

THE INFORMATION IN THIS BOX IS NOT A PART OF THE CONTRACT AND IS FOR COUNTY USE ONLY



Contract Number

20-982

SAP Number

N/A; Non-Financial

### Information Services Department

Department Contract Representative Telephone Number Lisa R. Perez (909)388-0522

Contractor GEO Job
Contractor Representative Don Hartfield, Jr.
Telephone Number (844)436-5623 ext.716
Contract Term Perpetual
Original Contract Amount \$0
Amendment Amount \$0
Total Contract Amount \$0
Cost Center 1200101000

#### Briefly describe the general nature of the contract:

To approve a perpetual Clean My Org EULA with non-standard terms for GEO Jobe to provide software and support.

#### FOR COUNTY USE ONLY

Approved as to Legal Form Bonnie Uphold, Deputy County Counsel

Date 9-14-20

Reviewed for Contract Compliance

Date

Reviewed/Approved by Department

Date 9-22-2020

GEO Jobe Knowledge Base



# Clean My Org End User License Agreement

Created by Blake Bilbo  
Last updated May 23, 2019

This License Agreement ("License Agreement") is entered into by users ("Licensee") of the Clean My Org product ("Software") and GEO Jobe GIS Consulting ("Company").

## 1. DEFINITIONS

Definitions - The terms used herein are defined as follows:

- a. "Software" means all or any portion of Company's proprietary software technology, data, or documentation supplied, regardless of the format or content.
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### 4.1 Grant of License to Licensee

Subject to the terms of this License Agreement, Company grants to Licensee a

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#### **4.2 License Type**

The license usage model is a subscription model.

#### **4.3 Maintenance**

Company shall provide Licensee with software maintenance for the Software. Software maintenance shall include bug fixes, software patches, security patches, enhancements and technical support.

#### **4.4 Limits on Usage**

Software is licensed based on the number of connector instances in which Licensee can connect to and administer via the Software. There are no exceptions or discounts for non-production instances of ArcGIS Online or ArcGIS Enterprise. The use of Software to connect to unauthorized ArcGIS Online or ArcGIS Enterprise Instances is a violation of this License Agreement. The number of connector instances authorized for use via the Software will be documented in the executed Software purchase order and associated quote.

#### **4.5 Complimentary Software**

No complimentary GEO Jobe Products will be given in tandem with Clean My Org.

#### **4.6 Express Prohibition on Patenting**

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## **6.2 Severability**

The parties mutually agree that if any provision of this License Agreement is held to be unenforceable for any reason, such provision shall be reformed only to the extent necessary to make the intent of the language enforceable.

## **6.3 Successor and Assigns**

Licensee shall not assign or transfer Licensee's rights or delegate its obligations under this License Agreement without the prior written consent of Company, and any attempt to do so without consent shall be void.

## **6.4 Equitable Relief**

Licensee agrees that any breach of this License Agreement by Licensee may cause irreparable damage and that, in the event of such breach, in addition to any and all remedies at law, Company shall have the right to seek an injunction, specific performance, or other equitable relief in any court of competent jurisdiction without the requirement of posting a bond or undertaking or proving injury as a condition for relief.

## **6.5 Governing Law**

This License Agreement shall be governed by and construed in accordance with the laws of the State of Tennessee.

## **6.6 Entire Agreement**

This License Agreement constitutes the sole and entire agreement of the parties as to the subject matter set forth herein. Additional or different terms included with an order or other document shall not be binding upon Company. Any modification(s) or amendment(s) to this License Agreement must be in writing and signed by each party.

No labels