

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



Contract Number

70-983

SAP Number

N/A; Non-Financial

Information Services Department

Department Contract Representative
Telephone Number

Lisa R. Perez
(909)388-0522

Contractor
Contractor Representative
Telephone Number
Contract Term
Original Contract Amount
Amendment Amount
Total Contract Amount
Cost Center

GEO Jobe
Don Hartfield, Jr.
(844)436-5623 ext.716
Perpetual
\$0
\$0
\$0
1200101000

Briefly describe the general nature of the contract:

To approve a perpetual Admin Tools for Portal EULA with non-standard terms for GEO Jobe to provide software and support.

FOR COUNTY USE ONLY

Approved as to Legal Form

► Bonnie Uphold
Bonnie Uphold, Deputy County Counsel

Date 9-14-20

Reviewed for Contract Compliance

► _____

Date _____

Reviewed/Approved by Department

► [Signature]

Date 9-22-2020



Admin Tools for Portal End User License Agreement

This License Agreement ("License Agreement") is entered into by users ("Licensee") of the Admin Tools for Portal 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.
- b. "Derivative Works" means any products, services, or methods created using, incorporating, or derived from the Software supplied or from other Derivative Works. Derivative Works may consist of collective works of authorship.

2. INTELLECTUAL PROPERTY RIGHTS AND RESERVATION OF OWNERSHIP

The Software is licensed and not sold. Company owns the Software, which is protected by United States laws and applicable international laws, treaties, and conventions regarding intellectual property or proprietary rights. Licensee agrees to keep all attribution and copyright notices included in the Software wholly intact.

3. TERM

This License Agreement is effective upon execution of the Software purchase order. Licensee may terminate this License Agreement or Software license at any time by providing written notice to Company. Upon termination of this License Agreement or Software license, Licensee will (i) stop using the Software; and (ii) uninstall, remove and destroy all copies of the Software and deliver evidence of these actions to Company.

4. GRANT OF LICENSE

4.1 Grant of License to Licensee

Subject to the terms of this License Agreement, Company grants to Licensee a nonexclusive, nontransferable license to use and execute the Software. All other rights are reserved to Company.

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 Portal for ArcGIS instances in which Licensee can connect to and administer via the Software. There are no exceptions or discounts for non-production instances of Portal for ArcGIS. The use of Software to connect to unauthorized Portal for ArcGIS Instances is a violation of this License Agreement. The number of Portal for ArcGIS 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 Admin Tools for Portal.

4.6 Express Prohibition on Patenting

Licensee may not, under any circumstances, incorporate the Software into any product, process, or method to be patented or protected by similar rights granted. Additionally, Software shall not be used in any preferred embodiments of patented products, processes, or methods. Any attempts to seek a patent or similar right incorporating Software shall render this License void, and all rights granted under this License shall be immediately revoked.

4.7 Technology Neutrality

The rights granted herein apply in any media or format, whether presently used or hereafter devised. These rights include the right to make any modifications necessary in order make use of Software on platforms for which it was not intended. If such modifications are made, any attribution and copyright notices included in the Software shall be included and left wholly intact.

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COMPANY SHALL NOT BE LIABLE TO LICENSEE FOR COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; LOST PROFITS, SALES, OR BUSINESS EXPENDITURES; LOST INVESTMENTS; COMMITMENTS IN CONNECTION WITH ANY BUSINESS; LOSS OF ANY GOODWILL; OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO THIS LICENSE AGREEMENT OR USE OF THE SOFTWARE, HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, WHETHER OR NOT COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

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6.1 Export Control Regulations

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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.