

## Market Drive™ Software and Associated Databases License Agreement

### 1.0 THE PARTIES

- a) The parties to this License Agreement are Assessment Technologies of WI, LLC (“Assessment Technologies”), the Customer, and the Authorized User. The “Customer” is the person or organization that acquires the Market Drive™ software for access to one or more Databases. The "Authorized User" is a user who is eligible, in accordance with the terms of this License Agreement, and is authorized by the Customer, to access the Databases within the Customer site.
- b) Except as stated in this section 1.0 b), Customer is NOT a person or organization that intends to develop, co-develop or assist in the development of a Competing Product. A Competing Product is a product used by Assessors to value property. Assessment Technologies does not agree to grant any license to such person or organization.
- c) This License Agreement applies to Databases and Software. "Databases" is an electronic database or databases used by the Market Drive™ software, for which the Customer has paid the appropriate fee. "Data" is factual information regarding assessment values that is input into Market Drive™. "Database Data" is Data contained within the organized Database structure. "Exported Data" is Data that has been exported by the Market Drive™ software from the organized Database structure into a non-database structure such as pdf and Excel. "Software" is Market Drive™ software owned by Assessment Technologies.

In the course of utilizing the *Market Drive* software, Customer will be providing AT data belonging to Customer to be converted on a work-for-hire basis. Customer shall retain full ownership of the data in its converted form pursuant to the AGREEMENT between Customer and AT wherein this License Agreement is incorporated.

### 2.0 USER LICENSE

- a) Assessment Technologies grants to the Customer a non-exclusive, non-transferable license to access the Databases by means of the Software in addition to Customer's absolute right to access Data and Exported Data which Customer owns. The access of Data and Exported Data shall be unrestricted and without limitation at no direct or indirect cost to Customer in pdf and Excel format.
- b) Except for Data and Exported Data, which Customer solely owns and which remains under Customer's possession and ownership and not subject to the terms of this license, and is accompanied by a perpetual royalty free license to AT to integrate it into its Databases, the Databases, the Software, and the associated materials (other than portions in the public domain), including the Documentation, are the property of Assessment Technologies, and are protected by copyright laws, trade secret laws, and by international treaties.

- c) Except for Data and Exported Data, which Customer solely owns and is accompanied by a perpetual royalty free license to AT to integrate it into its Databases, no title is transferred by this License Agreement or by the payment of any fee.
- d) The Customer's rights are limited to itself alone and do not extend to any other related or affiliated organizations.
- e) The Customer may permit only Authorized Users to access the Databases.
- f) Except for Data and Exported Data, which Customer solely owns and is accompanied by a perpetual royalty free license to AT to integrate it into its Databases, any rights not expressly granted in this License Agreement are reserved to Assessment Technologies.
- g) The Customer agrees that it has no intention to develop, co-develop or assist in the development of a Competing Product.
- h) Notwithstanding the foregoing, nothing in this License shall be construed to limit public access to the Customer's tax bills and tax assessments either through public records request or through online access to assessment and tax bill information through the Customer's website.

## 2.05 COPYRIGHT

The Software, its Databases, and its Documentation are copyrighted. Particularly, the United States Copyright Office issued Certificate of Registration No. TX-5-392-65 for the Market Drive™ software and Databases. Assessment Technologies also owns common law copyrights in additional components of the Software, and owns common law copyrights in all portions of the Software and Databases not explicitly or implicitly covered by Registration No. TX-5-392-65 or any additional copyright registrations that Assessment Technologies may acquire in the future. Except as herein provided, Customer may not copy, reproduce, publish, license, sublicense, or make available the Software, Source Code, Databases, or its Documentation to others, except that Customer may load the Software into a computer as an essential step in executing the Software. The Software contains confidential and proprietary information and trade secrets and Customer hereby agrees that all such information shall remain confidential and that Customer shall make no commercial or proprietary use of the Software or Databases, except in performing its duties as an Assessor. The Customer and any Authorized User hereby acknowledge (1) the originality of the Software and Databases; (2) compliance with all formalities to secure a statutory copyright; (3) Assessment Technologies' ownership of the copyright in the Software and Databases; and, (4) that the Software, Databases, and Documentation did not enter the public domain prior to publication pursuant to notice of copyright. The Customer and any Authorized User also acknowledge that the Databases feature an original selection and/or coordination and/or arrangement of facts, and that Assessment Technologies owns the Databases that include facts entered by the Customer or any Authorized User.

## 2.06 TRADE SECRET

The Customer and any Authorized User acknowledge that the architecture of the Databases feature trade secrets as defined in Wis. Stat. § 134.90(1)(c).

## 2.1 WHAT YOU MAY DO

You MAY:

- a) Use the Market Drive™ software interface and a Market Drive™ Database to perform all assessor functions.
- b) Use the Market Drive™ Database Data with any third party tool to perform all internal assessor functions. This includes integrating or joining the data in the Market Drive™ Database Data with any external data such as but not limited to GIS data.
- c) Use the Data Distribution Tool built into the Market Drive™ software to extract public data and distribute the extracted public data to any third party.
- d) If you own the rights to use the Microsoft SQL Server version of the Market Drive™ software and also the rights to use the Data Distribution Tool built into the Market Drive™ software, you may also make searches of a Market Drive™ Database directly using whatever tool you want and copy property data from that database for any purpose.
- e) Make one copy of the Software, for archival purposes only.

## 2.2 WHAT YOU MAY NOT DO

You may NOT:

- a) Decompile or reverse engineer the Software.
- b) Copy any portion of the Database design.
- c) Modify the structure of the database.
- d) Customer shall not sell, give, or distribute in any way, shape, or form, the Market Drive™ software. Subject to the requirements of Wisconsin's public records law or court order; sell, give, or distribute in any way, shape, or form, any Market Drive™ Database, without prior written approval from Assessment Technologies.
- e) Subject to the requirements of Wisconsin's public records law or court order; use the Market Drive™ Software or Databases to distribute property data to any non-licensed third party except through the Data Distribution tool built into the Software.
- f) Transfer, assign, or sublicense this License Agreement.
- g) Use any Databases in any way unless you have agreed to this License Agreement.
- h) Develop, co-develop or assist in developing a Competing Product.

Any infraction of this License Agreement shall result in its termination as described on Section 11.0.

### 3.0 LIMITATION OF WARRANTIES AND LIABILITY

Assessment Technologies warrants to the Customer that any disc(s) containing Databases or Software provided hereunder is free from defects in materials and workmanship under normal use. Assessment Technologies will replace defective disc(s) free of charge upon their return to it.

Assessment Technologies warrant and represent that they have the right to enter into this License Agreement and to deliver "as is" the Databases and the Software.

The presence in or absence from the Databases of any reference to information, Data, events, research, or developments does not imply the specific existence or the non-existence thereof, nor does Assessment Technologies, claim comprehensiveness or the absence of errors. The Customer is solely responsible for the correctness and accuracy of Data using Market Drive. Customer's legal remedy limits under this License Agreement shall be Two Hundred and Fifty Thousand Dollars (\$250,000) during the term of this license or any renewal or extension thereof.

The provisions of this Paragraph 3 will survive any termination of this License Agreement.

### 4.0 APPLICABLE LAW

This License Agreement will be governed and construed in accordance with the laws of the state of Wisconsin without giving effect to the principles of conflict of laws thereof and to the extent permitted by applicable law, all parties consent to the jurisdiction of courts situated in Wisconsin in any action arising under this License Agreement.

### 5.0 ENTIRE UNDERSTANDING

This License Agreement constitutes the entire understanding of the parties with respect to the subject matter hereof. Without limiting the generality of the foregoing, it is expressly agreed that the terms of any prior Customer purchase order will be subject to the terms of this License Agreement and that any acceptance of a purchase order by Assessment Technologies will be for acknowledgment purposes only and none of the terms set forth in the purchase order will be binding upon Assessment Technologies. Any representation, promise, warranty, covenant, or undertaking not expressly set forth in this License Agreement shall not be deemed part of the License Agreement or otherwise legally effective.

### 6.0 SEVERABILITY

If a term or condition of this License Agreement is invalid or unenforceable, the remaining terms and conditions will remain in full force and effect.

### 7.0 SECURITY; AUDIT

The Customer will take reasonable action to restrict and control all use of the Databases and the Software, to enforce the restrictions contained in Paragraph 2, and to permit access only to Authorized Users. The Customer is responsible for the compliance by Authorized User with this License Agreement. The Customer grants Assessment Technologies the right to audit, during regular business hours, the use of the Databases and the Software to ensure compliance with this License Agreement, including without limitation, the number of simultaneous users permitted to access the Databases and the Software.

## 8.0 Guaranty

The Market Drive™ CAMA software comes with a 100% money back guarantee. Assessment Technologies will refund 100% of the money paid by the licensee for software if the licensee is not satisfied with the software after using it for one full year. To have used Market Drive™ for one full year, the licensee must use the software to produce the official assessment roll and produce all state mandated reports. The request for a refund under this satisfaction guarantee must be made before the license is renewed for the following year. Renewal of the license is not automatic and requires the licensee's approval.

In total, the maximum refund is amounts paid to Assessment Technologies to for:

1. Licensed use of the Market Drive™ CAMA software for the first year (365 days).
2. Conversion of data to Market Drive.
3. Support.
4. Training.
5. All funds paid in conjunction with or for a renewal.

No other amounts will be refunded, including amounts not paid to Assessment Technologies such as the cost of third party software.

## 9.0 TERM

This License Agreement applies to any use of Databases and Software during the period or periods for which a fee has been paid and during authorized trial periods. When the Customer accepts an updated version of this License Agreement, the updated version will replace the previous version. Assessment Technologies reserves the right to cease offering the Customer the right to renew the subscription provided it gives Customer no less than six (6) months prior written notice before the end of any licensing year assuming no violation which invokes the termination clause.

## 10.0 UPDATES; UPDATED OR EXPIRED DISC(S)

The Customer will receive, or be given access to, the number of updates to the Databases for which the appropriate fee has been paid. In the case of updates to the Market Drive™ software, upon receipt of an updated CD-ROM disc, or upon termination of this License Agreement, the Customer is required to discontinue use of the outdated disc(s), or in the case of termination, the final disc, and promptly destroy such disc and erase all electronic storage of the software code. If the Customer fails to comply with any of its responsibilities under this License Agreement, the Customer may be denied future updates, without precluding Assessment Technologies from seeking any other remedies.

## 11.0 TERMINATION

If the Customer or Authorized User breaches any term of this License Agreement, Assessment Technologies, in addition to its other legal rights and remedies, may terminate the License granted hereunder on seven (7) days notice to Customer. If Assessment Technologies breaches any term of this License Agreement, the Customer, in addition to its other legal rights and remedies, may terminate the License granted hereunder on seven (7) days notice to Assessment Technologies. Upon any termination for breach, the Customer will, unless otherwise agreed to in writing by Assessment Technologies, forthwith return to Assessment Technologies the Databases, the Software, and any and all Documentation pertaining thereto, and all copies thereof, and will erase all electronic storage of copies of the Databases and Software and search outputs or other electronic storage. Any termination, whether or not for breach, will not affect any obligation or liability of a party arising prior to termination, and the provisions of Section 11 will survive any termination.

## 12.0 FORFEITURE

The Customer agrees to forfeit their license one year prior to the Customer or Authorized User developing, co-developing or assisting in the development of a Competing Product. Forfeiture will have occurred when the customer has returned all products to Assessment Technologies along with a letter stating their intent to forfeit their license.

## 14.0 FORCE MAJEURE

Assessment Technologies will not be responsible for any delay or failure in performance resulting from any cause beyond their control.

## 15.0 MISCELLANEOUS CONTRACT PROVISIONS

This SOW shall be governed by the laws of the State of Wisconsin. This SOW, together with the Market Drive Software and Associated Databases License Agreement ("License") constitutes the complete and entire agreement between the parties and may not be altered or amended except in writing, executed, making specific references to this SOW or License, executed by a duly authorized officer of Assessment Technologies and a duly authorized official of the City.

If any provision of this SOW or License shall be declared invalid or unenforceable, such invalidity or unenforceability shall not affect the whole SOW or License, but the whole SOW or License shall be construed and enforced accordingly.

Notices required or made pursuant to this SOW or under the License shall be delivered to the following:

If to the City:

City Clerk  
400 La Crosse St  
La Crosse, WI 54601  
Email: [lehrket@cityoflacrosse.org](mailto:lehrket@cityoflacrosse.org)  
CC: City Assessor

If to Assessment Technologies:

Mr. Mike Grota  
President  
Assessment Technologies of  
WI, LLC N88 W16573 Main  
Street Menomonee Falls, WI  
53031  
Email: [mike@wi-assessor.com](mailto:mike@wi-assessor.com)

Part 10 ACCEPTANCE

By signing below, each party acknowledges that it has read this SOW and the Agreement to which it is attached, understands them, and agrees to be bound by their terms and further agrees that they are the complete and exclusive statement of the agreement between the parties, which supersedes and merges all prior proposals, understandings, and all other agreements, oral or written, between the Parties relating to the subject matter of this SOW. This SOW may not be modified or altered except by a written instrument duly executed by both parties.

FURTHER, each Party has full power and authority and has been duly authorized to enter into and perform its obligation under this SOW, including City's authority to enter into an agreement of this scope and duration, all necessary approvals having been obtained. The execution, delivery and performance of this SOW by each Party shall not violate, create or default under or breach of any charter, bylaws, agreement or other contract, license, permit, indebtedness, certificate, order decree or security instrument to which such Party or any of its principles is a party or subject to.

In witness whereof, the Parties hereto have hereunto set their hands and seals as of their respective dates written below.

City:  
City of La Crosse  
400 La Crosse St.  
La Crosse, WI 54601

Assessment Technologies:  
Assessment Technologies of WI, LLC  
N88 W16573 Main Street  
Menomonee Falls, WI 53051

Signature:

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Signature:



By:

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By:

**Michael L. Grota**

Date:

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Date:

**August 8, 2017, 2017**

Signature:

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By:

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Date:

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