## OSU-CLGT
## Software License and Support Agreement

1.      **Grant of Right**: The OSU Center for Local Government Technology (**OSU-CLGT**) grants __Muskogee County__ , Oklahoma the right to use the LandMark Software program(s), (the "Software") in the quantity, on the platform(s) intended and for the use of Assessment Administration, Computer Assisted Mass Appraisal (CAMA), Map Analyzer GIS, and MapView Public Access. This Agreement supersedes any prior version license and governs your use of the Software.

For a single-use computer or workstation not attached to a network, or for a network server, the Software is considered "in use" when any portion of the Software is either loaded in memory or virtual memory (Loaded) or stored on a hard disk or other storage device (Stored). For single-user computers or workstations attached to a network, the quantity of the Software "in use" is considered to be the greater of (i) the maximum number of computers on which the Software is Loaded at any one time, or (ii) the maximum number of computers on which the Software is Stored.

You may make copies of the written documentation, which accompanies the Software, in support of your authorized use of the LandMarkGSI software product.

2.      **Restrictions:** You may not rent, lease, or transfer the Software. You may not modify, alter, de-compile, disassemble, reverse engineer, copy, create a derivative work or otherwise use the Software except as stated in this Agreement.

3.      **Limited Warranty/Limitation of Liability:** This Landmark Software is licensed AS IS.
These warranties are in lieu of any other warranties, express or implied, including the implied warranties of merchantability and fitness for a particular purpose. In no event will **OSU-CLGT** and **LandMarkGSI** be liable to you for damages, including any lost profits, lost savings, or other incidental or consequential damages arising out of your use of or inability to use the software, even if **OSU-CLGT** or **LandmarkGSI** or an authorized **OSU-CLGT** or **LandMarkGSI** representative has been advised of the possibility of such damages.

Some jurisdictions do not allow excluding or limiting implied warranties or limiting liabilities or incidental or consequential damages, and some jurisdictions have special statutory consumer protection provisions that may supersede this limitation. As a result, this limitation of liability may not apply to you if prohibited by the laws of your jurisdiction.

4.      **Customer Support:** Subject to current application program, **OSU-CLGT** will attempt to answer your user/support request concerning the Software, however, this service is offered on a reasonable efforts basis only. **OSU-CLGT** may not be able to resolve every user support/technical request and may need to consult with **LandMarkGSI** to solve the support and/or the technical request. The Software must only be utilized under conditions and on operating systems for which the Software is designated. Current policies may change from time to time without notice.
**LandMarkGSI** users have unlimited access to **OSU-CLGT** staff for software assistance and problem reporting during normal business hours of 8:00 a.m. to 5:00 pm CST Monday through Friday, excluding legal and designated holidays. Problems and requests which cannot be resolved during the call are recorded on "Problem Logs" and investigated by remote link. Requests for assistance and problem solving may require elevation to **LandMarkGSI** personnel by the **OSU-CLGT** staff to insure accurate and problem resolution.

**5.    General:** If any provision of this Agreement is found to be unlawful, void, or unenforceable, then that provision shall be severed from this Agreement and will not affect the validity and enforceability of any of the remaining provisions. This Agreement shall be governed by the laws of the State of Oklahoma.

By your use of the Software, you acknowledge that you have read this agreement, understand it, and agree to be bound by its terms and conditions. You also agree that this Agreement is the complete and exclusive statement of agreement, between the parties and supersedes all proposals or prior agreements, verbal or written, and any other communications regarding the subject matter of this Agreement.

**6.    U.S. Government Restricted Rights:** The Software and any accompanying materials are provided with Restricted Rights. Use, duplication, or disclosure by the Government is subject to certain federal and state restrictions as applicable.

**7.    Contract Term:** The term of this contract shall be for one (1) year, beginning July 1, 2021 ending on June 30, 2022 with a payment of **$0.00** by the county.
This Agreement shall be automatically renewed for successive one (1) year terms thereafter (each a Renewal Term) with a payment of **$0.00** until and unless either Party provides the other Party with ninety (90) days prior written notice to the end of the Initial Term or the Renewal Term.

**8.    Termination:** The contract terms are subject to the agreement between **OSU-CLGT** and **LandMarkGSI**. In the event funding under the enabling legislation is discontinued or the enabling legislation is repealed during the term of the agreement or any renewal thereof, **OSU-CLGT** shall have the right to terminate the agreement by providing 30 days written notice to the county

**9.    Indemnity:** Each party shall indemnify and save harmless the other, it's successors and assigns together with its officers, directors, employees, agents and those for whom it is in law responsible, only from and against any and all liabilities, damages, costs, expenses, causes of action, claims, suits, proceedings and judgments (collectively "Claims") which each party may incur or suffer or be put to by reason of or in connection with or arising from any breach, violation, or non-performance by the other of any obligation contracted in this Agreement to be observed or performed by the respective party, or any wrongful act or negligence of the respective party or its agents or employees which relates to this Agreement, howsoever arising. Each party acknowledges and agrees that this indemnity shall survive any termination of this Agreement.

**10.    Warranty of Performance: OSU-CLGT** and **LandMarkGSI** warrants to Customer that the software, material and services to be provided and/or rendered will be of the kind and quality referred to in the LandMarkGSI manuals and other documentation provided. The Customers sole recourse in the event the Software does not conform to the applicable documentation is the repair and replacement of the Software. **OSU-CLGT** and **LandMarkGSI** warrants to the Customer that the Software will perform as described if the Software is properly used in accordance with the **OSU-CLGT and LandMarkGSI's** instructions. This warranty is void if the Customer or any other third party changes or modifies the Software. Examples of such changes or modifications include, but are not limited to, data modifications from third party software, the de-compiling and modifying of the source code, and tampering with the base set-up of the system. **OSU-CLGT** and **LandMarkGSI** warrants that the software will comply with specifications stated in the on-line technical user documentation delivered with the system.

**11.     Enhancements:**  Additionally, the software will be enhanced and updated as needed to continue to comply with state regulations and legislation, and the system will be upgraded and enhanced as needed, as determined by **LandMarkGSI**, with the input of the current "user's group". The term "user's group" may refer to a formal, established user's group, or simply to the informal group of counties who utilize **LandMarkGSI**. Software upgrades are released periodically to eliminate problems, streamline procedures, and improve performance and to implement new features. Software upgrades are provided as part of this agreement.

**12.     OSU-CLGT and LandMarkGSI** takes full advantage of advances in communications technology to investigate, diagnose, and repair problems. A variety of software systems are available to provide remote interconnectivity. The preferred method for electronic communication with customers is by an Internet connection. We have established procedures for rapid diagnosis, repair, and data transfer through Internet using the Microsoft Remote Desktop with county government offices.

In Witness whereof, **OSU-CLGT** and the county have executed this agreement to be effective July 1, 2021

Agreed and Accepted by the parties hereto.

By: Gary Snyder *(Digitally signed by Gary Snyder Date: 2021.06.11 10:18:38 -05'00')*     Date:___June 11, 2021_____

Gary Snyder, Director
Center for Local Government Technology (OSU CLGT)
Oklahoma State University

**Muskogee County**, Oklahoma

By:_____     Date:_____

Title:_____

By:_____     Date:_____

Title:_____

By:_____     Date:_____

Title:_____

By:_____     Date: 8/23/2021 _____

Title: County Clerk _____