
APPENDIX B

ELIGIBLE AGENCY ACKNOWLEDGMENT STATEMENT

Environmental Systems Research Institute, Inc. ("Esri"), having an address at 380 New York Street, Redlands, CA 92373, and **San Bernardino County ("County")**, have entered into an Enterprise Agreement (EA) identified as Enterprise Agreement No. 00330023.0, for licensing certain Esri Products and for the provision of maintenance, premium support services, and Advantage Program. Esri has authorized County to Deploy specific EA Products to Eligible Agency entities during the term of the EA. Deployment by County of EA Products to each Eligible Agency and its use of the EA Products is subject to the terms of the Master Agreement contained in the EA and the additional requirements below. "EA Products" means the Products identified in the EA.

Accordingly, Eligible Agency, identified below, represents that it has received and read the Master Agreement, and understands and agrees to be bound by the terms of the Master Agreement **00330024.0** and the below additional requirements for use of any EA Products Deployed by County to it. Eligible Agency agrees that Esri may pursue remedies against Eligible Agency for material breach of the Master Agreement or the below additional requirements. All Deployments made by County to Eligible Agency will be made through County's centralized point of contact and will cease upon expiration or termination of County EA. County shall pass through updates and provide Tier 1 Support to Eligible Agency during the term of the EA for applicable EA Products.

- (1) Beta licenses are not available during the term of the EA.
- (2) The Consultant or Contractor Access section in the Master Agreement is modified to add the following restriction: Access to any EA Products is restricted to use by consultants and contractors for the sole benefit of Eligible Agency while (i) working on-site at Eligible Agency's facilities; (ii) remotely accessing or using EA Products from Eligible Agency's on-site computers or machines; or (iii) remotely accessing or using EA Products from a third party's computers or machines under contract to Eligible Agency. Eligible Agency shall require any consultant or contractor to discontinue access to and use of EA Products upon completion of work for Eligible Agency.
- (3) Eligible Agency remains subject to Export Compliance requirements as outlined in the Master Agreement.
- (4) Transfer, redistribution, or assignment of EA Products to any third party without Esri's written permission is prohibited.
- (5) EA Products are restricted to use within the United States.
- (6) During the term of the EA, licenses Deployed by County to Eligible Agency may be terminated if County or Eligible Agency is in material breach.
- (7) Upon expiration of County EA, the Master Agreement will survive, and Eligible Agency may continue to use the EA Products Deployed to it in accordance with the terms and conditions set forth in the Master Agreement.

In the event of a conflict in the terms and conditions of this acknowledgment and the Master Agreement, the terms and conditions of this document shall have precedence over those contained in the Master Agreement. No other rights are granted to Eligible Agency under this acknowledgment.

ACCEPTED AND AGREED:

San Bernardino County Flood Control District
(Eligible Agency)

Signature: _____

Printed Name: Dawn Rowe

Title: Chair, Board of Supervisors

Date: _____