



SCHOOL CAMPUS
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

Contract No. _____

This School Campus Site License Agreement ("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 the distributor listed below ("**Distributor**"), who is authorized by Esri to distribute and provide technical support for said Software, Data, Web Services, and Documentation to Licensee.

This Agreement gives Licensee certain limited rights to use the Deliverables for instructional purposes only. This Agreement supplements and supersedes terms and conditions in pertinent parts of the click-through Esri License Agreement (E204), including Exhibit 1—Scope of Use (E300), enclosed with the Deliverables. The Deliverables shall be licensed under the terms and conditions of the then-current Esri License Agreement (E204) as modified by this Agreement. All rights not specifically granted in this Agreement are reserved to Esri.

Any conflict between the terms of this Agreement and any purchase order or other terms shall be resolved in favor of the terms expressed in this Agreement.

The parties agree that the following additional terms and conditions supplement the terms and conditions in the then-current Esri License Agreement (E204).

ARTICLE 1—DEFINITIONS

"Deliverables" means the Software, Data, Web Services, and Documentation listed in the specific Table (i.e., Table A-1, A-2, or A-3) in Attachment A that corresponds to the type of School Campus Site License for which the applicable fees have been paid.

"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 and participation in this Agreement.

ARTICLE 4—SCOPE OF USE

4.1 Permitted Uses

- Licensee may install on permanent storage device(s) and thereafter use, copy, and distribute the Deliverables for up to a total amount of five hundred (500) Single Use Licenses on stand-alone computers, with the exception of the Deliverables listed in Table A-3 that may be Concurrent Use Licenses for use on computers linked via a local area network, for instructional use only within a single campus of a (K-12) school.
- Licensee shall reproduce all notices appearing on Esri labels and all copyright and trademark notices on all copies that are produced from the original Deliverables.
- Licensee's school teacher(s) may, coterminous with this Agreement and with his/her tenure at the school site, install and use a personal Single Use License copy of the Deliverables and access Web Services at their residence for the specific purpose of developing curricula materials.

4.2 Uses Not Permitted

- Any use of the Deliverable for commercial or profit-generating activities, Administrative Use, or research use is expressly prohibited.

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 including Attachment A—List of Deliverables by Type of School Campus Site License and the then-current Esri License Agreement (E204), including Exhibit 1—Scope of Use (E300), that are incorporated by reference constitute the sole and entire agreement of the parties as to the matter set forth herein and supersede any previous agreements, understandings, and arrangements between the parties relating hereto. Except as otherwise expressly provided herein, any amendments to this Agreement must be in writing and signed by an authorized representative of each party.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective, valid, and binding upon the parties as of the last signature date written below.

Accepted and Agreed:

(Licensee)

By: _____
Authorized Signature

Printed Name: _____

Title: _____

Date: _____

(Distributor)

By: _____
Authorized Signature

Printed Name: _____

Title: _____

Date: _____

ENVIRONMENTAL SYSTEMS
RESEARCH INSTITUTE, INC.
(Esri)

By: _____
Authorized Signature

Printed Name: _____

Title: _____

Date: _____

**ATTACHMENT A
LIST OF DELIVERABLES
BY TYPE OF SCHOOL CAMPUS SITE LICENSE**

**TABLE A-1
List of Deliverables for
ArcView 3.3 School Campus (Schools and Libraries Building) Site License**

The ArcView 3.3 School Campus (Schools and Libraries Building) Site License is a bundle of Software, Data, and other supporting materials. This is only available to K–12 schools. The "ArcView 3.3 School Campus (Schools and Libraries Building) Site License Bundle" consists of:

- ArcView 3.3 Single Use including Data & Maps CDs
- Schools Data and Instruction Kit
- The initial deliverables for Single Use licenses consist of ArcView 3.3, Single Use installation package, and five (5) hardware keys (either USB or parallel, as indicated by Licensee) if a keyed version.

The following Extensions available in Windows only may be licensed individually, subject to additional license fees:

- ArcView Spatial Analyst
- ArcView 3D Analyst
- ArcView Tracking Analyst
- ArcView Network Analyst

NOTE:

Additional hardware keys may be purchased singly or in quantities of three (3).

**TABLE A-2
List of Deliverables for
ArcPad School Campus Site License**

The ArcPad School Campus Site License is only available to primary and secondary (K–12) schools and consists of:

- One (1) ArcPad 10 installation package

TABLE A-3
List of Deliverables for
ArcGIS Desktop 10 School Campus Site License

The ArcGIS Desktop 10 School Campus Site License is a special product available only to primary and secondary schools (K–12) and provides up to five hundred (500) licenses for use within a single school campus (not a school district) and on one (1) or more instructors' personal computers for the purpose of developing instructional materials. It consists of

- ArcGIS Desktop (choice of ArcView 10 Single Use or Concurrent Use; ArcEditor 10 Single or Concurrent Use; or ArcInfo 10 Single or Concurrent Use) and the ArcGIS Desktop extensions listed below:
 - ArcGIS Spatial Analyst
 - ArcGIS 3D Analyst
 - ArcGIS Network Analyst (no data)

The initial deliverable is an e-mail containing authorization numbers and one (1) token to access the Electronic Software Download site. Backup media for ArcGIS Desktop 10 is available for an extra fee.

The "ArcGIS Desktop Extensions" may be licensed individually, subject to additional license fees. The "ArcGIS Desktop Extensions" are

- ArcGIS Geostatistical Analyst
- ArcGIS Publisher
- ArcGIS Tracking Analyst
- ArcScan for ArcGIS
- ArcGIS Data Interoperability
- ArcGIS Schematics
- Maplex for ArcGIS

NOTE:

At the time of order, Licensee shall specify in its purchase order the type of ArcGIS Desktop Software requested. Licensee shall also specify "Single Use" or "Concurrent Use" for ordering ArcView, ArcEditor, or ArcInfo version 10 software.