

GIS DATA PRODUCTS License Agreement

The following provisions are a license agreement between Washington 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 data agreement. This Agreement is made with the understanding that GIS Data represents a significant financial investment made by Washington County on behalf of its tax payers and that Washington County wishes to protect the investment.

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 data on software supplied by 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

By this agreement, Washington County will allow Licensee 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 Licensee. Licensee may copy GIS Data only for use by Licensee or for backup purposes and not for use by any other person.

3. Permitted Uses

Licensee may display the GIS Data in unaltered form, or may incorporate, in whole or part, and use GIS Data for analysis, on plan documents prepared by Licensee. Licensee may distribute hard copies of such plans (and corresponding documents) to its constituents, contractors, and reviewing agencies in the regular course of business, and may submit digital versions of such plan only to public reviewing agencies, if so required. Graphic displays and printed tabular listings derived from GIS Data may be used in publications and presentations, provided that credit is given to Washington County as the custodian of the data and credit is given to the original source of the data if other than Washington County. The aforementioned publications and presentations can be distributed digitally, provided that the GIS Data is disturbed only as a graphic image or in tabular form. Digital distribution of the data in its raw format or as a georeferenced image is prohibited.

If Licensee will be incorporating any Washington County GIS Data into their plans under the terms of this agreement (whether by hand tracing, scanning, or importing of digital data) Licensee must place a statement of the following form in a conspicuous location on the face of such documents:

Information shown on this plan is based on copyrighted GIS Data from Washington County, and may not be copied or reproduced without express written permission from Washington County.

Licensee should tailor the note slightly so as to reflect the nature of the GIS Data used, and may insert the phrase “in part” between the words “based” and “on,” if applicable.

Digital distribution of GIS Data in its raw format or as a georeferenced image is prohibited, except Licensee is allowed to use parcel shapes and parcel identification numbers as an image service on its online Flood Hazard Map and Irrigation Rights Finder applications. These applications may permit viewing, however they may not permit downloading of the GIS information.

4. Reproduction of Documents

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

5. Reservation of Rights

GIS Data contains proprietary information belonging exclusively to Washington County. Washington County claims copyright and trade secret protection in the GIS Data including the selection, arrangements, 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 Data (including any digitally resampled and processed image derived from the GIS Data). 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 GIS Data and all output generated from the GIS Data are properly applied and remain intact and clearly legible. Washington County reserves all rights not expressly granted to Licensee.

6. Price and Payment

Washington County agrees to provide the GIS data to Licensee at no cost for exclusive government use.

7. Successors

Licensee may not assign, sublicense or transfer all or any part of Licensee’s rights or obligation under this agreement without Washington County’s written consent and any attempt to the contrary will be void and a material breach of this agreement. Washington 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

Washington 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 Washington 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 Washington 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, Licensee acknowledges that it accepts the GIS Data as is.

10. Term and Termination

This agreement will terminate automatically if Licensee breaches any provisions 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 Washington County under Section 5 (Reservation of Rights), or disclaimers under Section 8 (Warranties). Licensee is responsible for requesting 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, Washington County shall be entitled to preliminary and permanent injunctive relief to enforce the provision hereof, but nothing shall preclude Washington 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 Washington County in a court of competent jurisdiction in Washington County, Idaho within one year after the claim arises, or be barred. Licensee waives any right to a jury trial.

13. Miscellaneous

The 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 Washington County. Any provisions 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 provisions 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 _____

To be completed by Washington County's Representative

Name: _____

Signature: _____

Title: _____

Title: _____

Date: _____

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.