

**NORTHUMBERLAND COUNTY GIS DATA LICENSE AGREEMENT FOR
PRODUCT DEVELOPMENT**

Your use of this GIS data indicates your acceptance of an agreement to be legally bound by the terms of the Northumberland County GIS Data License Agreement as printed below.

General Terms and Conditions

1. The following General Terms and Conditions of this Agreement shall be applicable to all data products of the County of Northumberland which are licensed by the County of Northumberland to end users (also referred to as “Customer”) of the data products and shall govern the use of all products or works derived therefrom.
2. The term “raw GIS data” shall mean data in the form as provided by the County of Northumberland to Customers, prior to incorporation into Customer’s product or service as set forth in 3(d) below.
3. The license hereby grants unto the Customer the authorized use by the Customer of the Northumberland County raw GIS data as follows:
 - a. The customer may make one digital copy of the Northumberland County raw GIS data for use as a backup copy. This copy shall only be used to replace the original Northumberland County GIS data if lost or damaged.
 - b. Raw GIS data will not be further reproduced or distributed to any other person, firm, corporation, association, or entity unless such entity executes this Agreement.
 - c. Raw GIS data shall not be uploaded onto a computer or hard drive and shall not be accessed on any computer not owned or leased by license holder except as expressly authorized herein.
 - d. Customer understands and agrees that it is not authorized as a standard or standalone GIS data distributor. In creating and providing integrated real property information products, Customer shall integrate the GIS data elements such that data is accessed by Customer’s clients as a portion of an integrated product only and not as separate database or data module. Customer will extract and use the data elements within its real property information products so that the data will not be accessible apart from the operation of the integrated real property information products.
4. The County of Northumberland hereby disclaims any and all liability or responsibility for any damage, injury, loss, claim, or lawsuit arising from 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

Northumberland from any and all liability, damage, claims, injuries, or suits to indemnify and hold harmless the County and its officials and employees from any and all claims, liability, damages, injuries, and suits, including court costs and attorney's fees, employees or assignees, or customers of it.

The Northumberland County GIS Data provided hereunder is provided "as is" and the County of Northumberland 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 disclaims responsibility for all incidental, consequential, or special damages arising out of or in connection with the use or the performance of the data.

- 6. The Northumberland County GIS data shall remain the property of the County, which shall retain all rights commensurate with 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 or distribution of the Northumberland County raw GIS data will be subject to the full penalties under the law, including fines and imprisonment. Unauthorized use or distribution of Northumberland County raw GIS Data shall subject the distributor to liquidated damages in the amount of ten thousand (\$10,000) dollars per distribution to an unauthorized user.

I (we) agree to the above terms and conditions, and I am authorized by my employer or company to agree to the terms and conditions.

_____ Date _____

Signature of Customer (s)

Printed Name (s)

Company Name

Address

City State Zip Code

Northumberland County Government:

Approved by: _____
Chair of Northumberland County Commissioners

Date