

GIS Data License Agreement

License Number _____

Date _____

Contact Person _____

Phone _____

Company/Agency _____

Address _____

_____ Zip _____

Product Description

Update Option

Product Fee

(Annual or Periodic)

Product Description	Update Option	Product Fee
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Sales Tax _____

TOTAL _____

This data license agreement is subject to the terms and conditions on the reverse side hereof. In witness whereof, this license is executed on the data set forth under the parties named. The anniversary date of the license shall be the later of the dates set forth below.

CLARK COUNTY ASSESSOR

LICENSED USER

Linda Franklin
Assessor

Date: _____

Signature:

Name: _____

Title: _____

Date: _____

DATA LICENSING AGREEMENT TERMS AND CONDITIONS

This agreement is a license and is made and entered into by and between the LICENSED USER, hereinafter called "USER", and the CLARK COUNTY DEPARTMENT OF ASSESSMENT AND GIS, hereinafter called "GIS".

WHEREAS, GIS is the designer and developer of the product(s) specified in the agreement (hereinafter referred to as "PRODUCT") with the right to license and distribute the PRODUCT; and

WHEREAS, the USER is an individual, an organization, a corporation, a government entity or a member of a joint venture who will make use of the PRODUCT in its business activity; and

WHEREAS, the USER desires a license to use the PRODUCT and the GIS desires to grant such a license to the USER for the sole purpose of permitting the USER to use the PRODUCT in its business activity and for no other purpose whatsoever;

NOW, THEREFORE, in consideration of the mutual terms, covenants, and conditions set forth herein, the parties hereto agree as follows:

1. PRODUCT

1.1 Licensed PRODUCT(s). This license applies to the PRODUCT(s) as listed on the reverse side hereof.

1.2 Grant of License. For and in consideration of the USER's covenant to make payments under Section 5 and the performance of the other covenants and obligations of the USER hereunder, the GIS hereby conveys to the USER a non-exclusive license to use the PRODUCT.

2. USE

2.1 Permitted Use. This license is granted for the sole purpose of permitting the USER to use the PRODUCT in its business activity and for no other purpose whatsoever.

2.2 Restrictions on Use.

- (a) **Unauthorized Use.** USER shall not use the PRODUCT on behalf of any other person or organization (including, but not limited to, networks, timesharing, or multiple CPU arrangements) unless authorized in writing by GIS.
- (b) **Copies.** USER shall not duplicate the PRODUCT except for the following:
 1. USER may make one copy of the PRODUCT for protection purposes as long as the USER agrees not to use the backup copy for any purpose other than to replace original data if lost or damaged.
 2. USER may translate the PRODUCT into other formats and/or media. These "reformats" shall be subject to the same restrictions as the PRODUCT under this agreement.

2.3 Reserved Rights. GIS shall retain all rights, title and interest in the PRODUCT, including the right to license the PRODUCTS covered by this license to other USERS.

3. MAINTENANCE OF DIGITAL DATA.

3.1 Annual Update. GIS agrees to supply a data update service for digital data for an additional fee. The data shall consist of one annual update of licensed digital data unless otherwise specified. GIS will provide updates in its then current format.

3.2 Periodic Update. GIS agrees to supply updates of the licensed digital data for an additional fee.

3.3 Cancellation. The USER agrees that if the update option is canceled by the USER the update option cannot be resumed.

4. TERM

4.1 The term of this agreement shall not be restricted as to time, except as set forth in 4.2 below, and shall commence the date the agreement is executed.

4.2 The term of the license shall expire at such time as the USER discontinues use of the PRODUCT, unless the USER fails to comply with any of the terms and conditions provided herein at which time the license shall be revoked. The license shall be revoked by GIS giving written notice of such revocation to the USER.

5. PAYMENT

5.1 Time for Payment. Initial payment of fees shall be made at the time the license is granted or as set forth in 5.2 or 5.3.

5.2 Annual Update Option. The fees for the annual update option are set by GIS in its sole discretion. The fees are due and payable annually on the anniversary date of the contract. GIS will notify USER at least 30 days in advance of the anniversary date of any change in fees for the following year.

5.3 Periodic Update. The fees for the periodic update are due and payable upon receipt of the PRODUCT.

5.4 Unpaid Fees. Any fees remaining unpaid more than 30 days after the date they are due shall be subject to an interest charge of 1% per month until paid.

5.5 Sales Tax. All fees are subject to Washington State sales tax unless the USER has tax exempt status.

6. DELIVERY

GIS shall deliver the PRODUCT to USER pursuant to the following conditions:

- (a) GIS shall package, ship and deliver the PRODUCT to the USER at the address specified in the agreement or a designated alternate address.
- (b) GIS shall not assume any liability for shipment of the PRODUCT.
- (c) The carrier shall not be considered an agent of GIS.
- (d) GIS shall choose the method of delivery in the absence of prior shipping instructions.
- (e) Dates specified for delivery of the PRODUCT shall be postponed automatically if GIS is prevented from meeting those dates by any causes beyond its reasonable control.

7. WARRANTY

7.1 Limited Warranty

- (a) GIS shall use its best efforts to ensure that the PRODUCT is delivered free of physical defect.
- (b) GIS shall have the sole authority to determine whether the PRODUCT, at the time of delivery, was free of physical defect.
- (c) GIS disclaims any other warranties, express or implied, respecting this agreement or the PRODUCT.

7.2 Remedy

- (a) USER's sole and exclusive remedy for breach of this limited warranty will be to return the PRODUCT within 60 days of receipt.
- (b) GIS shall, at its discretion, retain the returned PRODUCT and refund the fee for the license, or replace the PRODUCT, or repair the PRODUCT and return it to the USER.

8. ASSIGNMENT AND TRANSFER

USER shall not disclose, lease, sell, distribute, make, transfer or assign the PRODUCT or engage in any other transaction which has the effect of transferring the right of use or part of the PRODUCT.

9. LIABILITY

GIS shall not be liable for any activity involving the PRODUCT with respect to the following:

- (a) Lost profits, lost savings or any other consequential damages.
- (b) The fitness of the PRODUCT for a particular purpose.
- (c) The installation of the PRODUCT, its use or the results obtained.

10. TERMINATION

10.1 USER Rights. Upon the expiration or revocation of this license, the rights of the USER shall cease.

10.2 Return of the PRODUCT and Copies. The PRODUCT and any copies of the PRODUCT shall be returned to GIS within 30 days from the date this license expires or is revoked.

11. MISCELLANEOUS

11.1 Applicable Law: Venue. This license shall be construed and interpreted under and pursuant to the laws of the state of Washington. The parties agree that venue for any action or claim arising out of or in connection with this license shall be in the Superior Court for Clark County, Washington.

11.2 Invalidity. If any term or provision of this license or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this license shall not be affected thereby, and each term and provision of this license shall be valid and enforced as written to the fullest extent permitted by law.

11.3 Entire Agreement. This license contains the entire agreement of the parties hereto with respect to the matters covered hereby, and no other agreement, statement or promise made by any party hereto, which is not contained herein, shall be binding or valid.

11.4 Authority. Persons whose signatures appear as "LICENSED USER" on the reverse represent that they are authorized to do so and represent that they are authorized to do so and represent and warrant that this licensing agreement is a legal, valid and binding obligation and is enforceable in accordance with its terms.