

**GIS Data Subscriber License Agreement
Clark County, NV**

**Geographic Information Systems Management Office (GISMO)
500 S. Grand Central Parkway, Ste 4016
P.O. Box 551769
Las Vegas, NV 89155-1769**

**Ph. (702) 455-3855 FAX (702) 455-5963
E-mail: gismo@co.clark.nv.us**

Company/Agency:	
Contact:	
E-mail:	
Address:	

This data license agreement is subject to the Terms and Conditions listed below. In witness hereof, this license is executed on the date set forth under the parties named.

GISMO	Licensed User
Title:	Title:
Name:	Name:
Signature:	Signature:
Date:	Date:
Reference:	Reference:
Product Description:	
Product Fee:	
Special Conditions:	

Terms and Conditions

THIS AGREEMENT is made and entered into by and between Clark County, acting by and through the Geographic Systems Information Management Office (hereinafter referred to as "GISMO"), and the client identified on the reverse (hereinafter referred to as "User").

WHEREAS, GISMO is the designer and developer of the copyrighted product(s) specified in the agreement (hereinafter referred to as "Product") with the right to license and distribute the Product; and

WHEREAS, the User is an individual, an organization, a corporation, a government entity, or a member of a joint venture who will make use of the Product in its business activity; and

WHEREAS, the User desires to utilize the Product and GISMO desires to license the Product 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;

NOW, THEREFORE, in consideration of the mutual terms, covenants, and conditions set forth herein, the parties hereto agree as follows:

1. Product

1.1 Product: This agreement applies to the GIS data as represented by the Southern Nevada GIS Metadata (<http://www.co.clark.nv.us/gismo/Repostry.htm>).

1.2 License of Product: For and in consideration of the User's covenant to make payments under section 5 and the performance of other covenants and obligations of the User hereunder, GISMO hereby conveys to the User a nonexclusive copy of the Product subject to the restrictions on use in this agreement.

2. Use

2.1 Permitted Use: The Product is licensed under the agreement that the User may use the Product in its business activity and for no other purpose whatsoever.

2.2 Restrictions on Use:

- a) Unauthorized Use. User shall not allow access to the Product by any other person or organization by networks, timesharing, or multiple CPU arrangements or any other means, unless authorized in writing by GISMO.
- b) Copies. User shall not duplicate the Product except for the following:
 - i. User may take one copy 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.
 - ii. 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: The GISMO shall retain all rights, title, and interest in the Product including the right to license the Products covered by this Agreement to any other users. This section does not prohibit User from disclosing copies of maps or other business products made by the User properly authorized by GISMO and appropriate elected officials, which use GISMO source material as a foundation.

3. Maintenance of Digital Data

3.1 Updates: For those products whose license fee includes a one-year subscription, any updated versions will be made available by GISMO on a monthly or other basis described in writing by GISMO, for one year (12 months) from the month of the agreement. GISMO updates will be provided in its then current format.

4. Term

4.1 The term of this agreement shall not be restricted as to the time except as set forth in 4.2 below. The agreement shall commence on the date the agreement is executed and continue so long as the Product is in possession of the User.

4.2 The term of the Product Agreement shall expire at such time as the User fails to comply with any of the terms and conditions provided herein. GISMO shall require return of Product by giving written notice to the User representative indicated on this agreement. The User shall return all copies of the Product.

5. Payment

5.1 Time for Payment: Initial payment of fees shall be made at the time the Product is delivered or as set forth in 5.2 or 5.3.

5.2 Updates and Revisions: The fees for updates and revisions beyond the twelve month maintenance period are set by GISMO in its sole discretion. GISMO will notify User at least 30 days in advance of the anniversary date of any change in fees for the following year.

5.3 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 percent per month until paid.

6. Delivery

GISMO shall deliver the Product to User pursuant to the following conditions:

- a) GISMO shall package, ship, and deliver the Product to the User at the address specified in the agreement or a designated alternate address.
- b) GISMO shall not assume liability for shipment of the Product.
- c) The carrier shall not be considered an agent of GISMO.
- d) GISMO shall choose the method of delivery in the absence of prior shipping instructions.
- e) Dates specified for the delivery of the Product shall be postponed automatically if GISMO is prevented from meeting those dates by any causes beyond its immediate control.

7. Limited Warranty

7.1 Limited Warranty:

- a) Clark County's GIS data is collected as part of normal operations and GISMO therefore does not warrant the accuracy of the data. GISMO has collected and is maintaining these data to meet the accuracy requirements of a broad scale land information system. Therefore, the level of accuracy is deemed adequate for general planning purposes. GISMO shall include a disclaimer to that effect in any copies of any portion of GIS data transferred, sold, or used by third parties.
- b) GISMO shall use its best efforts to ensure that the Product is delivered free of physical defect.
- c) GISMO shall have sole authority to determine whether the Product, at the time of delivery, was free of physical defect.
- d) GISMO disclaims any other warranties, expressed or implied, respecting this agreement or the Product.

7.2 Remedy:

- a) User's sole and exclusive remedy for breach of the limited warranty will be to return the Product within 60 days of receipt.
- b) GISMO shall, at its discretion, retain the Product returned because of physical defect and refund the fee for the Product, or replace the Product, or repair the Product and return it to the User.
- c) GISMO shall retain the fee for the Product for Product return for User failure to comply with terms and conditions of this agreement. GISMO retains its rights to take any other appropriate action to protect its rights in the Product.

8. Assignment and Transfer

User shall not disclose, lease, sell, distribute, make, transfer, or assign the Product or engage in any other transaction which has the effect of transferring the right or use of part of the Product without prior written consent of GISMO.

9. Liability

GISMO and/or elected officials 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) The User will hold the County and all Elected Officials harmless in the case of lawsuit by the User's customers or any other entity from any claim resulting from the dissemination of subscription data or any derived products.

10. Miscellaneous

10.1 Applicable Law: This agreement shall be constructed and interpreted under and pursuant to the laws of the state of Nevada and County of Clark ordinances. The parties agree that venue for any action or claim arising out of or in connection with this agreement shall be in the District Court for Clark County, Nevada.

10.2 Invalidity: If any term or provision of this agreement or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this agreement shall not be effected thereby, and each and provision of this agreement shall be valid and enforced as written to the fullest extent by law.

10.3 Entire Agreement: This agreement contains the entire agreement of the parties hereto with respect to the matters covered hereby, and no other agreement, statement, or promise made by any party hereto, which is not contained herein, shall be binding or valid.

10.4 Authority: Persons whose signatures appear as "User" on the reverse represent that they are authorized to do so and represent and warrant that this license agreement is a legal, valid, and binding obligation and is enforceable in accordance with its terms.

11. Elected Authority

In accordance with state law, any information normally maintained by an elected office will only be disseminated with the authorization of the appropriate elected official. All responsibility for the content of the files will remain with the elected official. Elected officials may have other disclaimers, contracts, and authorizations necessary before use of custodial data may be used.