



### **Consent to Esri Flow-Down Terms**

This Consent to ESRI Flow-Down Terms (the “Agreement”) is entered into as of the last date of signature listed on an applicable, fully executed Service Order Form (the “Effective Date”), by and between the customer listed on the same fully executed Service Order Form (“Customer”) and Enhanced Telecommunications, Inc. d/b/a ETI Software Solutions (“Company” or “ETI”), a Georgia corporation, with offices at 6065 Atlantic Blvd., Norcross, GA 30071.

Defined terms below will correspond to applicable Esri product agreements (except the definition of Customer will be as defined above). Customer agrees to the following:

1. Customer is restricted only to use Esri products in executable code, subject to the restricted sublicensing granted to Company.
2. Customer is prohibited from the (i) transfer of the Esri products except for temporary CPU transfer in the event of computer malfunction; (ii) assignment, time-sharing, lending, leasing, distributing, sublicensing, or renting of the Esri product or use for commercial network services or interactive cable or remote processing services; and (iii) passing title of the Esri products in Partner On-Premises Offering to Solution Delivery End User or any other party.
3. Customer is prohibited from the reverse engineering, disassembly, or decompilation of the Esri products and prohibited from duplication of the Esri products except for a single archival copy. Reasonable backup copies are permitted.
4. Customer disclaims, to the extent permitted by applicable law, Esri and its licensors' liability for any damages or loss of any kind, whether direct, special, indirect, incidental, or consequential, arising from the use of the Esri products including, but not limited to, liability for use of Esri products in high-risk activities or liability related to any Data supplied by Esri.
5. Customer, upon termination of the Agreement must certify in writing to Company that it has discontinued use and has uninstalled, removed, and destroyed or will return to Company all copies of the Esri products.
6. Customer must comply fully with all relevant export laws and regulations of the United States, including, but not limited to, the Export Administration Regulations (EAR), including prohibited end users and end uses as referenced in Part 44 and Supplement No. 4 to Part 44 of the EAR ( <https://www.bis.doc.gov/index.php/documents/regulations-docs/2343-part-744-control-policy-end-user-and-end-use-based-2/file> and <https://www.bis.doc.gov/index.php/documents/regulations-docs/2347-744-suppl-4-6/file>); International Traffic in Arms Regulations (ITAR); and the United States Department of Treasury, Office of Foreign Assets Control (OFAC) regulations, and to ensure that Esri products, or any direct product thereof, are not exported, reexported, transferred, diverted, used, or accessed, directly or indirectly, in violation of any United States export laws and regulations. When applicable, Customer will provide Esri with information about Customer’s export and distribution activities as may be required for Esri to meet its obligations under the United States export control laws and regulations.



7. Customer is prohibited from the removal or obscuring of any patent, copyright, trademark, proprietary rights notices, or legends contained in or affixed to any Esri product, output, metadata file, or online or hard-copy attribution page of any Data with respect to Esri product.

8. Customer disclaims all terms in the Esri Click-Through Master Agreement (E204CW) included with Esri products. The Agreement is the sole agreement governing Customer's use of the Esri products. Any warranty offered by Company for the Company Solutions shall only apply between Company and Customer. Esri does not offer any warranties or indemnities to Customer for the Esri products.

9. Customer is prohibited from using Esri product for any revenue generating activities. Esri product in On-Premises Solution is for the internal use of Customer only.

10. Customer is prohibited using Esri product independently from Company's Solution or in any other product or service.