

Nonprofit Research Institute Enterprise Agreement

Agreement No. _____

This Nonprofit Research Institute Enterprise Agreement including the documents listed below (collectively, "Agreement") is between the institute named below ("**Institute**") ; **Environmental Systems Research Institute, Inc. ("Esri")** ; and the distributor named below ("**Distributor**".) Esri, Institut e, and Distributor may be referred to in this Agreement individually by their own respective names or as "Party" and collectively as "Parties." This Agreement is effective 1.1.2025 or, if no date is specified, this Agreement is effective as of the date of the last signature below when signed by Parties ("Effective Date"). This Agreement provides for the licensing and deployment of certain Products and the delivery of maintenance subject to payment of an Annual Fee and the terms of this Agreement as specified herein.

This Agreement is only available to research institutes that are not for profit and whose primary mission is conducting scientific research. Institute shall solely use the Products for research activities that are noncommercial in nature and for the operation of Institute. Institute hereby represents that Institute meets the qualifications listed in this paragraph and agrees to comply with the terms and conditions of this Agreement.

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

- This signature page
- Nonprofit Research Institute Enterprise Agreement, including
 - Appendix A, Deliverables and Deployment Schedule
 - Appendix B, Institute Contact Information
- Master Agreement, as defined below

This Agreement may be executed in duplicate by the Parties. An executed Agreement, modification, amendment, or separate signature page constitutes a duplicate if it is transmitted through electronic means, such as fax or email, and reflects the signing of the document by any Party. Duplicates are valid and binding even if an original paper document bearing each Party's original signature is not delivered. This Agreement may also be executed in counterparts, all of which, taken together, will 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:

Výzkumný ústav Silva Taroucy pro krajinu a okrasné zahradnictví, v.v.i.

(Institute)

By: **Ing. Libor Hort**

il ..

Authorized Signature

Printed Name Ing. Libor Hort _ _ _ _ _

Title : Director

Date: _ _ _ _ _

ARCDATA PRAHA, s.r.o.

(Distributor)

By : _ _ _ _ _

Authorized Signatura

Printed Name: Ing. Petr Seidl, CSc.

Title : Managing director

Date: _ _ _ _ _

ENVIRONMENTAL SYSTEMS
RESEARCH INSTITUTE, INC.
(Esri)

By:

Authorized Signature

Printed Name: _ _ _ _ _

Title: _ _ _ _ _

Date : _ _ _ _ _

Address

Institute: Výzkumný ústav Silva Taroucy pro krajinu a okrasné zahradnictví, v.v.i.

Address: Květnové náměstí 391

City, State, ZIP: Průhonice 252 43

česká republika

Telephone: +420 296 528 111

Fax: _ _ _ _ _

Email: vukoz@vukoz.cz

NONPROFIT RESEARCH INSTITUTE ENTERPRISE AGREEMENT TERMS AND CONDITIONS

ARTICLE 1-DEFINITIONS

Ali definitions in this Agreement have the same meaning as the definitions in the Master Agreement. In addition, the following definitions are added to the Agreement:

- "Administrative Use" means use of the Deliverables for operation of Institute. This includes, but is not limited to, tasks such as property and facilities management, safety and security, and demographic analysis.
- "Annual Fee" means the yearly, nonrefundable fee Institute must pay Distributor for rights to use the Products that are included in the Agreement and to receive upgrades and technical support.
- "Authorized User" means any Institute employee, research student engaged in one of Institute's Projects, or consultant of Institute who uses the Deliverables exclusively for the benefit of Institute in accordance with the terms of the Agreement.
- "Cases" means any technical issue submitted by Institute to Distributor under Distributor's maintenance policy.
- "Customer" means Institute and Authorized Users.
- "Deliverables" means the commercially available versions of Products identified in Appendix A, Deliverables and Deployment Schedule.
- "Deploy," "Deployment," or "Deployed" means to redistribute or provide access to the Deliverables by Institute for use by Customer. Deploy, Deployment, or Deployed may also include assigning a Named User identity to Customer.
- "Institute Projects" means any noncommercial, not-for-profit research activity conducted by Institute for its government or commercial sponsors.
- "Master Agreement" means the applicable master agreement for Esri Products incorporated by this reference that is (i) found at <https://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 Institute to be the central point of contact between Institute and Distributor and whose duties include, but are not limited to, managing, ordering, and Deploying Deliverables to Authorized Users; obtaining Authorization Codes; identifying Tier 1 Help Desk individuals; and assisting Authorized Users as required.
- "Research Use" means use of Deliverables for noncommercial research purposes in support of Institute Projects.
- "Rolled-In Products" means the Products that Institute acquired for use prior to entering into this Agreement and are included in the Agreement.
- "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 Institute'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.

ARTICLE 2-GRANT OF LICENSE

Institute's use of the Deliverables is subject to the Master Agreement and any additional terms set forth in this Agreement. Institute shall remain primarily responsible to Esri for compliance with the terms and conditions of this Agreement by Authorized Users. Use of the Deliverables 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 Permitted Uses. The following additional Permitted Uses are hereby granted:

- a. Institute may copy and Deploy the Deliverables listed in Table A-1 up to the license quantities specified in Table A-2 solely for Research Use.
- b. Institute may copy and Deploy the Deliverables listed in Table A-3 up to the license quantities specified in Table A-4 solely for Administrative Use.
- c. Institute may permit Authorized Users to use the Deliverables on a personally owned device in any geographic location where it is not prohibited by the then-current applicable US government export and trade sanction laws and regulations (currently the following: Iran, Syria, North Korea, Cuba, Crimea region of Ukraine, the Donetsk People's Republic [DNR] and the Luhansk People's Republic [LNR])), solely for Research Use in accordance with the terms of this Agreement.
- d. Institute may demonstrate the functionality of the Deliverables to its government and commercial sponsors.

3.2 Additional Use Restrictions. The following additional use restrictions apply to the Deliverables:

- a. Institute shall not allow Authorized Users to use the Deliverables for any commercial or profit-generating activities.
- b. Institute shall not use or permit Authorized Users to use the Deliverables in violation of the Export Compliance provision of the Master Agreement, which includes authorizing use, access, or transfer to denied parties, entities, or individuals on any US government sanctioned lists.
- c. Institute shall not Deploy the Deliverables to its government, commercial sponsors, or prime contractor.
- d. Except where permitted herein, Customer shall not transfer, redistribute, or assign Deliverables 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 Deliverable is installed on a computer owned by a third party.

ARTICLE 4-MAINTENANCE

4.1 Maintenance. Maintenance is included in the Annual Fee. Deliverables will receive maintenance provided that standard maintenance is available for each item. Maintenance includes benefits specified in the then-current Distributor Technical Support policy as modified in this Section 4.1.

a. Tier 1 Support Provided to Institute

- (1) The Tier 1 Help Desk will provide Tier 1 Support to Customer.
- (2) The Tier 1 Help Desk will use analysts fully trained in the Deliverables 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 Institute. 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 Institute.
- (6) Institute may assign named Tier 1 Help Desk individuals up to the quantity listed in Appendix A. These individuals will be the only individuals (callers) authorized to contact Distributor directly for Tier 2 Support.

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 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 Gase submitted by Tier 1 Help Desk by assisting Tier 1 Help Desk individuals and not Institute.
- (5) When a Gase is resolved, Distributor shall communicate the information to Tier 1 Help Desk individuals.
- (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 ADMINISTRA TIVE PROCEDURES

5.1 Purchase Orders and Delivery

- a. Distributor does not require Institute to issue purchase orders and will invoice Institute upon the Effective Date of this Agreement and subsequently on each contract anniversary date during the Agreement term. Institute may submit purchase orders in accordance with its own process requirements. If Institute issues purchase orders, then Institute 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 Institute to download, operate, or provide access to Deliverables. Delivery of updates/new versions of Deliverables will be made in the same manner.
- c. Institute 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 Institute'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. Institute acknowledges that Distributor has a right to invoice for, and Institute agrees to pay, any such sales or use tax associated with receipt of tangible media.
- d. Institute 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 Deliverables under this Agreement. However, if Institute is exempt from such taxes, duties, fees, withholding, or other charges, Institute shall provide Distributor with evidence of exemption from such charges.

5.2 Future Updates. Esri and Distributor may update the list of Deliverables in Appendix A by making new or updated Products available to Institute as Esri incorporates new or updated Products into the standard research institute program. Institute acknowledgment is not required to activate the modifications. Authorized Users' use of new or updated Deliverables is subject to the Master Agreement and the terms and conditions herein. Esri reserves the right to modify or remove Deliverables upon reasonable written notice to Primary Contact if they become obsolete, or no longer commercially offered, or 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 the Research Institute Enterprise Agreement Terms and Conditions will be provided by written amendment to this Agreement.

5.3 Esri User Conference. Institute will receive registrations to the Esri User Conference in the quantities listed in Appendix A. Third parties may not represent Institute at the Esri User Conference.

ARTICLE 6-TERM AND TERMINATION

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

Term. Institute's payment of the Annual Fee constitutes acceptance of any new terms and conditions applicable to the Deliverables.

6.2 Termination. Institute may terminate this Agreement at any time for its convenience. In the event this Agreement is terminated by either party, Institute will not be entitled to a refund of the entire or partial amount of the Annual Fee paid. Either party may terminate this Agreement for a material breach by the other party. The breaching party will be given a period of thirty (30) 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 will also terminate. Institute 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 Deliverables (except upon prior written approval by Esri, such approval not to be unreasonably withheld, Institute may retain a copy for archive purposes only). Institute shall represent in writing to Esri or Distributor that all copies have been destroyed. Institute 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 Institute's material breach.

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 Tier 1 Help Desk individuals as specified herein.
- c. Where appropriate, encourage the use of geographic information system (GIS) technology among Authorized Users.
- d. Make best efforts to maintain a high level of expertise in the use of the Deliverables among Authorized Users by offering courses, encouraging attendance at the annual 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 Deliverables 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 Deliverables from their personal computers upon leaving Institute.
- g. Maintain the terms of this Agreement, including pricing, in confidence.

ARTICLE 8-LEGAL NOTICES

Except as provided in Section 5.2, any notice, report, demand, or other communication will 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 will be effective seven (7) days from the date of deposit with the courier service or post office. If sent by electronic transmission, notice will be effective upon receipt, provided that confirmation is given as specified herein. Notices will be given at the following addresses:

- To: Esri

To: Institute (see Appendix B)
- 380 New York Street
- Redlands, CA 92373-8100
- Attn.: Manager, Contracts, and Legal Services
- To: Distributor (see Appendix 8)

APPENDIX A DELIVERABLES AND DEPLOYMENT SCHEDULE

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

**Table A-1
Research Use**

ArcGIS Online with Professional Plus user type¹ (100 credits per user)	
Additional Products licensed for Research Use <ul style="list-style-type: none"> • For use with ArcGIS Online <ul style="list-style-type: none"> o ArcGIS Business Analyst Advanced web and mobile app o ArcGIS Community Analyst o ArcGIS Drone2Map Standard o ArcGIS Hub Premium o ArcGIS Insights o ArcGIS Location Sharing user type extension o ArcGIS Notebooks in Online o ArcGIS Urban o Esri Redistricting • For use with ArcGIS Pro <ul style="list-style-type: none"> o ArcGIS Aviation Airports o ArcGIS Aviation Charting o ArcGIS Bathymetry o ArcGIS Defense Mapping o ArcGIS Location Referencing o ArcGIS Maritime o ArcGIS Pipeline Reference o ArcGIS Production Mapping o ArcGIS Roads and Highways o ArcGIS Schematics o ArcGIS Workflow Manager o ArcGIS Data Interoperability o ArcGIS Schematics • For use with ArcGIS Enterprise <ul style="list-style-type: none"> o ArcGIS Drone2Map Standard o ArcGIS Insights o ArcGIS Monitor 	
ArcGIS Enterprise <ul style="list-style-type: none"> • ArcGIS Enterprise Advanced <ul style="list-style-type: none"> o ArcGIS Enterprise Viewer user type licenses² o ArcGIS Enterprise Professional Plus user type² • ArcGIS Enterprise Extensions <ul style="list-style-type: none"> o ArcGIS for INSPIRE o Data Interoperability o Data Reviewer o LocateXT • ArcGIS Enterprise Additional Capability Servers <ul style="list-style-type: none"> o Image Server o GeoEvent Server o GeoAnalytics Server o ArcGIS Notebook Server Advanced o ArcGIS Knowledge o ArcGIS Video Server 	

Additional Products

- [ArcGIS AllSource](#)
-

Notes:

1. See the most recent [ArcGIS Online Productization Plan](#) for details regarding Apps included with each User Type License and details of user type transition plan.
2. See the most recent [ArcGIS Enterprise Productization Plan](#) for details regarding Apps included with each User Type License.

Table A-2
License Quantity for Research Use

	License Quantity	
	Small Research Institute	Research Institute
ArcGIS Online Professional Plus User Type Licenses with 100 credits per user	50	500
ArcGIS Enterprise Viewer User Type Licenses	Determined by customer	Determined by customer
ArcGIS Enterprise Professional Plus User Type Licenses	50	500
Additional Apps	50	500
ArcGIS Pro Extensions for use with Professional Plus user type license in ArcGIS Online or ArcGIS Enterprise	50	500
ArcGIS Online Subscription	1	1
ArcGIS Enterprise Advanced ¹	1	1
ArcGIS GIS Server Advanced additional 4-core licenses	0	10
ArcGIS Enterprise Additional Capability Servers	0	10
ArcGIS Hub Premium ^{2,3}	1	1
ArcGIS Monitor	1	1

Notes

1. Each base deployment may be used in development, staging and production environments.
2. Delivered upon request
3. ArcGIS Hub includes 10,000 Community Users and 10,000 Service Credits for community use.

**Table A-3
Administrative Use**

Institute 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 with Professional Plus user type¹ (100 credits per user)
<p>Additional Products licensed for Administrative use</p> <ul style="list-style-type: none"> • For use with ArcGIS Online <ul style="list-style-type: none"> o ArcGIS Business Analyst Advanced web and mobile app o ArcGIS Community Analyst o ArcGIS Drone2Map Standard o ArcGIS Hub Premium o ArcGIS Insights o ArcGIS Location Sharing user type extension o ArcGIS Notebooks in Online o ArcGIS Urban o Esri Redistricting • For use with ArcGIS Pro <ul style="list-style-type: none"> o ArcGIS Aviation Airports o ArcGIS Aviation Charting o ArcGIS Bathymetry o ArcGIS Defense Mapping o ArcGIS Location Referencing o ArcGIS Maritime o ArcGIS Pipeline Reference o ArcGIS Production Mapping o ArcGIS Roads and Highways o ArcGIS Schematics o ArcGIS Workflow Manager o ArcGIS Data Interoperability o ArcGIS Schematics • For use with ArcGIS Enterprise <ul style="list-style-type: none"> o ArcGIS Drone2Map Standard o ArcGIS Insights o ArcGIS Monitor
<p>ArcGIS Enterprise</p> <ul style="list-style-type: none"> • ArcGIS Enterprise Advanced <ul style="list-style-type: none"> o ArcGIS Enterprise Viewer user type licenses² o ArcGIS Enterprise Professional Plus user type² • ArcGIS Enterprise Extensions <ul style="list-style-type: none"> o ArcGIS for INSPIRE o Data Interoperability o Data Reviewer o LocateXT • ArcGIS Enterprise Additional Capability Servers <ul style="list-style-type: none"> o Image Server o GeoEvent Server o GeoAnalytics Server o ArcGIS Notebook Server Advanced o ArcGIS Knowledge o ArcGIS Video Server
<p>Additional Products</p> <ul style="list-style-type: none"> • ArcGIS AllSource

Notes

1. See the most recent [ArcGIS Online Productization Plan](#) for details regarding Apps included with each user type license and details of user type transition plan.
2. See the most recent [ArcGIS Enterprise Productization Plan](#) for details regarding Apps included with each user type license.

Table A-4
License Quantity for Administrative Use

	License Quantity	
	Small Research Institute	Research Institute
ArcGIS Online Viewer User Type Licenses	10	10
ArcGIS Online Professional Plus User Type License	10	10
ArcGIS Enterprise Viewer User Type Licenses	Determined by customer	Determined by customer
ArcGIS Enterprise Professional Plus User Type Licenses	10	10
ArcGIS Additional Apps	10	10
ArcGIS Pro Extensions for use with Professional Plus user type license in ArcGIS Online and in ArcGIS Enterprise	10	10
ArcGIS Online Organization	1	1
ArcGIS Enterprise Advanced ¹	1	1
ArcGIS GIS Server Advanced additional 4-core licenses	1	1
ArcGIS Enterprise Additional Capability Servers	1	1
ArcGIS Hub Premium ^{2 3}	1	1
ArcGIS Monitor	1	1

Notes

1. Each base deployment may be used in development, staging and production environments.
2. Delivered upon request
3. ArcGIS Hub includes 10,000 Community Users and 10,000 Service Credits for community use.

Esri may change the product lists in Table A-1 and Table A-3 if Esri makes changes to the Esri offerings incorporated into the standard research institute program or if Esri's licensors change their redistribution terms or conditions.

Table A-5
Additional Benefits

	Small Research Institute	Research Institute
Tier 1 Help Desk individuals (Technical Support contacts)	1	3
Complimentary Esri User Conference and Education Summit @ Esri UC registrations	1	3

APPENDIX B
INSTITUTE CONTACT INFORMATION

Institute Contact Information

Name: Výzkumný ústav Silva Taroucy pro krajinu a okrasné zahradnictví, v.v.i.

Telephone: +420 296 528 111

FaxNo.: _____

Email: vukoz@vukoz.cz

Address: Květnové náměstí 391

Průhonice 252 43

Czech Republic

Primary Contact

Name: xxxxxxxxxx

Department: Údbor prostorové ekologie

Telephone: +xxxxxxxx

Fax No.: _____

Email: xxxxxxxxxxxxxx

Address: Květnové náměstí 391

Průhonice 252 43

Czech Republic

Legal Notices to Institute

Name: xxxxxxxxxxxx

Telephone: xx xx xx xxx xx x

Fax No.: _____

Email: xxxxxxxxxxxxxx

Address: Květnové náměstí 391

Průhonice 252 43

Czech Republic

Legal Notices to Distributor

Name: xxxxxxxxxxxxxx

Telephone: +420224190511

FaxNo.: _____

Email: office@a:cdata.cz

Address:

Hybernska 4

110 00 Praha 1,

Czech Republic

Client's Contract Administrator

Name: xxxxxxxxxx ARCDATA PRAHA, s.r.o.

Telephone: +420224190529

Fax No.: _____

Address: _____

Hybernska 4

110 00 Praha 1,

Czech Republic

