

Recorder's Office Cover Sheet

Recording Requested By:

Name: Lisa Granahan

Department: County Manager



00153770202209843070030032

KAREN ELLISON, RECORDER

Type of Document: (please select one)

- Agreement
- Contract
- Grant
- Change Order
- Easement
- Other

specify: _____

NO. 2022.0744/27/2022

DATE

DOUGLAS COUNTY CLERK
MINDEN, NV

**MEMBER AGREEMENT FOR ACCESS TO
GEO CROWD-SOURCING MAPPING SOFTWARE
With Agreement to Protect Personal Identification Information**

BY [Signature] DEPUTY

THIS MEMBER AGREEMENT FOR ACCESS TO GEO CROWD-SOURCING MAPPING SOFTWARE ("Agreement") is made and entered into between Western Nevada Development District, a Nevada nonprofit cooperative corporation without stock ("WNDD"), and DOUGLAS COUNTY, NEVADA ("Member"), is made and entered into in order to allow Member to review data gathered through and as part of the WNDD broadband mapping project upon the terms and conditions hereinafter set forth.

RECITALS:

A. WNDD is party to a software License Agreement with Breaking Point Solutions, LLC ("Licensor"), pursuant to which WNDD holds a license to use and access the GEO Crowd-Sourcing and Mapping software developed by Licensor which is used to test broadband speed at various individual endpoints ("Software").

B. As a Member of WNDD, Member desires access to the Software. The License Agreement between WNDD and Licensor allows access to the Software by WNDD Members, and subject to the terms of this Agreement, WNDD desires to allow Member access to the Software, which access includes layers of GIS information available to authorized users on the back end of the map.

C. Licensor has requested that Member's access to the Software be agreed upon in writing and that Member acknowledges its responsibility to safeguard and protect Personal Identification Information ("PII") that may be accessed through the use of the Software.

NOW, THEREFORE, in consideration of the foregoing Recitals and the terms, covenants, and conditions hereinafter set forth, the parties agree as follows:

1. Subject to the terms of the License Agreement with Licensor, Member shall be allowed access to the Software. It being understood and agreed that such access is not assignable by Member to another without the prior written consent of WNDD and Licensor.

2. Member understands and agrees that access to the data provided by the system and Software provides PII that may be used to identify individual identities of those who participate in the data collection. PII is protected under the laws of the State of Nevada (see NRS 603A.300 through NRS 603A.360, inclusive), and Member agrees that it will maintain full compliance with the laws of the State of Nevada regarding confidentiality of PII as well as applicable Federal Law.

3. Member understands and agrees for itself and its employees, agents, and representatives, that access and use of the data provided by the system and Software shall be solely for the purpose of testing broadband speed at various locations in order to assess the need for expanded broadband,

and based upon such assessment determine the scope and cost of projects, all in accordance with the terms and conditions of the License Agreement; that the access and use shall respect the privacy and security of individuals; that the data shall not be exported or re-exported, and that Member shall indemnify, defend and hold harmless Licensor and WNDD against any claims arising from any breach or violation of this Agreement by Member, its employees, agents, or representatives.

IN WITNESS WHEREOF, the parties have executed this Agreement, by and through their duly authorized representatives as of the dates appearing near their signatures.

WNDD

Member

Western Nevada Development District, a Nevada nonprofit cooperative corporation without stock

DOUGLAS COUNTY
NEVADA

By: [Signature]

By: [Signature]

Print Name: SHERYL GONZALES

Print Name: Patrick Cates

Print Title: EXECUTIVE DIRECTOR

Print Title: County Manager

Address: 1000 N. DIVISION ST.

Address: PO Box 218 Minden, NV 89423

STE 102B

Date: April 4, 2022

Date: 4/18/22

4871-1842-3578, v. 2

Douglas County

State of Nevada

CERTIFIED COPY

I certify that the document to which this certificate is attached is a full and correct copy of the original record on file in the Clerk-Treasurer's Office on this

27th day of April, 20 22

By [Signature] Deputy