

**MARYLAND DEPARTMENT OF PLANNING
MARYLAND HISTORICAL TRUST
Spatial Data Products Order Form and License Agreement**

INSTRUCTIONS: Please fill in the appropriate information, read the License Agreement on page 2, and sign this form to signify your agreement with all terms and conditions. All fees must be prepaid before data will be shipped. Checks must be made out to "GIS/Maryland Historical Trust", R-STARS, or other approved electronic transfers, are an acceptable means of transferring funds between agencies. Cash or credit card orders are not accepted. This order form and fees should be mailed to: Maryland Historical Trust, P.O. Box 43, Crownsville, MD 21032. To insure prompt delivery, please also fax a copy of both pages of the order form to Maureen Kavanagh at (410) 987-4071. You will be contacted regarding the delivery date for your order and confirm the data format.

PURCHASER (LICENSEE) INFORMATION:

Name: _____		
Agency/Company Name: _____		
Address: _____		
City: _____	State: _____	Zip Code: _____
Telephone: _____	Fax: _____	
E-Mail: _____	FTP: _____	
If express shipping is desired, supply FedEx or UPS account number and service desired.		
FedEx: _____	UPS: _____	

REQUESTED DATA:

<i>(Note: unless otherwise specified, all GIS data will be shapefiles in Maryland State Plane NAD83, meters)</i>	
HISTORIC SITES GIS DATA LAYERS	\$ _____
All statewide data comes on one CD (\$128)	
Note: If you are only interested in receiving one or several counties (same price), please indicate below:	
Counties requested: _____	
SCANNED MIHP INVENTORY FORMS (\$100 per DVD)	\$ _____
<ul style="list-style-type: none"> • .PDF format • Forms are current only through June 2004 • Counties are grouped by region 	
<input type="checkbox"/> DVD #1: Garrett, Allegany, Washington	
<input type="checkbox"/> DVD #2: Frederick, Carroll, Howard	
<input type="checkbox"/> DVD #3: St. Mary's, Charles, Calvert, Anne Arundel	
<input type="checkbox"/> DVD #4: Montgomery	
<input type="checkbox"/> DVD #5: Prince George's	
<input type="checkbox"/> DVD #6: Baltimore County, Harford, Cecil	
<input type="checkbox"/> DVD #7: Kent, Queen Anne's, Talbot, Caroline, Dorchester, Somerset, Wicomico, Worcester	
SCANNED USGS TOPOGRAPHIC MAPS	\$ _____
Statewide (available on DVD only, 2 disks, \$270)	
Western Md or Eastern Md may be ordered separately @ \$135 per DVD	
Indicate area: _____	
TOTAL ORDER:	\$ _____

**MARYLAND DEPARTMENT OF PLANNING
MARYLAND HISTORICAL TRUST
SPATIAL DATA PRODUCTS ORDER FORM AND LICENSE AGREEMENT**

THIS AGREEMENT (the "Agreement") is made by the Maryland Historical Trust on behalf of the Maryland Department of Planning (MDP), hereinafter called Licensor, and Purchaser of spatial data identified on page 1 of this Agreement, hereinafter called Licensee.

Under State Government Article, Sections 10-901 et seq., of the Annotated Code of Maryland, Licensor is the owner and/or custodian of geographic information system data also known as spatial data. Licensor may disclose and reproduce spatial data and charge fees for its products and services.

Licensee wants the non-exclusive right to use MDP spatial data listed on page 1 of this Agreement.

IN CONSIDERATION of the mutual covenants and promises contained herein, Licensor and Licensee agree as follows:

1. RIGHTS GRANTED

Licensor grants to Licensee the non-exclusive right to use the licensed products ordered on page 1 of this Agreement until this Agreement is terminated under Condition 6 or otherwise expires.

1.1 License of Spatial Data.

Licensor shall furnish Licensee data on the media in use by Licensor unless Licensee pays in advance for conversion to and purchase of another media readily available to the Licensor.

1.2 Restrictions of Use.

Licensed spatial data are solely for the internal use of the Licensee and not for the use by any other person or entity, unless specifically stated under Purchaser Information on page 1 of this Agreement.

1.3 Permitted Use.

a. **Copies.** Licensee may copy licensed data only for use by the Licensee or for backup purposes and not for use by any other person or entity. The licensed product can not be used by any other person or entity. The licensed product can be used on more than one computer system at any time, provided the systems are owned, leased or controlled by the Licensee.

b. **Derived Products.** Graphic displays and printed tabular listings derived from the licensed data may be used by Licensee in publications and presentations, provided that credit is given to Licensor as the custodian of the data as noted in the metadata citation and credit is also given to the original source of the licensed product if other than the Licensor.

1.4 Prohibited Use.

a. **Unauthorized Distribution.** Any sale, distribution, loan or offering for use of the licensed spatial data, in whole or in part, is prohibited without the expressed prior written approval of the Licensor.

b. **Reproduction of Products.** The reproduction of hardcopy products, as provided by the Licensor, with the intent to sell for a profit is prohibited without the written consent of the Licensor.

2. ROYALTIES AND PAYMENTS

Payment Upon Delivery. Licensee shall pay all License Fees before delivery of the product to Licensee by Licensor.

3. ASSIGNMENT

No Assignment. Licensee may not assign the License without the expressed prior written consent of the Licensor. The permitted assignee shall have all the rights and remedies of the original Licensee, insofar as the same are assignable. Assignment shall be only as a whole and not as a part.

4. INDEMNIFICATION (cross out inapplicable paragraphs)

[Licensee shall hold the Licensor, the State of Maryland, and all its employees and agents harmless from any action, claim, suit, or proceeding arising out of the use of the licensed data in accordance with this Agreement.]

[For Local Government Licenses: Except for damages directly attributable to the fault or negligence of the Licensor, Licensee agrees to indemnify and hold the State, its officers, agents and employees harmless from and against any claims, liabilities, actions, costs or judgments arising out of Licensee's use of the spatial data product covered by this License, but only to the extent provided for in the Local Government Tort Claims Act, Title 5, Subtitle 4, Courts and Judicial Proceedings Article, Annotated Code of Maryland, or as provided for in any other judicially recognized sovereign immunity or limitation of liability in contract or in tort. This indemnification provision shall in no way be deemed a waiver of any rights and immunities the Licensor or Licensee may otherwise have under State or federal law.]

[For Federal Agency Licenses: Except for damages directly attributable to the fault or negligence of the Licensor, Licensee agrees to indemnify and hold the State, its officers, agents, and employees harmless from and against any claims, liabilities, actions, costs or judgments arising out of Licensee's use of the spatial data product covered by this License, but only to the extent to which the Licensee may be liable under federal law or as provided for in any other judicially recognized sovereign immunity or limitation of liability. This indemnification provision shall in no way be deemed a waiver of any rights and immunities the Licensor and Licensee may otherwise have under State or federal law.]

5. WARRANTIES AND LIABILITIES

Neither the Licensor, nor the owner of these data makes any warranty, expressed 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. The information contained in the licensed data is from publicly available sources, but no representation is made as to the accuracy or completeness of the licensed data. Licensor may not be subject to liability for human error, error due to software conversion, defect, or failure of machines, or any material used in the connection with the machines, including tapes, disks, punch cards, and energy. Licensor shall not be liable for any lost profits, consequential damages, or claims against the Licensee by third parties. The liability of the Licensor for any damage, regardless of the form of the action, shall not exceed the license fee paid for the licensed data.

6. TERMINATION

6.1 Causes for Termination. Licensor shall have the right to terminate this Agreement if: a) Licensee attempts to assign its rights without the expressed prior written consent of Licensor; b) Licensee delivers or attempt to deliver the licensed data to another person without the prior written consent of the Licensor; or c) Licensee fails to perform any other of Licensee's obligations under this Agreement.

6.2 Licensee's Obligations Upon Termination. Termination by the Licensor shall not release the Licensee from its obligation to pay any fees owed to Licensor.

7. 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.

8. MERGER

8.1 Acknowledgement. Licensee acknowledges that he/she has read this Agreement and agree 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.

8.2 Authority. Persons whose signatures appear below on behalf of the parties hereto represent that they are authorized to sign this Agreement and represent that the License Agreement is a legal, valid and binding obligation and enforceable in accordance with its terms.

9. ADDITIONAL PROVISIONS

Laws of the State of Maryland. This Agreement shall be governed by the laws of the State of Maryland, and the parties shall be subject 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. 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.

10. SPECIFIC MODIFICATIONS (To be completed by the Licensor if applicable)

____ Check here if additional specific modifications apply to this Agreement. The following specific modifications are expressly incorporated into this Agreement.

Name of Attachment: _____

Number of pages _____ and/or the following express terms and conditions are incorporated.

Licensor Signature: _____

Licensee Signature: _____

Date: _____