

## **IMPORTANT**

### **READ CAREFULLY BEFORE USING THE ST. JOSEPH COUNTY GEOGRAPHIC INFORMATION SYSTEMS DATA**

**ST. JOSEPH COUNTY, INDIANA IS WILLING TO PROVIDE THE REQUESTED GEOGRAPHIC INFORMATION SYSTEMS DATA TO YOU ON A PROVISIONAL BASIS WHILE ENGAGED IN CONTRACTUAL WORK WITH A ST. JOSEPH COUNTY DEPARTMENT ONLY UPON THE CONDITION THAT YOU ACCEPT ALL OF THE TERMS AND CONDITIONS CONTAINED IN THIS PROVISIONAL DATA USAGE AGREEMENT. PLEASE READ THE TERMS AND CONDITIONS CAREFULLY BEFORE USING THE ST. JOSEPH COUNTY GEOGRAPHIC INFORMATION SYSTEMS DATA. BY MAKING USE OF THE PROVIDED DATA, YOU ARE INDICATING YOUR ACCEPTANCE OF THE ST. JOSEPH COUNTY PROVISIONAL DATA USAGE AGREEMENT. IF YOU DO NOT AGREE TO THE TERMS AND CONDITIONS AS STATED, THEN ST. JOSEPH COUNTY IS UNWILLING TO ALLOW TEMPORARY USAGE OF THE DATA AND RELATED MATERIALS TO YOU AND ALL DATA PRODUCTS SHOULD BE RETURNED TO ST. JOSEPH COUNTY IMMEDIATELY.**

#### **ST. JOSEPH COUNTY, INDIANA PROVISIONAL DATA USAGE AGREEMENT**

This is a provisional data usage agreement, and not an agreement for sale, between the end user and St. Joseph County, Indiana, by and through its Board of Commissioners (hereinafter referred to as "St. Joseph County"), located at 227 W. Jefferson Blvd, South Bend, Indiana 46601. This provisional data usage agreement gives end user certain limited rights to use the data and related materials. All rights not specifically granted in this data usage agreement are reserved to St. Joseph County.

St. Joseph County reserves exclusive data ownership and grant of usage rights to the St. Joseph County data and related materials provided to the end user under this agreement and, hereby, grant to end user a personal, nonexclusive, nontransferable license to use the data and related materials based on the terms and conditions of this data usage agreement. End user agrees to use reasonable effort to protect the data and related materials from unauthorized use, reproduction, distribution, or publication.

### **Proprietary Rights and Copyright**

End user acknowledges that the data and related materials contain proprietary and confidential property of St. Joseph County. The data and related materials are owned by St. Joseph County and are protected by United States copyright laws and applicable international copyright treaties and/or conventions.

### **Permitted Uses**

- End user may install the data or portions of the data onto permanent storage device(s) and reproduce a corresponding number of copies of the related materials for end user's own internal use.

- End user may modify the data provided from St. Joseph County and merge other data sets with the data for end user's completion of contractual obligations to a St. Joseph County department. The portions of the data merged with other data sets will continue to be subject to the terms and conditions of this agreement. Derivative data must be provided back to St. Joseph County in digital form.
- End user may use, copy, alter, modify, merge, reproduce, and/or create derivative works of the data documentation for end user's completion of contractual obligations to a St. Joseph County department. The portions of the documentation merged with other software, data, hard copy, and/or digital materials shall continue to be subject to the terms and conditions of this agreement and shall provide the following copyright attribution notice acknowledging St. Joseph County's proprietary rights in the documentation: "Portions of this material include intellectual property of St. Joseph County, Indiana and are used herein by permission. Reproduction of this material is not permitted without the written permission of St. Joseph County, Indiana."
- End user may use, copy, reproduce, and/or redistribute the data or any derived portion(s) of the data in published hard-copy and/or in static, electronic (i.e., .gif, .jpeg, etc.) formats for end user's completion of contractual obligations to a St. Joseph County department. The data related hard copy, and/or digital materials shall continue to be subject to the terms and conditions of this agreement and shall provide the following copyright attribution notice acknowledging St. Joseph County's proprietary rights in the data: "Portions of this material include intellectual property of St. Joseph County, Indiana and are used herein by permission. Information shown on this map is not warranted for accuracy or merchantability. Reproduction of this material is not permitted without the written permission of St. Joseph County, Indiana."
- End user may use, copy, reproduce, and/or redistribute the data and/or related materials or any derived portion(s) of the data and/or related materials in published hard-copy and/or in static electronic (i.e., .gif, .jpeg, etc.) formats, provided that end user has obtained written approval for further release of any St. Joseph County data and/or related materials. Additionally, any approved for release of data and/or related material products must affix a legend statement and/or attribution notice acknowledging St. Joseph County as the source of the portion(s) of the data and/or related materials displayed, printed, or plotted.

## Uses Expressly Not Permitted

- **End user shall not** sell, rent, lease, sublicense, lend, assign, time-share, or transfer, in whole or in part, or provide unlicensed third parties access to the data, related materials, any updates, or end user's rights under this data usage agreement.
- **End user shall not** reverse engineer, decompile, or disassemble the St. Joseph County data in an attempt to duplicate the proprietary and copyright-protected St. Joseph County data model(s) and/or export format(s).
- **End user shall not** remarket, resell, and/or redistribute the data and/or related materials or any derived portion(s) of the data and/or related materials in its digital form to unlicensed third parties.

- **End user shall not** remove or obscure any St. Joseph County copyright, proprietary, or trademark notices.

## Term

The provisional data usage capabilities granted by this agreement shall commence upon end user's receipt of the data and related materials and shall continue until such time that

- (1) End user has completed the contractual obligations for which the data and related materials were provided to the end user or;
- (2) St. Joseph County terminates this agreement or;
- (3) St. Joseph County terminates the agreement for which the data and related materials were provided to the end user.

Upon termination of this agreement, or the date entered here \_\_\_\_\_ end user shall then return to St. Joseph County all copies of the data and related materials and any derivative works. The parties hereby agree that all provisions that operate to protect the rights of St. Joseph County shall remain in force should breach occur.

## No Warranty

The data are not warranted and end user expressly acknowledges that the data contain some nonconformities, defects, or errors. St. Joseph County does not warrant that the data will meet end user'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. St. Joseph County is not inviting reliance on these data, and end user should always verify actual data. **The data and related materials contained therein are 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.**

## Exclusive Remedy and Limitation of Liability

The St. Joseph County entire liability and end user's exclusive remedy shall be to terminate the provisional data usage agreement upon end user returning the data and related materials and any derivative works to St. Joseph County.

In no event shall St. Joseph 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 indirect, special, incidental, exemplary, or consequential damages arising out of this agreement or use of the data and related materials, however caused, on any theory of liability, and whether or not St. Joseph County has been advised of the possibility of such damage. These limitations shall apply notwithstanding any failure of essential purpose of any exclusive remedy.

## No Implied Waivers

No failure or delay by St. Joseph 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 St. Joseph County.

**Export Regulation**

End user 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 thereto. End user agrees to comply with all laws, regulations, and orders of the United States in regard to any export of such Technical Data. End user 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 End user has obtained prior written authorization from St. Joseph County and the U.S. Office of Export Control.

**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.

**Governing Law**

This Agreement, entered into in St. Joseph County, 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 of the courts of St. Joseph County and waive their rights to change venue.

**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.

**Signature**

The undersigned agrees to the above listed terms of use for the St. Joseph County data, and is duly authorized to execute this provisional data usage agreement on behalf of the organization identified.

<b>By:</b>	_____	<b>Date:</b>	_____
<b>Printed Name:</b>	_____		
<b>Title:</b>	_____		
<b>Company:</b>	_____		
<b>Address:</b>	_____		
<b>Phone:</b>	_____		
<b>Email:</b>	_____		