

License Agreement
MdProperty View

MdProperty View copyright 1996-2005
Maryland Department of Planning
2004 and 2005 Editions

I. Agreement

Under State Government Article, Sections 10-901 et seq., of the Annotated Code of Maryland, the Licensor may reproduce and distribute spatial data products such as *MdProperty View* and charge fees for such spatial data products and services.

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

A. DEFINITION OF TERMS AND OWNERSHIP INFORMATION

1. ***MdProperty View* CD-ROM** A product published by the Maryland Department of Planning for distribution to customers under the terms of this License Agreement. Unless otherwise noted, MDP retains exclusive title to and ownership of the *MdProperty View* CD-ROM. This license refers to both the 2004 and the 2005 edition years. The *MdProperty View* CD-ROM product includes the State's computerized property maps; the x,y linkages to the parcel databases; the Parcel, CAMA and Sales Transaction parcel data from the Maryland State Department of Assessments and Taxation; data derived from the State Highway Administration's digital grid maps; scanned images of the State Highway Administration's jurisdiction maps; Landsat satellite data; Land Use / Land Cover data; Census geography as well as Census demographic data; Priority Funding Area designations; ZIP code boundary files; legislative and congressional district boundary files; reference grid for SHA roads; reference grid for USGS 7.5' Topographical quad maps; and ArcView project files and an ArcGIS map document file.
2. ***MdProperty View* Custom CD-ROM** A product published by one of the Maryland Department of Planning's authorized resellers for distribution to customers under the terms of this License Agreement. This license refers to both the 2004 and the 2005 edition years. The *MdProperty View* Custom CD-ROM **may** include any or all of the following elements: the computerized property maps; the x,y linkages to the parcel databases; the Parcel, CAMA and Sales Transaction parcel data from the Maryland State Department of Assessments and Taxation; data derived from the State Highway Administration's digital grid maps; scanned images of the State Highway Administration's county maps; Landsat satellite data; Land Use / Land Cover data; Census geography as well as Census demographic data; Priority Funding Area designations; ZIP code boundary files; legislative and congressional district boundary files reference grid for SHA roads; and reference grid for USGS 7.5' Topographical quad maps.
3. ***MdProperty View***, for purposes of this Agreement, will hereinafter refer to both the ***MdProperty View* CD-ROM** and the ***MdProperty View* Custom CD-ROM** as defined above. A reference to the edition year (i.e. 2004 or 2005) is made where there is a variation in product offering.
4. **Maryland Department of Planning** The owner of the *MdProperty View* product; Owner of the parcel x,y reference points, owner of the property maps, and owner of the Land Use / Land Cover data, hereinafter called MDP or the Licensor.
5. **Maryland State Department of Assessments and Taxation** The owner of the parcel database records.
6. **SHA Data** The SHA Data is comprised of three map products.
 - a. The State Highway Administration's (SHA) 1:24,000 map accurate digital feature files for Maryland's 23 counties derived from the SHA's digital grid map files (circa early CY2004). For Baltimore City, the 1:24,000 transportation features were derived from Mdlandbase with the permission of Bell Atlantic (in an agreement dated June 1, 1993). For each jurisdiction, there are files for the land/water and political boundaries, the major roads and the detailed transportation and stream features.
 - b. The State Highway Administration's (SHA) 1:100,000 map accurate digital feature files for Maryland's 23 counties derived from the SHA's digital grid map files (circa early CY2004).
 - c. Scanned images of the State Highway Administration's (SHA) Jurisdiction Maps (1 to 100,000 for Counties – 1 to 30,000 for Baltimore City. Images are provided for both the black and white version and the color version of the map)
7. **State Highway Administration** Owner of the SHA Data.
8. **LANDSAT COMPOSITE.TIF** The 25 meter true color composite (bands 3-2-1) county images (circa 1994 and 2000) and 15 meter black and white panchromatic county images (circa 2000) derived from LANDSAT

data. The LANDSAT images were created by the Center for Geographic Information Sciences at Towson State University, Towson, Maryland and included under an agreement with MDP.

9. **Licensee** A federal, state, county or municipal government agency or other person or entity that leases the right to use *MdProperty View* and its components, in whole or in part for its internal use, hereinafter called the Licensee.
10. **Contractor** Any outside person or entity that provides services for the Licensee whether on a fee or not-for-fee basis.
11. **ArcView** ArcView is a registered trademark of Environmental Systems Research Institute, Inc. Redlands, CA.
12. **ArcGIS** ArcGIS is a registered trademark of Environmental Systems Research Institute, Inc. Redlands, CA.

B. SCOPE OF LICENSE

1. **License for *MdProperty View*** This is a license agreement and not an agreement for sale. This license agreement (Agreement) is between the end user (Licensee) and MDP (Licensor), and it gives the Licensee certain limited rights to use *MdProperty View*. All rights not specifically granted in this Agreement are reserved to MDP. MDP retains exclusive title and ownership of *MdProperty View* and, unless otherwise noted, of the component parts of *MdProperty View*, and hereby grants to the Licensee a personal, nonexclusive, nontransferable license to use *MdProperty View* based on the terms and conditions of this Agreement. From the date of receipt, Licensee agrees to use reasonable effort to protect *MdProperty View* from unauthorized use, reproduction, distribution, or publication.
 - a. **Restrictions of Use** *MdProperty View* is licensed solely for the internal use of the Licensee.
 - b. **Permitted Use**
 - (1) **Copies** Licensee is entitled to install the data on the computer system(s) and/or networks within Licensee's organization. The number of people having access to the data is limited to the number of installations purchased. Should the Licensee decide not to renew at the end of the subscription period, Licensee agrees to remove all of the component parts of *MdProperty View* from the Licensee's computers.
 - (2) **Derived Digital Products** While the Licensee may modify *MdProperty View* or merge components of *MdProperty View* with other data sets or file structures or images, any portion of *MdProperty View* modified or merged continues to be subject to the conditions of this Agreement.
 - (3) **Derived Hardcopy Products**
 - (a) Map or other graphic displays and printed tabular listings derived from *MdProperty View* may be used in reports, publications and presentations, provided that credit is given to both MDP as the distributor of the data and to the appropriate owner of the digital product and provided that such use is not otherwise restricted by this license agreement.
 - (b) Any allowed use of derived hardcopy products of the LANDSAT COMPOSITE.TIF must include the following credit "LANDSAT COMPOSITE IMAGE prepared for the Maryland Department of Planning by the Center for Geographic Information Sciences at Towson State University."
 - c. **Prohibited Use**
 - (1) **Unauthorized Distribution** Except as provided in (3) below, licensee shall not transfer, sell, distribute, loan or offer for use a present or prior version of *MdProperty View*, in whole or in part, 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 *MdProperty View*.
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 - (3) **If the Licensee determines that its Contractor requires access to *MdProperty View*, the Licensee may request written permission from MDP to allow its Contractor access to *MdProperty View*.** The request by the Licensee and Contractor shall state that:

- (a) Licensee has determined that its Contractor requires access to *MdProperty View* for the sole purpose of implementing the requirements of a specific contract with the Licensee;
 - (b) Contractor understands and agrees to the usage terms under this *MdProperty View* license agreement; and
 - (c) Upon conclusion of the contractual requirements, the Contractor's rights to access, use, modify or merge *MdProperty View* will be terminated and that Contractor shall erase all data and derived digital products from its permanent storage devices and archival media and shall return all *MdProperty View* CD products in its possession to the Licensee.
- d. **Term** The license is valid for one year following the initial subscription delivery of *MdProperty View* by Licensor to Licensee and is renewable subject to the same terms and conditions of this Agreement.

C. FEES AND PAYMENT

1. **Fees** Licensee shall pay to the Licensor a twelve month subscription fee for *MdProperty View* in accordance with the current fee structure. Licensor shall furnish *MdProperty View* on ISO 9660 compliant CD-ROM media. **The fee will be inclusive of all component parts of *MdProperty View*.**
2. **Payment** Licensee shall pay all invoiced subscription 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 State of Maryland Central Collections Unit of the Department of Budget and Management for payment. Licensee will bear all collection fees associated with this action.

D. ASSIGNMENT

No Assignment. Licensee may not assign the License to *MdProperty View*.

E. INDEMNIFICATION

Licensee shall hold the Licensor, MDP, the State of Maryland and the owner of other component parts of *MdProperty View*, and all their respective employees and agents harmless from any claim, suit, or proceeding arising out of the use of the licensed *MdProperty View* product in accordance with this Agreement.

F. WARRANTIES AND LIABILITIES

1. **Warranties**
 - a. Neither the Licensor nor the Owner of *MdProperty View*'s component parts makes any warranty, express or implied, as to the use or appropriateness of the licensed data, and 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 or image products included in *MdProperty View*.
 - b. The Licensor warrants that the medium on which *MdProperty View* is provided is free from defects in materials and workmanship under normal use for a period of ninety (90) days from the date of delivery, as evidenced by a copy of the invoice or receipt.
2. **Liabilities** 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 a yearly subscription/license fee paid for *MdProperty View*.

G. TERMINATION

1. **Termination** In the event that the Licensee fails to faithfully perform its obligations under this license, 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 *MdProperty View* CD products in Licensee's possession. **Licensee will return all CD products to the Department within 30 days of the notice of termination. If the Licensee fails to return the CD products as described, licensee will be invoiced for the balance due for the price of an outright purchase of *MdProperty View*. The outright purchase price fee is equal to two times the list price annual lease fee for the CD product according to the edition year. If the Licensee fails to pay the invoice within 30 days, the matter will be referred to the State of Maryland Central Collections**

Unit of the Department of Budget and Management for payment. Licensee will bear all collection fees associated with this action.

- Causes for Termination** Licensor shall have the right to terminate the Agreement if: 1.) Licensee attempts to assign its rights, 2.) If Licensee delivers or attempts to deliver *MdProperty View* to another person not covered by this license agreement except as provided by I.B.1.c.(3).

H. REMEDIES

- 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, Licensor shall be entitled to preliminary and permanent injunctive relief to enforce the provisions hereof, but nothing shall preclude 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. ACKNOWLEDGMENT AND AUTHORITY

- Acknowledgment** 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.
- Authority** Persons acquiring *MdProperty View* 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

- 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.
- 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 MDP 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 MDP.

K. REPRESENTATION

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

Licensee Signature (required) _____
Date

Federal Tax ID Number (required)

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		