

# Loveland Technologies LLC (dba Regrid) Data Store License Agreement

This is our standard data store license agreement.

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## Data Store License Agreement

LICENSEE hereby accepts such appointment and agrees that all orders for the data placed by LICENSEE (hereinafter referred to as LICENSEE or “you”) with LOVELAND Technologies (hereinafter referred to as Loveland or Licensor) and the relationship of the parties shall be subject to the terms and conditions of this Agreement.

Loveland will provide LICENSEE with a one time export of the selected data, with no further data updates to the licensed data.

## TERMS & CONDITIONS

LICENSEE acknowledges that pursuant to this Agreement it obtains only the right to use the data 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 Loveland to LICENSEE.

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

LICENSEE will credit LOVELAND Technologies as a Data Source with a link to [regrid.com](http://regrid.com) on each public facing webpage that uses this data or any written work, private or published. Public facing shall include pages accessible via password. If LICENSEE is using LOVELAND data in a mobile app, credit may be made on LICENSEE’s website.

Loveland grants a nonexclusive, non-transferable (except as permitted below) license to LICENSEE to use the data, for any purpose so long as LICENSEE does not:

- Offer a website, product, or service that competes with LOVELAND's product, resell or provide bulk downloads of the parcel data and associated assessment information to third parties .
- Display associated information in a website accessible to the public nor third parties, except as expressly provided in this Agreement.

For avoidance of doubt, in the context of the LICENSEE’s software, LICENSEE may:

- Use the data to label other geometries, such as building shapes obtained or produced by Licensee to associate address and other attributes to such geometries.
- Load the data and associated attributes into databases or search servers such as postgresql, solr, elasticsearch, and others for use in internal tools that may display the data.
- Use the data for geocoding, reverse geocoding, and location context, including scenarios where the data is distributed as encoded geo-sharded tiles that may be accessed and cached on mobile devices.
- Use the data as features in machine learning models that Licensee uses to associate coordinates with a specific location.
- Use the data for analysis of areas or coordinates, such as whether a neighborhood is residential, buildings are multi-story, or home value is low or high.
- Render high resolution parcel polygons on maps viewable by Licensee's customers, but in a manner that reasonably prevents the customers from obtaining a copy of a substantial portion of the parcel geometries.

## **LIMITED WARRANTY**

The data is provided "as is" without warranty or support of any kind. The entire risk as to the results and performance of the data is assumed by you. Should the data prove defective, you assume the entire cost of all necessary servicing, repair, or correction. Further, Loveland does not warrant, guarantee, or make any representations regarding the use of, or results from the use of the data in terms of correctness, accuracy, reliability, currentness, or otherwise; and you rely on the data and results solely at your own risk. If the data is provided on electronic media, Loveland does warrant to LICENSEE that the electronic media on which the data is recorded is free from defects in materials and workmanship under normal use and service for a period of 90 days from the date of delivery as evidenced by the return to Loveland of the signed and dated original copy of the Product License Agreement. Loveland's entire liability and your exclusive remedy shall be replacement of the electronic media not meeting Loveland's Limited Warranty and which is returned to Loveland. If failure of the electronic media has resulted from accident, abuse, or misapplication of the product, as determined by Loveland, then Loveland shall have no responsibility to replace the electronic media and/or printed material under the Limited Warranty.

## **TERM & TERMINATION**

The Term of this license begins on the date LICENSEE purchases the selected data and, unless terminated earlier pursuant to this Agreement's provisions, will continue in effect until the one year anniversary of this date (the "Term").

Upon expiration of the Term the LICENSEE will promptly either cease all use of the data or delete the data entirely.

**NO REFUNDS**

All purchases are final. Refunds will not be provided. Loveland does not provide credit, refunds, or prorated billing to LICENSEE canceling during the middle of the TERM.

**GOVERNING LAW AND FORUM**

The prevailing party in any legal action brought to enforce this license shall be entitled to legal fees and costs. Either party may bring suit under this license in Wayne County, Michigan. The laws of the State of Michigan shall apply to this license. The signing of this license constitutes acceptance of the terms of this license.