



# 315913



EDUCATION  
SITE LICENSE AGREEMENT

Distributor/Esri Use Only:  
Cust. Name SHARONIA UNIVERSITY  
Cust. # 325576  
PO # 02575PP050

Esri, 380 New York St., Redlands, CA 92373-8100 USA • TEL 909-793-2853 • FAX 909-793-5953

Agreement No. MSL 325576

This Education Site License Agreement including the documents listed below (collectively, "Agreement") is between the licensee printed below ("Licensee"); Environmental Systems Research Institute, Inc. ("Esri"), as licensor of the Products licensed under this Agreement; and the distributor listed below ("Distributor"). Distributor is authorized by Esri to provide access to Online Services; distribute updates; and provide technical support for the Software, Data, and Documentation to Licensee. This Agreement grants Licensee the right to use certain Products and to obtain maintenance to be used only for academic and administrative purposes subject to payment of an Annual Fee and the terms of this Agreement as specified herein. This Agreement is effective as of the last signature date written below.

This Agreement is only available to a K-12 school district, public library district, museum, community/technical/vocational college, college/university campus, or university system. Each entity must have its own Agreement. Licensee hereby represents that Licensee qualifies as one type of entity 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:

1. This signature page
2. Education Site License Terms and Conditions, including
  - Appendix A, Educational Programs
  - Appendix B, Licensee Contact Information
3. License Agreement as defined in this Agreement

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, G604, (2) Exhibit 1, Scope of Use, E300; and (3) General License Terms and Conditions, E204.

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:

Jihočeská v Českých Budějovicích, Rektorát

(Licensee)

By:

Authorized Signature

Printed Name: doc. Tomáš MACHULA, Ph.D., Th.D.

Title: rektor

Date: 27-10-2017

JIHOČESKÁ UNIVERZITA  
V ČESKÝCH BUDĚJOVICÍCH  
REKTORÁT  
Braníšovská 31a  
370 05 České Budějovice

ARCDATA PRAHA, s.r.o.

(Distributor)

By:

Authorized Signature

Printed Name: PETR PEIDL

Title: GENERAL MANAGER

Date: 30/30/2017

ENVIRONMENTAL SYSTEMS  
RESEARCH INSTITUTE, INC.  
(Esri)

By:

Authorized Signature

Printed Name: JONATHAN ROSS

Title: Customer Service Manager

Date: OCT 31 2017

Site Address

Licensee: Jihočeská univerzita v Českých Budějovicích, Rektorát

Address: Braníšovská 1645/31a

City, State, Postal Code: 37005

České Budějovice, Česká republika

Telephone: +

Fax:

E-mail:

## EDUCATION SITE LICENSE TERMS AND CONDITIONS

### ARTICLE 1—DEFINITIONS

**Definitions.** All definitions in this G604 shall have the same meaning as the definitions in the License Agreement. In addition, the following definitions are added to the 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 Licensee must pay Distributor for the Site License for the right to use the Educational Programs 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.
- "Authorized Users" means registered students, teaching staff, and staff members of Licensee; public library patrons; and museum visitors.
- "Deploy" means to redistribute or provide access to the Educational Programs by Licensee for use by Authorized Users on Licensee's computers or student computers as expressly authorized under this Agreement. Other forms of the term *Deploy*, such as *Deployed* or *Deployment*, may also be used to describe this process.
- "GIS Specialist" means the teaching staff/staff member of Licensee (or his/her designee) listed in Appendix B who is technically oriented, familiar with GIS technology, and authorized to contact Distributor's technical support directly to support Authorized Users.
- "K-12" means the primary and secondary grade school levels between kindergarten and twelfth grade, as commonly used in the United States of America. Higher educational institutions are excluded from this definition.
- "License Agreement" means the applicable license agreement incorporated by this reference that is (i) found at <http://www.esri.com/legal/software-license>; composed of the General License Terms and Conditions (E204) and Exhibit 1, Scope of Use (E300); and available in the installation process requiring acceptance by electronic acknowledgment or (ii) a signed license agreement between Esri, Distributor (if applicable), and Licensee that supersedes such electronically acknowledged license agreement.
- "Primary Contact" means the staff member designated by Licensee to be the central point of contact between Licensee and Distributor 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; and assisting Authorized Users as required.
- "Educational Programs" means any and all copies of the Products listed in Appendix A.
- "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.
- "Site" means the Licensee's campuses or locations that are located within the same country where this Education Site License was acquired.
- "Site License" means a grant of rights and restrictions for use of certain Products during the term of the Agreement at specific locations.

### 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. Licensee 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. Licensee may copy and Deploy the Educational Programs up to the quantity of licenses granted in Table A-1 of Appendix A solely for teaching, research, and Administrative Use.

- b. Licensee may copy and Deploy the Programs up to the quantity of licenses granted in Table A-2 solely for teaching and research.
- c. Licensee may Deploy Educational Programs in virtualized computing environments.
- d. Licensee may permit teaching and research staff, coterminous with this Agreement and with each individual's tenure at the Site, to remove a copy of the Educational Programs from the Site and install and use it on the individual's personal computer only for academic-related purposes (as described in Section 3.1.a above) in accordance with Section 3.2 below.
- e. Provided Licensee qualifies as a community college, technical institute, vocational school (postsecondary), college, or university, Licensee may permit registered students 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.

**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. Licensee shall not allow Authorized Users to use the Educational Programs listed in Table A-1 of Appendix A for any nonacademic, nonadministrative, or commercial or profit-generating activities.
- b. Licensee shall not allow Authorized Users to use the Educational Programs listed in Table A-2 of Appendix A for any nonacademic, Administrative Use, 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.d and 3.1.e, 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 country in which Licensee acquired the Educational Programs without the prior written permission of Esri and Distributor.

**3.3 Loss or Theft of Educational Programs.** Licensee agrees to use its best efforts to protect all Educational Programs from loss and theft. Licensee agrees to report all losses in writing to Distributor within five (5) working days after discovering that any components are missing. Licensee 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 or Distributor may, at its discretion, terminate this Agreement and exclude Licensee 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 these parties 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 Distributor technical support policy as modified in this Section 4.1, provided Licensee remains current on its payment of the Annual Fee. Licensee's GIS Specialist(s) will be the only individual(s) authorized to contact Distributor for technical support.

**4.2 Upgrades.** During the general commercial release of the Software, Distributor, at its sole discretion, will deliver to Licensee 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.** Licensee shall issue a purchase order to Distributor for the initial Annual Fee upon execution of this Agreement. The subsequent Annual Fee(s) shall be payable annually to Distributor for the Site License. Licensee 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. Distributor will invoice against each purchase order upon shipment or issuance of authorization numbers as appropriate.

**5.2 Initial Deliverables.** Upon receipt of Licensee's initial purchase order for the Annual Fee following execution of this Agreement, Distributor shall provide each of the Educational Programs listed in Appendix A either by download from an Esri website or on physical media. All shipments of media shall be shipped EX WORKS (INCOTERMS 2000), Redlands, California, to Distributor. Distributor will ship to Licensee's shipping address listed in Appendix B. Licensee may purchase additional media sets at the prices in effect at the time of purchase. Licensee may reduce the list of initial deliverables. However, there shall be no credit or refund given.

Licensee 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 Educational Programs under this Agreement. However, if Licensee is exempt from such taxes, duties, fees, withholding, or other charges, Licensee shall provide Distributor with evidence of exemption from such charges.

**5.3 Authorization Codes.** Distributor shall provide Authorization Codes that enable the Educational Programs to operate. Authorization Codes will expire with Licensee's contract Term. Provided Licensee 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 deliverables and scope of use may be modified, and new Educational Programs and services may be added or prices reduced by notice provided by Distributor to the Primary Contact. Licensee 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.** Licensee 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 Licensee 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. The Term will commence upon payment of the Annual Fee and remain in effect for one (1) year, unless terminated earlier as described below. Thereafter, the Agreement will automatically renew upon Licensee's payment of the Annual Fee, provided payment is made prior to expiration of the current Term. Licensee's payment of the Annual Fee constitutes acceptance of any new terms and conditions applicable to the Educational Programs.

**6.2 Termination.** In the event this Agreement is terminated by Licensee for convenience, Licensee 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 or Distributor for a material breach (including Licensee's failure to pay the Annual Fee), or by Licensee 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 or Distributor 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 Participant.** Licensee may elect to terminate for convenience the license rights of a particular participant that is part of Licensee's organization. For the purposes of this Section, a particular participant refers to a school, museum, library, college, or university, depending on the type of entity of Licensee. Licensee, Distributor, or Esri may also elect to terminate the license rights of a particular participant for material breach without terminating this Agreement with Licensee or other participants. The breaching participant shall be given a period of ten (10) days from date of written notice to cure any material breach. Upon the termination of the participant, any licenses or Deployments provided to participant shall also terminate. Licensee shall reasonably cooperate with Esri and Distributor in termination of a participant in material breach of this Agreement, including enforcement of the Agreement with respect to such participant. There shall be no reduction in the Initial Fee or any Annual Fee if a participant's rights are terminated.

#### **ARTICLE 7—LICENSEE'S RESPONSIBILITIES**

In consideration of the grant of the discount on standard license and technical support fees, Licensee 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. Appoint a Virtual Campus Annual User License administrator. This individual will be responsible for receiving the master subscription code from Esri and using it to generate individual course access codes for teaching staff, staff members, and student course attendees. The Virtual Campus Annual User License administrator may also be the Primary Contact.
- d. Where appropriate, encourage the use of GIS to all departments within the Site.
- e. Make best efforts to maintain a high level of expertise in the use of the Products among students and staff members by offering courses, encouraging attendance at the annual Esri Education GIS Conference and the International User Conference, and making use of educational Virtual Campus courses offered by Esri, as appropriate.
- f. Inform Authorized Users that the Educational Programs may not be used outside the country in which the Educational Programs were acquired without the prior written permission of Esri and Distributor.
- g. 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.
- h. Implement reasonable processes to ensure that students remove the 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: Licensee (See Appendix B)

To: Distributor (See Appendix B)

**APPENDIX A  
EDUCATIONAL PROGRAMS**

**Table A-1**

Licensee may copy and Deploy the Educational Programs listed in Table A-1 up to the total quantity of licenses indicated below for teaching, research, and Administrative Use:

<b>Educational Programs</b>	<b>Total Quantity/Seats</b>
<b>Desktop GIS (Single and Concurrent Use)</b>	
ArcGIS for Desktop Advanced	Unlimited
ArcGIS for Desktop Standard	Unlimited
ArcGIS for Desktop Basic	Unlimited
<b>ArcGIS for Desktop Extensions (Single and Concurrent Use)</b>	
ArcGIS 3D Analyst	Unlimited
ArcGIS Data Reviewer for Desktop	Unlimited
ArcGIS Network Analyst	Unlimited
ArcGIS Spatial Analyst	Unlimited
ArcGIS Tracking Analyst	Unlimited
ArcGIS Geostatistical Analyst	Unlimited
ArcGIS Publisher	Unlimited
ArcGIS Schematics	Unlimited
ArcGIS Workflow Manager for Desktop	Unlimited
<b>Server GIS</b>	
ArcGIS for Server Enterprise Advanced	Unlimited
ArcGIS for Server Workgroup Advanced	Unlimited
ArcGIS Viewer for Flex	Unlimited
ArcGIS Viewer for Silverlight	Unlimited
ArcIMS version 10 (available by request only)	Unlimited
<b>ArcGIS for Server Extensions</b>	
ArcGIS 3D Analyst	Unlimited
ArcGIS Geostatistical Analyst	Unlimited
ArcGIS Spatial Analyst	Unlimited
ArcGIS Schematics	Unlimited
ArcGIS Network Analyst	Unlimited
ArcGIS Data Reviewer for Server	Unlimited
ArcGIS Workflow Manager for Server	Unlimited
ArcGIS Image Extension for Server	Unlimited
ArcGIS GeoEvent Processor for Server	Unlimited
<b>Mobile GIS</b>	
ArcGIS for Windows Mobile	Unlimited
ArcGIS for Smartphones and Tablets	Unlimited
<b>Developer GIS</b>	
Esri Developer Network (EDN)	Unlimited
ArcGIS Web Mapping APIs	Unlimited
<b>Specialized GIS</b>	
ArcGIS for Maritime: Bathymetry	Unlimited
ArcGIS for Maritime: Charting	Unlimited
ArcGIS for Aviation: Charting	Unlimited
ArcGIS for Aviation: Airports	Unlimited
Esri Defense Mapping	Unlimited

Esri Production Mapping	Unlimited
Esri CityEngine Advanced	Unlimited
Esri Tracking Server (Software is available by request only. Implementation services are not included.)	Unlimited
<b>Additional Benefits</b>	
GIS Specialists	3
Passes to the Esri International User Conference including the Education GIS Conference	Quantity varies by size of student enrollment/service area population and Annual Fee paid for Site License.



**Table A-2**

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

<b>Educational Programs</b>	<b>Total Quantity/Seats</b>
ArcPad	Unlimited
ArcGIS Data Interoperability for Desktop	Unlimited
ArcGIS Data Interoperability for Server	Unlimited
ArcGIS Online subscription	Quantity varies by Education Plan Level.
Esri Maps for Office	Quantity varies by ArcGIS Online Education Plan Level.

The list in Table A-1 and Table A-2 above is 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.

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

An unlimited Virtual Campus Premium Annual User License (VC AUL). The license will be renewed on the anniversary of the Agreement, provided that the Annual Fee has been paid and the Agreement is current. To utilize the VC AUL, the Virtual Campus administrator (named in the Agreement) will receive a master code that enables him or her to provide Authorized Users with access to particular course(s). The Virtual Campus administrator may appoint up to ten (10) faculty or staff to aid in issuing course access codes. Full details on how VC AUL works and how to designate representatives can be found at [http://rainin.u.esri.com/campus/catalog/licenses/1\\_lowitWorks.cfm](http://rainin.u.esri.com/campus/catalog/licenses/1_lowitWorks.cfm).

**APPENDIX B  
LICENSEE CONTACT INFORMATION**

**Licensee Contact Information**

Name: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Fax No.: \_\_\_\_\_  
E-mail: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Legal Notices to Distributor**

Name: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Fax No.: \_\_\_\_\_  
E-mail: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Primary Contact**

Name: [REDACTED]  
Department: Rektorát  
Telephone: [REDACTED]  
Fax No.: \_\_\_\_\_  
E-mail: [REDACTED]  
Address: Jihočeská univerzita v Českých Budějovicích, Rektorát  
Branišovská 31a  
37005 České Budějovice  
Czech Republic

**Virtual Campus Annual User License Administrator**

Name: [REDACTED]  
Department: Katedra aplikované matematiky a informatiky  
Telephone: [REDACTED]  
Fax No.: \_\_\_\_\_  
E-mail: [REDACTED]  
Address: Ekonomická fakulta  
Studentská 13 37005 České Budějovice  
Czech Republic

**(1) GIS Specialist:** [REDACTED]

Department: Katedra krajinného managementu  
Address: Zemědělská fakulta  
Studentská 1668, 370 05, České Budějovice  
Telephone: [REDACTED]  
Fax No.: \_\_\_\_\_

**Client's Contract Administrator:**

Name: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Fax No.: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**(2) GIS Specialist:** [REDACTED]

Department: Katedra Geografie  
Address: Pedagogická fakulta  
Jeronymova 10, 371 15 České Budějovice  
Czech Republic  
Telephone: [REDACTED]  
Fax No.: \_\_\_\_\_

**Ship Software To:** \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**(3) GIS Specialist:** [REDACTED]

Department: Katedra biologie ekosystému  
Address: Přírodovědecká fakulta  
Branišovská 1760, 370 05 České Budějovice  
Czech Republic  
Telephone: [REDACTED]  
Fax No.: \_\_\_\_\_

**Bill To:** \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

**Legal Notices to Licensee**

Name: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Fax No.: \_\_\_\_\_  
E-mail: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_