

**TAMA COUNTY**  
**GIS Product Agreement**  
11/10/2009

By requesting to obtain Tama County GIS products, you agree to the following:

**Limitations**

1. Tama County is not responsible for any hardware or software needed to access and use the product and information therein.
2. The Tama County data and data products, hereinafter collectively referred to as Products, distributed by Tama County contain information from publicly available sources. All data is provided as is, with all faults, and without warranty of any kind, either expressed or implied, including, but not limited to, the implied warranties of merchantability and fitness for a particular purpose.
3. The customer understands and acknowledges that the Products and information contained therein are subject to constant change and that its accuracy cannot be guaranteed. Tama County makes no warranties or guarantees, either expressed or implied, as to the completeness, accuracy, or correctness of such Products, nor accepts any liability arising from any incorrect, incomplete or misleading information contained therein.
4. Tama County shall not be subject to liability for human errors, defect or failure of machines, or any material used in connection with the machines, including but not limited to tapes, disks and energy.
5. Tama County shall not be subject to liability for any lost profits or consequential damages, or claims against the Customer by Third Parties. The liabilities of Tama County for damages, regardless of the form of the action, shall not exceed the fee paid for the GIS Products.
6. The entire risk as to the quality, performance, and usefulness of the data rests with the Customer.
7. The Customer releases Tama County and its officers, agents, consultants, contractors, and 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, and programs or data stored in or used with the Tama County GIS data, damage to property, damages for personal injury or for any lost profits, lost savings or other special incidental or consequential damages arising from the use of or inability to use the Tama County GIS Products.
8. The Customer shall indemnify and hold harmless Tama County and its officers, agents, consultants, contractors and employees from any and all liability claims or damages to any person or property arising from or connected with the use of Tama County GIS Products.

## **Restrictions on Use**

1. The Customer understands that this is a one-time only delivery and that Tama County has no responsibility for updating the Products or information therein.
2. This purchase of data by the Customer does not constitute a sale of any title or interest in the Tama County GIS Products.
3. The Customer agrees to recognize and honor in perpetuity the copyrights and other proprietary claims for databases, tax maps, and other collateral information, and products established or produced by Tama County or the vendors furnishing said items to Tama County.
4. The Customer may copy the purchased Tama County GIS data only for backup purposes and not for use by any party other than the Customer.
5. Tama County GIS Data may be used in publications and presentations, providing that credit is given to Tama County GIS Department, as the custodian of the data.
6. Tama County GIS Data are acquired solely and exclusively for the use of the Customer and not for the use by any other person or entity, including, but not limited to, any entity which is affiliated with the Customer unless specified at the time of purchase.
7. The Customer shall not license, assign, release, publish, transfer, sell, or otherwise make available the Products or portion thereof to a third part without the expressed written permission of Tama County. Any such attempted assignment or transfer shall be null and void, and shall be a breach of this Agreement.
8. Upon the occurrence of the breach of or non-compliance with any term or provision of this Agreement, Tama County may provide written notice of the occurrence to the Customer, and terminate this Agreement. This Agreement shall terminate 30 days following such notice by Tama County. The Customer shall, within 10 days after termination of the is Agreement, return all GIS Products that were exchanged through this Agreement and are in the possession of the Customer to Tama County.
9. This Data Acquisition Agreement constitutes the entire contract between the parties hereto. The Agreement may not be changed, modified, or amended, in whole or in part, except in writing, and signed by the parties.
10. This Agreement and performance hereunder shall be governed and construed by the laws of the state of Iowa.