

# GIS DATA PRODUCTS

## License Agreement

The following provisions are a license agreement between Canyon County and the undersigned licensee (Licensee) with respect to certain proprietary GIS Data Products (GIS Data) specified on an order form, which is considered a part of this license agreement.

The GIS Data will only be distributed to Licensee on the transfer media specified on the GIS Data Order Form. Licensee will need to download and view software supplied by the Licensee. The GIS Data is to be viewed on properly configured and compatible computer equipment using third-party system and application.

### 1. Authorized Operators

Unless otherwise specified in writing, the GIS Data Products will be utilized by Licensee's employees only.

### 2. Operating Environment/Copies

In consideration for the applicable license fees, Licensee will be granted a non-exclusive operations license to install, store, load, and display the GIS Data on as many local area networks and/or end-user PC or workstations as Licensee reasonably needs in support of the uses specified in Section 3 (Permitted Uses), provided the systems are owned, leased, or controlled by the Licensee. Licensee may copy GIS Data only for use by the Licensee or for backup purposes and not for use by any other person.

### 3. Permitted Uses

Licensee may use the GIS Data to create a derivative parcel layer to be owned, retained and distributed by Licensee, and that may be used by Licensee and licensed to Licensee's clients as a part of the derivative parcel layer created by Licensee.

Licensee agrees that it shall not use the raw GIS Data, or the GIS Data as incorporated into the derivative parcel layer for any consumer purposes, or otherwise use the GIS Data to contact the residents, citizens or property owners within Canyon County. Licensee will likewise restrict its licensees from such uses of the GIS Data for marketing for consumer purposes and from contacting the residents, citizens and property owners within Canyon County.

### 4. Reproduction of Documents

The reproduction of hardcopy products, as provided by Canyon County, with the intent to sell for a profit is prohibited without the consent of Canyon County. Canyon County may withhold consent in its sole discretion.

### 5. Reservation of Rights

GIS Data contains proprietary information belonging exclusively to Canyon County. Canyon County claims copyright and trade secret protection in the GIS Data including the selection, arrangement, and coordination of the GIS Data as a whole, and in each constituent element of data provided. Licensee does not obtain any ownership or intellectual property rights in the GIS. Instead, Licensee obtains a limited non-exclusive license to use the GIS Data and output generated there from for the authorized purposes specified herein.

Licensee will at all times use due diligence to safeguard and to protect all such confidential and proprietary information pertaining to the GIS Data. Licensee will ensure that all marks, notices, or legends pertaining to the origin, identity, or ownership of the raw GIS Data and all output generated from the raw GIS Data are properly applied and remain intact and clearly legible. Canyon County reserves all rights not expressly granted to the Licensee.

#### 6. Price and Payment

As consideration for the right of Licensee to license the GIS Data that is incorporated into the derivative parcel layer to its clients, Licensee will pay Canyon County a Licensee Fee in an amount that is three (3) times the price set forth in the GIS Data Price List, which is incorporated into this agreement by reference. The fees stated in the Price List do not include the price of updates. The applicable fees are payable by Licensee prior to receipt of GIS Data.

#### 7. Transfer of License

Licensee may not assign, sublicense or transfer all or any part of Licensee's rights or obligation under this agreement without Canyon County's written consent and any attempt to the contrary will be void and a material breach of this agreement. Canyon County may withhold such consent in its sole discretion. A transfer of this agreement will terminate any right to Licensee's continued possession or use of the GIS Data and Licensee must promptly return the original media and destroy all remaining copies of the GIS Data in Licensee's possession or under Licensee's control.

#### 8. Warranties

Canyon County makes no warranty, express or implied, and disclaims all implied warranties of merchantability, integration, title, and fitness of the GIS Data for a particular purpose.

#### 9. Liabilities

In no event will Canyon County be liable, whether in contract, tort (including negligence) or otherwise, for any direct, indirect, incidental or consequential damages including lost savings or profit, attorney's fees, lost data or business interruption even if Canyon County is notified in advance of such possibility. This includes damages incurred by Licensee or any third party.

By signing this agreement and accepting the GIS Data, the Licensee acknowledges that the Licensee assumes all risks which may arise from the use of the GIS Data.

#### 10. Term and Termination

This agreement will terminate automatically if Licensee breaches any provision of it. Licensee may terminate this agreement at any time at Licensee's election. Termination of this agreement will terminate Licensee's right to possess or use the GIS Data. Upon termination, Licensee agrees to immediately destroy the original and all copies of the GIS Data and cease all further use of it. Termination will have no effect on Licensee's obligation to safeguard and protect proprietary rights of Canyon County under Section 5 (Reservation of Rights), disclaimers under Section 8 (Warranties), or limitations under Section 9 (Liabilities). Licensee is responsible for purchasing any updated GIS Data they may require during the term of this agreement.

#### 11. Remedies

In the event of a breach or threatened breach of any of the provisions of the agreement by the Licensee or any employee, representative, or agent of the Licensee, Canyon County shall be entitled to preliminary and permanent injunctive relief to enforce the provision hereof, but nothing shall preclude Canyon County from pursuing any action or other remedy, including damages for any breach or threatened breach of this agreement, all of which shall be cumulative.

#### 12. Disputes, Choice of Law

This agreement shall be governed by and construed in accordance with the substantive laws of Idaho without regard to principles of conflict of law. Licensee will bring any action against Canyon County in a court of competent jurisdiction in Canyon County, Idaho, within one year after the claim arises, or be barred. Licensee waives any right to a jury trial.

#### 13. Miscellaneous

The License Agreement constitutes the entire and exclusive agreement between the parties with respect to the subject matter hereof and supersedes all other communications, whether written or oral. This document and a photocopy in good form shall be considered an original document with authenticated signature admissible into evidence unless the document's authenticity is genuinely placed in question.

This agreement is expressly limited to its terms and may be modified or amended only by a writing signed by an authorized representative of Canyon County. Any provision found by a tribunal of competent jurisdiction to be illegal or unenforceable shall be automatically conformed to the minimum requirements of law and all other provisions shall remain in full force and effect. Waiver of any provision hereof in one instance shall not preclude enforcement of it on future occasions. Headings are for reference purposes only and have no substantive effect. Waiver of any breach of the terms and conditions of this agreement shall not be deemed to constitute a waiver of any other or future breach.

IN WITNESS THEREOF, for adequate consideration and intending to be legally bound, the parties have caused this agreement to be executed by their duly authorized representatives.

Agency: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

To be completed by Canyon County's GIS Representative

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Check here if additional specific modifications apply to this agreement. The following specific modifications are expressly incorporated into this agreement:

Name of Attachment: \_\_\_\_\_

Number of Pages: \_\_\_\_\_ and/or, the following express terms and conditions are incorporated.