

DATA PURCHASE AGREEMENT

This agreement made between \_\_\_\_\_, hereinafter referred to as "Requestor" and Kenosha County for the purpose of obtaining digital mapping data; and,

WHEREAS, Kenosha County has created a comprehensive inventory of digital mapping data ; and,

WHEREAS, the Requestor has made a request to Kenosha County to obtain duplicate copies of Kenosha County's digital mapping data; and,

NOW THEREFORE, in consideration of Kenosha County allowing the Requestor to obtain copies of Kenosha County's digital mapping data, heretofore described, the Requestor does hereby agree as follows:

1. That the Requestor accepts the digital mapping data provided by Kenosha County "as is" WITHOUT ANY WARRANTY BY KENOSHA COUNTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, AND WITHOUT ANY WARRANTY OF ACCURACY. As such, the Requestor agrees to indemnify, defend and hold harmless Kenosha County, its elected officials, or any employee or agent thereof, from any and all claims arising out the Requestor's use of Kenosha County's digital mapping data or other information derived therefrom.
2. That Kenosha County shall have no obligation to supplement or update any of the digital mapping data.
3. That the Requestor shall not misrepresent the digital mapping data. The Requestor agrees that the digital mapping data shall be used for reference or supplemental purposes only unless Requester, by its efforts, produces a value added product.
4. That the Requestor agrees not to violate the digital distribution rights of Kenosha County's digital mapping data and recognizes the copy rights of Kenosha County. The Requestor agrees that any requests received regarding Kenosha County's digital mapping data shall be forwarded to the Kenosha County Department of Planning and Development.
5. That the digital mapping data provided by Kenosha County to the Requestor will be provided at a cost as specified in the Kenosha County Department of Planning and Development Fee Schedule.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed this \_\_\_\_\_ day of \_\_\_\_\_, 2011

KENOSHA COUNTY

REQUESTOR

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Witness

Witness

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_