

UMATILLA COUNTY GIS DATA LICENSING AGREEMENT (TERMS AND CONDITIONS)

This agreement is a license between the LICENSED USER ("USER"), and UMATILLA COUNTY.

Umatilla County is the designer and developer of product specified in this agreement ("PRODUCT") with the right to license and distribute the PRODUCT; and

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

The USER desires to purchase and to use the PRODUCT and Umatilla County desires to provide the PRODUCT and grant 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;

The parties agree as follows:

1. PRODUCT

1.1 Licensed PRODUCT(s). This license applies to the PRODUCT as listed in this agreement.

1.2 Grant of License. Conditioned on payment and the performance of the covenants and obligations of the USER, Umatilla County conveys to USER a non-exclusive license to the PRODUCT.

1.3 This agreement does not constitute a sale of any right or interest in any Umatilla County database. Umatilla County reserves all rights to the data that are not expressly granted to USER by this agreement.

2. USE

2.1 Permitted Use. This license is granted for the sole purpose of permitting the USER to use the PRODUCT in its lawful 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, Internet, Intranets, timesharing, or multiple CPU arrangements) unless authorized in writing by Umatilla County.

(b) Copies. USER shall not duplicate the PRODUCT except for the following:

1. USER may make copies 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. Umatilla County 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. UPDATE OF DIGITAL DATA

Updates of the licensed digital data may be made available by County for an additional fee.

4. TERM

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 at which time the license immediately shall be revoked. The license shall be revoked by Umatilla County giving written notice of such revocation to the USER. In addition, Umatilla County may take any further action available including injunctive relief and damages.

5. PAYMENT

5.1 Time for Payment. Payment of fees shall be made prior to the license being granted and delivery of PRODUCT.

5.2 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.

6. DELIVERY

Umatilla County shall deliver the PRODUCT to USER pursuant to the following conditions:

(a) Umatilla County shall package, ship and deliver the PRODUCT to the USER at the address specified in the agreement or a designated alternate address.

(b) Umatilla County shall not assume any liability for shipment of the PRODUCT.

(c) The carrier shall not be considered an agent of Umatilla County.

(d) Umatilla County 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 Umatilla County is prevented from meeting those dates by any causes beyond its reasonable control.

7. WARRANTY

7.1 Limited Warranty

(a) Umatilla County shall use its best efforts to ensure that the PRODUCT is delivered free of physical defect.

(b) Umatilla County shall have the sole authority to determine whether the PRODUCT, at the time of delivery, was free of physical defect.

(c) Umatilla County disclaims any other warranties, express or implied, respecting this agreement or the PRODUCT.

(d) The data contained in the PRODUCT is collected for general planning purposes and Umatilla County does not warrant the accuracy of data originating from Umatilla County records or other jurisdictions.

(e) USER is responsible for independently verifying all information and data provided by Umatilla County.

(f) The data received by USER will be current only to the date through which that data was last updated.

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) Umatilla County 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, publish, lease, sell, distribute, make, transfer or assign the PRODUCT or engage in any other transaction that has the effect of transferring the right of use or part of the PRODUCT, without prior written consent of Umatilla County.

9. LIABILITY

Umatilla County 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.

(d) Any foreseeable or unforeseeable damages.

10. TERMINATION

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

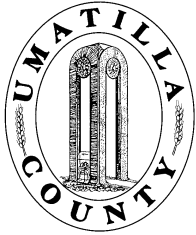
10.2 Return of the PRODUCT and Copies. The PRODUCT and any copies of the PRODUCT shall be returned to Umatilla County within 30 days from the date this license expires or immediately if revoked.

11. MISCELLANEOUS

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

11.2 Entire Agreement. This license contains the entire agreement of the parties and no other agreement or promise made by any party, which is not contained in this agreement, shall be binding or valid.

11.3 Authority. Persons whose signatures appear as "LICENSED USER" on this agreement 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.



Umatilla County GIS Data License Agreement

Provide the details of the Licensed User and GIS Data Products

License Number: _____ Date: _____
Contact Person: _____ Phone: () _____
Company/Agency: _____
Mailing Address: _____
Email Address: _____

PRODUCT DESCRIPTION	COST
1. _____	_____
2. _____	_____
3. _____	_____
4. _____	_____
5. _____	_____
6. _____	_____
7. _____	_____
8. _____	_____
9. _____	_____
10. _____	_____
	Sub-Total _____
	Shipping/Handling _____
	GRAND TOTAL _____

I, the undersigned, agree to the Terms and Conditions of the GIS Data Licensing Agreement as listed above.

Licensed User (Print) and Title

X _____
Signature of Licensed User

Date