This Education Institution Agreement, including the documents listed below (collectively, "Agreement"), is between the Customer named below ("Institution") and Environmental Systems Research Institute, Inc. ("Esri"). This Agreement is effective as of the date of the last signature below when signed by both parties ("Effective Date"). This Agreement provides for the licensing and deployment of certain Products and the delivery of maintenance to be used solely for Academic and Administrative Use, subject to payment of the Annual Fee and the terms of this Agreement.

This Agreement is only available to a community/technical/vocational college, college/university, university system, K–12 school district, public library district, or museum.

This Agreement comprises the following documents, which are incorporated herein by reference:

- This signature page
- Education Institution Terms and Conditions, including
  - Appendix A, Education Products and Deployment Schedule
  - Appendix B, Points of Contact
- Master Agreement, as defined below

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 email, 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:

TRUSTEES OF THE
CALIFORNIA STATE UNIVERSITY
(Institution)

By: ________________________________
    Authorized Signature

Printed Name: ________________________________

Title: ________________________________

Date: ________________________________

ENVIRONMENTAL SYSTEMS
RESEARCH INSTITUTE, INC.
(Esri)

By: ________________________________
    Authorized Signature

Printed Name: ________________________________

Title: ________________________________

Date: ________________________________
EDUCATION INSTITUTION
TERMS AND CONDITIONS

ARTICLE 1—DEFINITIONS

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

- "Academic Use" means use of the Education Products for teaching and learning purposes and for Scholarly Research.
- "Administrative Use" means use of the Education Products for operation of Institution. Administrative Use can include activities such as asset property and facilities management, demographic analysis, routing, campus safety, student recruiting, fund-raising, and accessibility analysis.
- "Annual Fee" means the yearly nonrefundable fee that Institution must pay Esri for the right to use the Education Products and to receive upgrades and technical support.
- "Authorized Users" means registered students, educators, and staff members of Institution.
- "Case," previously referred to as "Incident," means the Esri record that contains technical notes and documentation of all related interactions between Customer and Esri Support for a given technical issue. Depending on how the request was initiated, Esri will provide phone, email, or chat confirmation of the Case creation. The Case will be given a unique identification number for reference and tracking.
- "Consulting" means research that is carried out on behalf of and funded by an external entity and involves contracts in which an external entity has identified deliverables in advance. The external entity is the primary beneficiary of Consulting.
- "Customer" means Institution and Authorized Users.
- "Deploy," "Deployment," or "Deployed" means to redistribute or provide access to the Education Products by Institution for use by Customer. Deploy, Deployment, or Deployed may also include assigning a Named User identity to Customer.
- "Education Products" means the Products identified in Appendix A, Education Products and Deployment Schedule.
- "Master Agreement" means the applicable master agreement for Esri Products incorporated by this reference that is (i) found at http://www.esri.com/legal/software-license and available in the installation process requiring acceptance by electronic acknowledgment or (ii) a signed Esri master agreement or license agreement that supersedes such electronically acknowledged Master Agreement.
- "Primary Contact" means the staff member designated by Institution to be the central point of contact between Institution and Esri and whose duties include, but are not limited to, managing, ordering, and Deploying Education Products; obtaining authorization numbers; identifying Tier 1 Help Desk individuals; and assisting Authorized Users as required.
- "Rolled-In Products" means the Education Products that are current on paid maintenance that Customer acquired for use prior to entering into this Agreement and are included in this Agreement.
- "Scholarly Research" means personal research or Sponsored Research in which no particular outcome or deliverable is specified in advance. The student, educator, or society is the primary beneficiary of Scholarly Research.
- "Sponsored Research" is scholarly activity that is funded by an external entity but managed within Institution.
- "Technical Support" means a process to attempt to resolve reported Cases through error correction, patches, hot fixes, and workarounds; replacement deliveries; or any other type of Product corrections or modifications specified in the most current applicable Esri software maintenance policy.
- "Tier 1 Help Desk" means Institution's point of contact from which all Tier 1 Support will be given to Customer.
- "Tier 1 Support" means the Technical Support provided by the Tier 1 Help Desk as the primary contact to Customer in the attempted resolution of reported Cases.
- "Tier 2 Support" means the Technical Support provided by Esri to the Tier 1 Help Desk when a Case cannot be resolved through Tier 1 Support.
ARTICLE 2—GRANT OF LICENSE

Customer’s use of the Education Products is subject to the Master Agreement and any additional terms herein. Institution shall remain primarily responsible to Esri for compliance with the terms and conditions of this Agreement and the Master Agreement by Authorized Users, including, but not limited to, all applicable US government export laws and regulations. Use of the Education Products for Consulting or any other form of commercial or profit-generating activities or private gain is an express violation of the Agreement, entitling Esri to all remedies available in equity or at law as well as payment in full for commercial license fees.

ARTICLE 3—SCOPE OF USE

The Uses Permitted and Use Restrictions sections of the Master Agreement are modified to include the additional provisions in Sections 3.1 and 3.2 below:

3.1 Additional Uses Permitted. The following additional permitted uses are hereby granted for Education Products:

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

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

a. Institution shall not use or permit Authorized Users to use the Education Products for Consulting or any other form of commercial or profit-generating activities.
b. Institution shall not use or permit Authorized Users to use the Education Products in violation of the Export Compliance provision of the Master Agreement, which includes authorizing use, access, or transfer to denied parties, entities, and individuals on any US government sanctioned lists.
c. Except where permitted herein, Customer shall not transfer, redistribute, or assign Education Products to any third party without the prior written permission of Esri. Notwithstanding, Value-Added Applications that permit anonymous use may be used by third parties provided that no Named User credential is assigned to the third party and/or no Education Product is installed on a computer owned by a third party.

ARTICLE 4—MAINTENANCE

4.1 Maintenance. Maintenance is included in the Annual Fee. Education Products will receive maintenance provided that standard maintenance is available for each item. Maintenance includes benefits specified in the then-current Esri technical support policy as modified in this Section 4.1.

a. Tier 1 Support Provided by Institution

   (1) The Tier 1 Help Desk will provide Tier 1 Support to Institution and Authorized Users.
   (2) The Tier 1 Help Desk will use analysts fully trained in the Education Products they are supporting.
(3) At a minimum, Tier 1 Support will include activities that assist the user in resolving how-to and operational questions as well as questions on installation and troubleshooting procedures.

(4) Tier 1 Support analysts will be the initial points of contact for all questions and Cases. Tier 1 Support analysts shall obtain a full description of each reported Case and the system configuration from Institution. This may include obtaining any customizations, code samples, or data involved in the Case. The analyst may also use any other information and databases that may be developed to satisfactorily resolve Cases.

(5) If the Tier 1 Help Desk cannot resolve a Case, an authorized Tier 1 Help Desk individual may contact Esri for Tier 2 Support. The Tier 1 Help Desk shall provide support in such a way as to minimize repeat calls and make solutions available to Institution.

(6) Institution may assign named Tier 1 Help Desk individuals up to the quantity listed in Appendix A that corresponds to the category of education institution license for which the applicable Annual Fee has been paid. These individuals will be the only individuals (callers) authorized to contact Esri directly for Tier 2 Support.

b. Tier 2 Support Provided by Esri

(1) Esri shall log the calls received from Tier 1 Help Desk individuals.

(2) Esri shall review all information collected by and received from Tier 1 Help Desk individuals including preliminary documented troubleshooting provided by the Tier 1 Help Desk when Tier 2 Support is required.

(3) Esri may request that Tier 1 Help Desk individuals provide verification of information, additional information, or answers to additional questions to supplement any preliminary information gathering or troubleshooting performed by Tier 1 Help Desk.

(4) Esri shall attempt to resolve Case submitted by Tier 1 Help Desk by assisting the Tier 1 Help Desk individuals and not Institution.

(5) When a Case is resolved, Esri shall communicate the information to the Tier 1 Help Desk individuals, and the Tier 1 Help Desk shall disseminate the resolution to Institution.

(6) Esri may, at its sole discretion, make patches, hot fixes, or updates available for downloading from Esri's website or, if requested, deliver them on media.

ARTICLE 5—ORDERING, DELIVERY, AND ADMINISTRATIVE PROCEDURES

5.1 Purchase Orders and Delivery

a. Esri does not require Institution to issue purchase orders and will invoice Institution upon the Effective Date of this Agreement, and subsequently on each contract anniversary date during the Agreement Term. Institution may submit purchase orders in accordance with its own process requirements. If Institution issues purchase orders, then Institution will submit its initial purchase order upon execution of the Agreement and any subsequent purchase order at least thirty (30) days before the anniversary date. Invoices will be due and payable within thirty (30) days of receipt of invoice.

b. Esri will provide Authorization Codes that enable Institution to download, operate, or provide access to the Education Products. Delivery of updates/new versions of Education Products will be made in the same manner.

c. Institution may purchase additional backup media sets at the prices in effect at the time of purchase. Esri will then ship to Institution's shipping address listed in Appendix B, FOB destination with shipping charges prepaid. Delivery or receipt of tangible media could cause prior and future license fees to be subject to taxes. Institution acknowledges that Esri has a right to invoice for, and Institution agrees to pay, any such sales or use tax associated with receipt of tangible media.

d. Institution shall pay all value-added, sales, use, or other taxes; duties; customs; shipping; insurance; or other fees or withholding currently or subsequently imposed on all receipt and use of the Education Products under this Agreement. However, if Institution is exempt from such taxes, duties, fees, withholding, or other charges, Institution shall provide Esri with evidence of exemption from such charges.

5.2 Future Updates. Esri may update the list of Education Products in Appendix A by making new or updated Products available to Institution as Esri incorporates new or updated Products into the standard education
institution program. Institution acknowledgment is not required to activate the modifications. Authorized Users' use of new or updated Education Products is subject to the Master Agreement and the terms and conditions herein. Esri reserves the right to modify or remove Education Products upon reasonable written notice to Primary Contact should Esri commitments to third parties regarding licensed third-party technology included in Esri products require a unit-based royalty fee or prohibit Deployment or restrict redistribution rights to Esri customers. All other updates to these Education Institution Terms and Conditions will be provided by Esri in a written amendment to this Agreement.

5.3 Esri User Conference. Institution shall receive registrations to the Esri User Conference (Esri UC) and the Education Summit @ Esri UC in the quantities listed in Table A-6 of Appendix A that corresponds to the category of education institution license for which the applicable Annual Fee has been paid. Third parties may not represent Institution at the Esri User Conference or the Education Summit @ Esri UC.

ARTICLE 6—TERM AND TERMINATION

6.1 Term. This Agreement is an annual Term license. The Term will commence upon payment of the Annual Fee and remain in effect for one (1) year unless terminated earlier as described below. Thereafter, the Agreement will automatically renew upon Institution's payment of the Annual Fee, provided that payment is made prior to expiration of the current Term.

6.2 Termination. Institution may terminate this Agreement at any time for its convenience. Esri, at its sole discretion, may terminate this Agreement should Institution reject any modifications provided by Esri in a written amendment to this Agreement. In the event that this Agreement is terminated by either party, Institution shall not be entitled to a refund of all or a partial amount of the Annual Fee(s) paid. Either party may terminate this Agreement for a material breach by the other party. The breaching party shall be given a period of thirty (30) days from the date of written notice to cure any material breach. Upon termination of this Agreement, all licenses Deployed shall also terminate. Institution shall (i) cease to access and use Online Services and clear Online Services client-side data cache and (ii) uninstall, remove, and destroy all whole or partial copies in any form including modified copies of the Deployed Education Products (except with prior written approval by Esri; such approval not to be unreasonably withheld, and Institution may retain a copy for archive purposes only). Institution shall represent in writing to Esri that all copies have been destroyed. Institution may continue to use Rolled-In Products following termination of this Agreement subject to compliance with the Master Agreement, with the exception of termination for Institution's material breach.

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

ARTICLE 7—INSTITUTION'S RESPONSIBILITIES

In consideration of the grant of the discount on standard license and technical support fees, Institution agrees to do the following:

a. Appoint a Primary Contact.
b. Appoint Tier 1 Help Desk individuals as specified herein.
c. Where appropriate, encourage the use of GIS by all departments within Institution.
d. Make best efforts to maintain a high level of expertise in the use of the Education Products among Authorized Users by offering courses, encouraging attendance at the annual Education Summit @ Esri
UC and the Esri User Conference, and making use of self-paced e-Learning courses offered by Esri, as appropriate.

e. Inform Authorized Users that their use of the Education Products is subject to the use restrictions in this Agreement and the terms and conditions of the Master Agreement, including, but not limited to, all applicable US government export laws and regulations.

f. Implement reasonable processes to ensure that Authorized Users remove the Education Products from their personal computers upon leaving Institution.

ARTICLE 8—LEGAL NOTICES

Except as provided in Section 5.2, any notice, report, demand, or other communication shall be properly given when made in writing in English and sent by courier, by registered or certified airmail, or by facsimile or other electronic transmission and confirmed by courier or by registered or certified airmail, properly addressed to the appropriate party at the address set forth above, unless changed by notice in writing by either party hereto to the other party. If sent by courier or airmail, notice shall be effective seven (7) days from the date of deposit with the courier service or post office. If sent by electronic transmission, notice shall be effective upon receipt, provided confirmation is given as specified herein. Notices shall be given at the following addresses:

To: Esri
    380 New York Street
    Redlands, CA 92373-8100
    Attn.: Manager, Contracts and Legal Services

To: Institution (See Appendix B)

ARTICLE 9—GENERAL PROVISIONS

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