

Idaho State University Site License Agreement

ESRI® Site License Agreement Acknowledgment Form

In order to ensure that installed software and related products are managed within the spirit of the site license agreement, we must delegate local responsibility for applicable sections of the agreement. The University Site License Administrator requires that this information be read and acknowledged by the University User.

Scope of License, Limitations and University's Responsibilities sections of the Site License Agreement.

ARTICLE 1—DEFINITIONS

“UNIVERSITY USER” is defined as any faculty/staff member employed by Idaho State University.

“Commercial Use” is defined as use of the Software, Data, or Related Materials for profit, income, or revenue generating purposes that compete with private industry including, but not limited to, consulting by University faculty and staff and bidding on requests for proposals.

“Data” is defined as information which has been provided by ESRI and its third party licensors and formatted as a computer database and licensed for use with ESRI Software as specified in Article 4.1, Scope of License, Permitted Uses section.

“Related Materials” is defined as all of the printed materials delivered inclusive of online or hard-copy documentation, installation instructions, training materials, the confidential user support activation code, media, and hardware key as applicable, as supplied by ESRI for use with the ESRI Software.

“Software” is defined as the computer programs incorporated by reference or delivered hereunder on the media together with permitted backup copies, and any updates subsequently supplied by ESRI.

ARTICLE 2—RESERVATION OF OWNERSHIP RIGHTS/COPYRIGHT

2.1 Reservation of Ownership Rights

ESRI and its third party licensor(s) retain exclusive ownership, right, title, and interest in any copies of Programs licensed under this Agreement and hereby grants to the University User a personal, nonexclusive, nontransferable license to use the Programs pursuant to the terms and conditions of this Agreement. The University is purchasing a license to use the Programs under the terms of this Agreement. All rights not specifically granted in this Agreement are reserved to ESRI.

2.2 Copyright

The Programs are owned by ESRI and its third party licensor(s) respectively, and are protected by United States copyright laws and applicable international treaties and/or conventions. Any requirements for additional printed copies of the Related Materials must be purchased from ESRI.

ARTICLE 3-TERM AND TERMINATION

3.2 Termination

This Agreement and any license granted hereunder may be terminated by the University or ESRI if users fail to comply with any of the terms and conditions herein. The license granted with regard to each licensed Program shall remain in force until the University User discontinues the use of that licensed Program on the designated equipment, fails to pay the annual fee, or fails to comply with any of the terms and conditions of this Agreement.

ARTICLE 4—GRANT OF LICENSE RIGHTS

4.1.1

The University User agrees not to allow anyone other than registered students and the faculty and administrative staff members of its institution to use the Programs. The University User understands and expressly agrees that the Programs provided under this Agreement are to be used only for instructional, research, and administrative purposes, as well as managing University physical plant facilities, by staff, faculty, and students. Use of the licensed Programs for profit-making purposes that compete with private industry including, but not limited to, consulting by University faculty and staff and bidding on requests for proposals, is an express violation of the terms expressed herein entitling ESRI to all remedies available in equity or law, as well as payment in full for standard fees.

4.1.2

The University User agrees to use its best efforts to protect from loss and theft all Programs. The University User agrees to report all losses in writing to the University's primary contact Keith T. Weber within five (5) working days after discovering that components are missing. Recurring loss or theft of Programs shall constitute a breach of this Agreement and ESRI may, at its discretion, terminate this Agreement and exclude the University from further participation in University Site License program without refund of any fees.

Permitted uses:

- University User may use the Programs as a map/data server engine in an Internet and/or Intranet distributed computing network or environment.
- University User may maintain backup copies provided the University keeps possession of each backup in a locked cabinet with restricted access. In addition, all the information appearing in or on the original Software or Data labels, including the copyright notice, must be included in the backup copies and on the labels.

- University User may use, copy, alter, modify, merge, reproduce, or/or copy derivative works of the online documentation for the University User's own internal use. The portions of the online documentation merged with other software, hard copy, and/or digital materials shall continue to be subject to the terms and conditions of this Agreement and University User shall provide the following copyright attribution notice acknowledging ESRI's proprietary rights in the documentation: "Portions of this document include intellectual property of ESRI and are used herein by permission. Copyright © 199_ Environmental System Research Institute, Inc. All Rights Reserved".
- University User may use the Sample Data contained on the Data and Maps CD that are provided under license from ESRI or its third party licensor(s) as described in the Distribution Rights section of the online Data Help files.
- University User may modify the Data contained in the University Data Package and merge other data sets with the Data for University User own internal use. The portions of the Data merged with other data sets will continue to be subject to the terms and conditions of this Agreement.
- University User may use, copy, reproduce, and/or redistribute the Data contained in the University Data Package or any derived portion(s) of the Data in published hard-copy and/or in static electronic format (e.g., *.gif, *.jpg) provided the University User affixes a legend statement acknowledging ESRI as the source of the portion(s) of the Data displayed, printed, or plotted.

4.2 Limitations

This Annual Agreement authorizes University site Administrator to copy and use the licensed Programs located at the site in machine-readable form only.

University User will not:

- Enable Graphic Interface Format (GIF) file generation capabilities in the Internet Map Server extensions for Internet or distribution purposes without obtaining a license from Unisys, since the GIF format utilizes the LZW compression technology patented by Unisys Corporation.
- Distribute the Data contained on the Data and Maps CD except as stated in the Distribution Rights section of the online Data Help files.
- Except as permitted above, make additional copies of the Software or Related Materials.
- Sell, rent, lease, loan, sublicense, lend or transfer, in whole or in part, or provide to unlicensed third parties the Software. Data. Related Materials, any updates, or the University User rights under this Agreement.
- Alter. Decompile, disassemble, or reverse engineer the Software, or make any attempt to unlock or bypass the hardware key or the License Manager software used, or allow any such activity.
- Remove or obscure any copyright or trademark notices.
- Use the Software for commercial time-sharing.

- Use the Programs to teach ESRI developed courses unless authorized to do so in writing by ESRI.
- In regard to the Data contained in the University Data Package, the University User shall not reverse engineer, decompile or disassemble the ESRI-compatible data format(s) in an attempt to duplicate the proprietary and copyright-protected ESRI data model(s) and/or export format(s).

4.3 MapObjects Licensing

MapObjects software is a set of software development tools that are used to develop application software. This license allows the use of MapObjects for on-campus use only. Applications created with MapObjects may be deployed for noncommercial and educational purposes on the University campus only, unless the University separately licenses with ESRI for deployment outside of the University campus. The University may not deploy or allow to be deployed the "MO I 011C" or "WEBLINK.LIC" file in any way whatsoever.

ARC/INFO PC ARC/INFO. ArcCAD, MapObjects. and ArcView are registered trademarks of Environmental Systems Research Institute, Inc. ARC NETWORK ARC TIN, ARC COGO. ARC GRID, ArcScan, ArcPress ArcStorm. 3D Analyst ArcAtlas BusinessMap Atlas GIS, ArcUSA ArcWorld. and ArcScene are trademarks of Environmental Systems Research Institute, Inc.

4.4 Internet Map Server License

The University User may use the Internet Map Server License to provide World Wide Web access using ESRI's MapObjects and MapObjects Internet Map Server extension or ArcView GIS and ArcView Internet Map Server extension for purposes other than Commercial Use. In the event University User requires GIF file generation capabilities in ArcView Internet Map Server extension or MapObjects Internet Map Server extension, a separate license from Unisys must be obtained prior to use by University User.

ARTICLE 6-SOFTWARE SUPPORT

6.1 Support Services

All ESRI software and support issues that University Users face will need to be resolved by using the two GIS specialists as seen below. Only these two GIS specialists are allowed at this point to receive direct technical support from ESRI.

- | | |
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| 1) Keith T. Weber
GIS Director
Campus Box 8130
Telephone: 208-236-2757
Fax No: 208-236-4529 | 2) Chuck Peterson
Assoc Prof, Ecol & Phys/Curator of Herpetology
Campus Box 8007
Telephone: 208-236-3922
Fax No: 208-236-4570 |
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ARTICLE 7-STATEMENT OF PROPRIETARY INTEREST

University User agrees that all Data and Software licensed by way of this Agreement and all ESRI documentation are proprietary to ESRI or its licensors and are and shall remain at all times the property of ESRI or its licensors. University User shall be responsible to ensure that its employees, faculty, and registered students do not disclose any proprietary information or material to any unauthorized individual, institution, company, or government agency or in any way transfer this Software, Data, or any hybrids of the same without written permission of authorized ESRI personnel- The restrictions shall apply to Data sets, Software, file structures, documentation, algorithms, related Software concepts, Software program corrections, and updates. University User agrees that copies of all licensed Software and Data received from ESRI or made by University User for any purpose authorized by this Agreement are and shall remain at all times the property of ESRI University User agrees that its obligations of confidentiality described heretofore in this article are binding in perpetuity and as such survive the term of this Agreement.

ARTICLE 13-EXPORT

University User acknowledges that this Agreement and the performance thereof are subject to compliance with any and all applicable United States laws, regulations, or orders relating to the export of computer software or know-how relating thereto. The Software and Related Materials have been determined to be Technical Data under United States export laws. University User agrees to comply with all laws, regulations, and orders of the United States in regard to any export of such Technical Data. University User agrees not to disclose or reexport any Technical Data received under this Agreement in or to any countries for which the United States government requires an export license or other supporting documentation at the time of export or transfer, unless the University User has obtained prior written authorization from ESRI and the U.S. Office of Export Control. The countries restricted at the time of this Agreement are Cuba, Iran, Iraq, Libya, North Korea, and Sudan.

Any violation of this agreement will lead to appropriate action by the University to the person(s) responsible for the violation.

I have read the above Scope of License, Limitations, and University's Responsibilities sections of the Site License Agreement, and as a faculty or staff member of Idaho State University will uphold those sections to the best of my ability. I understand that my failure to uphold these sections may result in disciplinary action.

Signature: _____ Date: _____

Printed Name and Title: _____

Site license agreement must be signed every department/group using ESRI software. Please return the form to Keith T. Weber, campus box 8130.