

DAKOTA COUNTY GIS DATA SUBSCRIPTION AGREEMENT

	SUBSCRIBER	PAYEE
Individual/Business Name:		County of Dakota
Name & Title of Contact Person:		Manager - Office of Geographic Information Systems
Address:		14955 Galaxie Ave. Apple Valley, MN 55124
Phone Number:		952-891-7097
Fax Number:		952-891-7081
Email Address:		gis@co.dakota.mn.us
Website Address:		www.co.dakota.mn.us/gis/index.htm
Signature	By _____ _____ [Print name] _____ [Title] Date of signature _____	

Product Description (Identify Subset or Total Database):		
Type of Subscription: An Annual Subscription is delivery of the Product Update to Subscriber as of January 1 st of each year. A Quarterly Subscription is delivery of the Product Update to Subscriber as of the 1 st of January, April, July and October of each year. NOTE: Annual and Quarterly Subscription Fees are subject to change in November for the following year. See County web page for current fees at http://www.co.dakota.mn.us/gis/data/digital_data.htm .	Check one: <input type="checkbox"/> Annual <input type="checkbox"/> Quarterly	
Special Conditions: This GIS Data Subscription Agreement is subject to the Terms and Conditions listed below.		
	GIS Data Subscription Fee	\$
	Annual Update Subscription Fee	\$
	Quarterly Update Subscription Fee	\$
	Set Up Fee	\$
	TOTAL DUE	\$

Terms and Conditions

- A. Term.** The term of this subscription agreement (Subscription) shall commence the date Dakota County receives this signed Subscription and accepts payment of the initial fee for the Product described above until otherwise terminated by the terms of this Subscription.
- B. Delivery of Initial Product.** For and in consideration of the Subscriber's agreement to make payments and perform other obligations under this Subscription, within 10 business days of receipt of Subscriber's payment to initiate this Subscription the County agrees to deliver the Product to Subscriber's address above by first class U.S. Mail or, if requested by Subscriber, by an acceptable form of electronic delivery by email, by FTP (file transfer protocol) or as otherwise agreed by the parties in writing.
- C. Automatic Renewal of Subscription, Payment & Delivery of Product Updates.** Subscriber agrees that its Annual or Quarterly Subscription as chosen above will be automatically renewed and Subscriber agrees to pay the invoiced subscription fee within 30 days of receipt of the invoice and Product Update. Product Updates will be delivered using the same delivery method as agreed upon in the Section B above. Product Updates will be provided through delivery of the entire Product with changes incorporated and no attempt to identify actual changes is expressed or implied through this Subscription. Subscriber shall not use the Product Update for which no subscription fee was paid.
- D. Use of Product Subject to License.** Dakota County is the designer and developer of the copyrighted Product specified in this Subscription and is the Licensor with the right to license and distribute the Product. By signing this Subscription the Subscriber's nonexclusive use of the Product and Product Updates are subject to the restrictions and conditions for use set out in the "License for Use of Dakota County GIS Database" delivered with the Product, a copy of which may also be found at <http://www.co.dakota.mn.us/gis/pdf/license/DakotaCountyGISData.pdf>.
- E. Termination.** Subscriber may terminate this Subscription by giving the County written notice to the address above 30-days prior to Subscriber's next subscription update delivery date. This Subscription is automatically terminated if Dakota County does not receive full payment for the Product Update within 60 days from the date of the invoice under which the Product Update was sent. If this Subscription is terminated the Subscriber must again pay the costs to initially subscribe to the Product before having the right to subscribe to the Product Updates. The County may terminate this Subscription at any time, with or without cause, by giving written notice to Subscriber at the address above.