

## TERMS OF USE – USAGE OF UNIVERSAL CITY DATA

### I. INTRODUCTION

As a convenience to potential users, the City of Universal City, Texas (“City”) makes a variety of datasets (“Data”) available. Your use of the Data is subject to these Terms of Use, which constitute a legal agreement between You and the City of Universal City (“City”). This legal agreement is referred to as the “Terms of Use.”

### II. ACCEPTING THE TERMS OF USE

A. Means of Acceptance. Your acceptance and use of the Data constitutes acceptance of these Terms of Use. Your use of the Data or any Derivative Work, indicates you understand and agree that the City will treat your use of the Data or a Derivative Work as an acceptance of the Terms of Use from that point forward.

B. Authority to Accept. You represent that you have full capacity and authority to accept these Terms of Use. If you are accepting on behalf of your employer or another entity, you represent that you have full authority to bind your employer or other such entity to the Terms of Use.

### III. DEFINITIONS

“Data” means any of the Data that is available from the City of Universal City and includes any updates to that Data.

“Derivative Work” means a work that is based in any way or to any extent on the Data including without limitation any work that uses any of the Data in a modified form.

“You” or “Your” refers to any individual or entity that seeks to use the Data.

### IV. CITY’S INTELLECTUAL PROPERTY RIGHTS NOT AFFECTED

The City asserts its right to protect any patent, copyright, or other intellectual property in any of its Data. These Terms of Use do not grant you any title or right to any patent, copyright, or other such intellectual property rights that the City or others may have in the Data.

## V. EXCLUSION OF WARRANTIES

A. The Data contains information and data compiled and processed by the City and third parties. The City makes no representation or warranty that the information contained in the Data is accurate, true, or correct. Your use of the Data indicates you understand and agree that the information therein is subject to error and cannot be relied upon without verification or site inspection.

B. You understand and agree that Your use of the Data is at Your sole risk. The Data was not produced under the supervision of a licensed and registered professional land surveyor based upon measurements taken on-the-ground. The Data are for informational purposes and may not have been prepared for or be suitable for legal, engineering or surveying purposes. They do not represent an on-the-ground survey and represent only the approximate relative location of property boundaries. The Data is made available on an "as is" and "as available" basis without any warranties of any kind, whether express or implied, including without limitation implied warranties of merchantability, fitness for a particular use, and non-infringement. Should there be an error, inaccuracy, or other defect in the Data, You assume the full cost of correcting any such error, inaccuracy, or defect.

C. No advice or information, whether oral or written, obtained by You from the City or through or from the Data will create any warranty not expressly stated in these Terms of Use.

## VI. CONFIDENTIALITY

The City uses methods to protect individual privacy, such as through the removal or obfuscation of personally identifiable information ("PII") or location data. You hereby understand and agree that You will not take any measures to re-identify the Data or contact individuals whose information is represented by the Data. You shall not combine the Data with data from any other datasets for the purpose of re-identification. In the event that the Data is re-identified, and you become aware of such an event, You are responsible for ensuring that any PII is immediately destroyed and that no PII is disclosed to any other individual or entity, and You shall promptly notify the City of such re-identification and provide proof to the City of the destruction of any PII.

## VII. LIMITATION OF LIABILITY AND INDEMNITY

A. In no event shall the City be liable for any direct, indirect, incidental, consequential or special damages (including without limitation, loss of use, time or data, inconvenience, commercial loss, lost profits, or savings, or the cost of computer equipment and software), to the full extent that such may be disclaimed by law, or for any claim against You by any third party. In no event shall the City be liable for any claim, including claims by third parties, for loss or damages arising from erroneous Data or information contained in the Data

B. To the fullest extent permitted by law, You shall indemnify and hold harmless the City, from any claim, loss, damage, injury or liability of any kind, nature and description (including, without limitation, incidental and consequential damages, court costs, attorney's fees and costs of investigation), that arise directly or indirectly, in whole or in part, from Your use of the Data, including without limitation Your use of the Data in a Derivative Work. In addition to Your obligation to indemnify the City, You specifically acknowledge and agree that You have an immediate and independent obligation to defend the City from any claim which actually or potentially falls within this indemnification provision, even if the allegations are or may be groundless, false, or fraudulent, which obligation arises at the time such claim is tendered to You by the City and continues at all times thereafter.

## VIII. ACCEPTANCE OF OTHER CONDITIONS

For some of the data, there may be other terms and conditions that are stated when the City submits copies of that data to You.

## IX. CREATIVE COMMONS ATTRIBUTION 4.0 INTERNATIONAL PUBLIC LICENSE

Except where otherwise stated, in a readme.txt file packaged with some of the Data, Data is made available under the Creative Commons Attribution 4.0. International Public License whose full text can be found at: <https://creativecommons.org/licenses/by/4.0/legalcode>

## X. GENERAL PROVISIONS

A. These Terms of Use shall be governed by and interpreted under the laws of the State of Texas, without regard to conflict of laws provisions. Any dispute arising out of these Terms of Use shall be subject to the exclusive venue of the state and federal courts of Texas, and You and the City consent to the venue and jurisdiction of such courts.

B. No modification to these Terms of Use, nor any waiver of any rights, shall be effective except by an instrument in writing signed by You and the City of Universal City and the waiver of any breach or default shall not constitute a waiver of any other right hereunder or any subsequent breach or default.

C. These Terms of Use contain the entire agreement and understanding between You and the City with respect to the subject matter hereof and completely replace and supersede all prior agreements, understanding, and representations. In no event will any additional terms or conditions be effective unless expressly accepted by the City in writing.

D. These Terms of Use shall be binding on the heirs, successors, assigns, and trustees of the User.

#### XI. RELATIONSHIP OF PARTIES

The User shall not represent, portray, or otherwise hold itself out, either directly, indirectly, or by innuendo to the general public as an agent, partner, or representative of the City of Universal City in any manner whatsoever, and further acknowledges this Agreement shall not be deemed to create any agency or partnership relationship between the parties whatsoever.

#### XII. SEVERABILITY OF PROVISIONS

If any clause or provision of this Terms of Use is held invalid, illegal or unenforceable under present or future federal, state or local laws, then and in that event it is the intention of the City that such invalidity, illegality or unenforceability shall not affect any other clause or provision hereof and that the remainder of these Terms of Use shall be construed as if such invalid, illegal or unenforceable clause or provision was never contained herein.

#### XIII. MODIFICATION

A. The City may modify these Terms of Use by posting notice on the City's website. Any modification is effective upon posting, unless otherwise indicated.

B. By Your use of the Data you agree that, if the City does not exercise or enforce any legal right or remedy contained in these Terms of Use (or that the City has the benefit of under any applicable law), this will not be taken to be a formal waiver of the City's rights and that those rights or remedies will still be available to the City. Any waiver of any provision of these Terms of Use will be effective only if the City expressly states in a signed separate instrument in writing that it is waiving a specified provision.