

## GREENE COUNTY DATA LICENSE AGREEMENT

Your use of data indicated your acceptance of an agreement to be legally bound by the terms of the Greene County Data License Agreement as outlined below.

### **General Terms and Conditions**

1. The following General Terms and Conditions of Agreement shall be applicable to all data products of Greene County which are licensed by Greene County to end users (also referred to as “Customers”) of the data products and shall govern the use of all products or works derived therefrom.
2. The license hereby granted unto the Customers authorizes the use by the Customer of the Greene County data only for the purpose of making personal, or in the case of a business, internal use of the licensed data. The data will not be reformatted, copied, resold nor further reproduced or distributed to any other person, firm, corporation, association, or entity without the written permission of Greene County.
3. Greene County hereby disclaims any and all liability or responsibility for any damage, injury, loss, claim, or lawsuit arising from error, inaccuracy or other problem with the data contained on the digital media or the digital media itself. The Customer hereby releases Greene County from any and all liability, damages, claims, injuries, or lawsuits arising from any such error, inaccuracy or problem. The Customer agrees to indemnify and hold harmless Greene County and its officials and employees from any and all claims, liability, damages, injuries, and suits, including court costs and reasonable attorney’s fees, arising from the use of the Greene County data by the Customer, Customer’s employees, assignees, or customers.
4. The Greene County data is provided “AS IS” and Greene County expressly disclaims all warranties, express or implied, including warranties as to the accuracy of the data and merchantability and fitness for a particular purpose, and further expressly disclaims responsibility for all damages, either incidental, consequential, or special arising out of or in connection with the use or the performance of the data. The Customer acknowledges such disclaimers of warranty and agrees to the waiver of all warranties, express or implied, and waives any right of claim for damages arising out of or in connection with the use or performance of the data.
5. Customer acknowledges that it cannot be and is not granted access to data gathered by other parties and provided to Greene County for Greene County’s sole use. Any proprietary information provided to Greene County by other persons or entities is not part of this License Agreement.
6. Greene County is and shall remain the property of Greene County. Greene County retains all rights commensurate with ownership, including the right to sell, release, license, use, or provide the same or similar data to other Customers as Greene County deems appropriate and in its sole discretion. Customer acknowledges that the data released to it does not transfer ownership, only the use thereof, consistent with this Agreement. Any unauthorized use of the data provided under the terms of this Agreement will void this Agreement and subject the Customer to any and all penalties in accordance with the law, including fines and imprisonment. Further, any unauthorized use of the data provided under the terms of this Agreement will terminate the rights of the Customer to further use of the data provided, and Greene County will not be obligated to allow access by the Customer to the County’s data in the future.

Revised 4/17/10

7. The amount of fees to be charged to the Customer for the use of the data shall be determined solely by Greene County. Customer agrees to pay these fees in full as requested by the County. Greene County retains the right to adjust its fees from time to time. Greene County, at its sole discretion, retains the right to waive or adjust any monetary fees payable by any person or entity if that person or entity is performing work requested by or for Greene County. Greene County, at its sole discretion, retains the right to waive or adjust any monetary fees payable by any person or entity if that person or entity is providing to the County a product whose value is equal to or greater than the cost of the data being provided to that person or entity by Greene County.
8. Prior to the approval of the release of any data, the Customer agrees to complete in full, the application provided to it by Greene County, which application is incorporated into this agreement.

In Witness Whereof, the parties have duly executed this Agreement on the date signed below:

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

Signature of the Customer/ Primary and Secondary Users (if applicable):

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
E-mail address

\_\_\_\_\_  
E-mail address

\_\_\_\_\_  
Date

Signature of Authorized Greene County Personnel:

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date