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Licensee should tailor the note slightly so as to reflect the nature of the GIS Data used, and may insert the phrase “in part” between the words “based” and “on,” if applicable.

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6. Price and Payment

Licensee will pay Wicomico County, Maryland a License Fee in the amount set forth in the GIS Data Price List, which is incorporated into this agreement by reference. The fees stated in the Price List do not include the price of updates. The applicable fees are payable by Licensee prior to receipt of GIS Data.

7. Transfer of License

Licensee may not assign, sublicense or transfer all or any part of Licensee's rights or obligations under this Agreement without Wicomico County's written consent and any attempt to the contrary will be void and a material breach of this Agreement. Wicomico County, Maryland may withhold such consent in its sole discretion. A transfer of this Agreement will terminate any right to Licensee's continued possession or Use of the GIS Data and Licensee must promptly return the original media and destroy all remaining copies of the GIS Data in Licensee's possession or under Licensee's control.

8. Warranties

Wicomico County, Maryland MAKES NO WARRANTY, EXPRESS OR IMPLIED, AND DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, INTEGRATION, TITLE AND FITNESS OF THE GIS DATA FOR A PARTICULAR PURPOSE.

9. Liabilities

In no event will Wicomico County, Maryland be liable, whether in contract, tort (including negligence) or otherwise, for any direct, indirect, incidental or consequential damages including lost savings or profit, attorney's fees, lost data or business interruption even if Wicomico County, Maryland is notified in advance of such possibility. This includes damages incurred by Licensee or any third party.

By signing this agreement and accepting the GIS Data, the Licensee acknowledges that the Licensee assumes all risks which may arise from the use of the GIS Data.

10. Term and Termination

This Agreement will terminate automatically if Licensee breaches any provision of it. Licensee may terminate this Agreement at any time at Licensee's election. Termination of this Agreement will terminate Licensee's right to possess or use the GIS Data. Upon termination, Licensee agrees to immediately destroy the original and all copies of the GIS Data and cease all further use of it. Termination will have no effect on Licensee's obligation to safeguard and protect the proprietary rights of Wicomico County, Maryland under Section 5 (Reservation of Rights), disclaimers under Section 8 (Warranties), or limitations under Section 9 (Liabilities).

Licensee is responsible for purchasing any updated GIS Data they require during the term of this Agreement.

11. Remedies

In the event of a breach or threatened breach of any of the provisions of the Agreement by the Licensee or any employee, representative, or agent of the Licensee, Wicomico County

shall be entitled to preliminary and permanent injunctive relief to enforce the provisions hereof, but nothing shall preclude the County from pursuing any action or other remedy, including damages for any breach or threatened breach of this agreement, all of which shall be cumulative.

12. Disputes, Choice of Law

This Agreement shall be governed by and construed in accordance with the substantive laws of Maryland without regard to principles of conflict of law. Licensee will bring any action against the County in a court of competent jurisdiction in Wicomico County, Maryland, Maryland, within one year after the claim arises, or be barred. Licensee waives any right to a jury trial.

13. Miscellaneous

This License Agreement constitutes the entire and exclusive agreement between the parties with respect to the subject matter hereof and supersedes all other communications, whether written or oral. This document and a photocopy in good form shall be considered an original document with authenticated signature admissible into evidence unless the document's authenticity is genuinely placed in question. This Agreement is expressly limited to its terms and may be modified or amended only by a writing signed by an authorized representative of Wicomico County, Maryland. Any provision found by a tribunal of competent jurisdiction to be illegal or unenforceable shall be automatically conformed to the minimum requirements of law and all other provisions shall remain in full force and effect. Waiver of any provision hereof in one instance shall not preclude enforcement of it on future occasions. Headings are for reference purposes only and have no substantive effect. Waiver of any breach of the terms and conditions in this agreement shall not be deemed to constitute a waiver of any other or future breach.

IN WITNESS THEREOF, for adequate consideration and intending to be legally bound, the parties have caused this Agreement to be executed by their duly authorized representatives.

Licensee

Wicomico County, Maryland

(Agency)

Signed: _____

Signed:

Name: _____

Name:

Title: _____

Title:

Date: _____

Date:

Check here if additional specific modifications apply to this Agreement. The following specific modifications are expressly incorporated into this agreement.

Name of Attachment, _____, Number of Pages and/or, the following express terms and conditions are incorporated: