EATON COUNTY GEOSPATIAL DATA LICENSE AGREEMENT

As a convenience, the County of Eaton, Michigan ("County") makes this collection of geospatial digital information ("Data") available for download. In order to use any of the Data, you must agree to the terms and conditions of the License Agreement below. You agree to the License Agreement by either: (1) clicking to accept the License Agreement; or (2) downloading or using any of the Data

- 1. The County hereby grants Licensee a non-exclusive, limited, and revocable license to use, reproduce, and distribute the Data subject to the terms and conditions stated in this License Agreement. The license granted in this License Agreement shall be effective from the date of delivery of the Data. During the term of this License Agreement, the County shall retain all right, title and interest in the Data, including, but not limited to, any patent, copyright or other intellectual property rights.
- 2. The Data contains information compiled and processed by the County and third parties. The Data is a representation of physical conditions at the time of measurement, and those conditions may be subject to change. The County makes no representation or warranty that the information contained in the Data is accurate, true or correct. In using the Data, Licensee and any third party that accesses or uses the Data or uses any application produced or provided by the Licensee that uses the Data does so at its own risk and assumes all liability arising from the use of the Data or an application that uses the Data.
- 3. THE COUNTY PROVIDES THE DATA TO THE LICENSEE ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.
- 4. The Licensee and any third party that access or use the Data or use any application produced or provided by the Licensee that uses the Data understand that the Data is not a legal description, and is in no way a substitute for recorded documents or surveys regarding real property.
- 5. The Licensee agrees that the County and its elected officials, employees, and agents shall not be liable for damages of any kind (including, but not limited to, loss of use, time or data, inconvenience, commercial loss, business interruption, lost profits or savings, or the cost of computer equipment and software) arising from the use of the Data or any application that uses the Data including, but not limited to, direct, indirect, incidental, punitive and consequential, or special damages. The Licensee shall display or include this disclaimer in any use agreement for any application of the Data created or provided by the Licensee.
- 6. The Licensee shall defend, indemnify, and hold harmless the County, together with any and all of the County's elected officials, employees and agents, from and against any and all claims, losses, liabilities, damages and expenses (including reasonable attorneys' fees and court costs) of any kind whatsoever for any action or claim brought against the County arising from or concerning licensee's use of the Data or any person's use of the Data in a Derivative Work created or provided by Licensee. "Derivative Work" means a work that is based in any way or to any extent on the Data.
- 7. The Licensee agrees that only the County and its agents shall have the right to alter, maintain, enhance, terminate or otherwise modify the Data.

- 8. Any Derivative Work created by the Licensee shall bear the following notice:
 - "Reproduced with permission granted by the County of Eaton, Michigan. Some information has been provided subject to a non-exclusive, limited, and revocable license granted by the County of Eaton, Michigan."
- 9. While the Data is being provided at no charge at this time, nothing in this License Agreement precludes the County from charging for the Data in the future.
- 10. This License Agreement shall be governed by and interpreted under the laws of the State of Michigan without regard to conflict of law provisions. Any dispute arising out of this License Agreement shall be subject to the exclusive venue of the courts of the State of Michigan.
- 11. No modification to this License Agreement, nor any waiver of any rights, shall be effective except by an instrument in writing signed by the Licensee and the County, and the waiver of any breach or default shall not constitute a waiver of any other right hereunder or any subsequent breach or default.
- 12. This License Agreement constitutes the complete and exclusive agreement between the County and the Licensee with respect to the Data and use of the Data and supersedes all prior oral or written understandings, implied or explicit agreements, communications, or agreements not specifically incorporated here.
- 13. If any provision of this License Agreement is held to be invalid by a court of competent jurisdiction, then the remaining provisions will nevertheless remain in full force and effect.
- 14. The Licensee agrees that, if the County does not exercise or enforce any legal right or remedy contained in this License Agreement (or that the County has the benefit of under any applicable law), this will not be taken to be a formal waiver of the County's rights and that those rights or remedies will still be available to the County. Any waiver of any provision of this License Agreement will be effective only if the County expressly states in a signed writing that it is waiving a specified provision.
- 15. By accessing or using the Data, the Licensee indicates that it has read, understands, and agrees to the terms and conditions of this License Agreement.
- 16. All notices and other communications under this agreement shall be delivered by first class mail to:

Technology Services Director Eaton County 911 Courthouse Drive Charlotte, MI 48813