

DIGITAL MAPPING PRODUCT LICENSING AGREEMENT

THIS AGREEMENT is a license and is made and entered into by and between Polk County, Iowa (hereafter referred to as “County”) and _____ (hereafter referred to as “User”) for the use of the Geographic Computer Database, as specified on Attachment A, from Polk County, Iowa (hereafter referred to as “Product”).

WHEREAS, the County is the developer of the Product specified in the agreement with the right to license and distribute the Product; and

WHEREAS, the User desires a license to use the Product and the County 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:

I. AREA OF COVERAGE AND PRODUCT(S)

This agreement is for the use of digital map products providing an area of coverage of Polk County, Iowa as described on Attachment A or subsequent amendments thereto.

II. USE

A. Permitted Uses By The User:

- a) The User may make internal copies of the Product solely for the purpose of supporting the User in its business activity;
- b) The User may make hard copies of the Product solely for the purpose of supporting the User in its business activity. This shall not restrict the User from making hard copies for public and non-commercial use.

B. Restrictions On Use:

- a) Unauthorized Use. The User shall not sell, loan, rent, assign, distribute or otherwise transfer the Product in any digital form or format, (including, but not limited to, networks, timesharing, or multiple CPU arrangements).
- b) Copies. The User shall not duplicate the Product in digital format except as provided by this Agreement. This User may translate the Product into other digital formats. These “conversions” shall be subject to the same restrictions as the product under this Agreement.

C. Reserved Rights:

The County shall retain all rights, title and interest in the Product and subsequent digital copies, including the right to license the products covered by this license to other users.

III. WARRANTY

A. No Warranty

- a) **The County disclaims any warranties, express or implied, respecting this agreement or Product, including but not limited to, the implied warranties of merchantability and fitness for a particular purpose arising out of or in connection with this agreement.**
- b) **The product is provided “as is” without warranty or any representation of accuracy, timeliness or completeness. The burden for determining accuracy, completeness, timeliness, merchantability and fitness for or the appropriateness for use rests solely on the User.**
- c) **The User acknowledges and accepts the limitations of the Product, including the fact that the Product is dynamic and is in a constant state of maintenance, correction and update.**
- d) **The County shall not be responsible for delays or inability to service or deliver, caused directly or indirectly by strikes, accidents, climatic conditions, or other reasons of similar nature beyond its control.**

B. Liability

The County shall not be liable for any activity involving the Product.

C. Remedy

- a) User’s sole and exclusive remedy for defective delivery media will be to return the Product within 60 days of receipt.
- b) The County shall, at its discretion, retain the returned Product and refund the fee for the Product, or replace the Product, or repair the Product and return it to the User.

IV. ASSIGNMENT AND TRANSFER

User shall not 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 without prior consent of the County.

V. TERM

- a) The term of this agreement shall not be restricted to time except as set forth in paragraph (b) below and shall commence the date the agreement is executed.
- b) The term of the license shall expire at such time the User discontinues use of the Product, or 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 the County by giving written notice of such revocation to the User.

VI. TERMINATION

Upon termination the User shall return all copies of the Product to the County or destroy all copies, in part and in whole, as directed by the County.

VII. PAYMENT

Initial payment of fees shall be made at the time the license is granted. The fees are set by the County in its sole discretion. The fee for this product shall be established in Attachment A.

VIII. GENERAL

- a) The parties agree and stipulate that in the event of a dispute, jurisdiction shall reside in the State of Iowa, and this agreement will be governed and controlled by the laws of the State of Iowa.
- b) If any provision(s) of this agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not, in any way, be affected or impaired thereby.
- c) No action, regardless of form, arising out of this agreement may be brought by either party more than (2) years after the cause arising or, in the case of nonpayment, more than two (2) years from the date the last payment was due.

This agreement is subject to the terms and conditions set fourth above. This instrument, and any and all attachments and addendum's, contains the entire agreement between the parties, and no statement, promises, or inducement by either party or agent of either part that are not contained in this written contract shall be valid or binding.

In witness whereof, this agreement is executed on the date set forth under the parties names.

Polk County, Iowa

USER

Title: _____

Title: _____

Name: _____

Name: _____

Signature: _____

Signature: _____

Date: _____

Date: _____