GIS DATA LICENSE AGREEMENT

THIS GIS DATA LICENSE AGREEMENT ("Agreement") is made this 15th day of July 2026, by and between LA PLATA ELECTRIC ASSOCIATION, INC., whose address is 45 Stewart St., Durango, CO 81301 ("La Plata Electric") and Archuleta County (Sheriff's Office), whose address is 398 Lewis Street, Pagosa Springs, CO 81147 ("User").

WHEREAS, La Plata Electric is the owner of geographic information system data ("Data");

WHEREAS, User has requested a license from La Plata Electric for the use of the Data; and

WHEREAS, La Plata Electric is willing to grant a license to User.

NOW, THEREFORE, in consideration of the mutual covenants, conditions and promises contained herein, and for other good and valuable consideration, La Plata Electric and User agree as follows:

1. License.

    a. La Plata Electric grants to User for the term of this Agreement a non-exclusive license to use the Data as identified in Exhibit A attached hereto and any Updates (as herein defined) to the Data, if any.

    b. User shall use the Data solely for its own internal business purposes.

    c. La Plata Electric shall not be responsible for providing any updates, modifications, revisions, additions, replacements ("Updates") to the Data, or for otherwise maintaining the Data. Notwithstanding the forgoing, User may request Updates to the Data from LPEA, and LPEA, in its sole discretion, may provide User Updates to the Data. Said Updates shall be covered under this Agreement.

    d. User shall not license, re-license, sub-license, assign, release, copy, publish, transfer, sell or otherwise make available any portion of the Data to a third party without the prior express written permission of La Plata Electric, which La Plata Electric does not warrant it will provide. Any manipulation, changes, derivations, or other alterations made to the Data by User shall absolve La Plata Electric of any obligation as to the quality or fitness of the Data. Any derivative products produced from the Data may be distribute by User to third parties, but shall be the sole responsibility of User and shall be identified as a derivative including the extent to which the derivative has been changed from the original Data.

e. User shall immediately notify La Plata Electric of any and all defects, errors, inaccuracies, and any other problems with the Data discovered by User.

2. Proprietary Rights. La Plata Electric does not transfer any title, right, or interest in the Data to User. No identifying marks, copyright or proprietary right notices may be deleted from any copy of the Data provided to or made by User.

3. Limitation of Liability and Indemnification.

   a. The Data has been developed solely for internal use only by La Plata Electric, and La Plata Electric makes no warranties, representations, or guarantees, either expressed or implies, as to the completeness, accuracy, or correctness of the Data, nor accepts or assumes any liability arising from or for any incorrect, incomplete or misleading Data provided pursuant to this Agreement. There are no warranties and/or representations, either expressed or implied, of merchantability or the Data for a particular purpose or use.

   b. La Plata Electric shall have no liability for direct, incidental, consequential, punitive, or special damages arising from the use of the Data provided to User. User agrees that the Data shall be used and relied upon only at the risk of User. To the extent permitted by law, User and/or successor(s) in interest shall defend, hold harmless and indemnify La Plata Electric from any claim, action or proceeding against La Plata Electric and/or its agents, officers and employees resulting from or pertaining to the use of the Data or this Agreement.

   c. No Waiver of Governmental Immunity Act. The Parties hereto understand and agree that the parties, their commissioners, officials, corporate officers, directors, agents and employees, are relying on, and do not waive or intend to waive by any provisions of this Agreement, the monetary limitations or any other rights, immunities and protections provided by the Colorado Governmental Immunity Act,§§ 24-10-101 to 120, C.R.S., or otherwise available to the parties.

   d. No Third-Party Beneficiaries. This Agreement is not intended to, and will not be construed to, confer a benefit, or create any right on a third party, or the power of right to bring an action to enforce any of its terms.

4. Term: Termination. The term of this Agreement shall commence upon the date first written and continue for a period of two (2) years. User may extend the term of this Agreement an additional two (2) years by providing written notice to La Plata Electric ninety (90) days before the expiration of the original term. La Plata Electric may terminate this Agreement at any time, without cause, upon ten (10) days written notice to User. The termination of this Agreement shall automatically terminate and extinguish the License.

5. Post-Termination Obligations. After termination and upon La Plata Electric's request, User shall i) deliver all copies of the Data to La Plata Electric, or ii) at La Plata Electric's sole discretion, destroy any copies of the Data, and certify the completion of such destruction in writing to La Plata Electric.

6. Miscellaneous. This Agreement embodies the entire agreement between the parties. The parties shall not be bound by or liable for any statement, representation, promise, inducement, or understanding of any kind or nature not contained herein. This Agreement shall be governed, construed, and enforced in accordance with the laws of the State of Colorado, without giving effect to its principles regarding conflicts of laws. No amendments, changes modifications of any of the terms and conditions of this Agreement shall be valid unless reduced to writing and signed by the parties. The User may not assign this Agreement with the prior written consent of La Plata Electric, which shall not be unreasonably withheld. Any notice provided pursuant to this Agreement shall be in writing and sent via a nationally recognized courier with signature require upon receipt at the addresses set forth above. The waiver or failure of either party to exercise any right in any respect provided for herein shall not be deemed a waiver of any further right hereunder.

IN WITNESS WHEREOF, the parties have executed this Agreement by the respective officers duly authorized in that behalf

LA PLATA ELECTRIC ASSOCIATION, INC	END USER'S
Sign:_____	Sign: Warren W. Brown
Name:_____	Name: Warren Brown
Title:_____	Title: Chairman

EXHIBIT A

Description and use of the data requested:

GIS shapefile including any / all layers relating to all infrastructure within Archuleta County, Colorado.