

## **BUCHANAN COUNTY, MO GIS LICENSE AGREEMENT**

*For Entities requesting access to GIS and related data created and managed by Buchanan County Missouri.*

This agreement is made and entered into this [REDACTED] day of [REDACTED], 20[REDACTED], by and between Buchanan County, Missouri ("Licensor"), through its Director of Geographic Information Systems (GIS) and [REDACTED], ("Licensee"). In consideration of the mutual promises and covenants contained in this Agreement, the Licensor and Licensee expressly agree to accept and use such GIS files subject to and under the following terms and conditions:

1. This agreement is made pursuant to the authority granted the Licensor by Section 67.1850.5, RSMo. It is implemented pursuant to the direction of the filed Buchanan County Court Order effective September 21, 2012
2. The term "GIS files" used in this agreement means all computer generated digitized files developed, retained, and may be developed by Buchanan County, Missouri, in the future as a part of its geographic information system, regardless of format, developed in cooperation with the city of St. Joseph, Missouri, and provided to the undersigned Licensee. The undersigned Licensee hereby acknowledges that Buchanan County, Missouri has protected legal rights under the federal copyright law and state law to any and all such GIS files provided hereunder in existence or hereafter developed and that such GIS files are the proprietary, intellectual property of Licensor.
3. The undersigned Licensee hereby agrees to use such GIS files solely for purposes connected with its personal or business functions and the operations of the undersigned Licensee and for no other purposes. Subject to the terms and conditions of this Agreement, Licensor hereby grants Licensee a perpetual, non-exclusive, non-assignable License to use the GIS files as identified in the body of this License Agreement or attached itemization provided to the Licensee (the same being incorporated herein by reference), for its internal use only, and not for resale, distribution, assignment, sublicense, or transfer to any third party. The Licensee agrees that by acceptance of the GIS files under this License Agreement it shall preserve all of Licensor's right, title, and interest in the licensed GIS files. The undersigned further agrees to make any of the licensed GIS files, or any revisions, additions, or modifications to them, available to Buchanan County for purposes of inspection or reuse for governmental purposes. The GIS files to be provided under this License Agreement are described as follows:
4. The undersigned Licensee agrees not to distribute the GIS files, whether in present format or in any other further developed format, or transfer them to any person or entity of any type without the consent of Licensor. The undersigned further agrees not to permit any person within its employ, or agent or contractor, or other person, to use, reuse or distribute the GIS files provided hereunder for any

purpose except as authorized by this License Agreement without the written consent of Buchanan County, Missouri.

5. The Licensee accepts the GIS files from Buchanan County, Missouri now in existence or hereafter developed without warranty of any type and it hereby agrees to accept the GIS files in the condition given. Licensor shall be under no obligation to provide maintenance of the GIS files, and shall not be responsible for providing maintenance or for informing Licensee that maintenance has been performed on the GIS files, or that the information provided in the GIS files has been updated or in any fashion changed. Licensor expressly disclaims warranties of merchantability and fitness for a particular purpose. In no event shall licensor be liable for any indirect, special, or consequential damages (including, without limitation, loss of use, data, business, or profits, and claims of customers of Licensee) arising out of this agreement or use of the licensed materials. In no event shall licensor's liability exceed the total amount paid by the licensee for the use of the files provided under this license agreement. The Licensee further covenants that it releases and discharges Buchanan County, Missouri, the city of St. Joseph or their officers, employees, or agents, from any and all liability with respect to the completeness or accuracy of the GIS files provided hereunder, and that Licensee shall not under any circumstance hold liable either Buchanan County, Missouri, or the city of St. Joseph or their officers, employees, or agents for any use made of them by the undersigned Licensee.
6. Notwithstanding the provisions of paragraph 6 below, the undersigned further acknowledges and agrees that the license for use hereby granted is revisable, modifiable and revocable upon order of the Buchanan County Commission.
7. This License shall commence on the date first written above and shall continue in force until terminated. Licensee may terminate this License at any time by providing written notice to Licensor. Upon breach of any obligation under this License by Licensee. Licensor may terminate this License upon thirty days written notice to Licensee. Licensee may cure the breach before the effective date of termination. Within thirty days of any termination, Licensee shall certify in writing to Licensor that all copies of the Licensed Materials have been destroyed or returned to Licensor.
8. Not Public Record. The database in the form of the Licensed Materials is proprietary, intellectual property of the Licensor and shall not be considered or deemed as open, public records, except as provided in Section 67.1850.5, RSMo. Licensee shall, and hereby expressly agrees that it will, recognize the property interests of the Licensor and the Licensor agrees that it is not, pursuant to this License Agreement, a custodian of any open, public records, except as may exist pursuant to Section 67.1850.5, RSMo.

- 9. Licensee shall pay to the Licensor fees for access to and use of the Licensed Materials in accordance with the attached cost agreement (Invoice). The fees established are in accordance with 610.026(2) RSMo parameters
- 10. This Agreement contains the entire understanding between the Licensor and Licensee and supersedes all prior agreements or understandings between the Licensor and Licensee.

This Agreement is made as of the date first above written by:

Signature: \_\_\_\_\_

Name (Please Print): \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

IN WITNESS WHEREOF the undersigned has executed this License Agreement effective on the day and year first above written.

\_\_\_\_\_

\_\_\_\_\_

Director of Geographic Information Systems

Date

The Buchanan County Commission hereby authorized the above License Agreement effective the day and year first above written.

ATTEST

BUCHANAN COUNTY, MISSOURI

*Mary B. Garney*  
\_\_\_\_\_

*Harry Roberts*  
\_\_\_\_\_

County Clerk

Presiding Commissioner