



LICENSE AGREEMENT FOR OLMSTED COUNTY DATA

THIS AGREEMENT is entered on _____, between OLMSTED COUNTY, Minnesota, and the LICENSEE of _____.

DEFINITIONS

COUNTY refers to OLMSTED COUNTY, Minnesota. (Licensor)

LICENSEE shall mean all organizations or individuals that are not an OLMSTED COUNTY governmental entity consisting of any city, township or village.

CONTACT PERSON shall refer to LICENSEE'S designated person as the primary contact for data exchange. Shall also mean the individual designated in Article 12 of this agreement.

CONSULTANTS shall refer to third party contracted on a temporary basis by the LICENSEE.

DATA OR DATA SETS shall mean digital databases and any other file types that are stored, maintained, and accessed using any computing device to include but not limited to the following:

Parcel Detail Data

Building Data

Special Assessment Data

Tax Data

Land Data

Sales Data

OBY Data

Assessment Data

DERIVATIVE PRODUCTS shall mean all works created by the LICENSEE which are based upon or incorporate all or part of the data, such as revision, modification, translation, abridgement, condensation, expansion, collection, compilation, or any other form which can be recast, transformed, or adopted in the form of digital data.

1. OWNERSHIP

1.01 The COUNTY has produced LICENSED DATA SETS of original digital data. They are licensed for use, not sold. The COUNTY reserves all rights of authorship granted under U.S. and International copyright laws and agreements and by Minnesota Government Data Practices Act, as amended.

1.02 By signing below, the LICENSEE agrees to abide by all terms and conditions of this agreement. This document constitutes the entire agreement between the COUNTY and LICENSEE and it supersedes any prior agreement/s, oral or written.

1.03 This Agreement does not constitute a transfer of title or interest in the core DATA.

Any portion of this data that is modified or merged into another computer file or program by the LICENSEE, or are integrated with other programs or data to form derivative products, shall continue to be subject to the provisions of LICENSE AGREEMENT. The COUNTY retains ownership of the core DATA and all such portions.

1.04 LICENSEES contractually employed by the COUNTY to perform work may request any available DATA to facilitate completion of the contractual arrangements. LICENSEE agrees, within 30 days after completion of the work, to return all DATA to the COUNTY. Accompanying return of the DATA, LICENSEE shall prepare a written letter addressed to the COUNTY confirming that all DATA have been removed from all LICENSEE-owned electronic storage devices.

1.04.1 If the LICENSEE fails to comply with the above described requirements in Section 1.04, LICENSEE shall be charged the full cost of the DATA based on the COUNTY'S current fee schedule. LICENSEE hereby agrees to make such payment within 30 days of receipt of a COUNTY invoice.

1.04.2 Refer to Section 6 of this LICENSE AGREEMENT for further requirements.

1.04.3 LICENSEE shall provide the electronic media required to produce a copy of the requested DATA SETS.

2. PROTECTION OF PRIOPRIETARY RIGHTS

2.01 Reproduction or redistribution of copyrighted, DATA (hard or soft copy) or products derived there from outside of the LICENSEE, without the express, written consent of OLMSTED COUNTY, is forbidden, except as expressly provided as follows:

2.01.1 Redistribution of any portion of DATA to CONSULTANTS working for the LICENSEE is permitted only for purposes related to the LICENSEE'S business. Such CONSULTANTS may not further reproduce or redistribute said DATA, and such copies must be returned to the LICENSEE upon completion of the CONSULTANT'S work.

2.01.2 Any approved reproduction and redistribution of any portion of the DATA for non-profit, non-commercial purposes must include proper credits as detailed under **CREDITS**.

2.02 "LICENSEE is aware that the DATA was created as part of a computer software program owned by Tyler Technologies, Inc. OLMSTED COUNTY is obligated as part of its agreement with Tyler Technologies, Inc to protect the intellectual property developed by Tyler Technologies, Inc and so LICENSEE promises that in its use of the DATA, it will not attempt to deconstruct or otherwise attempt to use the intellectual property developed by Tyler Technologies, Inc in a manner which is not authorized by this agreement and by Tyler Technologies, Inc".

3. LIABILITY

3.01 There are no warranties that accompany this data.

3.02 The burden for determining 'fitness for use' rests entirely upon the LICENSEE. The COUNTY recommends that users of this data confirm the data provided. In no event shall OLMSTED COUNTY be liable to the customer or any third party for errors, omissions or accuracy of this product, regardless of the form of claim or action, whether in contract or tort, including negligence, in the amount that exceeds the sum paid by the customer for the product.

3.03 The COUNTY will not be liable in any way for accuracy of the data, and assume no responsibility whatsoever for direct, indirect, special, consequential, exemplary or other damages.

3.04 The LICENSEE agrees to indemnify, hold harmless and defend the COUNTY, its employees, agents and representatives from any and all claims, damages, liabilities and expenses arising from the LICENSEE'S use of the DATA and/or their DERIVATIVE PRODUCTS.

4. DELIVERIES

4.01 The COUNTY agrees to provide the DATA , in electronic media format, to the LICENSEE.

4.02 The LICENSEE agrees to assign a person to be the CONTACT PERSON who shall provide coordination for receiving DATA. The name of the CONTACT person shall be provided to the COUNTY.

5. DATA AND DATA SET STANDARDS

5.01 The COUNTY uses the DATA STANDARDS developed at the time the DATA was created. DATA or DATA provided to LICENSEES will be made available based on these standards.

6. DISTRIBUTION OF THE DATA

6.01 The DATA is to be solely retained by the LICENSEE. In no instance, can this data be sold, copied, leased, loaned, or transferred, in whole or part to other public agencies, private individuals, private firms, or non-profit entities except as allowed by Article 2.

7. COSTS

7.01 Use of the DATA are licensed by the COUNTY according to the COUNTY'S adopted Fee Schedule.

7.02 License fees for all electronic DATA are determined by the COUNTY'S Board of Commissioners as authorized under the Minnesota Government Data Practices Act, as amended.

7.03 Fees paid are not refundable.

7.04 Prepayment of all DATA is required.

8. UPDATES

8.01 The DATA are licensed and distributed 'as is' on a one-time basis.

8.02 The COUNTY is under no obligation to inform the LICENSEE of data updates, alterations, or accuracy errors discovered thereafter. The burden of ordering and paying for updated copies of DATA rests entirely upon the LICENSEE.

8.03 Revisions may be made at the COUNTY'S discretion on a time and funding available basis.

9. CREDITS

9.01 The LICENSEE specifically agrees not to misrepresent the DATA, not to imply that changes made by the LICENSEE were approved by the COUNTY unless express written permission is received by the COUNTY.

10. SEVERABILITY OF PROVISIONS AND VENUE

10.01 If any portion of this agreement is found to be invalid or unenforceable, the remaining provisions will remain enforceable to the fullest extent permitted by law. Any cause of action arising from this agreement shall be venued by OLMSTED COUNTY, Minnesota and decided pursuant to applicable Minnesota and federal law.

11. AMENDMENTS

11.01 The COUNTY reserves the right to amend this license agreement.

12. AUTHORIZATION

12.01 This signatory for the LICENSEE represents and warrants that s/he is authorized to execute this document on behalf of LICENSEE.

Organization: _____

Contact: _____ Title: _____

Address: _____

City, State, Zip: _____

Email: _____

Phone: _____ Fax: _____

Signature _____ Date: _____

Data Requested: _____
