description and specification published by Impact Observatory and available upon request.

“Product(s)” means those product(s) and/or service(s) licensed by Customer, as described in the Agreement and Product Specification, which may include, without limitation, Data Products, Information Products, and Subscription Services Products.

“Third Party” means any individual, legal entity, corporation, limited liability company, partnership, other organization or government agency that is not a party to this Agreement and is not an Affiliate of Impact Observatory.

-- END OF ADDENDUM --