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Contract Number 2/- 824	
SAP Number	
	21-824

San Bernardino County Fire Protection District

Department Contract Representative Telephone Number	Dan Munsey 909-387-5779
Contractor Contractor Representative	Intterra, Inc.
Telephone Number	A
Contract Term	Indefinite
Original Contract Amount	
Amendment Amount	:
Total Contract Amount	
Cost Center	

Briefly describe the general nature of the contract: This is to approve an End User License Agreement with Intterra, Inc., including the non-standard terms, for software, production support and subscription services associated with Operations, Incident Management, PrePlanning, Advanced Reporting, and Analytics for an indefinite period until terminated.

FOR COUNTY USE ONLY		
Approved as to Legal Form	Reviewed for Contract Compliance	Reviewed/Approved by Department
Scott Runyan, Supervising Deputy County	<u> </u>	<u> </u>
Counsel		
Date(0/21/2/	Date	Date



End User License/Service Agreement (the "Agreement")

IMPORTANT READ CAREFULLY: This Agreement is a legal and binding agreement between you ("You" or "Your") and Intterra, Inc. ("INTTERRA") for the suite of information services that you are about to Login to and/or install (on Your computer or servers) and any related materials, documentation, updates or modifications that may be provided to You by INTTERRA or its licensees or agents, including the Inttera Product Modules, SituationAnalyst and Field Tool (collectively, the "Software"). Your access to the Software may be deployed through a software-as-a-service ("SaaS" or "Cloud") format whereby the Software is hosted on third party servers (referenced as the "Service"). When used properly, the Software compiles data provided by You, partner agencies and organizations that provide you data, and external sources which you authorize to generate a timely, graphic, multi-functional, depiction of incident and performance information. The Software is provided subject to the limitations, restrictions and disclaimers of liability set forth below.

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IF YOU DO NOT WANT TO BECOME A PARTY TO THIS AGREEMENT OR DO NOT AGREE WITH OR CANNOT COMPLY WITH ALL OF ITS TERMS, DO NOT CLICK ON THE "I ACCEPT" BUTTON OR INSTALL OR USE ANY PART OF THE SOFTWARE OR SERVICE, AND YOU WILL NOT BE LICENSED TO THE SOFTWARE OR BE AUTHORIZED TO USE ANY PART OF THE SERVICE.

Under this Agreement, You are obtaining a single (1) instance of the software for use on one (1) machine; or a service access right to access and use the Service, as defined below.

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(a) <u>Single Instance License</u>. Subject to Your compliance with the terms and conditions of this Agreement, INTTERRA hereby grants to You either:

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(B) make one copy of the Software in machine readable form solely for archival back-up purposes, provided You reproduce INTTERRA's copyright proprietary legends in any such copy; or

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EACH PARTY RECOGNIZES AND AGREES THAT THE WARRANTY DISCLAIMERS AND LIABILITY AND REMEDY LIMITATIONS IN THIS AGREEMENT ARE MATERIAL BARGAINED FOR BASES OF THIS AGREEMENT AND THAT THEY HAVE BEEN TAKEN INTO ACCOUNT AND REFLECTED IN DETERMINING THE CONSIDERATION TO BE GIVEN BY EACH PARTY UNDER THIS AGREEMENT AND IN THE DECISION BY EACH PARTY TO ENTER INTO THIS AGREEMENT.

Questions concerning this Agreement should be sent to the address set forth below. Any notices or correspondences will only be effective if sent to such address.

Intterra, Inc. 3740 Dacoro Lane, Suite 200C Castle Rock, CO 80109