

IMPORTANT – PLEASE READ CAREFULLY BEFORE USING THE DEARBORN COUNTY GEOGRAPHIC INFORMATION SYSTEMS DATA:

DEARBORN COUNTY, INDIANA IS WILLING TO PROVIDE YOU ACCESS TO ITS GEOGRAPHIC INFORMATION SYSTEMS DATA ON A LIMITED BASIS ONLY UPON THE CONDITION THAT YOU ACCEPT ALL OF THE TERMS AND CONDITIONS CONTAINED IN THIS LIMITED DATA USAGE AND ACCESS AGREEMENT. PLEASE READ THE TERMS AND CONDITIONS CAREFULLY BEFORE USING THE DEARBORN COUNTY GEOGRAPHIC INFORMATION SYSTEMS DATA. BY MAKING USE OF THE PROVIDED DATA, YOU ARE INDICATING YOUR ACCEPTANCE OF THE DEARBORN COUNTY LIMITED DATA USAGE AND ACCESS AGREEMENT. IF YOU DO NOT AGREE TO THE TERMS AND CONDITIONS AS STATED, THEN DEARBORN COUNTY IS UNWILLING TO ALLOW ACCESS TO THE GEOGRAPHIC INFORMATION SYSTEM AND USAGE OF THE DATA. IN SUCH A CASE, ALL ACCESS MUST CEASE AND ALL DATA PRODUCTS MUST BE RETURNED TO DEARBORN COUNTY IMMEDIATELY.

LIMITED DATA USAGE AND ACCESS AGREEMENT

This is a Limited Data Usage and Access Agreement (the “Agreement”), and not an agreement for sale, between Dearborn County, Indiana, located at 215B West High Street, Lawrenceburg, Indiana 47025 (“Dearborn County”) and the Licensee identified on the signature page of this Agreement (the “Licensee”). This Limited Data Usage and Access Agreement gives the Licensee certain limited rights to use the Geographic Information Systems Data (“GIS Data”) as herein defined. All rights not specifically granted in this Limited Data Usage and Access Agreement are reserved by Dearborn County.

1. Disclaimer. The GIS Data provided by Dearborn County to the Licensee is a snapshot of live data at a certain time stamp. By signing this Agreement, the Licensee is stating that they understand that the GIS Data is a living document and that the data may change. The Licensee understands that data purchased one day may be inaccurate the next.

2. GIS Data Defined. As used herein, the term “GIS Data” refers to any raw GIS data and data products, electronic maps and/or data layers that are normally stored on Dearborn County’s server and that is made available to the Licensee for the Licensee’s access and/or use and includes any such raw GIS Data, electronic maps and/or data layers that are provided or made available to the Licensee on some medium other than Dearborn County’s server. The term “GIS” refers to Geographical Information System.

3. Grant of License. Subject to the terms and conditions of this Agreement, Dearborn County hereby grants to the Licensee a personal, nonexclusive, nontransferable license to use the GIS Data that Dearborn County provides or makes available to the Licensee. The Licensee shall protect the GIS Data from unauthorized use, reproduction, distribution, or publication. Dearborn County reserves exclusive ownership of the data and the right to grant usage and access rights to the GIS Data.

4. Proprietary Rights and Copyright. The Licensee acknowledges that the GIS Data: (1) Contains proprietary and confidential property of Dearborn County; (2) Is owned by Dearborn County; and (3) Is protected by United States copyright laws and applicable international copyright treaties and/or conventions.

5. Permitted Activities.

5.1 The Licensee may install the GIS Data onto permanent storage devices and reproduce a corresponding number of copies of the GIS Data for the Licensee's own internal use by the Licensee's own employees. The Licensee shall ensure that all of the Licensee's employees having access to the GIS Data are aware of and are in compliance with the Licensee's obligations under this Agreement. The Licensee may make the GIS Data available to third parties only with the prior written consent of Dearborn County and only if such third party also executes this Agreement with Dearborn County.

5.2 The Licensee may modify the data provided by Dearborn County and/or merge other data sets with the data and thereby produce derivative data. The Licensee may merge the data with other software, programs, functions, and/or digital materials and thereby create derivative works. Derivative data and derivative works shall continue to be subject to the terms and conditions of this Agreement. Derivative data and derivative works shall provide the following copyright attribution notice acknowledging Dearborn County's proprietary rights in the data: "Portions of this material include intellectual property of Dearborn County, Indiana and are used herein by permission. Information shown on any map or other data provided is not warranted for accuracy or merchantability by Dearborn County, Indiana." If requested by Dearborn County, derivative data and derivative works must be provided back to Dearborn County in digital form in the same file format (e.g., shapefile, CAD file, etc.) in which the data was originally provided.

5.3 The Licensee may use, copy, produce, and/or distribute derivative data and derivative works only in published hard-copy and/or in static, electronic (i.e., .gif, .jpeg, etc.) formats.

6. Uses Expressly Not Permitted. The Licensee shall **NOT**:

6.1 Sell, rent, lease, sublicense, lend, assign, time-share, distribute or transfer, in whole or in part, or provide any third party access to (except as provided in subsection 5.1 above), the GIS Data or the Licensee's rights under this Agreement.

6.2 Reverse engineer, decompile, or disassemble the GIS Data in an attempt to duplicate the proprietary and copyright-protected Dearborn County data model(s) and/or export format(s).

6.3 Sell, market, and/or distribute the GIS Data or any derivative data or derivative works in digital form.

6.4 Remove or obscure any Dearborn County copyright, proprietary, or trademark notices.

6.5 Use the GIS Data (or any information contained therein) for the purpose of selling, advertising or soliciting the purchase or sale of merchandise, goods or services or for any type of mass-marketing.

6.6 Sell, loan, give away, or otherwise deliver the GIS Data (or any information contained therein) to any other person or entity for the purpose of selling, advertising or soliciting the purchase or sale of merchandise, goods or services or for any type of mass-marketing.

7. **Term.** The limited data usage and access rights granted by this Agreement shall commence upon the Licensee's receipt of the data and data products and shall continue until such time that: (1) The Licensee has completed the contractual obligations for which the GIS Data was provided to the Licensee; (2) Dearborn County terminates this Agreement pursuant to the terms of this Agreement; or (3) The Licensee terminates this Agreement. Upon termination of this Agreement, the Licensee shall then return to Dearborn County all copies of the GIS Data and any derivative data and derivative works in digital form. Notwithstanding the termination of this Agreement, all provisions of this Agreement that operate to protect the rights of Dearborn County with respect to the GIS Data shall remain in full force and effect. Dearborn County and/or the Licensee may terminate this Agreement at any time with or without cause pursuant to the terms of this Agreement.

8. **Letter of Intended Use.** The Licensee shall provide Dearborn County with a Letter of Intended Use prior to being granted access to the Dearborn County GIS Data. Said Letter of Intended Use shall be kept on file by the Dearborn County GIS Services. Dearborn County reserves the right to deny access or request additional information upon receipt of the Letter of Intended Use. Denial of access or a request for additional information shall be determined by the Dearborn County GIS Coordinator or his/her designee. The Licensee may appeal a denial of access to the Dearborn County GIS Committee.

9. **No Warranty.** GIS maps do not constitute a survey nor an engineering drawing. GIS data and data products are not warranted and the Licensee expressly acknowledges that the data may contain some nonconformities, defects, or errors. Dearborn County does not warrant that the data will meet the Licensee's needs or expectations, that the use of the data will be uninterrupted, or that all nonconformities, defects, or errors can or will be corrected. Dearborn County is not inviting reliance on this data. Reliance is at the Licensee's risk and the Licensee should always verify actual data. **The GIS Data is provided "AS IS", without warranty of any kind, either express or implied, including, but not limited to, the implied warranties of merchantability and fitness for a particular purpose.** Dearborn County makes no warranties with respect to the intellectual property rights of third parties. If, by reason of any third party infringement claim, the Licensee shall be prevented or enjoined from using the GIS Data, Dearborn County's liability shall in no event exceed the amount paid by the Licensee to Dearborn County for the GIS Data.

10. Exclusive Remedy and Limitation of Liability. Dearborn County's entire liability and the Licensee's exclusive remedy under this Agreement shall be to terminate this Agreement upon the Licensee returning the GIS Data and any derivative data and derivative works to Dearborn County. In no event shall Dearborn County be liable for costs of procurement of substitute goods or services, lost profits, lost sales or business expenditures, investments, or commitments in connection with any business, loss of any goodwill, or for any direct, indirect, actual, special, incidental, punitive, exemplary, consequential or other damages arising out of this Agreement or use of the GIS Data, however caused, on any theory of liability, and whether or not Dearborn County has been advised of the possibility of such damage. These limitations shall apply notwithstanding any failure or essential purpose of any exclusive remedy.

11. Remedies of Dearborn County. In the event of any breach of this Agreement by the Licensee, Dearborn County shall be entitled to: (1) Terminate this Agreement by giving written notice to the Licensee; and/or (2) Prohibit the Licensee from receiving any further electronic data from Dearborn County; and/or (3) Institute and exercise any and all other rights and remedies which may be available at law or in equity arising by reason of such breach, including a lawsuit for injunctive relief, specific performance and/or damages; and (4) Recover all reasonable costs and expenses, including attorney fees, legal expenses, consultants' fees and Court costs incurred by Dearborn County due to such breach, all without relief from valuation and appraisal laws.

12. No Implied Waivers. No failure or delay by Dearborn County in enforcing any right or remedy under this Agreement shall be construed as a waiver of any future or other exercise of such right or remedy by Dearborn County.

13. Export Regulation. The Licensee acknowledges that this Agreement and the performance thereof are subject to compliance with any and all applicable United States laws, regulations, or orders relating to the export of data. The Licensee agrees to comply with all laws, regulations, and orders of the United States in regard to any export of technical data. The Licensee agrees not to disclose or re-export any technical data received under this Agreement in or to any countries for which the United States Government requires an export license or other supporting documentation at the time of export or transfer, unless the Licensee has obtained prior written authorization from Dearborn County and the United States Office of Export Control.

14. Severability. If any provision(s) of this Agreement shall be held to be invalid, illegal, or unenforceable by a Court or other tribunal of competent jurisdiction, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

15. Governing Law. This Agreement, entered into in Dearborn County, Indiana, shall be construed and enforced in accordance with and be governed by the laws of the United States of America and the State of Indiana without reference to conflict of law principles. The parties hereby consent to the personal jurisdiction exclusively of the Courts of Dearborn County, Indiana and waive their rights to change venue.

16. Entire Agreement. The parties agree that this constitutes the sole and entire agreement of the parties as to the matter set forth herein and supersedes any previous agreements, understandings, and arrangements between the parties relating hereto.

17. Execution; Authority. If the Licensee is not an individual, the undersigned individual represents and warrants to Dearborn County that the undersigned has full authority to execute this Agreement on behalf of the Licensee and that this Agreement, once executed by the undersigned individual, shall be binding on the Licensee.

IN WITNESS WHEREOF, this Agreement is executed by the Licensee on the date indicated below.

Name of Licensee:
Street Address:
City, State, Zip Code:
Telephone Number:
Email:

Authorized Signature: _____

Print: _____

Office/Title: _____

Date: _____