

## **-IMPORTANT-**

Read this carefully before installing or using the Geodata:

**THIS IS A LEGAL AGREEMENT BETWEEN YOU AND CUMBERLAND COUNTY PENNSYLVANIA.**

- **BEFORE USING OR CONTINUING WITH THE INSTALLATION OF THE SOFTWARE PRODUCT, YOU MUST READ, ACKNOWLEDGE AND ACCEPT THE TERMS AND CONDITIONS OF THE SOFTWARE LICENSE AGREEMENT WHICH FOLLOWS.**
- **IF YOU DO NOT ACCEPT THE TERMS AND CONDITIONS OF THE SOFTWARE LICENSE, YOU MAY RETURN THE MEDIA PACKAGE AND ALL ACCOMPANYING ITEMS, TO THE PLACE YOU OBTAINED THEM FROM; OR YOU MAY WRITE: TAX ASSESSMENT OFFICE, ONE COURTHOUSE SQUARE, CARLISLE, PA 17013.**

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- **BY INSTALLING, COPYING, OR OTHERWISE USING THE SOFTWARE PRODUCT, YOU AGREE TO BE BOUND BY THE TERMS OF THIS END USER LICENSE AGREEMENT (EULA).**
- **IF YOU DO NOT AGREE TO THE TERMS OF THIS EULA, DO NOT INSTALL OR USE THE SOFTWARE PRODUCT.**

## GEODATA LICENSE AGREEMENT

THIS AGREEMENT is made and entered by and between the County of Cumberland, a Pennsylvania 4<sup>th</sup> class county with offices at 1 Courthouse Square, Carlisle, Pennsylvania, hereinafter "County", and \_\_\_\_\_, hereinafter, "Licensee".

### WITNESSTH

WHEREAS, Licensee desires to obtain Geodata, including any updates additional modules, or additional Geodata from Cumberland County; and

WHEREAS, County grants Licensee, the end user, a personal, nonexclusive license to use a single copy of these Geodata, including any updates, additional modules, or additional Geodata provided by County in connection therewith, solely for its use, and solely in accordance with the terms and conditions herein.

NOW, THEREFORE, INTENDING TO BE LEGALLY BOUND, the parties hereto agree as follows:

1. GEODATA. As used herein, Geodata shall mean the original orthophotography and any enhancements thereto which were made by Cumberland County or its contractors, including any digital data set consisting of geographic data, coordinates, metadata, or associated attributes.
2. GRANT OF LICENSE. County grants Licensee, the end user, a personal, nonexclusive Single User License to use a single copy of these Geodata, including any updates, additional modules, or additional Geodata provided by Cumberland County in connection therewith.
3. INSTALLATION AND USE.

Licensee may:

- A. Install and or use a single copy of the Geodata on a single computer.
  - B. Copy the Geodata into the memory of any one computer, solely as necessary to use the Geodata in accordance with this License Agreement.
  - C. Access the Geodata from a hard disk, from the CD without installing, over a network, or by any other method; strictly in accordance with the terms herein.
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7. WARRANTY. CUMBERLAND COUNTY PENNSYLVANIA AND ITS SUPPLIERS EXPRESSLY DISCLAIM ANY WARRANTY FOR THE GEODATA. THE GEODATA AND ANY RELATED DOCUMENTATION ARE PROVIDED “AS IS” WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW. THE ENTIRE RISK ARISING OUT OF USE OR PERFORMANCE OF THE GEODATA REMAINS WITH LICENSEE.

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8. CONTACT INFORMATION. Questions concerning this EULA should be directed to the Cumberland County Tax Assessment Office, One Courthouse Square, Carlisle, Pennsylvania 17013.
9. LIMITATION OF LIABILITY. In no event and under no legal theory shall Cumberland County or its suppliers be liable for any special, incidental, indirect, or consequential damages whatsoever (including, without limitation, damages for loss of business profits, business interruption, loss of business information, or any other pecuniary loss) arising out of the use of or inability to use the Geodata or the provision of or failure to provide any support services, even if Cumberland County has been advised of the possibility of such damages. In any case, Cumberland County's entire liability under any provision of this EULA shall be limited to the greater of the amount actually paid by Licensee for the Geodata or \$5.00.
10. OTHER RESTRICTIONS.
  - A. County Vendor use: Entities providing services to Cumberland County government must, upon termination of its contract with the County or at the request of the County, return to the County any Geodata and accompanying written materials provided by the County for support of the contract, retaining no copies. Service entities may only use the Geodata as outlined in its contract with the County.
  - B. Licensee:
    1. may use the Geodata for any lawful purpose but may not charge for the use of the data.
    2. must not remove or alter any copyright notices on all copies of the Geodata.
    3. may not distribute copies of the Geodata to third parties.
    4. may not rent, lease, or lend the Geodata.
    5. may not sell or otherwise transfer for consideration the Geodata or any part of it.
    6. may not export the Geodata or documentation without the appropriate United States or foreign government licenses.

11. APPLICABLE LAW AND VENUE. This License Agreement shall be construed and enforced pursuant to the laws of the Commonwealth of Pennsylvania. The parties agree that the exclusive venue for litigating claims hereunder shall be vested in the Court of Common Pleas of Cumberland County and the Pennsylvania appellate courts.
12. VALIDITY. If for any reason any provision of this License Agreement shall be determined to be invalid or unenforceable, the validity and effect of the other provisions shall not be affected.
13. ENTIRE AGREEMENT. This Agreement represents the entire understanding of the parties. There are no other outstanding agreements, provisions or terms. This Agreement may not be amended except by a writing signed by both parties.

IN WITNESS WHEREOF, the Licensee hereto has caused this Agreement to be executed.

LICENSEE:

Name of Agency or Company: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Phone: \_\_\_\_\_

Executed By: \_\_\_\_\_

Print Name

Signature: \_\_\_\_\_

Date: \_\_\_\_\_