

## LICENSE AGREEMENT FOR GEOGRAPHIC INFORMATION SYSTEMS DATA

THIS LICENSE AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between Queen Anne’s County, Maryland, a body corporate and politic of the State of Maryland, hereinafter called the “Licensor”, and \_\_\_\_\_, hereafter called the “Licensee”.

WHEREAS, the Licensee has requested the Licensor to provide or produce Geographic Information Systems, (hereinafter called “GIS”), data identified in Article II below.

NOW, THEREFORE, in consideration of mutual covenants set forth herein and for such other consideration as the parties deem sufficient, the parties agree to the following:

### ARTICLE I: TERMS AND DEFINITIONS

As used in this Agreement, the following terms shall have the meaning indicated:

1. **GIS Data** – Shall mean the data generated by the GIS, and takes the form in Article II.
2. **Updates** – Shall mean data maintenance, which includes current geographical data.
3. **Medium** – Products used to store and access digital data.
4. **National Map Accuracy Standards** – A set of published guidelines by United States Geological Survey for Map Production.
5. **Metadata** – Documentation relating to the source GIS data.

### ARTICLE II: GIS DIGITAL DATA PRODUCTS

1. The Licensor has provided GIS digital data to the Licensee on the medium requested by Licensee, including but not limited to tapes, disks, and CDs.
2. The Licensor has provided GIS data to the Licensee in hard copy form as requested by the Licensee
3. Licensor hereby grants to Licensee and Licensee hereby accepts, a nonexclusive and nontransferable license to use the GIS data, in accordance with the terms and conditions of this Agreement unless terminated pursuant to the terms of this Agreement.

### ARTICLE III: WARRANTIES; LIABILITIES; DAMAGES

(a)The Licensor makes no warranty of any kind, expressed or implied, as to the use or appropriateness of the use of the GIS data, by the Licensee including, but not limited to, warranties of merchantability or fitness for a particular purpose or with respect to accuracy. The Licensee acknowledges that the Licensor does not guarantee or warrant that the GIS data is complete or current and the Licensee further acknowledges that the GIS data is subject to constant change and Licensor is under no obligation to update. Any use of this GIS data is done at the sole risk and liability of the Licensee. (b) The Licensor shall not be subject to liability for human errors, defect or failure of machines, or any material used in connection

with the machines, including, but not limited to, tapes, disks and CDs. (c) Any liability Licensor may have for damages, regardless of the form of the action, shall not exceed the license fee paid under this Agreement. In no event shall the Licensor be liable for lost profits, consequential damages, or claims against third parties.

The Licensor warrants that the medium on which the GIS digital data was provided is free from defects in material and workmanship under normal use for a period of ninety (90) days from the date of delivery, as evidenced by a copy of the invoice or receipt. If the Licensor cannot deliver a replacement for the digital data on a medium that is free of defects in materials and workmanship, the Licensee may return the data and the license fee will be refunded.

#### ARTICLE IV: LICENSEE'S COVENANTS

1. The Licensee understands and agrees that the GIS is solely owned by the Licensor and that the GIS data shall not be reproduced or reformatted without the Licensor's prior written consent, which shall be at the Licensor's sole discretion.
2. The Licensee is familiar and understands the provisions of the National Map Accuracy Standards and assumes the responsibility and liability for the use of this data at other than the compilation scale (the scale at which the digital data was intended to be output in hard copy format.)
3. The Licensee understands that the GIS digital data is licensed solely for the internal use of the Licensee. The Licensee has the right to copy this data for the use on multiple machines or to a file server within the immediate organization. The data cannot be transferred to any other organization without the prior knowledge and consent of the Licensor. The data can also be copied for backup purposes only, but for no other purposes.
4. The Licensee shall not provide, transfer or allow access to the data to any party not part of this Agreement.
5. The Licensee may modify the digital data or merge the data with other data sets or file structures. Any portion of the digital data modified or merged continues to be subject to the conditions of the Agreement.
6. The Licensee may derive hard copy products or printed tabular listing from the digital data that may be used in publications and presentations, provided that published credit is given to the Licensor.
7. The Licensee may not derive digital or hard copy product from the GIS data with the intent to sell them.
8. The Licensee is solely responsible for the integration between the GIS digital data in the format requested from the Licensor and Licensee's software accessing the data.
9. Licensee shall comply with all laws, rules, regulations, whether Federal, State, County, or local, relating to the possession and use of the above-described data.

#### ARTICLE V: UPDATING DATA

The Licensee is solely responsible for obtaining updated data at its own expense. Each update results in a new agreement.

#### ARTICLE VI: INDEMNIFICATION

[For licenses with individuals and private organizations, this paragraph applies] Licensee hereby agrees to indemnify or hold the Licensor, its employees, agents and officials harmless from any claim, suit, proceeding or damages of any kind arising out of the use of the GIS data licensed hereunder including, but not limited to, attorneys' fees, any costs of recovering, reprogramming, or reproducing any programs or data stored in or used with GIS data, damage to property damages for personal injury or for any lost profits, lost savings, or other special incidental or consequential damages arising out of the use of or inability to use the GIS data, even if said parties have been advised of the possibility of such damages.

[For licenses with local and state government agencies, this paragraph applies] Except for damages directly attributable to the fault or negligence of Licensor, Licensee agrees to indemnify and hold Licensor and the County of Queen Anne's, its officers, agents and employees harmless from and against any claims, liabilities, actions, costs, or judgments arising out of Licensee's use of licensed GIS data, but only to the extent provided for in the Local Government Tort Claims Act, Title 5, Subtitle 4, Courts and Judicial Proceedings Article, Annotated Code of Maryland or as provided for in any other judicially recognized sovereign immunity or limitation of liability in contract or in tort. This indemnification provision shall in no way be deemed a waiver of any rights and immunities that Licensor and Licensee may otherwise have under State or federal law.

[For licenses with federal agencies, this paragraph applies] Except for damages directly attributable to the fault or negligence of Licensor, Licensee agrees to indemnify or hold Licensor and the County of Queen Anne's, its officers, agents and employees harmless from and against any claims, liabilities, actions, costs, or judgments arising Licensee's use of licensed GIS Data, but only to the extent to which the Licensee may be liable under federal law or as provided for in any other judicially recognized sovereign immunity or limitation of liability. This indemnification provision shall in no way be deemed a waiver of any rights and immunities that Licensor and Licensee may otherwise have under State or federal law.

#### ARTICLE VII: AUTHORIZED AGENCY

The only authorized GIS digital data to be obtained from Queen Anne's County will be produced through the Queen Anne's County Department of Planning and Zoning. Data obtained from any other source will be considered an unauthorized version.

#### ARTICLE VIII: LICENSEE REPRESENTATIONS

1. If the Licensee is a Corporation, it represents that it is duly formed and validly existing under the laws of \_\_\_\_\_ and is qualified to do business and is in good standing in the State of Maryland.
2. The Licensee has the power and authority to consummate the services contemplated herein, and has taken all necessary action to authorize the execution, delivery, and performance required under this Agreement.
3. The person executing this Agreement for the Licensee warrants that he/she is duly authorized by the Licensee to execute this Agreement on the Licensee's behalf.

#### ARTICLE IX

This Agreement shall constitute the entire agreement between the parties and any prior understanding or representation of any kind preceding the date of this Agreement.

#### ARTICLE X: MODIFICATION

Any modification of this Agreement or additional obligation assumed by either party in connection with this Agreement shall be binding only if evidenced in writing signed by each party or an authorized representative of each party.

#### ARTICLE XI

This Agreement shall be governed by the laws of the State of Maryland and Queen Anne's County, Maryland.

#### ARTICLE XII: TERMINATION

In the event that the Licensee shall not faithfully perform any and all of the obligations by the Licensee to be performed under this License, the Licensor shall have the right to terminate and cancel this License immediately. Termination of the License by the Licensor shall not release the Licensee from its obligation to pay any fees due herein.

The Licensor may terminate this License if: (a) Licensee attempts to assign its rights without the written consent of Licensor; (b) if Licensee delivers or attempts to deliver the licensed data to another agency, corporation, or person outside of its immediate organization without the prior written consent of the Licensor; (c) Licensee attempts to derive revenue from the licensed data. If the damages exceed compensation, the Licensor may pursue any and all remedies available under this Agreement as well as any remedies at law or in equity.

The failure of either party to this Agreement, or the failure to demand cure of any breach of any of the terms and conditions of this Agreement, shall not be construed as a waiver of such terms and conditions, but the same shall continue and remain in full force and effect as if no such forbearance or waiver had occurred.

ARTICLE XIII: ASSIGNMENT

This Agreement may not be assigned by the Licensee without the expressed written consent of the Licensor, the permitted assignee thereof shall have all the rights and remedies of the original Licensee insofar as the same are assignable. Assignment shall be only as whole and not as a part, nor as to any part interest therein.

ARTICLE XIV: SEVERABILITY

If any of the provisions in the Agreement are declared by a court or other lawful authority to be unenforceable or invalid for any reason, the remaining provisions hereof shall not be affected thereby and shall remain enforceable to the full extent permitted by law.

ARTICLE XV: COUNTERPARTS

This Agreement may be executed in any number of counterparts and by different parties hereto in separate Counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which taken together shall constitute but one and the same instrument.

ARTICLE XVI: FEES

Queen Anne’s County is providing this licensed GIS data free of charge to County Contractors only for use on a specific County project. The Contractor may use the data for this project only as per the signed license agreement.

ARTICLE XVII: REMOVAL OF GIS DATA

Upon completion of the specified project, GIS data provided by the County must be removed from all County Contractors’ computer systems. The data may not be used for other non-county projects unless requested and purchased.

ARTICLE XVIII: DATA AVAILABILITY

Data is available for purchase from the Department of Planning and Zoning by County Contractors only if the County Contractor wishes to use information for further projects.

LICENSOR  
Queen Anne’s County, Maryland

BY: \_\_\_\_\_

\_\_\_\_\_  
LICENSEE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
DATE