



**JEFFERSON COUNTY DATA PACKAGE
LICENSE AND MAINTENANCE AGREEMENT**

ACCEPTANCE DATE: ___/___/___

Licensee: _____ Contact Name: _____

Address: _____

City/State/Zip: _____ Phone: _____

Email: _____ Fax: _____

Check Desired Products:

Products Being Licensed	Basic Version (per year)	Full Version (per year)
Property Site Addresses	NA	<input type="checkbox"/> \$30,000.00
Street Centerline	<input type="checkbox"/> \$1,000.00	<input type="checkbox"/> \$10,000.00
Property Lines (polygons)	<input type="checkbox"/> \$3,000.00	<input type="checkbox"/> \$30,000.00
Aerial Photography	NA	<input type="checkbox"/> \$10,000.00
Total License Fee per year		

Description of Use and Distribution of Desired Products (Section 1.G): _____

The Louisville and Jefferson County Metropolitan Sewer District (MSD) is serving as the Project Management Agency for the Louisville and Jefferson County Information Consortium (LOJIC) geographic information system project. Checks shall be made payable to the Metropolitan Sewer District for the full amount indicated above and returned with this signed agreement to the address indicated below.

This license agreement is subject to the terms and conditions of the reverse hereof. In witness whereof, this license is executed on the date set forth under the parties named. The effective date of the license shall be the later of the dates set forth below.

LICENSOR (MSD)

LOUISVILLE AND JEFFERSON COUNTY
METROPOLITAN SEWER DISTRICT

Title: _____

Name: _____

Signature: _____

Date: ____ / ____ / ____

LICENSEE

Title: _____

Name: _____

Signature:

Date: ____ / ____ / ____

RETURN TO: Louisville and Jefferson County Metropolitan Sewer District, P.O. Box 740011, Louisville, Kentucky 40201-7411.

Violation of any of the foregoing provisions shall be a breach under this Agreement.

JEFFERSON COUNTY DATA PACKAGE LICENSE AND MAINTENANCE AGREEMENT

WHEREAS, the Louisville and Jefferson County Information Consortium (hereafter, LOJIC), a partnership of Louisville Metro Government, the Jefferson County Property Valuation Administrator, the Louisville Water Company, and the Louisville and Jefferson County Metropolitan Sewer District, hereinafter also referred to as "Licensor", hereby provides geographic information system products and services as specially defined in this Agreement.

WHEREAS, _____, hereinafter referred to as "Licensee", has an interest in obtaining a license to use LOJIC GIS data.

WHEREAS, Licensor is willing to grant to Licensee a non-exclusive license to use LOJIC GIS data pursuant to KRS 61 and other express and implied authority of local government, subject to the terms and conditions set forth below:

1. LICENSE:

Licensor hereby grants to Licensee a non-exclusive license to use the LOJIC GIS data upon the execution of this Agreement by Licensor and Licensee and the delivery of the LOJIC GIS data by Licensor to Licensee. To the extent any such identifiable information is determined to be government records, dissemination will be according to the Kentucky Open Records Act. The non-exclusive license granted by Licensor authorizes the Licensee to make personal or, in the case of an organization, internal use of the licensed LOJIC GIS data as follows:

- A. Licensee may analyze, process, and display the licensed LOJIC GIS data and incorporate the LOJIC GIS data into the Licensee's geographic database.
- B. Licensee may make such derivative products, which may include all or portions of the LOJIC GIS data, and the results of such analysis or processing available to third parties.
- C. If the LOJIC GIS data are provided in fixed media form, Licensee shall not make any copies in any media without prior express written consent of Licensor. In the event such consent is given, the Licensee shall take all necessary steps to ensure that the copyright and source notice is affixed to any such copies.
- D. If the LOJIC GIS data are provided in digital form, Licensee may make a backup digital copy of the LOJIC GIS data; however, this copy is for protection purposes only. Licensee agrees not to use or allow others to use the copy for any purpose other than to replace the original LOJIC GIS data if lost or damaged. Licensee may make additional digital copies of the LOJIC GIS data only as may be required for general internal use, provided that all copies include a copyright notice. Licensee may create print copies of the digital LOJIC GIS data for market development purposes provided the Licensee obtained the express written consent of the Licensor to make and distribute copies and provided the copyright notice is affixed to any such prints. However, Licensee shall not sell any copies made by Licensee for such market development purposes.
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- I. Licensee may not, without the prior consent of Licensor, transfer rights or delegate its duties under any License Agreement provision to any other person or organization.

2. PAYMENT:

The yearly fee for any license granted in accordance with this Agreement will be determined on the basis of the LOJIC GIS data selected on Page 1. Licensee is hereby granted a license for the continuous use of the LOJIC GIS digital map data, described on Page 1, obtained under this agreement for a term of one calendar year from the date of this agreement (hereinafter defined as the date that payment is accepted by MSD) with automatic annual renewal until terminated by written notice by either MSD or Licensee within thirty (30) calendar days notice of the anniversary date of the acceptance of this agreement by MSD. Upon the termination of this agreement, Licensee agrees that all LOJIC GIS digital map data supplied to Licensee (original and backup copies) will be returned to MSD.

Licensee agrees to pay the License Fee specified on Page 1 within thirty (30) days of receipt of invoice from MSD.

Access to the data will be provided upon acceptance of payment by MSD.

3. DELIVERY

Licensee shall have access to the LOJIC GIS data via the LOJIC FTP site or by fixed media form. Licensee shall bear liability for the risk of loss or damage to the digital media containing LOJIC GIS data. The LOJIC GIS data accessible via the LOJIC FTP site shall be updated weekly.

4. **WARRANTY:** The information contained in the LOJIC GIS data and in each update is for informative purposes only and is believed by MSD to be reliable, but its accuracy and completeness are not guaranteed. MSD shall not be subject to liability for errors of any kind whatsoever. Original sources should be consulted as a reference. MSD EXPRESSLY DISCLAIMS ANY WARRANTY, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE; ALL SUCH WARRANTIES BEING HEREBY FULLY DISCLAIMED. MSD shall not be liable for any lost profits or consequential damages or claims either arising from the Licensee's use of the LOJIC GIS data or any of its updates or from a third party. The liability of MSD for damages hereunder, regardless of the form of the action, shall not exceed the License fee paid pursuant to this Agreement; and no action, regardless of form, arising from or pertaining to this Agreement may be brought by the Licensee more than one (1) year after such action has accrued.
5. **INDEMNIFICATION:** Licensee agrees to hold harmless and indemnify MSD its employees, staff and agents from any claim, suit, or proceeding arising out of Licensee's use of the LOJIC GIS data and/or its updates, in whole or in part.
6. **TERMINATION:** Licensee may terminate this Agreement at any time by the return to MSD of the LOJIC GIS data and all updates issued up to the time of termination. MSD may terminate this Agreement at will and/or for any breach by Licensee in the terms of this Agreement. At termination, Licensee agrees to return to MSD all LOJIC GIS data and updates issued up to the time of termination. If the licensed products are not returned to MSD within five (5) days of termination, Licensee shall be obligated to pay to MSD an amount equal to the replacement value of the licensed product. Cancellation or termination of this Agreement does not entitle Licensee to a pro-rata return of the license fee.
7. **REMEDIES:** In the event of a breach or threatened breach of any of the provisions of this Agreement by the Licensee or any employee, agent or representative of Licensee, MSD shall be entitled to preliminary or permanent injunctive relief to enforce the provisions hereof; but nothing herein shall preclude MSD from pursuing any action or other remedy for breach or threatened breach of this Agreement. In the event that MSD prevails in any such action, MSD shall be entitled to recover from the Licensee all attorney's fees and costs incurred in connection with such action.
8. **SEVERABILITY:** If any part of this Agreement is determined to be unlawful or unenforceable, then that part shall be stricken from this Agreement and the remainder of this Agreement shall continue in full force and effect.
9. **APPLICABLE LAW:** This Agreement shall be governed by the laws of the Commonwealth of Kentucky.