



By using the data provided by Oswego County, the user acknowledges and agrees to all provisions in this document.

I. AREA OF COVERAGE AND PRODUCT (S)

This agreement is for the use of Geographic Information System (GIS) data and map products for Oswego County, New York.

A. Software Requirements

The data contained on this CD was created with ArcGIS 10.3.1 GIS software. This software is licensed from Environmental Systems Research Institute (ESRI) by Oswego County. It is necessary for users of this data to possess GIS software in order to view the data contained on this CD. Oswego County does **not** provide the GIS software. Oswego County only provides the GIS data. It is the responsibility of the user to obtain the GIS software to view the GIS data.

B. Data

The tax parcel GIS dataset is delivered in a Geodatabase data format. The County is delivered as a whole. Metadata is included with this Geodatabase. The Geodatabase files were developed for use only in ArcGIS 10.3.1 software. Oswego County does not guarantee the data will work with any previous version of ArcGIS software or any other third party GIS software application. As a courtesy to users with older version of ArcGIS software, Oswego County does provide one tax parcel polygon shapefile covering the entire County. All data is in the State Plane New York Central, NAD 83, Foot coordinate system.

II. DISCLAIMER

Oswego County makes no representations or warranties as to the accuracy or reliability of any information, resources or data provided, produced, compiled or otherwise utilized by any person, corporation or entity for any purpose whatsoever whether contemplated or un contemplated at the time the information, resources or data was provided by Oswego County. The user or any third party may not rely upon the accuracy or reliability of such information, resources or data. Any user or third party assumes all risks and liability in the utilization of any information, resources or data.

III. USE

A. Permitted Uses by the User:

1. The User may make internal copies of the Product solely for the purpose of supporting the User in its business activity;
2. The User may make hard copies of the Product solely for the purpose of supporting the User in its business activity. This shall not restrict the User from making hard copies for public and noncommercial use. All hard copy distributions must contain the disclaimer found under Section II of this document.

B. Restrictions On Use

1. Unauthorized use. The User shall not sell, loan, rent, assign, distribute or otherwise transfer the Product in any digital form or format including, but not limited to, networks, timesharing, or multiple CPU arrangements.
2. Copies. The User shall not duplicate the Product in digital format except as provided by this Agreement. The User may translate the Product into other digital formats. These "conversions" shall be subject to the same restrictions as the Product under this Agreement.

C. Remedy for Defects

1. User's sole and exclusive remedy for defective delivery of media will be to return the Product within 30 days of receipt.

2. The County shall, at its discretion, retain the returned Product and refund the fee for the Product, or replace the Product, or repair the Product and return it to the User.

IV. ASSIGNMENT AND TRANSFER

User shall not lease, sell, distribute, make, or transfer the Product or engage in any other transaction which has the effect of transferring the right of use or part of the Product without prior consent of the County.

V. TERM

A. The term of this agreement shall not be restricted to time.

B. The term of the agreement shall expire at such time the User fails to comply with any of the terms and conditions provided herein at which time the license to use the data shall be revoked. The County shall revoke the license to use the data by giving written notice of such revocation to the User.

VI. TERMINATION

Upon termination the User shall return all copies of the Product to the County or destroy all copies, in part and in whole, as directed by the County.

VII. PAYMENT

Initial payment of fees, if applicable, shall be made prior to using the data contained on this CD. The fees are set by the County in its sole discretion.

Please thoroughly read and then sign and return this **Data User Agreement** to Oswego County to ensure timely delivery of your requested data.

Sign: _____

Print: _____

Date: _____