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1.4 You agree that you will not engage in any activity that interferes with or disrupts the SHELDUS[®] (or the servers and networks which are connected to the SHELDUS[®]).

15 You may incorporate portions of SHELDUS[®], either in unmodified (“raw”) or summary (“aggregate”) form, into works that you create, including but not limited to: research papers (such as papers prepared for publication in academic journals), speeches, testimony, reports, official publications, and internal policy documents (created works hereinafter collectively referred to as “Work Product”), PROVIDED that you shall not incorporate any information into a Work Product to be made available to the public that is in the finest data resolution available to you via SHELDUS[®]. For purposes of clarity, all Information contained within any Work Product to be made available to the public must be aggregated higher than the finest data resolution available to you with respect to at least one of geography (i.e., by aggregating at least two counties), time (i.e., by aggregating at least two years) and hazard type (i.e., by aggregating at least two hazard types).

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17 You are permitted to publish information incorporated into a Work Product in tabular, graphical, or charted form.

18 You agree to provide reasonable and appropriate attribution to ASU SHELDUS[®] in Work Product that contains Information. For example, you will acknowledge any applicable University of South Carolina’s Hazards & Vulnerability Research Institute (HRVI) SHELDUS[®] intellectual property for Information that is reproduced in Work Product. Also, if your Work Product contains significant amounts of aggregate Information, you will acknowledge ASU SHELDUS[®] as the source or one of several sources, as applicable.

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4.2 You agree that you shall not remove, obscure, or alter any proprietary rights notices (including copyright and trade mark notices) which may be affixed to or contained within the Services.

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7.1 ASU reserves the right to reference any website or company using SHELDUS[®] in our sales and marketing literature.

7.2 ASU reserves the right to monitor compliance with this EULA and to restrict the use of the SHELDUS[®] for non-compliance.

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11. GOVERNING LAW.

This EULA is governed by the laws of Arizona, without regard to user's state specific conflict or choice of law provisions.

12. ENTIRE AGREEMENT.

This EULA (including any addendum or amendment to this EULA which is included with SHELDUS®) are the entire agreement between you and ASU relating to SHELDUS® and they supersede all prior or contemporaneous oral or written communications, proposals, and representations with respect to SHELDUS® or any other subject matter covered by this EULA.

13. ADDITIONAL TERMS AND CONTIONS.

The general counsel's office of ASU requires these additional terms and conditions found in the below link to be included in all agreements.
https://ogc.asu.edu/sites/default/files/supptermconditions_ogc_11.11.17.pdf

14. SEVERABILITY.

If any provision of this Agreement shall be held to be invalid or unenforceable, the remainder of this Agreement shall remain in full force and effect. To the extent any express or implied restrictions are not permitted by applicable laws, these express or implied restrictions shall remain in force and effect to the maximum extent permitted by such applicable laws.

B. SUBSCRIPTION SPECIFIC TERMS AND CONDITIONS

1. TERMS

INDIVIDUAL SUBSCRIPION – The level of access to SHELDUS[®] limited to use solely by one person. Individual subscriptions are granted to single users and may not be shared.

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2. SUBSCRIPTION LEVELS

A. Academic Subscriptions – Subscription only available to users registered with .edu (or other educational) email address and either employed by an institution of education or enrolled in such institution. Four types of academic subscriptions and two sub-types are currently available in SHELDUS[®]

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- iv. Student/Instructor/Researcher – for those entities interested in student, instructor, and researcher access to SHELDUS[®].

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- i. Individual – One single registered user, non-transferable subscription. See terms above.
- ii. Institutional – Unlimited users from one institution or entity. See terms above.

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a. Type of subscriptions

- i. Local Government – for users who work for and will be using SHELDUS[®] for a local government entity only.
 - ii. State Government – for users who work for and will be using SHELDUS[®] for a state government entity only.
 - iii. Federal Government – for users who work for and will be using SHELDUS[®] for a federal government entity only
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 - i. Individual – One single registered user, non-transferable subscription. See terms above.
 - ii. Institutional – Unlimited users from one institution or entity. See terms above.
- C. Commercial Subscriptions – Subscription only available to users registered with a .com (or other commercial) email address who are also employed by the same entity. Four types of commercial subscriptions and two sub-types are currently available in SHELDUS[®]
 - a. Type of subscriptions
 - i. Local Government – for users who work for and will be using SHELDUS[®] for a local government entity only.
 - ii. State Government – for users who work for and will be using SHELDUS[®] for a state government entity only.
 - iii. Federal Government – for users who work for and will be using SHELDUS[®] for a federal government entity only
 - c. Subscription sub-types
 - iv. Individual – One single registered user, non-transferable subscription. See terms above.
 - v. Institutional – Unlimited users from one institution or entity. See terms above.
- D. Per Query Membership – The default SHELDUS[®] subscription level. Users will have access to all features within SHELDUS[®] and will pay per aggregation.