DATA SHARING AGREEMENT BETWEEN THE COUNTY ORANGE AND
_____

Subject to the terms and conditions of this Agreement, the County of Orange, ("LICENSOR"), a municipal corporation, hereby grants _____ ("LICENSEE"), a fully paid, nonexclusive, nontransferable, nonsublicensable, limited license to use its Digital Data [hereinafter "Data"].

TERM:

This License Agreement shall be effective from the date upon which it is fully executed by the parties hereto and shall remain in full force and effect unless and until said Agreement is terminated by operation of Law or, pursuant to the "**Termination**" paragraph of this Agreement, or, by mutual agreement upon 30 days written notice.

USE:

THE LICENSEE may use the licensed DATA solely for LICENSEE'S internal business purposes, the primary purpose of which is (specify nature of business: commercial or municipal; and type of business conducted):

_____;

Such license shall be solely for the users for which a license has been purchased at the LICENSEE'S place of business, located
at:_____

All such users shall be employees of the LICENSEE. In the event the LICENSEE desires additional users, LICENSEE shall request such additional licenses in writing. The County of Orange reserves the right to limit the number of licenses granted to any LICENSEE. In the event that permission is granted by LICENSOR, all terms and conditions of this Agreement shall bind such additional users of LICENSEE.

For the purpose of this Agreement, employee shall be defined as full-time or part-time personnel of the LICENSEE, and shall not include contractors, sub contractors, agents, servants, independent contractors, consultants, or occasional/per diem employees.

OWNERSHIP OF MATERIAL:

All ownership interest in the DATA is to be exclusively retained by the LICENSOR. No title or ownership interest is granted or conveyed to LICENSEE in or to any of the Data, and all intellectual property rights in the Data will remain exclusively the property of LICENSOR.

This License Agreement does not constitute a transfer of title or any ownership interest in the Data. Any portion of the Data that is modified or merged into another computer file or program by the LICENSEE, or is integrated with other programs or Data to form derivative products, shall continue to be subject to the provisions of this License Agreement. LICENSEE

shall not remove or obscure any of LICENSOR'S copyright, proprietary or trademark notices, if any, now or in the future. LICENSEE fully understands that the subject matter of the DATA which forms the basis of this License Agreement is capable of being copyrighted and in the event LICENSOR undertakes that endeavor, will cooperate with same.

Other than the license(s) expressly granted to LICENSEE herein, nothing contained in the License Agreement will be construed as granting or conferring (by implication, estoppel, or otherwise) any license or rights under any intellectual property laws (in the present or future), and no such license or other rights will arise from this Agreement or from any acts, omissions, statement or dealings related to the execution of this Agreement or the parties' performance or, failure to perform, hereunder.

DISTRIBUTION OF DATA:

The DATA is to be solely retained by the LICENSEE. In no instance is the Data to be sold, lease, published, sub-licensed, loaned or transferred, in whole or part to any other party including but not limited to unlicensed employees. LICENSEE shall protect the DATA from unauthorized use, reproduction, distribution or publication.

CONFIDENTIALITY:

All information and DATA received by LICENSEE in conjunction with this License Agreement shall be treated as confidential by LICENSEE and shall not, unless otherwise required by law, be disclosed to any other person or entity, in any form or media type, without the express prior written consent of the LICENSOR. In the event any such disclosure is made by LICENSEE, its officers, directors, agents, employees or contractors, said LICENSEE shall give immediate notice of same and shall cooperate with LICENSOR in: 1) retrieving any and all of such disclosed; 2) protecting the remaining undisclosed DATA; and, 3) shall prosecute, defend, indemnify and hold harmless the LICENSOR for any and all claims, losses, damage, including reasonable attorney's fee and costs of recovering all such DATA.

LICENSEE RESPONSIBILITY AND INFORMATION:

LICENSEE shall be solely responsible for the actions of its officers, employees, agents or other representatives with regard to the performance of this LICENSE AGREEMENT and Federal Copyright infringement law. LICENSEE shall submit to LICENSOR the names and positions of all employees of LICENSEE who will have access to the Data and this information shall be updated within 30 days of any changes. LICENSOR reserves the right to prevent and/or prohibit specific employees from access to DATA. LICENSOR agrees to keep all employee information confidential and shall reveal same only in the event of a legal requirement to do so. LICENSOR shall provide notice to LICENSEE of any such requests.

ENFORCEABILITY

        If any section of this Agreement is found to be void or unenforceable, the remaining provisions of this Section will remain in full force and effect.

INDEPENDENT CONTRACTORS:

        The parties to this Agreement are independent contractors. Neither party is an agent, representative, or partner of the other party. Neither party shall have any right, power or authority to enter into any agreement for or on behalf of, or incur any obligation or liability of, or to otherwise bind, the other party. This Agreement shall not be interpreted or construed to create an association, agency, joint venture, or partnership relationship between the parties, nor shall this Agreement be interpreted to impose any liability attributable to such a relationship upon either party.

        The LICENSEE, as an independent contractor, covenants and agrees that it, its employees, servants and/or agents will neither hold itself/themselves out as, nor claim to be an employee, servant or agent of LICENSOR, and that it, its employees, servants and/or agents will not make claim, demand or application to or for any right or privilege applicable to an officer or employee of the LICENSOR including, but not limited to, Worker's Compensation or Disability coverage, unemployment insurance benefits, Social Security coverage or retirement membership credit.

WAIVER:

        No failure or delay by LICENSOR in enforcing any right or remedy under this Agreement shall be construed as a waiver of any future or other exercise of such right or remedy by LICENSOR.

LIMITED WARRANTY:

        LICENSOR MAKES NO WARRANTIES EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. LICENSOR MAKES NO REPRESENTATION AS TO THE ACCURACY OF THE INFORMATION OR ITS SUITABILITY FOR ANY PURPOSE. LICENSOR DISCLAIMS ANY LIABILITY FOR ERRORS.

INDEMNIFY AND HOLD HARMLESS:

LICENSEE agrees to defend, indemnify and hold harmless LICENSOR, including its officials, employees and agents, against all claims, losses, damages, liabilities, costs or expenses (including, without limitation, reasonable attorney fees and costs of litigation and/or settlement) whether incurred as a result of a claim by a third party, or any other person or entity, arising out of the services performed and/or Data supplied pursuant to this Licensing Agreement, which the LICENSOR, or its officials, employees or agents, may suffer by reason of any negligence, fault,

act or omission of LICENSEE, its employees, representatives, subcontractors, assignees, or agents.

In the event that any claim is made or any action is brought against the LICENSOR arising out of the negligence, fault, act, or omission of an employee, representative, subcontractor, assignee, or agent of LICENSEE either within or without the scope of his respective employment representation, subcontract, assignment or agency, or arising out of LICENSEE's negligence, fault, act or omission, then the LICENSOR shall have the right to terminate this Agreement, demand the return of all DATA and demand full and immediate payment for its loss. The rights and remedies of the LICENSOR provided for in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or this Agreement.

LAWS:

This agreement shall be governed by the federal, state and local statutes, laws, ordinances, regulations, rules and orders that are in effect at the time this Agreement is entered into and, as they may be amended from time to time. **Furthermore**, any and all disputes involving this Agreement, including the breach or alleged breach thereof may only be heard in the Supreme Court of the State of New York, with venue in Orange County or, if appropriate, in the Federal District Court with venue in the Southern District of New York, White Plains division.

CONSTRUCTION:

In the event that any provision of this Agreement conflicts with the law under which this Agreement is to be construed or if any such provision is held invalid by a court with jurisdiction over the parties to this Agreement, such provision shall be deemed to be restated to reflect as nearly as possible the original intentions of the parties in accordance with applicable law, and the remainder of this Agreement shall remain in full force and effect.

PENALTIES:

Should **LICENSEE** violate the terms of this Agreement, **LICENSEE** shall be subject to penalties including but not limited to:(**applies to public licensees only**)

(a) disqualification for a period not to exceed five (5) years from submitting bids for, request for proposals for, or transacting business with, or entering into or obtaining any agreement, lease, permit, or license with or from **LICENSOR**; and/or

(b) cancellation or termination of any and all such existing agreements, leases, permits, or licenses with or from **LICENSOR.** Monies lawfully due for goods delivered, work done, rentals, or fees accrued prior to the cancellation or termination shall be paid by the **LICENSOR**.

RESOLUTIONS, POLICIES, AND PROCEDURES:

LICENSEE shall comply with all resolutions, policies and procedures of the **LICENSOR**, including, but not limited to, filing of Disclosure Statements and Payment Policies.

TERMINATION:

This Agreement may be terminated or amended on at least five (5) days written notice by **LICENSOR** or without notice if **LICENSEE** fails to comply with any provision of this Agreement and the License granted herein shall at the same time terminate and be extinguished. All obligations of **LICENSEE** pursuant to this Agreement shall survive the termination of this Agreement and shall further bind **LICENSEE's** heirs, executors, administrators, successors and assigns. Within five (5) days after the termination of the License granted hereunder, **LICENSEE** shall return the Data, including derivative products to **LICENSOR**, and delete any and all data files copied onto other computers.

LIABILITY OF LICENSOR:

In no event shall licensor be liable for costs of procurement of substitute goods or services, lost profits, lost sales or business expenditures, investments, or commitments in connection with any business, loss of any goodwill, or for any indirect, special, incidental, exemplary, or consequential damages arising out of this agreement or use of the data and related materials, however caused, on any theory of liability, and whether or not licensor has been advised of the possibility of such damage. These limitations shall apply notwithstanding any failure of essential purpose of any exclusive remedy.

ENTIRE AGREEMENT

The rights and obligation of the parties and their respective agents, successors and assignees shall be subject to and governed by this Agreement, which supersede any other understandings or writings between or among the parties.

MODIFICATION

No changes, amendments or modifications of any of the terms and/or conditions of this Agreement shall be valid unless reduced to writing and signed by the party to be bound. Changes in the scope of SERVICES in this Agreement shall not be binding, and no payment shall be due in connection therewith, unless prior to the performance of any such SERVICES, the County Executive of the COUNTY/LICENSOR, after consultation with the Department Head, executes an Addendum or Change Order to this Agreement, which Addendum or Change Order shall specifically set forth the scope of such extra or additional SERVICES and the amount of compensation and the extension of the time for performance, if any, for any such SERVICES. Unless otherwise specifically provided for therein, the provisions of this Agreement shall apply with full force and effect to the terms and conditions contained in such Addendum or Change Order.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first written.

LICENSOR: **LICENSEE:**

       COUNTY OF ORANGE

By: _____   By: _____

       STEVEN M. NEUHAUS   Name: _____

       County Executive   Title: _____

Dated: _____   Dated: _____