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7. The Licensee agrees that only the County and its agents shall have the right to alter, maintain, enhance, terminate or otherwise modify these Data.
8. Any Derivative Work created by the Licensee shall bear the following notice: “Reproduced with permission granted by the County of Allegan, Michigan. Some information has been provided subject to a non-exclusive, limited, and revocable license granted by the County of Allegan, Michigan.”
9. While these Data are being provided free of charge at this time, nothing in this License Agreement precludes the County from charging for the Data in the future as allowed for by the Allegan County Policy on Enhanced Access to Public Records adopted July 1st, 2001 pursuant to the authority of Section 3(5) of the “Enhanced Access to Public Records Act,” Act 462 of the State of Michigan Public Acts of 1996, MCLA 15.441 et seq., as amended.
10. This License Agreement shall be governed by and interpreted under the laws of the State of Michigan without regard to conflict of law provisions. Any dispute arising out of this License Agreement shall be subject to the exclusive venue of the courts of the State of Michigan.
11. No modification to this License Agreement, nor any waiver of any rights, shall be effective except by an instrument in writing signed by the Licensee and the County, and the waiver of any breach or default shall not constitute a waiver of any other right hereunder or any subsequent breach or default.
12. This License Agreement constitutes the complete and exclusive agreement between the County and the Licensee with respect to these Data and use of these Data and supersedes all prior oral or written understandings, implied or explicit agreements, communications, or agreements not specifically incorporated here.
13. If any provision of this License Agreement is held to be invalid by a court of competent jurisdiction, then the remaining provisions will nevertheless remain in full force and effect.
14. The Licensee agrees that, if the County does not exercise or enforce any legal right or remedy contained in this License Agreement (or that the County has the benefit of under any applicable law), this will not be taken to be a formal waiver of the County's rights and that those rights or remedies will still be available to the County. Any waiver of any provision of this License Agreement will be effective only if the County expressly states in a signed writing that it is waiving a specified provision.
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16. By accessing or using these Data, the Licensee indicates that it has read, understands, and agrees to the terms and conditions of this License Agreement.