

# EL PASO COUNTY



## SUPPORT SERVICES DEPARTMENT INFORMATION TECHNOLOGIES DIVISION

### Geographic Information System Product License Agreement

The undersigned on behalf of

(hereafter referred to as "the Customer") in accepting from El Paso County (hereafter referred to as "EPC") Geographic Information System (GIS) Products, hereby acknowledges the limitations of the Products and the information contained therein and restrictions on its use:

1. EPC grants the Customer a non-exclusive, non-transferable license to use the Products for internal use by the Customer and its clients and contractors. The Products are being provided to the Customer for the sole purpose of:

2. The Products provided are:

3. Customer is granted the right to use the products from \_\_\_\_\_ to \_\_\_\_\_.

4. Delivery of the Products to the Customer shall be made by EPC only after the Customer has fully executed this unmodified agreement and returned it to EPC Information Technologies.

5. This Agreement does not constitute a sale of any title or interest in the Products. EPC reserves all rights not expressly granted to the Customer by this Agreement.

6. The Customer understands this is a one-time delivery and that EPC has no responsibility for updating the Products or information contained therein.

7. Upon any termination or expiration of this Agreement, all licenses granted hereunder shall immediately terminate, and the Customer shall immediately discontinue all use of the Products and delete the Products from their files and storage media. Upon EPC's request, the Customer shall promptly confirm in writing that they have complied with the foregoing. Notwithstanding the foregoing, Customer may retain copies of the Products that are stored on electronic, magnetic, or similar media for back-up purposes and in accordance with policies and procedures implemented in order to comply with legal and regulatory recordkeeping requirements. If the Customer retains copies of the Products in this manner beyond the expiration date of this Agreement and subsequently restores the Products to a production

environment from back-up electronic, magnetic, or similar media, the Products in production or live status shall immediately be deleted.

**8.** The Products are protected by the copyright laws of the United States and are being furnished with all rights reserved. No part of the information may be copied, reproduced or transmitted in any form or by any means whatsoever, including but not limited to, electronic, mechanical, photocopying, recording, scanning, or by any information or retrieval system for any unapproved purpose without the expressed written permission of EPC. The Customer shall not license, sublicense, assign, lease, publish, transfer, sell or otherwise make available the Products or portion thereof to a third party without the expressed written permission of EPC. Nothing in this section is intended to prohibit the Customer from creating derivative products and using or transferring such products, all as described in Section 1 above.

**9.** The Products have been developed solely for internal use only. The Customer understands and acknowledges that EPC geospatial data in the Products are subject to constant change and that its accuracy and completeness cannot be guaranteed. UNDER NO CIRCUMSTANCE SHALL EPC MAPPING BE USED FOR FINAL DESIGN PURPOSES. EPC makes no warranties or guarantees, either expressed or implied, as to the completeness, accuracy, or correctness of such Products, nor accept any liability, arising from any incorrect, incomplete or misleading information contained therein. There are no warranties, either expressed or implied, of merchantability or fitness of such Products for a particular purpose.

**10.** EPC is not responsible for incidental, consequential, or special damages arising out of the use of the Products provided by the Customer. The Customer agrees that the Products shall be used and relied upon only at the risk of the Customer. Nothing in this section shall be deemed to waive or otherwise limit the defense available to either the Customer or EPC pursuant to the Colorado Governmental Immunity Act or otherwise provided by law.

**11.** In the event the Customer breaches any of the terms, conditions, covenants, or agreements contained in this Agreement, not only shall the license granted herein immediately cease, but EPC shall thereupon have the right to seek any and all legal or equitable remedies, including but not limited to injunctive relief.

**12.** The Customer agrees to recognize and honor in perpetuity the copyrights, and other proprietary claims for survey control information, databases, collateral information, and products established or produced by EPC or the vendors furnishing said items to EPC.

**13.** This Agreement embodies the entire agreement between the Customer and EPC. The parties shall not be bound by or liable for any statement, representation, promise, inducement, or understanding of any kind or motive not set forth herein. No additional agreements or modifications of any of the terms or conditions of this Agreement shall be valid unless reduced to writing and signed by the parties.

**14.** Neither this Agreement nor the rights granted by it shall be assigned or transferred by the Customer under any circumstance whatsoever. This restriction on assignments and transfers shall apply to assignments or transfers by operation of law, as well as by contract, merger, or consolidation. Any attempted assignment or transfer in derogation of this prohibition is void.

**15.** The Customer will do or cause to be done all things necessary to preserve its rights and meet its obligations under this Agreement.

**16.** This Agreement contains no financial commitments on the part of EPC, and any financial commitments on the part of EPC that become a part of this Agreement are subject to the appropriation by the Board of County Commissioners of El Paso County, Colorado.

**17.** This Agreement shall be governed by the laws of the State of Colorado, unless the Customer is a federal agency, in which case this Agreement shall be governed by federal law.

**18.** The exclusive jurisdiction and venue for any lawsuit between the parties arising out of this Agreement shall be El Paso County, Colorado. If the Customer is a federal agency, however, then jurisdiction and venue shall be in the United States District Court for the District of Colorado.

**19.** If any provision of this Agreement is determined to be invalid or unenforceable, the remaining provisions of this Agreement shall continue to be valid and enforceable.

**20.** The undersigned warrants to EPC that he/she has full power and authority to enter into, and where applicable, to act as the agent of the Customer and be bound to perform its obligations under this Agreement.

**21.** Other restrictions imposed on the use of such products are:

Signature Line:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed or Typed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Company or Organization Name

Approved:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

El Paso County