**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 State must pay Esri for the Site License for the right to Deploy and 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 Licensees.
- "Deploy" or "Deployment" means to redistribute or the redistribution of the Programs by State to Licensee for use on Licensee's hardware.
- "GIS Specialist" means the teaching staff/staff member of State (or his/her designee) listed in Appendix B who is technically oriented, familiar with GIS technology, and authorized to contact Esri's technical support directly to support Authorized Users.
- "K–12" means the grade school levels between kindergarten and twelfth grade.
- "Licensee" means State, K-12 Schools and school districts.
- "Primary Contact" means the staff member designated by State to be the central point of contact between State 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.
- "School" or "Schools" means the public and private K-12 schools in the State of Minnesota whose administrators have agreed to accept the License Agreement for use of the Software, Data, Web Services and Documentation.
- "Site" means the Licensee locations approved to participate in this Agreement.
- "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. State shall be primarily responsible to Esri for Authorized Users' compliance with the terms and conditions of this Agreement. 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.

## ARTICLE 3—SCOPE OF USE

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

a. State 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. State 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. State 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. State shall inform each Licensee prior to Deployment of any Program listed in Table A-1 that the Program may only be used for teaching, research, and Administrative Uses and not for any profit-generating activities.
e. State shall inform each Licensee prior to Deployment of any Program listed in Table A-2 that the Program may be used solely for teaching and research and not for any Administrative Uses or profit-generating activities.
f. State shall inform each Licensee prior to Deployment of any Programs listed in Table A-3 that the Program may be used solely for teaching and not for any research, Administrative Uses or profit-generating activities.
g. Prior to Deployment to any Licensee the State does not have the authority to bind, State shall provide each such Licensee with a copy of the License Agreement and the K-12 School Acknowledgment Statement (Appendix C) and require that such Licensee return a signed Acknowledgment Statement to State. State agrees to provide Esri with a copy of the signed Acknowledgment Statement upon its receipt from each such Licensee.
h. State may permit teaching and research staff of Licensees, 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 (as described in Section 3.1.a above) in accordance with Section 3.2 below.

**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. State 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. State shall not allow Authorized Users to use the Programs listed in Table A-2 of Appendix A for nonacademic, Administrative Use, or commercial or profit-generating activities.
c. State 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. State 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 above in 3.1(c), State 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.** State agrees to use its best efforts to protect all Programs from loss and theft. State agrees to report all losses in writing to Esri within five (5) working days after discovering that any components are missing. State 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 State from further participation in the Education Site License program.

**3.4 Existing Esri Software License Agreements.** This Agreement supersedes any current Esri Software License Agreements signed between Licensee and Esri 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 Esri technical support policy as modified in this Article 4.1, provided State remains current on its payment of the Annual Fee. State'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 State 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.** The Annual Fee(s) shall be payable annually to Esri for the Site License. State 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 number(s) as appropriate.

**5.2 Initial Deliverables.** Upon receipt of Licensee's initial purchase order for the Annual Fee following execution of this Agreement, Esri shall provide each of the programs listed in Appendix A either by download from Esri's Customer Care Portal or ten (10) installation packages shipped to Licensee's shipping address listed in Appendix B—FOB origin.. Licensee may reduce the list of initial deliverables. However, there shall be no credit or refund given.

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

**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 Esri to the Primary Contact. State 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.

**5.5 Esri International User Conference.** State 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 State 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 automatically renew for subsequent one (1) year terms through July 31, 2014, unless this Agreement is terminated earlier pursuant to the terms set forth in Section 6.2 below.

**6.2 Termination.** In the event this Agreement is terminated by State for convenience, State shall not be entitled to a refund of all or partial amount of the Annual Fee(s) paid, if applicable. 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 for a material breach (including State's failure to pay the Annual Fee, if applicable), or by State 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 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.** State may elect to terminate for convenience the license rights of a particular Licensee. State or Esri may also elect to terminate the license rights of a Licensee for material breach without terminating this Agreement with State or other Licensees. The breaching Licensee shall 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 or Deployments provided to Licensee shall also terminate. State 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 shall be no reduction in the Annual Fee if a Licensee's rights are terminated.

**ARTICLE 7—STATE'S RESPONSIBILITIES**

In consideration of the grant of the discount on standard license and technical support fees, State 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 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 teaching staff, staff members, and student course attendees. The Virtual Campus subscription 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.

**ARTICLE 8—LEGAL NOTICES**

Except as provided in Section 5.4, 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: State (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 | 10 |
| Passes to the Esri International User Conference including the Education GIS Conference | 10 |

**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 for teaching and student learning purposes only. No research or Administrative Uses are 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 lists in Table A-1, Table A-2, and Table A-3 above are 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.**