



## Lumpkin County Government LICENSING Agreement

Single/Corporation/Multi-Agency License Agreement for Data and Imagery Products used and/or distributed by Lumpkin County Government.

This End User License Agreement is the basis upon which Lumpkin County Government makes available to the “Customer” the aerial/space-based, remote sensed earth image data products and/or Geographic Information System (GIS) Layers or data (the “Product”).

Customer accepts and agrees to the terms of this Agreement by doing any one of the following: (a) accepting, in whole or in part, a quotation describing the Product by any means (including the use of Customer’s purchase order, whether or not that purchase order contains inconsistent terms and conditions); (b) breaking the seal on the package containing the Product; (c) installing or manipulating the Product on any computer hardware; (d) making any commercial use of the Product or any material derived from the Product; (e) damaging or destroying the Product; (e) retaining the Product for more than 15 days following receipt thereof. Customer agrees to acquire the Product, as licensee, upon the terms and conditions of this Agreement, which shall govern all licenses of Product between Lumpkin County Government and Customer.

1. GRANT OF LICENSE PERMITTED USE. The Customer’s “Permitted Use” is defined below. The licensed user group is as follows depending on the license (Single or Multiple organization) purchased or requested by the Customer Single Organization: Permits internal use of Product by one of the customer groups listed below (or equivalent) as identified by the Customer at the time of purchase. Multiple Organization: Permits internal use of Product by two of the customer groups listed below (or equivalent) as identified by the Customer at the time of purchase. The same customer group may be selected twice. For example, sharing by two civilian federal agencies.

### Customer Groups:

- One private individual
- One company or corporation but not subsidiaries
- One civilian federal agency
- One of the four branches of the military
- One state or provincial agency
- Single department(s) of one county government
- All departments of one city government
- One Non Governmental Organization (NGO) or Non-Profit Organization (NPO)
- One state or local educational organization
- All departments within a single educational organization within a single county
- One International Agency (such as the United Nations) and the sponsoring host nation

Lumpkin County Government retains all ownership rights in the Product, and Customer does not receive any such rights. Lumpkin County Government grants Customer a non-transferable, non-exclusive, pre-paid (subject to payment of the purchase price for the Product) license to use the Products as specified below or in any quotation provided to Customer (“the Permitted Use”), and for no other use. Under this license, **Customer may do the following:** Reformat the Product for Customer’s use into different formats or media from those in which it is delivered. Make an unlimited number of hardcopies and softcopies of the Product for Customer’s internal use. Distribute the Product (with copyright markings) on an isolated, non-commercial basis. For example, as part of a

hardcopy research report or publication. Modify the imagery Product, through manipulation techniques and/or the addition of other data, and make copies of the resulting bundled image product, for Customer's internal use only. **Distribute or Sale works derived from the Product ("Derived Works"). Derived Works that contain the source image data (pixels) or other source data or reasonable facsimile of the source image or data, inherit the copyright and license restrictions of the source data. Other Derived Works (vector extraction, classification, etc.) have no restrictions on use, sale or distribution.** Reduced resolution data sets (RRDS) with ratios of 16:1 or higher shall have no restrictions on use and distribution, but shall contain the copyright markings. Make the Product available to its consultants, agents and subcontractors for purposes otherwise consistent with the Permitted Use and subject to the restrictions herein, and without the right to transfer, modify copy or sublicense. Post the Product and Derived Works, with copyright markings, in a non-downloadable fashion, on an Internet site with the following credit conspicuously displayed, "Includes material from Lumpkin County Government."

2. LIMITS ON LICENSE, PROHIBITED ACTIVITIES. Customer recognizes and agrees that the Product is property of Lumpkin County Government, contains valuable assets and proprietary information of Lumpkin County Government, and is provided to Customer, and to any person or entity to whom Customer is entitled by the terms of this Agreement to transfer any Product to, on a confidential basis. Neither the Customer, nor any person, or entity to whom Customer is entitled by the terms of this Agreement to transfer any Product to, shall do any of the following without Lumpkin County Government's written permission: a. Copy or reproduce (even if merged with other materials), other than as consistent with the Permitted Use. b. Sell, license or transfer the **source data** or use them in **any manner not expressly authorized by this Agreement**. c. Alter or remove any copyright notice or proprietary legend contained in, or on the Products. Customer agrees that any embodiment of the Products permitted under this Agreement will contain a notice similar to the following: "Includes material from Lumpkin County Government, all rights reserved." Lumpkin County Government owns or shares all copyrights on the Product. All rights not expressly granted herein are reserved by Lumpkin County Government.

3. EXCEEDING APPLICATION. Customer will, from time to time and as requested by Lumpkin County Government, provide assurances to Lumpkin County Government that it is using the Product consistent with the Permitted Use, and Customer grants Lumpkin County Government access, at reasonable times and in reasonable manner, to the Product in Customer's hands, and to Customer's books, records and facilities to permit Lumpkin County Government to verify appropriate use of the Product. Lumpkin County Government's non-exercise of this right, or its failure to discover or object to any inappropriate use, shall not constitute its consent thereto or waiver of its rights. In the event Customer's use of the Product exceeds the Permitted Use, or if Customer otherwise violates the terms of this License, Lumpkin County Government may, since remedies at law may be inadequate, in addition to its other remedies: (a) demand return of the Product; (b) forbid and enjoin Customer's further use of the Product; (c) assess Customer the cost of Lumpkin County Government's inspection and enforcement efforts (including attorney fees); and/or (d) assess Customer a use fee appropriate to Customer's actual use of the Product.

4. LIMITED WARRANTY AND LIABILITY. Lumpkin County Government warrants (a) that it has sufficient ownership or share rights in the Product to make the Product available to Customer under the terms hereof, free from the adverse claims of third parties; and (b) that the Product will, for thirty (30) days from the date of shipment, substantially conform to Lumpkin County Government's specifications when used on appropriate computer hardware. The Products are complex and may contain some non-conformities, defects or errors. Lumpkin County Government does not warrant that the Products will meet Customer's needs or expectations, that operations of the Products will be error free or uninterrupted, or that all non-conformities can or will be corrected. THERE ARE NO EXPRESS OR IMPLIED WARRANTIES OF FITNESS OR MERCHANTABILITY GIVEN IN CONNECTION WITH THE SALE OR USE OF THIS PRODUCT. LUMPKIN COUNTY GOVERNMENT DISCLAIMS ALL OTHER WARRANTIES NOT EXPRESSLY GIVEN IN THIS SECTION 4. Customer must notify Lumpkin County Government within the 30-day warranty period of any warranty claim. Lumpkin County Government's SOLE OBLIGATION and Customer's SOLE REMEDY under this Limited Warranty is that Lumpkin County Government either, in its discretion, shall: (a) use reasonable efforts to repair or replace the Product or to provide an avoidance procedure within a commercially reasonable time so that the Product substantially conforms to the specifications contained in Lumpkin County Government's documentation, or (b) refund the amount of the initial fee previously paid by Customer for the non-conforming Product. This Limited Warranty is void if any non-conformity has resulted from accident, abuse, misuse, misapplication, or modification by someone other than Lumpkin County Government. The Limited Warranty is for Customer's benefit only, and is non-transferable. Lumpkin County Government is not liable for any incidental or consequential damages associated with Customers

possession and/or use of the Product. This warranty is not applicable to the extent that any provision of this warranty is prohibited by any federal, state or local law that cannot be preempted. This warranty gives Customer specific legal rights, and Customer may also have other rights which vary from state to state.

5. MISCELLANEOUS. This is the exclusive and entire Agreement between Lumpkin County Government and Customer regarding its subject matter, merging all prior or contemporaneous instruments or agreements and discussions between the parties. Customer may not assign any part of the Agreement without Lumpkin County Government's prior written consent. This Agreement shall be governed by the internal laws of Lumpkin County Government. Customer shall pay all taxes arising out of or related to the Customer's purchase or other acquisition of the product hereunder. If any provision of this Agreement is declared invalid or unenforceable, the remaining provisions of this Agreement shall remain in effect.

Contact the GIS Department at Lumpkin County Government, 706-864-6894, 25 Short St., Dahlonega, GA 30533 to inquire about availability of imagery and/or data layers and pricing.

**IN WITNESS WHEREOF, the parties have executed this Agreement on the dates indicated below.**

Company Name: \_\_\_\_\_  
TYPED OR PRINTED

Name(Agent): \_\_\_\_\_  
TYPED OR PRINTED

Title: \_\_\_\_\_  
TYPED OR PRINTED

Date: \_\_\_\_\_  
TYPED OR PRINTED

Address: \_\_\_\_\_  
TYPED OR PRINTED

Address: \_\_\_\_\_  
TYPED OR PRINTED

Phone: (    ) \_\_\_\_\_

Email Address: \_\_\_\_\_  
TYPED OR PRINTED

By: \_\_\_\_\_  
SIGNATURE OF AUTHORIZED AGENT OF COMPANY