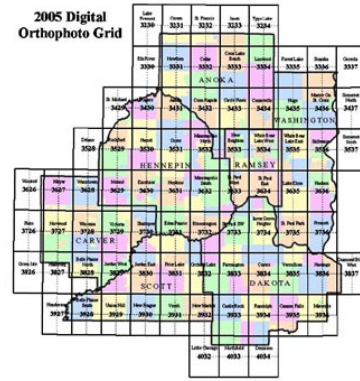


MARKHURD DATA LICENSE AGREEMENT

Important - Read Carefully

Licensee: _____
Organization: _____
Contact Name: _____
Address: _____
Phone Number: _____
Email Address: _____
Title Numbers: _____
License Number: _____



LICENSE AGREEMENT. This is a legal agreement between User (either an individual or an entity) and MARKHURD. On MARKHURD's acceptance of User's request for a Data license, User acknowledges that User has read this agreement, understands it and agrees to be bound by its terms and conditions.

DEFINITIONS

"User" refers to the person or organization identified above as "Licensee" who purchased this License to use this Data or for whom this License was purchased.

"Data" collectively means the 2005 digital orthophotography data of the Twin Cities Metropolitan Area created by MARKHURD from digital aerial photography acquired in the spring of 2005 and provided to User in magnetic or hard copy form through this License.

"Metropolitan Area" means the seven counties surrounding Minneapolis and Saint Paul including Anoka, Caver, Dakota, Hennepin, Ramsey, Scott and Washington counties in Minnesota.

"Added Value Data and/or Products" means digital and non-digital hard copy graphic products, such as posters and maps, and digital GIS data derived from the Licensed Data, such as from geoprocessing, digitizing, classifying or other geographic analysis.

"MARKHURD" means AERO-METRIC, Inc., d/b/a MARKHURD, the creator and copyright owner of the 2005 digital orthophotography.

"License" means the License purchased and granted pursuant to this agreement.

"Council" means the Metropolitan Council, a public corporation and political subdivision of the State of Minnesota.

DATA LICENSE

Authorized Uses. User is granted a nonexclusive, nontransferable right to have and use the Data, provided User is complying with the terms and conditions of this License Agreement. User may use the Data in the form provided by MARKHURD for User's own internal business or organizational purposes and for no other purpose, except upon prior written consent of MARKHURD. User may, **at User's own risk**, modify the Data, produce derivative works based on the Licensed Data and/or merge the Data into other data bases for User's own use. User may use the Data to develop User Added Value Data and/or Products. User may incorporate the Data into User's own User Value Added Data and/or Products and may disclose or otherwise distribute such User Value Added Data and/or Products provided the Data is not duplicated or disclosed in the form provided to User by MARKHURD. **Any reproduction of the Data made pursuant to this paragraph and the copyright thereto shall be the property of MARKHURD and shall bear notice of the copyright and that the copy is not to be reproduced.** User may have and use the Data on a corporate-wide basis and may use the Data on an unlimited number of User sites, provided the central processing units on which the Data are maintained, support only equipment operated by User and the Data are used only for the conduct of the User's own internal business purposes. User may make a reasonable number of copies, including backup copies of the Data, for User's own internal purposes provided that User reproduces all copyright notices on each optical disk, magnetic tape, or other storage device and/or media.

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Security of Data. User agrees to take all necessary and reasonable steps to ensure the Data are not disclosed, duplicated or made accessible in whole or in part for the use of others, except as provided in the "Authorized Uses" section of this License Agreement. User agrees it will not knowingly or negligently allow its employees, agents, consultants or independent contractors to copy, sell, disclose or otherwise make the Data available to others. User agrees to immediately notify MARKHURD by telephone and in writing if User becomes aware of any unauthorized duplication, sale or other disclosure. User further agrees to prevent unauthorized disclosure by taking appropriate security measures including, but not limited to, providing physical security for copies of the Data and taking all steps User takes to protect User's own information, data or other tangible and intangible property

that User regards as proprietary, confidential or nonpublic.

LICENSE AGREEMENT TERM AND TERMINATION

Indefinite Term. The term of this License Agreement shall commence upon the purchase of this License Agreement and shall be indefinite, unless terminated according to the Termination section of this License Agreement. If this License Agreement is terminated, all rights to the Data granted to User under this License Agreement revert to MARKHURD.

Termination. This License Agreement may be terminated by MARKHURD at any time upon written notice to User if User fails to comply with the terms and conditions of this License Agreement. This License Agreement shall remain in effect as long as User uses the Data and complies with the terms and conditions of this License Agreement. When User no longer has the right to use the Data, User either must destroy the Data and provide written certification of the destruction, or return the Data, including all copies, to MARKHURD with certification that no copies have been retained.

LIMITED WARRANTY AND LIMITED LIABILITY

DISCLAIMER OF WARRANTIES. MARKHURD's entire liability and User's exclusive remedy shall be the replacement of any defective media that is returned to MARKHURD within (30) thirty calendar days. **MARKHURD makes no warranty, representation or promise not expressly set forth in this agreement. MARKHURD DISCLAIMS AND EXCLUDES ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. MARKHURD does not warrant that the Data will satisfy User's requirements or that the Data is without defect or error. THE DATA, AND ASSOCIATED MANUALS, REFERENCE MATERIALS AND TECHNICAL DOCUMENTATION (IF ANY), ARE PROVIDED "AS IS" WITHOUT ANY SUPPORT WHATSOEVER.**

LIMITATION ON LIABILITY. Any reproduction, alteration, translation or modification of the data, by any method, may affect the accuracy of the data and shall therefore render MARKHURD free of any and all responsibility and liability for reliance thereon. In no event will MARKHURD be liable to User or any third party for damages, including any loss of profits, lost savings, or other incidental or consequential damages arising out of User's use or inability to use the Data, even if MARKHURD or an authorized representative has been advised of the possibility of such damages.

GENERAL CONDITIONS

Amendment. The terms and provisions of this License Agreement may be changed or modified only by mutual agreement of MARKHURD and User. Such amendment, changes or modifications shall be effective only on the execution of written amendment(s) signed by the authorized representatives of MARKHURD and User.

Governing Law. This agreement will be governed by the laws of the State of Minnesota.

Entire Agreement. This agreement sets forth the entire integrated agreement between User and MARKHURD and supersedes all prior negotiations, representations or agreements, written or oral, and may be amended or supplemented only by written agreement.

Severability. If any provision in this agreement is invalid or unenforceable, that provision will be construed, limited, modified or, if necessary, severed, to the extent necessary, to eliminate its invalidity or unenforceability, and the other provisions of this agreement will remain unaffected.

Assignment. User shall not assign, sublet or transfer this License Agreement in whole or in part, without the prior written consent of MARKHURD. Any attempt to assign, sublet or transfer this License Agreement without prior written consent will be in violation of this License Agreement and, as such, shall be void and of no force and effect.

Survival of Provisions. All obligations and warranties in this License Agreement which by their sense and context are intended or reasonably construed to survive the termination or cancellation of this License Agreement, shall survive the termination or cancellation of this License Agreement.

U. S. GOVERNMENT RESTRICTED RIGHTS

If this Data is acquired by or on behalf of any unit or agency of the United States Government this provision applies. This Data was in part developed at private expense, and no part of it was developed with Government funds, and is a MARKHURD trade secret for all purposes of the Freedom of Information Act. Use, duplication, or disclosure by the Government is subject to restrictions as set forth in subparagraph (c)(1)(ii) of The Rights in Technical Data and Computer Software clause at DFARS 252.227-7013. Contractor/manufacturer is MARKHURD, at the address below.

Should User have any questions regarding this agreement, or if User desires to contact MARKHURD for any reason, please write to MARKHURD, 13400 68th Avenue North, Maple Grove, Minnesota 55311-3515, or call 763-420-9606.

ATTACHMENT A
TO
MARKHURD DATA LICENSE AGREEMENT

For Use With Private Participant Licenses

USER INFORMATION <i>(to be completed by User)</i>	
“User” Name:	User License No.
Licensed Geospatial Data: 2005 Digital Orthophotography DOQQ’s	
THIRD PARTY INFORMATION <i>(to be completed by User)</i>	
“Third Party” Name:	
Organization:	
Contact Name:	
Address:	
Phone Number:	
Email:	
Tiles:	

MARKHURD DATA LICENSE
THIRD PARTY CONFIDENTIALITY AGREEMENT

THIS THIRD PARTY CONFIDENTIALITY AGREEMENT (“Agreement”) governs access to and use of certain Data produced by AERO-METRIC, Inc., d/b/a MARKHURD.

1. MARKHURD owns the Data and represents that the subject Data is protected by United States copyright law, and has the right to use, copy, license, sell, publish or otherwise distribute the Data.
2. Pursuant to User’s License Agreement, User has a nonexclusive, nontransferable limited license to have, use and copy the Data for the User’s own internal business purposes.
3. The Licensee identified above as “User” acquired access to Data pursuant to a *MARKHURD Data License Agreement*. User may have and use the Data subject to the terms and conditions of that license agreement but may not disclose, duplicate or otherwise make the Data accessible to its agents, contractors, consultants or other third parties unless those third parties sign this Third Party Confidentiality Agreement.

4. Third Party is User's agent, contractor or consultant and needs access to the Data for use in connection with User's internal business or organizational purposes.

5. Third Party states that it has read and understands the terms and conditions of the *MARKHURD Data License Agreement* under which User obtained the Data and expressly acknowledges and agrees:

(a) The Data is provided to Third Party on a temporary basis. Third Party will use the Data only in connection with User's internal business purposes and will not use the Data on behalf of any other individual, organization, corporation, government entity or any other third party, or for any other purpose. Third Party will not use the Data for any of Third Party's own business functions or purposes other than in connection with Third Party's work on behalf of User.

(b) Third Party will not sell, lease, time share, sub-license, duplicate or otherwise disclose or grant any rights in any form to the Data to any other parties unless such use, duplication or disclosure is expressly authorized in writing by MARKHURD.

(c) Third Party will take all necessary and reasonable steps to ensure the Data are not disclosed, duplicated or made accessible in whole or in part for the use of others. Third Party will not knowingly or negligently allow its employees, agents, consultants or independent contractors to copy, sell, disclose or otherwise make the Data available to others. Third Party will immediately notify User and MARKHURD by telephone and in writing if Third Party becomes aware of any unauthorized duplication, sale or other disclosure. Third Party will prevent unauthorized disclosure by taking appropriate security measures including, but not limited to, providing physical security for copies of the Data and taking all steps Third Party takes to protect Third Party's own information, data or other tangible and intangible property that Third Party regards as proprietary, confidential or nonpublic.

(d) If the Data is maintained on Third Party's own processing unit(s), the unit(s) on which the Data is maintained must support only Third Party's own equipment. Notwithstanding the nonduplication provisions of this Agreement, if User has not made backup copies, Third Party may make one (1) backup copy, provided Third Party reproduces all copyright notices on the optical disk, magnetic tape, or other storage device and/or media. When Third Party no longer needs access to the Data for User's internal business purposes, Third Party shall either destroy the Data (and all copies) and provide User written certification of the destruction, or return the Data to User with certification that no copies have been retained. Third Party's right to have and use the Data on User's behalf shall terminate immediately if User's right to have the Data is terminated.

(e) Third Party will comply with all restrictions, limitations, terms and conditions contained in User's *MARKHURD Data License Agreement* including those provisions governing: User Value Added Data and/or Products; unauthorized uses; copyright and source notices; and warranty disclaimers and liability limitations.

(f) Third Party shall not assign or transfer this Agreement. Any attempt to assign or transfer this Agreement is a violation of this Agreement and shall be void and of no force and effect.

**ACKNOWLEDGMENT AND
SIGNATURE AUTHORITY**

The individual signing this Agreement on behalf of Third Party represents and warrants that the individual is duly authorized to do so and represents and warrants that this Agreement is a legal, valid and binding obligation of Third Party and is enforceable in accordance with its terms.

THIRD PARTY

By: _____
(*authorized signature*)

Name: _____
(*printed*)

Title: _____

Date: _____