

L I C E N S I N G A G R E E M E N T

2018 IOWA LAW INFOBASE **Official Copies and Unofficial Versions of Legal Publications**

TABLE OF CONTENTS

- I. D E F I N I T I O N S .**
- II. L I C E N S E D E S C R I P T I O N .**
- III. P A R T I E S T O T H I S L I C E N S I N G A G R E E M E N T .**
 - A. L I C E N S O R .**
 - B. L I C E N S E E .**
 - C. U S E R .**
- IV. T I T L E A N D R I G H T S R E T A I N E D .**
 - A. I N F O R M A T I O N .**
 - B. P R O G R A M M I N G .**
- V. T E R M S A N D C O N D I T I O N S O F P R O D U C T U S E .**
 - A. C U S T O D I A N .**
 - B. R E S T R I C T I O N S .**
 - C. P R O H I B I T I O N S .**
- VI. L E G A L D I S P U T E S A N D D A M A G E S .**
 - A. C H O I C E O F L A W A N D F O R U M .**
 - B. C O N F L I C T S .**
 - C. D A M A G E S .**
- VII. D I S C L A I M E R S .**

- A. OFFICIAL COPIES AND UNOFFICIAL VERSIONS OF IOWA LAW.**
- B. PUBLICATION CYCLE.**
- C. USE OF FOLIO VIEWS™.**
- D. WARRANTY NOT AVAILABLE.**

VIII. REFUND RESTRICTIONS.

- A. REMEDY LIMITED TO REFUND.**
- B. SOLE RIGHT OF THE AGENCY TO DECIDE.**
- C. ASSISTANCE.**
- D. REQUIREMENTS.**
- E. REFUND FEE.**

IX. CITATIONS.

TERMS AND CONDITIONS

I. DEFINITIONS. As used in this licensing agreement:

A. "Acts" means an electronic file composed of text, graphics, images, tables, charts, and editorial notes that originates from a database used by the Agency to publish the official edition of the Iowa Acts (Session Laws) pursuant to Iowa Code chapter 2B under the direction of the Iowa Code Editor.

B. "Administrative Bulletin" means an electronic file composed of text, graphics, images, tables, charts, and editorial notes that originates from a database used by the Agency to publish the official edition of the Iowa Administrative Bulletin pursuant to Iowa Code chapter 2B under the direction of the Administrative Code Editor.

C. "Administrative Code" means an electronic file composed of text, graphics, images, tables, charts, and editorial notes that originates from a database used by the Agency to publish the official edition of the Iowa Administrative Code pursuant to Iowa Code chapter 2B under the direction of the Administrative Code Editor.

D. "Agency" means the Legislative Services Agency created under the jurisdiction of the Iowa General Assembly pursuant to Iowa Code section 2A.1.

E. "Code" means an electronic file composed of text, graphics, images, tables, charts, and editorial notes that originates from a database used by the Agency to publish the official edition of the Iowa Code pursuant to Iowa Code chapter 2B under the direction of the Iowa Code Editor.

F. "Constitution" means an electronic file composed of text, graphics, images, tables, charts, and editorial notes that originates from a database used by the Agency to produce the official codified and original editions of the Constitution of the State of Iowa and published with the Iowa Code pursuant to Iowa Code chapter 2B under the direction of the Iowa Code Editor.

G. "Court Rules" means an electronic file composed of text, graphics, images, tables, charts, and editorial notes that originates from a database used by the Agency to publish the official edition of the Iowa Court Rules pursuant to Iowa Code chapter 2B under the authority of the Administrative Code Editor.

H. "Custodian" means the person who controls and maintains a computer in which a program is stored or who may disable or remove a program.

I. "Customer" means a person who has purchased the product directly from the Agency.

J. "Download" means the process of electronically receiving data from another computer via the Internet, including but not limited to a program or information from a computer controlled or managed by the Agency.

K. "Information" means all data other than a program that originates from the product, including but not limited to the Acts, Code, Constitution, Administrative Bulletin, Administrative Code, Court Rules, and any technical or supporting documentation prepared by the Agency, as (1) an official copy accessible in a portable document format (PDF) or via an Internet link to the Iowa General Assembly's Internet site: <https://www.legis.iowa.gov/> or (2) as an unofficial version accessible by using the Folio Views™ program.

L. "Local area network" means one or a group of computers and associated devices that share a common communications line or wireless link to a server so long as the server and computers or associated devices are located within a distinct geographic area.

M. "Product" means the programs and information or other data produced by the Agency as an edition of the "Iowa Law Infobase" that is made available by the Agency to be downloaded to a computer controlled and managed by a custodian.

N. "Program" means any of the following:

1. Folio Views™. A commercially available release of the Rocket Folio Views™ software program or a similar Folio Views™ search and retrieval software program accessible by using a Microsoft® Windows™ operating system and that was obtained by downloading the product.

2. Setup Factory®. A commercially available release of Setup Factory® (designed by Indigo Rose Software Design Corporation) that was obtained by downloading the product.

3. Adobe® Reader®. A commercially available release of a software program (designed by Adobe Systems Incorporated©) that was obtained by downloading the product.

O. "User" means a person who at any time accesses a program or information that was obtained by downloading the product. "User" does not include the licensor.

II. LICENSE DESCRIPTION.

A license entitles one or more licensees or users to access the product by using a single or multiple computers, subject to restrictions as provided in this licensing agreement. The parties to this license agreement is bound to the terms and conditions of the license agreement.

III. PARTIES TO THIS LICENSING AGREEMENT. The parties to this licensing agreement shall include all of the following:

A. LICENSOR. The licensor. The licensor is limited to the Agency representing the Iowa General Assembly.

B. LICENSEE.

1. Any of the following persons is a licensee:

a. A person who downloads a program.

b. The custodian.

c. A customer.

2. The Iowa General Assembly, including the Agency or any nonpartisan or partisan unit of the Iowa General Assembly or its employees, is not a licensee.

C. USER. A user. The Iowa General Assembly, including the Agency or any nonpartisan or partisan unit of the Iowa General Assembly or its employees, is not a user.

IV. TITLE AND RIGHTS RETAINED.

A. INFORMATION. The Agency, representing the Iowa General Assembly, claims title to and an exclusive interest in all proprietary information produced by the Agency and reserves all rights in the product that are not reserved to Rocket Software® Inc., Indigo Rose Software Design Corporation, or Adobe Systems Incorporated®, or that are not otherwise specifically granted to a licensee or user under this licensing agreement. The Agency may assert any applicable copyright protections.

B. PROGRAMMING. The Folio Views™ program that was obtained by downloading the product is the property of Rocket Software® Inc. and the Setup Factory® program that was obtained by downloading a product is the property of Indigo Rose Software Design Corporation, are protected by laws governing intellectual property, including federal copyright law. In addition, Adobe Systems Incorporated® may claim title to and copyright protections for any program required to use information stored in a portable document format (PDF) that was obtained by downloading the product.

V. TERMS AND CONDITIONS OF PRODUCT USE.

A. CUSTODIAN. As custodian of the product, a licensee has discretion to keep, maintain, and care for the product in any manner that is not otherwise in conflict with this licensing agreement or any terms or conditions imposed by Rocket Software®, Inc.; Indigo Rose Software Design Corporation; or Adobe Systems Incorporated®. The licensee's discretion includes the right to damage or destroy the product according to the sole decision of the licensee, unless otherwise prohibited by this licensing agreement or the terms and conditions imposed by Rocket Software®, Inc.; Indigo Rose Software Design Corporation; or Adobe Systems Incorporated®.

B. RESTRICTIONS. A person may access the product including by using a program or information that was obtained by downloading the product, according to the following terms and conditions:

1. Except as provided in subparagraphs 2 and 3, all of the following shall apply:
 - a. A program shall not be used from more than one computer at any time.
 - b. A program shall not be used by any method that allows information to be used from multiple computers.
 - c. A program shall not be transferred to a second electronic medium, including but not limited to an internal hard drive, network server, compact disc, tape, diskette, external hard drive, or removable disc or other storage device.
2. A program may be used by a local area network, subject to the following conditions:
 - a. A program shall only be used by a computer that is linked to a local area network server that was used to obtain the product. A program shall not be loaded on another computer or computer network, transmitted to another computer or computer network, used from another computer or another computer network, or used by any method that allows the product to be used from multiple computers that are not linked to the local area network server that was used in downloading the product.
 - b. A program shall not be transmitted by remote means other than via the local area network that was used in downloading the product.
 - c. The program shall not be used by more than one local area network.
3. A program may be used by multiple computers under the control of the licensee, if the Agency grants the licensee written permission, and the program is used upon terms and conditions required by the Agency. The Agency may grant written permission if the Agency is satisfied that the multiple computers operate in a manner that replicates a local area network.

C. PROHIBITIONS. A licensee or user shall not do any of the following:

1. Disassemble, decompile, reverse engineer, or otherwise derive, analyze, or use any source code or algorithms related to a program that has been downloaded.
2. Remove any identification, copyright or trademark symbol, or notice of the Iowa General Assembly or the Agency from the product.
3. Remove any identification, copyright or trademark symbol, or notice of Rocket Software®, Inc., Indigo Rose Software Design Corporation, or Adobe Systems Incorporated® from the product.
4. Sell, distribute, translate, modify, or prepare derivative works of or from a program that has been downloaded.
5. Copy any programming or portion of programming that has been downloaded.

6. Use a program in any manner that infringes on any rights (e.g., intellectual property rights) of others.
7. Rent, lease, sell, use for time sharing, license, sublicense, assign, or disclose a program or any copy or portion of a program to any person.
8. Transmit a program to or on the Internet.
9. Use information by accessing the Folio Views™ program for commercial publishing purposes. Otherwise, this licensing agreement does not impose any restrictions upon the use or dissemination of information that was obtained by using the Folio Views™ program.
10. Sell or offer to sell the product.

VI. LEGAL DISPUTES AND DAMAGES.

A. CHOICE OF LAW AND FORUM. This licensing agreement is governed by the laws of the State of Iowa. All disputes and controversies regarding this licensing agreement shall be heard in the District Court of Polk County, Iowa. However, if jurisdiction is not proper in the Polk County District Court, actions shall only be brought in the United States District Court for the Southern District of Iowa, Central Division, provided that jurisdiction is proper in that forum. Nothing in this licensing agreement prevents Rocket Software®, Inc., Indigo Rose Software Design Corporation, or Adobe Systems Incorporated© from setting forth choice of law and forum requirements applicable to a licensee or user.

B. CONFLICTS.

1. In the case of a conflict between a provision of this licensing agreement and a statute or regulation of this state as judicially construed and in effect on the effective date of licensing agreement, the provision of this licensing agreement controls, unless otherwise prohibited by a statute or regulation of this state as judicially construed and in effect on the effective date of this licensing agreement. Otherwise, a statute or regulation of this state as judicially construed and in effect on the effective date of this licensing agreement, and principles of common law as applicable on the effective date of this licensing agreement, shall be reasonably construed as being in harmony with the provisions of this licensing agreement.

2. In the case of a conflict between a provision of this licensing agreement and a provision in an agreement or condition of use imposed by Rocket Software®, Inc., Indigo Rose Software Design Corporation, or Adobe Systems Incorporated©, the provision in the agreement or condition of use controls.

C. DAMAGES. The Agency reserves the right to require that a person in violation of this licensing agreement pay liquidated damages to the Agency. The liquidated damages shall be in lieu of ordinary and consequential damages which the Agency may claim as a result of a breach of this licensing agreement. The amount of the liquidated damages shall not exceed \$1,000 for each violation of this licensing agreement. Each day that a breach continues shall be considered a new breach of this licensing agreement.

VII. DISCLAIMERS.

A provision of the Acts, Code, Constitution, Administrative Bulletin, Administrative Code, or Court Rules that may be accessed by downloading the product originates from a

database used by the Agency to publish the official edition of the Iowa Acts, Iowa Code, Constitution of the State of Iowa, Iowa Administrative Bulletin, Iowa Administrative Code, or Iowa Court Rules. However, all of the following apply:

A. OFFICIAL COPIES AND UNOFFICIAL VERSIONS OF IOWA LAW.

1. A provision of the Acts, Code, or Constitution that was obtained by downloading the product in a portable document format (PDF) is part of the official copy of the Iowa Acts, Iowa Code, or Constitution of the State of Iowa.

2. A provision of the Acts, Code, Constitution, Administrative Bulletin, Administrative Code, or Court Rules accessible via an Internet link that was obtained by downloading the product may be part of the official copy of the Iowa Acts, Iowa Code, Constitution of the State of Iowa, Iowa Administrative Bulletin, Iowa Administrative Code, or Iowa Court Rules. Consult the Iowa General Assembly's Internet site.

3. A provision of the Acts, Code, Constitution, Administrative Code, or Court Rules that was obtained by downloading the product and that is accessible by using the Folio Views™ program is an unofficial version and not an official copy of the Iowa Acts, Iowa Code, Constitution of the State of Iowa, Iowa Administrative Code, or Iowa Court Rules.

B. PUBLICATION CYCLE.

The Iowa Acts are published each year in a printed or electronic format as provided in Iowa Code section 2B.10. The Iowa Code with the Constitution of the State of Iowa is subject to revision each year and published as a complete edition in a printed or electronic format as provided in Iowa Code section 2B.12. The Iowa Administrative Bulletin is published once each two-week period in an electronic format as provided in Iowa Code section 2B.5A. The Iowa Administrative Code is subject to revision each two-week period and published as supplements as well as a complete edition in an electronic format as provided in Iowa Code section 2B.5A. The Iowa Court Rules are subject to revision at any time and published in an electronic format as provided in Iowa Code section 2B.5B. **It is the sole responsibility of a user to refer to the latest official copy of the law.** Visit the Iowa General Assembly's Internet site for updated information: <https://www.legis.iowa.gov/>.

C. USE OF FOLIO VIEWS™.

1. The Acts, Code, Administrative Code, Court Rules, or any other publication that was obtained by downloading the product and accessible by using the Folio Views™ program is an invaluable resource in researching Iowa law. However, this version of the publication is not intended to replace any official copy of the Iowa Acts, Iowa Code, Constitution of the State of Iowa, Iowa Administrative Code, or Iowa Court Rules.

2. The Iowa General Assembly, Rocket Software® Inc., and Indigo Rose Software Design Corporation cannot assure the accuracy of any specific provision of law that was obtained by downloading the product and accessible by using the Folio Views™ program. Use the information that was obtained by downloading the product and accessible by using the Folio Views™ program at your own risk. You are urged to consult the most recent official edition of Iowa law, including but not limited to the Iowa Acts, Iowa Code, Constitution of the State of Iowa, Iowa Administrative Bulletin, Iowa Administrative Code, and Iowa Court Rules.

3. A user is advised to test the product thoroughly before relying upon it.

D. WARRANTY NOT AVAILABLE.

1. The product is offered or sold "AS IS" and without warranties as to performance or merchantability.

2. Any statement made about the product by the Agency or a person transferring custody of the product does not constitute a warranty and should not be relied upon in deciding whether to take custody or purchase this product.

3. The product is offered or sold without any express or implied warranties whatsoever, because of the diversity of conditions and hardware under which the product may be used.

4. No warranty of fitness for a particular purpose is offered.

5. A licensee or a user (and not the Iowa General Assembly; the Agency; Rocket Software® Inc., Indigo Rose Software Design Corporation, or Adobe Systems Incorporated©) assumes the entire cost of any necessary servicing, repair, or correction and any incidental or consequential damages that may be necessary or desirable relating to the product.

VIII. REFUND RESTRICTIONS.

A. REMEDY LIMITED TO REFUND. A person shall not have a legal or equitable remedy associated with purchasing, downloading, or using of the product other than submitting a claim for a refund as provided in this Iowa Code section.

B. SOLE RIGHT OF THE AGENCY TO DECIDE. The Agency shall have the sole right to decide if a refund is warranted under this section.

C. ASSISTANCE. The Agency upon consent of the licensee may assist a person in purchasing, downloading, or using the product. However, the assistance does not alter a person's remedy as otherwise described in this section.

D. REQUIREMENTS. If a person is unable to download or access the product in the manner intended, the person may submit a claim for a refund for the purchase price from the Agency, if all of the following apply:

1. The person is a customer.

2. A user of the product purchased by the person has not breached a term or condition of this licensing agreement.

3. The person submits proof of purchase if demanded by the Agency.

4. The person submits the claim for a refund to the following:

Legislative Services Agency

Attention: Tracy Parker

Ola Babcock Miller Building

1112 East Grand Avenue

Des Moines, IA 50319

5. The person explains the reason for the claim.
 6. The person submits the claim to the Agency within 30 days from the date that the person purchased the product from the Agency.
- E. REFUND FEE.** The Agency reserves the right to charge a refund fee of not more than \$15.

IX. CITATIONS.

A provision of the Acts, Code, Constitution, Administrative Bulletin, Administrative Code, or Court Rules that was obtained by downloading the product shall be cited as provided in Iowa section 2B.17 of the Iowa Code. However, a person citing a provision of the Acts, Code, Constitution, Administrative Code, or Court Rules that was obtained by downloading the product and accessible by using the Folio Views™ program must identify that the downloaded product is the source of the provision and that the provision is unofficial.

End of Licensing Agreement