

RLIS Limited Use License

THIS AGREEMENT is made and entered into by and between METRO, acting by and through the Data Resource Center (hereinafter referred to as "Metro" or "DRC"), and the party that is named and whose electronic or actual handwritten signature is set forth below (hereinafter referred to as "User").

RECITALS

1. DRC is the designer and developer of the certain aggregated and copyrighted information and data (the "Product"), which it has the right to sell and distribute; and

2. User is an individual, organization, corporation, government entity, 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. DRC desires to provide the Product to the User for the sole purpose of permitting use of the Product in the User's business or organizational activity, and for no other purpose whatsoever.

AGREEMENT

1. Metro's Grant. In exchange for the promises set forth herein, Metro hereby grants the User a non-exclusive, revocable license to use the Product for the business or organizational activity of the User and for no other purpose whatsoever. DRC retains all rights, title and interest in the Product, including the right to sell the Product to other Users.

2. User's Ageement. In exchange for the receipt from Metro of the Product, User agrees to the following terms and conditions, effective as of the date the product is delivered and continuing so long as the Product is in the possession of the User.

2.1 Permitted Use. User agrees that its use of the Product shall be solely for the business or organizational activity of the User, and for no other purpose whatsoever.

2.3 Maintenance of Confidentiality. User shall maintain the confidentiality of the source material and data delivered by DRC and shall protect the interests of the DRC in its data incorporated into the RLIS database. In the event that the User is subject to the provisions of Oregon Public Records Laws as set forth ORS 192.414 to ORS 192.505, User shall claim all exemptions from public disclosure of the Product to the fullest extent permitted under ORS 192.414 to ORS 192.505.

2.2 Restrictions on Use.

(a) Unauthorized Use. User shall not disclose, lease, sell, distribute, make, transfer or assign the Product or engage in any other transaction, which has the effect

of transferring the right of use or part of the Product without prior written consent of DRC.

(b) Copies. User shall not duplicate the Product except for the following:

1. User may make one backup copy of 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.

2.3 Violation of Restrictions on Use. If the User fails to comply with any of the terms and conditions provided herein, then upon written notice from DRC, User shall immediately return to DRC the Product and all copies thereof.

4. WARRANTY

4.1 Limited Warranty.

(a) User acknowledges that the information and data contained in the Product is collected from the region's 25 cities and three counties for general planning purposes, and User further acknowledges that DRC has collected and is maintaining these data to meet the accuracy requirements of a broad-scale land information system. Therefore, User acknowledges and agrees that the level of accuracy of the Product is adequate for regional planning purposes only, and also acknowledges that Metro does not warrant the accuracy of data originated by these jurisdictions.

(b) DRC shall use its best efforts to ensure that the Product is delivered free of physical defect.

(c) DRC shall have the sole authority to determine whether the Product, at the time of delivery, was free of physical defect.

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

4.2 User's Limited Remedy. User's sole and exclusive remedy for breach of this limited warranty shall be to return the Product within 60 days of receipt. Upon such return, DRC shall, at its discretion, retain the returned Product, replace the Product, or repair the Product and return it to User.

5. LIABILITY LIMITATION

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

6. 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 DRC with any 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.

7. MISCELLANEOUS PROVISIONS

7.1 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.

7.2 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.