

DISTRIBUTION AGREEMENT FOR BUFFALO COUNTY GIS DATA

User is assuming the entire risk as to the quality and performance. The data is neither a legally recorded map nor a legal land survey and is not intended to be used as one.

Agreement made this the twenty fourth day of July, 2013, by and between Buffalo County (hereinafter "County") and University of Wisconsin-Madison (hereinafter "User")

The Geographic Information System (hereinafter "GIS") data includes but is not limited to orthophotography, contours, cultural/recreational, digital terrain model, Buffalo County geography, management districts, roads, soils, streams, tax parcels, USGS topographies, watershed geology, wetlands and zoning (hereinafter "data sets"). By signing below, User agrees to abide by all terms and conditions of this Agreement. This document constitutes the entire agreement between the parties, and it supersedes any prior agreement, oral or written. Any request for the purchase of data sets must be accompanied by an original, signed Distribution Agreement, or it will be returned unsatisfied to the requestor.

County may sell data sets in accordance with the attached price schedule, which is subject to amendment by County without notice at any time. These prices reflect an average cost of reproduction, including but not limited to order, administration, direct labor, computer time, supplies and delivery. Media charges will be assessed separately. Payment will be required prior to the distribution of any data sets.

County Rights in Data Sets: Redistribution of County's data sets by User outside of User's organization/entity is expressly forbidden. User shall not assign or transfer any interest or obligation in this agreement, whether by notation or assignment, without prior written consent of County. Any unauthorized distribution or notation or assignment shall be grounds for immediate termination of this agreement.

User shall not resell or share with a third party the software, data or information provided by County and shall not modify, develop or implement any software for the downloading and/or storage of data.

Any hardcopy of original data sets shall clearly indicate their sources as "Buffalo County Land Information Systems." If User modifies the data in any way whatsoever, User is obligated to describe the type(s) of modification(s) they have performed on the hardcopy. User specifically agrees not to misrepresent County GIS data sets, nor to imply that County approves changes User has made.

Updates: Data sets are purchased on a one-time basis. County is under no obligation or duty to specifically inform users of or provide users with any updates to the data sets thereafter. The burden of ordering and paying for updated data sets is held entirely by User.

Liability: County makes no warranty or representation, either expressed or implied, with respect to the data which have been requested, or the quality, accuracy, performance, merchantability, or fitness for a particular purpose. Therefore, the data sets are transferred to you "AS IS" without any support whatsoever, technical or otherwise, and

In no event will County, its elected or appointed officials or employees or any third person(s) who have been involved in the creation, production, or delivery of the data set(s), be liable for direct,

indirect, special, incidental, or consequential damages resulting from any defect in the data or its documentation. In particular, County shall have no liability for any data stored or used, including costs of recovering such data. This disclaimer shall apply not only to the current transfer of data by the County to User but also to any future transfer of data. User agrees to indemnify and hold county harmless from any liability incurred in connection with the users use of the data.

The parties agree that this Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Wisconsin.

Questions regarding the administration of this license or the use of the distributed data should be referred to:

Del Twidt
County Board Chairman
407 South Second Street
P.O. Box 494
Alma, WI 54610-0396
(608) 685- 6235
del.twidt@buffalocounty.com

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized representatives to be effective on the date written above.

BUFFALO COUNTY, WI

By:

Mike Hardiman by CA Date
Mike Hardiman, Director
UW-Madison Purchasing Services

July 25, 2013