

IMPORTANT—READ CAREFULLY

Unless superseded by a signed license agreement between you and Esri, Esri is willing to provide Education Products to you only if you accept all terms and conditions contained in this Higher Education Institution License Agreement. Please read the terms and conditions carefully. You may not use the Education Products until you have accepted the terms and conditions of this Higher Education Institution License Agreement. If you do not agree to the terms and conditions as stated, do not click the acceptance button and exit the registration screen.

HIGHER EDUCATION INSTITUTION LICENSE AGREEMENT

This Higher Education Institution Agreement ("**Agreement**") is between you (hereinafter "**Customer**" or "**Institution**") and **Environmental Systems Research Institute, Inc. ("Esri")**, the licensor of the Education Products licensed under this Agreement.

This Agreement gives Institution certain limited rights to use the Education Products for Academic or Administrative Use subject to payment of an Annual Fee and the terms of this Agreement as specified herein. Institution acknowledges that Institution has read and understood this Agreement and agrees to be bound by the terms and conditions hereof

ARTICLE 1—DEFINITIONS

Definitions. All definitions in other parts of the Higher Education Institution License Agreement shall have the same meaning as the definitions in the Higher Education Institution License Terms and Conditions. In addition, the following definitions are added to the Agreement.

- "Academic Use" means use of the Education Products in connection with Teaching/Learning and Scholarly Research.
- "Administrative Use" means use of the Educational Products for operation of Institution. Administrative Use can include activities such as asset property and facilities management, demographic analysis, routing, campus safety, student recruiting, fundraising and accessibility analysis.
- "Annual Fee" means the yearly nonrefundable fee that Institution must pay Eduserv for the right to use the Education Products and to receive upgrades and technical support.
- "Authorized Users" means registered students, teaching staff, and staff members of Institution.
- "Consulting" means research that is carried out of behalf of and funded by an external entity, and involves contracts in which an external entity has identified deliverables in advance. The external entity is the primary beneficiary of Consulting.
- "Deploy," "Deployment," or "Deployed" means to redistribute or provide access to the Education Products to Authorized Users for their exclusive use. Deploy, Deployment, or Deployed may also include assigning a Named User identity to an Authorized User.
- "Education Products" means any and all copies of the Products that are included in the option for which Institution has paid the applicable Annual Fee. Education Products are listed in Appendix A to Higher Education Institution License Agreement, which is incorporated herein by reference, and provided as a separate document.
- "Incident(s)" means a failure of Products to operate according to the Documentation.
- "License Agreement" means the applicable license agreement for Esri Products incorporated by this reference that is (i) found at <http://www.esri.com/legal/software-license>; and available in the installation process requiring acceptance by electronic acknowledgment or (ii) a signed license agreement for Esri Products that supersedes such electronically acknowledged license agreement.
- "Distributor" means ESRI (UK) Limited. Distributor is authorized by Esri to provide access to Education Products and to distribute updates and provide Product technical support as described in Distributor's most current applicable Maintenance services policy.
- "Personal Research" means independent scholarly activity.
- "Primary Contact" means the staff member designated by Institution to be the central point of contact between Institution and Distributor and whose duties include, but are not limited to, management, ordering, and Deploying Education Products; obtaining authorization numbers; identifying Tier 1 Help Desk individuals; and assisting Authorized Users as required.

- “Scholarly Research” means Personal Research or Sponsored Research in which no particular outcome or deliverable is specified in advance. The student, educator or society is the primary beneficiary of Scholarly Research.
- Sponsored Research” is scholarly activity that is funded by an external entity but managed within Institution.
- “Teaching/Learning” means the processes by which existing knowledge is imparted and learned. Teaching/Learning includes both formal and informal activities. Formal teaching and learning typically involve class/courses in which students register to earn academic credit, and may involve other purposeful activity that is required to earn a credential. Informal teaching and learning include activities that contribute to students’ intellectual and social development, but which are not required for a credential, such as extracurricular activities and internships.
- "Technical Support" means a process to attempt to resolve reported Incidents through error correction, patches, hot fixes, and workarounds; replacement deliveries; or any other type of Product corrections or modifications specified in the most current applicable Distributor software maintenance policy.
- "Tier 1 Help Desk" means Institution's point of contact from which all Tier 1 Support will be given to Authorized Users.
- "Tier 1 Support" means the Technical Support provided by the Tier 1 Help Desk as the primary contact to Authorized Users in the attempted resolution of reported Incidents.
- "Tier 2 Support" means the Technical Support provided by Distributor to the Tier 1 Help Desk when an Incident cannot be resolved through Tier 1 Support.

ARTICLE 2—GRANT OF LICENSE

Institution's use of the Education Products is subject to the License Agreement and any additional terms set forth in Article 2 and in Article 3 below. Institution shall remain primarily responsible to Esri for compliance with the terms and conditions of this Agreement by Authorized Users. Use of the Education Products for Consulting, or any other form of commercial or profit-generating activities 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

The Permitted Uses and Uses Not Permitted sections of the License Agreement are modified to include the additional provisions in Sections 3.1 and 3.2 below:

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

- a. Institution may copy and Deploy the Educational Products up to the number of users or quantity of licenses that corresponds to the option of Higher Education Institution License listed in Appendix A for which the applicable Annual Fee has been paid solely for Academic Use or Administrative Use as specified in Appendix A.
- b. Institution may Deploy the Education Products to Institution’s overseas campuses.
- c. Institution may permit Authorized Users to use the Education Products in any geographic location in accordance with the terms of this Agreement, subject to the Export Compliance provision of the License Agreement.
- d. Institution may Deploy Education Products to devices owned by third parties in a virtual or hosted environment provided access is limited solely to Authorized Users through use of a license manager or user identity.
- e. Where Institution wishes to permit its consultants or contractors use of the Educational Products pursuant to the ‘Consultant or Contractor Access’ clause in the License Agreement (Section 1.3), if such Educational Products are to be installed on the consultant or contractor’s computers or machines, Institution shall seek Distributor’s prior written approval. Institution shall provide all information reasonably requested by Distributor. Where Distributor provides such approval, Institution shall abide by any reasonable restrictions set out in such approval.

3.2 Additional Uses Not Permitted.

- a. Institution shall not use or permit Authorized Users to use the Educational Products for Consulting or any other form of commercial or profit-generating activities.
- b. Except as expressly permitted herein, Institution shall not transfer, redistribute, or assign Education Products to any third party without the prior written permission of Esri. Notwithstanding, Value-Added Applications that permit

anonymous use may be used by third parties, as long as no Named User credential is assigned to the third party, and/or no Education Product is installed on a computer owned by a third party.

ARTICLE 4—MAINTENANCE

4.1 Maintenance. Maintenance is included in the Annual Fee. Education Products will receive Maintenance, provided that standard maintenance is available for each item. Maintenance includes benefits specified in the then-current Distributor technical support policy as modified in this Section 4.1.

a. Tier 1 Support Provided by Institution

- (1) The Tier 1 Help Desk will provide Tier 1 Support to Authorized Users.
- (2) The Tier 1 Help Desk will use analysts trained in the Products they are supporting.
- (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) Tier 1 Support analysts will be the initial points of contact for all questions and Incidents. Tier 1 Support analysts shall obtain a full description of each reported Incident and the system configuration from Institution. This may include obtaining any customizations, code samples, or data involved in the Incident. The analyst may also use any other information and databases that may be developed to satisfactorily resolve Incidents.
- (5) If the Tier 1 Help Desk cannot resolve an Incident, an authorized Tier 1 Help Desk individual may contact Distributor for Tier 2 Support. The Tier 1 Help Desk shall provide support in such a way as to minimize repeat calls and make solutions available to Authorized Users.
- (6) Institution may assign the quantity of named Tier 1 Help Desk individuals for which the applicable Annual Fee has been paid. These individuals will be the only individuals (callers) authorized to contact Distributor directly for Tier 2 Support.

b. Tier 2 Support Provided by Distributor

- (1) Distributor shall log the calls received from Tier 1 Help Desk individuals.
- (2) Distributor shall review all information collected by and received from Tier 1 Help Desk individuals including preliminary documented troubleshooting provided by the Tier 1 Help Desk when Tier 2 Support is required.
- (3) Distributor 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) Distributor shall attempt to resolve Incident submitted by Tier 1 Help Desk by assisting the Tier 1 Help Desk individuals and not Institution.
- (5) When an Incident is resolved, Distributor shall communicate the information to the Tier 1 Help Desk individuals, and the Tier 1 Help Desk shall disseminate the resolution to Institution.
- (6) Distributor may, at its sole discretion, make patches, hot fixes, or updates available for downloading from Esri's website or, if requested, deliver them on media.

ARTICLE 5—ORDERING, DELIVERY, AND ADMINISTRATIVE PROCEDURES

5.1 Orders and Delivery

- a. Distributor will provide Authorization Codes that enable Institution to download, operate, or provide access to the Education Products following Institution's acceptance of this Agreement and receipt of order by Eduserv.
- b. Institution may purchase additional backup media sets at the prices in effect at the time of purchase. Delivery or receipt of tangible media could cause prior and future license fees to be subject to taxes. Institution acknowledges that Eduserv has a right to invoice for and Institution agrees to pay any such sales or use tax associated with receipt of tangible media
- c. Institution 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 Educational Products under this Agreement. However, if Institution is exempt from such taxes, duties, fees, withholding, or other charges, Institution shall provide Eduserv with evidence of exemption from such charges.

5.2 Changes by Supplement. Appendix A deliverables and scope of use may be modified, and new Education Products and services may be added or prices reduced by notice provided by Distributor to the Primary Contact. Institution acknowledgment is not required to activate the modifications. Esri reserves the right to modify or remove Education Products included in Appendix A upon reasonable written notice to the Primary Contact 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 to Esri customers.

5.3 Esri International User Conference. During the Term of this Agreement, Institution shall receive the quantity of passes to the Esri International User Conference and the Esri Education GIS Conference indicated in Appendix A. Third parties may not represent Licensee at any Esri International User Conferences or Esri Education GIS Conferences.

ARTICLE 6—TERM AND TERMINATION

6.1 Term. The term of this Agreement is three (3) years, commencing on August 1, 2017 and expiring on July 31, 2020, unless terminated earlier as provided herein. Institution's payment of the Annual Fee constitutes acceptance of any new terms and conditions applicable to the Education Products.

6.2 Termination. In the event this Agreement is terminated by Institution for convenience, Institution 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 Institution's failure to pay the Annual Fee), or by Institution for convenience, all licenses Deployed shall also terminate. Institution shall (i) cease access and use of Online Services and clear Online 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 Educational Products (except upon prior written approval by Esri, such approval not to be unreasonably withheld, Institution may retain a copy for archive purposes only). Institution shall represent in writing to Esri or Distributor that all copies have been destroyed. Institution may continue to use Rolled-In Products following termination of this Agreement subject to compliance with the License Agreement, with the exception of termination for Institution's material breach.

ARTICLE 7—INSTITUTION'S RESPONSIBILITIES

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

- a. Appoint a Primary Contact.
- b. Appoint Tier 1 Help Desk individuals as specified herein.
- c. Create and maintain an up to date list of Authorized Users whom are assigned a Named User identity.
- d. Where appropriate, encourage the use of GIS to all departments within Institution.
- e. Make best efforts to maintain a high level of expertise in the use of the Products among Authorized Users by offering courses, encouraging attendance at the annual Esri Education GIS Conference and the International User Conference, and making use of Self-Paced eLearning courses offered by Esri, as appropriate.
- f. Inform Authorized Users that their use of the Education Products is subject to the above restrictions and the terms and conditions of the License Agreement.
- g. Implement reasonable processes to ensure that Authorized Users remove the Products from their personal computers upon leaving Institution.

ARTICLE 8—LEGAL NOTICES

Except as provided in Section 5.2, 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: Distributor: Legal Department, Millennium House
65 Walton Street, Aylesbury, Bucks, HP217QG

To: Institution (information provided at the time of order)