

## I. Agreement

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

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3. **FINDER Dataset** The bundled dataset for a given jurisdiction (e.g. the 23 Maryland counties and Baltimore City) contained on DVD for a given Edition year (e.g. 2010). Hereinafter referred to as the data or the dataset, it includes the State's computerized property (tax) maps<sup>1</sup>; the x,y linkages (point or polygon) to the PROPDATA (Parcel), Computer Assisted Mass Appraisal (CAMADATA) and SALEDATA datasets; PROPDATA, CAMADATA and SALEDATA data (including SALEDATA data via download from the *FINDER* Subscriber Website) from the Maryland State Department of Assessments and Taxation (SDAT); reference grids including a grid for the property (tax) maps, an ADC map book grid, a grid for the Maryland State Highway Administration (SHA) road, stream and feature maps and a grid for USGS 7.5' Topographical quad maps; additional SHA files including a digital centerline roads file, data derived from SHA digital grid maps, scanned images of SHA jurisdiction maps, an SHA major roads file and a county boundary file; land use/land cover data, congressional and legislative district boundary files, census geography and census demographic data, ZIP code boundary files, Priority Funding Area (PFA) designations, floodplain data including DFIRM data for selected jurisdictions, protected lands boundaries, watershed data, generalized zoning designations, sewer service area boundaries, public water service area boundaries for selected jurisdictions, National Register of Historic Places (NRHP) Maryland coverage, residential Sales x,y point and summary files derived from SDAT Parcel and Sale data and color digital-ortho imagery from the National Agriculture Imagery Program (NAIP).
4. **User Installations** The number of computers on which the software application has been installed for which the use of a given jurisdiction's dataset is authorized or, if installed on a network, the number of simultaneous users of the software application that are authorized to use a given jurisdiction's dataset.
5. **Maryland Department of Planning** Owner of the *FINDER* product; Owner of the parcel x,y reference points, and owner of the property maps.
6. **Maryland State Department of Assessments and Taxation** Owner of the parcel dataset records from which the extracts from the ADS, CAMA and sales transactions data are derived.
7. **SHA Data** The SHA Data is comprised of two map products:
  - a. The State Highway Administration (SHA) digital centerline roads file 1:12,000 (circa CY2009).
  - b. A scanned color image of the State Highway Administration (SHA) Jurisdiction Map 1:100,000 for Maryland's 23 counties, 1:30,000 for Baltimore City (circa CY2002).
8. **State Highway Administration** Owner of the SHA Data.
9. **U.S. Department of Agriculture Farm Service Agency (USDA-FSA)** Custodian of the National Agriculture Imagery Program (NAIP) 10-meter sampled and 1-meter full resolution color digital-ortho imagery
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1. **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.

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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 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. ATTACHMENTS

**Attachment A** *FINDER* Software Application License

**L. REPRESENTATION**

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

\_\_\_\_\_  
**Licensee (Subscriber) Signature – Required** **Date**

\_\_\_\_\_  
**Federal Tax ID Number (required)**

**Licensee (Subscriber) Information – please print clearly:**

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