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 Coordinator must pay for Institutions' 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" means any technical issue submitted by Institution to Distributor under Distributor's maintenance policy.
- "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 Coordinator, 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) the Click-Through Master Agreement for Product Only, 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 Coordinator and Distributor 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 Distributor 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 Distributor to the Tier 1 Help Desk when a Case cannot be resolved through Tier 1 Support.

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ARTICLE 2—GRANT OF LICENSE

Customer's use of the Education Products is subject to the Master Agreement and any additional terms herein. Coordinator 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. Coordinator may copy and Deploy the Education Products listed in Table A-1 up to the license quantities specified in Table A-2 for each Institution solely for Academic Use.
 - b. Coordinator may copy and Deploy the Education Products listed in Table A-3 up to the license quantities specified in Table A-4 for each Institution for Administrative Use.
 - c. Coordinator 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. Coordinator may Deploy Education Products to devices owned by third parties in a virtual or hosted environment provided that access is limited solely to Authorized Users 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 Distributor software maintenance policy as modified in this Section 4.1.
 - a. Tier 1 Support Provided by Coordinator
 - (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 Distributor 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) Coordinator may assign named Tier 1 Help Desk individuals up to the quantity listed in Appendix A for each Institution.

b. Tier 2 Support Provided by Distributor

- (1) Distributor shall log the calls received from Tier 1 Help Desk individuals.
- (2) Distributor 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) Distributor 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) Distributor 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, Distributor 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 Distributor's or Esri's website or, if requested, deliver them on media.

ARTICLE 5—ORDERING, DELIVERY, AND ADMINISTRATIVE PROCEDURES

5.1 Purchase Orders and Delivery

- a. Distributor does not require Coordinator to issue purchase orders and will invoice Coordinator upon the Effective Date of this Agreement, and subsequently on each contract anniversary date during the Agreement Term. Coordinator may submit purchase orders in accordance with its own process requirements. If Coordinator issues purchase orders, then Coordinator 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. Distributor 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. Coordinator may purchase additional backup media sets at the prices in effect at the time of purchase. All shipments of media will be shipped EX WORKS (INCOTERMS 2000) from Redlands, California, to Distributor. Distributor will then ship to Coordinator's shipping address as listed in Appendix B. Delivery or receipt of tangible media could cause prior and future license fees to be subject to taxes. Coordinator acknowledges that Distributor has a right to invoice for, and Institution agrees to pay, any such sales or use tax associated with receipt of tangible media.
- d. Coordinator 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, Coordinator shall provide Distributor with evidence of exemption from such charges.

- **5.2 Future Updates.** Esri and Distributor may update the list of Education Products in Appendix A by making new or updated Products available to Coordinator as Esri incorporates new or updated Products into the standard education institution program. Coordinator 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 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-5 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 the Effective Date and remain in effect for one (1) year, unless terminated earlier as described below. Thereafter, the Agreement will automatically renew for two (2) consecutive one (1) year terms upon Coordinator's payment of the Annual Fee, provided that payment is made prior to expiration of the current Term.
- **6.2 Termination.** Coordinator may terminate this Agreement at any time for its convenience. Esri or Distributor may terminate this Agreement should Coordinator reject any modifications provided by Esri or Distributor in a written amendment to this Agreement. In the event that this Agreement is terminated by either party, Coordinator 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). Coordinator shall represent in writing to Esri or Distributor 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 Institution.** Coordinator may elect to terminate for convenience the license rights of an Institution. Coordinator, Distributor, or Esri may also elect to terminate the license rights of an Institution for material breach without terminating this Agreement with Coordinator or other Institutions. The breaching Institution shall be given a period of thirty (30) days from date of written notice to cure any material breach. Upon the termination of the Institution, any licenses or Deployments provided to Institution shall also terminate. Coordinator shall reasonably cooperate with Esri and Distributor in termination of an Institution in material breach of this Agreement, including enforcement of the Agreement with respect to such Institution. There shall be no reduction in the initial fee or any Annual Fee if an Institution's rights are terminated.

ARTICLE 7—COORDINATOR'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 addresses listed in 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.

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APPENDIX A EDUCATION PRODUCTS AND DEPLOYMENT SCHEDULE

Coordinator may copy and Deploy the Education Products listed in Table A-1 up to the license quantities specified in Table A-2 for Academic Use.

Table A-1 Academic Use

ArcGIS Online

ArcGIS Online organizational account

ArcGIS Online GIS Professional Advanced User Type Licenses¹ with 100 credits per user

ArcGIS Premium Apps

ArcGIS Business Analyst Web App, ArcGIS Business Analyst Mobile App, ArcGIS Community Analyst, GeoPlanner for ArcGIS (for use with ArcGIS Online and ArcGIS Enterprise), Insights for ArcGIS in ArcGIS Online, Insights for ArcGIS in ArcGIS Enterprise, Esri Redistricting (for use with ArcGIS Online), ArcGIS Excalibur (for use with ArcGIS Enterprise), ArcGIS Urban, ArcGIS QuickCapture (for use with ArcGIS Online and ArcGIS Enterprise)

ArcGIS Enterprise

ArcGIS Enterprise Advanced, including the following extensions: ArcGIS Schematics, ArcGIS 3D Analyst, ArcGIS Spatial Analyst, ArcGIS Geostatistical Analyst, ArcGIS Network Analyst, ArcGIS Data Interoperability, ArcGIS Data Reviewer, ArcGIS Workflow Manager, ArcGIS for Maritime: Server, Esri Defense Mapping, Esri Production Mapping, Esri Roads and Highways, ArcGIS Utility Network Management, ArcGIS LocateXT

ArcGIS Image Server, ArcGIS GeoEvent Server, ArcGIS GeoAnalytics Server, ArcGIS Notebook Server Advanced

ArcGIS Enterprise—Viewer User Type Licenses and GIS Professional Advanced User Type Licenses¹

ArcGIS Desktop

ArcGIS Desktop—ArcGIS Pro Advanced, including the following extensions: 3D Analyst, Data Interoperability, Data Reviewer, Geostatistical Analyst, Network Analyst, Spatial Analyst, Workflow Manager, ArcGIS Image Analyst, ArcGIS Publisher, ArcGIS for Aviation: Airports, Defense Mapping, ArcGIS for Maritime: Charting, Production Mapping, LocateXT, ArcGIS for Maritime: Bathymetry, Roads and Highways

ArcGIS Desktop—ArcMap Advanced, including the following extensions: 3D Analyst, Data Interoperability, Data Reviewer, Geostatistical Analyst, Network Analyst, Spatial Analyst, ArcGIS Tracking Analyst, Workflow Manager, Publisher, Schematics, Aviation: Airports, ArcGIS for Aviation: Charting, Maritime: Bathymetry, Maritime: Charting, Defense Mapping, Production Mapping, Roads and Highways, LocateXT

Additional Products

ArcGIS Hub Premium

ArcGIS Monitor

ArcPad

Esri CityEngine Advanced

ArcGIS Developer Subscription—Enterprise Plan²

Notes

- 1. User Type Licenses for both ArcGIS Online and ArcGIS Enterprise include access to web and mobile apps; see www.esri.com/software/apps/ for current list, excluding premium apps
- 2. Esri Developer Summit registration not included.

Table A-2 License Quantity for Academic Use

Each Institution will receive the following Education Products and License Quantity specified below for Academic Use:

Education Products	License Quantity	
ArcGIS Online GIS Professional Advanced User Type Licenses	Unlimited	
ArcGIS Enterprise GIS Professional Advanced User Type Licenses	Unlimited	
ArcGIS web and mobile apps	Unlimited	
ArcGIS premium apps	Unlimited	
ArcGIS Desktop	Unlimited	
CityEngine	Unlimited	
ArcPad ¹	Unlimited	
ArcGIS Online organizational account ²	Up to 5	
ArcGIS Enterprise Advanced ^{3,4}	Up to 5	
ArcGIS GIS Server Advanced additional 4-core licenses	Unlimited	
ArcGIS Enterprise additional capability servers	Unlimited	
ArcGIS Hub Premium ^{1,5}	Up to 5	
ArcGIS Monitor	Up to 5	
Developer Subscription ¹	Unlimited	

Notes

- 1. Delivered upon request.
- 2. One ArcGIS Online subscription is provisioned initially. Customer may request additional subscriptions and/or additional users as needed, up to the quantity listed above.
- 3. Portal for ArcGIS authorizations are provisioned by Customer. Customer may generate Portal for ArcGIS authorizations as needed, up to the quantity listed above.
- 4. Each base deployment may be used in development, staging, and production environments.
- 5. ArcGIS Hub includes 10,000 community users and 10,000 service credits for community use.

Table A-3 Administrative Use

Institution may copy and Deploy the Education Products listed in Table A-3 up to the license quantities specified in Table A-4 for Administrative Use.

ArcGIS Online

ArcGIS Online subscription

ArcGIS Online GIS Professional Advanced User Type Licenses¹ with 500 credits per user

ArcGIS Enterprise

ArcGIS Enterprise Advanced, including the following extensions: Schematics, 3D Analyst, Spatial Analyst, Geostatistical Analyst, Network Analyst, Data Interoperability, Data Reviewer, Workflow Manager, ArcGIS for INSPIRE, Maritime: Server, Defense Mapping, Production Mapping, Roads and Highways, ArcGIS Utility Network Management, LocateXT

Image Server, GeoEvent Server, GeoAnalytics Server, Notebook Server Advanced

ArcGIS Enterprise—Viewer User Type Licenses and GIS Professional Advanced User Type Licenses¹

ArcGIS Premium Apps

ArcGIS Business Analyst Web App (for use with ArcGIS Online), ArcGIS Business Analyst Mobile App, ArcGIS Community Analyst, GeoPlanner for ArcGIS (for use with ArcGIS Online and ArcGIS Enterprise), Insights for ArcGIS in ArcGIS Online, Insights for ArcGIS in ArcGIS Enterprise, Redistricting (for use with ArcGIS Online), Excalibur (for use with ArcGIS Enterprise), QuickCapture (for use with ArcGIS Online and ArcGIS Enterprise)

ArcGIS Desktop

ArcGIS Desktop—ArcGIS Pro Advanced, including the following extensions: 3D Analyst, Data Interoperability, Data Reviewer, Geostatistical Analyst, Network Analyst, Spatial Analyst, Workflow Manager, Publisher, Image Analyst, Aviation: Airports, Maritime: Charting, ArcGIS Pipeline Referencing, Defense Mapping, Production Mapping, LocateXT, Maritime: Bathymetry, Roads & Highways

ArcGIS Desktop—ArcMap Advanced, including the following extensions: 3D Analyst, Data Interoperability, Data Reviewer, Geostatistical Analyst, Network Analyst, Spatial Analyst, Tracking Analyst, Workflow Manager, Publisher, Schematics, Aviation: Airports, Aviation: Charting, Maritime: Bathymetry, Maritime: Charting, Defense Mapping, Production Mapping, Roads and Highways, LocateXT

Additional Products

ArcGIS Hub Premium

ArcGIS Monitor

ArcPad

CityEngine Advanced

Developer Subscription—Enterprise Plan²

Notes

- 1. User Type Licenses for ArcGIS Online and ArcGIS Enterprise include access to web and mobile apps; see www.esri.com/software/apps/ for current list, excluding premium apps.
- 2. Esri Developer Summit registration not included.

Table A-4 License Quantity for Administrative Use

Each Institution will receive the following Education Products and License Quantity specified below for Administrative Use:

Education Products	Licence Quantity	
Education Products	License Quantity	
ArcGIS Online GIS Professional Advanced User Type Licenses	10	
ArcGIS Enterprise Viewer User Type Licenses	Determined by customer	
ArcGIS Enterprise GIS Professional Advanced User Type Licenses	10	
ArcGIS web and mobile apps	10	
ArcGIS premium apps	10	
ArcGIS Desktop	10	
CityEngine	10	
ArcPad ¹	10	
ArcGIS Online organizational account ²	1	
ArcGIS Enterprise Advanced ^{3,4}	1	
ArcGIS GIS Server Advanced additional 4-core licenses	1	
ArcGIS Enterprise additional capability servers	1	
ArcGIS Hub Premium ^{1,5}	1	
ArcGIS Monitor ⁶	1	
ArcGIS Developer Subscription ¹	1	

Notes

- 1. Delivered upon request.
- 2. One ArcGIS Online subscription is provisioned initially. Customer may request additional subscriptions and/or additional users as needed, up to the quantity listed above.
- 3. Portal for ArcGIS authorizations are provisioned by Customer. Customer may generate Portal for ArcGIS authorizations as needed, up to the quantity listed above.
- 4. Each base deployment may be used in development, staging, and production environments.
- 5. ArcGIS Hub includes 10,000 community users and 10,000 service credits for community use.
- 6. Licensed to monitor up to 40 ArcGIS Server cores for Small Education Institution Agreement, 80 cores for Medium Education Institution Agreement, or 160 cores for Large Education Institution Agreement.

Esri may change the product lists in Table A-1 and Table A-3 if Esri makes changes to the Esri offering(s) incorporated into the standard education institution program or if Esri's licensors change their redistribution terms or conditions.

Table A-5 Additional Benefits

Each Institution will receive the following additional benefits:

Benefit	Quantity
Authorized Technical Support contact	4 per Institution
Complimentary Esri User Conference and Education Summit @ Esri UC registration	2 per Institution
Access to e-Learning	Unlimited

APPENDIX B POINTS OF CONTACT

Coordinator may change its points of contact upon written notice to Distributor.

1.	Primary Contact:			
	Name: Address:			
	Email: Phone:			
2.	All deliverables to Coordinator will be shipped to the address listed below:			
	Institution: Name: Address:			
	Email: Phone:			
3. All notices to Coordinator will be mailed to the address		to Coordinator will be mailed to the address listed below:		
	Institution: Name: Address:			
	Email: Phone:			
4.	All notices	to Distributor will be mailed to the address listed below:		
	Name: Address:			
	Email: Phone:			
5.	All notices to Esri will be mailed to the address listed below:			
	Name: Address:	Contracts and Legal Department 380 New York Street Redlands, CA 92373-8100 USA		

Email:

Phone:

LegalNotices@esri.com

909-793-2853

APPENDIX C PARTICIPATING INSTITUTIONS

- 1. University of Helsinki
- 2. Aalto University
- 3. University of Oulu
- 4. University of Eastern Finland
- 5. University of Turku
- 6. University of Jyväskylä
- 7. Åbo Akademi
- 8. Tampere University Foundation
- 9. Häme University of Applied Sciences (HAMK)
- 10. Karelia University of Applied Sciences
- 11. Lapland University of Applied Sciences
- 12. South-Eastern Finland University of Applied Sciences
- 13. Laurea University of Applied Sciences
- 14. Novia University of Applied Sciences