

ECRIN GIS LICENSE AGREEMENT

For and in consideration of the mutual covenants, conditions, and promises contained herein, and for other good and valuable consideration, the parties hereto agree as follows:

1. _____, hereinafter referred to as "Licensee", hereby requests from the York County Planning Commission and the County of York as well as its departments and agencies (hereinafter jointly referred to as "Licensor"), the product, data, or information, hereinafter referred to as "Data", and represents that this request is made on Licensee's own behalf or as the authorized agent on behalf of _____.

2. In accepting the Data from the Licensor, Licensee hereby acknowledges the limitations of such Data and the restrictions on its use as set forth below:

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b. THE DATA, WHICH IS THE SUBJECT OF THIS AGREEMENT AND WHICH IS GENERALLY REFERRED TO AS GEOGRAPHIC INFORMATION SYSTEMS OR GIS DATA, HAS BEEN DEVELOPED SOLELY FOR INTERNAL USE BY LICENSOR AND LICENSOR MAKES NO WARRANTIES, REPRESENTATIONS OR GUARANTEES, EITHER EXPRESS OR IMPLIED, AS TO THE COMPLETENESS, ACCURACY, OR CORRECTNESS OF THE DATA AND DOES NOT ACCEPT OR ASSUME ANY LIABILITY ARISING FROM OR FOR ANY INCORRECT, INCOMPLETE, OR MISLEADING DATA PROVIDED PURSUANT TO THIS PURCHASE/REQUEST. THERE ARE NO WARRANTIES AND/OR REPRESENTATIONS, EITHER EXPRESS OR IMPLIED, OF MERCHANTABILITY OR FITNESS OF THE DATA FOR A PARTICULAR PURPOSE OR USE. ALL DATA IS PROVIDED "AS IS."

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by the act(s) of Licensee or its employees and/or agents. The parties hereto agree that any emergency responder that serves the Licensee but is not directly hired by or paid by Licensee is not an employee or agent of the Licensee. Licensor agrees to indemnify and hold harmless the Licensee, its employees and/or agents from any claims, suits, or damages, of any nature, arising out of any intellectual property law(s) or the breach by Licensor of any License Agreement between Licensor and Licensor's provider of any information provided by Licensor to Licensee.

d. This Agreement embodies the entire agreement between the parties. The parties shall not be bound by or liable for any statement, representation, promise, inducement, or understanding of any kind or nature not contained herein. No amendments, changes, modifications of any of the terms and conditions of this Agreement shall be valid unless reduced to writing and signed by the parties. This Agreement is not assignable under any circumstances whatsoever. All of the terms and conditions of this Agreement shall remain in full force and effect and apply to any changes, updates, revisions, or amendments, to the Data which are the subject of this Agreement.

e. Licensee shall immediately notify the Licensor in writing of any and all defects, errors, inaccuracies, or any other problems with the Data discovered by Licensee.

3. All disputes relating to the interpretation, execution and/or non-performance of this License Agreement shall be resolved by a non-jury trial in the York County Court of Common Pleas.

4. The License granted by the Licensor is revocable at any time at the sole discretion of Licensor.

5. This GIS License Agreement shall apply to any and all updates of Data or any additional Data purchased or otherwise received from Licensor in the future.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this _____ day of _____, 200_____.

LICENSEE

**COUNTY OF YORK BY AND
THROUGH ITS AUTHORIZED AGENT**

By: _____

By: _____

(Print Name)

Contact Information

If you have questions about this Agreement, please contact:

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