



DATABASE ACCESS AGREEMENT

This is a data base access Agreement between **Burnet County**, referred to in this Agreement as "County", and **Zillow Group**, referred to in this Agreement as "Customer".

RECITALS

County has established databases that are available for access by its customers pursuant to the terms and conditions of this Agreement.

Customer desires to obtain access to certain County databases.

Therefore, in consideration of the promises made in this Agreement, County and Customer agree as follows:

ACCESS TO DATABASES

1. When County accepts and the parties execute this Agreement, during the term of this Agreement Customer shall be entitled to access County's databases specified in the Agreement from the date of this agreement, subject to the other terms and conditions stated in this Agreement.

TERM

2. This Agreement shall take effect on the date of its acceptance by County and shall continue in effect until terminated by either party on thirty (30) days prior written notice to the other party, except as otherwise provided in this Agreement.

CONTENTS OF DATABASE

3. Customer shall have access to the Official Public Records of Burnet County for the purpose of viewing and making copies of the records.

RESTRICTIONS OF USE OF DATABASES

4. (a) Customer specifically agrees to comply with all copyright and any other proprietary notices on reproducing each database and all other materials provided by County under this Agreement in the form provided. Customer also agrees to assume sole responsibility for compliance with all copyright notices by any user of the password supplied to Customer pursuant to this Agreement.

Customer shall use the databases and any information obtained from the databases solely for its internal purposes. For clarity, the preceding sentence does not restrict the Customer from using and distributing data extracted from the database in its business services without reproducing proprietary notices. Customer shall not access databases for the benefit of third parties or provide database information other than extracted data to third parties.

RESPONSIBILITIES

1. Customer will be responsible for providing FTP client.

CHARGES

7. (a) Customer shall pay an annual fixed fee of \$675.00.
(b) All charges shall be invoiced to and paid by Customer on a semi annual or annual basis, depending on Customers desires. Payment shall be due immediately upon receipt of the invoice by Customer.

LIABILITY FOR FAILURES OR DELAYS

8. Customer agrees that County shall not be liable for any delays or failures in performance or for any interruption of County's service arising from any cause or circumstance beyond its reasonable control and further agrees to indemnify and hold County harmless from any loss or claims or loss of arising out of the use of County's service or any materials provided under this Agreement.

WARRANTY DISCLAIMER

9. COUNTY MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND WITH RESPECT TO SERVICES OR DATA MADE AVAILABLE BY PROVIDER, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY. COUNTY ASSUMES NO RESPONSIBILITY WITH RESPECT TO ANY USE OF ANY OF THE SERVICES OR DATABASES MADE AVAILABLE BY COUNTY. CUSTOMER AGREES COUNTY SHALL NOT BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE, OR CONSEQUENTIAL DAMAGES OR FOR THE LOSS OF PROFIT, REVENUE, OR DATA ARISING OUT OF THE SUBJECT MATTER OF THIS AGREEMENT.

ASSIGNMENT

10. Customer agrees that this Agreement shall not be assigned or transferred and that any attempt on its part to assign or transfer this Agreement or any of its rights or obligations under this Agreement shall be null and void. Customer further agrees that County may assign payments due under this Agreement with prior permission or approval of Customer

GOVERNING LAW

11. This Agreement shall be construed under and be governed by the laws of the State of Texas.
12. County retains all ownership and rights to Aumentum for Official Public Records/Thomson Reuters.

ENTIRE AGREEMENT

13. This Agreement, including all attachments, constitutes the entire agreement of the parties.

Executed in Burnet County, Texas on _____, 2018

COUNTY:

BURNET COUNTY

By

Janet Parker
Janet Parker
Burnet County Clerk

Zillow Group

By

Susan Noto 5-21-18
Susan Noto
Source Acquisition Manager