

myAIMS Subscription Services Agreement

myAIMS Subscription is a method for users to obtain access to applications offered by Johnson County, AIMS. The subscription service allows users to choose from a series of applications geared toward viewing, querying and downloading spatially referenced information in Johnson County, Kansas. The fee for service will be on a per user fee and based on the type of organization requesting access.

By this Agreement, Johnson County, Kansas, a municipal government under the laws of the State of Kansas, by and through the Automated Information Mapping System ("AIMS") grants to Subscriber a non-exclusive license to access and use subscribed myAIMS applications on the Internet, subject to the terms and conditions set forth in the following paragraphs 1 through 10, all of which are hereby agreed to by and between AIMS and the Subscriber.

myAIMS Subscriber Information

(Please type or print legibly)

Subscriber: _____ ("Subscriber")

Address: _____

Contact Person (if different than the Subscriber): _____

Phone: _____ Fax: _____

E-mail: _____

The following employees of Subscriber are designated as authorized users:

User 1 Name: _____ User 1 E-mail: _____

User 2 Name: _____ User 2 E-mail: _____

User 3 Name: _____ User 3 E-mail: _____

User 4 Name: _____ User 4 E-mail: _____

User 5 Name: _____ User 5 E-mail: _____

User 6 Name: _____ User 6 E-mail: _____

Additional User Names: _____ (Attach additional sheet if needed.)

By signing below, Subscriber certifies that it has read and agrees to abide by all such **Terms and Conditions** and that the person signing this Agreement is authorized to sign this Agreement on behalf of Subscriber.

Authorized signature _____

Name of Authorized signer (type or print) _____

Title of authorized signer (type or print) _____

Date _____

Subscribed Applications: Please Check

Plat Search Utility _____ **JCLR** _____ **CUEView**_____

CreateMapPDF_____ **MyAIMS Bundle** _____

Bill to (if different from "Subscriber" address)

Phone: _____ e-mail: _____

Terms and Conditions

1. **myAIMS Subscription Services** is an online portal that provides access to various services offered by Johnson County, AIMS. The following services are available for subscription.

1A. **Plat Search Utility** This service entitles the Subscriber and authorized users to access data about recorded plats (i.e. PlatID, name, book/page, year platted, # units) including the ability to view and download a scanned image of the recorded plat.

1B. **JCLR (Johnson County Land Records)** This service entitles the Subscriber and authorized users to search county land record information. Users can search by owner, name, address, and property id. The application returns a multitude of information including ownership, location, legal, mapping, aerial photography, and other property specific data.

1C. **CUEView** This service entitles the Subscriber and authorized users to securely access information including land records, aerial photography, plats, certain easements and a collection of utility infrastructure data provided by participating utilities within Johnson County. CUEView allows viewing, querying, and map generation.

1D. **CreateMapPDF** This service entitles the Subscriber and authorized users to produce maps in PDF format in a variety of sizes. Large sized maps are designed to be printed on large format plotters.

2. **Scope of License. - Subscriber Use Restrictions.** This subscription includes authorization by means of login to allow online access by authorized users via multiple connections. Authorized users must be employees of the Subscriber.

2.A. This subscription entitles the Subscriber and authorized users to only those myAIMS services the Subscriber has indicated in this agreement.

2.B. Subscriber agrees that its use of myAIMS Subscription Services and of documents, data, and information obtained through myAIMS Subscription Services will be solely for purposes authorized by law and that the documents, data, and information obtained from myAIMS Subscription Services will not be released, distributed, or exchanged with other persons or entities unless otherwise authorized by law.

2.C. Subscriber is solely responsible for its use of the myAIMS Subscription Services and of documents, data, and information obtained through myAIMS Subscription Services. Subscriber agrees that it will not use the myAIMS Subscription Services or documents, data, and information obtained through myAIMS Subscription Services for any illegal purpose, in infringement of copyright, trademark, intellectual property or proprietary rights or laws, or in any manner or for any purpose that interferes with or disrupts other users, services, or equipment.

3. **Access.** myAIMS access is granted on a per user basis only to the authorized users specifically listed in this Agreement. Only the authorized users listed above will be granted access. Each authorized user will be given a username and password to be used when accessing myAIMS. Subscriber is solely responsible for managing its usernames and passwords. Subscriber shall take all necessary and appropriate security measures to insure that its usernames and passwords are not disclosed to other persons or entities. Subscriber shall not share, loan, assign, transfer, or release its usernames or passwords to any other person or entity. Subscriber is responsible for establishing, providing, and maintaining its own connection to the Internet and to the myAIMS Subscription Services.

4. **Term and Fees.** This Agreement will be effective upon Subscriber's execution and shall remain in effect one year, unless sooner terminated. This Agreement will automatically renew and remain in effect thereafter for each year so long as annual subscription fees are paid. Either party may terminate this Agreement, effective on the next renewal date, by giving at least 30 days written notice to the other party. The fee for services will be based on a per user fee as set forth in the fee schedule being used at the time of the agreement. AIMS reserves the right to adjust fees and shall provide to Subscriber thirty (30) days written notice of any such modification prior to the next succeeding renewal date. The annual renewal fee must be paid on or before the renewal date. If the annual fee is not received by the renewal date, then this Agreement and the Subscriber's access to the myAIMS Subscription Services shall terminate.

5. **Support.** AIMS shall provide maintenance and support for the myAIMS Subscription Services. myAIMS Subscription Services includes online documentation. In addition, AIMS will provide the Subscriber with e-mail and/or telephone support service during AIMS normal business hours (Monday-Friday, 8:00am to 5:00 pm, Central). The e-mail address for support questions is mapper@jocogov.org; the telephone number for support is 913-715-1600.

6. **Copyright.** Subscriber acknowledges and agrees that the myAIMS Subscription Services was developed by and is solely owned by the County and that it will remain the exclusive property of the County. myAIMS Subscription Services and its contents are subject to copyright, database protection, and other rights of the publisher (AIMS), under the laws of the United States and the country of use. The Subscriber acknowledges that it has no claim to ownership by reason of its use of or access to the myAIMS Subscription Services or the documents, data, or information contained therein.

7. **Suspension or termination of access.** AIMS reserves the right to suspend and/or terminate access to the myAIMS Subscription Services and to terminate this Agreement without prior notice if Subscriber violates any term of this Agreement. Any use of the myAIMS Subscription Services beyond the scope of this Agreement or any fraudulent, abusive, or otherwise illegal activities may be grounds for termination of access and of this Agreement. The foregoing includes but is not limited to activity that may burden AIMS's server(s), such as computer programs that automatically download content, commonly known as robots, spiders, crawlers, wanderers or accelerators. Subscription fees shall not be refunded in the event of suspension or termination due to Subscriber's violation of this Agreement.

8. Disclaimer of warranties. AIMS does not warrant completeness or accuracy, and does not warrant that the Subscriber's use of the myAIMS Subscription Services will be uninterrupted or error-free, or that the results obtained will be useful or will satisfy the Subscriber's requirements. The information, data, and documents provided through myAIMS Subscription Services are subject to future and constant change, modification, correction, and updating. AIMS shall operate and maintain the myAIMS Subscription Services, contingent upon Johnson County's network and equipment capacity, and connection availability. The County expressly disclaims any express or implied warranties, representations, or endorsements regarding any documents, information, products, or services provided pursuant to this Agreement or through the myAIMS Subscription Services. The Subscriber acknowledges and agrees that the myAIMS Subscription Services is for informational purposes only. The documents, information, products, or services provided pursuant to this Agreement or through the myAIMS Subscription Services are provided on an "as is" and "as available" basis without warranties of any kind, express or implied, including but not limited to warranties of title, noninfringement, or implied warranties of merchantability or fitness for a particular purpose. No advice or information given by AIMS or Johnson County employees, agents, or contractors shall create a warranty. Under no circumstances shall AIMS or Johnson County be liable for any direct, indirect, incidental, special, punitive, or consequential damages or losses that result from Subscriber's use of or inability to access any part of the myAIMS Subscription Services or Subscriber's reliance on or use of documents, information, products, or services provided on or through the myAIMS Subscription Services or that result from mistakes, omissions, interruptions, loss, theft, or deletion of files, errors, defects, delays in operation or transmission, computer viruses, or any failure of performance. The Subscriber assumes the sole responsibility for all use of the myAIMS Subscription Services and of the documents, data, and information obtained through the myAIMS Subscription Services, and agrees to indemnify and hold AIMS harmless from any liability or claim of any nature arising out of or resulting from such use. The Subscriber understands and agrees that myAIMS is not intended to be used in place of a survey or title report or policy and does not contain complete real property title information and documentation.

9. Kansas Open Records Act. Subscriber agrees that it will not use the documents, data, and information obtained through the myAIMS Subscription Services for the purpose of selling or offering for sale any property or service to any person listed or to any person who resides at any address listed in such documents or data, nor will Subscriber sell, give or otherwise make available to any person any list of names or addresses contained in or derived from such documents or data for the purpose of allowing that person to sell or offer for sale any property or service to any person listed or to any person who resides at any address listed. Subscriber has read K.S.A. 45-220 and K.S.A. 45-230 regarding the prohibition against using certain data for direct or indirect solicitation and agrees to comply with all applicable laws regarding use of the documents, data and information obtained through the myAIMS Subscription Services. Subscriber agrees to adopt and enforce policies and procedures to ensure that the authorized users comply with K.S.A. 45-220 and K.S.A. 45-230. Subscriber makes the following certification pursuant to K.S.A. 45-220(c)(2): "the requester does not intend to, and will not: (A) Use any list of names or addresses contained in or derived from the records or information for the purpose of selling or offering for sale any property or service to any person listed or to any person who resides at any address listed; or (B) sell, give or otherwise make available to any person any list of names or addresses contained in or derived from the records or information the purpose of allowing that person to sell or offer for sale any property or service to any person listed or to any person who resides at any address listed."

10. Miscellaneous. (a) The waiver of any breach of any provision of this Agreement shall not constitute a waiver of any subsequent breach of the same or other provisions herein; (b) This Agreement contains the entire understanding between the parties and supersedes all prior agreements or understandings between the parties with respect to the subject matter hereof; (c) Any modification or waiver of any provision in this Agreement shall not be effective unless made in writing; (d) This Agreement shall be governed by and construed in accordance with the laws of the State of Kansas; and (e) Subscriber shall not assign, transfer, convey, sublet, resell or otherwise dispose of this Agreement or any of the rights and obligations hereunder without the prior written consent of AIMS.