

Huntingdon County GIS Data License Agreement

Your Use of this data indicates your acceptance of and agreement to be legally bound by the terms of the Huntingdon County GIS Data License Agreement printed below.

General Terms and Conditions

1. The following General Terms and Conditions of Agreement shall be applicable to all GIS data products of the County of Huntingdon which are licensed by the county of Huntingdon 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 Huntingdon County GIS data only for the purpose of making personal, or in the case of a business, internal use of the licensed data as follows:
 - a. The Customer may make one digital copy of the Huntingdon County GIS data for use as a backup copy. This copy shall only be used to replace the original Huntingdon County GIS data if lost, stolen or damaged.
 - b. The GIS data will not be copied, nor further reproduced or distributed, in its original format, to any other person, firm, corporation, association or entity.
3. The County of Huntingdon hereby disclaims any and all liability or responsibility for any damage, injury, loss, claim or lawsuit arising from any error, inaccuracy or other problem with either the data contained on the digital media or the digital media. The Customer hereby releases the County of Huntingdon 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 and suits, including court costs and reasonable attorney's fees, arising from the use of the Huntingdon County GIS Data by the Customer, Customer's employees or assignees, or customers of it.
4. The Huntingdon County GIS data provided hereunder is provided "as is" and the County of Huntingdon 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 incidental, consequential or special damages arising out of or in connection with the use or performance of the data. The Customer acknowledges such disclaimers of warranty and expressly waives all warranties, express 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 data.
5. The Huntingdon County GIS data provide 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. The unlicensed or unauthorized use of the Huntingdon County 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 agree to the terms and conditions.

Signature of Customer(s) _____ **Date** _____

Printed Name(s)
Address

Huntingdon County Mapping Department _____ **Date** _____

Approved by: _____