

HousingLink DATA USE AGREEMENT

- 1. Scope and use of data Data provided by HousingLink will be used for research purposes only.

 Data may be shared in aggregate form, or by way of statistics generated from the report and underlying data. In addition, maps may be created based on report data; however, any user of this data agrees to obtain prior written consent from HousingLink regarding any public-facing mapping project that would represent data at an individual address level or otherwise publically identify an individual property.
- 2. <u>Conditions of use agreement</u> Use of HousingLink data is subject to the acceptance of the following conditions:
 - The User agrees to utilize the data solely for the purposes described above.
 - The User agrees to ensure that all employees, contractors and individuals accessing data through the user will abide by the terms of this agreement.
 - Data provided will not be sold or redistributed to others without the specific prior written permission of HousingLink.
 - Users are prohibited from using the data in the pursuit of any income-generating venture either privately, or under the auspices of a corporation or public institution.
 - The usage rights for these data do not expire, however, HousingLink may revoke and terminate usage rights with written notice to the User if HousingLink determines in its sole discretion that the use is in violation of this Agreement or the use is detrimental to the reputation or operation of HousingLink. The User is encouraged to contact HousingLink for updated versions of the data as necessary. HousingLink may seek injunctive relief in addition to any other remedies.
 - The User will cite HousingLink as the data source in all publications or material resulting from use of the data.
 - Extensive efforts are made to ensure that the data is accurate and up-to-date, however HousingLink is not responsible for any errors that may exist in the data provided. Furthermore, the User assumes all responsibility and indemnifies HousingLink against third party claims for errors in analysis or judgment resulting from the use of the data.
 - User agrees to notify HousingLink upon discovery of any significant error(s) in the data provided.
 - HousingLink urges the User to be proactive in contacting HousingLink regarding questions about the data and its meaning.
 - This agreement may not be amended except by written agreement signed by authorized representatives of both parties.
 - In the event litigation is necessary to enforce the terms of this Agreement, the prevailing
 party shall be entitled to the reimbursement of costs of enforcement including reasonable
 attorney's fees against the non-prevailing party.

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