

Esri E-Learning Content (SCORM Format) Terms and Conditions



1.0 Esri E-LEARNING CONTENT (SCORM FORMAT) LICENSE

The Esri Content E-Learning Content (SCORM Format) License is subject to the applicable signed master agreement governing Esri's provision of Services to Customer or, if the Customer has no such agreement, the terms of Esri's Master Agreement, Products and Services ("Master Agreement") found at <http://www.esri.com/legal/software-license>. Esri will provide a printed copy of these terms at Customer's request.

1.1 Definitions

- a. **"E-Learning Content (SCORM Format)"** shall mean Esri-authored e-learning training Web Course(s) or Training Seminar(s) in a SCORM-compatible format supported by Esri.
- b. **"Learning Management System" or "LMS"** shall mean third-party software acquired separately by Customer that allows Customer to consume E-Learning Content (SCORM Format) for the purpose of re-serving it to Customer's internal employees.
- c. **"SCORM"** shall mean Sharable Content Object Reference Model in formats supported by Esri including, but not limited to, SCORM version 1.2 and SCORM 2004, third edition.
- d. **"SCORM Content Readiness Package License"** shall mean a term-limited and usage-limited version of the Term License for Customer's internal Learning Management System compatibility testing.
- e. **"Term License"** shall mean a license for use of E-Learning Content (SCORM Format) limited for the term.
- f. **"Training Seminar(s)"** shall mean an Esri-authored video presentation, which does not include an exam.
- g. **"Web Course(s)"** shall mean self-paced e-learning training materials that contain a series of topics, concepts and one (1) or more exercises.

1.2 Reservation of Ownership; Grant of License

Reservation of Ownership. E-Learning Content (SCORM Format) is licensed and is not sold; therefore, these terms provide Customer certain limited rights to use E-Learning Content (SCORM Format). Esri and its licensor(s) retain exclusive rights, title, and ownership of electronic Training Materials, software, data, and documentation licensed under these terms. Training Materials are protected by United States copyright laws and applicable international copyright treaties and/or conventions. All rights not specifically granted are reserved to Esri and its licensor(s).

Grant of License. For a Term License, Esri grants Customer a personal, worldwide, nonexclusive, nontransferable license to install, display, use, print, provide access to, copy, reproduce, redistribute, and deploy E-Learning Content (SCORM Format) into Customer's LMS, for Customer's own internal use only, in conducting internal training for Customer's employees. For a SCORM Content Readiness Package License, Esri hereby grants Customer a *limited license* to use E-Learning Content (SCORM Format). During the Term of the SCORM Content Readiness Package License, Customer shall only use E-Learning Content (SCORM Format) for the sole purpose of conducting compatibility testing on Customer's LMS. Such testing may include uploading of E-Learning Content (SCORM Format) into Customer's LMS and execution of materials, exercises, and exams within the Customer's LMS. Customer will access E-Learning Content (SCORM Format) by either downloading from a CD-ROM/DVD provided or from a secure location on Esri's website.

1.3 Permitted Use And Restrictions. E-Learning Content (SCORM Format) is intended solely for the use of training Customer's employees and contractors. Customer will not:

- a. Alter, modify, transform, or adapt E-Learning Content (SCORM Format) without Esri's prior, express written permission;
- b. Prepare or develop derivative works of E-Learning Content (SCORM Format), or sell, resell, rent, lease, time-share, lend, sublicense, publicly perform, publicly display, publish, host, transmit, or broadcast E-Learning Content (SCORM Format);
- c. Acquire, assert, or assign to any third party any copyright ownership or any other proprietary rights in or to E-Learning Content (SCORM Format);

- d. Unbundle or independently use components of E-Learning Content (SCORM Format) outside Customer's LMS;
- e. Use, incorporate, modify, distribute, provide access to, combine, or integrate with any other work with an open-source license in a manner that would subject all or part of E-Learning Content (SCORM Format) to require (i) disclosure of source code form to third parties, (ii) licenses to third parties for the purpose of making derivative works, or(iii) redistribution to third parties at no charge;
- f. Incorporate any portion of E-Learning Content (SCORM Format) into a product or service that competes with E-Learning Content (SCORM Format);
- g. Use SCORM Content Readiness Package License for any purpose except compatibility testing;
- h. Remove or obscure any copyright, trademark, and/or proprietary rights notices of Esri or its licensor(s); or
- i. Take audio or video recordings of E-Learning Content (SCORM Format).

1.4 Term; Renewal Periods; Termination

- a. The Term License shall be valid for one (1) year ("Term") beginning on the date Esri receives the applicable Term License fee. The Term License will automatically renew for an additional one (1)-year Term at then-current pricing provided that Esri receives payment of the renewal license fee prior to expiration of the initial or a renewal Term, as the case may be.
- b. The license granted for a SCORM Content Readiness Package License shall be valid for one hundred twenty (120) calendar days beginning on the date Esri receives the applicable license fee. A SCORM Content Readiness Package License may be extended by mutual written agreement of the parties.
- c. Upon expiration or termination of the license, Customer shall uninstall, remove, and destroy all E-Learning Content (SCORM Format), including any whole or partial copies, modifications, or merged portions in any form, and execute and deliver evidence of such deinstallation and destruction to Esri.
- d. Payment of the then-current license fee will be in US Dollars only.

1.5 General Provisions

- a. Esri shall provide up to a total of eight (8) hours of remote telephone and/or email support to assist Customer in downloading (i) E-Learning Content (SCORM Format) inside Customer's LMS; and/or (ii) SCORM Content Readiness Package (exercisable either under the initial Term or a renewal Term, until the total hours are expended). Subject to the eight (8) hours specified above, this technical assistance may include minor modifications to E-Learning Content (SCORM Format) to facilitate use inside Customer's LMS.
- b. If an extensive modification is necessary to support Customer's needs, Esri reserves the right to negotiate a separate work order at prevailing Esri rates.
- c. For the Term License only, Esri will make available to Customer any updates to E-Learning Content (SCORM Format) at Esri's discretion, during the Term. The update cycle and delivery time frame will be determined by Esri.
- d. Esri retains the right to remove courses previously provided in SCORM format from its active catalog of courses. When Esri removes courses from its catalog, Esri can require that Customer remove those courses from its LMS.
- e. Esri does not guarantee that E-Learning Content (SCORM Format) will function optimally on Customer's deployed system, including, but not limited to, Customer's particular LMS, Internet browser versions, file size, or other technical infrastructure deployed at the Customer site.

1.6 Customer Responsibilities (Not applicable to SCORM Content Readiness Package License)

- a. Customer shall be responsible for keeping track of student progress.
- b. Customer shall be responsible for providing student completion certificates, if necessary.
- c. Customer shall be responsible for providing direct support to Customer's students for resolution of problems related to E-Learning Content (SCORM Format).