# LICENSE AGREEMENT

SUMMARY: CPAD has been developed by GreenInfo Network for general use in land use planning, education or other activities that do not rely upon the data for a legally binding decision. While GreenInfo Network strives to provide the best data possible, GREENINFO NETWORK MAKES NO REPRESENTATION OR WARRANTY AS TO ITS ACCURACY, TIMELINESS, OR COMPLETENESS. GREENINFO NETWORK MAKES NO WARRANTY OF MERCHANTABILITY OR WARRANTY FOR FITNESS OF USE FOR A PARTICULAR PURPOSE, EXPRESSED OR IMPLIED, WITH RESPECT TO THESE PRODUCTS OR THE UNDERLYING DATA. Any user of this data, accepts same AS IS, WITH ALL FAULTS, and assumes all responsibility for the use thereof, and further covenants and agrees to defend, indemnify, and hold GreenInfo Network harmless from and against all damage, loss, or liability arising from any use of this product, in consideration of GreenInfo Network having made this information available.

Independent verification of all data contained herein should be obtained by any user of these products, or the underlying data. GreenInfo Network disclaims, and shall not be held liable for, any and all damage, loss, or liability, whether direct, indirect, or consequential, which arises or may arise from these products or the use thereof by any person or entity.

### **Your Acceptance of This License**

This License Agreement is between GreenInfo Network and the user (referred to as "licensee" or "you") and gives you certain limited rights to use the California Protected Areas Database (CPAD) digital data. Use of the CPAD data constitutes your acceptance of the terms of this License Agreement and that you warrant you are an authorized agent or the principal with the capacity to enter into this Agreement on behalf of the entity you represent. By using or installing this data you agree to all of the following provisions. If you do not agree to all of the license terms below, you are not an authorized user of this data and it is your responsibility to immediately discontinue the use of this product.

### **Protection of Proprietary Rights**

The CPAD is a proprietary database owned by GreenInfo Network, a non-profit California corporation. Subject to your compliance with the terms of this Agreement, GreenInfo Network grants to you a personal, nonexclusive, nontransferable and royalty-free right to use the database solely for the purposes set forth below.

The Licensee acknowledges that pursuant to this Agreement it obtains only the right to use the data consistent with this Agreement and that no right, title, or interest in or to any copyrights, trademarks, or other proprietary rights relating to the data is transferred or licensed from GreenInfo Network to Licensee.

Licensee shall not remove, alter, cover, or disguise any acknowledgements, copyright notice, trademark, or other proprietary rights notice placed by GreenInfo Network on the data or any portion thereof. Licensee shall comply with directions submitted by GreenInfo Network from time to time regarding the form and placement of proprietary rights notices on the product, or any portion thereof.

#### 1. Disclaimer

This digital data and metadata, (hereinafter collectively referred to as the "information"), are provided on an "AS IS", "AS AVAILABLE" and "WITH ALL FAULTS" basis. Neither GreenInfo Network nor any of its employees makes any warranty of any kind for this information, express or implied, including but not limited to any warranties of merchantability or fitness for a particular purpose, nor shall the distribution of this information constitute any warranty.

GreenInfo Network shall in no event be liable to you or anyone else for any inaccuracy, error failures, delays or interruptions in the use of the database and shall in no event be liable to you or anyone else for any consequential, incidental, special or tort damages arising out of or relating to the use or inability to use the database. It is the sole responsibility of the user to determine whether or not the data is suitable for the intended purpose.

The information is collected from various sources and will change over time without notice. GreenInfo Network and its officials and employees assume no responsibility or legal liability for the accuracy, completeness, reliability, timeliness, or usefulness of any of the information provided nor do they represent that the use of any of the information will not infringe privately owned rights.

The information is not intended to constitute advice nor is it to be used as a substitute for specific advice from a licensed professional. You should not act (or refrain from acting) based upon the information without independently verifying the information and, as necessary, obtaining professional advice regarding your particular facts and circumstances.

# 2. Ownership

You have no ownership rights in the digital data. Rather, you have a license to use the digital data as long as this License Agreement remains in full force and effect. Ownership of the digital data and all intellectual property rights therein, if any, shall remain at all times with GreenInfo Network.

### 3. Copyright

The digital data may contain material that is protected by the United States Copyright Law and by international treaty provisions. All rights not granted to you herein are expressly reserved by GreenInfo Network. You may not remove any proprietary notice of GreenInfo Network from any copy of the digital data.

### 4. Permitted Uses

The intent of GreenInfo Network is that CPAD be available without charge for a wide range of uses, for example, use by government agencies in planning and operations, use by private consultants in the development of plans and analyses, use by non-profit organizations and educational institutions for strategy, research, planning, management and other functions. This use includes the ability of agencies, organizations, individuals and businesses to distribute free of any charges copies of the data and to use the data on computer networks, subject to the Restrictions section below, and provided that any new users accept and abide by the restrictions in this Agreement.

If you wish to distribute CPAD as a derivative work to which you have added substantial value, you must first contact (see Contact section below) GreenInfo Network to request a data release. Any copyrighted portion of the digital data used in derivative works shall continue to be subject to the terms and conditions of this Agreement and shall provide the following copyright attribution notice acknowledging GreenInfo Network's proprietary rights in the digital data: "Portions of this document include intellectual property of GreenInfo Network and are used herein by permission. Copyright 200\_ GreenInfo Network. All Rights Reserved."

#### 5. Citation

When CPAD is used in maps, reports or other printed or digital products, it shall be indicated as a source with this citation: "Protected areas data from Calif. Protected Areas Database (www.calands.org)".

## 6. Restrictions

You may not sell, rent, lease, sublicense, assign, or timeshare in whole or in part present or prior versions of CPAD data, unless GreenInfo Network gives written consent. You may not incorporate this data into a product that is subsequently sold for any financial charge, whether through subscription, license, or other means, including use of this product in a web site that is supported by advertising, subscription or any other commercial financial charges or transactions, unless GreenInfo Network gives its written consent.

#### 7. Data Sources

Data in the CPAD is based on a wide range of sources within the budgets available for the data's development and maintenance. The source datasets have a range of publication dates, varying degrees of accuracy, various projections, and different attribute information. GreenInfo Network has made every effort to standardize the multiple data inputs to create CPAD, but occasional errors in this process are to be expected. GreenInfo Network does not provide the original datasets from primary data source providers.

# **8.** Limitation of Liability

IN NO EVENT WILL GREENINFO NETWORK BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY DAMAGES ARISING OUT OF THE USE OF OR INABILITY TO USE THE DIGITAL DATA, EVEN IF GREENINFO NETWORK IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

### 9. Termination

This License Agreement is effective until it is terminated. You may terminate this License Agreement at any time by destroying all copies of the digital data in your possession or under your control, including backup and archival copies. GreenInfo Network may terminate this License Agreement for any reason, including but not limited to, your violation of any of the terms of this License Agreement. Within 30 days of notification of termination, you agree to certify in writing that all known copies of the digital data, including backup and archival copies, have been destroyed. All provisions relating to proprietary rights and transfer prohibitions shall survive the termination of this License Agreement.

#### 10. No Waivers

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

### 11. Order of Precedence

Any conflict between the terms of this License Agreement and any other form of agreement or terms shall be resolved in favor of the terms expressed in this License Agreement.

## 12. Contacting GreenInfo Network

To contact GreenInfo Network about CPAD, send email to: cpad@calands.org

### 13. General

This License Agreement shall be construed, interpreted and governed by laws of the United States of America and the State of California without regard to the conflicts of law provisions thereof. The exclusive forum for any disputes arising out of or relating to this License Agreement shall be the state court sitting in San Francisco County, State of California, USA.

This License Agreement shall constitute the entire agreement between the parties hereto, pertaining to the use of the digital data.

In the event any of the provisions on this License Agreement are held by a court or other tribunal of competent jurisdiction to be unenforceable, such provisions shall be eliminated or limited to the minimum extent necessary so this License Agreement shall otherwise remain in full force and effect.

August 27, 2009