This is a fillable form. Please type your information on the form, press the print button, and sign and return to us with your payment. Thank you.

# ST. LOUIS COUNTY ON-LINE SOFTWARE SUBSCRIBER AGREEMENT

This Agreement is entered into by and between the County of St. Louis, through its Auditor's Office, 100 North 5th Avenue West, #214, Duluth, Minnesota 55802, a body corporate and politic existing under the laws of the State of Minnesota, hereinafter referred to as "County" and (insert full legal name and mailing address)

_____

_____

_____

hereinafter referred to as "Subscriber".

W I T N E S S E T H:

WHEREAS, the County has compiled databases relating to certain property tax and real property records maintained by the County as a political subdivision of the State of Minnesota; and

WHEREAS, the County may charge a reasonable fee for providing access to databases having a commercial value; and

WHEREAS, the Subscriber wishes to directly access certain electronic databases made available to Subscriber pursuant to the terms and conditions set forth in this Agreement below.

NOW, THEREFORE, in consideration of the mutual covenants and promises between the parties set forth herein, it is hereby agreed that:

## I. COUNTY DATABASE ACCESS

A. License.

The County grants the Subscriber a nonexclusive, nontransferable, limited license to access certain real property and property tax databases during the term of this Agreement. This Software Access License includes the right to view and print insubstantial portions of data for the sole use of the Subscriber and does not grant the Subscriber the right to store or download any of the County's data. The Subscriber may

not create additional copies of material printed from the County's database and may not distribute materials gained from the County's database to third parties without the prior written approval of the County.

B. Limitation of License.

Neither the data nor any portion thereof may be copied, downloaded, stored, published, transmitted, transferred, sold or otherwise used, in any forms or means, except (1) As expressly permitted herein; (2) With the County's prior written permission; or (3) If not otherwise expressly prohibited by this Agreement, as allowed by the Fair Use Provision of the United States Copyright Act, 17 U.S.C. § 107, and the Minnesota Data Practices Act, Minn. Stat. Ch. 13. Subscriber shall not download nor store the County's data in a searchable database except as provided by the terms of this Agreement. Subscriber shall not sell or license County's data (including printouts of the County's data) to third parties or use substantial portions of the County's database as material offered for sale or license. The County acknowledges that the subscriber's "regular course of business" includes using the information provided by the County in the preparation of title searches, title work, title abstracts, and title insurance; all of which will be prepared and/or furnished for resale to the subscriber's customers.

C. Rights and Data.

Except for the license granted herein, all rights, title, and interest in data, and all languages, formats, and media throughout the world, including all copyrights therein, is and shall continue to be the exclusive property of the County.

D. County Charges.

Charges payable by the Subscriber for access to and use of the County's databases described in this Agreement are set forth in Schedule A. The County's charges for this service may be modified upon thirty (30) days' notice to the Subscriber in writing or on-line.

E. Disclaimer of Warranties and Limitation of Liability

The County's goods and services provided pursuant to this Agreement are provided "as is" without warranty of any kind, express or implied, including but not limited to, the warranties of performance, merchantability and fitness for a particular purpose. Subscriber's exclusive remedy and the County's entire liability hereunder, if any, for any claim(s) for damages relating to the County's databases or data which are made against them, individually, or jointly, whether based in contract or negligence, shall be limited to the amount of database access charges paid by the Subscriber relative to the period of occurrence of the events which are the basis of the claim(s); provided, however, that the County shall have no liability whatsoever to the Subscriber for any claim(s) relating in any way to (1) Subscriber's inability or failure to perform legal, professional, or other research or related work or to perform such work properly or completely, even if assisted by the County; or (2) any lost profits or other consequential, exemplary, incidental, indirect or special damages relating in whole or in part to the Subscriber's rights hereunder or use of, or inability to use, the County's databases or data, even if the County has been advised of the possibility of such damages. Further, the County shall have no liability whatsoever to the Subscriber for any claim(s) relating in any way to any database or data.

F. Confidentiality.

The Subscriber agrees not to disclose any information relating to the Subscriber's access code, password, or any other information relating to the County's computer security system. Any violation of this section by the Subscriber shall constitute a material breach of this Agreement.

G. Access

The County shall maintain the right to deny, postpone, or cancel access at any time and without prior notice. Such termination of access will not constitute a material breach of this Agreement.

## II. SOFTWARE AND EQUIPMENT FOR INTERNET ACCESS

A. Subscriber's Equipment.

Subscriber's access to the County's data bases shall be made via the Internet. Subscriber is responsible for providing and maintaining all hardware, software, modem, telephone access, and all other equipment required to access the County's data bases.

## III. GENERAL PROVISIONS

A. Billing and Payment.

Prior to the commencement of each billing cycle, Subscriber shall be sent an invoice setting forth all charges. Subscriber shall pay the full amount of all such charges within 30 days after receipt of each such invoice. If such payment is not made, Subscriber may thereafter be charged up to the maximum legal interest on any unpaid balance.

B. Taxes.

Charges are exclusive of sales, use and other taxes, which are the responsibility of the Subscriber.

C. Responsibility of Subscriber.

Subscriber shall be responsible for all access to and use of the County's databases and data by Subscriber's personnel or by means of Subscriber's equipment or passwords, whether or not Subscriber has knowledge of or authorized such access and use.

D. Limitation of Claims.

Except for claims relating to charges or improper use of the County's databases or data, no claim, regardless of form, which in any way arises out of this Agreement or the use of, or inability to use the County's databases or data, may be made nor action based upon such claim brought, to any party hereto more than one year after the basis for the claim becomes known to the party desiring to assert it.

E. Termination.

This Agreement shall continue in force until terminated by prior written notice of termination to the other party. Notwithstanding the foregoing, this Agreement may be terminated at any time by the County, with or without cause, upon written notice or by the Subscriber. Subscriber may terminate this Agreement, with or without cause, upon thirty (30) days written notice to the County.

F. Integrated Agreement.

This Agreement contains all of the terms and conditions agreed on by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.

G. Representations.

No representations not set forth herein have induced the making of this contract. The undersigned have read and understand the entire contract and now state, and in consideration of this Agreement agree, that no representation, promise, or agreement not expressed in this Agreement has been made to induce the undersigned to enter into it.

H. Amendments.

All materials alterations, amendments, deletions, or waivers of the provisions of this Agreement shall be valid only when expressed in writing and duly executed by authorized representatives of the parties. Any alterations, modifications, or variations deemed not to be material by agreement of the parties shall not require written approval.

I. Force Majeure.

The County's performance hereunder is subject to interruption and delay due to causes beyond its reasonable control such as acts of God, acts of any government, war or other hostility, civil disorder, the elements, fire, explosion, power failure, equipment failure, industrial or labor dispute, inability to obtain necessary supplies, and the like.

J. Governing Law and Venue.

This Agreement shall be governed by and construed under the laws of the State of Minnesota and any legal actions taken pursuant to the terms and conditions of this Agreement shall be venued in State District Court located in Duluth, Minnesota.

K. Assignment.

Neither this Agreement nor any part or portion hereof shall be assigned, sublicensed, or otherwise transferred by Subscriber without the County's prior written consent.

L. Savings Clause.

Should any provision of this Agreement be held to be void, invalid, unenforceable or illegal by a court, the validity and enforceability of the other provisions shall not be affected thereby.

M. Non-waiver.

Failure of any party to enforce any provision of this Agreement shall not constitute or be construed as a waiver of such provision or of the right to enforce such provision.

N. Incorporation.

Attachment A is incorporated verbatim as a part of this Agreement.

O. Notices.

All notices hereunder shall be delivered in person or by United States mail to the following:

**SUBSCRIBER**

(Insert Name, Title, Mailing address, and Phone No.)

_____

_____

_____

_____

Phone No: _____

**ST. LOUIS COUNTY**

Donald Dicklich
County Auditor-Treasurer
100 N. 5th Ave. W., #214
Duluth, MN 55802

IN WITNESS WHEREOF, the authorized representatives of parties hereto have executed this Agreement effective this _____ day of _____, _____.

**SUBSCRIBER**

BY:_____

Name

Title

BY:_____

Name

Title

**ST. LOUIS COUNTY**

BY:_____

Donald Dicklich
County Auditor-Treasurer

BY:_____

Mark Monacelli
Public Records and
Property Valuation Director

**APPROVED AS TO FORM & EXECUTION**

BY:_____

Nora C. Sandstad
Assistant County
Attorney

1998-1166
4/13/04:/ymk/tlk/daj-4

**ST. LOUIS COUNTY ON-LINE SOFTWARE SUBSCRIBER AGREEMENT**
**SCHEDULE A**

1. The County, at its sole option, may terminate or interrupt direct access to its databases at any time, without prior notice, and for any reason.

2. The subscriber is allowed access to certain County databases from 7:00 a.m. through 6:00 p.m. on the days that the County is open for public business.

3. Subscriber hereby agrees to pay the County a fee of $136 per month for each full or partial month during which the Subscriber accesses the County databases. The $136 fee is payable for each concurrent user in advance.

4. Payments shall be made in advance for the following subscription terms: Service will be discontinued unless payment is received prior to the subscription period. Each successive period thereafter shall commence on January 1, or July 1, and extend for a six-month time period. Fees are payable for each month for which the service is provided beyond the trial period.

5. In the event that services are terminated pursuant to the terms of this Agreement, subscribers shall be offered a refund for prepaid user fees for each full month remaining in the subscription term.

**APPLICATION FOR SUBSCRIPTION ACCESS TO ST. LOUIS COUNTY RECORDER'S AND AUDITOR'S PROPERTY DATA**

| Name and Address of Firm | Date: |
|---|---|
| | |

Name of Internet Provider:

Name of Primary Contact:

Internet E-Mail Address of Contact:
How do you wish to receive initial ID's and passwords: E-Mail 1st Class Mail

Please indicate the number of access licenses your firm desires. Each license is $136 per month, payable every six months in advance. You need a separate license for each simultaneous access. You can have several people share one license, but only one can be signed on at any given time. You will be provided with your Use Access ID's and Initial Passwords upon receipt of your initial payment in the County Auditor's Office.

# of licenses desired_____

## FOR COUNTY USE ONLY

Date initial payment received: _____Amount:_____# of Months:_____# of Lic: _____

User ID's and Passwords provided to :_____

Subscription(s) expire: _____ Automatically Renew or One-Time

Signed contract provided:_____ MIS contacted and directed to give sign-ons and passwords:_____



**SUBMIT THIS FORM WITH SIGNED LICENSE AGREEMENT AND PAYMENT**