



**EDUCATION
SITE LICENSE AGREEMENT**

Distributor/ESRI Use Only:

Cust. Name _____

Cust. # _____

P.O. # _____

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

Agreement No. _____MSL_____

This Education Site License Agreement including the documents listed below (collectively, "Agreement") is between the licensee printed below ("Licensee"); Environmental Systems Research Institute, Inc. ("ESRI"), as licensor of the Software, Data, Web Services, and Documentation licensed under this Agreement; and HNIT-BALTIC, UAB ("Distributor"). Distributor is authorized by ESRI to provide access to Web Services; distribute updates; and provide technical support for the Software, Data, and Documentation to Licensee. This Agreement entitles Licensee to license certain ESRI Software, Data, Web Services, and Documentation and obtain maintenance to be used only for academic and administrative purposes subject to payment of an Annual Fee and the terms of this Agreement as specified herein. This Agreement is effective as of the last signature date written below.

This Education Site License Agreement is only available to a K–12 school district, public library district, museum, community/technical/vocational college, college/university campus, or university system. Each entity must have its own Agreement. Licensee hereby represents that Licensee qualifies as one type of entity listed in this paragraph and agrees 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
3. License Agreement
 - General License Terms and Conditions, E201
 - 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, G-604M; (2) Exhibit 1, Scope of Use, E300; and (3) General License Terms and Conditions, E201.

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:

(Licensee)

By: _____
Authorized Signature

Printed Name: _____

Title: _____

Date: _____

HNIT-BALTIC, UAB
(Distributor)

By: _____
Authorized Signature

Printed Name: _____

Title: _____

Date: _____

ENVIRONMENTAL SYSTEMS
RESEARCH INSTITUTE, INC.
(ESRI)

By: _____
Authorized Signature

Printed Name: _____

Title: _____

Date: _____

Site Address

Licensee: _____

Telephone: _____

Address: _____

Fax: _____

E-mail: _____

City, State, Postal Code: _____

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 Licensee must pay Distributor 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.
- "GIS Specialist" means the teaching staff/staff member of Licensee (or his/her designee) listed in Appendix B who is technically oriented, familiar with GIS technology, and authorized to contact Distributor's technical support directly to support Authorized Users.
- "K-12" means the primary and secondary grade school levels between kindergarten and twelfth grade, as commonly used in the United States of America. Higher educational institutions are excluded from this definition.
- "Primary Contact" means the staff member designated by Licensee to be the central point of contact between Licensee and Distributor and whose duties include, but are not limited to, management, ordering, and redistribution of Programs to Authorized Users; obtaining keycodes; identifying GIS Specialists; and assisting Authorized Users as required.
- "Programs" means any and all copies of the Software, Data, Web Services, and Documentation listed in Appendix A that are included in this Site License and any other Software, Data, or Documentation that may be added to this Agreement.
- "Site" means the Licensee's campuses or locations that are located within the same country where this Education Site License was acquired.
- "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. 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.

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 which the Annual Fee has been paid, solely for teaching, research, and Administrative Uses.
- b. 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 (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. 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 Deploy the Programs to any of its other affiliated or sponsored locations, unless expressly included in this Agreement.
- c. Except for use in research or educational fieldwork where required by Licensee, or as permitted above in 3.1(b), Licensee shall not allow Authorized Users, or any other person or entity, affiliated or unaffiliated with Licensee, to remove digital copies of the Programs from the Site.

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

ARTICLE 4—MAINTENANCE

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

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

ARTICLE 5—PURCHASE ORDERS AND DELIVERY

5.1 Purchase Orders. Licensee shall issue a purchase order to Distributor for the initial Annual Fee upon execution of this Agreement, if applicable. The subsequent Annual Fee(s) shall be payable annually to Distributor 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. Distributor will invoice against each purchase order upon shipment or issuance of keycode(s) as appropriate.

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

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

5.3 Keycodes. Software keycodes are required to run concurrent-use Programs. If the capability is offered by Distributor, Licensee may be provided the capability of generating twelve (12)-month term license keycodes using ESRI's Web-based keycode generation system. If Licensee is provided this capability, ESRI will supply the Primary Contact with an account number and password to access the keycode generation system and will provide complete written instructions on proper use of the keycode generator. Provided Licensee remains current on its payment of the Annual Fee, Licensee may reissue keycodes for up to a twelve (12)-month period for each year the Agreement is current.

5.4 Changes by Supplement. Appendix A deliverables and scope of use may be modified, and new Programs and services may be added or prices reduced by notice provided by Distributor 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.

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

6.3 Termination of a Particular Participant. Licensee may elect to terminate for convenience the license rights of a particular participant that is part of Licensee's organization. For the purposes of this Section, a particular participant refers to a school, museum, library, college, or university, depending on the type of entity of Licensee. Licensee, Distributor, or ESRI may also elect to terminate the license rights of a particular participant for material breach without terminating this Agreement with Licensee or other participants. The breaching participant shall be given a period of ten (10) 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. Licensee 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—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 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: Licensee (See Appendix B)

To: Distributor (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	
ArcGIS ArcInfo (Concurrent Use)	Unlimited
ArcEditor (Single and Concurrent Use)	Unlimited
ArcView (Single and Concurrent Use)	Unlimited
Desktop Extensions	
ArcGIS 3D Analyst (Single and Concurrent Use)	Unlimited
ArcGIS Network Analyst (Single and Concurrent Use)	Unlimited
ArcGIS Spatial Analyst (Single and Concurrent Use)	Unlimited
ArcGIS Geostatistical Analyst (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	Unlimited
ArcIMS	Unlimited
Server Extensions	
Job Tracking	Unlimited
Spatial	Unlimited
3D	Unlimited
Network	Unlimited
Geostatistical	Unlimited
Schematics	Unlimited
ArcGIS Server Geoportal Extension	Unlimited
Other Software	
Production Line Tool Set (PLTS) for ArcGIS—Mapping Agency Solution	Unlimited
ArcGIS Military Analyst (Single and Concurrent Use)	Unlimited
Additional Benefits	
GIS Specialists	3
Passes to the ESRI International User Conference including the Education User Conference	1

The list in Table A-1 above is subject to change should ESRI commitments to third parties regarding licensed third-party technology included in ESRI products prohibit or not provide redistribution rights in site licenses to ESRI licensees.

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

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

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

Once this online form is received, the account will be verified. Upon verification, a "master code" will be sent to the Virtual Campus subscription administrator. That code will act as a password to Licensee's subscription page where the administrator can generate individual course access codes for Licensee's students. The Virtual Campus subscription administrator may appoint up to ten (10) 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.

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

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

Add-on Option	Additional Annual Fee
ArcGIS Survey Analyst (Single Use or Concurrent Use)	Subject to Payment of Additional Annual Fee
ArcGIS Data Interoperability (Single Use or Concurrent Use)	Subject to Payment of Additional Annual Fee
ArcGIS Server Data Interoperability Extension	Subject to Payment of Additional Annual Fee
Production Line Tool Set (PLTS) for ArcGIS—Defense Solution (Concurrent Use only)	Subject to Payment of Additional Annual Fee
Production Line Tool Set (PLTS) for ArcGIS—Nautical Solution (Concurrent Use only)	Subject to Payment of Additional Annual Fee
Production Line Tool Set (PLTS) for ArcGIS—Aeronautical Solution (Concurrent Use only)	Subject to Payment of Additional Annual Fee

**APPENDIX B
LICENSEE CONTACT INFORMATION**

Licensee Contact Information

Name: _____
Telephone: _____
Fax No.: _____
E-mail: _____
Address: _____

Primary Contact

Name: _____
Department: _____
Telephone: _____
Fax No.: _____
E-mail: _____
Address: _____

(1) GIS Specialist: _____

Department: _____
Address: _____

Telephone: _____
Fax No.: _____

(2) GIS Specialist: _____

Department: _____
Address: _____

Telephone: _____
Fax No.: _____

(3) GIS Specialist: _____

Department: _____
Address: _____

Telephone: _____
Fax No.: _____

Legal Notices to Licensee:

Name: _____

Telephone: _____
Fax No.: _____
E-mail: _____
Address: _____

Legal Notices to Distributor:

Name: _____

Telephone: _____
Fax No.: _____
E-mail: _____
Address: _____

Virtual Campus Subscription Administrator

Name: _____
Department: _____
Telephone: _____
Fax No.: _____
E-mail: _____
Address: _____

Client's Contract Administrator

Name: _____
Telephone: _____
Fax No.: _____
Address: _____

Ship Software To: _____

Address: _____

Bill To: _____

Address: _____

Note: Please provide a proper shipping address other than a P.O. box to ensure proper delivery.



GENERAL LICENSE TERMS AND CONDITIONS (E201 6/08)

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

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 authorized ESRI Web site 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, and Documentation, 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 Web site 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 or its Distributor shall be treated as ESRI confidential information.

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

- a. If accepted into the Beta Testing Program, ESRI will provide to Licensee access to Beta and will grant Licensee a personal, nonexclusive, nontransferable, royalty-free 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 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. ESRI retains title to such comments and may freely use, disclose, reproduce, license, distribute, and otherwise commercialize any Feedback.
- c. 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.

- d. 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.

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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. A commercial ASP means a Licensee who uses Software, Data, Web Services, or Documentation for a site or service and operates the site or the service for a profit or generates revenue by charging for access to the site or service.
- b. Licensee shall not redistribute Software, Data, or Web Services to unauthorized third parties, in whole or in part, including, but not limited to, extensions, components, or DLLs without the prior written approval of ESRI.
- 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. Licensee shall not redistribute Software registration number/license authorization file(s), developer license file(s), or Web Services access codes to unauthorized third parties without the prior approval of ESRI.
- 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.

ARTICLE 5—TERM AND TERMINATION

This License Agreement is effective upon acceptance. This License Agreement and any licenses granted hereunder shall continue until (i) such time that Licensee elects in writing to discontinue use of Software, Data, Web Services, or Documentation and terminates the license; (ii) expiration of a Term License; or (iii) either party terminates the license for a material breach that is not cured within ten (10) days of written notice to the other party, except that termination is immediate

for a material breach of a nature that is impossible to cure. Upon termination of a license, 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 Software, Data, and Documentation and any whole or partial copies, modifications, or merged portions in any form and execute and deliver evidence of such actions to ESRI or its Distributor.

ARTICLE 6—LIMITED WARRANTIES AND DISCLAIMERS

6.1 Limited Warranties. Except as otherwise provided in this Article 6, ESRI warrants that (i) the unmodified Software will substantially conform to the published Documentation and (ii) media on which the Software, Data, and Documentation is provided will be free from defects in materials and workmanship under normal use and service for a period of ninety (90) days from the date of receipt.

6.2 Data and Web Services Disclaimer. Data and Web Services may contain some nonconformities, defects, errors, or omissions. THE DATA AND WEB SERVICES ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND. Without limiting the generality of the preceding sentence, ESRI and its licensors do not warrant that Data and Web Services will meet Licensee's needs or expectations, that the use of Data and Web Services will be uninterrupted, or that all nonconformities can or will be corrected. ESRI and its licensors are not inviting reliance on Data or Web Services, and Licensee should always verify actual Data or Web Services.

6.3 Special Disclaimer. SAMPLES, HOT FIXES, EVALUATION SOFTWARE, AND BETA ARE DELIVERED "AS IS" WITHOUT WARRANTY OF ANY KIND. LICENSEE ASSUMES ALL RISK AS TO THE QUALITY AND PERFORMANCE OF THE SAMPLES, HOT FIXES, EVALUATION SOFTWARE, AND BETA.

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- ArcReader (20 and 25)
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- ArcEditor (1 or 2 and 25, 26, and 44)
- ArcInfo (2, 25, 26, and 44)
- ArcGIS Desktop Extensions (7)
- ArcView 3.x and Extensions (1, 7, and 17)

Server GIS

- ArcGIS Server and Extensions
 - Workgroup (either 3 or 5 and 8, 9, 25, 28, 29, 30, 32, 38, 39, 40, and 45)
 - Enterprise (either 3, 4, or 5 and 8, 9, 25, 27, 31, 38, 39, 40, and 45)
 - ArcGIS Server Geoportal Extension (either 4 or 5 and 7, 47, and 52)
- ArcIMS
 - ArcIMS and Extensions (either 3, 4, or 5 and 8, 10, and 31)
 - ArcIMS ArcMap Server (either 3, 4, or 5 and 31)
- Tracking Server (either 4 or 5 and 31)
- ArcGIS Server Image Extension (either 3, 4, or 5 and 8, 31, and 42)
 - ArcGIS Server Image Extension Service Editor (1)
- RouteMAP IMS (either 3, 4, or 5 and 8, 25, and 31)
- ESRI Business Analyst Server (5, 8, 9, 21, 25, 28, 31, 39, 40, 45, and 48)

Mobile GIS

- ArcPad (1, 12, 13, and 25)
- ArcPad Application Builder (1 and 25)
- ArcGIS Mobile Deployments (1, 15, 16, and 25)

Developer GIS

- ESRI Developer Network (EDN) Software, Web Services, and Data (6, 7, 24, 25, 26, 34, 35, and 36)
- ArcGIS Engine Developer Kit and Extensions (1 and 14, 15, 22, 25, 26, and 43)
- ArcGIS Engine Runtime and Extensions (1, 15, 22, 25, and 26)
- MapObjects—Windows Edition (1, 14, 15, 16, and 18)
- MapObjects—Java Edition (1, 5, 8, 15, 18, and 19)
- MapObjects LT (1, 14, and 16)
- NetEngine (1, 5, and 15)

- NetEngine Internet (5)
- ESRI Business Analyst Server Developer (6, 25, 35, and 51)

GIS Viewers and Connectors

- MapIt (11, 25, 31, 35, 49, and 50)
- ArcExplorer—Java and Windows Editions (20 and 25)
- ArcGIS Explorer (20 and 25)
- ArcGIS for AutoCAD (1, 20, and 25)
- Geoportal Clients for ArcGIS (7, 20, and 52)

Business GIS

- ESRI Business Analyst (1 or 2 and 25, 45, and 48)
- BusinessMAP (1 and 25)
- ArcLogistics (either 1 or 2 and 25)
- ArcLogistics Connect (6, 20, 25, 34, 35, and 46)
- ArcLogistics Server (5, 8, 9, 21, 25, 28, 39, 40, and 45)
- ArcLogistics Navigator (1, 25, and 46)
- ArcLogistics Navigator Deployments (1, 15, and 16)

Cartographic Production

- Maplex (1)
- Production Line Tool Set (PLTS) for ArcGIS, GIS Data ReViewer, Map Production System—Atlas, Job Tracking for ArcGIS (JTX) (either 1 or 2), Job Tracking for ArcGIS Server (either 4 or 5 and 7)

Web Services

- ArcGIS Online (6, 25, 33, 34, and 35)

Data

- ESRI Data & Maps (either 1 or 5 and 23 and 37)
- ESRI Data (either 1, 2, or 5 and 25 and 48)
 - Demographic, Consumer Spending, Market Potential, Retail MarketPlace, Business, Traffic, Shopping Center, Cable Boundaries, Banking, and Crime
- Tapestry Segmentation (either 1, 2, or 5 and 21 and 48)
- Address Coder (either 1, 2, or 5 and 21, 22, 25, and 48)
- Sourcebook•America (1 and 21)
- ArcGIS Data Appliance (6, 23, 25, and 41)
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