

GIS DATA END USER AGREEMENT
Between Mackinac County and _____

This agreement applies to GIS Data created and maintained by Mackinac County, MI. This GIS Data is provided to the user by Mackinac County.

RECITALS

The User desires use of GIS Data created and maintained by Mackinac County, MI, and so indicates which GIS Data is being requested on the GIS Data Request Form.

The use of any Mackinac County GIS Data by the user indicates acceptance of the terms and conditions listed below.

TERMS AND CONDITIONS

Therefore, for good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

User

Subject to the terms of this agreement, Mackinac County grants to the User, and the User accepts, a non-sub-licensable, non-assignable, non-transferable, non-exclusive license to use this GIS Data. No ownership interest in the GIS Data is conferred to the User pursuant to this Agreement.

Restrictions on Use. The User shall:

(a) Not transfer, sell, lease, distribute, market, export, display on the internet or grant a sublease of the GIS Data or the agreement contained herein to any person, company, agency, or business;

(b) take all reasonable precautions to prevent unauthorized third parties or persons from accessing or using the GIS Data in a way that would constitute a breach of this agreement including, without limitation, such precautions as the User would take to protect its own proprietary software, hardware or information;

Duration. This Agreement is effective on the day the User receives the GIS Data and shall continue in effect in perpetuity or until this Agreement is otherwise terminated. If the User fails to comply with any provision of this Agreement, the license granted by this Agreement is automatically terminated, without notice from Mackinac County and without the necessity for recourse to any judicial authority. However, the User's obligations under this agreement shall survive termination until fully performed.

WARRANTY AND DISCLAIMERS. MACKINAC COUNTY GIVES NO EXPRESSED OR IMPLIED WARRANTIES, REPRESENTATIONS, OR CONDITIONS OF ANY KIND, WITH RESPECT TO THE GIS DATA, THE GIS DATA'S CONTENT, ACCURACY, CURRENCY OR COMPLETENESS, OR CONCERNING THE RESULTS TO BE OBTAINED FROM QUERIES OR USE OF THE GIS DATA, INCLUDING WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, QUALITY, AND FITNESS FOR A PARTICULAR PURPOSE. ALL GIS DATA IS EXPRESSLY PROVIDED AS IS AND WITH ALL FAULTS. THE USER IS RESPONSIBLE FOR ENSURING THE ACCURACY, CURRENCY AND OTHER QUALITIES OF ALL PRODUCTS (INCLUDING MAPS, REPORTS, DISPLAYS AND ANALYSIS) PRODUCED FROM OR IN CONNECTION WITH THE GIS DATA. THE USER SHALL HAVE NO REMEDY AGAINST MACKINAC COUNTY IF THE DATA PROVIDED IS DEFECTIVE IN ANY WAY. THIS SECTION SURVIVES THE TERMINATION OF THIS AGREEMENT.

Ownership of Intellectual Property. The User acknowledges that it has no intellectual property rights or proprietary interests in the GIS Data, or in any modification or derived work or work in progress relating to the GIS Data, including without limitation any written materials, logos, trademarks, trade names, copyrights, patent applications, patents, know-how, trade secrets or moral rights. Nothing in this agreement shall be deemed to constitute a partnership or joint venture between the parties.

Remedies.

In the event of a breach or threatened breach of this Agreement by the User or any employee, representative or agent of the User, Mackinac County shall be entitled to injunctive relief to enforce this Agreement. Mackinac County may also pursue other remedies, at law or in equity, all of which shall be cumulative. The parties agree that for any action brought pursuant to or to enforce any provision of this Agreement, to the extent not otherwise prohibited by law, jurisdiction and venue shall be solely in the state courts in Michigan, and the prevailing party will, in addition to any other remedies, be entitled to recover its actual costs, including, without limitation, actual reasonable attorney’s fees and other legal expenses incurred to bring, maintain or defend any such action from its first accrual or notice thereof through any appellate proceedings and collection proceedings.

Interpretation. This is the entire agreement between the parties to it. No oral or written, prior or contemporaneous agreement shall have any effect, nor shall any subsequent agreements have any force or effect unless made in writing. This Agreement was made in and shall be interpreted and performed pursuant to the laws of the State of Michigan.

Other Parties. No third party is a beneficiary of any provision of this Agreement. However, the terms of this Agreement shall be binding upon and inure to the benefit of the parties and their respective permitted successors and assigns.

Certification

By signing, the signatory(s) affirm that they are duly authorized agent(s) of the respective user(s). The principal signatories responsible for this working agreement are:

Signature (User’s authorized agent) _____ Date: _____

Printed name of signatory: _____

Signature (User’s authorized agent) _____ Date: _____

Printed name of signatory: _____

Provider’s Certification

Signature (Mackinac County’s authorized agent): _____ Date: _____

Printed name of signatory: _____