



TRAINING TERMS AND CONDITIONS

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Whereas, the Client wishes to arrange for training of its employees, the following terms shall be followed as applicable.

I. SCOPE

ESRI agrees to conduct training courses pursuant to the terms contained herein. Training may be conducted at Client's site or at an ESRI Learning Center.

Course Description: The ESRI Software training course(s) to be conducted, the location, the dates during which the courses are to be conducted, the number of participants, and the prices to be paid to ESRI are as set forth in the ESRI Course Catalog or at ESRI's training Web site, which is incorporated by this reference. All courses shall be conducted in substantial conformity with the most current ESRI training course brochure(s). ESRI reserves the right to modify course content when necessary due to Software technical abilities or limitations.

ESRI's Responsibility: ESRI shall provide an instructor qualified to conduct the course(s), as well as all necessary training materials sufficient for the number of registered participants. ESRI will provide each student with a course manual.

ESRI's scheduling coordinator, through whom all course(s), dates, and locations shall be confirmed, can be contacted at 909-793-2853, extension 1523.

IIA. UNIQUE ESRI LEARNING CENTER TERMS

Where courses are to be conducted at ESRI facilities, the following restrictions and requirements apply:

- Seating is limited in some classes. Registrations are always processed using a standard student registration application, on a first-come, first-served basis. Waiting lists are used when necessary. Registration applications are attached to every course catalog or are available on the Web or from the Learning Center.
- Class schedules are widely disseminated by ESRI Marketing and the regional offices. The Redlands Learning Center or Scheduling Coordinator works with each Regional Training Coordinator to add classes to accommodate waiting lists where appropriate.
- All class registrants are asked to include proof of payment when they submit their registration application. Prepayment is required by check or credit card in most cases. Purchase Orders may be accepted from U.S. federal, state, and local government organizations, as well as universities.
- Sales tax will be charged where applicable. Some states have enacted an E-Procurement fee for State Government customers. ESRI may also add the E-Procurement fee to the cost of training classes where applicable.
- The tuition includes a \$110 data-processing fee, which is nonrefundable. This fee may be charged in cases of short-notice cancellations or due to multiple student transfers. Student substitutions, when a student's place in class is filled by another person from the same organization, are allowed, provided that the ESRI Learning Center is notified in advance. The tuition less the data processing fee will be refunded if the ESRI Learning Center receives notice of cancellation at least six (6) business days prior to the class start date. The full tuition will be charged to participants who cancel five (5) days or less before the class start date or who fail to appear for the class.
- The five (5)-seat volume discount cannot be combined with other discounts and is only applicable when all registrations are received at one time and all registrants attend the class. If a five (5)-seat volume discount registrant cannot attend the class, ESRI will allow student substitution or a transfer of such registrant to attend a future class; however, no refunds will be issued for such nonattendance or cancellation.
- Training classes are confirmed approximately ten (10) days prior to the start date.
- Travel is the registrant's responsibility. ESRI assumes no responsibility for nonrefundable travel arrangement losses resulting from course scheduling changes or cancellations. Even though ESRI strives to confirm all classes, class cancellations are sometimes unavoidable.

IIB. UNIQUE CLIENT SITE TERMS

Client's Responsibility: Where courses are to be conducted at Client's facilities, Client shall provide physical training facilities that meet the following minimum requirements or modifications as mutually agreed to by both parties:

- Client shall, where possible, provide a one (1)-room facility, sufficient for a training course for up to twelve (12) persons (or such other number as may be agreed to by ESRI's scheduling coordinator). The facility shall have appropriate climate control, lighting, and sufficient power and number of outlets to accommodate the required number of computers and other equipment to be used.
- Client shall supply all computer hardware for the training course. Computers must be platforms fully supported by ESRI. All computer hardware shall be configured with an appropriate release of an operating system to run the current release version of the ESRI required Software. There shall be a minimum of one (1) computer and color monitor for every participant. Other peripheral devices including, but not limited to, digitizers and plotters/printers, as required by the training course being conducted, shall be Class 1 supported.
- Client shall be responsible for providing one (1) high-resolution PC projector and screen as well as one (1) large writing board.
- Client shall limit the number of course participants to twelve (12) students per course. Additional students, up to a maximum of fifteen (15), may be added to some classes for an additional fee.
- Client agrees that all participants shall be regular employees of Client who meet the prerequisites set forth in the ESRI training brochure(s).
- Client shall issue a purchase order and pay invoices pursuant to the terms set forth in Section IV below.
- Client shall complete and submit an ESRI Client Site Request form not less than four (4) weeks prior to the start of any course. Final schedule is subject to mutual agreement.

IIC. MOBILE LAB

When ESRI's mobile lab is provided for use by students as part of a training class delivered at Client's location, the following provisions apply:

- Client shall use its best efforts to protect the Mobile Classroom equipment from loss, damage, or theft while in Client's possession. Client should immediately report any damage or missing items upon receipt.
- Client shall keep the Mobile Classroom equipment in a secure, locked area between class sessions.
- Client shall make the Mobile Classroom equipment available for freight pick-up at the conclusion of the ESRI courses.
- Client shall ensure no one except ESRI students uses the Mobile Classroom equipment.
- Client shall be liable for loss or damage to ESRI's Mobile Classroom equipment as a result of Client's failure to comply with the requirements described above.
- Client warrants that it shall maintain sufficient insurance coverage to enable it to meet its obligations created by this agreement and by law.

III. SOFTWARE LICENSES

The terms of the ESRI license agreement shall be applicable to all Client course participants and for all Software and documentation licensed for use in any training course to be conducted. For on-site training, temporary Software licenses may be issued by ESRI where there is an insufficient number of Software licenses available at the training facility. Client shall uninstall the temporary Software licenses at the conclusion of the training course.

IV. PERFORMANCE AND PAYMENT

Upon completion of each training course, ESRI shall invoice Client and Client shall pay said invoice within thirty (30) days of receipt thereof.

V. EXPORT CONTROL REGULATIONS

ESRI's technology is subject to U.S. export control laws and regulations—ESRI's Software, data, documentation, and any underlying information or technology may not be exported, reexported, or provided in whole or in part to (i) any country to which the United States has embargoed goods; (ii) any person on the U.S. Treasury Department's list of Specially Designated Nationals; (iii) any person or entity on the U.S. Commerce Department's Table of Denial Orders; or (iv) any person or entity where such export, reexport, or provision violates any U.S. export control law or regulation.