



EDUCATION
SITE LICENSE AGREEMENT

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

Agreement No. 2012MSL67

This Education Site License Agreement, including the documents listed below (collectively, "Agreement"), is between the licensee printed below ("**Managing Licensee**") and **Environmental Systems Research Institute, Inc. ("Esri")**. This Agreement entitles Licensee to license certain Esri Software, Data, Web Services, and Documentation and to 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 effective as of the last signature date written below.

This Education Site License Agreement is only available to a community/technical/vocational college, college/university campus, or university system. Managing Licensee hereby represents that each of the Licensees qualify as one of the entity types listed in this paragraph and agree to comply with the terms and conditions of this Agreement.

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

1. This signature page
2. Education Site License Terms and Conditions, including
 - Appendix A, Deliverables
 - Appendix B, Licensee Contact Information
 - Appendix C, Participating Institutions
3. License Agreement
 - General License Terms and Conditions, E200M
 - 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) Education Site License Agreement, E145; (2) Exhibit 1, Scope of Use, E300; and (3) General License Terms and Conditions, E200M.

Managing Licensee hereby represents and warrants that it has been granted the necessary authority to sign this Agreement on behalf of Licensees, and bind Licensees to the terms and conditions of this Agreement.

This Agreement may be executed in duplicate by the Parties. An executed Agreement, modification, amendment, or separate signature page shall constitute a duplicate if it is transmitted through electronic means, such as fax or e-mail, and reflects the signing of the document by any Party. Duplicates are valid and binding even if an original paper document bearing each Party's original signature is not delivered. This Agreement may also be executed in counterparts, all of which, taken together, shall be deemed one (1) original document.

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:

WRIGHT STATE UNIVERSITY/OHIOLINK
(Managing Licensee)

By: *J. Magill*
Authorized Signature

Printed Name: JOHN MAGILL

Title: EXEC DIR Ohio LINK

Date: 6/5/12

ENVIRONMENTAL SYSTEMS
RESEARCH INSTITUTE, INC.
(Esri)

By: _____
Authorized Signature

Printed Name: _____

Title: _____

Date: _____

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 Education Site License Terms and Conditions. In addition, the following definitions apply to this Agreement:

- "Administrative Use" means use of the Software, Data, Web Services, or Documentation for activities, such as asset mapping, facilities management, demographic analysis, routing, campus safety, and accessibility analysis that are not directly related to instruction, education, or academic research.
- "Annual Fee" means the yearly nonrefundable fee that Managing Licensee must pay Esri for the Site License for the right to use the Software, Data, Web Services, and Documentation that are included in the Site License and to receive upgrades and technical support.
- "Authorized Users" means registered students, teaching staff, and staff members of Licensee.
- "Deploy" or "Deployment" means to redistribute or the redistribution of the Programs by Licensee to Authorized Users for use on Licensee's hardware, except provided herein.
- "GIS Specialist" means the teaching staff/staff member of Licensee (or his/her designee) who is technically oriented, familiar with GIS technology, and authorized to contact Esri's technical support directly to support Authorized Users.
- "Licensee" means Managing Licensee, and the Participating Institutions listed in Appendix C.
- "Primary Contact" means the staff member designated by Licensee to be the central point of contact between Licensee and Esri and whose duties include, but are not limited to, management, ordering, and redistribution of Programs to Authorized Users; obtaining authorization numbers; 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 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 Site License.
- "Site" means participants listed in Appendix C.
- "Site License" means a grant of rights and restrictions for use of certain products during the term of the Agreement at specific locations.

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 Education Site License Terms and Conditions. Managing 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 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.

As a condition of the Grant of License set forth in Article 2, Managing Licensee represents and warrants that it will bind and hereby does bind each Licensee to the terms and conditions of this Agreement.

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 Table A-1 of Appendix A for the Site License for which the Annual Fee has been paid, solely for teaching, research, and Administrative Uses.
- b. Licensee may copy and Deploy the Programs up to the quantity of licenses granted in Table A-2 of Appendix A for which the Annual Fee has been paid solely for teaching and research.
- c. Licensee may copy and Deploy the Programs up to the quantity of licenses granted in Table A-3 of Appendix A for which the Annual Fee has been paid, solely for teaching.
- d. Licensee may permit teaching and research staff, coterminous with this Agreement and with each individual's tenure at the Site, to remove a copy of the Programs from the Site and install and use it on the individual's personal computer only for academic-related purposes.
- e. Provided Licensee qualifies as a community college, technical institute, vocational school (post secondary), college or university, Licensee may permit registered students to install and use a version 10.x Concurrent Use license of the

Desktop GIS Programs identified in Table A-1 of Appendix A (“Concurrent Use License”) on the student’s personal computer while the student is connected to Licensee’s secure network. In addition, Licensee may permit registered students to borrow a Concurrent Use License for use on a personal computer while disconnected from Licensee’s secure network.

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 listed in Table A-1 of Appendix A for any nonacademic, nonadministrative, or commercial or profit-generating activities.
- b. Licensee shall not allow Authorized Users to use the Programs listed in Table A-2 of Appendix A for any nonacademic, Administrative Use, or commercial or profit-generating activities.
- c. Licensee shall not allow Authorized Users to use the Programs listed in Table A-3 of Appendix A for any nonacademic, Administrative Use, research or commercial or profit-generating activities.
- d. Licensee shall not Deploy the Programs to any of its other affiliated or sponsored locations, unless expressly included in this Agreement.
- e. Except for use in research or educational fieldwork where required by Licensee, or as permitted in Sections 3.1(d) and 3.1 (e), 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.
- f. Licensee shall not redistribute Software activation number(s), registration number/license authorization file(s) to students.
- g. Licensee shall not use, transfer, redistribute, Deploy or permit Authorized users to use the Programs outside of the United States without the prior written permission of Esri.

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 Esri 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 may, at its discretion, terminate this Agreement and exclude Licensee from further participation in the Education Site License program.

3.4 Existing Esri Software License Agreements. This Agreement supersedes Site License Agreement No. 97S1290. 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 Esri technical support policy as modified in this Article 4.1, provided Managing Licensee remains current on its payment of the Annual Fee. Licensee's GIS Specialist(s) will be the only individual(s) authorized to contact Esri for technical support. Maintenance does not include technical support services for Web Services.

4.2 Upgrades. During the general commercial release of the Software, Esri, 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. Managing Licensee shall issue a purchase order to Esri for the initial Annual Fee upon execution of this Agreement. The subsequent Annual Fee(s) shall be payable annually to Esri for the 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. Esri will invoice against each purchase order upon shipment or issuance of authorization numbers as appropriate.

5.2 Authorization Numbers. Software authorization numbers are required to run single use, concurrent use, and server licenses. Licensee will be provided with single use, concurrent use, and server authorization numbers that time out with their contract term. Licensee will have access to the Customer Care site to manage and distribute its licenses. Provided that Licensee remains current on its payment of the Annual Fee, licenses will be extended to time out with the new term.

5.3 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 Esri to the Primary Contact. Licensee acknowledgment is not required to activate the modifications. Esri reserves the right to modify or remove Programs included in the Site License(s) 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 in site licenses to Esri licensees.

5.4 Esri International User Conference. Licensee shall receive registrations to the Esri International User Conference and the Education User Conference in the quantities offered for the 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 annual 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 current annual term license. Licensee's payment of the Annual Fee constitutes acceptance of any new terms and conditions applicable to the Programs and Web Services.

6.2 Termination. In the event this Agreement is terminated by Managing Licensee for convenience, Managing 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. In the event this Agreement is terminated by Managing Licensee for material breach by Esri, Managing Licensee shall be entitled to a partial refund of that year's Annual Fee(s) paid, which shall be calculated based upon the remaining months in the annual term. 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 for a material breach (including Managing Licensee's failure to pay the Annual Fee), or by Managing Licensee for convenience or material breach, 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 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.

6.3 Termination of a Particular Licensee. Esri may elect to terminate the license rights of a particular Licensee for material breach without terminating this Agreement with Managing Licensee or other Licensees. The breaching Licensee will be given a period of ten (10) days from date of written notice to cure any material breach. Upon the termination of the Licensee, any licenses for Deployments provided to Licensee will also terminate. Managing Licensee shall reasonably cooperate with Esri in termination of a Licensee in material breach of this Agreement, including enforcement of the Agreement with respect to such Licensee. There will be no reduction in the Annual Fee if a Licensee's rights are terminated. The terminated Licensee will have no further access to any benefits, entitlements, rights, or other items included in or otherwise related to this Agreement.

ARTICLE 7—MANAGING 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 Site License.
- c. Appoint a Virtual Campus Annual User License administrator. This individual will be responsible for receiving the master subscription code from Esri and using it to generate individual course access codes for teaching staff, staff members, and student course attendees. The Virtual Campus Annual User License administrator may also be the Primary Contact.
- d. Where appropriate, encourage the use of GIS to all departments within the Site.
- e. Make best efforts to maintain a high level of expertise in the use of the Software among students and staff members 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.

- f. Inform students that the Programs may not be used outside of the United States without the prior written permission of Esri.
- g. Inform students that their use of the Programs is subject to the above restrictions and the terms and conditions of the License Agreement.

ARTICLE 8—LEGAL NOTICES

Except as provided in Section 5.3, 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)

**APPENDIX A
DELIVERABLES**

Table A-1

Licensee may copy and Deploy the Programs listed in Table A-1 up to the total quantity of licenses indicated below for teaching, research, and Administrative Use:

Programs	Total Quantity/Seats
Desktop GIS	
ArcInfo (Single and Concurrent Use)	Unlimited
ArcEditor (Single and Concurrent Use)	Unlimited
ArcView (Single and Concurrent Use)	Unlimited
ArcGIS 3D Analyst (Single and Concurrent Use)	Unlimited
ArcGIS Data Reviewer	Unlimited
ArcGIS Geostatistical Analyst (Single and Concurrent Use)	Unlimited
ArcGIS Network Analyst (Single and Concurrent Use)	Unlimited
ArcGIS Spatial Analyst (Single and Concurrent Use)	Unlimited
ArcGIS Tracking Analyst (Single and Concurrent Use)	Unlimited
ArcGIS Workflow Manager (Single and Concurrent Use)	Unlimited
ArcScan for ArcGIS (Single and Concurrent Use)	Unlimited
ArcGIS Publisher (Single and Concurrent Use)	Unlimited
ArcGIS Schematics (Single and Concurrent Use)	Unlimited
Maplex for ArcGIS (Single and Concurrent Use)	Unlimited
Server GIS	
ArcGIS Server Advanced Enterprise, with Extensions	Unlimited
ArcGIS Server Advanced Workgroup, with Extensions	Unlimited
ArcGIS Tracking Server (Software is available by request only. Implementation Services are not included.)	Unlimited
ArcIMS	Unlimited
Mobile GIS	
ArcGIS Mobile	Unlimited
Esri Developer Network (EDN) for Education (available by request only)	Unlimited
Specialized GIS	
Esri Aeronautical Solution	Unlimited
Esri Defense Solution	Unlimited
Esri Nautical Solution	Unlimited
Esri Production Mapping	Unlimited
Business GIS	
ArcLogistics 9.3 (without Data)	Unlimited
ArcView 3.x (available by request only)	
ArcView 3.x with ArcView Spatial Analyst, Network Analyst, 3D Analyst, ArcPress for ArcView, and ArcView Tracking Analyst	Unlimited
Additional Benefits	
GIS Specialists	25
Passes to the Esri International User Conference including the Education User Conference	24

Table A-2

Licensee may copy and Deploy the Programs listed in Table A-2 up to the total quantity of licenses indicated below for teaching and research only. No Administrative Uses are permitted.

Programs	Total Quantity/Seats
Mobile GIS	
ArcPad	Unlimited
Business GIS	
Data included with ArcLogistics (TomTom North American and European Data)	Unlimited
ArcGIS Desktop Extension	
ArcGIS Data Interoperability	Unlimited
ArcGIS Server Extension	
Data Interoperability Extension for ArcGIS Server	Unlimited

Table A-3

Licensee may copy and Deploy the Programs listed in Table A-3 up to the total quantity of licenses indicated below for teaching and student learning purposes only. No research or Administrative Uses permitted. Programs in this Table A-3 are **by request only**.

Programs	Total Quantity/Seats
Esri Business Analyst (Desktop Premium, Server & Online Premium)*	Unlimited
Community Analyst	Unlimited

* Data licensed with Esri Business Analyst Premium and Esri Business Analyst Server is restricted for use only in conjunction with the respective Business Analyst extension.

The list in Table A-1, Table A-2, and Table A-3 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.

FEES

Annual Fee	\$125,000.00
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The following is also included in the Annual Fee for the Site License:

An unlimited Esri Virtual Campus Annual User License (Virtual Campus AUL) on the condition that the Annual Fee has been paid and the contract is current. The Virtual Campus AUL gives access to all asynchronous, self-study Virtual Campus courses. These are primarily technology courses that teach Esri Software.

To participate in the Virtual Campus AUL, the Virtual Campus AUL administrator will need to fill out the Annual User License Activation form located at <http://training.esri.com/campus/license/activation/index.cfm>.

Once this online form is received, the account will be verified. Upon verification, a "master code" will be sent to the Virtual Campus AUL 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 AUL administrator may appoint up to ten (10) teaching staff or staff members 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.

**APPENDIX B
LICENSEE CONTACT INFORMATION**

Primary Contact

Name: JOHN MAGILL
Department: Ohio LINK
Telephone: 614-485-6726
E-mail: johnm@ohiolink.edu
Address: 35 E Chestnut St, 8th FL
COLUMBUS, OH 43215

Virtual Campus Annual User License Administrator

Name: STEVEN GORDON
Department: OHIO SUPER COMPUTER CENTER
Telephone: 614-292-4132
E-mail: sgordon@osc.edu
Address: _____

Legal Notices to Licensee:

Name: ~~JULIE C BLAKE~~ JOHN MAGILL
Telephone: 614-485-6726
Fax No.: 614-228-1807
E-mail: johnm@ohiolink.edu
Address: 35 E. CHESTNUT ST, 8th FL
COLUMBUS, OH 43215

Client's Contract Administrator

Name: JULIE C. BLAKE
Telephone: 614-485-6723
Address: 35 E. CHESTNUT ST 8th FL
COLUMBUS, OH 43215

APPENDIX C
PARTICIPATING INSTITUTIONS

Participants must be an accredited higher education institution in order to participate in this Agreement.
Upon request Licensee must provide Esri a list of the current participants.

Antioch College	Mt. Union College
Antioch University	Mt. Vernon Nazarene College
Ashland University	Muskingum College
Athenaeum of Ohio	Northeast Ohio Medical University (NEOMED)
Baldwin-Wallace College	North Central Technical College
Belmont Technical College	Northwest State Community College
Bowling Green State University	Northwestern Ohio, University of
Bluffton University	Notre Dame of Ohio
Capital University	Oberlin College
Case Western Reserve University	Ohio Christian University
Cedarville University	Ohio Dominican University
Central Ohio Technical College	Ohio Northern University
Central State University	Ohio State University
Cincinnati Christian University	Ohio University
Cincinnati State Technical and Community College	Ohio Wesleyan University
Clark State Community College	Otterbein College
Cleveland Clinic College of Medicine	Owens Community College
Cleveland State University	Pontifical College Josephinum
Columbus College of Art and Design	Rhodes State College
Cuyahoga Community College	Rio Grande Community College
Defiance College	Saint Mary Seminary
Denison University	Shawnee State University
Eastern Gateway Community College	Sinclair Community College
Edison State Community College	Southern State Community College
Findlay, The Univ. of	Stark State College of Technology
Franciscan University of Steubenville	Terra Community College
Franklin University	Tiffin University
Heidelberg College	Trinity Lutheran Seminary
Hiram College	University of Akron
Hocking College	University of Cincinnati
John Carroll University	University of Dayton
Kent State University	University of Toledo
Kenyon College	Urbana University
Lakeland Community College	Ursuline College
Lorain Community College	Walsh University
Lourdes College	Washington State Community College
Malone University	Wilberforce University
Marietta College	Wilmington College
Marion Technical College	Wittenberg University
Mercy College of Northwest Ohio	Wooster, The College of
Methodist Theological School in Ohio	Wright State University
Miami University	Xavier University
Mt. Carmel College of Nursing	Youngstown State University
Mt. St. Joseph, College of	Zane State College



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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" means any Esri or third-party digital dataset(s) including, but not limited to, geographic vector data coordinates, raster, reports, or associated tabular attributes, licensed under this License Agreement.
- c. "Documentation" means all printed and digital materials including, but not limited to, help files, user reference documentation, training documentation, or technical information and briefings.
- d. "Samples" means sample code, sample applications, add-ons, or sample extensions of Software, Data, Documentation, or Web Services.
- e. "Software" means all or any portion of Esri's proprietary software technology accessed or downloaded from an Esri authorized website or delivered on any media in any format including backups, updates, service packs, patches, hot fixes, or permitted merged copies.
- f. "Term License" means licenses provided for use in a limited time period or on a subscription or transaction basis.
- g. "Web Services" means software services or Esri or third-party data provided by Esri that perform geographic information system (GIS) functions, tasks, or data services and are accessed over the Internet.

ARTICLE 2—INTELLECTUAL PROPERTY RIGHTS AND RESERVATION OF OWNERSHIP

Software, Data, Web Services, and Documentation are licensed and not sold. Esri and its licensors own Software, Data, Web Services, Documentation, and all copies, which are protected by United States and applicable international laws, treaties, and conventions regarding intellectual property and proprietary rights including trade secrets. Licensee agrees to use reasonable means to protect Software, Data, Web Services, and Documentation from unauthorized use, reproduction, distribution, or publication. Esri and its third-party licensors reserve all rights not specifically granted in this License Agreement including the right to change and improve Web Services.

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 solely to

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

3.2 Beta License. Licensee may be accepted into a current Beta Testing Program.

- a. If Licensee is accepted into the Beta Testing Program, Esri will provide to Licensee access to Beta and will grant Licensee a personal, nonexclusive, nontransferable, royalty-free Term License to use Beta at the authorized and identified test sites solely for the purpose of testing Beta as delivered, in accordance with the Beta Testing Program guidelines and the terms of this License Agreement. This grant of license is effective from the date Licensee is accepted into the program or date of receipt of any Beta until the date of the commercial release of Software from Esri Customer Service or the date of termination of the Beta Testing Program for the specific Beta, whichever is sooner.
- b. Licensee agrees to provide suggestions or comments regarding performance, usability or effectiveness, bug reports, test reports, or other feedback (collectively, "Feedback") to Esri with respect to Beta.

- c. Licensee grants to Esri the right to freely use, share, disclose, reproduce, license, distribute and otherwise publicly display and perform any Feedback provided to Esri by Licensee. Licensee will not provide Feedback that Licensee knows or reasonably should have known contains content subject to license or use restrictions.
- d. Beta and Feedback contain confidential information and trade secrets that are proprietary to Esri. Licensee agrees to use commercially reasonable means (at least as great as those used by Licensee for its own confidential information) to maintain the integrity, confidentiality, and Esri proprietary rights in Beta and Feedback. Licensee may not share or release Feedback or results of Beta testing with any third party.
- e. Beta is subject to change prior to its commercial release or may never be commercially released. Licensee acknowledges that Beta is not suitable or licensed for full use in any production system and accepts all responsibility for use and any results generated.

3.3 Evaluation License. Esri may from time to time offer Term License(s) for Software, Data, Web Services, or Documentation for Licensee's evaluation only.

3.4 Consultant or Contractor Access. Subject to Section 3.1, Esri grants Licensee the right to provide access to and use of Software, Data, Web Services, or Documentation to any consultant or contractor of Licensee exclusively for the benefit of Licensee. Licensee shall be solely responsible for compliance by consultants and contractors with this License Agreement. Access to or use of Software, Data, Web Services, and Documentation by consultants or contractors not exclusively for the benefit of Licensee is prohibited.

ARTICLE 4—SCOPE OF USE

4.1 Permitted Uses

- a. Licensee may install and store Software, Data, and Documentation on electronic storage device(s).
- b. Licensee may make one (1) copy of Software, Data, and Documentation for archival purposes. Licensee may make routine computer backups.
- c. Licensee may customize 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 Documentation.
- d. Licensee may use, copy, or prepare derivative works of Documentation supplied in digital format and thereafter reproduce, display, and redistribute the customized documentation only for Licensee's own internal use. Portion(s) of Documentation supplied in digital format merged with other software and printed or digital documentation are subject to this License Agreement. Licensee shall include the following copyright attribution notice acknowledging the proprietary rights of Esri and its licensors: "Portions of this document include intellectual property of Esri and its licensors and are used herein under license. Copyright © [*Insert the actual copyright date(s) from the source materials*] Esri and its licensors. 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 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 Software, Data, Web Services, and Documentation. Licensee shall not use Software, Data, Web Services, or Documentation for a site or service and operate the site or the service for a profit or generate revenue through direct or indirect methods (e.g., advertising or by charging for access to the site or service).
- b. Except as provided herein, Licensee shall not redistribute Software, Data, or Web Services to third parties, in whole or in part, including, but not limited to, extensions, components, or DLLs.
- c. Licensee shall not reverse engineer, decompile, or disassemble 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 Software, Data, Web Services, and Documentation.
- e. Except as provided herein, Licensee shall not redistribute Software activation number(s), registration number/license authorization file(s), developer license file(s), or Web Services access codes to third parties.
- f. Licensee shall not use 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 licensors' patent, copyright, trademark, or proprietary rights notices contained in or affixed to Software, Data, Web Services, or Documentation.
- h. Licensee shall not unbundle individual or component parts of Software or Data for independent use.
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EXHIBIT 1
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(E300 09/29/2011)

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The scope of use for the Software, Data, and Web Services identified below is described in the applicable footnotes identified in parentheses.

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- ArcExplorer—Java and Windows Editions (20 and 25)
- ArcGIS API for iOS, Windows Phone, or Android (1, 16, 25, and 33)
- ArcGIS Desktop
 - ArcInfo (either 1 or 2 and 25, 26, 33, 44, and 45)
 - ArcEditor (either 1 or 2 and 25, 26, 33, 44, and 45)
 - ArcView (either 1 or 2 and 25, 33, 44, and 45)
- ArcGIS Desktop Extensions (7)
- ArcGIS Engine Developer Kit and Extensions (1, 14, 15, 22, 25, 26, and 43)
- ArcGIS Engine Runtime and Extensions (either 1 or 2 and 15, 22, 25, 26, and 33)
- ArcGIS Explorer (20, 25, and 33)
- ArcGIS for AutoCAD (1, 20, and 25)
- ArcGIS for iOS (1, 25, and 33)
- ArcGIS Mobile Deployments (1, 15, 16, 25, 33, and 54)
- ArcGIS Runtime (1, 15, 18, 33, 35, and 59)
- ArcGIS Runtime SDK (1, 15, 18, 33, 35, and 60)
- ArcGIS Server
 - Workgroup (either 3 or 5 and 8, 9, 25, 28, 29, 30, 32, 33, 38, 39, 40, and 45; if licensed as a Term License, 6 will also apply)
 - Enterprise (either 3, 4, or 5 and 8, 9, 25, 27, 31, 33, 38, 39, 40, and 45; if licensed as a Term License, 6 will also apply)
 - > Cloud Bundle (6 and 33)
- ArcGIS Server Extensions
 - ArcGIS for INSPIRE (7, 8, 33, and 35)
 - ArcGIS Server Geoportals Extension (either 3, 4, or 5 and 7 and 52)
 - ArcGIS Server Image Extension (7, 8, and 42)
 - ArcGIS Server Image Extension Service Editor (1)
 - Other Extensions (7)
- ArcGIS Web Mapping (including SharePoint, JavaScript, Adobe Flex, Microsoft Silverlight/WPF, SOAP, and REST) (6, 33, and 35)
- ArcIMS
 - ArcIMS and Extensions (either 3, 4, or 5 and 8, 10, 31, and 45)
- ArcLogistics
 - Desktop (1 and 25)
 - Using ArcGIS Online (6, 20, 25, 34, 35, and 46)
 - Using ArcGIS Server (6, 20, 25, 34, 35, and 46)
 - Navigator (1 and 46)
- ArcPad (1, 12, 13, 25, and 33)
- ArcReader (20, 25, 33, and 45)
- ArcView 3.x and Extensions (1, 7, and 17)
- Esri Aeronautical Solution (either 1 or 2)
- Esri Business Analyst (Canadian Edition) (either 1 or 2 and 6, 25, 33, 36, 45, and 48)
- Esri Business Analyst (either 1 or 2 and 25, 33, 45, and 48)
- Esri Business Analyst Online API for Adobe Flex, Microsoft Silverlight, SOAP, and REST (6, 16, 25, 33, 35, 55, and 56)

- Esri Business Analyst Server
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 - Enterprise (either 3, 4, or 5 and 8, 9, 21, 25, 27, 31, 33, 39, 40, 45, and 48)
- Esri Business Analyst Server (Canadian Edition) (either 3, 4, or 5 and 8, 9, 21, 25, 27, 31, 33, 36, 39, 40, 45, and 48)
- Esri Business Analyst Server Developer (3, 6, 25, 33, 35, and 51)
- Esri Business Analyst Server Developer (Canadian Edition) (3, 6, 25, 33, 35, 36, and 51)
- Esri CityEngine (either 1 or 2 and 44)
- Esri Defense Mapping (either 1 or 2)
- Esri Developer Network (EDN) Software, Web Services, and Data (6, 7, 24, 25, 26, 33, 34, and 35)
- Esri File Geodatabase API (47)
- Esri Nautical Solution (either 1 or 2)
- Esri Production Mapping (either 1 or 2)
- Geoportals Clients for ArcGIS (7, 20, and 52)
- MapIt (11, 25, 31, 33, 35, 49, and 50)
- MapObjects—Java Edition (1, 5, 8, 15, 18, and 19)
- MapObjects LT (1, 14, and 16)
- MapObjects—Windows Edition (1, 14, 15, 16, and 18)
- MOLE (1)
- NetEngine Internet (5)
- Portal for ArcGIS (5, 6, 31, 33, 61, 62, and 63)
- Tracking Server (either 4 or 5 and 31)

Web Services

- ArcGIS Online Services (6, 25, 33, 34, and 35)
- Esri Business Analyst Online (6, 25, 33, 48, 56, 57, and 58)
- Esri Business Analyst Online Mobile (1, 6, 25, 33, 48, 56, 57, and 58)
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Data

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- Tapestry Segmentation (either 1, 2, or 5 and 21 and 48)

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