

AIMS Plat Subscription Agreement

AIMS Plat Subscription is a method for users to obtain unlimited access to scanned digital plats. It allows users to view and download scanned digital plats recorded in Johnson County, Kansas. The subscription includes authorization by means of login to allow individual user online access by authorized users via multiple connections. The fee for service will be based on a per user fee of \$180 per year.

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 the AIMS Plat Search Utility 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.

Plat 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: _____
User 7 Name: _____	User 7 E-mail: _____
User 8 Name: _____	User 8 E-mail: _____
User 9 Name: _____	User 9 E-mail: _____
User 10 Name: _____	User 10 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 _____

Bill to (if different from "Subscriber" address)

Phone: _____ e-mail: _____

Terms and Conditions

1. **AIMS Plat Search Utility** is an online application that provides 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. AIMS reserves the right to add or delete content at any time.

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 access **AIMS Plat Search Utility** and:

- a. Make searches of Plats
- b. View the scanned image of the recorded plat
- c. Download unlimited number of individual Plats

2.B. Subscriber agrees that its use of the AIMS Plat Search Utility and of documents, data, and information obtained through AIMS Plat Search Utility will be solely for purposes authorized by law and that the documents, data, and information obtained from the AIMS Plat Search Utility 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 AIMS Plat Search Utility and of documents, data, and information obtained through AIMS Plat Search Utility. Subscriber agrees that it will not use the AIMS Plat Search Utility or documents, data, and information obtained through AIMS Plat Search Utility 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.

2.D. A Subscriber or authorized user shall not release, distribute, exchange, provide access to or make AIMS Plat Search Utility or documents obtained through the AIMS Plat Search Utility available to anyone other than another authorized user, whether by telephone link, Internet connection, or by permitting access through his or her terminal or computer, or by other similar or dissimilar means or arrangements.

3. **Access.** AIMS Plat Search Utility 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 scanned images. 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 AIMS Plat Search Utility.

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 service will be based on a per user fee as set forth in the fee schedule being used at the time of the agreement. AIMS expressly reserves the right to adjust fees and shall provide to Subscriber thirty (30) days written notice of any such increase 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 AIMS Plat Search Utility shall terminate.

5. Support. AIMS shall provide maintenance and support for the AIMS Plat Search Utility. AIMS Plat Search Utility 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 AIMS Plat Search Utility was developed by and is solely owned by the County and that it will remain the exclusive property of the County. AIMS Plat Search Utility 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 AIMS Plat Search Utility 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 AIMS Plat Search Utility and to terminate this Agreement without prior notice if Subscriber violates any term of this Agreement. Any use of the AIMS Plat Search Utility 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 has made and will make good faith efforts to ensure that the AIMS Plat Search Utility is complete and accurate. However, AIMS does not warrant completeness or accuracy, and does not warrant that the Subscriber's use of the AIMS Plat Search Utility will be uninterrupted or error-free, or that the results obtained will be useful or will satisfy the Subscriber's requirements. AIMS shall operate and maintain the AIMS Plat Search Utility, 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 AIMS Plat Search Utility. The Subscriber acknowledges and agrees that the AIMS Plat Search Utility is for informational purposes only. The documents, information, products, or services provided pursuant to this Agreement or through the AIMS Plat Search Utility 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 AIMS Plat Search Utility or Subscriber's reliance on or use of documents, information, products, or services provided on or through the AIMS Plat Search Utility 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 AIMS Plat Search Utility and of the documents, data, and information obtained through the AIMS Plat Search Utility, and agrees to indemnify and hold AIMS harmless from any liability or claim of any nature arising out of or resulting from such use.

9. **Kansas Open Records Act.** Subscriber agrees that it will not use the documents, data, and information obtained through the AIMS Plat Search Utility 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 AIMS Plat Search Utility. 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.