

other legal theory, shall not exceed, in the case of our liability to you, \$50,000, the cost to cure the act or omission, or the total compensation received by us, whichever is less, or, in the case of your liability to us, \$50,000 or the total compensation payable by you, if all required payments have not yet been made, for the services rendered pursuant to the agreement, whichever is less; provided, however, that this limitation of liability shall not apply to your payment obligation to us or otherwise limit the amounts owed by you under the agreement. This limitation of liability is a material inducement to both of us to enter into the agreement. In no event shall either you or we be liable to the other for any consequential, incidental, special, indirect or punitive damages arising out of the performance of the agreement. Nothing in the agreement shall be construed to effect a waiver of any sovereign immunity or any other immunity available to CLIENT and/or its agents or employees.

#### **C) Insurance Coverage.**

We shall, at our own expense, maintain in effect during the term of the agreement, the following insurance with limits as shown or greater:

**General Liability** – (including automobile) combined single limit of \$1,000,000.00

**Worker's Compensation** – statutory limit; and

**Professional Liability** – for protection against claims arising out of the performance of professional services caused by negligent error, omission, and/or act in the amount of \$2,000,000.00 per claim and \$4,000,000.00 in aggregate.

We shall provide Certificates of Insurance indicating the aforesaid coverage upon your request.

#### **D) Computer Files.**

This paragraph sets forth the terms and conditions relating to the provision by us of any and all electronic media or computer readable information, including software, databases, and information compilations (hereafter "Computer Files") in connection with the services provided by us to you. Geographic Data Layers and other data converted from your source documents are considered your property ("Raw Data").

1. You acknowledge that the Computer Files are protected by trade secret, copyright, and other proprietary rights, and title and ownership of these rights and in the Computer Files remain with us. We retain all rights to the software, methodologies, and procedures utilized or developed by us in rendering our services for you. We license you to use the Computer Files in the manner set forth in the agreement, but we reserve any and all rights not expressly granted. The Computer Files may not be used by you for purposes beyond those set forth in the agreement, and we reserve the right to revoke the license if, in good faith, we deem that such use has or will occur.
2. To the extent the Computer Files include any trade secret or other confidential information of yours, we agree to keep such information confidential. We are otherwise free to use the Computer Files (including the Raw Data) and other related materials in other projects for you, for our business purposes, or for third parties unless a restriction is set forth in the agreement. Unless otherwise prohibited, we may also include your organization's status as our client in our marketing materials.
3. The Computer Files shall be used only by you or those third parties expressly contemplated in the agreement and the license granted hereunder does not include the right for you to sublicense.
4. You acknowledge that certain Computer Files or parts thereof may be subject to third-party licenses and thereby subject to use restrictions under those licenses. You agree that any act or omission by you in violation of the aforementioned licenses shall constitute a breach of the agreement. Except to the extent required by the use(s) expressly set forth in the agreement, you may not alter, modify or adapt the Computer Files or any part thereof; or translate, reverse engineer, decompile, disassemble, or create