



COUNTY OF CLARION MAPPING AND GIS DEPARTMENT

421 Main Street
CLARION, PA 16214
PHONE: 814-226-4000 X 2317



DATA USE AGREEMENT
"TERMS AND CONDITIONS"

- The following Terms and Conditions of this agreement shall be applied to all GIS data products in the County of Clarion which are released to the end user (customer) and shall govern the use of all GIS products. By signing below, customer agrees to abide by all terms **and conditions of this agreement. This document constitutes the entire agreement between the parties, and it supersedes any prior agreement, verbal or written.**

The agreement hereby granted unto the customer authorizes the use of the County of Clarion GIS data only for the purposes of making personal, or in the case of business, internal use of the data as follows:

- o The customer may create one (1) digital copy for the use as a backup copy. This copy shall be used to replace the original data if damaged.
- o The GIS data will not be reformatted, copied, or further reproduced or distributed to any **person, firm, corporation, association, or entity.**
- County of Clarion hereby disclaims all liability or responsibility for any damage, injury, loss, claim, or lawsuit arising from any error, inaccuracy, or other problem with the data. The customer hereby releases Clarion County from liability, damage, injuries, or suits arising from any such error, inaccuracy, or problem. Furthermore, the customer agrees to indemnify and hold the County of Clarion and its officials and employees from any and all claims, liability, damages, injuries, suits, including court costs and attorney's fees arising from the use of the GIS data by the customer, customer's employees and assignees, or customers of it.
- The GIS data hereunder is provided "AS IS". County of Clarion expressly disclaims all warranties expressed or implied, including warranties to the accuracy of the data and merchantability and fitness for a particular purpose, and further disclaims responsibility for all **incidental, consequential, or special damages arising out of or in connection with the use or performance of the data.** The customer acknowledges such disclaimer of warranty and **expressly waives all warranties expressed or implied, and waives any right of claim for damages incidental, consequential or special, arising out of or in connection with the use or performance of the GIS data.**

The GIS data provided by County of Clarion shall remain the property of Clarion County, which shall retain all rights commensurate with ownership, including the right to sell, release, **license, use, or provide data to others deemed appropriate in its sole discretion.** The unauthorized or unlicensed use of the GIS data will be subject to the full penalties under the law including fines and imprisonment.

I (we) agree to the above terms and conditions, and I am authorized by my employer or company to agree to the terms and conditions.

Customer (s) Signature: _____ Date: _____

Printed Name: _____ Phone: _____

Address _____ Email: _____

_____ Approved By: _____

_____ Date Approved: _____