

## 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Unless superseded by a signed license agreement between you and Esri, Esri is willing to provide Education Products to you only if you accept all terms and conditions contained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 Education Institution 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 Education Institution 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 AGREEMENT

This 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.

## EDUCATION INSTITUTION TERMS AND CONDITIONS

### ARTICLE 1—DEFINITIONS

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

- "Academic Use" means use of the Education Products for teaching and learning purposes and for Scholarly Research.
- "Administrative Use" means use of the Education Products for operation of Institution. Administrative Use can include activities such as asset property and facilities management, demographic analysis, routing, campus safety, student recruiting, fund-raising, and accessibility analysis.
- "Annual Fee" means the yearly nonrefundable fee that Institution must pay JSL for the right to use the Education Products and to receive upgrades and technical support.
- "Authorized Users" means registered students, educators, and staff members of Institution.
- "Case" means any technical issue submitted by Institution to Distributor under Distributor's maintenance policy.
- "Consulting" means research that is carried out on 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.
- "Customer" means Institution and Authorized Users.
- "Deploy," "Deployment," or "Deployed" means to redistribute or provide access to the Education Products by Institution for use by Customer. Deploy, Deployment, or Deployed may also include assigning a Named User identity to Customer.
- "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.
- "Education Products" means the Products identified in Appendix A, Education Products and Deployment Schedule.

- "JSL" means Jisc Services Limited, a company limited by guarantee, registered in England (company number 2881024), appointed by Distributor to facilitate and administer orders for the Education Products.
- "Master Agreement" means the applicable master 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 Esri master agreement or license agreement that supersedes such electronically acknowledged Master Agreement.
- "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, managing, ordering, and Deploying Education Products; obtaining authorization numbers; identifying Tier 1 Help Desk individuals; and assisting Authorized Users as required.
- "Rolled-In Products" means the Education Products that are current on paid maintenance that Customer acquired for use prior to entering into this Agreement and are included in this Agreement.
- "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.
- "Technical Support" means a process to attempt to resolve reported Cases 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 Customer.
- "Tier 1 Support" means the Technical Support provided by the Tier 1 Help Desk as the primary contact to Customer in the attempted resolution of reported Cases.
- "Tier 2 Support" means the Technical Support provided by Distributor to the Tier 1 Help Desk when a Case cannot be resolved through Tier 1 Support.

## ARTICLE 2—GRANT OF LICENSE

Customer's use of the Education Products is subject to the Master Agreement and any additional terms herein. Institution shall remain primarily responsible to Esri for compliance with the terms and conditions of this Agreement and the Master Agreement by Authorized Users, including, but not limited to, all applicable US government export laws and regulations. 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 Uses Permitted and Use Restrictions sections of the Master 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 for Education Products:

- a. Institution may copy and Deploy the Education Products listed in Table A-1 up to the license quantities specified in Table A-2 that correspond to the category of education institution license for which the applicable Annual Fee has been paid solely for Academic Use.
- b. Institution may copy and Deploy the Education Products listed in Table A-3 up to the license quantities specified in Table A-4 that correspond to the category of education institution license for which the applicable Annual Fee has been paid for Administrative Use.
- c. Provided that Institution qualifies as a community college, technical institute, vocational school (postsecondary), college, or university, Institution may permit Authorized Users to use the Education Products on a personally owned device in any geographic location where it is not prohibited by the then-current applicable US government export laws and regulations (currently the following: Iran, Sudan, North Korea, Syria, Cuba, and the Crimea region in the Ukraine), solely for Academic and Administrative Use in accordance with the terms of this Agreement.

- d. Institution may Deploy Education Products to devices owned by third parties in a virtual or hosted environment provided that access is limited solely to Customer through use of a license manager or user identity.

**3.2 Additional Use Restrictions.** The following additional use restrictions apply to Education Products:

- a. Institution shall not use or permit Authorized Users to use the Education Products for Consulting or any other form of commercial or profit-generating activities.
- b. Institution shall not use or permit Authorized Users to use the Education Products in violation of the Export Compliance provision of the Master Agreement, which includes authorizing use, access, or transfer to denied parties, entities, and individuals on any US government sanctioned lists.
- c. Except where permitted herein, Customer 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 provided that 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 Institution and Authorized Users.
- (2) The Tier 1 Help Desk will use analysts fully trained in the Education Products they are supporting.
- (3) At a minimum, Tier 1 Support will include 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 Cases. Tier 1 Support analysts shall obtain a full description of each reported Case and the system configuration from Institution. This may include obtaining any customizations, code samples, or data involved in the Case. The analyst may also use any other information and databases that may be developed to satisfactorily resolve Cases.
- (5) If the Tier 1 Help Desk cannot resolve a Case, 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 Institution.
- (6) Institution may assign named Tier 1 Help Desk individuals up to the quantity listed in Appendix A that corresponds to the category of education institution license 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 Case submitted by Tier 1 Help Desk by assisting the Tier 1 Help Desk individuals and not Institution.
- (5) When a Case is resolved, Distributor shall communicate the information to the Tier 1 Help Desk individuals.
- (6) Esri may, at its sole discretion, make patches, hot fixes, or updates available for downloading from Distributor's or Esri's website or, if requested, deliver them on media.

## ARTICLE 5—ORDERING, DELIVERY, AND ADMINISTRATIVE PROCEDURES

### 5.1 Purchase Orders and Delivery

- a. JSL requires Institution to issue purchase orders and will invoice Institution upon the Effective Date of this Agreement, and subsequently on each contract anniversary date during the Agreement Term. Institution will submit its initial purchase order upon execution of the Agreement and any subsequent purchase order at least ninety (90) days before the anniversary date. Invoices will be due and payable within thirty (30) days of date of invoice.
- b. Distributor will provide Authorization Codes that enable Institution to download, operate, or provide access to the Education Products. Delivery of updates/new versions of Education Products will be made in the same manner.
- c. Institution may purchase additional backup media sets at the prices in effect at the time of purchase. All shipments of media will be shipped EX WORKS (INCOTERMS 2000) from Redlands, California, to Distributor. Distributor will then ship to Institution's shipping address as notified to Distributor. Delivery or receipt of tangible media could cause prior and future license fees to be subject to taxes. Institution acknowledges that JSL has a right to invoice for, and Institution agrees to pay, any such sales or use tax associated with receipt of tangible media.
- d. 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 Education Products under this Agreement. However, if Institution is exempt from such taxes, duties, fees, withholding, or other charges, Institution shall provide JSL with evidence of exemption from such charges.

**5.2 Future Updates.** Esri and Distributor may update the list of Education Products in Appendix A by making new or updated Products available to Institution as Esri incorporates new or updated Products into the standard education institution program. Institution acknowledgment is not required to activate the modifications. Authorized Users' use of new or updated Education Products is subject to the Master Agreement and the terms and conditions herein. Esri reserves the right to modify or remove Education Products upon reasonable written notice to 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. All other updates to these Education Institution Terms and Conditions will be provided by written amendment to this Agreement.

**5.3 Esri User Conference.** Institution shall receive registrations to the Esri User Conference (Esri UC) and the Education Summit @ Esri UC in the quantities listed in Table A-5 of Appendix A that corresponds to the category of education institution license for which the applicable Annual Fee has been paid. Third parties may not represent Institution at the Esri User Conference or the Education Summit @ Esri UC.

## ARTICLE 6—TERM AND TERMINATION

**6.1 Term.** The term of this Agreement is three (3) years, commencing on August 1, 2023 and expiring on July 31, 2026, 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.** Institution may terminate this Agreement at any time for its convenience. Esri or Distributor may terminate this Agreement should Institution reject any modifications provided by Esri or Distributor in a written amendment to this Agreement. In the event that this Agreement is terminated by either party, Institution shall not be entitled to a refund of all or a 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 thirty (30) days from the date of written notice to cure any material breach. Upon termination of this Agreement, all licenses Deployed shall also terminate. Institution shall (i) cease to access and use 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 Education Products (except with prior written approval by Esri; such approval not to be unreasonably withheld, and 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 Master Agreement, with the exception of termination for Institution's material breach.

**6.3 Termination of a Particular Authorized User.** Institution may elect to terminate for convenience the license rights of a particular participant that is part of Institution's organization. For the purposes of this section, a particular participant refers to a community/technical/vocational college, college/university, university system, K–12 school district, public library district, or museum, depending on the type of entity of Institution. Institution, Distributor, or Esri may also elect to terminate the license rights of a particular participant for material breach without terminating this Agreement with Institution or other participants. The breaching participant shall be given a period of thirty (30) days from date of written notice to cure any material breach. Upon the termination of the participant, any licenses or Deployments provided to participant shall also terminate. Institution shall reasonably cooperate with Esri and Distributor in termination of a participant in material breach of this Agreement, including enforcement of the Agreement with respect to such participant. There shall be no reduction in the initial fee or any Annual Fee if a participant's rights are terminated.

## 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. Where appropriate, encourage the use of GIS by all departments within Institution.
- d. Make best efforts to maintain a high level of expertise in the use of the Education Products among Authorized Users by offering courses, encouraging attendance at the annual Education Summit @ Esri UC and the Esri User Conference, and making use of self-paced e-Learning courses offered by Esri, as appropriate.
- e. Inform Authorized Users that their use of the Education Products is subject to the use restrictions in this Agreement and the terms and conditions of the Master Agreement, including, but not limited to, all applicable US government export laws and regulations.
- f. Implement reasonable processes to ensure that Authorized Users remove the Education 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, by 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, unless 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: Institution (information provided at time of order)  
  
To: Distributor: Legal Department, 65 Walton St.,  
Aylesbury, Bucks, HP21 7QG, United Kingdom

## ARTICLE 9—GENERAL PROVISIONS

If there is a conflict among any of the terms and conditions in the various documents, the order of descending precedence will be as follows: (1) Education Institution Agreement and (2) Master Agreement.

**APPENDIX A  
EDUCATION PRODUCTS AND DEPLOYMENT SCHEDULE**

See separate document.