



**INSTITUTE OF HIGHER EDUCATION  
SITE LICENSE AGREEMENT  
(E131 4/07)**

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

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**Agreement No. 200\_\_MSL\_\_\_\_**

This Institute of Higher Education Site License Agreement including the documents listed below (collectively, "Agreement") is between \_\_\_\_\_ ("Licensee"), Environmental Systems Research Institute, Inc. ("ESRI"), as licensor of the Software, Data, and Documentation licensed under this Agreement, and the authorized international distributor printed below (Distributor), who is authorized by ESRI to distribute and provide technical support for the Software, Data, and Documentation to Licensee. This Agreement entitles Licensee to license certain ESRI Software, Data, Web Services, and Documentation, and obtain maintenance to be used only for academic and administrative purposes subject to payment of an Annual Fee and the terms of this Agreement as specified herein.

This Agreement is comprised of the following documents, which are incorporated herein by reference:

1. Institute of Higher Education Site License Terms and Conditions, E131, including
  - Appendix A, Deliverables
  - Appendix B, Registered Client Information Profile
2. License Agreement
  - General License Terms and Conditions, E201
  - ESRI Exhibit 1, Scope of Use, E300

The General Provisions and Limitations of Liability of the License Agreement shall apply to the entire Agreement. If there is a conflict among any of the other terms and conditions in the various documents, the order of descending precedence shall be as follows: (1) Institute of Higher Education Site License Agreement, E131; (2) ESRI Exhibit 1, Scope of Use, E300; and (3) General License Terms and Conditions, E201.

The parties acknowledge that they have read and understand this Agreement and agree to be bound by the terms and conditions contained herein.

This Agreement constitutes the sole and entire agreement of the parties as to the subject matter set forth herein and supersedes any previous agreements, proposals, presentations, understandings, and arrangements between the parties relating to such subject matter. Any modifications or amendments to this Agreement must be in writing and signed by an authorized representative of each party.

ACCEPTED AND AGREED:

\_\_\_\_\_  
(Licensee)

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

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

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

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

\_\_\_\_\_  
(Distributor)

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

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

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

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

ENVIRONMENTAL SYSTEMS  
RESEARCH INSTITUTE, INC.  
(ESRI)

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

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

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

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

#### **Licensee Contact Information**

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

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

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

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

City, State, ZIP: \_\_\_\_\_

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

\_\_\_\_\_

#### **Site Address**

Licensee: \_\_\_\_\_

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

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

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

City, State, ZIP: \_\_\_\_\_

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

\_\_\_\_\_

## **INSTITUTE OF HIGHER EDUCATION SITE LICENSE TERMS AND CONDITIONS**

### **ARTICLE 1—DEFINITIONS**

**Definitions.** All definitions in other parts of the Agreement shall have the same meaning as in these Institute of Higher Education Site License Terms and Conditions. In addition, the following definitions apply to this Agreement:

- "Annual Fee" means the yearly nonrefundable fee that Licensee must pay Distributor for the specified Site License for rights to use the Software, Data, Web Services, and Documentation that are included in the specified Site License and to receive upgrades and technical support.
- "Authorized Users" means registered students, faculty, and staff members of Licensee.
- "Commercial Use" means use of the Software, Documentation, Web Services, or Data relating to "for profit" producing purposes.
- "Deploy" or "Deployment" means to redistribute or the redistribution of the Programs by Licensee to Authorized Users for use on Licensee's hardware.
- "GIS Specialist" means a technically oriented Licensee faculty/staff member (or his/her designee), listed in Appendix B and familiar with GIS technology, who is authorized to contact Distributor's technical support directly to support Authorized Users.
- "License Agreement" means the General License Terms and Conditions (E201) and Exhibit 1, Scope of Use (E300).
- "Primary Contact" means the staff member designated by Licensee to be the central point of contact between Licensee and Distributor and whose duties include, but are not limited to, management, ordering, and redistribution of Programs to Authorized Users; obtaining keycodes; identifying GIS Specialists; and assisting Authorized Users as required.
- "Programs" means any and all copies of the Software, Data, Web Services, and Documentation listed in Appendix A that are included in the specified Site License and any other Software, Data, or Documentation that may be added to this Agreement.
- "Rolled-In Software" means the Software, Data, Web Services, and Documentation current on paid maintenance that Licensee acquired for use prior to entering into this Agreement and is included in the specified Site License.
- "Site" means the Licensee of this Agreement and its campuses located within the same country in which Licensee is located.
- "Site License" means the category of Site License specified in Appendix A for which Licensee is paying the associated Annual Fee.

### **ARTICLE 2—GRANT OF LICENSE**

Licensee's use of the Programs is subject to the License Agreement and any additional terms set forth in this Institute of Higher Education Site License Terms and Conditions. Licensee shall remain primarily responsible to ESRI for compliance with the terms and conditions of this Agreement by Authorized Users. Use of the Programs for Commercial Use, profit, or private gain is an express violation of the Agreement, entitling ESRI to all remedies available in equity or at law as well as payment in full for commercial license fees.

### **ARTICLE 3—SCOPE OF USE**

**3.1 Additional Uses Permitted.** The following additional Permitted Uses are hereby granted:

- a. Licensee may copy and Deploy the Programs up to the quantity of licenses granted in Appendix A for the specified Site License for which the applicable Annual Fee has been paid, solely for research, instruction, education, and administrative uses.
- b. Licensee may only allow faculty members, coterminous with this Agreement and with each faculty member's tenure at the Site, to install and use a copy of the Programs at the faculty member's primary residence or on the faculty member's School laptop computer for the specific purpose of learning, becoming proficient with, and developing curricula or research expertise around the Programs.

**3.2 Uses Not Permitted.** In addition to the restrictions set forth in the License Agreement, the following Uses Not Permitted apply to the Programs:

- a. Licensee shall not allow Authorized Users to use the Programs for any nonacademic, nonadministrative, or Commercial Use.
- b. Licensee shall not Deploy the Programs to any of its other affiliated or sponsored locations, unless expressly included in this Agreement. This Agreement only applies to the Site.
- c. Except for use in research or educational fieldwork where required by Licensee, or as permitted above in 3.1(b), Licensee shall not allow Authorized Users, or any other person or entity, affiliated or unaffiliated with Licensee, to remove digital copies of the Programs from the Site.

**3.3 Loss or Theft of Programs.** Licensee agrees to use its best efforts to protect all Programs from loss and theft. Licensee agrees to report all losses in writing to Distributor within five (5) working days after discovering that any components are missing. Licensee agrees to replace all lost or stolen items at the then-current rates. Recurring loss or theft of Programs shall constitute a breach of this Agreement, and ESRI or Distributor may, at its discretion, terminate this Agreement and exclude Licensee from further participation in the Institute of Higher Education Site License program.

**3.4 Existing ESRI Software License Agreements.** This Agreement supersedes any current ESRI Software License Agreements signed between these parties for Rolled-In Software. All Rolled-In Software is hereby incorporated into this Agreement, and the maintenance fee for such Rolled-In Software is included in the Annual Fee.

## **ARTICLE 4—MAINTENANCE**

**4.1 Technical Support Services.** Technical support services are included and will be provided in accordance with the then-current Distributor technical support policy as modified in this Article 4.1, provided Licensee remains current on its payment of the Annual Fee. Licensee's GIS Specialist(s) will be the only individual(s) authorized to contact Distributor for technical support. Maintenance does not include technical support services for Web Services.

**4.2 Upgrades.** During the general commercial release of the Software, Distributor, at its sole discretion, will deliver to Licensee one (1) upgrade package for each of the Programs included in the Site License or make updates available for downloading from ESRI's Web site, provided the Annual Fee has been paid and the Agreement is current.

## **ARTICLE 5—PURCHASE ORDERS AND DELIVERY**

**5.1 Purchase Orders.** Licensee shall issue a purchase order to Distributor for the initial Annual Fee upon execution of this Agreement. The subsequent Annual Fee(s) shall be payable annually to Distributor for the specified Site License. Licensee may issue purchase orders at any time during the term of this Agreement for additional Programs that are available under this Agreement at the then-current fee for such additional Programs. Distributor will invoice against each purchase order upon shipment or issuance of keycode(s) as appropriate.

**5.2 Initial Deliverables.** Upon receipt of Licensee's initial purchase order for the Annual Fee following execution of this Agreement, Distributor shall deliver to Licensee one (1) copy of the Software media for each of the Programs included in the specified Site License. All shipments of Software media shall be shipped EX WORKS (INCOTERMS 2000), Redlands, California, to Distributor. Distributor will ship to Licensee's shipping address listed in Appendix B, at which time and place all risk of loss and responsibility for product shall pass to Licensee. Licensee may purchase additional media sets at the prices in effect at the time of purchase. Additional hardware keys may also be ordered at the prices in effect at the time of purchase. Licensee may reduce the list of initial deliverables. However, there shall be no credit or refund given.

Licensee shall pay all value-added, sales, use, or other taxes; duties; customs; shipping; insurance; or other fees or withholding currently or subsequently imposed on all receipt and use of the Software, Data, Web Services, or Documentation under this Agreement. However, if Licensee is exempt from such taxes, duties, fees, withholding, or other charges, Licensee shall provide Distributor with evidence of exemption from such charges.

**5.3 Keycodes.** Software keycodes are required to run concurrent-use Programs. Licensee may be provided the capability of generating twelve (12)-month term license keycodes using ESRI's Web-based keycode generation system. If Licensee is provided this capability, ESRI will supply the Primary Contact with an account number and password to access the keycode generation system and will provide complete written instructions on proper use of the keycode generator. Provided Licensee

remains current on its payment of the Annual Fee, Licensee may reissue keycodes for up to a twelve (12)-month period for each year the Agreement is current.

**5.4 Changes by Supplement.** Appendix A deliverables and scope of use may be modified, and new Programs and services may be added or prices reduced by notice provided by Distributor. Licensee acknowledgment is not required to activate the modifications. ESRI reserves the right to modify or remove Programs included in Site License(s) in Appendix A should ESRI commitments to third parties regarding licensed third-party technology included in ESRI products require a unit-based royalty fee or prohibit deployment or restrict redistribution rights in site licenses to ESRI licensees.

**5.5 ESRI International Users Conference.** Licensee shall receive registrations to the ESRI International User Conference and the Education User Conference in the quantities listed in Appendix A for the specified Site License. Third parties may not represent Licensee at any ESRI International User Conferences or Education User Conferences.

## **ARTICLE 6—TERM AND TERMINATION**

**6.1 Term.** This Agreement is an annual term license. This term license will commence upon payment of the Annual Fee and remain in effect for one (1) year, unless terminated earlier as described below. Thereafter, the Agreement will automatically renew upon Licensee's payment of the Annual Fee, provided payment is made prior to expiration of the annual term license and agreement to any new terms and conditions applicable to the Programs and Web Services.

**6.2 Termination.** In the event this Agreement is terminated by Licensee for convenience, Licensee shall not be entitled to a refund of all or partial amount of the Annual Fee(s) paid. Either party may terminate this Agreement for a material breach by the other party. The breaching party shall be given a period of ten (10) days from the date of written notice to cure any material breach. Upon termination of this Agreement by ESRI or Distributor for a material breach (including Licensee's failure to pay the Annual Fee), or by Licensee for convenience, all licenses Deployed shall also terminate. Licensee shall (i) cease access and use of Web Services and clear Web Services client-side data cache and (ii) uninstall, remove, and destroy all whole or partial copies in any form including modified copies of the Deployed Programs (except upon prior written approval by ESRI, such approval not to be unreasonably withheld, Licensee may retain a copy for archive purposes only). Licensee shall represent in writing to ESRI or Distributor that all copies have been destroyed. Licensee may continue to use Rolled-In Software following termination of this Agreement subject to compliance with the License Agreement, with the exception of termination for Licensee's material breach.

## **ARTICLE 7—LICENSEE'S RESPONSIBILITIES**

In consideration of the grant of the discount on standard license and technical support fees, Licensee agrees to do the following:

- a. Appoint a Primary Contact.
- b. Appoint the number of GIS Specialists listed in Appendix A for the specified Site License.
- c. Appoint a Virtual Campus subscription administrator. This individual will be responsible for receiving the master subscription code from ESRI and using it to generate individual course access codes for faculty, staff, and student course attendees. The Virtual Campus subscription administrator may also be the Primary Contact.
- d. Appoint an ArcWeb Services Coordinator. This individual will be responsible for managing and distributing the ArcWeb Services credits to Authorized Users. The ArcWeb Services Coordinator may also be the Primary Contact.
- e. Where appropriate, encourage the use of GIS to all departments within the Site.
- f. Make best efforts to maintain a high level of expertise in the use of the Software among students and staff by offering courses, encouraging attendance at the annual ESRI Education User Conference, the International User Conference, and making use of educational Virtual Campus courses offered by ESRI, as appropriate.

## **ARTICLE 8—LEGAL NOTICES**

Any notice, report, demand, or other communication shall be properly given when made in writing in English and sent by courier, registered or certified airmail, or by facsimile or other electronic transmission and confirmed by courier or by registered or certified airmail, properly addressed to the appropriate party at the address set forth above, until changed by notice in writing by either party hereto to the other party. If sent by courier or airmail, notice shall be effective seven (7) days from the date of deposit with the courier service or post office. If sent by electronic transmission, notice shall be effective upon receipt, provided confirmation is given as specified herein. Notices shall be given at the following addresses:

To: ESRI  
380 New York Street  
Redlands, CA 92373-8100  
Attn.: Manager, Contracts and Legal Services

To: Licensee (See Appendix B)

To: Distributor  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Attn.: \_\_\_\_\_

## APPENDIX A DELIVERABLES

Licensee may copy and Deploy the Programs listed below up to the total quantity of licenses indicated in the column that corresponds with the specified Site License. Therefore, this Agreement applies only to one of the following types of Site Licenses for which Licensee has paid the Annual Fee to Distributor:

- ☐ Basic Site License  
☐ Intermediate Site License  
☐ Full Site License

Deliverables	TOTAL QUANTITY/SEATS		
	Basic Site License	Intermediate Site License	Full Site License
	Quantity	Quantity	Quantity
<b>Desktop GIS</b>			
ArcGIS ArcInfo and ArcInfo Workstation	10	20	Unlimited
ArcEditor (Single and Concurrent Use)			Unlimited
ArcView (Single and Concurrent Use)	Unlimited	Unlimited	Unlimited
ArcGIS 3D Analyst (Single and Concurrent Use)	Unlimited	Unlimited	Unlimited
ArcGIS Network Analyst (Single and Concurrent Use)	Unlimited	Unlimited	Unlimited
ArcGIS Spatial Analyst (Single and Concurrent Use)	Unlimited	Unlimited	Unlimited
ArcGIS Geostatistical Analyst (Single and Concurrent Use)	Unlimited	Unlimited	Unlimited
ArcScan for ArcGIS (Single and Concurrent Use)	Unlimited	Unlimited	Unlimited
ArcGIS Publisher (Single and Concurrent Use)	Unlimited	Unlimited	Unlimited
ArcGIS Schematics (Single and Concurrent Use)	Unlimited	Unlimited	Unlimited
ArcGIS Military Analyst (Single and Concurrent Use)	Unlimited	Unlimited	Unlimited
Maplex for ArcGIS (Single and Concurrent Use)	Unlimited	Unlimited	Unlimited
<b>Server GIS</b>			
ArcGIS Server Advanced Enterprise, with Spatial, 3D, and Network Extensions	Unlimited	Unlimited	Unlimited
ArcIMS	Unlimited	Unlimited	Unlimited
ArcIMS Route Server—Data is not included, delivered by request only			
<b>ESRI Developer Network (EDN) for Education</b> consisting of			
▪ EDN Software	Unlimited	Unlimited	Unlimited
▪ ArcWeb Services	1 Block of 100,000 credits (per year)	1 Block of 100,000 credits (per year)	1 Block of 100,000 credits (per year)
<b>Mobile GIS</b>			
ArcPad Application Builder including ArcPad	Unlimited	Unlimited	Unlimited
<b>Business GIS</b>			
BusinessMAP	Unlimited	Unlimited	Unlimited
ArcLogistics Route	Unlimited	Unlimited	Unlimited
<b>Other Programs</b>			
MapObjects—Windows and Java Editions	Unlimited	Unlimited	Unlimited
Production Line Tool Set (PLTS) for ArcGIS—Mapping Agency Solution	Unlimited	Unlimited	Unlimited

<b>ArcView 3.x</b>			
ArcView 3.x with ArcView Spatial Analyst, Network Analyst, 3D Analyst, and ArcPress for ArcView	Unlimited	Unlimited	Unlimited
ArcView 3.0a for Macintosh	Unlimited	Unlimited	Unlimited
<b>Additional Benefits</b>			
GIS Specialists	2	3	3
Passes to the ESRI International User Conference including the Education User Conference	2	3	5

**The list above is subject to change should ESRI commitments to third parties regarding licensed third-party technology included in ESRI products prohibit or not provide redistribution rights in Site licenses to ESRI licensees.**

**The following is also included in the Annual Fee for all Site License:**

1. Ten (10) hardware keys to implement concurrent use Software.
2. An unlimited Virtual Campus standard training subscription (every year), on the condition that the Annual Fee has been paid and the contract is current. An ESRI Virtual Campus standard training subscription gives access to all asynchronous, auto-attended Virtual Campus courses authored by ESRI. These are primarily technology courses that teach ESRI Software.

To participate in the Virtual Campus training subscription, the Virtual Campus subscription administrator will need to fill out the Virtual Campus Training Subscription Activation form located at <http://campus.esri.com/subscription/activation>.

Once this online form is received, the account will be verified. Upon verification, a "master code" will be sent to the Virtual Campus subscription administrator. That code will act as a password to Licensee's subscription page where the administrator can generate individual course access codes for Licensee's students. The Virtual Campus subscription administrator may appoint up to ten (10) faculty or staff to aid in issuing codes and agrees to notify ESRI in writing whenever such appointments are made. *Note:* This program is for educational institutions only.

**Optional Add-on Software ("Add-on Options")**

The following Add-on Options may be included in this Agreement for any Site License. Each Add-on Option gives Licensee the right to install, copy, and use an unlimited number of copies of the add-on Software, Data, and Documentation in accordance with the terms of this Agreement, subject to Licensee's payment of the additional annual fee specified by Distributor for each below Add-on Option.

<b>Add-on Option</b>	<b>Additional Annual Fee</b>
ArcGIS Survey Analyst (Single Use or Concurrent Use)	Subject to Payment of Additional Annual Fee
ArcView Tracking Analyst	Subject to Payment of Additional Annual Fee
ArcGIS Tracking Analyst (Single Use or Concurrent Use)	Subject to Payment of Additional Annual Fee
ArcGIS Data Interoperability (Single Use or Concurrent Use)	Subject to Payment of Additional Annual Fee
ArcGIS Server Data Interoperability	Subject to Payment of Additional Annual Fee
ArcIMS Data Delivery (Single Use or Concurrent Use)	Subject to Payment of Additional Annual Fee
Image Server	Subject to Payment of Additional Annual Fee
Image Server Orthorectification Extension	Subject to Payment of Additional Annual Fee
Image Server Seamline Extension	Subject to Payment of Additional Annual Fee



**APPENDIX B  
REGISTERED CLIENT INFORMATION PROFILE**

**Primary Contact**

Name: \_\_\_\_\_  
Department: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Fax No.: \_\_\_\_\_  
E-mail: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**(1) GIS Specialist:** \_\_\_\_\_  
Department: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Telephone: \_\_\_\_\_  
Fax No.: \_\_\_\_\_

**(2) GIS Specialist:** \_\_\_\_\_  
Department: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Telephone: \_\_\_\_\_  
Fax No.: \_\_\_\_\_

**(3) GIS Specialist:** \_\_\_\_\_  
Department: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Telephone: \_\_\_\_\_  
Fax No.: \_\_\_\_\_

**Legal Notices to Licensee:**

Name: \_\_\_\_\_  
\_\_\_\_\_  
Telephone: \_\_\_\_\_  
Fax No.: \_\_\_\_\_  
E-mail: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Virtual Campus Subscription Administrator**

Name: \_\_\_\_\_  
Department: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Fax No.: \_\_\_\_\_  
E-mail: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**ArcWeb Services Coordinator**

Name: \_\_\_\_\_  
Department: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Fax No.: \_\_\_\_\_  
E-mail: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Client's Contract Administrator**

Name: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Fax No.: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Ship Software To:** \_\_\_\_\_  
\_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Bill To:** \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

*Note: ESRI ships via UPS or other courier. Please provide a proper shipping address other than a P.O. box to ensure proper delivery.*



## GENERAL LICENSE TERMS AND CONDITIONS (E201 10/06)

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

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### ARTICLE 1—DEFINITIONS

**Definitions**—The terms used are defined as follows:

- a. "Beta" means any alpha, beta, or prerelease Software, Data, Documentation, or Web Services.
- b. "Data," except as otherwise provided herein, means any ESRI or third party data vendor(s) digital data set(s) including, but not limited to, geographic, vector data coordinates, raster, reports, or associated tabular attributes.
- c. "Documentation" means all of the printed and digital materials including, but not limited to, help files, user reference documentation, training documentation, or technical information and briefings.
- d. "Software" means the actual copy of all or any portion of ESRI's proprietary software technology, computer software code, components, dynamic link libraries (DLLs), underlying organization, object model, and programs delivered on any media, including any release provided in source, object, or executable code format(s), inclusive of backups, updates, service packs, patches, hot fixes, sample code, sample application, sample extension, or merged copies permitted hereunder.
- e. "Web Services" means software services or third party data components that perform GIS functions, tasks, or data services and are accessed over the Internet.

### ARTICLE 2—INTELLECTUAL PROPERTY RIGHTS AND RESERVATION OF OWNERSHIP

The Software, Data, Web Services, and Documentation are licensed and not sold. ESRI and its Licensors own the Software, Data, Web Services, and Documentation, which are protected by United States laws and applicable international laws, treaties, and conventions regarding intellectual property or proprietary rights, inclusive of trade secrets. From the date of receipt, Licensee agrees to use reasonable means to protect the Software, Data, Web Services, and Documentation from unauthorized use, reproduction, distribution, or publication. ESRI and its Licensors reserve all rights not specifically granted in this License Agreement. ESRI or its third-party data licensor(s) reserve the right to improve and/or make changes in its offerings of the Web Services and its associated software, datasets, or information at any time.

### ARTICLE 3—GRANT OF LICENSE

**3.1 Grant of License**—Subject to the terms of this License Agreement, ESRI grants to Licensee a personal, nonexclusive, nontransferable license to

- a. Use the type and number of copies of the Software, Data, and Documentation and access Web Services (i) for which the appropriate license fees have been paid to ESRI, (ii) for Licensee's own internal use only, and (iii) in accordance with Exhibit 1 and the licensed configuration on file as authorized by ESRI.
- b. Access and use any secure ESRI Web site resources made available to Licensee for Licensee's internal use only, provided that Licensee follows ESRI's terms of use policy specified therein. All password or controlled access information provided by ESRI or its Distributor shall be treated as ESRI confidential information.

**3.2 Beta License**—Licensee may be accepted into a current Beta Testing Program. Licensee may be provided copies of, or access to, Beta for the limited purpose of testing Beta in accordance with the Beta testing policies then in effect. Delivered Beta is confidential and proprietary to ESRI and contains trade secrets, inclusive of unpublished specifications. Licensee agrees to retain all Beta in confidence. Except for a "public" Beta Testing Program, Licensee shall maintain results of testing, performance statistics, errors, or any other quality issues encountered in confidence and agrees not to disclose same to any third party. Beta is subject to change prior to its commercial release and may never be commercially released. Licensee acknowledges that such Beta is not suitable or licensed for full use and accepts all responsibility for use of the same and any results generated. Licensee may from time to time provide suggestions or comments regarding performance, usability or effectiveness, bug reports, test reports, or other feedback (collectively, "Feedback") to ESRI with respect to Beta. ESRI retains title to such comments and may freely use, disclose, reproduce, license, distribute, and otherwise commercialize any Feedback. A Beta Testing Program may have additional requirements. See a description at <http://www.esri.com/software/maintenance/benefits/beta-program.html>.

**3.3 Evaluation License**—ESRI may from time to time offer a limited term license(s) for Software, Data, Web Services, or Documentation for Licensee's evaluation only.

**3.4 Consultant Access**—Licensee may provide access to the Software, Data, Web Services, or Documentation to any consultant or contractor of Licensee, provided that the consultant or contractor is using the Software, Data, Web Services, or Documentation exclusively for the benefit of Licensee. Licensee shall be responsible for compliance by consultants or contractors with the terms and conditions of this License Agreement. Licensee shall require consultant or contractor to discontinue use of, and access to, Software, Data, Web Services, and Documentation upon completion of work for Licensee.

## **ARTICLE 4—SCOPE OF USE**

### **4.1 Permitted Uses**

- a. Licensee may install and store copies of Software, Data, and Documentation onto electronic storage device(s).
- b. Licensee may make one (1) copy of the Software, Data, and Documentation for archival purposes. Licensee may make routine computer backups.
- c. Licensee may customize the Software using any (i) macro or scripting language, (ii) published application programming interface (API), or (iii) source or object code libraries, but only to the extent that such customization is described in the Documentation.
- d. Licensee may use, copy, or prepare derivative works of the Documentation supplied in digital format and thereafter reproduce, display, and redistribute the customized documentation only for Licensee's own internal use. The portion(s) of the Documentation supplied in digital format merged with other software and printed or digital documentation shall continue to be subject to the terms and conditions of this License Agreement and shall provide the following copyright attribution notice acknowledging the proprietary rights of ESRI and its licensor(s) in the Documentation supplied in digital format: "Portions of this document include intellectual property of ESRI and its licensor(s) and are used herein under license. Copyright © *[Insert the actual copyright date(s) from the source materials]* ESRI and its licensor(s). All rights reserved."

### **4.2 Uses Not Permitted**

- a. Except as provided herein, Licensee shall not sell, rent, lease, sublicense, lend, assign, or time-share the Software, Data, Web Services, or Documentation. Licensee shall not act as a service bureau or commercial Application Service Provider (ASP) that allows third party access to the Software, Data, Web Services, and Documentation. A commercial ASP means a Licensee who uses Software, Data, Web Services, or Documentation for a site or service, and operates the site or the service for a profit, or generates revenue by charging for access to the site or service.
- b. Licensee shall not redistribute the Software to third parties, in whole or in part, including, but not limited to, extensions, components, or DLLs without the prior written approval of ESRI as set forth in an appropriate redistribution license agreement.
- c. Licensee shall not reverse engineer, decompile, or disassemble the Software, Data, Web Services, or Documentation, except to the extent that such activity is expressly permitted by applicable law notwithstanding this restriction.
- d. Except to the extent that applicable law prohibits this restriction, Licensee shall not make any attempt to circumvent the technological measure(s) that controls access to, or use of, the Software, Data, Web Services, and Documentation.
- e. Licensee shall not redistribute the Software registration number/license authorization file(s), developer license file(s), or Web Services access codes.
- f. Licensee shall not use the Software or Web Services to transfer or exchange any material where such transfer or exchange is prohibited by intellectual property laws or any other applicable laws.
- g. Licensee shall not remove or obscure any ESRI or its licensor(s) patent, copyright, trademark, or proprietary rights notices contained in or affixed to the Software, Data, Web Services, or Documentation.
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## EXHIBIT 1 SCOPE OF USE (E300 5/07B)

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The scope of use for each ESRI Software identified below is described in the applicable footnotes listed in parentheses.

### Desktop GIS

- ArcReader (1 and 20)
- ArcView (either 1, 2, or 6 and 17)
- ArcEditor (either 1, 2, or 6 and 17 and 26)
- ArcInfo (either 2 or 6 and 17, and 26)
- ArcGIS Desktop Extensions (7)
- ArcView 3.x and Extensions (1, 7, and 17)

### Server GIS

- ArcGIS Server and Extensions
  - Workgroup (either 3, 5, or 6 and 7, 8, 9, 28, 29, 30, 32, 38, 39, and 40)
  - Enterprise (3, 4, 5, or 6 and 7, 8, 9, 27, 31, 38, 39, and 40)
- ArcIMS
  - ArcIMS and Extensions (either 3, 4, 5, or 6 and 7, 8, 10, and 31)
  - ArcIMS ArcMap Server (either 3, 4, 5, or 6 and 31)
- Tracking Server (5 and 31)
- ArcGIS Image Server and Extensions (either 3, 4, 5, or 6 and 7, 8, 31, 41, and 42)
- RouteMAP IMS (either 3, 4, or 5 and 8, 15, and 31)

### Mobile GIS

- ArcPad (1, 12, and 13)
- ArcPad Application Builder (1)
- ArcGIS Mobile ADF Application Deployments (1, 15, and 16)

### Developer GIS

- ESRI Developer Network (EDN) Software, Web Services, and Data (6, 7, 24, 25, 33, 34, 35, and 36)
- ArcGIS Engine Developer Kit (either 1 or 6 and 14, 15, 22 and 43)
  - Extensions (7)
- ArcGIS Engine Runtime (1, 15, and 22)
  - Extensions (7)
- MapObjects—Windows Edition (1, 14, 15, 16, and 18)
- MapObjects—Java Edition (1, 5, 8, 15, 18, and 19)
- MapObjects LT (1, 14, and 16)

- NetEngine (1, 5, and 15)
- NetEngine Internet (5)

### GIS Viewers and Connectors

- ArcExplorer—Java and Windows Editions (1 and 20)
- ArcGIS Explorer (1 and 20)
- ArcGIS For AutoCAD (1 and 20)

### Business GIS

- ArcGIS Business Analyst (either 1 or 2)
- ArcView Business Analyst (1)
- ArcLogistics Route (either 1 or 2 and 11)
- BusinessMAP (1)

### Cartographic Production

- Maplex (1)
- Military Overlay Editor (1)
- Production Line Tool Set (PLTS) for ArcGIS, GIS Data ReViewer, Job Tracking for ArcGIS (JTX) (either 1 or 2), Job Tracking for ArcGIS Server (either 4 or 5 and 7)

### Web Services

- ArcGIS Online (6, 25, 33, 34, and 35)
- ArcWeb Services (6, 16, 25, and 36)

### Data

- ESRI Map Data (either 1 or 5 and 23 and 37)
- Demographic Data (either 1 or 5)
  - CommunityInfo
  - Retail Marketplace
  - Consumer Expenditure
- Community Tapestry Data
  - For Appending to Customer Records (6 and 21)
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- Community Coder (6 and 21)
- Sourcebook•America (1)
- Portfolio Product Suite (1)
- ArcGIS Data Appliance (6, 23, and 25)
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