

Esri Canada's Online Store Terms and Conditions

The terms and conditions below ("**Terms and Conditions**") govern your purchase of available Environmental Systems Research Institute, Inc. ("**Esri**") licensed products from Esri Canada Limited ("**us**", "**we**", "**our**" or "**Esri Canada**", as applicable) through Esri Canada's online store ("**Online Store**").

PLEASE READ THE FOLLOWING TERMS AND CONDITIONS CAREFULLY BEFORE PLACING AN ONLINE ORDER.

OUR RIGHT TO CHANGE THESE TERMS AND CONDITIONS:

We reserve the right, in our sole discretion, to modify all or a portion of these terms and conditions at any time, without prior notice, by posting updated terms and conditions on our website. You are advised to review our website regularly for any changes. These Terms and Conditions were last updated on 15 March, 2019. By placing an order for Esri products ("**Order**") through our Online Store, you agree to be bound by the Terms and Conditions in effect at the time of such Order.

REGISTRATION:

In order to place an Order, you will be required to register a customer account. You agree to provide accurate and complete information about yourself as requested and to promptly update such information as necessary to ensure that it is kept accurate and complete. You agree to be responsible for maintaining the confidentiality of your account and password and for all activities under such password and account. You agree to notify us of any unauthorized use of your account or password of which you are or become aware at privacy@esri.ca. Esri Canada shall not be responsible or liable, directly or indirectly, in any way for any loss or damage of any kind incurred as a result of, or in connection with, your failure to comply with this section, or for any delay in closing your account after you become aware of any breach of security.

PRICING:

Prices quoted on our Online Store are in Canadian dollars. Prices are subject to change without notice.

PAYMENT AND DELIVERY:

By completing an Order through our Online Store, you are agreeing to pay, in full, the price and applicable taxes for the ordered Esri Products. Payment is by credit card only. We reserve the right to change the permitted methods of payment, at any time.

By submitting your Order, you represent that you are authorized to use the designated credit card and you authorize us to charge your Order to that credit card. When entering your billing information during the ordering process, you must enter the billing address associated with your credit card.

Your credit card will be charged once your Order is complete. You will then receive confirmation that your ordered Esri products are available for electronic download.

PRIVACY:

We do not store any credit card information on our systems. Your personal information for credit card payment will be collected by a U.S. based third party payment processor, Spreedly, Inc. ("**Spreedly**"). Please note that such personal information provided to complete your Order will be processed by

Spreadly outside of Canada. Please carefully review Spreadly's Privacy Policy which is available on Spreadly's website at <https://www.spreadly.com/privacy/>. By placing an Order, you are confirming that you have read, fully understand and agree to the terms of Spreadly's Privacy Policy.

Your use of our Online Store is subject to the terms of our Privacy Policy, which is incorporated into and made part of these Terms and Conditions. Please carefully review our Privacy Policy which is available on our website at <https://esri.ca/privacy>. By using our Online Store, you are confirming that you have read, fully understand and agree to the terms of our Privacy Policy.

REFUNDS:

If any ordered Esri product is not to your satisfaction, you may return the Esri product within thirty (30) days of purchase. Please contact our Customer Care Department at **1-800-447-9778** or customercare@esri.ca and they will assist you with processing your return.

ERRORS:

Esri Canada attempts to ensure that the information on its Online Store is accurate. However, no warranty of accuracy or completeness is expressed or implied. Esri Canada expressly reserves the right to correct errors and to change or update information on its Online Store at any time without notice. In the event of an error in the processing of your Order, Esri Canada reserves the right to correct the error and revise your Order accordingly or to cancel the Order and to refund any amount charged to you. Your only remedy in the event of an error is to cancel your Order and to obtain a refund.

ESRI PRODUCT LICENSE TERMS:

Esri is the third-party licensor for all Esri products available for purchase through Esri Canada's Online Store.

Unless superseded by a signed Esri license agreement, all ordered Esri products shall be licensed only under Esri's standard licensing terms and conditions which are available on Esri's website at <https://www.esri.com/en-us/legal/terms/master-agreement-product> as updated by Esri from time to time and may be requested separately from us ("**Esri Products Licensing Terms**"). Esri provides the most current version of its governing Esri Products Licensing Terms on its website for licensees to review periodically for updates.

For Esri Products licensed through click-through licensing, customer agrees that the click-through version of the Esri Products Licensing Terms is required to be accepted by the customer during the product installation process for such Esri products. A copy of the applicable click-through version of the Esri Products Licensing Terms may also be requested separately from us.

You may have an existing signed Esri license agreement on file that covers your Order for Esri products. To clarify, unless superseded by your signed Esri license agreement, the Esri Products Licensing Terms will apply to your Order.

MAINTENANCE AND SUPPORT FOR ESRI PRODUCTS:

We provide maintenance and technical support for eligible Esri products ordered from us in accordance with the most current version of our Software Maintenance Program Policy for Esri products available on

Esri Canada's website at <https://esri.ca/en/support/customer-care/software-maintenance> and may also be requested separately from us.

DISCLAIMERS AND LIMITATION OF LIABILITY:

Esri Canada's website and Online Store is provided strictly on an "as is", "as available" basis. Esri Canada does not warrant, represent, guarantee or covenant that Esri Canada's website or Online Store will be uninterrupted or error free; nor does Esri Canada make any guarantee, warranty, representation or covenant as to the accuracy, reliability or content of any information on its website or Online Store. Esri Canada will not be responsible for your inability to execute an Order or obtain the Esri Products related to any such Order, for whatever reason.

All product disclaimers and limitations of liability for the benefit of Esri Canada in the applicable Esri license agreement shall apply to your Order.

INDEMNITY:

You agree to indemnify and hold Esri Canada and its officers, directors, employees and agents harmless from any claims, liabilities, damages, demands, suits, actions, losses or expenses (including reasonable attorneys' fees) arising out of your use of our Online Store or your breach of these Terms and Conditions.

APPLICABLE LAW:

These Terms and Conditions are governed by the laws of the Province of Ontario and the applicable laws of Canada, without regard to conflict of laws provisions thereof. The parties irrevocably consent to the non-exclusive jurisdiction of the courts of competent jurisdiction in the Province of Ontario.

FORCE MAJEURE:

Esri Canada shall not be liable for any failure of or delay in the performance of its obligations hereunder for the period that such failure or delay is due to causes beyond its reasonable control. Such causes may include, but are not limited to, an act of God, cyber-attack, natural disaster, major power outage or any other force majeure event.