STATEWIDE EDUCATION
SITE LICENSE AGREEMENT
Agreement No. 2014MSL466

This Education Site License Agreement, including the documents listed below (collectively, "Agreement"), is between the Institute printed below ("Institute") and Environmental Systems Research Institute, Inc. ("Esri"). This Agreement entitles Institute to license certain Esri Products and to obtain maintenance to be used only for academic purposes. This Agreement is effective as of the last signature date written below.

This Education Site License Agreement is only available to K–12 Schools (public and private), school districts, and the Institute in the State of Wyoming.

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

1. This signature page
2. Education Site License Terms and Conditions, including
   - Appendix A, Educational Programs
   - Appendix B, Institute Contact Information
   - Appendix C, K-12 School Acknowledgment Statement
3. License Agreement
   - General License Terms and Conditions, E204M
   - Exhibit 1, Scope of Use, E300M

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, E145; (2) Exhibit 1, Scope of Use, E300M; and (3) General License Terms and Conditions, E204M.

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:

UNIVERSITY OF WYOMING
(Institute)

By: __________________________
Authorized Signature

Printed Name: __________________________
Title: __________________________
Date: 11/7/14

ENVIRONMENTAL SYSTEMS
RESEARCH INSTITUTE, INC.
(Esri)

By: __________________________
Authorized Signature

Printed Name: __________________________
Title: __________________________
Date: 11/20/14
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 Educational Programs 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 Institute must pay Esri for the Site License for the right to use the Educational Programs that are included in the Site License and to receive upgrades and technical support.
- "Annual User License" means a license to use Educational Programs for a one (1)-year period in consideration of the Annual Fee.
- "Authorization Code(s)" has the meaning set forth in the General License Term and Conditions (E204M).
- "Authorized Users" means K-12 Schools, school districts, registered students, teaching staff, and staff members of Licensee.
- "Concurrent Use License" has the meaning set forth in the Scope of Use (E300M).
- "Deploy" means to redistribute or provide access to the Educational Programs by Institute for use by Authorized Users on Licensee's computers or student computers as expressly authorized under this Agreement. Other forms of the word "Deploy," such as "Deployed" or "Deployment," may also be used to describe this process.
- "Educational Programs" means any and all copies of the Products listed in Appendix A.
- "GIS Specialist" means the teaching staff/staff member of Institute (or his/her designee) listed in Appendix B who is technically oriented, familiar with GIS technology, and authorized to contact Esri's technical support directly to support Authorized Users.
- "K-12" means the grade school levels between kindergarten and twelfth grade. Higher educational institutions are excluded from this definition.
- "Licensee" means Institute, K-12 Schools and school districts.
- "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 Educational Programs to Authorized Users; obtaining authorization numbers; identifying GIS Specialists; managing Virtual Campus course access codes; appointing additional staff to issue Virtual Campus course access codes; and assisting Authorized Users as required.
- "Product(s)" has the meaning set forth in the General License Terms and Conditions (E204M).
- "Rolled-In Products" means the Products current on paid maintenance that Licensee acquired for use prior to entering into this Agreement and are included in the Site License.
- "School" or "Schools" means the public and private K-12 schools in the State of Wyoming whose administrators have agreed to accept the License Agreement for use of the Educational Programs.
- "Site" means the Licensee locations approved to participate in this Agreement.
- "Site License" means a grant of rights and restrictions for use of certain Products during the term of the Agreement at specific locations.
- "Term" or "Term License" has the meaning set forth in the General License Terms and Conditions (E204M).

ARTICLE 2—GRANT OF LICENSE

Licensee's use of the Educational Programs is subject to the License Agreement and any additional terms set forth in this Education Site License Terms and Conditions. Institute shall remain primarily responsible to Esri for compliance with the terms and conditions of this Agreement by Authorized Users. Use of the Educational 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. Institute may copy and Deploy the Educational Programs up to the quantity of licenses granted in Table A-1 of Appendix A, solely for teaching and research.

b. Institute may copy and Deploy the Educational Program up to the quantity of licenses granted in Table A-2 of Appendix A solely for teaching.

c. Institute shall inform each Licensee prior to Deployment of any Program listed in Table A-1 that the Program may only be used for teaching and research and not for any administrative or profit-generating activities.

d. Institute shall inform each Licensee prior to Deployment of any Program listed in Table A-2, that the Program may be used solely for teaching and not for any research, administrative or profit-generating activities.

e. Licensee may Deploy Educational Programs in virtualized computing environments.

f. Institute may permit teaching and research staff of Licensees, coterminal with this Agreement and with each individual's tenure at the Site, to install and use the Programs on the individual's personal computer only for academic-related purposes (as described in Section 3.1 (a) and (b) above) in accordance with Section 3.2 below.

g. Institute may permit registered students of Licensees, to access and use a version 10.x Concurrent Use license of the Desktop Educational Programs identified in Appendix A ("Concurrent Use License") on the students' personal computers while the students are connected to Licensee's secure network. In addition, Licensee may permit registered students to borrow a Concurrent Use License for use on a personal computer while disconnected from Licensee's secure network.

h. Prior to Deployment to any Licensee the Institute does not have the authority to bind, Institute shall provide each such Licensee with a copy of the License Agreement and the K-12 School Acknowledgment Statement (Appendix C) and require that such Licensee return a signed Acknowledgment Statement to Institute. Institute agrees to provide Esri with a copy of the signed Acknowledgment Statement upon request.

3.2 Uses Not Permitted. In addition to the restrictions set forth in the License Agreement, the following Uses Not Permitted apply to the Educational Programs:

a. Institute shall not allow Authorized Users to use the Educational Programs listed in Table A-1 of Appendix A for any nonacademic, administrative, or commercial or profit-generating activities.

b. Institute shall not allow Authorized Users to use the Educational Programs listed in Table A-2 of Appendix A for any nonacademic, administrative, research or commercial or profit-generating activities.

c. Licensee shall not Deploy the Educational Programs to any of its other affiliated or sponsored locations, unless expressly included in this Agreement.

d. Except for use in research or educational fieldwork where required by Licensee, or as permitted in Sections 3.1 (f) and 3.1 (g), Licensee shall not allow Authorized Users, or any other person or entity, affiliated or unaffiliated with Licensee, to remove digital copies of the Educational Programs from the Site.

e. Licensee shall not redistribute Software activation number(s) or registration number/license authorization file(s) to students.

f. Licensee shall not use, transfer, redistribute, Deploy, or permit use of Educational Programs by Authorized Users outside the United States without the prior written permission of Esri.

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

3.4 Existing Esri Software License Agreements. This Agreement supersedes any current Esri Software License Agreements signed between Institute and Esri, or a Licensee and Esri for Rolled-In Products. All Rolled-In Products are hereby incorporated into this Agreement, and the maintenance fee for such Rolled-In Products 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 Institute remains current on its payment of the Annual Fee. Institute's GIS Specialist(s) will be the only individual(s) authorized to contact Esri for technical support.

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

ARTICLE 5—PURCHASE ORDERS AND DELIVERY

5.1 Purchase Orders. The Annual Fee(s) shall be payable annually to Esri for the Site License. Institute may issue purchase orders at any time during the term of this Agreement for additional Educational Programs that are available under this Agreement at the then-current fee for such additional Educational Programs. Esri will invoice against each purchase order upon shipment or issuance of Authorization Codes as appropriate.

5.2 Initial Deliverables. Esri shall provide to Institute each of the Products listed in Appendix A either by download from Esri's Customer Care portal or on physical media shipped to Institute's shipping address listed in Appendix B—FOB origin. Institute may reduce the list of initial deliverables. However, there shall be no credit or refund given.

5.3 Authorization Codes. Esri shall provide Authorization Codes that enable the Educational Programs to operate. Authorization Codes will expire with Institute's contract Term. Provided Institute remains current on its payment of the Annual Fee, licenses will be extended to expire with the new Term.

5.4 Changes by Supplement. Appendix A Educational Programs and scope of use may be modified, and new Educational Programs and services may be added or prices reduced by notice provided by Esri to the Primary Contact. Institute acknowledgment is not required to activate the modifications. Esri reserves the right to modify or remove Educational 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. Institute shall receive registrations to the Esri International User Conference and the Esri Education GIS Conference in the quantities offered for the Site License. Third parties may not represent Institute at any Esri International User Conferences or Esri Education GIS Conferences.

ARTICLE 6—TERM AND TERMINATION

6.1 Term. This Agreement is an annual Term License. This annual term license will automatically renew for subsequent one (1) year terms through July 31, 2017, unless this Agreement is terminated earlier pursuant to the terms set forth in Section 6.2 below.

6.2 Termination. Institute may terminate this Agreement at any time upon written notice to Esri. In the event this Agreement is terminated by Institute for convenience, Institute 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 Institute's failure to pay the Annual Fee), or by Institute for convenience, all licenses Deployed shall also terminate. Licensee shall (i) cease access and use of 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 Educational 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 Products following termination of this Agreement subject to compliance with the License Agreement, with the exception of termination for Licensee's material breach.
6.3 Termination of a Particular Licensee. Institute may elect to terminate for convenience the license rights of a particular Licensee. Institute or Esri may also elect to terminate the license rights of a Licensee for material breach without terminating this Agreement with Institute or other Licensees. The breaching Licensee shall be given a period of ten (10) days from date of written notice to cure any material breach. Upon the termination of the Licensee, any licenses or Deployments provided to Licensee shall also terminate. Institute shall reasonably cooperate with Esri in termination of a Licensee in material breach of this Agreement, including enforcement of the Agreement with respect to such Licensee. There shall be no reduction in the Annual Fee if a Licensee’s rights are terminated.

ARTICLE 7—INSTITUTE’S RESPONSIBILITIES

In consideration of the grant of the discount on standard license and technical support fees, Institute 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. Where appropriate, encourage the use of GIS to all departments within the Site.
d. Make best efforts to maintain a high level of expertise in the use of Products among students and staff members by offering courses, encouraging attendance at the annual Esri Education GIS Conference and the Esri International User Conference, and making use of educational Virtual Campus courses offered by Esri, as appropriate.
e. Inform Authorized Users that the Educational Programs may not be used outside the United States without the prior written permission of Esri.
f. Inform Authorized Users that their use of the Educational Programs is subject to the above restrictions and the terms and conditions of the License Agreement.
g. Implement reasonable processes to ensure that students remove Products from their personal computers after use.

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: Institute (See Appendix B)

ARTICLE 9—SOVEREIGN IMMUNITY/GOVERNMENTAL CLAIMS

The University does not waive its sovereign immunity or its governmental immunity by entering into this Agreement and fully retains all immunities and defenses provided by law with regard to any action based on this Agreement. Any actions or claims against the University under this Agreement must be in accordance with and are controlled by the Wyoming Governmental Claims Act, W.S. 1-39-101 et seq. (1977) as amended.

ARTICLE 10—INTERPRETATION

The Parties hereto agree that (i) the laws of Wyoming shall govern this Agreement; (ii) any questions arising hereunder shall be construed according to such laws; and (iii) this Agreement has been negotiated and executed in the State of Wyoming and is enforceable in the courts of Wyoming.
ARTICLE II—EQUAL EMPLOYMENT OPPORTUNITY

Both parties shall fully adhere to all applicable local, state and federal law, including equal employment opportunity and including but not limited to compliance with Title VI of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975 and the Americans with Disabilities Act of 1990. The University's policy has been, and will continue to be, one of nondiscrimination, offering equal opportunity to all employees and applicants for employment on the basis of their demonstrated ability and competence without regard to such matters as race, gender, color, religion, national origin, disability, age, veteran status, sexual orientation, genetic information, political belief, or other status protected by state and federal statutes or University Regulations.
Licensee may copy and Deploy Programs listed in Table A-1 for teaching and research only. No Administrative Uses are permitted.

<table>
<thead>
<tr>
<th>Programs</th>
<th>Total Quantity/Seats</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>ArcGIS for Desktop</strong></td>
<td></td>
</tr>
<tr>
<td>ArcGIS for Desktop Advanced (Single and Concurrent Use)</td>
<td>Unlimited</td>
</tr>
<tr>
<td>ArcGIS for Desktop Standard (Single and Concurrent Use)</td>
<td>Unlimited</td>
</tr>
<tr>
<td>ArcGIS for Desktop Basic (Single and Concurrent Use)</td>
<td>Unlimited</td>
</tr>
<tr>
<td>ArcGIS 3D Analyst for Desktop (Single and Concurrent Use)</td>
<td>Unlimited</td>
</tr>
<tr>
<td>ArcGIS Data Interoperability for Desktop</td>
<td>Unlimited</td>
</tr>
<tr>
<td>ArcGIS Data Reviewer for Desktop (Single and Concurrent Use)</td>
<td>Unlimited</td>
</tr>
<tr>
<td>ArcGIS Geostatistical Analyst for Desktop (Single and Concurrent Use)</td>
<td>Unlimited</td>
</tr>
<tr>
<td>ArcGIS Network Analyst for Desktop (Single and Concurrent Use)</td>
<td>Unlimited</td>
</tr>
<tr>
<td>ArcGIS Spatial Analyst for Desktop (Single and Concurrent Use)</td>
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</tr>
<tr>
<td>ArcGIS Tracking Analyst for Desktop (Single and Concurrent Use)</td>
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</tr>
<tr>
<td>ArcGIS Workflow Manager for Desktop (Single and Concurrent Use)</td>
<td>Unlimited</td>
</tr>
<tr>
<td>ArcGIS Publisher (Single and Concurrent Use)</td>
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</tr>
<tr>
<td>ArcGIS Schematics for Desktop (Single and Concurrent Use)</td>
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</tr>
<tr>
<td><strong>ArcGIS for Server</strong></td>
<td></td>
</tr>
<tr>
<td>ArcGIS Data Reviewer for Server</td>
<td>Unlimited</td>
</tr>
<tr>
<td>ArcGIS Workflow Manager for Server</td>
<td>Unlimited</td>
</tr>
<tr>
<td>ArcGIS Image Extension for Server</td>
<td>Unlimited</td>
</tr>
<tr>
<td><strong>Mobile GIS</strong></td>
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</tr>
<tr>
<td>ArcGIS for Windows Mobile</td>
<td>Unlimited</td>
</tr>
<tr>
<td>ArcGIS for Smartphones and Tablets</td>
<td>Unlimited</td>
</tr>
<tr>
<td>ArcPad</td>
<td>Unlimited</td>
</tr>
<tr>
<td><strong>Developer GIS</strong></td>
<td></td>
</tr>
<tr>
<td>Esri Developer Network (EDN) (available by request only)</td>
<td>Unlimited</td>
</tr>
<tr>
<td>ArcGIS Web Mapping</td>
<td>Unlimited</td>
</tr>
<tr>
<td>ArcGIS Viewer for Flex</td>
<td>Unlimited</td>
</tr>
<tr>
<td>ArcGIS Viewer for Silverlight</td>
<td>Unlimited</td>
</tr>
<tr>
<td><strong>Online GIS</strong></td>
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</tr>
<tr>
<td>ArcGIS Online subscription with Esri Maps for Office</td>
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Specialized GIS

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<th>Software</th>
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<tbody>
<tr>
<td>ArcGIS for Maritime: Bathymetry</td>
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</tr>
<tr>
<td>ArcGIS for Maritime: Charting</td>
<td>Unlimited</td>
</tr>
<tr>
<td>Esri Aeronautical Solution</td>
<td>Unlimited</td>
</tr>
<tr>
<td>Esri Defense Mapping</td>
<td>Unlimited</td>
</tr>
<tr>
<td>Esri Production Mapping</td>
<td>Unlimited</td>
</tr>
<tr>
<td>Esri CityEngine Advanced</td>
<td>Unlimited</td>
</tr>
<tr>
<td>Esri Tracking Server (Software available by request only. Implementation Services are not included.)</td>
<td>Unlimited</td>
</tr>
</tbody>
</table>

Esri Data Products

<table>
<thead>
<tr>
<th>Product</th>
<th>Quantity</th>
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</thead>
<tbody>
<tr>
<td>Census 2010</td>
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</tr>
<tr>
<td>Esri Consumer Spending</td>
<td>Unlimited</td>
</tr>
<tr>
<td>Esri Tapestry Segmentation</td>
<td>Unlimited</td>
</tr>
<tr>
<td>Esri Updated Demographics</td>
<td>Unlimited</td>
</tr>
</tbody>
</table>

Additional Benefits

<table>
<thead>
<tr>
<th>Benefit</th>
<th>Quantity</th>
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</thead>
<tbody>
<tr>
<td>GIS Specialists</td>
<td>10</td>
</tr>
<tr>
<td>Passes to the Esri International User Conference and Esri Education GIS Conference</td>
<td>10</td>
</tr>
</tbody>
</table>

Table A-2

Teaching Use Only (Programs in the Table below are by request only)

Licensee may copy and Deploy Programs listed in Table A-2 up to the total quantity of licenses indicated below for teaching and student learning purposes only. No research or Administrative Uses are permitted.

<table>
<thead>
<tr>
<th>Programs</th>
<th>Total Quantity/Seats</th>
</tr>
</thead>
<tbody>
<tr>
<td>Esri Business Analyst (Desktop Premium, Server, Online Standard Plus &amp; BAO API Basic)*</td>
<td>Unlimited</td>
</tr>
<tr>
<td>Community Analyst Standard Plus</td>
<td>Unlimited</td>
</tr>
</tbody>
</table>

* Data licensed with Esri Business Analyst Premium and Esri Business Analyst Server is restricted for use only in conjunction with the respective Business Analyst extension.

The lists above are subject to change should Esri commitments to third parties regarding licensed third-party technology included in Esri products prohibit or not provide redistribution rights in site licenses to Esri licensees.

FEES

<table>
<thead>
<tr>
<th>Annual Fee</th>
<th>$28,350.00 Waived*</th>
</tr>
</thead>
</table>

*Esri agrees to waive the Annual Fee through July 31, 2017. In exchange, Institute shall provide instruction to educators and staff, and support curriculum development to help its K-12 Schools (public and private) and school districts use GIS successfully. Institute shall provide Esri with a report in a mutually agreed upon format of the training and other services provided in lieu of the Annual Fee.

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

An unlimited Esri Virtual Campus Annual User License (Virtual Campus AUL) on the condition that the contract is current. The Virtual Campus AUL gives access to all asynchronous, self-study Virtual Campus courses. These are primarily technology courses in Esri Software.
To participate in the Virtual Campus AUL, the Primary Contact will need to fill out the Annual User License Activation form located at http://training.esri.com/campus/license/activation/index.cfm.

Once this online form is received, the account will be verified. Upon verification, a "master code" will be sent to the Primary Contact. That code will act as a password to Licensee's subscription page where the Primary Contact can generate individual course access codes for Licensee's students. The Primary Contact may appoint up to ten (10) teaching staff or other staff members to aid in issuing codes and agrees to notify Esri in writing whenever such appointments are made.
APPENDIX B
INSTITUTE CONTACT INFORMATION

Primary Contact
Name: Paddington Hodza
Department: Dept. of Geography
Telephone: 307-766-3709
Email: phodza@uwyo.edu
*Global Account User Name: phodza
Address: Agriculture C Building, Room 306
Department 4008
1000 E University Avenue
Laramie, WY 82071

Legal Notices to Institute:
Name: Office of General Counsel
Telephone: (307) 744-4019
Address: Department 3434
1000 E. University Avenue
Laramie, Wyoming 82071-2000

Client's Contract Administrator
Name: Office of General Counsel
Telephone: (307) 744-4019
Address: Department 3434
1000 E. University Avenue
Laramie, Wyoming 82071-2000

Ship Software To:
Name: Paddington Hodza
Telephone: 307-766-3709
Address: Agriculture C Building, Room 306
Department 4008
1000 E University Avenue
Laramie, WY 82071

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

*Please go to http://customers.esri.com to create a Global Account User Name if you have not previously done so.
APPENDIX B (Cont.)
GIS SPECIALISTS

(1) GIS Specialist: Paddington Hodza
WyGISC
Agriculture C Building, Room 306
Department 4008
1000 E University Avenue
Laramie, WY 82071
Telephone: 307-766-3709
Email: phodza@uwyo.edu

(2) GIS Specialist: Alan Buss
Elementary & Early Childhood
Wyoming Hall 418
1000 E University Avenue
Laramie, WY 82071
Telephone: 307-766-3972
Email: abuss@uwyo.edu

(3) GIS Specialist: Lee McCoy
Upton Middle School
P O Box 784
Upton, WY 82730
Telephone: 307-746-6709
Email: lmccoy@weston7.org

(4) GIS Specialist: Patti Kimble
BANR Academy Coach
Natrona County School District
Star Lane Center
1400 S. Fairdale, Casper, WY 82601
Telephone: 307-253-3100
Email: patti_kinble@natronaschools.org
APPENDIX C
K-12 SCHOOL ACKNOWLEDGMENT STATEMENT

Environmental Systems Research Institute, Inc. (Esri), and University of Wyoming ("Institute") have entered into an Education Site License Agreement ("Agreement"), identified as Agreement No. 2014MSL466, for licensing of certain Esri Products. Institute has authorized K-12 Schools and school districts to access and use Educational Programs. K-12 School's and schools districts use of the Educational Programs is subject to Esri's General License Terms and Conditions, E204M, and Exhibit 1, Scope of Use, E300M (collectively "the License Agreement") and the below additional requirement.

Accordingly, ____________________________ ("K-12 School"), as a Licensee, represents it has received and read the License Agreement, and understands and agrees to be bound by the terms of the License Agreement and the below additional requirements for use of any Educational Programs provided by Institute to Licensee. Licensee agrees that Esri may pursue remedies against Licensee for material breach of the License Agreement or the below additional requirement.

Additional Requirements:

1. Licensee agrees to use Educational Programs solely for instructional and research purposes. No administrative uses are allowed under this agreement.
2. Licensee shall not use Educational Programs for any commercial or profit-generating activities.
3. Teaching and research staff of Licensee, coterminous with the Agreement and with each individual's tenure at the K-12 School, may install and use a copy of the Educational Programs on the individual's personal computer only for academic-related purposes.

ACCEPTED AND AGREED:

(Licensee)

Signature: ____________________________

Printed Name: ____________________________

Title: ____________________________

Date: ____________________________
LICENSE AGREEMENT
(E204M 04/26/2013)

This License Agreement is between you ("Licensee") and Environmental Systems Research Institute, Inc. ("Esri"), a California corporation with a place of business at 380 New York Street, Redlands, California 92373-8100 USA.

GENERAL LICENSE TERMS AND CONDITIONS

ARTICLE 1—DEFINITIONS

Definitions. The terms used are defined as follows:

a. "Authorization Code(s)" means any key, authorization number, enablement code, login credential, activation code, token, account user name and password, or other mechanism required for use of a Product.

b. "Beta" means any alpha, beta, or prerelease Product.

c. "Commercial Application Service Provider Use" or "Commercial ASP Use" means generating revenue by providing access to Software or Online Services through a Value-Added Application, for example, by charging a subscription fee, service fee, or any other form of transaction fee or by generating more than incidental advertising revenue.

d. "Content" has the meaning provided in Addendum 3.

e. "Data" means any Esri or third-party digital dataset(s) including, but not limited to, geographic vector data, raster data reports, or associated tabular attributes, whether bundled with Software and Online Services or delivered independently.

f. "Deployment License" means a license that allows Licensee to sublicense select Software and associated Authorization Codes to third parties.

g. "Documentation" means all user reference documentation that is delivered with the Software.

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University of Wyoming

Name / Title

Signature

Date

Contractor

Name / Title

Signature

Date

CHRIS JOHNSON
MANAGER, DOMESTIC CONTRACTS

Updated January 28, 2014
EXHIBIT 1
SCOPE OF USE
(E300 02/21/2014)

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(E300-1)

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<table>
<thead>
<tr>
<th><strong>Desktop Products</strong></th>
<th><strong>Server Products</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>Address Coder (22; [Addendum 2, Note 7])</td>
<td>ArcGIS for Server</td>
</tr>
<tr>
<td>ArcExplorer—Java and Windows Editions (20; [Addendum 2, Note 1])</td>
<td>– Workgroup (28; 29; 30; 31; 39; [Addendum 2, Note 1; Addendum 2, Note 4])</td>
</tr>
<tr>
<td>ArcGIS for Desktop (Advanced, Standard, or Basic) (26; [Addendum 2, Note 1; Addendum 2, Note 6])</td>
<td>– Enterprise (31; 39; [Addendum 2, Note 1; Addendum 2, Note 4])</td>
</tr>
<tr>
<td>ArcGIS Explorer Desktop (20; [Addendum 2, Note 1])</td>
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<tr>
<td>ArcReader (20; [Addendum 2, Note 1])</td>
<td>– ArcGIS Runtime SDK for Android, iOS, Java, Mac OS X, Microsoft .NET Framework (Windows [desktop], Windows Phone, Windows Store), Qt, or WPF (16; 19; [Addendum 2, Note 1])</td>
</tr>
<tr>
<td>Esri Maps for IBM Cognos, MicroStrategy, Microsoft Dynamics CRM, Office, SharePoint, Salesforce, or SAP BusinessObjects (2; [Addendum 2, Note 1])</td>
<td>– ArcGIS Runtime Standard Level for Android, iOS, Java, Mac OS X, Microsoft .NET Framework (Windows [desktop], Windows Phone, Windows Store), Qt, or WPF (15; 18; [Addendum 2, Note 1])</td>
</tr>
<tr>
<td>Esri Navigator (formerly ArcLogistics Navigator) ([Addendum 2, Note 2])</td>
<td>– ArcGIS Engine Developer Kit and Extensions (16, 19; 22, 26)</td>
</tr>
<tr>
<td>Sourcebook•America ([Addendum 2, Note 8])</td>
<td>– ArcGIS Engine for Windows/Linux and Extensions (15; 22; 26; [Addendum 2, Note 1; Addendum 2, Note 6])</td>
</tr>
<tr>
<td>ArcGIS for Windows Mobile (15; 54; [Addendum 2, Note 1])</td>
<td>– ArcGIS Web Mapping (including ArcGIS API for JavaScript/HTML5, ArcGIS API for Flex, ArcGIS API for Microsoft Silverlight) (15; 16; 64; 66; [Addendum 2, Note 1])</td>
</tr>
<tr>
<td>ArcGIS for Android ([Addendum 2, Note 1])</td>
<td>– Esri Business Analyst Server Developer ([Addendum 2, Note 1; Addendum 2, Note 4])</td>
</tr>
<tr>
<td>ArcGIS for iOS; ArcGIS for Windows Phone; ArcGIS for Android ([Addendum 2, Note 1])</td>
<td>– Esri Developer Network (EDN) Software and Data (24; 26; [Addendum 2, Note 6])</td>
</tr>
<tr>
<td>ArcGIS Engine for Windows/Linux and Extensions ([Addendum 2, Note 1])</td>
<td>– Esri File Geodatabase API (47)</td>
</tr>
</tbody>
</table>

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1. Licensee may use the Software, Data, and Online Services included in ArcGIS for Transportation Analytics solely for direct support of fleet operations. No other use of ArcGIS for Transportation Analytics or the individual components that are part of ArcGIS for Transportation Analytics is permitted. This restriction does not apply to the
ArcGIS Online for Organizations account included with ArcGIS for Transportation Analytics. The ArcGIS Online for Organizations account can be used for any purpose subject to the terms of this License Agreement.

2. Information created with Esri Maps products is for use only by Licensee's Named Users of ArcGIS Online or Portal for ArcGIS.

3-9. Reserved.

10. Licensee will provide information or other materials related to its content (including copies of any client-side applications) as reasonably requested to verify Licensee's compliance with this License Agreement. Esri may monitor the external interfaces (e.g., ports) of Licensee's content to verify Licensee's compliance with this License Agreement. Licensee will not block or interfere with such monitoring, but Licensee may use encryption technology or firewalls to help keep its content confidential. Licensee will reasonably cooperate with Esri to identify the source of any problem with the ArcGIS for Server with Virtual Cloud Infrastructure services that may reasonably be attributed to Licensee's content or any end-user materials that Licensee controls.

11. Reserved.

12. Software is licensed for navigational use only when used in conjunction with ArcLogistics.

13. "Dual Use License" means the Software may be installed on a desktop computer and used simultaneously with either a personal digital assistant (PDA) or handheld mobile computer as long as the Software is only used by a single individual at any one (1) time.

14. Reserved.

15. Licensed as a Deployment License, subject to Article 3, Section 3.1 of the General License Terms and Conditions.

16. Licensee may use the SDKs or APIs to create Value-Added Applications and distribute and license those Value-Added Applications to its end users to use the Value-Added Applications anywhere not prohibited under export regulation subject to Article 3, Section 3.1 of the General License Terms and Conditions.

17. Reserved.

18. The Deployment License is per Value-Added Application per computer.

19. License may not be used to develop Internet or server-based Value-Added Applications.

20. Licensee may reproduce and distribute the Software provided all the following occur:

   a. The Software is reproduced and distributed in its entirety;
   b. A license agreement accompanies each copy of the Software that protects the Software to the same extent as this License Agreement, and the recipient agrees to be bound by the terms and conditions of the license agreement;
   c. All copyright and trademark attributions/notice are reproduced; and
   d. There is no charge or fee attributable to the use of the Software.

21. Reserved.

22. a. An end user must license either ArcGIS Engine for Windows/Linux Software or other ArcGIS for Desktop Software (Basic, Standard, or Advanced) to obtain the right to run an ArcGIS Engine application on one (1) computer; and
   b. The ArcGIS Engine for Windows/Linux extensions shall not be used in combination with ArcGIS for Desktop Software to run ArcGIS Engine Value-Added Applications. A single user can have multiple ArcGIS Engine Value-Added Applications installed on one (1) computer for use only by that end user.

23. Reserved.

24. EDN Software may be used only for the purposes of development, testing, and demonstration of a prototype Value-Added Application and creating map caches. Value-Added Applications and map caches can be used with Staging and Deployment Servers. EDN server Software and Data may be installed on multiple computers for use by any Licensee EDN developer; all other EDN Software is licensed as a Single Use License.

25. Reserved.

26. An ArcSDE Personal Edition geodatabase is restricted to ten (10) gigabytes of Licensee's data.

27. Reserved.

28. Use is limited to ten (10) concurrent end users of applications other than ArcGIS for Server applications. This restriction includes use of ArcGIS for Desktop Software, ArcGIS Engine Software, and third-party applications that connect directly to any ArcGIS for Server geodatabase. There are no limitations on the number of connections from web applications.

29. Software can only be used with a supported version of SQL Server Express. Supported versions are listed with the system requirements for the product on the Esri website.

30. Use is restricted to a maximum of ten (10) gigabytes of Licensee's data.
31. Licensee may have redundant Esri Server Software installation(s) for failover operations, but the redundant Software can only be operational during the period the primary site is nonoperational. The redundant Software installation(s) shall remain dormant, except for system maintenance and updating of databases, while the primary site or any other redundant site is operational.

32. Redundant Software installation for failover operations is not permitted.

33-37. Reserved.

38. The ArcGIS 3D Analyst for Server extension included with ArcGIS for Server Standard (Workgroup or Enterprise) may be used only for generating globe data cache(s) or publishing a globe document as an ArcGIS Globe Service. No other use of the ArcGIS 3D Analyst for Server extension Software is permitted with ArcGIS for Server Standard.

39. Any editing functionality included with ArcGIS for Server is not permitted for use with ArcGIS for Server Basic (Workgroup or Enterprise).

40-46. Reserved.

47. Licensee may develop and distribute Value-Added Applications that use Esri File Geodatabase API to Licensee's end users.

48-53. Reserved.

54. ArcGIS for Windows Mobile Deployments are licensed for use with ArcGIS for Server Enterprise (Advanced or Standard), ArcGIS for Server Workgroup (Advanced), ArcGIS for Desktop (Advanced, Standard, Basic), and ArcGIS Engine Value-Added Applications.

55-63. Reserved.

64. Value-Added Application(s) for web deployment must be used in conjunction with other Esri Product(s). Third-party technologies may also be used in conjunction with Value-Added Application(s) as long as the Value-Added Application(s) is always used in conjunction with other Esri Product(s).

65. Reserved.

66. For desktop applications, each license is per organization. For the purposes of this license, organization is equivalent to a principal registered unique domain identifier. Domain is the Internet domain name registered with a domain name registrar. For instance, in example.com, example.com is the registered unique domain identifier. Similarly, in example.com.xx, where xx is a registered country code, example.com.xx is the registered unique domain identifier. Desktop applications can be used by any employee of the organization with the principal registered unique domain identifier. There is no limit to the number of applications that can be built and deployed within an organization.
ADDENDUM 2
DATA TERMS OF USE
(E300-2)

This Data Terms of Use Addendum ("Addendum 2") sets forth the terms of Licensee's use of Data and includes Licensee's existing master license agreement, if any, or the License Agreement found at http://www.esri.com/legal/software-license (as applicable, the "License Agreement"), which is incorporated by reference. This Addendum 2 takes precedence over conflicting General License Terms and Conditions of the License Agreement. Esri reserves the right to modify the Data terms of use referenced below at any time. For Data licensed through a subscription, Licensee may cancel the subscription upon written notice to Esri or discontinue use of the Data, as applicable. If Licensee continues to use the Data, Licensee will be deemed to have accepted the modification. Data terms of use are set forth in the notes referenced below:

SECTION 1—GENERAL RESTRICTIONS ON USE OF DATA

In addition to the restrictions set forth in Article 4.2 of the License Agreement, the following restrictions apply to use of Data by Licensee and Licensee's end users (collectively, "Users"). Any use of Data that is not expressly authorized in Section 2 or elsewhere in the License Agreement is strictly prohibited. Without limiting the generality of the foregoing, Licensee shall ensure Users are prohibited from (i) co-branding Data, (ii) using the Data in any unauthorized service or product, or (iii) offering Data through or on behalf of any third party.

SECTION 2—SPECIFIC TERMS OF USE FOR DATA

The following table is a list of Esri Products that have specific Terms of Use in addition to the general Terms of Use as set forth in the General License Terms and Conditions of the License Agreement. Additional Terms of Use are listed immediately below this table and are referenced by number(s), shown in parenthesis, immediately following each Product name in the following table:

- ArcGIS Online Data (1)
- StreetMap Premium for ArcGIS (2)
- StreetMap for Windows Mobile (2)
- StreetMap for ArcPad (2)
- StreetMap Premium for ArcGIS for Transportation Analytics (2; Addendum 1, Note 1)
- HERE Traffic Data (11; Addendum 1, Note 1)
- Data Appliance for ArcGIS (3)
- Business Analyst/Location Analytics Data (4, 10)
- Demographic, Consumer, and Business Data ("Esri Data") (5, 10)
- Data and Maps for ArcGIS (6)
- Address Coder Data (7, 10)
- Sourcebook America Data (8, 10)
- Esri MapStudio Data (9)

Notes:

1. If you do not license any of the Products in the table above, these Additional Terms of Use do not apply to you.
2. Additional Terms of Use for Products ONLY APPLY to the Products that reference them, by number, in the table above.

Additional Terms of Use for Products listed above:

1. **ArcGIS Online Data:** Software and Online Services that reference this note enable access to ArcGIS Online Data. ArcGIS Online Data is provided for use solely in conjunction with Licensee's authorized use of Esri Software and Online Services. Use of ArcGIS Online Data that is accessible through non-fee-based ArcGIS Online accounts may be subject to usage limits.

   **ArcGIS Online Basemap Data:**
   
   a. ArcGIS Online basemap data can be taken offline through Esri Content Packages and subsequently delivered (transferred) to any device for use exclusively with licensed Esri Client Software.
   
   b. ArcGIS Online basemap data is subject to an aggregate limit of fifty million (50,000,000) transactions during any twelve (12)-month period. Transactions include both basemap and geosearch Transactions. "Transaction" is defined in the Documentation at ArcGIS Resources at [http://links.esri.com/agol/transactiondef](http://links.esri.com/agol/transactiondef).
Licensee may use Data accessed through ArcGIS Online as permitted under the terms of the URLs referenced below:

a. HERE data is subject to the terms of use at http://corporate.navteq.com/supplier_terms.html.
b. Tele Atlas/TomTom data is subject to the terms of use at http://www.esri.com/~media/Files/Pdfs/legal/pdfs/j9792-teleatlas_use_data.pdf.
c. Data from i-cubed is subject to the terms of use at http://www.esri.com/~media/Files/Pdfs/legal/pdfs/j9946-icubed.pdf.
d. Microsoft Bing Maps data is subject to the terms of use at http://www.esri.com/~media/Files/Pdfs/legal/pdfs/e-802-bing-mapsvcs.pdf.
e. BODC bathymetry data is subject to the terms of use found at https://www.bodc.ac.uk/data/online_delivery/gebco/terms_of_use/.
f. MB-Research GmbH (MBR) Data: Users are prohibited from (i) using MBR Data, including, without limitation, European demographic data, consumer demand data, and postal and geographic boundaries, for the purpose of compiling, enhancing, verifying, supplementing, adding to, or deleting from any database or other compilation of information that is sold, rented, published, furnished, or in any manner provided to a third party or (ii) modifying or otherwise altering MBR Data without MBR's prior written consent, such consent to be granted or withheld at MBR's sole discretion.
g. D&B Data: May not be used for direct mailing or direct marketing purposes.

2. StreetMap Premium for ArcGIS: StreetMap for ArcGIS for Windows Mobile; StreetMap for ArcPad; StreetMap Premium for ArcGIS for Transportation Analytics: These Products, collectively referred to as "StreetMap Data," may be used for mapping, geocoding, and point-to-point routing purposes but is not licensed for dynamic, real-time routing guidance. For instance, StreetMap Data may not be used to alert a user about upcoming maneuvers (such as warning of an upcoming turn) or to calculate an alternate route if a turn is missed. StreetMap Data may not be used to perform synchronized multivehicle routing or route optimization. StreetMap Data acquired for use with ArcGIS for Desktop, ArcGIS for Server, ArcPad, or ArcGIS for Transportation Analytics may only be used with the Product for which the StreetMap Data was acquired, and may not be used with any other Product. StreetMap for Windows Mobile Data is licensed for use solely on mobile devices or in conjunction with ArcGIS for Mobile applications. StreetMap Data may include data from either of the following sources:

a. HERE data is subject to the terms of use at http://corporate.navteq.com/supplier_terms.html. HERE data, when licensed for use in StreetMap Premium for ArcGIS for Transportation Analytics, permits tracking, synchronized multivehicle routing, and route optimization.
b. Tele Atlas/TomTom data is subject to the terms of use at http://www.esri.com/~media/Files/Pdfs/legal/pdfs/j9792-teleatlas_use_data.pdf.

d. BODC bathymetry data is subject to the terms of use found at https://www.bodc.ac.uk/data/online_delivery/gebco/terms_of_use/.

3. Data Appliance for ArcGIS: Data provided with Data Appliance is subject to the following additional terms of use:

a. HERE data is subject to the terms of use at http://corporate.navteq.com/supplier_terms.html.
b. Tele Atlas/TomTom data is subject to the terms of use at http://www.esri.com/~media/Files/Pdfs/legal/pdfs/j9792-teleatlas_use_data.pdf.
c. Data from i-cubed is subject to the terms of use at http://www.esri.com/~media/Files/Pdfs/legal/pdfs/j9946-icubed.pdf.
d. BODC bathymetry data is subject to the terms of use found at https://www.bodc.ac.uk/data/online_delivery/gebco/terms_of_use/.

4. Business Analyst Data; Location Analytics Data: Business Analyst Data is provided with Esri Business Analyst (Server, Desktop) or accessed through Business Analyst Online and Community Analyst. Location Analytics Data is accessed through Business Analyst Online API, Community Analyst API, and Location Analytics API. The Data is subject to the following additional terms of use:

a. The Data is provided for Licensee's internal business use solely in connection with Licensee's authorized use of Software. Subject to Addendum 2, Note 10, Business Analyst Data, including derivative products (e.g., geocodes), are restricted for use only in conjunction with the respective Business Analyst extension. Location Analytics Data is restricted for use only in conjunction with Business Analyst Online API, Community Analyst API, and Location Analytics API. If Licensee orders a license for Esri Business Analyst or Business Analyst
Canadian Edition), or for Business Analyst Online API, Community Analyst API, and Location Analytics API, with a subset of the national dataset (i.e., Region, State, Local), Licensee may use only the licensed subset, not any other portion of the national dataset.

b. Business Analyst Data provided with Business Analyst for Server may not be cached or downloaded by client applications and devices.

c. Infogroup data is subject to the following terms of use: "Users" means end users of Esri Software. Any use of the Infogroup database not expressly authorized in this License Agreement is strictly prohibited. Without limiting the generality of the foregoing, Users are expressly prohibited from (i) sublicensing or reselling the Infogroup database; (ii) using or allowing third parties to use the Infogroup database for the purpose of compiling, enhancing, verifying, supplementing, adding to, or deleting from any mailing list, geographic or trade directories, business directories, classified directories, classified advertising, or other compilation of information that is sold, rented, published, furnished, or in any manner provided to a third party; (iii) using the Infogroup database in any service or product not specifically authorized in this License Agreement or offering it through any third party; (iv) disassembling, decompiling, reverse engineering, modifying, or otherwise altering the Infogroup database or any part thereof without Infogroup's prior written consent, such consent to be granted or withheld at Infogroup's sole discretion; or (v) using the Infogroup database for any direct marketing purposes.

d. HERE data is subject to the terms of use at http://corporate.navteq.com/supplier_terms.html.

e. Tele Atlas/TomTom data is subject to the terms of use at http://www.esri.com/~/media/Files/Pdfs/legal/pdfs/j9792-teleatlas_use_data.pdf.

f. MBR Data: Users are prohibited from (i) using MBR Data, including, without limitation, European demographic data, consumer demand data, and postal and geographic boundaries, for the purpose of compiling, enhancing, verifying, supplementing, adding to, or deleting from any database or other compilation of information that is sold, rented, published, furnished, or in any manner provided to a third party or (ii) modifying, or otherwise altering MBR Data without MBR's prior written consent, such consent to be granted or withheld at MBR's sole discretion.

g. D&B Data: May not be used for direct mailing or direct marketing purposes.

5. Demographic, Consumer, and Business Data ("Esri Data"): This Data category includes the Updated Demographic Database, Census Data, American Community Survey (ACS) Data, Consumer Spending, Business Summary, Business Locations, Retail MarketPlace, and Tapestry Segmentation datasets. Esri Data may be used independently of Software or Online Services. Each dataset is available under one or more of the following license types:

- **Single Use**: Permits access by a single user to access the data for development or internal use on a desktop computer or server. No Internet access is permitted.
- **Internal Site/Server—Known User**: Permits access by named (known) users for Licensee's internal use. Web access by those named users is permitted.
- **Public website (noncommercial)—Constituent-Served Model**: Permits a municipal government Licensee to use the Data in an externally facing Value-Added Application serving a defined population, provided Licensee does not generate revenue from such use.
- **Public website (commercial) Known User**: Permits Licensee to use the Data in an externally facing Value-Added Application for use by named users and to generate revenue from such Value-Added Application.
- **Public website (commercial) Anonymous User**: Permits Licensee to use the Data in an externally facing Value-Added Application for general use and to generate revenue from such Value-Added Application.

6. **Data and Maps for ArcGIS**: The Data is available to licensed users of ArcGIS for Desktop, ArcGIS for Server, and ArcGIS Online. Data and Maps for ArcGIS is provided for use solely in conjunction with authorized use of ArcGIS for Desktop, ArcGIS for Server, and ArcGIS Online.

   a. Licensee may redistribute the Data as described in the Redistribution Rights Matrix available at http://www.esri.com/legal/redistribution-rights, in the Help system, or in supporting metadata files, subject to the specific attribution descriptions and requirements for the dataset accessed.

   b. StreetMap Data may be used for mapping, geocoding, and routing purposes but is not licensed for dynamic routing purposes. For instance, StreetMap USA may not be used to alert a user about upcoming maneuvers (such as warning of an upcoming turn) or to calculate an alternate route if a turn is missed.
7. **Address Coder Data:** This Data is included with Address Coder and is provided for Licensee's internal business use solely in connection with Licensee's authorized use of Address Coder.

8. **Sourcebook•America Data:** This Data is included with Sourcebook•America and provided for Licensee's internal business use solely in connection with Licensee's authorized use of Sourcebook•America.

9. **MapStudio Data:** Use of this Data is subject to the following terms and conditions:
   
   a. HERE data is subject to the terms of use at [http://corporate.navteq.com/supplier_terms.html](http://corporate.navteq.com/supplier_terms.html).
   b. Tele Atlas/TomTom data is subject to the terms of use at [http://www.esri.com/~/media/Files/Pdfs/legal/pdfs/j9792-teleatlas_use_data.pdf](http://www.esri.com/~/media/Files/Pdfs/legal/pdfs/j9792-teleatlas_use_data.pdf).
   c. Data from i-cubed is subject to the terms of use at [http://www.esri.com/~/media/Files/Pdfs/legal/pdfs/j9946-icubed.pdf](http://www.esri.com/~/media/Files/Pdfs/legal/pdfs/j9946-icubed.pdf).
   d. D&B Data: May not be used for direct mailing or direct marketing purposes.

10. Licensee may include Data in hard-copy or read-only format ("Outputs") in presentation packages, marketing studies, or other reports or documents prepared for third parties. Licensee shall not resell or otherwise externally distribute Outputs in stand-alone form.

11. **ArcGIS for Transportation Analytics—HERE traffic data option:** This online data service is available as an option for use exclusively with ArcGIS for Transportation Analytics. Use of this data is subject to the following terms and conditions:

   a. HERE traffic data is subject to the terms of use at [http://corporate.navteq.com/supplier_terms.html](http://corporate.navteq.com/supplier_terms.html).
   b. No automatic routing or rerouting based on traffic conditions is permitted without the Navigation add-on.
   c. HERE traffic data may not be archived and may be delivered only for end users' personal, near-term use, not to exceed one (1) twenty-four (24)-hour period.
   d. HERE traffic data may not be used to display or broadcast in any FM/AM/HD radio broadcast or television broadcast or through any RDS delivery method.
   e. HERE traffic data may not be used with or incorporated into any traffic system that provides voice traffic reports to inbound callers.
   f. HERE traffic data may not be used to develop or commercially make available a text-to-voice e-mail alert or message or voice mail application using any portion of HERE traffic data.
ADDENDUM 3
ONLINE SERVICES ADDENDUM
(E300-3)

This Online Services Addendum ("Addendum 3") sets forth the terms of Licensee's use of Online Services and includes the Licensee's existing master license agreement, if any, or the License Agreement found at http://www.esri.com/legal/software-license (as applicable, the "License Agreement"), which is incorporated by reference. This Addendum 3 takes precedence over conflicting General License Terms and Conditions of the License Agreement. Esri reserves the right to update the terms from time to time. Section 1 of this Addendum 3 contains terms applicable to all Online Services; Section 2 contains common terms applicable to specific Online Services.

SECTION 1—COMMON TERMS OF USE OF ONLINE SERVICES

ARTICLE 1—DEFINITIONS

In addition to the definitions provided in the License Agreement, the following definitions apply to this Addendum 3:

a. "Anonymous Users" refers to anyone who has public access to any part of the Licensee's Content or Value-Added Applications, which Licensee has published through the use of the Sharing Tools, included with Licensee's licensed use of the Software or Online Services, as further described in Section 2 of this Addendum.
b. "API" means application programming interface.
d. "Content" means Data, images, photographs, animations, video, audio, text, maps, databases, data models, spreadsheets, user interfaces, software applications, and Developer Tools.
e. "Developer Tools" means software development kits (SDKs), APIs, software libraries, code samples, and other resources.
f. "Licensee's Content" means any Content that Licensee or Licensee's Named Users submit to Esri in connection with Licensee's use of the Online Services, any results derived from the use of Licensee's Content with Online Services, and any Value-Added Applications Licensee builds with Developer Tools and deploys with Online Services. Licensee's Content excludes any feedback, suggestions, or requests for Product improvements that Licensee provides to Esri.
g. "Named User(s)" means individuals to whom Licensee specifically enables private access to Online Services and Value-Added Applications through Licensee's Online Services account. Named Users can be anyone whom Licensee authorizes to access Online Services, but only for the exclusive benefit of Licensee, for example, Licensee's employees, agents, consultants, or contractors. For Education Plan accounts, Named Users may include registered students. No other third parties may be Named Users. Named Users have private access to features of Online Services that are not publicly accessible to Anonymous Users. Named Users have unique, individual login credentials.
h. "Online Content" means Content hosted or provided by Esri as part of Online Services, including any Map Services, Task Services, Image Services, and Developer Tools and excluding Content provided by third parties that Licensee accesses through Online Services.
i. "Service Components" means each of the following: Online Services, Online Content, ArcGIS Website, Developer Tools, Documentation, or related materials.
j. "Sharing Tools" means publishing capabilities included with Online Services and ArcGIS Website that allow Licensee to make Licensee's Content and Value-Added Applications available to third parties and/or Anonymous Users.
k. "Value-Added Application" means an application developed by Licensee for use in conjunction with the authorized use of any Software, Data, or Online Services.
l. "Web Services" as used under Licensee's existing signed license agreement, if any, means Online Services and any Content delivered by such Online Services.

ARTICLE 2—USE OF ONLINE SERVICES

2.1 License to Online Services. Esri grants Licensee a personal, nonexclusive, nontransferable, worldwide license to access and use Online Services as set forth in the applicable Ordering Documents (i) for which the applicable license fees have been
paid (if required), (ii) for Licensee's own internal use by Licensee and Licensee's Named Users or Anonymous Users (if applicable), and (iii) in accordance with this License Agreement and the licensed configuration on file as authorized by Esri.

2.2 Provision of Subscription Online Services. For subscription Online Services, Esri will

a. Provide Online Services to Licensee in accordance with the Documentation;
b. Provide customer support in accordance with Esri's standard customer support policies and any additional support Licensee may purchase; and
c. Use commercially reasonable efforts to ensure that Online Services will not transmit to Licensee any Malicious Code, provided Esri is not responsible for Malicious Code that was introduced to Online Services through Licensee's account or through third-party Content.

2.3 Licensee's Responsibilities. Licensee shall be responsible for Named Users' compliance with this Agreement. Licensee and Licensee's Named Users or Anonymous Users (if applicable) are the only persons authorized to access Online Services through Licensee's accounts. Named Users' login credentials are for designated Named Users only and may not be shared among multiple individuals. Named Users' login credentials may be reassigned to new Named Users if the former users no longer require access to Online Services. Licensee and Licensee's Named Users are responsible for maintaining the confidentiality of Authorization Codes, Access Codes, Named Users' login credentials, or any other method that is provided that enables access to Online Services and for ensuring that unauthorized third parties do not access Licensee's account. Licensee will immediately notify Esri if Licensee becomes aware of any unauthorized use of Licensee's account or any other breach of security.

2.4 Prohibited Uses of the Online Services. In addition to the prohibited uses or except as provided under the License Agreement, Licensee shall not (i) attempt to gain unauthorized access to the Online Services or assist others to do so; (ii) use Online Services for spamming, to transmit junk e-mail or offensive or defamatory material, or for stalking or making threats of physical harm; (iii) use Online Services to store or transmit software viruses, worms, time bombs, Trojan horses, or any other computer code, files, or programs designed to interrupt, destroy, or limit the functionality of any computer software, hardware, or telecommunications equipment ("Malicious Code"); (iv) mirror, reformat, or display Online Services in an attempt to mirror and/or make commercial use of Online Services except to the degree that Online Services directly enable such functionality; (v) share the client-side data cache derived from Online Services with other licensed end users or third parties; (vi) distribute the client-side data cache derived from Online Services to third parties; (vii) manually or systematically collect or scrape (screen or web scraping) Content from Online Services; (viii) use ArcGIS Online Map Services, Geocoding Services, or Routing Services in communication with any in-vehicle navigation system installed in a vehicle (this does not include portable navigation devices) or that provides real-time, dynamic routing to any device. For instance, these Services may not be used to alert a user about upcoming maneuvers (such as warning of an upcoming turn) or to calculate an alternate route if a turn is missed; (ix) incorporate any portion of Online Services into a commercial product or service unless the commercial product adds material functionality to Online Services; (x) use Online Services to process, store, or transmit any information, data, or technology controlled for export under the International Traffic in Arms (ITAR) regulations; or (xi) use Online Services to store or process Content online that is unclassified controlled technical information (UCTI) under DFARS 204.73, or is protected health information (PHI) under the Health Insurance Portability and Accountability Act (HIPAA).

2.5 Evaluations. Esri may provide licenses to use certain Services for Licensee's internal evaluation purposes. Such licenses continue until the stated evaluation period expires or until Licensee purchases a subscription, whichever occurs first. IF LICENSEE DOES NOT CONVERT LICENSEE'S EVALUATION LICENSE TO A SUBSCRIPTION PRIOR TO EXPIRATION OF THE EVALUATION TERM, ANY CONTENT AND CUSTOMIZATIONS THAT LICENSEE UPLOADED OR MADE DURING THE EVALUATION TERM WILL BE PERMANENTLY LOST. IF LICENSEE DOES NOT WISH TO PURCHASE A SUBSCRIPTION, LICENSEE MUST EXPORT SUCH CONTENT BEFORE THE END OF LICENSEE'S EVALUATION PERIOD.

2.6 Modifications of Online Services. Esri reserves the right to alter or modify Online Service(s) and related APIs at any time. If reasonable under the circumstances, Esri will provide thirty (30) days' prior notice of any material alterations.

2.7 Discontinuation or Deprecation of Online Services. Esri reserves the right to discontinue or deprecate an Online Service(s) and related API(s) at any time. If reasonable under the circumstances, Esri will provide ninety (90) days' prior
notice of any Online Service discontinuation or deprecation. Esri will attempt to support any deprecated APIs for up to six (6) months, unless there are legal, financial, or technological reasons not to support them.

2.8 If any modification, discontinuation, or deprecation of Online Service(s) causes a material, adverse impact to Licensee's operations, Esri may at its sole discretion attempt to repair, correct, or provide a workaround for Online Services. If a viable solution is not commercially reasonable, Licensee may cancel its subscription to Online Services, and Esri will issue a prorated refund.

2.9 Attributions. Licensee is not permitted to remove any Esri or Esri's licensors' logos or other attribution associated with any use of ArcGIS Online Services.

ARTICLE 3—TERM AND TERMINATION

The following supplements Article 5—Term and Termination of the License Agreement:

3.1 Term of Subscriptions. The term of any subscription will be provided in the Ordering Document under which it is purchased or in the Online Services description referenced therein.

3.2 Subscription Rate Changes. Monthly subscription rates may be increased upon thirty (30) days' notice. Esri may increase rates for subscriptions with a term greater than one (1) month by notifying Licensee at least sixty (60) days prior to expiration of the then-current subscription term.

3.3 Service Interruption. Licensee's access (including access on behalf of Licensee's customers) to and use of Online Service(s) may be temporarily unavailable, without prior notice, for any unanticipated or unscheduled downtime or unavailability of all or any portion of Online Services, including system failure or other events beyond the reasonable control of Esri or its affiliates.

3.4 Service Suspension. Esri and its affiliates shall be entitled, without any liability to Licensee, to suspend access to any portion or all of Online Services at any time on a service-wide basis (a) if Licensee breaches the License Agreement; (b) if Licensee exceeds usage limits and fails to purchase additional license capacity sufficient to support Licensee's continued use of Online Services as described in Article 5 of this Addendum; (c) if there is reason to believe that Licensee's use of Online Service(s) will adversely affect the integrity, functionality, or usability of the Online Service(s); (d) if Esri and its licensors may incur liability by not suspending Licensee's account; (e) for scheduled downtime to conduct maintenance or make modifications to Online Service(s); (f) in the event of a threat or attack on Online Service(s) (including a denial-of-service attack) or other event that may create a risk to the applicable part of Online Services; or (g) in the event that Esri or its affiliates determine that Online Services (or portions thereof) are prohibited by law or otherwise that it is necessary or prudent to do so for legal or regulatory reasons. If feasible under these circumstances, Licensee will be notified of any Service Suspension beforehand and allowed reasonable opportunity to take remedial action.

3.5 Esri is not responsible for any damage, liabilities, losses (including any loss of data or profits), or any other consequences that Licensee or any Licensee customer may incur as a result of any Service Interruption or Service Suspension.

ARTICLE 4—LICENSEE'S CONTENT, FEEDBACK

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ARTICLE 5—LIMITS ON USE OF ONLINE SERVICES; SERVICE CREDITS

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ARTICLE 6—ONLINE CONTENT; THIRD-PARTY CONTENT AND WEBSITES

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The following table is a list of Esri Products that have specific Terms of Use in addition to the general Terms of Use as set forth in the General License Terms and Conditions of the License Agreement. Additional Terms of Use are listed immediately below this table and are referenced by number(s), shown in parentheses, immediately following each Product name in the following table (in some cases, the Additional Terms of Use referenced may be found in a separate Addendum, as noted):

<table>
<thead>
<tr>
<th>Product</th>
<th>Additional Terms of Use</th>
</tr>
</thead>
<tbody>
<tr>
<td>ArcGIS Online (1; 2; Addendum 2, Note 1; Addendum 2, Note 6)</td>
<td>Esri Community Analyst API for Adobe Flex, Microsoft Silverlight, SOAP, and REST (5; Addendum 2, Note 1; Addendum 2, Note 4)</td>
</tr>
<tr>
<td>Esri Business Analyst Online (3; Addendum 2, Note 1; Addendum 2, Note 4)</td>
<td>Esri Location Analytics API for Adobe Flex, Microsoft Silverlight, SOAP, and REST (5; Addendum 2, Note 1; Addendum 2, Note 4)</td>
</tr>
<tr>
<td>Business Analyst Online Mobile (3; Addendum 2, Note 1; Addendum 2, Note 4)</td>
<td>Esri Redistricting Online (Addendum 2, Note 1)</td>
</tr>
<tr>
<td>Esri Business Analyst Online API for Adobe Flex, Microsoft Silverlight, SOAP, and REST (5; Addendum 2, Note 1; Addendum 2, Note 4)</td>
<td>Esri MapStudio (4; Addendum 2, Note 1; Addendum 2, Note 9)</td>
</tr>
<tr>
<td>Community Analyst (3; Addendum 2, Note 1; Addendum 2, Note 4)</td>
<td></td>
</tr>
</tbody>
</table>

### Notes:

- If you do not license any of the Products in the table above, these Additional Terms of Use do not apply to you.
- Additional Terms of Use for Products ONLY APPLY to the Products that reference them by number in the table above.

### Additional Terms of Use for Products listed above:

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   a. Licensee may use Licensee's Esri Online Services account to build a Value-Added Application(s) for Licensee's internal use.

   b. Licensee may also provide access to Licensee's Value-Added Application(s) to third parties, subject to the following terms:

      i. Licensee may allow Anonymous Users to access Licensee's Value-Added Application(s).

      ii. Licensee shall not add third parties as Named Users to Licensee's ArcGIS Online account for the purpose of allowing third parties to access Licensee's Value-Added Application(s). This restriction does not apply to third parties included within the definition of Named Users.

      iii. Licensee shall not provide a third party with access to ArcGIS Online Services enabled through Licensee's ArcGIS Online account other than through Licensee's Value-Added Application(s). This restriction does not apply to third parties included within the definition of Named Users.

      iv. Licensee is responsible for any fees accrued through the use of Licensee's ArcGIS Online account by third parties accessing Licensee's Value-Added Application(s). This includes Service Credits required to support third-party Online Services usage and any additional subscription fees for Online Services as required.

      v. Licensee is solely responsible for providing technical support for Licensee's Value-Added Application(s).

      vi. Licensee will restrict third-party use of Online Services as required by the terms of this Agreement.

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   c. For ArcGIS Online ELA, ArcGIS Online for Organizations, and paid Developer Plan accounts:

      i. Licensee is also permitted to:

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(2) Transfer Licensee's Value-Added Application(s) to a third party's ArcGIS Online account, subject to the following:

(a) Licensee may charge third parties a fee for Licensee's Value-Added Application(s).
(b) Licensee is not obligated to provide technical support for the third party's general use of its ArcGIS Online account not related to Licensee's Value-Added Application(s).
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f. For ArcGIS Online Development and Testing Plan accounts:

i. Subject to the terms of this License Agreement, Licensee is permitted to:

   (1) Allow third parties to access Licensee's Value-Added Application(s) powered by their Development and Testing Plan account, but only if the Value-Added Application(s) is published for public access and is not used for the benefit of a for-profit business or government agency.
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- Home Use Program (3)
- Other Esri Limited Use Programs (4)

Notes

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