

## ADDENDUM TO NON-EXCLUSIVE USE AGREEMENT

This Addendum to the Non-Exclusive Use Agreement (“Agreement”) by \_\_\_\_\_ (“User”), executed by User on \_\_\_\_\_ (date) and accepted by Redwood County on \_\_\_\_\_ (date), further governs access to and use of the digital data described on Exhibit “A” (“Digital Data”) of the Agreement.

Redwood County owns the Digital Data subject to the Agreement and all title, ownership rights, and intellectual property rights in and to the Digital Data belong to Redwood County. User signed Agreement and is therefore authorized to use the Digital Data in accordance with the terms of the Agreement.

User is a political subdivision of the State of Minnesota and therefore does not pay a fee to use the Digital Data pursuant to the Agreement. \_\_\_\_\_ (“Third Party”) is User’s agent, contractor or consultant and desires to access the Digital Data for use in connection with User’s internal business or organizational purpose.

Third Party states that it has read and understands the terms and conditions under which User obtained the Digital Data and expressly acknowledges and agrees:

1. The Digital Data is provided to Third Party on a temporary basis. Third Party will use the Digital Data only in connection with User’s purposes and will not use the Digital Data on behalf of any other individual, organization, corporation, government entity or any other third party, or for any other purpose.
2. Third Party will not use the Digital Data for any of Third Party’s own business functions or purposes other than in connection with Third Party’s work on behalf of User.
3. Third Party will not sell, lease, time share, sub-license, duplicate or otherwise disclose or grant any rights in any form to the Digital Data to any other parties unless such use, duplication or disclosure is expressly authorized in writing by Redwood County.
4. Third Party will take all necessary and reasonable steps to ensure the Digital Data is not disclosed, duplicated or made accessible in whole or in part for the use of others. Third Party will not knowingly or negligently allow its employees, agents, consultants or independent contractors to copy, sell, disclose or otherwise make the Digital Data available to others. Third Party will immediately notify User and Redwood County by telephone and in writing if Third Party becomes aware of any unauthorized duplication, sale or other disclosure. Third Party will prevent unauthorized disclosure by taking appropriate security measures similar to the steps taken by Third Party to protect its own information, data or other tangible and intangible property that Third Party regards as proprietary, confidential and nonpublic.

5. Once Third Party no longer needs access to the Digital Data for User's internal purposes, Third Party's right to have and use the Digital Data on User's behalf shall terminate immediately. If User's right to have the Digital Data is terminated, Third Party's right to have and use the Digital Data shall terminate.
6. Third Party shall comply with all restrictions, limitations, terms and conditions contained the Agreement.
7. Third Party shall not assign or transfer this Addendum to the Agreement. Any attempt to assign or transfer this Addendum is a violation of the Agreement and shall be void and of no force or effect.

The individual signing this Agreement on behalf of Third Party represents and warrants that the individual is duly authorized to do so and represents and warrants that this Addendum is a legal, valid and binding obligation of Third Party and is enforceable in accordance with its terms.

**THIRD PARTY**

BY: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

**FOR USE BY REDWOOD COUNTY ONLY:**

Third Party Use is authorized:

BY: \_\_\_\_\_