

## Mifflin County GIS Data Sharing Agreement

Your use of this data indicates your acceptance of and agreement to be legally bound by the terms of the Mifflin County GIS Data Sharing Agreement printed below.

### General Terms and Conditions

The following General Terms and Conditions of Agreement shall be applicable to all data products of the County of Mifflin which are licensed by the County of Mifflin to end users (also referred to as "Customers") of the data products and shall govern the use of all products or works derived therefrom.

1. Please state how you intend to use the Mifflin County GIS and/or CAMA data:

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2. Any person, entity or organization incorporating any Mifflin County GIS or CAMA data into their product must place a statement citing the original source on the face of any derived document, map or other product created with Mifflin County GIS or CAMA data.
3. The Mifflin County GIS and/or CAMA data is prohibited from being sold, reproduced, duplicated or shared with any other person or entity, and it is intended to be used for internal business activities only. If the Customer determines that it is necessary to share portions of the GIS and/or CAMA data with contractors, consultants or other third parties working for the Customer, the County of Mifflin must give prior written consent. If the County of Mifflin gives such written consent, those who receive the Mifflin County GIS and/or CAMA data shall be subject to the same terms and conditions as the Customer. Furthermore, use of the GIS and/or CAMA data shall be for the sole purpose of providing services necessary for the operations of the Customer.
4. The County of Mifflin 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 Mifflin 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 Mifflin County GIS Data by the Customer, Customer's employees or assignees, or customers of it.
5. The Mifflin County GIS data provided hereunder is provided "as is" and the County of Mifflin 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.

6. The Mifflin County GIS data 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. The unauthorized use of the Mifflin County GIS data will be subject to the remedies and penalties provided by law.

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:

\_\_\_\_\_  
\_\_\_\_\_

Mifflin County Government

Approved by: \_\_\_\_\_ Date \_\_\_\_\_