



INSTITUTE OF HIGHER EDUCATION
SITE LICENSE AGREEMENT
(E130 5/08)

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

Agreement No. 2008MSL2794

This Institute of Higher Education Site License Agreement including the documents listed below (collectively, "Agreement") is between Purdue University ("Licensee" or "University"), and Environmental Systems Research Institute, Inc. ("ESRI"), and is effective the latter of the dates of the two signatures below ("Effective Date"). 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 comprised of the following documents, which are incorporated herein by reference:

1. Institute of Higher Education Site License Terms and Conditions, E130, including
 - Appendix A, Deliverables and Fees
 - Appendix B, Licensee Contact Information
 - Appendix C, Campus Locations
2. License Agreement
 - General License Terms and Conditions, E200
 - ESRI 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) Institute of Higher Education Site License Agreement, E130; (2) ESRI Exhibit 1, Scope of Use, E300; and (3) General License Terms and Conditions, E200.

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:

PURDUE UNIVERSITY
(Licensee)

ENVIRONMENTAL SYSTEMS
RESEARCH INSTITUTE, INC.
(ESRI)

By: _____
Authorized Signature

By: _____
Authorized Signature

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

INSTITUTE OF HIGHER 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 Institute of Higher Education Site License Terms and Conditions. In addition, the following definitions apply to this Agreement:

- "Annual Fee" means the yearly nonrefundable fee that Licensee must pay ESRI for rights to use the Software, Data, Web Services, and Documentation that are included in the Agreement and to receive upgrades and technical support.
- "Authorized Users" means registered students, faculty, and staff members of Licensee, or other non-University support staff who are using the Software in accordance with the terms of the Agreement for the benefit of the University.
- "Commercial Use" means use of the Software, Documentation, Web Services, or Data relating to "for profit" producing purposes.
- "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 a technically oriented Licensee faculty/staff member (or his/her designee), listed in Appendix B and familiar with GIS technology, who is authorized to contact ESRI technical support directly to support Authorized Users.
- "License Agreement" means the General License Terms and Conditions (E200) and Exhibit 1, Scope of Use (E300).
- "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 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 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 that Licensee acquired for use prior to entering into this Agreement and is included in the specified Site License.
- "Site" means the Licensee of this Agreement in the campus locations listed in Appendix C.

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 Institute of Higher 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 Use, profit, 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 Appendix A solely for research, instruction, and education. Programs listed in Table A-1 may also be used for administrative purposes. Deployment may be made on laptops or other portable computers in accordance with the terms of this Agreement.
- b. Licensee may only allow faculty members, coterminous with this Agreement and with each faculty member's tenure at the Site, to install and use a copy of the Programs on the faculty member's personally owned computer for the specific purpose of learning, becoming proficient with, and developing curricula or research expertise around the Programs.
- c. Licensee is permitted to allow external university and governmental agencies to submit data through a password-protected web page interface. These agencies would only be able to manipulate data which they themselves submit. This data would be aggregated. Maps generated from premade map templates based on the aggregated data would be available to be shown to the general public.

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 for any uses not permitted in this Agreement.
- b. Licensee shall not Deploy the Programs to any of its other affiliated or sponsored locations unless expressly included in this Agreement. This Agreement only applies to the Site.
- 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 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 Institute of Higher Education Site License program.

3.4 Existing ESRI Software License Agreements. This Agreement supersedes the current Institute of Higher Education Site License Agreement signed between these parties for Rolled-In Software (ESRI Contract No. 93S0900). 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 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. Licensee shall issue a purchase order to ESRI for the initial Annual Fee upon renewal of this Agreement. The subsequent Annual Fee(s) shall be payable annually to ESRI for the specified 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 keycode(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 deliver to Licensee one (1) copy of the Software media for each of the Programs included in the specified Site License to Licensee's shipping address listed in Appendix B, at which time and place all risk of loss and responsibility for product shall pass to Licensee. 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.

5.3 Keycodes. Software keycodes are required to run concurrent-use Programs. 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 written 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 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 Users Conference. Licensee shall receive registrations to the ESRI International User Conference and the Education User Conference in the quantities listed in Appendix A for the specified 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 term license will commence upon the Effective Date, 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 annual term license and agreement to 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 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 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.

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 specified 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 faculty, staff, 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 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)

**APPENDIX A
PROGRAMS AND FEES**

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 research, instruction, education, and administrative Use:

Programs	Total Qty./Seats to Be Deployed
Desktop GIS	
ArcGIS ArcInfo and ArcInfo Workstation	Unlimited
ArcEditor (Single and Concurrent Use)	Unlimited
ArcView (Single and Concurrent Use)	Unlimited
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 Tracking Analyst (Single and Concurrent Use)	
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
ArcGIS Military Analyst (Single and Concurrent Use)	Unlimited
Maplex for ArcGIS (Single and Concurrent Use)	Unlimited
Server GIS	
ArcGIS Server Enterprise Advanced and Extensions	Unlimited
ArcGIS Server Geoportals Extension	Unlimited
ArcIMS	Unlimited
ArcIMS Route Server—Data is not included, delivered by request only	Unlimited
ESRI Developer Network (EDN) for Education consisting of ArcGIS Engine Developer Kit, ArcIMS, ArcGIS Server Enterprise Workgroup and Extensions, ArcGIS Server Enterprise Advanced and Extensions	Unlimited
Business GIS	
BusinessMAP	Unlimited
ArcLogistics (without Data)	Unlimited
Other Programs	
MapObjects—Windows and Java Editions	Unlimited
Production Line Tool Set (PLTS) for ArcGIS—Mapping Agency Solution	Unlimited
ArcView 3.x	
ArcView 3.x with ArcView Spatial Analyst, Network Analyst, 3D Analyst, and ArcPress for ArcView	Unlimited
Additional Benefits	
GIS Specialists	3
Passes to the ESRI International User Conference including the Education User Conference	5

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 research, instruction, and education. No Administrative Uses are permitted

Programs	Total Qty./Seats to Be Deployed
ArcPad Application Builder including ArcPad	Unlimited
Data included with ArcLogistics	Unlimited

The list 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

	Unlimited Site License
Annual Renewal Fee for 2010 term	\$20,000.00
Annual Renewal Fee for 2011 term	\$21,000.00
Annual Renewal Fee for 2012 term	\$22,000.00
Annual Renewal Fee for 2013 term	\$23,000.00
Annual Renewal Fee for 2014 term	\$24,000.00
Annual Renewal Fee for 2015 term and subsequent terms	\$25,000.00

The following is also included in the Annual Fee:

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) faculty or staff 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 below for each below Add-on Option.

Add-on Option	Additional Annual Fee
ArcGIS Survey Analyst	\$500.00
ArcGIS Data Interoperability (Single Use or Concurrent Use)	\$500.00
ArcGIS Server Data Interoperability	\$500.00

**APPENDIX B
LICENSEE CONTACT INFORMATION**

Site Address:

Name: Purdue University _____
Department: Earth & Atmospheric Sciences _____
Telephone: 765-496-8208 _____
Fax No.: _____
E-mail: _____
Address: 2215 Civil Engineering Bldg., 550 Stadium Mall Dr.,
West Lafayette, IN 47907-2051 _____

Primary Contact

Name: Chris Miller
Department: Purdue University Agricultural & Biological
Engineering Department
Telephone: _____
Fax No.: _____
E-mail: _____mille285@purdue.edu
Address: 225 S University St.
West Lafayette, IN 47907-2064

(1) GIS Specialist: Chris Miller (see above) _____
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: James Johnson _____

Telephone: 765-494-7904 _____
Fax No.: _____
E-mail: johnsonj@purdue.edu _____
Address: 401 S. Grant Street _____
West Lafayette, IN 47907 _____

Virtual Campus Subscription Administrator

Name: Chris Miller (see above) _____
Department: _____
Telephone: _____
Fax No.: _____
E-mail: _____
Address: _____

Client's Contract Administrator

Name: Scott Starkey _____
Telephone: 765-494-1928 _____
Fax No.: 765-494-5111 _____
Address: 505 Harrison St., W. Lafayette, IN 47907 _____

Ship Software To: Chris Miller (see above) _____

Address: _____

Bill To: _____
Address: _____

Note: ESRI ships via UPS or other courier. Please provide a proper shipping address other than a P.O. box to ensure proper delivery.

**APPENDIX C
CAMPUS LOCATIONS**

Purdue University (Main campus at West Lafayette, IN)
Indiana University-Purdue University Fort Wayne
Purdue Calumet University
Purdue University North Central
Purdue University Cooperative Extension Service



GENERAL LICENSE TERMS AND CONDITIONS (E200 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 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.

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.

6.4 Internet Disclaimer. BOTH PARTIES EXPRESSLY ACKNOWLEDGE AND AGREE THAT THE INTERNET IS A NETWORK OF PRIVATE AND PUBLIC NETWORKS AND THAT (i) THE INTERNET IS NOT A SECURE INFRASTRUCTURE, (ii) NEITHER PARTY HAS CONTROL OVER THE INTERNET, AND (iii) NEITHER PARTY IS LIABLE FOR DAMAGES UNDER ANY THEORY OF LAW RELATED TO THE DISCONTINUANCE OF OPERATION OF ANY PORTION OF THE INTERNET OR POSSIBLE REGULATION OF THE INTERNET THAT MIGHT RESTRICT OR PROHIBIT THE OPERATION OF THE WEB SERVICE.

6.5 General Disclaimer. EXCEPT FOR THE ABOVE EXPRESS LIMITED WARRANTIES, ESRI DISCLAIMS ALL OTHER WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SYSTEM INTEGRATION, AND NONINFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS. ESRI DOES NOT WARRANT AND DISCLAIMS THAT SOFTWARE, DATA, WEB SERVICES, OR DOCUMENTATION WILL MEET LICENSEE'S NEEDS; THAT LICENSEE'S OPERATION OF THE SAME WILL BE UNINTERRUPTED, ERROR-FREE, FAULT-TOLERANT, OR FAIL-SAFE; OR THAT ALL NONCONFORMITIES CAN OR WILL BE CORRECTED. SOFTWARE, DATA, WEB SERVICES, AND DOCUMENTATION ARE NOT DESIGNED, MANUFACTURED, OR INTENDED FOR USE IN ENVIRONMENTS OR APPLICATIONS THAT MAY LEAD TO DEATH, PERSONAL INJURY, OR PHYSICAL PROPERTY/ENVIRONMENTAL DAMAGE. ANY SUCH USE SHALL BE AT LICENSEE'S OWN RISK AND COST.

6.6 Exclusive Remedy. Licensee's exclusive remedy and ESRI's entire liability for breach of the limited warranties set forth in this Article 6 shall be limited, at ESRI's sole discretion, to (i) replacement of any defective media; (ii) repair, correction, or a workaround for Software subject to the ESRI Support Services Policy; or (iii) return of the license fees paid by Licensee for Software or Documentation that does not meet ESRI's limited warranty, provided that Licensee uninstalls, removes, and destroys all copies of Software or Documentation and executes and delivers evidence of such actions to ESRI.

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 - 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 and 47)
- 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 Image Server (either 3, 4, or 5, and 8, 31, and 42)
 - ArcGIS Image Server Service Editor (1)
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- ArcGIS Business Analyst Server (5, 8, 9, 21, 25, 28, 32, 39, 40, 45 and 48)

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- 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)

GIS Viewers and Connectors

- 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 and 20)

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- ArcGIS Business Analyst (1 or 2 and 25, 45 and 48)
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- 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 and Maps (either 1 or 5, and 23 and 37)
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