

Elk County GIS Data Licensing Agreement

"Terms and Conditions"

1. The following Terms and Conditions of this agreement shall be applicable to all GIS data products in Elk County, which are licensed to the end user (Customer) and shall govern the use of all GIS products.
2. The license hereby granted unto the customer authorizes the use of the regional GIS data only for the purposes of making personal, or in the case of business, internal use of the licensed data as follows:
 - a. The Customer may make one (1) digital copy for use as a backup copy. This copy shall only be used to replace the original data if lost, stolen or damaged.
 - b. The GIS data will not be reformatted, copied, or further reproduced or distributed to any person, firm, corporation, association or entity.
3. Elk County 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 the county from all liability, damage, claims, injuries or suits arising from any such error, inaccuracy or problem. Furthermore, the Customer agrees to indemnify and hold harmless the county and its officials and employees from any and all claims, liability, damages, injuries, suits, including court costs and reasonable attorney's fees arising from the use of the regional GIS data by the Customer, customer's employees or assignees, or customers of it.
4. THE COUNTY GIS DATA PROVIDED HEREUNDER IS PROVIDED "AS IS". THE COUNTY OF ELK 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 DISCLAIM 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.
5. The GIS data provided by Elk County shall remain the property of the 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 unlicensed or unauthorized use of the GIS data will be subject to the full penalties under the law including fines and imprisonment.
6. The GIS tax parcel data provided by Elk County shall not be considered to be survey grade data. It is to be considered only as a digital representation of a paper tax map and any of the property lines may be inaccurate, especially when overlaid onto digital orthophotography. The usage of said tax parcel data will be considered to be at the customer's own risk.

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.

Signature of Customer (s): _____

Date: _____

Printed Name (s): _____

Address: _____

Phone #: _____

Approved: _____

Date: _____