

**Branch County 911**  
**GIS DATA LICENSE AGREEMENT**

This GIS data license agreement is drafted on **(Date)** as an agreement between Branch County 911, the principal business address of which is 141 E Chicago Rd, Coldwater, MI 49036 (the “Data Owner”),

AND

**Data Licensee Information** (the “Data Licensee”).

**RECITALS**

1. Branch County 911, with support from other local units of government has invested significant resources into the development of a functional Geographic Information System. Branch County 911 has the right to license the use of GIS data as follows:

**Digital data to be licensed**

2. The licensee desires use of the GIS data
3. Branch County 911 desires to allow the licensee limited use of the GIS data under the terms and conditions of this agreement.
4. **The use of the aforementioned GIS data by the licensee 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:

1. **License.** Subject to the terms of this agreement, Branch County 911 grants to the Licensee, and the Licensee accepts, a non sub-licensable, non-assignable, non-exclusive license to use the GIS data. No ownership interest in the GIS data is conferred to the License pursuant to this agreement.
2. **Restrictions on use.** The Licensee shall:
  - (a) not assign this agreement or transfer, sell, lease, distribute, market, export, or grant a sublease of GIS data or the license contained herein to any person
  - (b) take all reasonable precautions to prevent unauthorized third parties or persons from accessing or using GIS data in a way that would constitute a breach of this agreement including, without limitation, such precautions as the Licensee would take to protect its own proprietary software, hardware or information
  - (c) not utilize the GIS data for any purpose or project other than the permitted use(s) as set forth in this agreement.
3. **Permitted Uses.** The Licensee may use the GIS data as needed for only the following permitted use(s):  
**Outlined in attached Permitted Uses Statement**
4. **Duration.** This agreement is effective on the day the Licensee receives the GIS data and shall continue in effect until the project referred to in section 3 is complete or until this agreement is otherwise terminated. If the licensee fails to comply with any provision of this agreement, the license granted by

this agreement is automatically terminated, without notice from Branch County 911 and without the necessity for recourse to any judicial authority. However, the Licensee's obligations under this agreement shall survive termination until fully performed.

5. **Data Credit.** The Licensee agrees to list Branch County 911 as the source for the GIS data on all products (including maps, reports, displays) where the GIS data listed has been used.
6. **WARRANTY AND DISCLIAMERS.** THE 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. THIS INCLUDES 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 LICENSEE 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 LICENSEE SHALL HAVE NO REMEDY AGAINST BRANCH COUNTY 911 IF THE DATA PROVIDED IS DEFECTIVE IN ANY WAY. THIS SECTION SURVIVES THE TERMINATION OF THIS AGREEMENT.
7. **Hardware and Software.** The Licensee, at its own expense, shall provide all necessary hardware, software, and equipment needed to access and use the GIS data.
8. **Ownership of Intellectual Property.** The Licensee 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, patents 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.
9. **Termination and Data Retention.** Without limiting other remedies available in law or equity, Branch County 911 may terminate this agreement at any time, with or without cause. Upon termination, all copies of the GIS data shall be returned to Branch County 911 and no copies shall be retained by the Licensee.
10. **Remedies.** In the event of a breach or threatened breach of this agreement by the Licensee or any employee, representative, or agent of the Licensee, Branch County 911 shall be entitled to injunctive relief to enforce this agreement. Branch County 911 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 Branch County, Michigan, and the prevailing party will, in addition to any other remedies, be entitled to recover 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.
11. **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 and signed by both parties. This agreement was made in and shall be interpreted and performed pursuant to the laws of the State of Michigan.
12. **Other Parties.** No third party shall be 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.