

# Exhibit 1

## ST. LOUIS COUNTY ONLINE SOFTWARE SUBSCRIBER AGREEMENT - MUNICIPALITY

This Agreement is entered into by and between the County of St. Louis, through its Auditor's Office, 100 North 5<sup>th</sup> Avenue West, #214, Duluth, Minnesota 55802, a body corporate and politic existing under the laws of the State of Minnesota, hereinafter referred to as the "County" and (insert full legal name and mailing address)

City of Duluth

411 W. First Street

Duluth, Minnesota 55802

hereinafter referred to as "Subscriber."

### WITNESSETH:

WHEREAS, the County has compiled electronic databases relating to certain property tax and real property records maintained by the County as a political subdivision of the State of Minnesota; and

WHEREAS, the County may charge a reasonable fee for providing access to databases having a commercial value; and

WHEREAS, Subscriber wishes to directly access the County's property tax and real property electronic databases made available to Subscriber pursuant to the terms and conditions set forth in this Agreement below.

NOW, THEREFORE, in consideration of the mutual covenants and promises between the parties set forth herein, it is hereby agreed that:

## **I. COUNTY DATABASE ACCESS**

### **A. License.**

The County grants Subscriber a nonexclusive, nontransferable, limited license to access certain real property and property tax electronic databases during the term of this Agreement (this “Software Access License”). This Software Access License includes the right to view, download, store and print data as needed for the use of Subscriber in its regular course of business, including but not limited to, from time to time, sharing portions of the data with other public and private entities and individuals.

### **B. Limitation of License.**

Subscriber shall not sell or license the County’s data (including printouts of the County’s data) to third parties or offer any portion the County’s data or database as material offered for sale or license. The County acknowledges that the Subscriber’s “regular course of business” includes, but is not limited to, using the information provided by the County to determine the status of title to real property and, at times, sharing the information provided by the County and Subscriber’s conclusions with other public and private entities and individuals.

### **C. Rights and Data.**

Except for this Software Access License, all rights, title, and interest in the County’s data, and all languages, formats, and media throughout the world, including all copyrights therein, is and shall continue to be the exclusive property of the County.

### **D. County Charges.**

Charges payable by Subscriber for this Software Access License are set forth in Schedule A. The County’s charges for this Software Access License may be modified upon thirty (30) days’ notice to Subscriber in writing or published on the County’s website.

#### E. Disclaimer of Warranties and Limitation of Liability.

The County's goods and services provided pursuant to this Agreement are provided "as is" without warranty of any kind, express or implied, including but not limited to, the warranties of performance, merchantability and fitness for a particular purpose. Subscriber's exclusive remedy and the County's entire liability hereunder, if any, for any claim(s) for damages relating to Subscriber's use of this Software Access License which are made against the County, whether based in contract or negligence, shall be limited to the amount of charges paid by Subscriber pursuant to this Agreement relative to the period of occurrence of the events which are the basis of the claim(s); provided, however, that the County shall have no liability whatsoever to Subscriber for any claim(s) relating in any way to (1) Subscriber's inability or failure to perform legal, professional, or other research or related work or to perform such work properly or completely, even if assisted by the County; or (2) any lost profits or other consequential, exemplary, incidental, indirect or special damages relating in whole or in part to Subscriber's rights hereunder or use of, or inability to use, the County's databases or data, even if the County has been advised of the possibility of such damages. Further, the County shall have no liability whatsoever to Subscriber for any claim(s) relating in any way to any database or data.

#### F. Confidentiality.

Subscriber shall not disclose (i) its access code(s) or password(s) relating to this Software Access License to any third party (for purposes of this provision, employees of Subscriber are not third parties); or (ii) any other information relating to the County's computer security system. Any violation of this section by Subscriber shall constitute a material breach of this Agreement.

#### G. Access.

The County may deny, postpone, or cancel access to its databases by Subscriber at any time and without prior notice.

## **II. SOFTWARE AND EQUIPMENT FOR INTERNET ACCESS**

### **A. Subscriber's Equipment.**

Subscriber's access to the County's databases shall be made via the Internet. Subscriber is responsible for providing and maintaining all hardware, software, modem, telephone access, and all other equipment required to access the County's databases.

## **III. GENERAL PROVISIONS**

### **A. Billing and Payment.**

Prior to the commencement of each six-month billing cycle, Subscriber shall be sent an invoice setting forth all charges for the coming billing cycle. Subscriber shall pay the full amount of all such charges within 30 days after receipt of each an invoice. If payment is not made and Subscriber fails to cancel this Agreement, Subscriber may thereafter be charged up to the maximum legal interest on any unpaid balance until paid in full.

### **B. Responsibility of Subscriber.**

Subscriber shall be responsible for use of this Software Access License by Subscriber's employees, or by means of Subscriber's equipment or passwords, whether or not Subscriber has knowledge of or authorized such access and use. Upon request of Subscriber, the County shall immediately cancel Subscriber's access code(s) and password(s) and provide replacement access code(s) and password(s), in order to prevent unauthorized use of Subscriber's access code(s) and password(s).

### **D. Limitation of Claims.**

Except for claims relating to charges or improper use of the County's databases or data, no claim, regardless of form, which in any way arises out of this Agreement or the use of, or inability to use the County's databases or data, may be made nor action based upon such claim brought, to any party hereto more than one year after the basis for the claim becomes known to the party desiring to assert it.

E. Termination.

This Agreement shall continue in force until terminated by prior written notice of termination to the other party. This Agreement may be terminated at any time by either party, with or without cause, upon written notice to the other party.

F. Integrated Agreement.

This Agreement contains all of the terms and conditions agreed on by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.

G. Representations.

No representations not set forth herein have induced the making of this contract. The undersigned have read and understand the entire contract and now state, and in consideration of this Agreement agree, that no representation, promise, or agreement not expressed in this Agreement has been made to induce the undersigned to enter into it.

H. Amendments.

All material alterations, amendments, deletions, or waivers of the provisions of this Agreement shall be valid only when expressed in writing and duly executed by authorized representatives of the parties. Any alterations, modifications, or variations deemed not to be material by agreement of the parties shall not require written approval.

I. Force Majeure.

The performance of the parties hereunder is subject to interruption and delay due to causes beyond its reasonable control such as acts of nature, acts of any government, war or other hostility, civil disorder, the elements, fire, explosion, power failure, equipment failure, industrial or labor dispute, inability to obtain necessary supplies, and the like.

J. Governing Law and Venue.

This Agreement shall be governed by and construed under the laws of the State of Minnesota and any legal actions taken pursuant to the terms and conditions of this Agreement shall be venued in State District Court located in Duluth, Minnesota.

K. Assignment.

Neither this Agreement nor any part or portion hereof shall be assigned, sublicensed, or otherwise transferred by Subscriber without the County's prior written consent.

L. Savings Clause.

Should any provision of this Agreement be held to be void, invalid, unenforceable or illegal by a court, the validity and enforceability of the other provisions shall not be affected thereby.

M. Non-waiver.

Failure of any party to enforce any provision of this Agreement shall not constitute or be construed as a waiver of such provision or of the right to enforce such provision.

N. Incorporation.

Schedule A and the application below are incorporated verbatim as a part of this Agreement.

O. Notices.

All notices hereunder shall be delivered in person or by United States mail to the following:

**SUBSCRIBER**

(Insert Name, Title, Mailing address,  
and Phone No.)  
City of Duluth  
Attn: Danielle Erjavec, Property Services Specialist  
1532 W. Michigan St.  
Duluth, MN 55806  
Phone No: (218) 409-3816

**ST. LOUIS COUNTY**

Nancy Nilsen  
County Auditor-Treasurer  
100 N. 5th Ave. W., #214  
Duluth, MN 55802

IN WITNESS WHEREOF, the authorized representatives of parties hereto have executed this Agreement effective this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

**SUBSCRIBER**

**ST. LOUIS COUNTY**

CITY OF DULUTH

By: \_\_\_\_\_  
Mayor

BY: \_\_\_\_\_  
NANCY NILSEN  
St. Louis County Auditor-Treasurer

Attest: \_\_\_\_\_  
City Clerk

BY: \_\_\_\_\_  
MARY GARNESS  
Public Records & Property  
Valuation Director

Dated: \_\_\_\_\_

Countersigned:

**APPROVED AS TO FORM & EXECUTION**

\_\_\_\_\_  
City Auditor

BY: \_\_\_\_\_  
NORA C. SANDSTAD  
Assistant St. Louis County Attorney

Approved as to form:

\_\_\_\_\_  
City Attorney

**ST. LOUIS COUNTY ONLINE SOFTWARE SUBSCRIBER AGREEMENT  
SCHEDULE A**

1. Subscriber shall receive one (1) access code(s)/password(s) at no charge during the term of this Agreement due to Subscriber's role in supporting the County's databases. For each additional access code(s)/password(s), Subscriber shall pay the County a fee of \$80 per month for each full or partial month during the term of this Agreement. Subscriber may increase or decrease the number of access code(s)/password(s) during the term of this Agreement, and the monthly charges pursuant to this Agreement shall automatically increase or decrease as a result.
  
2. In the event this Agreement is terminated by either party pursuant to the terms of this Agreement, the County shall pay Subscriber a prorated refund for prepaid charges for each full month remaining in the subscription term.



**APPLICATION FOR SUBSCRIPTION ACCESS TO ST. LOUIS COUNTY RECORDER'S  
AND AUDITOR'S PROPERTY DATA**

Name and Address of Subscriber:

Name of Internet Provider:

Name of Primary Contact:

Internet E-Mail Address of Contact:

How do you wish to receive initial ID's and passwords: E-Mail 1<sup>st</sup> Class Mail

Please indicate the number of access codes requested. Each access code is \$80 per month (\$160 for both real estate and auditor), payable every six months in advance. You need a separate access code for each simultaneous access. You can have several people share one access code, but only one can be signed on at any given time.

# of licenses desired \_\_\_\_\_

\_\_\_\_\_ Recorder access \$80.

\_\_\_\_\_ Auditor access \$80.

\_\_\_\_\_ Recorder and Auditor access \$160.

**FOR COUNTY USE ONLY**

Date initial payment received: \_\_\_\_\_ Amount: \_\_\_\_\_ # of Months: \_\_\_\_\_ # of Lic: \_\_\_\_\_

User ID's and Passwords provided to: \_\_\_\_\_

Subscription(s) expire: \_\_\_\_\_ Automatically Renew or One-Time

Signed contract provided: \_\_\_\_\_ MIS contacted and directed to give sign-ons and passwords: \_\_\_\_\_

**SUBMIT THIS FORM WITH SIGNED LICENSE AGREEMENT AND PAYMENT**