

RLIS Limited Use License

This Regional Land Information System (“RLIS”) Limited Use License (“Agreement”) is by and between Metro, and the party that is accessing or otherwise using the Product (“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 (“Product”), which it has the right to sell and distribute; and
2. User is an individual, organization, business entity, government, or educational institution that will make use of the Product as part of its business or organizational activity.

AGREEMENT

1. METRO’S GRANT

In exchange for User’s promises set forth herein, Metro grants the User a limited, non-exclusive, revocable license to use the Product for the business, educational or organizational activity of the User, subject to the terms and conditions provided in this Agreement. 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 must be solely for the business, educational or organizational activity of the User.

2.2 Maintenance of Confidentiality

- (a) User must maintain the confidentiality of the source data delivered by Metro and protect the interests of Metro in its data incorporated into the RLIS database. For the purpose of this Agreement, “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 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 must immediately inform Metro of such request and direct the requestor to contact Metro.

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

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

2.3 Restrictions on Use

(a) Unauthorized Use. User must 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 must 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 must 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 receives the Product from Metro, whether by online download or any other means, User is prohibited from duplicating the Product except as follows:

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") are 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/rlis”

(e) Metro retains all rights to its intellectual property, including Metro’s data, copyrights, patents, trademarks, and service marks.

(f) User is solely responsible for its use of the Product.

(g) This License does not grant User any right to use the Product in a way that suggests Metro endorses their use of the Product.

2.4 Violation of Restrictions on Use

If User fails to comply with any Agreement terms and conditions, this license is terminated, and User must immediately discontinue all use of the Product.

3. NON-WARRANTY

Information and data contained in the Product are collected by Metro from local governments and districts within the region. Metro attempts to maintain 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.

3.1 The Product is licensed “AS IS” and “AS AVAILABLE.” Metro accepts no responsibility for errors, omissions, or accuracy in the Product or the underlying related information.

3.2 Metro and any third party providing Metro with any data or information contained in the Product disclaim all representations and warranties of any kind, express or implied, including, without limitation, the implied warranties of merchantability, fitness for a particular purpose, accuracy or completeness, timeliness, the presence or absence of errors, non-infringement, or otherwise.

4. LIABILITY LIMITATION

Metro is not and cannot be held liable for any loss or damages, direct or indirect, including without limitation, loss of profits and special, consequential, or incidental damages, no matter how caused and regardless of any legal theory,

arising out of or related to User's use or distribution of the Product or use under this Agreement, whether by User or anyone else, and whether or not caused by any fault on User's part.

5. INDEMNITY

To the fullest extent permitted by law, User must defend, save and hold harmless Metro, and its elected officials, officers, agents and employees from any and all claims, demands, suits, actions, losses, damages, liabilities, costs and expenses of whatsoever nature (including all attorneys' fees and costs at trial and on appeal), arising out of or resulting from the User's receipt and use of the Product. In addition, User must 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 at trial and on appeal), arising out of or resulting from the User's receipt and use of the Product.

6. MISCELLANEOUS PROVISIONS

6.1 Availability Not Guaranteed

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 is not liable to any User for any modification, suspension or discontinuation of the Product.

6.2 Applicable Law: Venue

This Agreement is construed and interpreted pursuant to the laws of the state of Oregon. Venue for any action or claim arising out of or in connection with this Agreement is in the Circuit Court for the State of Oregon for Multnomah County.

6.3 Entire Agreement: Finding of Invalidity

This Agreement contains the entire agreement of the Parties as to the above subject matter. Any agreement, statement or promise, by any Party, not contained in this Agreement, is not binding or valid. In addition, if any term of this Agreement is held to be illegal, invalid or unenforceable by a Court, it does not affect the remainder of this Agreement, and each term will be valid and enforced as written to the fullest extent permitted by law.