

**ITS Training & Request Center
Request for GIS Information**

Name/Organization: _____	Phone: _____
Address: (Street, City, State, ZipCode): _____ _____ _____	
Contact Email Address: _____	
Confirm Request Type: GIS	
DELIVERY METHOD:	
Email Recipient's Email Address(es): _____	
Data file saved to CD CD may be: Picked up in person at One Montgomery Plaza / Suite 808, Norristown, PA; mailed via USPS; or shipped by Courier service based on customer request and providing customer account number for billing purposes.	
Shipping / Mailing Instructions:	
Customer Pickup Material mailed via USPS Special Mailing (Customer Courier Service) _____ Acct# _____	
DISCLAIMER OF WARRANTIES, RELEASE, COVENANT NOT TO SUE, AND INDEMNIFICATION The County of Montgomery makes no express or implied warranties, including no warranties of merchantability or fitness for a particular purpose, with regard to this sale of data or other information. In partial consideration for this sale, the Buyer releases and covenants not to sue the County or its officers, agents, servants and employees for any damages it may incur as a direct or indirect result of this sale, or as a direct or indirect result of its use or dissemination of the data and information purchased from the County; and the Buyer agrees and covenants to indemnify and hold harmless the County and its officers, agents, servants and employees from any claims, causes of action, suits, judgments, attorneys fees and costs which may be asserted, brought or entered by any person or persons as a direct or indirect result of this sale or of the use of the data and information which is the subject matter of this sale.	
REQUESTS BY GOVERNMENT AGENCIES AND NON-PROFIT ORGANIZATIONS All government agencies or non-profit organizations eligible for discounted pricing under the Department of Information and Technology Solutions Pricing Policy (the "Pricing Policy) must provide proof of qualification for said pricing. Moreover all government agencies or non-profit organizations who obtain information from the County at the discounted pricing pursuant to the terms of the Pricing Policy understand and agree that they are strictly prohibited from reselling any data provided by the County.	
DESCRIPTION: Provide a list of municipalities requested	
Requestor's Signature (Required): _____ Date: _____	
I read and agree to the Disclaimer of Warranties, Release, Covenant Not to Sue, and indemnification clause above. *Must be checked before submitting.* Please fax the completed and signed this 6-page form to (610) 270-0229, or email to DataRequests@Montcopa.org	

DIGITAL DATA LICENSE AGREEMENT

THIS AGREEMENT, entered into this _____ day of _____, 2018 by and Between COUNTY OF MONTGOMERY (hereinafter referred to as “MONTGOMERY”) Court House, Norristown, Pennsylvania 19404 and _____ (hereinafter referred to as “USER”).

WHEREAS, the USER desires to license Digital Data (“DATA”) from MONTGOMERY; and

WHEREAS, MONTGOMERY either owns or has the right to market and is willing to license such DATA to USER,

NOW, THEREFORE, in consideration of the foregoing premises and the mutual covenants herein contained, MONTGOMERY and USER hereby agree as follows:

1. PRODUCT

1.1 This License applies to the product(s) delivered as a result of USER’s request.

2. LICENSE

2.1 For and in consideration of the USER’s covenant to make payments, as determined by MONTGOMERY, and the performance of the other covenants and obligations of the USER hereunder, MONTGOMERY hereby conveys to the USER a nonexclusive license to use the DATA.

3. DELIVERY OF PRODUCTS

3.1 MONTGOMERY shall furnish USER on or about a mutually agreed upon data, the then current version of the DATA on a medium determined by MONTGOMERY for use on the computer system designated by USER (“Designated Computer System”).

4. EFFECTIVE DATE AND TERMINATION

4.1 This License shall commence upon receipt by USER of DATA following the execution of this agreement by both parties. This License shall continue in effect until terminated by either party. USER may terminate this License at any time by sending the DATA together with all copies and merged portions of any form to MONTGOMERY. Failure to comply with any term or covenant contained in the Agreement may, at MONTGOMERY’s option, result in termination and USER agrees to forward all originals, copies, or merged DATA to MONTGOMERY.

5. PERMISSION TO COPY, MODIFY, AND USE

- 5.1 Any DATA furnished by MONTGOMERY may not be copied in whole or in part by USER, except that USER may copy the DATA into any machine for backup purposes in support of the program on the Designated Computer System. USER agrees that the original copy of DATA furnished by MONTGOMERY and all copies thereof made by the USER and/or modified versions issuing from these original source programs and files are and shall remain the sole property of MONTGOMERY. USER shall provide a copy of said modified versions to MONTGOMERY if requested.
- 5.2 An original or a copy of the DATA may be kept in storage at a location separate from that of the Designated Computer System. USER will be responsible for security and privacy of all DATA provided by MONTGOMERY regardless of location.
- 5.3 USER shall have the right to modify any DATA supplied by MONTGOMERY for USER's use under this License, and may combine such with other programs or material to form and update work. Provided, however, upon discontinuance or termination of rights granted under this License, the licensed DATA supplied by MONTGOMERY shall be completely removed from the updated work and all of such licensed DATA, copies thereof (in whole or in part) and related materials shall be returned to MONTGOMERY or disposed of in accordance with written instructions from MONTGOMERY.
- 5.4 This License will automatically terminate if USER transfers possession of any copy or merged or modified portion of the DATA to another party without MONTGOMERY's prior written consent. MONTGOMERY assumes no responsibility for DATA or program products that are combined with program products not developed by MONTGOMERY.
- 5.5 USER agrees to defend, indemnify, and hold harmless MONTGOMERY from and against any and all claims, suits, judgments, and demands whatsoever, with respect to any claim arising out of USER's use of the DATA.
- 5.6 If MONTGOMERY agrees to provide USER with the DATA free of charge as part of a project which the USER is undertaking, through a contract or agreement (direct or indirect) for the benefit of MONTGOMERY (as determined by MONTGOMERY) the USER shall only use the DATA for that specific project and shall promptly return all DATA and copies to MONTGOMERY at the completion of the project.

6. PROTECTION AND SECURITY

- 6.1 USER agrees not to disclose, publish, release, transfer, or otherwise make available any DATA, in any form, to any agent or person other than USER's or MONTGOMERY's employees for use solely in their employment relationships, without prior written consent from MONTGOMERY. The one and only exception to this prohibition is the viewing of "Base Map" DATA on the Internet or World Wide Web. "Base Map" DATA is hereby defined as roads, hydrology, municipal boundaries and the labels associated with these features. "Base Map" DATA DOES NOT include property lines, zoning, or land use. MONTGOMERY will permit the viewing of "Base Map" DATA from a USER's Internet or World Wide Web site. However, the USER must prevent those viewing the "Base Map" DATA from downloading the "Base Map" DATA. USER also agrees that the DATA is the property of and proprietary to MONTGOMERY and agrees to protect the DATA or any part thereof from unauthorized disclosure by its agents, employees, or customers.

- 6.2 USER may not disclose, publish, release, transfer, or otherwise make available the DATA to any hired agents or professionals with the exception of such DATA in that agents' or professionals' capacity in serving its employment relationship with the USER.
- 6.3 USER shall be permitted, unless otherwise prohibited by MONTGOMERY, to disclose, publish, release, transfer, or otherwise make available a printed map made from the DATA, provided USER includes on any such printed map all of the notes and disclaimers included on the DATA.

7. LIMITED WARRANTY

- 7.1 MONTGOMERY has collected and is maintaining this DATA to meet the accuracy requirements of a broad scale land information system. All attempts were made to maintain relative accuracy using the available sources of information. MONTGOMERY cannot guarantee the accuracy of all sources. Therefore, the level of accuracy is deemed adequate for regional planning purposes and not for surveying purposes. By signing this agreement, the USER understands the purpose and limitations of the DATA, whether or not a disclaimer is part of the DATA.
- 7.2 No representation or other affirmation of fact, including but not limited to statements regarding capacity, suitability for use, or performance of the DATA shall be or be deemed to be a warranty by MONTGOMERY for any purpose, nor give rise to any liability or obligation of MONTGOMERY whatsoever.
- 7.3 Except as specifically provided in this Agreement, there are no other warranties, express or implied, including but not limited to any implied warranties of merchantability or fitness for a particular purpose.
- 7.4 USER's sole and exclusive remedy for breach of this limited warranty will be to return the DATA within 60 days of receipt to MONTGOMERY and request either a refund, replacement, or repair of DATA.

8. ASSIGNMENT AND TRANSFER

- 8.1 USER may not assign, sublicense, or transfer any of their rights under this Agreement. Any attempt by USER to assign, sublicense, or transfer, any of its rights under their Agreement may, at MONTGOMERY's option, result in termination.

9. MAINTENANCE OF DIGITAL DATA

- 9.1 If and when MONTGOMERY has prepared an update of the licensed DATA, MONTGOMERY will supply upon USER's request, said update of the licensed DATA for an additional fee, determined by MONTGOMERY, upon execution of a written amendment to this agreement.

10. MODIFICATIONS

- 10.1 No modification or amendment of this Agreement and no waiver of any provision shall be valid unless in writing and signed by duly authorized representatives of the parties. Any written order or other instrument issued by USER before or after the effective date of this Agreement pertaining to the equipment or services provided under this Agreement shall be void, except as otherwise provided in this Agreement.

11. RETURN ON TERMINATION

11.1 Within 30 days after the termination or cancellation of a license granted hereunder, USER shall deliver to MONTGOMERY the DATA and related material related to such DATA and all copies thereof in whichever form, including partial copies which may have been modified by USER or MONTGOMERY.

12. LIMITATION OF LIABILITY

12.1 In no event shall MONTGOMERY be liable to USER or to any third party loss of profit, indirect, special or consequential damages, caused by delay in delivery, operation use, installation, or furnishing of the DATA or services under this Agreement, nor for any USER made modifications to the Montgomery County System.

13. ORTHO PHOTOGRAPHY

13.1 MONTGOMERY has the authority to release digital ortho photography for Montgomery County only from the Delaware Valley Regional Planning Commission (DVRPC) limited only in certain circumstances and in compliance with specific conditions. If the USER’s project requires the use of ortho photography, and MONTGOMERY has agreed to provide such digital ortho photography through this license agreement, the USER agrees to all of the terms of this agreement, and also agrees to the terms of the attached “Release and Disclaimer” form for the ortho photographs (attachment #2) which must be signed and is hereby made a part of this agreement.

14. MISCELLANEOUS

14.1 The license granted hereunder shall not be deemed to include or extend to any other software or other licensed programs of MONTGOMERY or any part thereof, heretofore, or hereafter released by MONTGOMERY.

14.2 No action arising out of any claim breach of this Agreement or transaction under this Agreement may be brought by either party more than two years after the cause of action as accrued.

14.3 The laws of the Commonwealth of Pennsylvania shall govern as to the interpretation, validity, and effect of this Agreement.

THIS AGREEMENT, constitutes the entire agreement, understanding and representations, express or implied, between the USER and MONTGOMERY with respect to the equipment and services, and supersedes all prior communications including all oral and written proposals.

MONTGOMERY COUNTY:

By: _____

ATTEST

USER:

By: _____

WITNESS (seal)

DISCLAIMER OF WARRANTIES, COVENANT NOT TO SUE AND INDEMNIFICATION

The County of Montgomery makes no express or implied warranties, including no warranties of merchantability or fitness for a particular purpose, with regard to this sale, of data or other information.

In partial consideration for this sale the Buyer covenants not to sue the County or its officers, agents, servants and employees for any damage it may incur as a direct or indirect result of this sale, or as a direct or indirect result of its use or dissemination of the data and information purchased from by the County; and the Buyer agrees and covenants to indemnify and hold harmless the County and its officers, agents servants and employees from any claims, causes of action, suits, judgments, attorneys fees and costs which may be asserted, brought or entered by any person or persons as a direct or indirect result of this sale or of the use of the data and information which is the subject matter of this sale.