

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* DVD** 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* DVD. This license refers to both the 2010 and the 2011 Edition years. The *MdProperty View* DVD product includes the State's computerized property (tax) maps; the x,y linkages (point or polygon) to the Parcel, Computer Assisted Mass Appraisal (CAMA) and Sale datasets; Parcel, CAMA and Sale data (including Sale data via download from the *MdProperty View* 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; color digital-ortho imagery from the National Agriculture Imagery Program (NAIP), a program of the U.S. Department of Agriculture Farm Service Agency (USDA-FSA); and a custom ArcGIS map document file. These terms also apply to DVDs or equivalent media derived from MDP or Resellers (Custom DVD).
- 2. *MdProperty View***, for purposes of this Agreement, will hereinafter refer to both the ***MdProperty View* DVD** and the ***MdProperty View* Custom DVD** as defined above.
- 3. Maryland Department of Planning** 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.
- 4. Maryland State Department of Assessments and Taxation** Owner of the parcel dataset records.
- 5. SHA Data** The SHA Data is comprised of four map products.
 - a.** The State Highway Administration (SHA) digital centerline roads file 1:12,000 (circa CY2009).
 - b.** 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 each jurisdiction, there are files for the land/water and political boundaries, the major roads and the detailed transportation and stream features.
 - c.** 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).
 - d.** Scanned color images of the State Highway Administration's (SHA) Jurisdiction Maps 1:100,000 for Maryland's 23 counties, 1:30,000 for Baltimore City (circa CY2002).
- 6. State Highway Administration** Owner of the SHA Data.
- 7. U.S. Department of Agriculture Farm Service Agency (USDA-FSA)** Custodian of the National Agriculture Imagery Program (NAIP) color digital-ortho imagery
- 8. 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.
- 9. Contractor** Any outside person or entity that provides services for the Licensee whether on a fee or not-for-fee basis.
- 10. 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** 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.
 - 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* DVD 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 DVD 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 damages, 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* DVD products in Licensee's possession. **Licensee will return all DVD products to the Department within 30 days of the notice of termination. If the Licensee fails to return the DVD 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 DVD product according to the Edition year. If the Licensee fails to pay the invoice within 30 days, 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.**
2. **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

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, 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

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.
2. **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

- 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 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 (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
Email		