Data license agreement

Important:

Read carefully before downloading the media.

Environmental Systems Research Institute, Inc. (Esri), is willing to license the enclosed data and related materials to you only upon the condition that you accept all of the terms and conditions contained in this license agreement. Please read the terms and conditions carefully before downloading the media. By downloading the media, you are indicating your acceptance of the Esri License Agreement. If you do not agree to the terms and conditions as stated, then Esri is unwilling to license the data and related materials to you.

Esri License Agreement

This is a license agreement, and not an agreement for sale, between you (Licensee) and Environmental Systems Research Institute, Inc. (Esri). This Esri License Agreement (Agreement) gives Licensee certain limited rights to use the data and related materials (Data and Related Materials). All rights not specifically granted in this Agreement are reserved to Esri and its Licensors.

Reservation of Ownership and Grant of License:

Esri and its Licensors retain exclusive rights, title, and ownership to the copy of the Data and Related Materials licensed under this Agreement and, hereby, grant to Licensee a personal, nonexclusive, nontransferable, royalty-free, worldwide license to use the Data and Related Materials based on the terms and conditions of this Agreement. Licensee agrees to use reasonable effort to protect the Data and Related Materials from unauthorized use, reproduction, distribution, or publication.

Proprietary Rights and Copyright:

Licensee acknowledges that the Data and Related Materials are proprietary and confidential property of Esri and its Licensors and are protected by United States copyright laws and applicable international copyright treaties and/or conventions.

Permitted Uses:

Licensee may install the Data and Related Materials onto permanent storage device(s) for Licensee's own internal use.

Licensee may internally use the Data and Related Materials provided by Esri for the stated purpose of GIS training and education.

Uses Not Permitted:

Licensee shall not sell, rent, lease, sublicense, lend, assign, time-share, or transfer, in whole or in part, or provide unlicensed Third Parties access to the Data and Related Materials or portions of the Data and Related Materials, any updates, or Licensee's rights under this Agreement.

Licensee shall not remove or obscure any copyright or trademark notices of Esri or its Licensors.

Term and Termination:

The license granted to Licensee by this Agreement shall commence upon the acceptance of this Agreement and shall continue until such time that Licensee elects in writing to discontinue use of the Data or Related Materials and terminates this Agreement. The Agreement shall automatically terminate without notice if Licensee fails to comply with any provision of this Agreement. Licensee shall then return to Esri the Data and Related Materials. The parties hereby agree that all provisions that operate to protect the rights of Esri and its Licensors shall remain in force should breach occur.

Disclaimer of Warranty:

The Data and Related Materials contained herein are provided "as-is," without warranty of any kind, either express or implied, including, but not limited to, the implied warranties of merchantability, fitness for a particular purpose, or noninfringement. Esri does not warrant that the Data and Related Materials will meet Licensee's needs or expectations, that the use of the Data and Related Materials will be uninterrupted, or that all nonconformities, defects, or errors can or will be corrected. Esri is not inviting reliance on the Data or Related Materials for commercial planning or analysis purposes, and Licensee should always check actual data.

Data Disclaimer:

The Data used herein has been derived from actual spatial or tabular information. In some cases, Esri has manipulated and applied certain assumptions, analyses, and opinions to the Data solely for educational training purposes. Assumptions, analyses, opinions applied, and actual outcomes may vary. Again, Esri is not inviting reliance on this Data, and the Licensee should always verify actual Data and exercise their own professional judgment when interpreting any outcomes.

Limitation of Liability:

Esri shall not be liable for direct, indirect, special, incidental, or consequential damages related to Licensee's use of the Data and Related Materials, even if Esri is advised of the possibility of such damage.

No Implied Waivers:

No failure or delay by Esri or its Licensors in enforcing any right or remedy under this Agreement shall be construed as a waiver of any future or other exercise of such right or remedy by Esri or its Licensors.

Order for Precedence:

Any conflict between the terms of this Agreement and any FAR, DFAR, purchase order, or other terms shall be resolved in favor of the terms expressed in this Agreement, subject to the government's minimum rights unless agreed otherwise.

Export Regulation:

Licensee acknowledges that this Agreement and the performance thereof are subject to compliance with any and all applicable United States laws, regulations, or orders relating to the export of data thereto. Licensee agrees to comply with all laws, regulations, and orders of the United States in regard to any export of such technical data.

Severability:

If any provision(s) of this Agreement shall be held to be invalid, illegal, or unenforceable by a court or other tribunal of competent jurisdiction, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

Governing Law:

This Agreement, entered into in the County of San Bernardino, shall be construed and enforced in accordance with and be governed by the laws of the United States of America and the State of California without reference to conflict of laws principles. The parties hereby consent to the personal jurisdiction of the courts of this county and waive their rights to change venue.

Entire Agreement:

The parties agree that this Agreement constitutes the sole and entire agreement of the parties as to the matter set forth herein and supersedes any previous agreements, understandings, and arrangements between the parties relating hereto.