

**LINCOLN COUNTY**  
**ELECTRONIC & DIGITAL DATA - CONDITIONS OF USE**

**Description of Data/Files**

**To Be Provided**

Autodesk Civil3D data for GPS Grade Control

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- A. The electronic/digital data covered by this Request was prepared by Lincoln County as an internal working document for its purposes solely and is being provided to the Prime Contractor on an “AS IS” basis without any warranties of any kind, including, but not limited to implied warranties of fitness for any purpose. As such, the Prime Contractor is advised and acknowledges that the information may not be suitable for the Prime Contractor’s application or may require substantial modification and independent verification by the Prime Contractor. Information may include intentional or unintentional inaccuracies, approximations, graphical simplifications, undocumented intermediate revisions and other devices that may affect subsequent reuse.
- B. The electronic/digital data may not accurately reflect the printed products (also known as Hard Copies) that are signed by the Lincoln County Engineer. In the case of conflicts between the signed documents and electronic/digital data, the Hard Copies shall control. Files in electronic/digital media format of text, data, graphics, or of other types that are provided by Lincoln County to the Prime Contractor are only for convenience of the Prime Contractor. Any conclusion or information obtained or derived from such electronic/digital data will be at the Prime Contractor’s sole risk and the Prime Contractor waives any claims against Lincoln County arising from use of electronic/digital data.
- C. The Prime Contractor shall indemnify and hold harmless Lincoln County from all claims, damages, losses, and expenses, including attorneys’ fees and defense costs arising out of or resulting from the Prime Contractor’s use, adaptation or distribution of any electronic/digital data provided under this Request.
- D. All documents provided in electronic/digital format are instruments of service and, unless otherwise specifically identified in the Contract between the Prime Contractor and Lincoln County, are not Contract Documents. Lincoln County shall retain all ownership, copyrights and property interests therein. Nothing herein shall be deemed to be a transfer of the ownership rights of Lincoln County to the Prime Contractor rights regarding any information shall be limited to those explicitly described in this Request.
- E. Although Lincoln County may advise the Prime Contractor of known errors or required updates in electronic/digital data provided to the Prime Contractor upon discovery by Lincoln County or notice to Lincoln County of such conditions, the Prime Contractor agrees that Lincoln County is under no obligation to notify the Prime Contractor or correct, revise, update or otherwise maintain any electronic/digital data provided to the Prime Contractor, nor shall the Prime Contractor be entitled to make any claim for extra compensation or other consideration on account of using such data.

- F. The Prime Contractor agrees not to sell, copy, transfer, give away or otherwise distribute this information (in source or modified file format) to any third party without the direct written authorization of Lincoln County, unless such distribution is specifically identified in this request and is limited to the Prime Contractor's subcontractors. The Prime Contractor warrants that subsequent use by the Prime Contractor's subcontractors shall comply with all terms of this Request.
  
- G. Provision of this information does not include any license of software or other systems necessary to read, use or reproduce the information. The Prime Contractor assumes all responsibility to obtain any necessary software and appropriate licenses to utilize the information in any format or application.