

## **Shelter Animals Count – Data Use Policy**

In the spirit of the Shelter Animals Count (“SAC”) mission statement, *“to create, share and steward the national database of sheltered animals that provides facts and enables insights to save lives”*, the SAC Board of Directors has established the following **Data Use Policy** to ensure we can both share the national database and be good stewards of the data and its use.

- It is the responsibility of those requesting access to this data to take the time to fully understand the limitations of the dataset (i.e. the data may be incomplete for a particular period of time, community data may not represent the bulk of animal intakes in that community, etc.).
- Data alone is not a complete representation of the work of an organization. To truly understand the impact and value of an organization you must seek out context for the numbers and explore the work and impact of an organization beyond the numbers.
- Shelter Animals Count has adopted a purposefully positive view of the efforts and intentions of individuals and agencies in animal welfare and control. As a result, those requesting access to this data must, in the context of the use of this data, treat the member organizations of the national database with respect, regardless of their personal opinions. As such this data may not be used as justification for vilifying the work of individuals or organizations.
- Individuals, institutions or others seeking to utilize the database by downloading data must adhere to this **Data Use Policy** and agree to the **Data Use Agreement**.
- SAC reserves the right to limit or deny access to the database or downloads, with or without stated cause, at any time.

## **Shelter Animals Count – Data Use Agreement**

This Data Use Agreement (“Agreement”) is between you the user of the data (“Recipient”) and Shelter Animals Count (“SAC”). By downloading the data made available on this website (“Data”) Recipient agrees to be bound by the terms and conditions of this Agreement.

**Term and Termination.** This Agreement will remain in full force and effect until terminated as set forth herein. This Agreement will terminate (1) automatically without notice from SAC if Recipient fails to comply with the provisions of the Data Use Policy or Data Use Agreement, or (2) immediately upon written notice by either Recipient or SAC to the other. Upon termination of this agreement, Recipient agrees to destroy all copies of any Data, in any and all media, in Recipient’s custody or control. Recipient must agree to the Data Use Policy and Agreement for each requested Dataset Export.

**Use of Data.** SAC hereby grants to the Recipient a non-exclusive, revocable, limited, non-transferable license to use the Data solely for (1) research, reporting, scholarly or academic purposes, or (2)

Recipient's internal, non-commercial use. Recipient shall not disclose any Data except as permitted by this Agreement and subject to the following restrictions:

- Data that does not identify any person or individual animal may be included in scholarly, research or academic publications or for the purposes of news reporting ("Publication")
- Publication may include only aggregated or summarized Data, and shall not include the complete or original data set
- No Publication may disparage or otherwise portray in a negative light SAC or any contributor to the Data
- Each Publication shall include an acknowledgement of "Shelter Animals Count" as the source of the Data and include the following legend:

*"The information contained herein was derived from data supplied by Shelter Animals Count. Shelter Animals Count specifically disclaims all responsibility for any analysis, interpretations, conclusions and opinions contained in the information presented."*
- Recipient shall promptly notify SAC of any Use or Publication and provide the appropriate citation or location of such Use or Publication.

Except as set forth herein, Recipient may not (i) reproduce, sell, rent, lease, loan, distribute or sublicense or otherwise transfer any Data, in whole or in part, to any other party, (ii) use the Data to create any derived product for resale, lease or license, or (iii) use the Data for any commercial purpose. Recipient shall take all reasonable measures to prevent the disclosure of the Data except as set forth in this Agreement or as may be required by law.

SAC has taken measures to ensure that the Data is devoid of information that could be used to identify individual animals or persons. If Recipient discovers any individual identifying Information in the Data, Recipient shall immediately notify SAC and delete such identifying information.

**SAC Representations and Warranties.** SAC REPRESENTS THAT IT HAS ALL RIGHTS REQUIRED TO MAKE AVAILABLE AND DISTRIBUTE THE DATA. EXCEPT FOR SUCH REPRESENTATION, THE DATA IS PROVIDED "AS IS" AND "AS AVAILABLE" AND WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES IMPLIED BY ANY COURSE OF PERFORMANCE OR USAGE OF TRADE, ALL OF WHICH ARE EXPRESSLY DISCLAIMED. WITHOUT LIMITING THE FOREGOING, SAC DOES NOT WARRANT THAT: (A) THE DATA IS ACCURATE, COMPLETE, RELIABLE OR CORRECT; (B) THE DATA WILL BE AVAILABLE AT ANY PARTICULAR TIME OR LOCATION; (C) ANY DEFECTS OR ERRORS WILL BE CORRECTED; (E) THE DATA IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS; OR (D) THE RESULTS OF USING THE DATA WILL MEET RECIPIENTS REQUIREMENTS. RECIPIENT'S USE OF THE DATA IS SOLELY AT RECIPIENT'S OWN RISK.

**Recipient's Representations.** Recipient is in compliance with all applicable local, state, tribal and federal laws, regulations and other requirements to which Recipient is subject.

**Limitation of Liability.** IN NO EVENT SHALL SAC BE LIABLE TO RECIPIENT OR ANY THIRD-PARTY, UNDER CONTRACT, TORT, STRICT LIABILITY, NEGLIGENCE OR ANY OTHER LEGAL THEORY WITH RESPECT TO THE DATA FOR ANY (A) DIRECT DAMAGES, OR (B) LOST PROFITS OR SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER, INCLUDING WITHOUT LIMITATION DAMAGES FOR THE INABILITY TO USE EQUIPMENT OR ACCESS DATA, LOSS OF BUSINESS, LOSS OF REVENUE OR PROFITS, BUSINESS INTERRUPTIONS, LOSS OF INFORMATION OR DATA, OR OTHER FINANCIAL LOSS, ARISING OUT OF THE USE OF, OR INABILITY TO USE, THE DATA, EVEN IF SAC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

**Indemnification.** Recipient shall defend, indemnify and hold harmless SAC, including its respective affiliates, directors, officers, managers, employees, representatives, agents, assigns and successors, for, from and against all costs, claims, losses, liabilities, property damage, bodily injury or death, or intellectual property infringement (including reasonable attorneys' fees and expenses), incident to or arising out of Recipient's: (a) breach of this Agreement; (b) infringement of any third-party intellectual property right; (c) violation of applicable law; and (d) use of the Data and any Publication.

**Equitable Relief.** Recipient recognizes and acknowledges that a breach of this Agreement will cause SAC irreparable damage which cannot be readily remedied in monetary damages in an action at law. In the event of any default or breach by Recipient that could result in irreparable harm to SAC, SAC shall be entitled to immediate injunctive relief to prevent such irreparable harm, in addition to any other remedies available.

**Miscellaneous.** SAC may assign, transfer or delegate any of its rights and obligations hereunder without consent. Recipient will not assign or sublicense, in whole or in part, any of its rights or obligations under this Agreement without the prior written consent of SAC.

No agency, partnership, joint venture, or employment relationship is created as a result of the Agreement and neither party has any authority of any kind to bind the other in any respect outside of the terms described within this Agreement.

This Agreement represents the entire agreement between Recipient and SAC with respect to the Data and supersedes all prior or contemporaneous communications and proposals (whether oral, written or electronic). If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that the Agreement will otherwise remain in full force and effect and enforceable. The failure of either party to insist upon the performance of any term or provision of this Agreement or to exercise any right herein conferred shall

not be construed as a waiver or relinquishment to any extent of such party's right to assert or rely upon any such term or right on any future occasion. This Agreement shall not be construed for or against any Party on the basis of which Party drafted this Agreement, and each Party had the opportunity to review this Agreement with their respective legal counsel to the Party's satisfaction.

All provisions that logically ought to survive termination shall survive of this Agreement, including without limitation any limitation on liability and indemnity provisions.

SAC may modify the terms of this Agreement at any time. However, any modifications to this Agreement will only be effective for downloads subsequent to such modification. No modifications will supersede any previous terms that were in effect at the time of the Recipient's download.

Notices shall be deemed served when received by addressee or, if delivery fails by reason of some fault or action of the addressee, when tendered for delivery. All notices shall be in writing, reference this Agreement, and be delivered by electronic mail, hand, prepaid courier, or registered or certified mail (postage prepaid) to the address provided at the time the parties enter into this Agreement.

This Agreement shall be governed by and construed in accordance with the laws of the United States of America and the District of Columbia, excluding choice of law provisions. Recipient expressly agrees the exclusive jurisdiction for any claim or action arising out of or relating to this Agreement shall be in the state or federal courts located in the District of Columbia, and further agrees and submit to the exercise of personal jurisdiction of those courts for the purpose of litigating any such claim or action. In any action or proceeding to enforce rights under the Agreement, the prevailing party will be entitled to recover costs and attorneys' fees.

*Approved by the Shelter Animals Count Board of Directors March 28, 2018*