

## NON-EXCLUSIVE USE AGREEMENT

\_\_\_\_\_ (“User”)

1. Redwood County, a political subdivision of the State of Minnesota, grants to User a non-exclusive, non-transferrable license to use digital data described on Exhibit “A” attached hereto (hereafter “Digital Data”). If contacted by other parties interested in obtaining or using the Digital Data, User shall direct these parties to the Redwood County GIS Specialist, 403 S Mill St, Redwood Falls MN 56283, so as to enter into a similar Non-Exclusive Use Agreement. This Non-Exclusive Use Agreement applies to the Digital Data described on Exhibit “A.” In the event that another use agreement issued by Redwood County is explicitly associated with another particular data set, the terms of the other use agreement prevail, and the terms expressed in this Non-Exclusive Use Agreement shall not be applicable.
2. Redwood County makes no representations about the suitability of this Digital Data for any purpose. The Digital Data is provided ‘as is’ without express or implied warranties, including warranties of merchantability and fitness for a particular purpose or non-infringement. Redwood County shall not be liable under any theory for any damages suffered by User, or any agent or employee of User of the Digital Data, including, without limitation any direct, incidental, consequential, special or indirect damages of any sort, whether arising in tort, contract or otherwise.
3. Redwood County is not obligated to provide updates to the Digital Data in the event that newer or updated versions become available.
4. Title, ownership rights, and intellectual property rights in and to the Digital Data shall belong to Redwood County. User acknowledges that this Non-Exclusive Use Agreement authorizes the User to use the Digital Data only in accordance with the terms of this Non-Exclusive Use Agreement. User agrees to abide by the copyright law and all other applicable laws of the United States, including, without limitation, all of the terms and conditions of the Minnesota Government Data Practices Act.
5. User relieves, and agrees to indemnify Redwood County and its respective officers, agents and employees of any liability for any and all damages resulting from use or misuse including:
  - a. Incidental, consequential, special or indirect damages of any sort, whether arising in tort, contract or otherwise, even if Redwood County has been informed of the possibility of such damages, or
  - b. Any claim by any other party. Furthermore, in states that do not allow the exclusion or limitation of incidental or consequential damages, User may not use this Digital Data;

- c. Any claim by User or any other party, under any legal theory, that the Digital Data is inaccurate, outdated or incomplete.
- 6. When the Digital Data is used by User in the development of digital or analog (hardcopy) products, Redwood County must be acknowledged as having contributed data to the development of the product.
- 7. Although the use of the Digital Data is not restricted, it may not be sold commercially or privately, given away, or otherwise transferred, in whole or in part as a data set.
- 8. The User may incorporate the Digital Data into its own products and/or distribute the Digital Data with those products. The Digital Data may not be duplicated or disclosed in the same form provided to the User by Redwood County.
- 9. User acknowledges the Digital Data will be provided only after payment of the fee set in the most recent Redwood County Fee Schedule.

Fee \$\_\_\_\_\_

In Witness Whereof, the parties have executed this Agreement on the dates indicated below.

County of Redwood

User

By\_\_\_\_\_

By\_\_\_\_\_

Title\_\_\_\_\_

Title\_\_\_\_\_

Date\_\_\_\_\_

Date\_\_\_\_\_

**EXHIBIT "A"**

Description of Digital Data:

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