

County of Franklin, Pennsylvania

Geospatial Data Delivered Content

Terms and Conditions of Use

As a requestor of geospatial data from Franklin County, you are deemed an Authorized Customer of this information once you review and agree to the terms and conditions of the Purchase Agreement and this Geospatial Data Delivered Content Agreement as follows.

These “County of Franklin, Pennsylvania Geospatial Data Delivered Content Terms and Conditions of Use”, in combination with the corresponding Purchase Agreement into which these terms are incorporated, collectively set forth the terms and conditions that govern the use of Delivered Content (as hereinafter defined) as applicable to the Authorized Customer (as hereinafter defined). As used in the Delivered Content Terms and Conditions of Use, the terminology ‘you’ and ‘your’ in upper or lower case shall refer to the Authorized Customer (as hereinafter defined) that entered into the Purchase Agreement; ‘Franklin County’ and ‘County’ shall henceforth explicitly refer to the County of Franklin, Pennsylvania.

I. DEFINITIONS

- 1.1 “Authorized Customer” refers to the requestor (and by extension the represented company) of geospatial data who (possesses the authority as given by represented company) has agreed to the Terms and Conditions outlined in this document.
- 1.2 “Delivered Content” refers to the pre-packaged geospatial data layers, custom geospatial data layers, or custom map documents as provided to the Authorized Customer by the County of Franklin, Pennsylvania pursuant to the Geospatial Data Request Form.
- 1.3 “Authorized User” refers to you and any employee of yours (or the company of which you represent at the time of this agreement) of which has been authorized by you to access the Delivered Content via an Authorized System (as hereinafter defined) for the purpose of performing internal work exclusively for you or the business you represent.
- 1.4 “Authorized System” refers to a workstation, server, or database which meets the following criteria:
 - (i) it is owned or leased by you or the company of which you represent at the time of this agreement
 - (ii) it is located within and only accessible from facilities owned or leased you or the company of which you represent at the time of this agreement
 - (iii) it is under control and may only be accessed by you or Authorized Users

2. GRANT OF RIGHTS; RESTRICTIONS ON USE; OWNERSHIP

- 2.1 Any exchange of Delivered Content at charge according to the Franklin County Geospatial Fee Schedule for *commercial purposes* are granted nonexclusive, nontransferable, limited rights to:
 - (i) Incorporate Delivered Content into your commercial products for commercial sale, release, or
 - (ii) Distribution in a manner consistent with your business model.
- 2.2 Any exchange of Delivered Content *gratis* for *educational purposes* such as, but not limited to, undergraduate research projects, graduate research, graduate theses, etc., is strictly limited to use by the principle researcher and his/her research collaborators for academic applications. The Delivered Content may not be redistributed in any manner to any commercial entity. Furthermore, the resulting work of said *educational purposes* which utilized the data provided by the County shall not be distributed to any commercial entity for financial gain (or any other reasons) via any Authorized Users who may come in contact with the Delivered Content including the academic institution the research was conducted at. The unlicensed or unauthorized use of the Delivered Content as outlined above shall be subject to the full penalties under law.

3. WARRANTY DISCLAIMER

- 3.1 The delivered content is provided “As Is” and “With All Faults”. Franklin County makes no other warranties or representations of any kind, express, implied, or statutory. All implied warranties including but not limited to warranties of performance, merchantability, fitness for a particular purpose, and accuracy are hereby disclaimed and excluded by the County.

4. LIMITATION OF LIABILITIES

- 4.1 The County hereby disclaims any and all liability and/or responsibility for any damage, injury, financial loss, claim, or lawsuit arising from improper use of Delivered Content, inaccuracies and errors contained in Delivered Content, works by Authorized Users derivative from Delivered Content, any and all incidental, consequential, or special problems arising from the Delivered Content or medium of distribution.
- 4.2 The Authorized Customer agrees to indemnify and hold harmless the County, its officials, its employees, and any contractors and subcontractors for the County from any and all liabilities as outlined in 4.1 including court costs and attorney fees arising from the use of Delivered content by the Authorized Customer or Authorized Users

5. MISCELLANEOUS PROVISIONS

- 5.1 All parties involved in this agreement including but not limited to the County, Authorized Customer, Authorized User, and company which the Authorized Customer represents, irrevocably agree jurisdiction and venue with respect to any aspect arising from the Purchase Agreement and corresponding Delivered Content Terms of Use shall lie solely in the Court of Common Pleas of Franklin County, and all parties agree to waive all objections to personal jurisdiction and venue. The parties expressly waive their rights to a trial by jury, and consent to a trial by court. The parties agree that the provisions of the Purchase Agreement and corresponding Delivered Content Terms of Use shall be interpreted in accordance with the laws of the Commonwealth of Pennsylvania without regard to its choice of law provisions.

I, the undersigned Authorized Customer, accept these Delivered Content Terms and Conditions as a precondition to receiving geospatial data from the County of Franklin, Pennsylvania. I will uphold all clauses presented in these terms and conditions. If I or any party I am responsible for is found in breach of any of these terms and conditions to which I am legally bound, I am liable for damages and subject to legal actions from the County.

Signature

Date

Full Name & Title (if applicable)

Company

All data listed in the following Invoice subject to these Terms and Conditions of Use
