

# **ADAMS COUNTY GIS DATA LICENSE AGREEMENT**



The following provisions constitute a license agreement between the Adams County Office of Planning & Development – GIS Division (hereinafter referred to as the "**County**") and the undersigned licensee (hereinafter referred to as the "**Customer**"). The use of this data indicates your acceptance of the terms of the agreement below.

## **GENERAL TERMS AND CONDITIONS**

The following terms and conditions of Agreement shall be applicable to all GIS data products of the County which are licensed to Customers and shall govern the use and distribution by the Customer of all products or works derived there from.

1. The license granted unto the Customer authorizes the use of the County's GIS data for the sole and limited purpose of making personal, or in the case of an entity, internal, use of the licensed data as follows:
  - (a) The Customer may make a copy of the County's GIS data for use as a backup copy. This copy shall only be used to replace the original copy of the GIS data if lost, stolen or damaged.
  - (b) The GIS data shall not be reformatted, copied, sold or distributed to any other person, firm, corporation, association or entity.
2. The County hereby disclaims any and all liability or responsibility of any nature whatsoever for any damage, injury, loss, claim, or lawsuit arising from any error, inaccuracy or other problem with either the data contained on the digital media or the digital media. The Customer hereby releases the County of Adams from all liability, damage, claims, injuries or suits arising from any such error, inaccuracy or problem. Furthermore, the Customer agrees to indemnify and hold harmless the County and their officials and employees from any and all claims, liability, damages, injuries and suits, including court costs and reasonable attorney's fees, arising from the use of the County's GIS data by the Customer or the Customer's employees or assignees.
3. The County's GIS data is provided "as is" and the County expressly disclaims all warranties, express or implied, including warranties as to the accuracy of the data and merchantability and fitness for a particular purpose, and further expressly disclaim responsibility for all incidental, consequential or special damages arising out of or in connection with the use or performance of the data. The Customer acknowledges such disclaimers of warranty and expressly waives all warranties, express or implied, and waives any right or claim for damages incidental, consequential or special, arising out of or in connection with the use or

performance of the data.

4. The provided Adams County GIS data shall remain the property of the County, which shall retain all rights commensurate with such ownership, including the right to sell, release, license, use or provide the data to others as it deems appropriate in its sole discretion. The unlicensed or unauthorized use, distribution and/or dissemination of the County's GIS data shall subject the Customer and all third parties to all applicable penalties under the law.
5. Customers incorporating any Adams County, Pennsylvania GIS data into their plans under the terms of this agreement must list ACOPD – GIS Division as the source for the GIS data on all products (including, maps, plans, reports, and displays) where GIS data is used.

IN WITNESS WHEREOF, the County and the Customer have executed the Agreement on the date below.

\_\_\_\_\_  
Customer Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title