

Exhibit A GIS Data License

THIS GIS Data License (referred to as "License") is for _____, whose address is _____ (referred to as "Licensee").

The Licensee agrees to the following:

1. **LICENSE.** The County grants to the Licensee a non-exclusive, non-transferable right to use the GIS data as designated in "#11. Additional Terms" of this License, subject to the terms and conditions of this License.
2. **LICENSE FEE.** The Licensee shall pay a fee to the County as provided in the GIS Fee Schedule Resolution adopted by the Latah County Board of Commissioners.
3. **TERM.** This License shall commence upon payment and approval and continue until terminated. Failure of the Licensee to comply with the terms set herein may result in immediate termination of the License at the sole discretion of the County and may result in penalties as set forth in the Latah County GIS Ordinance.
4. **USE OF GIS DATA.**
 - a. The GIS data may be used by the Licensee for its internal use, provided that it does not violate any state law restrictions. The GIS data are provided only for use in a computerized record keeping system or for study maps to depict the approximate location of existing and proposed facilities, existing and proposed boundaries and districts, and other relevant information provided therein.
 - b. The GIS data may be reformatted and used by the Licensee for the creation and distribution of County-approved value added products. "Value added products" are those products in which County GIS data is a component but, when included in a larger database with other data, the end product is substantially increased or altered from the raw County data. The determination of whether substantial value has been added to the end product is exclusively vested with the County, and any and all reformats must be specified in the "Additional Terms" Section (11) of this License. Any approved value added products will not contain or release identifiable information on individual property or owners or residents of assigned addresses; all attributes containing this information must be kept in accordance with section 4(a) of this License.
5. **RESTRICTIONS ON USE.**
 - a. The raw GIS data shall not be duplicated or copied except for archival purposes, program error verification, or to replace defective media.
 - b. The GIS data, in its original format, shall only be operated on computers under the control of the Licensee.
 - c. Except as otherwise provided in section 4(b), no GIS data or License shall be sold or transferred, assigned or sublicensed without the prior consent of the County.
6. **TITLE.** Except as otherwise provided, the County does not transfer any right, title, or interest in the GIS data to the Licensee.
7. **FUTURE RELEASE.** The County does not guarantee that any future releases of the same data will be in the same format nor even that the data will be available for release.

8. WARRANTY

- a. The GIS data are provided "AS IS," without any warranty of any type whether expressed or implied, including any warranties of merchantability or fitness for a particular purpose.
- b. GIS data is subject to constant change and its accuracy cannot be guaranteed. The County does not warrant that the functions contained in the GIS data will meet the requirements of the Licensee or that the operation of GIS data will be uninterrupted or error free, or that any defects of the County's GIS data will be corrected.

9. LIABILITY.

- a. The Licensee assumes the entire risk, including quality, performance, and usefulness of any data requested.
- b. The County will not be liable in any event for any damages resulting from loss of data, loss of profits, loss of use of GIS Data or any incidental or consequential damages, even if advised of the possibility of such damage. This limitation of the County's liability will apply regardless of the form of action, whether in contract or tort.
- c. The Licensee shall indemnify, defend, and hold harmless the County, their officers, employees, and agents from any and all claims, actions, damages or injuries of any kind and nature whatsoever, by or to any and all persons or property, arising directly or indirectly from this License.

10. TERMINATION.

- a. **User Rights.** Upon the termination of this License, the rights of the Licensee shall cease.

11. ADDITIONAL TERMS.

LICENSEE / APPLICANT

Company Name: _____ **Name (printed):** _____

Signature: _____

Licensee agrees under penalty of law, Idaho Code §74-120, that they will not use the information provided to them as a mailing or telephone list without first obtaining permission from those persons to be included on such list.

Dated this _____ **day of** _____, **20**____.

FEE PAID: _____ **APPROVAL BY:** _____