

LICENSE

Single User Data License Agreement “Index to *Tree Talks* County Packets, Every Name Index to County Packets 1961-2001, CNYGS Tree Talks, 1652-1978” by Arthur C. M. Kelly,
KINSHIP

IMPORTANT – READ THE FOLLOWING CAREFULLY AND FULLY:

1. **License:** This license agreement (hereafter “License”) is between you, the end user, (hereafter “you”) and KINSHIP. PLEASE READ THE TERMS OF THIS DATA LICENSE AGREEMENT WHICH IS EITHER ENCLOSED IN THE SOFTWARE PACKAGE IN HARDCOPY, A TEXT FILE, AN ADOBE PORTABLE DOCUMENT FORMAT (ALSO REFERRED TO AS A “PDF”) FILE, AND/OR PRESENTED ELECTRONICALLY WHEN ACCESSING THE DATA. BY CLICKING THE “AGREE/ACCEPT” BUTTON, YOU ARE AGREEING TO BE BOUND BY THE TERMS OF THIS LICENSE. IF YOU DO NOT AGREE TO THE TERMS OF THIS LICENSE, CLICK “DISAGREE/DECLINE”. By accessing or otherwise using the data included “Index to *Tree Talks* County Packets, Every Name Index to County Packets 1961-2001, CNYGS Tree Talks, 1652-1978” as presented in this distribution to you in one or more PDF files (collectively hereafter “PDF”) and its associated data (hereafter incorporated into the term “PDF”), whether said PDF is enclosed, downloaded or assessed remotely, you agree to be bound by the terms of this License.

2. **Adobe Agreement Incorporated:** This License incorporates by reference Adobe’s End User License Agreement(s) for its software, including but not limited to Acrobat Reader. included with this distribution of the PDF and/or otherwise used to access, in any way, this PDF. Said Adobe Agreement is included for your reference with the Adobe software.

3. **Copyright:** All information, data, and the collection thereof as contained in the PDF Copyright © 2003 by KiNSHiP unless otherwise used with permission. All rights reserved. The PDF is protected by copyright, including without limitation by United States Copyright Law, international treaty provisions and applicable laws in the country in which it is being used. You may be held legally responsible for any copyright infringement that is caused or encouraged by your failure to comply with the terms of this License, whether due to your action or inaction.

4. **Permitted License Uses and Restrictions:** KiNSHiP grants to you, subject to the terms and conditions in this License, a non-exclusive, non-transferable right to use each authorized copy of the enclosed, or here-distributed, PDF. The PDF is the property of KiNSHiP and is licensed to you only for acceptable purposes under this License and for those purposes as set forth in supporting user documentation. This License prohibits the use of the PDF by more than one person at a time. You may install and use one copy, and one copy only, of the PDF on a single computer at a time. This License does not authorize you to load the PDF, or allow the PDF to be loaded, on more than one computer at a time. Further, you may not make the PDF available over a network where it could be used or accessed by multiple computers at the same time. You may make one copy of the PDF in machine-readable form for backup purposes only; provided that the

backup copy must include all copyright or other proprietary notices contained on the original. Except as, and only to, the extent expressly permitted in the License or by applicable law, you may not copy, de-compile, reverse engineer, disassemble, circumvent encryption, modify, or create derivative works of the PDF or any part thereof. You may not, nor may you permit others to modify, publish, transmit, participate in the transfer or sale of, reproduce (except as provided elsewhere by the License), create new or derivative works from, distribute, perform, display, or in any way exploit, any of the Content or the Services (including software) in whole or in part in any medium. Further you may not:

A. rent, lease, sublicense, or lend the PDF;

B. use the PDF in any manner that infringes on the intellectual property rights or other rights of KiNSHiP or another party;

C. use any portion of the PDF, including but not limited to text and graphics, for public, commercial, or non-commercial distribution; or

D. transfer the PDF to another party, unless:

i. all media and written materials, including this License, in this package or distribution are transferred to the other party;

ii. you retain no copies of the PDF, full or partial, electronic or otherwise, including copies stored on a computer or other device; and

iii. the recipient accepts the terms and conditions of this License.

Permission is granted to electronically copy, download, and/or print in hard copy portions of the PDF for the sole purpose of your individual research. Any other use of materials derived by use of the PDF – including reproduction for purposes other than those noted above, modification, distribution, or republication – without the express, prior written permission of KiNSHiP is strictly prohibited.

5. **Termination:** This License is effective until terminated. Your rights under this License will terminate automatically without notice from KiNSHiP if you fail to comply with any term(s) of this License. Upon the termination of this License, you shall cease all use of the PDF and destroy all copies, full or partial, of the PDF.

6. **Disclaimer of Warranties:** You expressly acknowledge and agree that use of the PDF is at your sole risk and that the entire risk as to satisfactory quality, performance, accuracy and effort is with you. To the maximum extent permitted by applicable law, the PDF is provided “as is”, with all faults and without warranty of any kind, and KiNSHiP and the Licensors (collectively referred to as KiNSHiP for the purposes of Sections 6 and 7 hereby disclaim all warranties and conditions with respect to the PDF, either express, implied or statutory, including, but not limited to, the implied warranties and/or conditions of merchantability, of satisfactory quality, of fitness for a particular purpose, of accuracy, of quiet enjoyment, and non-infringement of third party rights, KiNSHiP does not warrant against interference with your enjoyment of the PDF, that the functions contained in the PDF will meet your requirements, that the PDF will be error-free, or that defects in the PDF will be corrected. No oral or written information or advice given by KiNSHiP or an authorized representative of KiNSHiP shall create a warranty. Should the PDF prove defective, you assume the entire cost of all necessary servicing, repair or correction. You understand and agree that any material and/or data obtained through the use of the PDF is done at your own discretion and risk and that you will be solely responsible for any damage to your computer system or loss of data that results from the PDF, such material, and/or data or any use

thereof. Some jurisdictions do not allow the exclusion of implied warranties or limitations on applicable statutory rights of a consumer, so the above exclusion and limitations may not apply to you.

7. **Limitation of Liability:** To the extent not prohibited by law, in no event shall KiNSHiP be liable for personal injury, or any incidental, special, indirect or consequential damages whatsoever, including, without limitation, damages for loss of profits, loss of data, business interruption or any other commercial damages or losses, arising out of or related to your use or inability to use the PDF, however caused, regardless of the theory of liability (contract, tort or otherwise) and even if KiNSHiP has been advised of the possibility of such damages. Some jurisdictions do not allow the limitation of liability for personal injury, or of incidental or consequential damages, so this limitation may not apply to you.

8. **Indemnification:** You agree to indemnify, defend, and hold harmless KiNSHiP, its officers and agents from and against any and all claims, demands, proceedings, suits and actions, including any related liabilities, obligations, losses, damages, deficiencies, penalties, taxes, levies, fines, judgments, settlements, expenses (including legal and accountants' fees and disbursements) and costs (collectively hereafter, "Claims"), based on, arising out of or resulting from your use of the PDF, including without limitation any Claims alleging facts that if true would constitute your breach of the License.

9. **Controlling Law and Severability:** This License will be governed by and construed in accordance with the laws of the State of New York, as applied to agreements entered into and to be performed entirely within New York between New York residents. This License shall not be governed by the United Nations Convention on Contracts for the International Sale of Goods, the application of which is expressly excluded. If for any reason a court of competent jurisdiction finds any provision, or portion thereof, to be unenforceable, the remainder of this License shall continue in full force and effect.

10. **Complete Agreement and Governing Language:** This License constitutes the entire agreement between the parties with respect to the use of the PDF licensed hereunder and supercedes all prior or contemporaneous understandings regarding such subject matter. No amendment to or modification of this License will be binding unless in writing and signed by an authorized officer of KiNSHiP. Any translation of this License is done for local requirements and in the event of a dispute between the English and any non-English version(s), the English version of the License shall govern.

Copyright © 2003 KiNSHiP Published 2003 by KiNSHiP
All Rights Reserved ISBN 1-56012-251-X