



SERVICES AGREEMENT

This Services Agreement (this "Agreement") is entered into as of the 21st day of **December, 2016** ("Effective Date") by and between The Sanborn Map Company, Inc., a Delaware corporation ("Sanborn"), and **Jackson County, MO** (the "CLIENT"). There are no third parties to this Agreement nor any third party rights or benefits either expressed or implied.

RECITALS

Sanborn is in the business of creating specialized geographic information solutions products and services.

CLIENT wishes to enter into this Agreement with Sanborn in order to secure **Oblique** products and/or services from Sanborn.

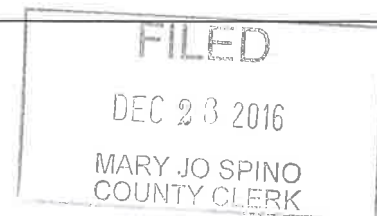
CLIENT and Sanborn acknowledge the Agreement consists of the following, which are listed in their order of priority in the event of inconsistent or contradictory provisions:

1. This Agreement, including Exhibits A,B, and C,
2. Sanborn's Technical Proposal and Cost Proposal dated November 2, 2016,
3. CLIENT RFP No. 72-16 for Oblique Photography Services dated October 17, 2016 and its Addendum No.'s 1 through 4 (Exhibit A.2.)

NOW, THEREFORE, CLIENT and Sanborn mutually agree as follows:

Article 1 Services.

1.1 Sanborn agrees to perform those services for CLIENT that are specified in Exhibit A (the "Services") and shall deliver to CLIENT those deliverables specified in Exhibit A (the "Deliverables"). *Additional* Services and Deliverables shall be defined by CLIENT as Purchase Orders from time to time as its needs dictate. The *additional* Purchase Orders shall contain, at a minimum: (i) specifications, (ii) list of deliverable items and shipment instructions,



(iii) acceptance criteria, and (iv) schedule of deliverables. Sanborn shall respond to such Purchase Order request(s) with a price quotation. This Agreement and any Purchase Orders issued hereunder must be signed by authorized representatives of each party with the authority to bind their respective organizations. Execution of this Agreement, or a Purchase Order issued hereunder, by both parties shall constitute a notice to proceed with the Services.

1.2 Sanborn shall use its commercially reasonable efforts to render services under this Agreement in a professional and business-like manner and in accordance with the standards and practices recognized in the industry. Sanborn shall not be restricted in its use of U.S. subcontractors and suppliers (including, but not limited to, any socio-economically disadvantaged companies as defined in the U.S. System for Award Management (SAM) and/or the Small Business Administration (SBA); and, any of Sanborn's qualified acquisition subcontractors) as Sanborn, in its sole discretion determines are necessary to meet its obligations under this Agreement or any Purchase Order issued hereunder. However, Sanborn shall obtain CLIENT's prior written approval for any subcontractors that it intends to utilize that are not already identified in Sanborn's Proposal, this Agreement, or any Purchase Order issued hereunder; such approval which shall not be unreasonably withheld.

1.3 Neither party shall be liable in damages or have the right to terminate this Agreement or any Purchase Order issued hereunder for any delay or default in performing (with the exception of payment obligations) if such delay or default is caused by events of Force Majeure. Force Majeure shall mean any events or actions beyond the reasonable control of either CLIENT or Sanborn preventing or delaying the execution of or compliance with any of the terms and conditions contained in this Agreement or any Purchase Order issued hereunder including but not limited to strikes, lockouts, labor shortages, actions or inactions of independent subcontractors and suppliers, power shortages, wars, acts of God, and governmental regulations, including the restrictions imposed by air traffic control personnel with authority over airspace required for flight operations, restricting normal operations, weather or atmospheric conditions that are not conducive for the collection of aerial imagery or terrain data in a manner that is necessary to meet or exceed the requirements of any Deliverable and inability of CLIENT to provide any specified Sources in a timely manner. Sources shall mean all information and/or materials as may be defined in this Agreement or any Purchase Order issued hereunder required to be provided by CLIENT to Sanborn for the performance of the Services. If and to the extent that Sanborn suffers a delay as a result of an event of Force Majeure, then it shall be entitled to a delivery schedule extension by a period of time equal to the period of interruption caused by the Force Majeure event.

1.4 Sanborn shall be the sole and exclusive owner of all right, title and interest in and to the work materials and Deliverables until such time as Sanborn has received full and final payment of all outstanding invoices with respect to the performance of the Services and delivery of the Deliverables hereunder. At such time as payment in full has been rendered to Sanborn, Sanborn shall transfer ownership of all right, title and interest in and to the work materials and Deliverables excluding software to Client. CLIENT shall be granted rights, title, and interest in and to the Software Deliverable as expressly set forth in Sanborn's Oblique Analyst standard End-User License Agreement (EULA), specified as Exhibit C, accompanying such Deliverable. CLIENT shall grant Sanborn the right to commercially resell data (imagery) deliverables to commercial entities outside of Missouri.

1.5 Any Products that are purchased through this Agreement or any Purchase Order issued hereunder that are the property of a third party, if applicable, shall be subject to the owner's license agreements / terms of service.

1.6 The parties mutually agree that the database design(s) for CLIENT shall be as contained in the specifications in Exhibit A, and each Purchase Order issued hereunder.

1.7 The parties mutually agree that the standards for quality validation of the Deliverables shall be as contained in the specifications of Exhibit A, and each Purchase Order issued hereunder. CLIENT shall be responsible for evaluating and determining the adherence of the Deliverables to the acceptance criteria or calculating error rates for the Deliverable units under this Agreement or any Purchase Order issued hereunder within thirty (30) days of receipt. To the extent that CLIENT assigns or contracts some or all of this responsibility to any third party ("Agent") such assignment or contracting of the responsibility shall not relieve CLIENT of responsibility and liability for all acts and omissions which may constitute CLIENT's default or breach of this Agreement.

1.8 CLIENT's point of contact for Sanborn shall be:

Name: **Michael Erickson**
Title: **Director of Information Technology**
Jackson County, MO
415 E 12th St, Room 105
Kansas City, MO 64106
Phone: **(816) 881-3155**
Email Address: **merickson@jacksongov.org**

Sanborn's point of contact for CLIENT shall be:

Shawn Benham, PMP
Project Manager
Sanborn
1935 Jamboree Drive, Suite 100
Colorado Springs, CO 80920-5358
(719) 502-1296
sbenham@sanborn.com

Article 2 Compensation. CLIENT shall pay Sanborn for the Deliverables and performance of the Services in accordance with the terms specified in Exhibit B. CLIENT is tax exempt and shall issue a tax exempt certificate to Sanborn upon execution of this Agreement.

Article 3 Independent Contractor Status.

3.1 Sanborn is an independent contractor and no employees, associates or agents of Sanborn shall be deemed to be an employee, associate or agent of CLIENT, or vice-versa. CLIENT and Sanborn are not and shall not be considered as employer/employee, joint

adventurers, partners, or one as agent of the other under this Agreement, and neither shall have power to bind or obligate the other.

Article 4 Term and Termination.

4.1 This Agreement shall remain in effect from the date contained herein until terminated by either party by giving thirty (30) days' written notice to the other party. If terminating for any reason other than convenience or delay or default in payment obligations, the terminating party shall provide the other party at least thirty (30) days to cure, or to submit an acceptable plan to cure, prior to the effective date of such termination. Upon the date so specified, Sanborn shall immediately terminate all activities on behalf of CLIENT. Notwithstanding any such termination, CLIENT shall in no event be released from its obligation to pay Sanborn for all Services performed and those in process at the time of such termination, and Deliverables delivered prior to such termination.

4.2 The provisions of Articles 1-6 shall survive any termination of this Agreement.

Article 5 Indemnification

5.1 Sanborn agrees, to the fullest extent permitted by law, to indemnify and hold the County/CLIENT harmless from damages and losses arising from the negligent acts, errors or omissions of Sanborn in the performance of the work under the Contract/Agreement, to the extent that Sanborn is responsible for such damages and losses on a comparative basis of fault and responsibility between Sanborn and the County/CLIENT. Sanborn is not obligated to indemnify the County/CLIENT for the County's own negligence. Sanborn's obligations under this section shall be limited to the coverage and limits of insurance that Sanborn is required to procure and maintain under the Contract/Agreement. Insurance shall be procured and maintained by the Sanborn as described in Exhibit A of the Request for Proposal 72-16, issued October 17, 2016. Sanborn shall file Certificate of Insurance with the Jackson County Purchasing Department.

5.2 Conditions of Indemnification of Third Party Claims. The obligations and liabilities of the parties hereunder with respect to Claims resulting from the assertion of liability by third parties shall be subject to the following terms and conditions: (a) In the event that any claim or demand for which one party would be liable to the other hereunder (the "Indemnified Party" and the "Indemnifying Party" as applicable), is asserted against or sought to be collected by a third party, the Indemnified Party shall promptly notify the Indemnifying Party of such claim or demand, specifying the nature of such claim or demand and the amount or the estimated amount thereof (which estimate shall not be conclusive of the final amount of such claim or demand) (the "Claim Notice"). The Indemnifying Party shall have ten (10) days from its receipt of the Claim Notice (the "Notice Period") to notify the Indemnified Party (1) whether or not the Indemnifying Party disputes its liability to the Indemnified Party hereunder with respect to such claim or demand, and (2) if it does not dispute such liability, whether or not it desires, at its sole cost and expense, to defend the Indemnified Party against such claim or

demand; provided, however, that the Indemnified Party is hereby authorized prior to and during the Notice Period to file any motion, answer or other pleading that it shall deem necessary or appropriate to protect its interests. In the event that the Indemnifying Party notifies the Indemnified Party within the Notice Period that Indemnifying Party desires to defend against such claim or demand, then except as hereinafter provided, the Indemnifying Party shall have the right to defend the Indemnified Party by appropriate proceedings, which proceedings shall be promptly settled or prosecuted to a final conclusion in such a manner as to avoid any risk of an Indemnified Party becoming subject to liability for any other matter. If, in the reasonable opinion of an Indemnified Party, any such claim or demand involves an issue or matter that could have a material adverse effect on the business, operations, assets, properties or prospects of an Indemnified Party or an affiliate of an Indemnified Party, such Indemnified Party shall have the right to control the defense or settlement of any such claim or demand, and its reasonable costs and expenses thereof shall be included as part of the indemnification obligations of the Indemnifying Party hereunder. If the Indemnifying Party disputes its liability with respect to such claim or demand or elects not to defend against such claim or demand, whether by not giving timely notice as provided above or otherwise, then the amount of any such claim or demand, or, if the same be contested by the Indemnifying Party or by an Indemnified Party (but the Indemnified Party shall not have any obligation to contest any such claim or demand), then that portion thereof as to which such defense is unsuccessful, shall be presumptively deemed to be a liability of the Indemnifying Party hereunder (subject, if the Indemnifying Party has timely disputed liability, to a determination that the disputed liability is covered by these indemnification provisions).

(b) In the event that an Indemnified Party should have a claim against an Indemnifying Party hereunder that does not involve a claim or demand being asserted against or sought to be collected from it by a third party, the Indemnified Party shall promptly send a Claim Notice with respect to such claim to the Indemnifying Party; provided, that the failure to so notify shall not limit the Indemnified Party's right to indemnification unless such failure materially adversely affects the ability of the Indemnifying Party to defend such claim and then only to such extent. If the Indemnifying Party does not notify the Indemnified Party within the Notice Period that it disputes such claim, the amount of such claim shall be presumptively deemed a liability of the Indemnifying Party hereunder.

5.3 Participation; Cooperation. The Indemnified Party will at all times also have the right to participate fully in the defense at its own expense unless the third party Claim is made both against an Indemnifying Party and an Indemnified Party and the Indemnified Party has been advised by counsel that there are legal defenses available to such Indemnified Party that are materially different from those available to the Indemnifying Party, in which case the fees and expenses of one counsel in respect of such claim incurred by the Indemnified Party will be paid by Indemnifying Party. The parties will cooperate in the defense of all third-party Claims that may give rise to indemnifiable Claims hereunder. In connection with the defense of any claim, each party will make available to the party controlling such defense, any books, records or other documents within its control that are reasonably requested in the course of such defense.

5.4 Limitation on Damages. Notwithstanding any other provision of this Agreement, neither party will be liable to the other for any punitive, indirect, special, consequential or incidental damages whatsoever. Sanborn's maximum aggregate liability to CLIENT shall be limited to the aggregate dollar value of fees paid to Sanborn by CLIENT pursuant to the terms hereof. **EXCEPT FOR THE EXPRESS WARRANTIES MADE OR REFERENCED IN THIS**

AGREEMENT, NEITHER PARTY MAKES ANY WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE AS TO ANY ITEMS OR SERVICES PROVIDED UNDER THIS AGREEMENT.

Article 6 Miscellaneous.

6.1 This Agreement is made in the State of Missouri, and shall for all purposes be construed in accordance with the laws of said State, without reference to choice of law provisions.

6.2 This Agreement is performable in, and venue of any action related or pertaining to this Agreement shall lie in Jackson County, State of Missouri.

6.3 This Agreement and its Exhibits contains the entire agreement between CLIENT and Sanborn and supersedes any and all previous agreements, written or oral, between the parties relating to the subject matter hereof. No amendment or modification of the terms of this Agreement shall be binding upon the parties unless reduced to writing and signed by both parties as described in sections 6.9 and 6.10.

6.4 This Agreement may be executed in counterparts, each of which shall be deemed an original.

6.5 In the event any provision of this Agreement is held illegal or invalid, the remaining provisions of this Agreement shall not be affected thereby.

6.6 The waiver of a breach of any provision of this Agreement by either party or the failure of either party otherwise to insist upon strict performance of any provision hereof shall not constitute a waiver of any subsequent breach or of any subsequent failure to perform.

6.7 Notice required under this Agreement shall be in writing and either personally delivered; sent by certified mail, return receipt requested; sent by common courier (i.e., UPS, FedEx), with proof of delivery; or sent electronically (i.e., Facsimile, Email), with delivery/read receipt/confirmation, to CLIENT at its principal executive offices in section 1.8 or to Sanborn, Attention: Corporate Contracts at the last address filed by it in writing with CLIENT.

6.8 This Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, representatives and successors. Neither party may assign this Agreement to a successor without the prior written approval of the other party; such approval which shall not be unreasonably withheld.

6.9 This Agreement may only be modified through written amendment or Change Request Form as described in section 6.10, and signed by authorized representatives of the parties.

6.10 The Exhibits to this Agreement and any Purchase Order(s) issued hereunder may only be modified through the Change Request process which requires that any change to the specifications, deliverables, acceptance criteria, delivery schedule, fees or invoicing and payment

terms be clearly quantified and reduced to writing utilizing a Change Request Form, and signed by authorized representatives of the parties.

6.11 All claims, disputes, and other matters in question between the parties arising out of or relating to this Agreement or the breach thereof, shall be formally discussed and negotiated between the parties for resolution. In the event that the parties are unable to resolve the claims, disputes, or other matters in question within thirty (30) days of written notification from the aggrieved party to the other party, the aggrieved party shall be free to pursue all remedies available at law or in equity.

6.12 The parties acknowledge that certain equipment, products, software and technical information provided pursuant to this Agreement may be subject to United States export laws and regulations and agrees that any use or transfer of such items must be authorized by the appropriate United States government agency. The parties shall not directly or indirectly use, distribute, transfer or transmit any item and/or information (even if incorporated into other equipment, products, software or technical information) except in compliance with United States export laws and regulations.


6.13 Sanborn may propose technology enhancement of Deliverables being provided under this Agreement or any Purchase Order(s) issued hereunder whenever newer technology becomes available that may save money, improve performance, or improve adherence to specifications. All proposed upgrades must meet the following requirements: (i) all mandatory requirements of this Agreement and any Purchase Order(s) must continue to be met, (ii) the proposed upgrade or enhancement will result in at least equal operability, maintainability, reliability, and overall performance while providing some additional benefit or advantage to CLIENT, (iii) the change will be mutually negotiated between the parties, (iv) as a minimum, the following information must be submitted by Sanborn with each such proposal: (a) a description of the difference between the existing Agreement and/or Purchase Order requirement and the proposed change along with the comparative advantages and disadvantages of each, (b) suggested Agreement and/or Purchase Order requirements which should be changed if the proposed technology enhancement is adopted, (c) a complete pricing proposal that evidences the commerciality of the pricing (the price for the upgraded product/service or configuration can be no greater than the standard commercial price of the replacement product/service), (v) an evaluation of the proposed change's effect on collateral costs, costs of related items, and costs of maintenance and operation, as applicable, (vi) timing as to when the modification adopting the technology enhancement must be issued to ensure the maximum benefit to CLIENT, and (vii) identify any effect on the Agreement and/or Purchase Order completion or delivery schedule.

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IN WITNESS WHEREOF, this Agreement is executed as of the Effective Date.

THE SANBORN MAP COMPANY, INC.

APPROVED AS TO FORM:


By 
W. Stephen Nixon
County Counselor

By: 
Name: John R. Copple
Title: Chief Executive Officer

JACKSON COUNTY, MO

ATTEST:

By 
Mary Jo Spino
Clerk of the Legislature

By: 
Name: Q. Troy Thomas
Title: Chief Financial Officer

REVENUE CERTIFICATE

I hereby certify that there is a balance otherwise unencumbered to the credit of the appropriation to which this contract is chargeable, and a cash balance otherwise unencumbered in the treasury from which payment is to be made, each sufficient to meet the obligation of \$182,240.00 which is hereby authorized.

Funding for future years is subject to appropriation in the then current Jackson County budget.

December 23, 2016
Date


Chief Financial Officer
Account No. 045-4500-56661

45002016014



EXHIBIT A

Services and Deliverables

1. Sanborn's Technical Proposal and Cost Proposal dated November 2, 2016, inclusive of the following options that are the services and deliverables ordered under this contract : 3-inch GSD (high resolution imagery), Image Viewing Software and Licenses, Hosting of imagery – 12 months, Integration with other software packages.
2. CLIENT RFP No. 72-16 for Oblique Photography Services dated October 17, 2016 and its Addendum No.'s 1 through 4



EXHIBIT B

Compensation

CLIENT shall pay, and Sanborn agrees to accept as full consideration for its Services and Deliverables under Exhibit A of this Agreement, the firm-fixed price of One Hundred Eighty Two Thousand Two Hundred Forty dollars and zero cents (**\$182,240.00**).

Mobilization costs in the amount of 10% of the total price will be invoiced and paid upon project initiation for all expenses incurred to collect the aerial data necessary for the project. Invoices shall be submitted thereafter based upon the delivery milestones as follows:

- 10% of the total price upon survey and flight plan approval
- 30% of the total price upon acquisition completion
- 10% of the total price upon approval of pilot project
- 30% of the total price upon initial product delivery
- 10% of the total price upon final acceptance

Payment terms are thirty (30) days from receipt of invoice. There shall be no retainage of any invoiced amount.

Remit Payment to:

By Check:

The Sanborn Map Company, Inc.
1935 Jamboree Drive, Suite 100
Colorado Springs, CO 80920-5358

(or) By Wire:

Guaranty Bank and Trust Company
ABA Routing Number: 102000966
Account Number: 4000363205

Should any of CLIENT's payments be delayed by more than thirty (30) days from their due date, Sanborn shall have the right to take any one or more of the following actions:

- Stop-work without further obligation, liability, damages or penalty until all past-due payments are received;
- Collect interest on past-due payments in accordance with applicable laws and regulations;
- File appropriate liens against Services and Deliverables for which payment has not been received;
- Terminate this Agreement and collect all payments due in accordance with section 4.1 using all methods available at law and in equity.

CLIENT shall pay, and Sanborn agrees to accept as full consideration for any *additional* Services and Deliverables under this Agreement, invoices for work performed at CLIENT's request through mutually negotiated Purchase Orders.

For any Purchase Orders that are not firm-fixed price, CLIENT shall be responsible for all costs and expenses incident to the performance of Services for CLIENT, including but not limited to, all costs of equipment provided by Sanborn, all travel, food, lodging, all fees, fines, licenses, bonds or taxes required of or imposed against Sanborn and all other of Sanborn's costs of doing business.



EXHIBIT C

End-User License Agreements (EULA)

- Sanborn Oblique Software End-User License Agreement v3



Sanborn Oblique Analyst® Software End-User License Agreement

BEFORE DOWNLOADING, INSTALLING OR USING THE SANBORN OBLIQUE ANALYST® SOFTWARE, PLEASE CAREFULLY READ THE TERMS OF THIS AGREEMENT.

DOWNLOAD, INSTALLATION OR USE OF THE SANBORN PRODUCTS INDICATES THAT YOU HAVE READ THIS AGREEMENT AND INDICATES YOUR ACCEPTANCE OF THESE TERMS AND CONDITIONS.

IF YOU DO NOT AGREE WITH THE TERMS AND CONDITIONS OF THIS END-USER LICENSE AGREEMENT, DO NOT PROCEED WITH DOWNLOAD OR INSTALLATION OF THE PRODUCTS.

THIS IS NOT FREE DATA, FREE PRODUCT OR FREE WARE. UNLICENSED USE OF THE SANBORN PRODUCTS IS A VIOLATION OF LAW, INCLUDING WITHOUT LIMITATION, THE U.S. AND INTERNATIONAL COPYRIGHT LAWS.

IF YOU AGREE TO THE TERMS OF THIS AGREEMENT, PLEASE DOWNLOAD AND INSTALL THE SANBORN PRODUCTS, AND YOU WILL BE GRANTED A LICENSE TO USE THE SANBORN PRODUCTS AS SET FORTH BELOW.

The Sanborn Map Company, Inc. ("Sanborn") grants a non-exclusive, non-transferable, perpetual license (the "License") to you to install, download, use, copy or transmit the Sanborn Oblique Analyst® Software including Browser-Based Oblique Image Viewer and ArcGIS Oblique Extension, and any services, documentation, software related data and information (manuals, instructions, etc.) you receive in connection therewith (the "Products"), on the express condition that you agree to the terms and conditions of the license as set forth herein (the "Agreement"):

1. License Granted

(a) The License granted by this Agreement provides for the following use: Permits access to, or delivery or transmission of the Products to or from your computer system to install, download, use, or copy the Products on a per user license arrangement for individual users, and/or permits access to, or delivery or transmission of the Products to or from your local area network to install, download, use, or copy the Products for an unlimited number of users for agency/organization users, at the address set forth on your order form.

(b) This Agreement is subject to Sanborn's agreements with its data suppliers, as may be imposed or modified from time to time. Any data available to you under this Agreement that is provided to Sanborn by third party data suppliers is expressly conditioned on Sanborn's agreements with such data suppliers. Sanborn shall cease delivery of such data to you upon termination of the license granted by such data suppliers to Sanborn to distribute such data.

2. No Warranties

DISCLAIMER. SANBORN MAKES NO WARRANTIES AS TO THE PRODUCTS, WHETHER EXPRESS OR IMPLIED, WRITTEN OR ORAL, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR USE OR PURPOSE. IN NO EVENT SHALL SANBORN BE LIABLE TO YOU OR ANY OTHER PERSON OR ENTITY FOR SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS, LOSS OF DATA OR LOSS OF USE DAMAGES) ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE MANUFACTURE, SALE OR SUPPLY OF THE PRODUCTS WHETHER OR NOT SANBORN HAS BEEN ADVISED OF OR OTHERWISE MIGHT HAVE ANTICIPATED THE POSSIBILITY OF SUCH DAMAGES.

3. Limitation on Liability

(a) The Products provided hereunder are obtained or derived by Sanborn from sources, in a manner that Sanborn, using commercially reasonable resources, has reason to believe are reliable. Sanborn and its suppliers shall have no liability to you, or a third party, for errors, omissions or malfunctions in the Products, other than the obligation of Sanborn to use commercially reasonable efforts, upon receipt of notice from you, to correct a malfunction, error, or omission in any Products. Sanborn, at its option and expense, may either (a) replace the Products, or (b) refund the purchase price you paid upon receipt of the Products.

(b) You agree to indemnify Sanborn and its suppliers against, and hold Sanborn harmless from, any and all losses, damages, liability, costs, including attorney's fees, resulting directly or indirectly from any claim or demand against Sanborn by a third party arising out of or related to the accuracy or completeness of any Products received by you, or any data, information, service, report, analysis or publication derived therefrom. Sanborn shall not be liable for any claim or demand against you by a third party.

(c) Neither party shall be liable for any delay by reason of circumstances beyond its control, including acts of civil or military authority, national emergencies, labor difficulties, fire, mechanical breakdown, flood or catastrophe, acts of God, insurrection, war, riots, or failure beyond its control of transportation or power supply.

4. Proprietary Information

You acknowledge that the data and information contained in the Products constitute copyrighted, trade secret or proprietary information of substantial value to Sanborn or its suppliers (collectively "Proprietary Information"). You shall treat Proprietary Information as proprietary and shall not divulge, nor permit any of your employees or agents to divulge, any Proprietary Information to any person or entity, except as expressly permitted under this Agreement.

5. Copyright

(a) You understand and acknowledge that the Products are a copyright of Sanborn and you agree that you will insure that all copies of the Products will contain appropriate copyright notices and that all notices, reproductions or advertisements of any kind will also credit Sanborn as the source of the data.

(b) All Products and advertising must, minimally, be accompanied by the following copyright and credit statements: © *The Sanborn Map Company, Inc. (insert year). All Rights Reserved.*

6. Limitations on Use of Products

(a) You agree to obtain access to or receive deliveries of the Products solely from Sanborn and/or its authorized distributors or resellers.

(b) You agree to use the Products solely for your internal use and benefit as expressly described in Section 1(a) above, and not for resale or other transfer or disposition to, or use by or for the benefit of, any other person or entity, except as follows: Use of the Products is limited to use by you, temporarily on another computer system while your computer is inoperative, or on a replacement computer system upon advance written consent by Sanborn. The information and data contained in the Products, or any portion thereof (also, the "Products"), may not be transferred to or used on any other computer system except for as provided above.

(c) You may disseminate reports and analyses that contain "insubstantial" portions of the Products by either hard copy or view only access; provided that such dissemination is for human cognition only and not for manipulation in machine readable form ("Hard Copy Redistribution"). "Insubstantial" means those portions of Products which in the aggregate do not form a significant part of the Products from which they were derived, combined or revised. You may make an unlimited number of print and internet display copies of the Products for use by any other person or entity as expressly permitted under this Agreement, provided that: (1) all copies include the copyright notice prominently displayed in or adjacent to the Products; (2) you may not sell any copies made for such purposes; (3) with the exception provided by (4) below, you will prohibit and prevent this data from being downloaded or screen captured by such other persons or entities; and (4) you may display Products on the Internet in JPEG format that is non-geo-referenced and degraded from its original form. Other than Hard Copy Redistribution, no other redistribution of the Products is permitted.

(d) You shall not use the Products for any unlawful purpose.

(e) You are specifically prohibited from charging, or requesting donations, for the Products or any copies of the Products, however made, and from charging, or requesting donations, for the Products or any copies of the Products, however made, which are combined or bundled with other data or products of any kind, commercial or otherwise.

(f) You are specifically prohibited from the reverse engineering of any kind of, or the creation of derived applications or data of any kind from, the Products and/or the information and data contained in the Products, or any portion thereof (also, the "Products").

(g) You are specifically prohibited from transmitting, sharing, or distributing the Products or posting the Products via the world wide web to any person or entity except as expressly permitted under this Agreement.

7. Intellectual Property

Sanborn retains and will hold all ownership rights in all intellectual property embodied in the Products including without limitation all trademarks, trade names, copyrights, service marks, source code, object code, documentation or data contained in the Products, the Products themselves or any modifications of any kind thereto. Sanborn's ownership in the Products, as set forth herein, shall also apply to any derivative works of any kind thereto which are created in violation of this Agreement. Nothing contained herein shall be deemed a transfer by Sanborn of any rights therein, nor a right to customize, manage or otherwise manipulate the Products.

8. Termination

Upon failure of a party to comply with any material provision of this Agreement, the other party may terminate this Agreement on thirty (30) days written notice thereof if such material breach is not cured within such thirty day period. Sanborn may terminate this Agreement for any reason upon thirty (30) days written notice to you. Upon the termination or expiration of this Agreement, you will immediately return or destroy all the Products.

9. Taxes & Other Charges

You shall be responsible for paying any applicable (i) sales, use, excise, value-added, or other tax or governmental charges imposed on the licensing or use of the Products granted hereunder, (ii) freight, insurance, and installation charges, and (iii) import/export duties or like charges that are not the responsibility of Sanborn.

10. General

(a) You acknowledge that the download and/or installation of the Products on a computer system constitutes acceptance of this Agreement in its entirety.

(b) This Agreement constitutes the entire understanding of the parties with respect to the Products and supersedes all prior or collateral agreements or understandings. No waiver or modification shall be valid or binding unless in writing and signed by the party to be charged thereby. You acknowledge that you have not relied on any representation by Sanborn or its employees or agents other than those incorporated herein, and further you have had the time and opportunity to obtain the advice of legal counsel concerning the terms and conditions hereof.

(c) This Agreement shall be governed by, and construed in accordance with, the laws of the State of Colorado without giving effect to any choice of law or conflict of law provision that would cause the application of the laws of any other jurisdiction other than the State of Colorado. Each of the parties agrees that any dispute relating to or arising from this Agreement or the transactions contemplated hereby shall be resolved only in the state or federal courts located in Denver, Colorado and the appellate courts having jurisdiction of appeals from such courts. Each of the parties hereby irrevocably and unconditionally (i) submits for itself and its property in any legal action relating to this Agreement or the transactions contemplated hereby, or for recognition and enforcement of any judgment in respect thereof, to the exclusive jurisdiction of the state and federal courts in Denver, Colorado and appellate courts having jurisdiction of appeals from any of the foregoing, and each of the parties hereto irrevocably and unconditionally agrees that all claims in respect of any such legal action shall be heard and determined in such courts; and (ii) consents that any such legal action may and shall be brought in

such courts and waives any objection that it may now or hereafter have to the venue or jurisdiction of any such legal action in any such court or that such legal action was brought in an inconvenient court and agrees not to plead or claim the same.

(d) You may not assign this Agreement, or your rights or obligations contained herein, by operation of law, novation, change of ownership or otherwise without Sanborn's expressed written consent. Sanborn may assign this Agreement by operation of law, novation or change of ownership without restriction or limitation.

(e) Wherever possible the provisions of this Agreement shall be interpreted in a manner to be effective and valid under applicable law, but if prohibited or invalid, such provision shall only be ineffective to the extent required by law, without invalidating (to the extent possible) the intent of or remainder of such provision or other provisions.

(f) Notices required under this Agreement, if to you, shall be sent to the address you provide to Sanborn, and if to Sanborn, shall be sent to The Sanborn Map Company, Inc., 1935 Jamboree Drive, Suite 100, Colorado Springs, CO 80920, Attention: President.


(g) The provisions of this Agreement shall survive any termination or expiration of this Agreement.

(h) The parties expressly exclude from this Agreement the applications of the United Nations Convention on Contracts for the International Sale of Goods, and further exclude from this Agreement the applications of the International Sale of Goods Contracts Convention Act, S.C. 1990-1991, c. 13, and the International Sale of Goods Act, R.S.O. 1990, C.I.10, as amended.

APPROVED AS TO FORM


County Counselor

ATTEST:


Clerk of the County Legislature

JACKSON COUNTY, MO

By: 
Q. TROY THOMAS
Chief Financial Officer