

RAMSEY COUNTY GIS LICENSE AGREEMENT

Agreement No: 02R

DEFINITIONS

- A. COUNTY means the County of Ramsey, a political subdivision of the State of Minnesota.
- B. DATABASE means Ramsey County's digital geographic database or a portion thereof.

PURPOSE The purpose of this Agreement ("License") is to define the rights and obligations of the parties with respect to the granting of a license, by the COUNTY to the Licensee for the use of the DATABASE or a portion thereof.

TERM Regardless of the date of the signatures hereunder, this License shall be in effect from the date of the Licensee's receipt, in digital form, of any portion of the DATABASE until the return or certified destruction of the DATABASE by Licensee, unless earlier terminated by law or according to the terms herein.

ACKNOWLEDGMENT Licensee acknowledges that the DATABASE is a creative selection, coordination, arrangement, and method of arrangement of data which is identified as being subject to copyright protection; is self developed software under Minn. Stat. §375.96; and is an entire or substantial and discrete portion of a pattern, compilation, method, technique, process, database, or system developed with significant expenditure of funds by the COUNTY under Minn. Stat. §13.03.

OWNERSHIP The DATABASE is the property of the COUNTY. The COUNTY reserves all rights of ownership, title, and control of the DATABASE and it may only be used as authorized herein.

OBLIGATION OF CONFIDENTIALITY Licensee agrees that it will treat the DATABASE as confidential and/or trade secret information. Licensee will use its best efforts to maintain the DATABASE in a secure manner to preclude use, dissemination, or disclosure not authorized by this License. Licensee will inform any employees or contractors having access to the DATABASE of the provisions of this License.

LICENSE GRANT The COUNTY grants to the Licensee a non-exclusive, non-transferable, limited license to use the DATABASE in accordance with the provisions of this License.

- A. Licensee may use the DATABASE only in connection with its own projects and developments.
- B. The obligations of the Licensee to protect confidentiality which are established by this agreement apply to the DATABASE itself and not to any graphic representation or products produced by the licensee while using the DATABASE.
- C. Licensee may not sell or transfer any portion of the DATABASE furnished to Licensee.
- D. Licensee may produce hardcopy maps (paper drawings).
- E. Licensee shall not, in whole or in part, assign, sublease, extend, absorb or otherwise transfer this License agreement, or any right granted under this license agreement.

Licensee expressly agrees that violation of the terms of this provision will terminate all rights granted by this License

COPYRIGHT NOTICE The DATABASE is Copyright © by Ramsey County, Minnesota, all rights reserved. Except as expressly provided herein, no part of the DATABASE may be copied, reproduced, sold, transferred, or transmitted in any form, or by any means, whether graphic, electronic, or mechanical, including photocopying, recording, or by an information storage or retrieval system, without express prior written permission of the County. Any graphic representations or products produced by the licensee while using the DATABASE shall bear a notice of copyright by the COUNTY.

TERMINATION Upon termination of this Agreement Licensee shall, within five (5) days return the DATABASE to the COUNTY and certify in writing that all other copies thereof have been destroyed.

DATABASE UPDATES The terms of this agreement shall apply to Licensee's receipt of the DATABASE or any portion thereof, whether prior to, concurrent with or subsequent to the date of execution of this agreement.

LICENSE FEES For license of the DATABASE Licensee may pay a fee determined upon execution of this agreement. The license fee may be amended from time to time determined by the COUNTY.

DISCLAIMER EXCEPT AS EXPRESSLY STATED HEREIN, THIS DATA IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. LICENSEE BEARS ALL RISK RELATING TO QUALITY AND PERFORMANCE OF THE DATABASE.

LIMIT ON LIABILITY The DATABASE is not a legally recorded map or a survey and should not be used for such purposes. The DATABASE is a compilation of records and information from various state, county, and city offices, and other sources, and should be used only as a reference.

In no event will the COUNTY be liable for direct, indirect, special, incidental, or consequential damages arising out of the use of, or inability to use the DATABASE even if advised of the possibility of such damages. Specifically, the COUNTY is not responsible for any costs including, but not limited to, those incurred as a result of lost profits or revenue, loss of use of data, the costs of recovering such programs or data, the costs of any substitute programs or data, claims by third parties, or for other similar costs.

The sole responsibility of the COUNTY and the Licensee's exclusive remedy for any substantial defect which impairs the Licensee's use of the data for the purposes stated herein shall be the right of termination of this license and a refund of any fee paid.

MINNESOTA LAW TO GOVERN This agreement shall be governed by and construed in accordance with the substantive and procedural laws of the State of Minnesota, without giving effect to the principles of conflict of laws. All proceedings related to this agreement shall be venued in the State of Minnesota.

MODIFICATIONS Any alterations, variations, modifications, or waivers of the provisions of this Agreement shall only be valid when they have been reduced to writing, and signed by the Authorized Representatives of the COUNTY and Licensee.

COUNTY OF RAMSEY

LICENSEE

By: _____
James E. Tolaas, P.E.
Ramsey County Engineer

By: _____
Printed Name: _____

Title: _____

Dated: _____

Organization: _____

Dated: _____