



State of Alaska

Department of Natural Resources

TAX CREDIT SEISMIC DATA TERMS AND CONDITIONS

Updated 07/19/23

Ordering and Payment

Order requests must be made using the DGGs tax credit seismic data order form available at <https://dggs.alaska.gov/gmc/seismic-order.html>. The price of the seismic data is valid on the order date and may be subject to change. Applicable prices are available from the State of Alaska or the current edition of the order form for the data. Updated order forms and website content will be made available if the prices change.

After the order request has been placed, the State of Alaska will confirm the request and the requestor's affiliation, and invoice the buyer for the tax credit seismic data. The invoiced amount is payable to the State of Alaska via credit card, check, or electronic fund transfer; cash will not be accepted. The data will be provided to the requestor once the requestor acknowledges and accepts these terms and conditions and the invoiced amount has been received by the State of Alaska.

Data Usage Conditions for Purchased Data

Tax credit seismic data **purchased** from the State of Alaska have been provided with the intent that they be readily available for public or private use without further permission from the State of Alaska, Department of Natural Resources. There are no licensing agreements or other restrictions when purchasing the data.

Products derived from tax-credit seismic data purchased from the State of Alaska **must cite** the data and its source. This data should be cited as follows:

2017: State of Alaska, Department of Natural Resources, Division of Oil & Gas, AS 43.55 Exploration Tax Credit Project. <http://dog.dnr.alaska.gov/Information/GeologicalAndGeophysicalData>

These terms and conditions **must also accompany** any further distribution of the data itself.

Data Usage Conditions for Data Acquired Without Charge

Tax credit seismic data **obtained without charge** from the State of Alaska have been provided with the intent that they be readily available for educational, academic, or government research use and **may NOT be reproduced**, in part or in whole and by any means, without further permission and charge from the State of Alaska, Department of Natural Resources. **Derived products** from the tax credit seismic data obtained from DNR without charge, such as images, figures, and technical interpretations, **may be**

published and distributed with the intent of sharing the results in a thesis, dissertation, peer-reviewed journal article or report, or public presentation or poster.

DNR may review the future eligibility of an entity to receive data without charge for academic and research purposes if these terms are violated.

Contacts

Data Content and Quality (Division of Oil and Gas)

Email: DOG.TcData@alaska.gov

Data Distribution and Payment (Geologic Materials Center)

Phone: 907-696-0079

Kurt Johnson: kurt.johnson@alaska.gov

Kaleb Smith: kaleb.smith@alaska.gov

Disclaimer

The State of Alaska makes no express or implied warranties (including warranties for merchantability and fitness) with respect to the accuracy, completeness, usefulness, character, functions, or capabilities of the electronic data or products or their appropriateness for any user's purposes.

Although every attempt has been made to ensure the integrity of the data, the data are provided on an "as is" basis. Reprocessing, application of interpretive techniques, and appropriate presentation will enhance the utility of these data.

Original data may have been transcribed from analogue to digital format, or may have been acquired by means of automated measuring techniques. Although such processes are subjected to quality control to ensure reliability where possible, some original data and supporting information may be missing and/or have been processed without human intervention, resulting in known or unknown errors. Provided as a courtesy and without charge, the State of Alaska, Department of Natural Resources may provide additional data or metadata which may help resolve and/or describe said errors.

DNR accepts no responsibility for any use of the DNR's data or products by you (as the user) or any distributor, reseller or end-user, nor for any decision by any person that may be made based on any dataset, product or personal communication received in regards to this data.

Any hard or digital copies or published data utilizing these datasets shall clearly indicate their source. If the user has modified the data in any way, the user is obligated to describe the types of modifications the user has made. The user specifically agrees not to misrepresent these datasets, nor to imply that changes made by the user were approved by the State of Alaska, Department of Natural Resources.

In no event will the State of Alaska be liable for any incidental, indirect, special, consequential, or other damages suffered by the user or any other person or entity whether from the use of the electronic services or products or any failure thereof or otherwise. In no event will the State of Alaska's liability to the Requestor or anyone else exceed the fee paid for the electronic service or product.

Any individual or entity requesting the data must read and agree to these terms and conditions before receiving the data.

Acknowledgement of Terms & Conditions

The requestor of the tax credit seismic data must read and agree to these terms and conditions before receiving the data. By signing below, the requestor confirms that he or she has read and agrees to the State of Alaska, Department of Natural Resources, tax credit seismic data terms and conditions.

Estimate # _____

Requested Data:

Printed Name

Signature

Date

Name of Organization

Mailing Address

Contact Phone

E-mail Address