

TERMS AND CONDITIONS

Licensing Authority

The LICENSOR identified herein is the developer or co-developer of the copyrighted data product(s) specified herein, with the right to distribute by license a non-exclusive copy of same under the terms of this licensing agreement. The LICENSOR retains all rights, title and interest in the data product(s) so licensed.

Term

The term of this license shall expire at such time as the LICENSEE should fail to comply with any of the terms and conditions provided herein.

Limited Warranty

See the Geospatial Data Disclaimer, below.

Use

A. Permitted Usage

The permitted usage of data product(s) licensed under this agreement shall be as follows: 1) Reformatting for internal purposes; 2) Making one (1) copy for internal archival or backup purposes. Making data product(s) available to consultants, contractors or other agents doing internal, project-specific work for the LICENSEE of this agreement. Utilization on an isolated, project-specific basis, non-manipulated as to format, in development of a product or service for singular third party benefit (e.g., as backdrop for a project design, or as information to support an economic development siting analysis, etc.).

B. Restricted Usage

The restricted usage of data product(s) licensed under this agreement, and acceptance of data for such use, or so used, shall indicate LICENSEE'S agreement to indemnify and hold harmless the LICENSOR, and any and all member entities of the Regional Basemap Committee located in northwestern Nevada, including their agents, consultants, contractors and employees, from any and all liability claims or damages to any person or property arising from, or in connection with such usage as follows: 1) An altered, modified, translated, merged or otherwise manipulated formatting of data product(s) for value added commercial resale or mass distribution of a new product; 2) Mass copying or reproduction for distribution; 3) Sale, relicensure, transfer, lease, assign or otherwise transfer the right of usage, in whole or in part, to a third party outside of the terms and conditions of this licensing agreement; 4) Alteration or removal of any notice of copyright, disclaimer or proprietary legend.

License Fee

A. Fee License

Fees for data product(s) licensed under the terms of this licensing agreement shall be determined by: 1) For GIS basemap datasets - Attachments A and B of the Data Sharing Agreement developed by the Regional Basemap Committee of northwestern Nevada, dated May 22, 2001, or as thereafter may be amended; 2) For other geospatial data sets - By the individual member entities of the Regional Basemap Committee of northwestern Nevada.

B. No Fee License

A data license fee may be waived under the following circumstances: 1) When the Regional Basemap Committee of northwestern Nevada, or any of its member entities retains a contractor or consultant to do work on a project specifically for that entity, or the committee, and data will be used for that project only; 2) When data is released to a governmental entity, or political subdivision thereof, under mutual exchange of data or other in-kind services; 3) When data is released to a college, university, or other institution of higher learning, for educational purposes only.

Release

LICENSEE releases the LICENSOR, its agents, consultants, contractors or employees, from any and all claims, actions, or causes of action for damages including, but not limited to, any costs of recovering, reprogramming or reproducing any programs or data stored in or used in connection with the data product(s) so licensed herein, and for any damages for personal injury or for any lost profits, lost savings, incidental or consequential damages which may arise out of the use of, or the inability to use the data product(s) so licensed herein, even if LICENSEE has been advised of the possibility of such damages.

Miscellaneous

A. Applicable Law

This agreement shall be construed and interpreted under and pursuant to the laws of the State of Nevada, and any local ordinances of the political subdivision involved as LICENSOR(S). The parties to this agreement agree that venue for any action or claim arising out of, or in connection with this agreement shall be in the District Court for Washoe County, Nevada.

B. Invalidity

If any term, condition or provision of this agreement, or the application thereof, to any person, entity or circumstance shall to any extent be invalid or unenforceable, the remainder of this agreement shall not be affected thereby, and each and every other term, condition or provision of this agreement shall be valid and enforced as written to the fullest extent permitted by law.

C. Authority

Persons whose signatures appear hereon as LICENSEE 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 and conditions.

GEOSPATIAL DATA DISCLAIMER

Geospatial data issued under license by the Regional Basemap Committee of northwestern Nevada, or any of its member entities, is regarded as planning and resource level information, having been generated specifically for use within the local entity geographic information system (GIS). By acceptance of any such data sets so issued, the licensee acknowledges the above limitations, and that such data are subject to continuous updating. No warranties of any kind, expressed or implied, are provided, including usage, content, interpretation, sequence, accuracy, currency, timeliness, or that the data will meet the licensee's requirements, be complete, uninterrupted, error free, or that defects will be corrected. The licensee explicitly disclaims any representations and warranties, including, without limitation, any implied warranty of merchantability or fitness for a particular purpose. Licensee accepts the data so issued as is, with any and all defects, if any. The entire risk as to quality, performance and usefulness of the data rests with the licensee.