

**ALAMEDA COUNTY PUBLIC WORKS AGENCY (ACPWA)  
DISCLAIMER OF LIABILITY AND WARRANTIES**

User acknowledges that the data described below is furnished by Alameda County Public Works Agency (ACPWA) solely as an accommodation to User, and, therefore, agrees as follows:

User recognizes that electronic files can be readily corrupted or altered by storage conditions, viruses, or users beyond the control of ACPWA and that the usefulness, accuracy, and integrity of electronic files are dependent upon the software used to access or utilize the data contained in the file(s). In addition, User understands and agrees that it is quite possible that errors and omissions will occur in data input and/or computer programming done by ACPWA to provide the data in the form desired, and User further understands and agrees that it is highly probable that errors and omissions will occur in any recordkeeping process, especially when large numbers of records are developed and maintained, and that the data may not meet User's standards as to accuracy or completeness. Notwithstanding the foregoing, User agrees to accept the data "as-is," fully expecting that there may well be errors and omissions in the data obtained from ACPWA.

User further understands and agrees that ACPWA makes absolutely no warranty whatsoever, whether expressed or implied, as to the accuracy, thoroughness, value, quality, validity, suitability, condition, or fitness for a particular purpose of the data or any programming used to obtain the data, nor as to whether the data is error-free, up-to-date, complete, or based on accurate or meaningful facts.

User further understands and agrees that, to the extent permitted by law, it forever waives any and all rights, claims, causes of action, or other recourse that it might otherwise have against ACPWA for any injury or damage of any type, whether direct, indirect, incidental, consequential or otherwise, resulting from any error or omission in data or in any programming used to obtain the data, or in any manner arising out of or related to the data provided. User agrees that, to the extent permitted by law, ACPWA shall not be liable to user for any liability, claim, loss, damage, injury or expense of any kind caused or alleged to be caused, directly or indirectly, by the inadequacy of any of the transmitted data or any other deficiency of the systems, by any delay or failure to provide any service, or by any other interruption, disruption, or loss of User operations.

User further agrees that the above file was neither requested nor produced under the Public Records Act, and that nothing in this Agreement shall be construed to give any rights or benefits to anyone other than ACPWA and User.

**ALAMEDA COUNTY PUBLIC WORKS AGENCY  
THIRD PARTY USE OF DATA: DATA RECIPIENT'S INDEMNIFICATION**

DATA RECIPIENT is/are person(s) using the data described below and is/are authorized representative(s) of the company using the data.

DATA RECIPIENT acknowledges that the data described below is furnished by Alameda County Public Works Agency (ACPWA) solely as an accommodation to DATA RECIPIENT, and, therefore, agrees as follows:

DATA RECIPIENT agrees that it will not use the data received from ACPWA for any use other than in connection with performing work for ACPWA, or for such other use as expressly authorized by ACPWA. DATA recipient also agrees that the use of the data in activities that could be construed as practice of Civil Engineering or Land Surveying as defined by the Professional Engineers Act, or the Professional Land Surveyors Act, Business and Professions Code, State of California, shall be done under the supervision of a licensed Civil Engineer/Surveyor as defined in the Business and Professions Code, State of California.

DATA RECIPIENT agrees that, except as required by legal process, it will provide no copy (or partial copy) of any such data to any other entity, business, or individual without: 1) obtaining advance written permission of ACPWA; 2) disclosing that the copy (or partial copy) of the data is obtained from ACPWA records; and 3) including a complete copy of the Alameda County Public Works Agency Disclaimer of Liability and Warranties and this indemnification with the copy (or partial copy) of the data. At the point the data is no longer required for use by the DATA RECIPIENT, the data shall be destroyed.

To the extent permitted by law, DATA RECIPIENT hereby agrees to defend, save, hold harmless, and indemnify ACPWA and its officers, employees, and agents against claims by anyone for any loss, injury, damage, risk, cause of action, or liability of any type (including legal fees) occurring to DATA RECIPIENT or any other person, relating to or arising out of the receipt or use of this data, or which may be alleged to have been caused, either directly or indirectly, by the acts, conduct, omissions, negligence or lack of good faith of ACPWA, its officers, agents, or employees in any way related to or arising out of the use of this data.

**Description of data:** Strobridge Avenue Extension Project - LIDAR DATA

By using this data as described above, DATA RECIPIENT accepts and agrees to all the terms described above.