



## ADAMS COUNTY GIS DATA LICENSE AGREEMENT

The following provisions constitute a license agreement between the Adams County Office of Planning & Development (hereinafter referred to as the "**County**") and the undersigned licensee (hereinafter referred to as the "**Customer**"). The use of this data indicates your acceptance of the terms of the agreement below:

1. The County hereby disclaims any and all liability or responsibility of any nature whatsoever for any damage, injury, loss, claim, or lawsuit arising from any error, inaccuracy or other problem with either the data contained on the digital media or the digital media. The Customer hereby releases the County from all liability, damage, claims, injuries or suits arising from any such error, inaccuracy or problem. Furthermore, the Customer agrees to indemnify the County and their officials and employees from any and all claims, liability, damages, injuries and suits, including court costs and reasonable attorney's fees, arising from the use of the County's GIS data by the Customer or the Customer's employees or assignees.
2. The County's GIS data is provided "as is" and the County expressly disclaims all warranties, express or implied, including warranties as to the accuracy of the data and merchantability and fitness for a particular purpose, and further expressly disclaim responsibility for all incidental, consequential or special damages arising out of or in connection with the use or performance of the data. The Customer acknowledges such disclaimers of warranty and expressly waives all warranties, express or implied, and waives any right or claim for damages incidental, consequential or special, arising out of or in connection with the use or performance of the data.
3. Customers incorporating any Adams County, Pennsylvania GIS data into their products under the terms of this agreement should list ACOPD – GIS Division as the source for the GIS data on all products (including, maps, plans, reports, applications, and displays) where GIS data is used.

IN WITNESS WHEREOF, the County and the Customer have executed the Agreement on the date below:

\_\_\_\_\_  
Customer Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title