

Data License Agreement

Cecil County, Maryland – Spatial Data

Prior to the processing or distribution of data, customers are required to complete a Data License Agreement. Said agreement is important to indemnify Cecil County Government and its Spatial Data Manager(s) of any and all liability associated with the Customers' use of County data regardless of negligence on the part of all parties. This agreement also places restrictions on the customers' future use, distribution, and resale of any data obtained as part of this licensing agreement.

I. Agreement

Under State Government Article, Sections 10-901 et seq., of the Annotated Code of Maryland, Cecil County Government and the Board of County Commissioners for Cecil County may reproduce and distribute spatial data products and charge fees for such spatial data products and services.

IN CONSIDERATION of the mutual conditions in this Agreement, the Licensor and Licensee hereby agree as follows:

A. Definition of Terms and Ownership Information

1. **Contractor** – Any outside person or entity that provides services for the Licensee whether on a fee or not-for-fee basis.
2. **Licensee** – The end user
3. **Licensor** – Cecil County Government and the Board of County Commissioners for Cecil County, hereinafter called "The County."
4. **Spatial Data** – Geographically referenced data owned, administered, or obtained by the County. It includes any file or data, whether vector or raster in format, that can be used in geographic information systems (GIS) software.
5. **Spatial Data Manager** – An entity that partners with the County to market the County's spatial data, fill orders for the data, invoice customers, and remit collected monies to the County at no charge to the County.

B. Scope of License

1. This is a license agreement and not an agreement for sale. This license agreement (Agreement) is between the end user (Licensee) and the County (Licensor), and it gives the Licensee certain limited rights to use spatial data owned, administered, or obtained by the County. All rights not specifically granted in this Agreement are reserved to the County, and the County retains exclusive title and ownership of its spatial data and, unless otherwise noted, the data's component parts. The Licensor hereby grants to the Licensee a personal, nonexclusive, nontransferable license to use specific spatial data based on the terms and conditions of this Agreement. From the date of receipt, Licensee agrees to use reasonable effort to protect said spatial data from unauthorized use, reproduction, distribution, or publication.
2. **Restrictions of Use** – The licensed spatial data is licensed solely for the internal use of the Licensee.

3. Permitted Uses

(a) Copies – Licensee is entitled to install the data on the computer system(s) and/or networks within Licensee’s organization.

(b) Derived Digital Products – While the Licensee may modify the licensed spatial data or merge components of the licensed spatial data with other data sets, file structures, or images, any portion of the licensed spatial data modified or merged continues to be subject to the conditions of this Agreement.

(c) Derived Hardcopy Products – Map or other graphic displays and printed tabular listings derived from the licensed spatial data may be used in reports, publications and presentations, provided that credit is given to the County as the distributor/owner of the data and provided that such use is not otherwise restricted by this license agreement.

4. Prohibited Uses

(a) Unauthorized Distribution – Licensee shall not transfer, sell, distribute, loan or offer for use, in whole or in part, the licensed spatial data to any person or entity not covered by this license agreement and shall not rent, lease, sublease, assign, timeshare or otherwise make available to others, in whole or in part, either present or prior versions of the licensed spatial data.

(b) Reproduction of Products – The licensed spatial data is protected by copyright. Any maps contained within the licensed spatial data may not be copied or reproduced in any form including electronic means such as digitizing, scanning and image processing, or by any other system now known or to be invented without the permission of the County. The Licensee’s production of hardcopy products derived from the licensed spatial data with the intent to sell for a profit is strictly prohibited.

C. Fees and Payment

1. Fees – The licensee shall pay to the licensor, or to the licensor’s spatial data manager, a fee for the licensed spatial data in accordance with the current fee structure. The licensor, or the licensor’s spatial data manager, shall furnish the licensed spatial data on ISO 9660 compliant CD-ROM media. The fee will be inclusive of all component parts of the licensed spatial data.

2. Payment – The licensee shall pay all invoiced fees and media costs within 30 days of receipt of invoice. If the licensee fails to pay the invoice within 30 days, the matter will be referred to the licensor’s spatial data manager for payment in accordance with its standard collection policies. The licensee will bear all collection fees associated with this action.

D. Assignment

The licensee may not assign the license to any licensed spatial data.

E. Indemnification

The licensee shall hold the licensor, the licensor’s spatial data manager, and all their

respective employees and agents harmless from any claim, suit, or proceeding arising out of the use of the licensed spatial data in accordance with this agreement.

F. Warranties and Liabilities

1. Warranties – The Licensor makes no warranty, express or implied, as to the use or appropriateness of the licensed spatial data. There are no warranties of merchantability or fitness for a particular purpose or use, and no representation is made as to the accuracy or completeness of the data included as part of the licensed spatial data.
2. Liabilities – The licensor shall not be subject to liability for human error, defect, or failure of machines. The licensor shall not be liable for any losses, consequential damages or claims against the licensee by third parties. The liability of the licensor for damage regardless of the form of the action, may not exceed the fee paid for the licensed spatial data.

G. Termination

1. In the event that the licensee fails to faithfully perform its obligations under this license, the licensor may terminate this license. Termination by the licensor shall not release the licensee from its obligation to pay any fees as required above. Upon termination, whether voluntary or otherwise, licensee shall erase all data from its permanent storage devices and archival media and shall return all CD or DVD products containing the licensed spatial data in Licensee's possession. The Licensee shall return all CD or DVD products to the County within 30 days of the notice of termination.
2. The licensor shall have the right to terminate the agreement if: 1.) The licensee attempts to assign its rights, and/or 2.) If the licensee delivers or attempts to deliver the licensed spatial data to another person not covered by this license agreement.

H. Remedies

1. Breach or Threatened Breach – In the event of a breach or threatened breach of any of the provisions of this agreement by the licensee or any employee, representative, or agent of the licensee, the licensor shall be entitled to preliminary and permanent injunctive relief to enforce the provisions hereof, but nothing shall preclude the licensor from pursuing any action or other remedy, including damages for any breach or threatened breach of this agreement, all of which shall be cumulative.

I. Acknowledgement and Authority

1. Acknowledgment – The licensee acknowledges that he/she has read this agreement and agrees to be bound by its terms, and further agrees that it is the complete and exclusive statement of the agreement between the parties and supersedes any oral or written communications or representations outside this written agreement.

2. Authority – Persons acquiring the licensed spatial data represent that they are authorized to do so and represent that the licensing agreement is a legal, valid and binding obligation as to licensee and enforceable in accordance with its terms.

J. Additional Provisions

1. Laws of the State of Maryland – This Agreement shall be governed by the laws of the State of Maryland, and the parties submit to the jurisdiction of the courts of the State of Maryland. This agreement represents the entire agreement between the parties. This Agreement may not be modified except in writing signed by the parties.
2. Waivers – 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. No failure or delay by the County in enforcing any right or remedy under this agreement shall be construed as a waiver of any future or other exercise of such right or remedy by the County.

K. Representation

Licensee represents and warrants that it has full right, power, and authority to execute this Agreement.

Licensee Signature (required)

Date

Purchaser (Licensee) Information (Please Print Clearly)

Mr./Ms./Dr.	Name	Title
Agency/Company		
Department/Division		
Address		
City	State	ZIP Code
Telephone with Area Code		Fax
Email		