

GIS LICENSE AGREEMENT

For and in consideration of the mutual covenants, conditions, and promises contained herein, and for other good and valuable consideration, the parties hereto agree as follows:

1. _____, hereinafter referred to as "Licensee", hereby requests from the York County Planning Commission and the County of York as well as its departments and agencies (hereinafter jointly referred to as "Licensor"), the product, data, or information, hereinafter referred to as "Data", and represents that this request is made on Licensee's own behalf or as the authorized agent on behalf of _____.

2. In accepting the Data from the Licensor, Licensee hereby acknowledges the limitations of such Data and the restrictions on its use as set forth below:

a. The Data contains valuable confidential and proprietary information and is protected by the copyright laws of the United States of America and is being furnished with all rights reserved. The Data provided pursuant to this License Agreement is the sole property of the County of York. No part of the Data may be copied, reproduced, or transmitted in any form (except for the internal, non-commercial use of the Licensee) or by any means whatsoever, including, but not limited to, electronic, mechanical, photocopying, recording, scanning, or by any information/data retrieval system. Licensee shall not license, re-license, sub-license, assign, release, publish, transfer, sell, give away, or otherwise make available any portion of the Data to a third party without the prior express written permission of the Licensor.

b. **THE DATA, WHICH IS THE SUBJECT OF THIS AGREEMENT AND WHICH IS GENERALLY REFERRED TO AS GEOGRAPHIC INFORMATION SYSTEMS OR GIS DATA, HAS BEEN DEVELOPED SOLELY FOR INTERNAL USE BY LICENSOR AND LICENSOR MAKES NO WARRANTIES, REPRESENTATIONS OR GUARANTEES, EITHER EXPRESS OR IMPLIED, AS TO THE COMPLETENESS, ACCURACY, OR CORRECTNESS OF THE DATA AND DOES NOT ACCEPT OR ASSUME ANY LIABILITY ARISING FROM OR FOR ANY INCORRECT, INCOMPLETE, OR MISLEADING DATA PROVIDED PURSUANT TO THIS PURCHASE/REQUEST. THERE ARE NO WARRANTIES AND/OR REPRESENTATIONS, EITHER EXPRESS OR IMPLIED, OF MERCHANTABILITY OR FITNESS OF THE DATA FOR A PARTICULAR PURPOSE OR USE. ALL DATA IS PROVIDED AS IS.**

c. Licensor is not responsible for incidental, consequential or special damages arising from the use of the Data provided to Licensee. Licensee agrees that the Data shall be used and relied upon only at the risk of Licensee. Licensee agrees to indemnify and hold harmless the Licensor, its officials (elected or appointed), officers, employees, servants and agents from any and all liability, claims, losses, damages, injuries, costs and attorney fees arising out of procuring, compiling, collecting, interpreting, producing or communicating the Data which is the subject of this Agreement.

d. This Agreement embodies the entire agreement between the parties. The parties shall not be bound by or liable for any statement, representation, promise, inducement, or understanding of any kind or nature not contained herein. No amendments, changes, modifications of any of the terms and conditions of this Agreement shall be valid unless reduced to writing and signed by the parties. This Agreement is not assignable under any circumstances whatsoever. All of the terms and conditions of this Agreement shall remain in full force and effect and apply to any changes, updates, revisions, or amendments, to the Data which are the subject of this Agreement.

e. Licensee shall immediately notify the Licensor in writing of any and all defects, errors, inaccuracies, or any other problems with the Data discovered by Licensee.

3. All disputes relating to the interpretation, execution and/or non-performance of this License Agreement shall be resolved by a non-jury trial in the York County Court of Common Pleas.

4. The License granted by the Licensor is revocable at any time at the sole discretion of Licensor.

5. This GIS License Agreement shall apply to any and all updates of Data or any additional Data purchased or otherwise received from Licensor in the future.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this _____ day of _____, 201____.

LICENSEE

**COUNTY OF YORK BY AND
THROUGH ITS AUTHORIZED AGENT
- YORK COUNTY PLANNING
COMMISSION**

By: _____

By: _____

(Print Name)