

## **GIS Product – Terms and Conditions of Use**

1. GIS Product provided is based on the most current information available to the County of San Joaquin. The information provided is not intended to replace engineering, financial or primary records research.
2. The County of San Joaquin does not warrant that the GIS product furnished will meet the applicant's requirements, or that their use will be uninterrupted or error-free. The GIS Product is furnished "as is" and the County of San Joaquin makes no warranties, express or implied, including but not limited to implied warranties of merchantability or fitness for a particular purpose. The entire risk as to the quality and performance of the GIS Product furnished is with the applicant.
3. The applicant understands that the automated conversion of information and data from the system and format used by the County of San Joaquin to an alternate system or format cannot be accomplished without the possibility of the introduction of inexactitudes, anomalies, and errors. In the event the GIS Product provided to applicant in machine-readable form are so converted, the applicant agrees to assume all risks associated therewith, and to defend, to hold harmless and indemnify the County of San Joaquin from and against any claims, liabilities, losses, damages and costs, including but not limited to attorney's fees, arising therefrom or in connection therewith.
4. The applicant recognizes that changes or modifications to the County of San Joaquin GIS Product introduced by anyone other than the County of San Joaquin may result in adverse consequences which the County of San Joaquin can neither predict nor control. Therefore, and in consideration of the County of San Joaquin's agreement to provide the Product the applicant agrees, to defend, to hold harmless and indemnify the County of San Joaquin from and against all claims, liabilities, losses, damages and costs, including but not limited to attorney's fees arising out of or in any way connected with the modification, misrepresentation, misuse or reuse by others of the machine-readable and photographic information and data provided by the County of San Joaquin under this agreement. The foregoing indemnification applies without limitation, to any use of the GIS Product on other projects, for additions to this project, or for the completion of this project by others, excepting only such use as may be authorized, in writing, by the County of San Joaquin.
5. Liability. The County of San Joaquin shall not be liable for any activity involving the GIS Product.
6. Remedy.
  - a. Applicant's sole and exclusive remedy for breach of the limited warranty will be to return the GIS Product within sixty (60) days of receipt.
  - b. The County of San Joaquin shall, at its discretion, retain the GIS Product returned because of physical defect and refund the fee for the GIS Product, or replace the GIS Product, or repair the GIS Product and return it to the applicant.