

GIS INFORMATION TERMS AND CONDITIONS

Ownership: Luzerne County (the "County") is the owner of all rights, title and interest in certain GIS Information (the "Information"), including copyrights. The user does not receive any, and the County retains all, ownership rights in the Information. The Information is copyrighted and may not be copied, even if modified or merged with other data or software.

Copyright Notice: The Information shall bear the County's copyright and proprietary notice and you shall not alter or remove any copyright notice or proprietary legend contained in or on the Information.

Grant:

The County grants you a license to reproduce and prepare derivative works, solely for internal use of the Information subject to payments described in the GIS FEE SCHEDULE (incorporated by reference). Your use of the Information will be limited to only those uses that are reasonably necessary to complete or accomplish the project described under the heading "Project Description" of the GIS Request Form, which is incorporated into this Agreement by reference.

In no event shall your license extend to any use other than the use as expressly written on the **GIS REQUEST FORM** under the **Data Use Statement**.

You may make one digital copy of the Information for use as a backup copy. This copy shall only be used to replace the original Information if lost or damaged.

The Information shall not be reformatted, copied, nor further reproduced, displayed, performed, or distributed to any other person, firm, corporation, association, or entity.

Ownership: The Information provided by the 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 the data to others as it deems appropriate in its sole discretion. Nothing herein shall be construed to transfer any ownership interest in the Information to you.

Term: The term of this agreement is from _____, 20__ to _____, 20___. In the event that the term has not expressed specified above, the term of the agreement is one year from the date of the **GIS REQUEST FORM**.

Disclaimers: All Information is provided to you "AS IS " and "WITH ALL FAULTS" and you agree to use it at your own risk.

THE COUNTY AND ITS LICENSORS (INCLUDING THEIR LICENSORS AND SUPPLIERS) DISCLAIM ANY WARRANTIES, EXPRESS OR IMPLIED, OF QUALITY, PERFORMANCE, CONTENT, TITLE, COMPLETENESS, ACCURACY, EFFECTIVENESS, RELIABILITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. THE COUNTY MAKES NO WARRANTY THAT ANY INFORMATION ON THE INTERNET GENERALLY WILL BE UNINTERRUPTIBLE OR

ERROR FREE OR THAT ANY INFORMATION, SOFTWARE OR OTHER MATERIAL ACCESSIBLE FROM THE SERVER IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

THE COUNTY AND ITS LICENSORS (INCLUDING THEIR LICENSORS AND SUPPLIERS) SHALL NOT BE LIABLE TO YOU: IN RESPECT OF ANY CLAIM, DEMAND OR ACTION, IRRESPECTIVE OF THE NATURE OF THE CAUSE OF THE CLAIM, DEMAND OR ACTION ALLEGING ANY LOSS, INJURY OR DAMAGES, DIRECT OR INDIRECT, WHICH MAY RESULT FROM THE USE OR POSSESSION OF THE INFORMATION; OR FOR ANY LOSS OF PROFIT, REVENUE, CONTRACTS OR SAVINGS, OR ANY OTHER DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF YOUR USE OF OR INABILITY TO USE THE INFORMATION, ANY DEFECT IN THE INFORMATION, OR THE BREACH OF THESE TERMS OR CONDITIONS, WHETHER IN AN ACTION IN CONTRACT OR TORT OR BASED ON A WARRANTY, EVEN IF THE COUNTY OR ITS LICENSORS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Indemnity: You agree to indemnify, defend and hold the County, its officers, its employees, its agents, its council members, and its licensors (including their respective licensors, suppliers, assignees, subsidiaries, affiliated companies, and the respective officers, directors, employees, shareholders, agents and representatives of each of them) free and harmless from and against any liability, loss, injury (including injuries resulting in death), demand, action, cost, expense, or claim of any kind or character, including but not limited to attorney's fees, arising out of or in connection with any use or possession by you of the Information.

Termination: This license will terminate automatically without notice from the County if you fail to comply with any provision of this license agreement. Upon termination, you shall destroy or return any Information and all copies made thereof including modified copies.

Entire Agreement: These terms and conditions constitute the entire agreement between the County (and its licensors, including their licensors and suppliers) and you pertaining to the subject matter hereof, and supersedes in its entirety any and all written or oral agreements previously existing between us with respect to such subject matter.

Governing Law: The above terms and conditions shall be governed by the laws of the Commonwealth of Pennsylvania, without giving effect to (i) its conflict of laws provisions, or (ii) the United Nations Convention for Contracts for the International Sale of Goods. You agree to submit to the jurisdiction of the Commonwealth of Pennsylvania for any and all disputes, claims and actions arising from or in connection with the information provided to you hereunder.

Other Notices: Each document and other material published by the County on its web site may contain other proprietary notices or describe products, services, processes or technologies owned by the County or third parties. Nothing contained herein shall be construed as granting to the user a license under any copyright, trademark, patent or other intellectual property right of the County or any third party, except for the right of use license expressly set forth in the GIS Request Form.

Trademark: The County's name and logo, and all related product and service names, design marks and slogans are the trademarks, service marks or registered trademarks of the County. All other product and service marks contained herein are the trademarks of their respective owners.

Miscellaneous: Headings are for the convenience of the parties and shall not be used to construe this agreement. The County shall have the right to terminate user's ability to access its web site at any time without notice. The County reserves the right to discontinue or modify any of the information contained on its web site, or the service provided through its web site, at any time. The County shall have the right to modify these terms and conditions at any time. The user may not assign any part of this agreement without the County's prior written consent. The user shall pay any taxes on the information or transactions described herein, if applicable. If any provision of this agreement is declared invalid or unenforceable, the remaining provisions of this agreement shall remain in effect. The user agrees to comply with all applicable laws in using this service or the information contained herein. No waiver of any obligation or right of either party shall be effective unless in writing, executed by the party against whom it is being enforced, and any such waiver shall not preclude a party from exercising any other right or later exercising the same right. Any notice under this agreement shall be delivered by U.S. certified mail, return receipt requested, or by overnight courier to the County at the address below. These terms and conditions apply on behalf of the County and all of its affiliates, employees, agents, officers, council members, suppliers, and distributors. The user shall pay all reasonable attorneys' fees and costs incurred by the County in connection with the enforcement of this agreement against the user.

Notice to County:

**Luzerne County
GIS/Mapping Department
200 North River Street
Wilkes-Barre PA 18711**

ALL RIGHTS RESERVED UNDER THE COPYRIGHT LAWS OF THE UNITED STATES. The unlicensed or unauthorized use of the information will be subject to the full penalties under the law, including civil and criminal copyright liability, fines and imprisonment. For the purpose of any public disclosure provision under any federal, state or local law, it is agreed that the information is trade secret and proprietary commercial data and not subject to disclosure.