

## Agreement for the Use and Access of Data

User agrees to the terms and conditions of connection set forth below and as set forth on NYSNet as a prerequisite to connection, and User further agrees that the information available and access to this network is offered as a public service and is subject to the terms and conditions set forth below and as set forth on NYSNet, which the NYS Department of Transportation (NYSDOT) reserves the right to change from time to time.

User agrees that NYSDOT reserves the right to **Terminate or Modify Access** to the network by User for any reason including but not limited to where User's actions alter, damage or destroy NYSDOT's or another's computer system, network, software, program, documentation, or data contained therein or where User attempts to do so; where User uses this service to conduct or attempts to conduct any business or activity or solicit the performance of any activity that is prohibited by law; or where User holds himself or herself out as a representative of NYSDOT.

User agrees to the **Disclaimer of Accuracy and Warranties** as follows: User agrees to accept NYSNet "as is" and the User expressly acknowledges that there is no warranty with respect to access to or use of the network or to any data generated by User's access to or use of NYSNet. User agrees to NYSDOT's express disclaimer with respect to any representation or warranty as to the completeness or accuracy of any data or information generated by User's access to or use of the network and also expressly disclaims any representation or warranty as to the network's availability at any given time and to the suitability of any data or information for the intended purpose of the User.

User agrees to the **Connection Terms** presently set forth on NYSNet as may be amended from time to time in NYSDOT's absolute discretion.

User agrees to NYSDOT's **Monitoring and Use of User Access Information**. User agrees that NYSDOT may monitor Users accessing the system and consents to such monitoring, as well as any record keeping and recording of such activity. User also agrees to NYSDOT's use of such information for its purposes.

User agrees that the Jurisdiction for the use of this service is governed by the laws of the State of New York.

User agrees that **Severability** of this agreement provides that if any part of this agreement is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability and indemnification provisions set forth herein, then the invalid and unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the agreement shall continue in effect. Any rights not expressly granted herein are reserved.

User agrees to the **Release and Indemnification** provisions whereby User expressly releases and agrees to defend, indemnify, and hold harmless, New York State and NYSDOT, its contributors, any entity jointly created by them, their respective affiliates and their respective directors, officers, employees, and agents from and against all claims and expenses, including attorney's fees, arising out of or relating in any way to the use of data or information generated by access to or use of the NYSNet or by access to or use of the network by User in reference to any claim however caused and on any theory of liability, whether in contract, strict liability, or tort (including negligence).