

## RLIS Limited Use License

THIS Regional Land Information System (“RLIS”) Limited Use License (the “AGREEMENT”) is made and entered into by and between Metro, and the party that is named and whose electronic or actual handwritten signature is set forth below (hereinafter referred to as "User"). This Agreement may refer to Metro and User individually as a “Party” or jointly as the “Parties.”

### RECITALS

1. Metro is the designer and developer of the certain aggregated and copyrighted information and Source Data (the “Product”), which it has the right to sell and distribute; and
2. User is an individual, organization, corporation, government entity, educational institution, non-governmental organization or member of a joint venture who will make use of the Product as part of its business or organizational activity; and
3. Metro wishes to ensure that applications making use of the Product have the most accurate and updated real-time data, and therefore has provided for attribution of the data as set forth in this Agreement.
4. Metro desires to provide the Product to the User for the sole purpose of permitting use of the Product in the User’s business, educational, or organizational activity or as otherwise provided in this Agreement.

### AGREEMENT

#### 1. METRO’S GRANT

In exchange for User’s promises set forth herein, Metro hereby grants the User a non-exclusive, license to use the Product for the business, educational or organizational activity of the User, subject to the terms and conditions provided in this License. Metro retains all rights, title and interest in the Product, including, but not limited to, the right to sell the Product to any other third party.

#### 2. USER’S AGREEMENT

As consideration for Metro’s grant of the License to use the Product, User agrees to the following terms, conditions and restrictions:

##### 2.1 Permitted Use

User agrees that its use of the Product shall be solely for the business, educational or organizational activity of the User.

##### 2.2 Maintenance of Confidentiality

(a) User shall maintain the confidentiality of the source data delivered by Metro and shall protect the interests of Metro in its data incorporated into the RLIS database. For the purpose of this Agreement, the term, "Source Data," refers to the core Geographic Information System data contained in the Product. "Source Data" does not include any value-added derivative products or services that the User creates using the License of the Product granted by this Agreement. In the event that the User is subject to the provisions of Oregon Public Records Laws as set forth in ORS 192.414 to ORS 192.505, and receives any request for disclosure of the Product, User shall immediately inform Metro of such request and shall direct the requestor to contact Metro.

(b) User shall maintain the confidentiality of the account username and password within their organization.

(c) Educational Institutions shall maintain the privacy of the online account access and shall not distribute the account login and password to students.

### 2.3 Restrictions on Use

(a) Unauthorized Use. User shall not disclose, lease, sell, make, transfer or assign Source Data contained in the Product or engage in any other transaction, which has the effect of transferring the right of use of part of the Product without prior written consent of Metro. The Product may only be acquired directly from Metro to ensure that current Source Data is being used and to maintain quality and responsive communication with all Users. User shall direct any third party seeking to make use of the Product to Metro in order for that party to obtain the most current Source Data.

(b) User shall not use the Product in any way that will reveal to any third party the names of individuals who are referenced in the Product, including, without limitation tax lot owner names.

(c) Copies. After User has received the Product from Metro, whether by online download or any other means, the User shall not duplicate the Product except for the following:

1. User may backup the Product provided that the User agrees not to use the backup copy for any purpose other than to replace original data if lost or damaged.

2. User may translate the Product into other formats or media, which translations (the "reformats") shall be subject to the same restrictions as the Product under this agreement.

3. Educational Institutions may copy the Product for use by enrolled students for current coursework.

4. User may distribute the Product within their network and multiple CPU environment.

(d) Any value-added derivative products or services that the User creates using the Product must contain the date that the Product was received from Metro together with the following prominently displayed attribution:

“© Oregon Metro [www.oregonmetro.gov/rllis](http://www.oregonmetro.gov/rllis)”

#### 2.4 Violation of Restrictions on Use

If the User fails to comply with any of the terms and conditions provided herein, then upon notice from Metro, User shall immediately discontinue all use of the Product.

### 3. LIMITED WARRANTY

3.1 Information and data contained in the Product is collected from local governments and districts within the region. Metro has collected and is maintaining the Product to meet the accuracy requirements of Metro’s broad-scale land information system. User acknowledges that Metro does not warrant the accuracy of data originated by these jurisdictions. **THE CONTENT, SEQUENCE, TIMELINESS, COMPLETENESS OR ACCURACY OF ANY PRODUCT IS NOT WARRANTED BY METRO OR BY ANY PARTY PROVIDING METRO WITH ANY DATA OR INFORMATION THAT IS CONTAINED IN THE PRODUCT.**

3.2 Metro disclaims any other warranties, whether express or implied, respecting these terms and conditions of the Product, including any warranty of merchantability or fitness of the Product for a particular purpose.

### 4. LIABILITY LIMITATION

User agrees that in no event shall Metro be liable for any loss or damage resulting from the use of the Product or from the results obtained from any User of the Product. In addition, User agrees that Metro shall not be liable for any lost revenues, lost profits, or any incidental, consequential damages arising from the User’s use of the Product.

### 5. INDEMNITY

To the fullest extent permitted by law, User shall defend, save and hold harmless Metro, and its elected officials, officers, agents and employees from all claims, demands, suits, actions, losses, damages, liabilities, costs and expenses of whatsoever nature (including all attorneys’ fees and costs), arising out of or resulting from the User’s receipt and use of the Product. In addition, User shall also defend, save and hold harmless the officials, officers, agents and employees of any party providing Metro with any Source Data or information that is contained in the Product from all claims, demands, suits, actions, losses, damages, liabilities, costs and expenses of whatsoever nature (including all attorneys’ fees and costs), arising out of or resulting from the User’s receipt and use of the Product.

## 6. MISCELLANEOUS PROVISIONS

### 6.1 No Guaranteed Availability

Metro reserves the right at any time, and from time to time, to modify or discontinue the availability of the Product (or any part thereof), either temporarily or permanently, to any User or group of Users, with or without prior notice. User agrees that Metro shall not be liable to any User for any modification, suspension or discontinuation of the Product.

### 6.2 Applicable Law: Venue

The terms and conditions of this Agreement shall be construed and interpreted under and pursuant to the laws of the state of Oregon. The parties agree that the venue for any action or claim arising out of or in connection with this agreement shall be in the Circuit Court for the State of Oregon for Multnomah County, Oregon.

### 6.3 Entire Agreement; Finding of Invalidity

This Agreement contains the entire agreement of the Parties hereto with respect to the matters covered hereby, and no other agreement, statement or promise made by any Party hereto, which is not contained herein, shall be binding or valid. In addition, if any term or provision of this Agreement or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforced as written to the fullest extent permitted by law.