



RECORDER'S OFFICE DIGITAL SERVICES SUBSCRIPTION

CUSTOMER/SUBSCRIBER AGREEMENTS AND UNDERSTANDING

- Subscriber understands that their selected Subscription Data Package purchase provides full access (except as noted below) to all Recorder Office data on the Darwin system.
 - Daily access will be for 24 hours from time of purchase or 500 data units, whichever comes first.
 - Data Package subscription will endure until the data units purchased have been used. There is no expiration date on data units purchased via package.
- Subscription purchases specifically EXCLUDE information that is considered private, protected, controlled, or otherwise confidential by any ordinance, policy, regulation, or applicable State or Federal statute.
- Data viewed via paid subscription is for informational purposes only and is not an official or certified record of the Recorder. Furthermore, this information is subject to change without notice and not meant for any official purpose. Recorder data are a constant work in progress, subject to error, omission, and future modification.
- Subscriber understands that a paid subscription provides a non-exclusive, non-transferable, limited, and revocable right to the data contained in the Darwin system. This includes the right to quote records in memoranda and distribute extracted data in derivative work products created by Subscriber.
- Recorder does not guarantee or warrant the accuracy, completeness, timeliness, or indexing of the records. All information provided by Recorder through these services is provided "as is" with no warranties, express or implied, including, but not limited to the implied warranty of fitness for a particular purpose.
- The Data Services system utilized by the Salt Lake County Recorder may occasionally be unavailable for updating and maintenance, or due to other issues. The Recorder assumes no responsibility for system downtime and will work to restore full functionality as quickly as possible in every instance. Subscriber releases Recorder from any responsibility for images or information lost due to internet or user system failure.
- Subscriber will not attempt to hack, reverse engineer, break into, or compromise the Recorder's Data Services website or Darwin system, nor will Subscriber enhance or alter public records access or attempt to do so.

INTELLECTUAL PROPERTY RIGHTS

Subscriber understands that the digital database and all data generated by the Recorder are protected, as intellectual property of the Recorder, under the copyright laws of the United States. Further, Subscriber is strictly forbidden, without the prior written authorization of the Recorder, to make any further distribution, or reproduction, of the Recorder's intellectual property in any form or by any electronic or mechanical means, including the use of information storage and retrieval systems. Subscriber additionally acknowledges and agrees that the Recorder's intellectual property is not assigned or released by the Recorder and that all the Recorder's right, title, and interest in and to its intellectual property and any license of the Recorder's intellectual property to Subscriber is expressly limited as set forth herein. Subscriber may not claim any intellectual property right(s) to documents acquired from the Recorder's digital database.

GOVERNMENTAL IMMUNITY

Salt Lake County and the Salt Lake County Recorder's Office is a body corporate and politic of the State of Utah, subject to the Governmental Immunity Act of Utah (the "Act"), Utah Code Ann. §§ 638-7-101 to -904. The Recorder shall only be liable for injuries or damages within the parameters of the Governmental Immunity Act. Nothing contained in these subscription services shall be construed in any way to modify the limits of liability set forth in the Act or as the basis for liability as established in the Act.