



**LIBERTY COUNTY GIS DATA
LICENSE AGREEMENT**
(Liberty County, Georgia)

To be completed by County Staff:

License Type/Fee: _____ / _____
License No.: _____
Reviewing Employee: _____

THIS LIBERTY COUNTY GIS DATA LICENSE AGREEMENT (this "**Agreement**") is made and entered into as of the Effective Date (as defined below), by and between **LIBERTY COUNTY, GEORGIA**, a political subdivision of the State of Georgia (the "**County**"), and the below described Person(s) ("**Licensee**"):

Licensee (full and exact legal name): _____

an individual(s) a corporation a partnership a limited liability company Other:

If not a natural person, State of formation: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone/Facsimile Nos.: _____ / _____

Email Address: _____

In the event more than one Person signs as Licensee (or is indicated above as Licensee), reference to "Licensee" herein shall refer to all such Persons collectively and all of the same shall be liable and bound hereunder jointly and severally.

WITNESSETH:

WHEREAS, the County has developed and maintains a geographic information system ("**GIS**") and related data, which it is authorized to license to members of the public pursuant to O.C.G.A. § 50-29-2; and

WHEREAS, Licensee wishes to obtain, and the County is willing to grant to Licensee, a limited license to certain GIS Data (as defined below) for Licensee's internal use, subject to the terms and conditions set forth in this Agreement.

NOW THEREFORE, incorporating the foregoing recitals, and in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby expressly acknowledged, the County and Licensee hereby agree, covenant, and bind themselves as follows:

1. Grant of License.

(a) Nonexclusive, Non-Assignable, Non-Transferable License. As of the Effective Date, and subject to the terms and conditions of this Agreement, the County grants Licensee a nonexclusive license to use the GIS Data solely for internal use by the Licensee. This is a limited use license, which may not be transferred, sold, assigned, leased, or sub-licensed. As used in this Agreement, the term "**GIS Data**" shall be broadly defined and interpreted to mean that portion or product of the electronic database maintained and used by the County to produce GIS maps for areas within its jurisdiction, as well as attribute data and digital aerial imagery relating thereto, as may be identified on page one of this Agreement maintained by the County and referenced hereinabove. The license granted herein shall not extend to any future corrections, updates, editions,

supplements, or other iterations of the GIS Data, but is limited to the GIS Data as it exists and is delivered by the County to Licensee as of the Effective Date.

(b) No Sale; Proprietary Rights. This Agreement does not constitute a sale of any title or interest in any GIS Data, but grants merely a nonexclusive license as conditioned herein, and no additional or supplementary interests, licensees, or rights to the GIS Data shall be implied hereunder. Licensee expressly acknowledges that the County is the sole owner of all right, title, and interest in and to the GIS Data (as well as in any modification thereof, derived work, or work-in-progress relating thereto), including all intellectual property rights and proprietary interests of whatever kind therein.

(c) Third-Party Software. Any third-party software that may enable or otherwise accompany, be embedded in, or form a component part of the GIS Data (the “**Third-Party Software**”) is provided to Licensee without warranty of any kind and is subject to the terms of all any and all license agreements, intellectual property rights, and proprietary interests applicable to said Third-Party Software. Licensee represents and warrants that Licensee has the right to receive and use any and all Third-Party Software, and shall (and does hereby) fully assume any and all costs, fees, or expenses associated therewith. Licensee further acknowledges and agrees that all right, title, and interest of whatever kind in and to the Third-Party Software is reserved and shall remain with the responsible third party software provider, and that such third parties may enforce their rights against Licensee directly in their own name.

2. No Further Obligations of County; Licensee Responsibilities.

(a) No Continuing County Obligation. This Agreement obligates the County to furnish to Licensee the GIS Data on a one time basis and without warranty or further assistance of any kind. The County shall have no other obligations or duties of whatever kind to Licensee hereunder or with respect to the GIS Data. Without limiting the foregoing, the County shall not provide interpretive, tutorial, technical, software, or other support services of any kind, and shall be under no obligation to correct or remedy errors, defects, or omissions or furnish updates or supplements to the GIS Data (or notify Licensee of the need to correct any such errors, defects, or omissions or the existence of any updates or supplements). Rather, Licensee, at its own cost and expense, shall provide all necessary hardware, software, expertise, and equipment needed to access and use the GIS Data.

(b) Licensee shall take reasonable precautions to protect the security and integrity of the GIS Data and to prevent unauthorized access, use, or duplication of the GIS Data or any part thereof by third parties. Reasonable precautions include those Licensee or any prudent and reasonable Person would take to protect its own proprietary software, hardware, or information. The replacement of any lost, stolen, damaged, or destroyed GIS Data shall be at the sole cost of Licensee.

(c) Licensee acknowledges and agrees that the GIS Data is developed and maintained solely for the County’s government functions and is not intended for any other use. Accordingly, Licensee assumes sole responsibility and liability for its use, application, and interpretation of the GIS Data and any products or information derived therefrom.

(d) Licensee shall comply with any and all requirements which may now or hereafter be imposed by O.C.G.A. § 50-29-2 or any successor or companion state statute, as the same may be amended or interpreted by decisional authority, governing the licensing or use of GIS Data.

3. Uses of GIS Data. Licensee shall not use the GIS Data in any manner or for any purpose not expressly and specifically authorized by this Agreement. Without limiting the generality of the foregoing, and in addition to all other provisions in this Agreement, the following restrictions and conditions shall apply.

(a) The GIS Data shall be used by Licensee for its internal use only, but may be installed on any computer(s) owned by Licensee required for such internal use.

(b) GIS Data may not be duplicated by Licensee, in whole or in part; provided, however, that Licensee may duplicate the GIS Data for purposes of back-up and archival purposes only. Furthermore, Licensee shall not disclose, publish, sell, assign, lease, sublicense, market, distribute, loan, offer, or transfer the GIS Data,

or any portion thereof, to any Person. Any unauthorized distribution of GIS Data, or any GIS Data derived products, is prohibited. Without limiting the foregoing, in no event shall Licensee use the GIS Data to operate a service bureau, nor shall Licensee engage in any processing of the GIS Data for other Persons.

(c) Licensee shall not alter, augment, or remove any copyright or proprietary notice contained in or on the GIS Data, and the absence of any such copyright or other notice in or on the GIS Data furnished to Licensee shall in no way diminish or impair the right, title, and interest of the County in and to the GIS Data.

4. Risk Assumed by Licensee; Warranties Disclaimed.

(a) Risk Assumed by Licensee. Licensee acknowledges that the GIS Data is complex, not the result of comprehensive site-specific field surveys, and that it may contain nonconformities, omissions, defects, or errors, and that the County assumes no obligation of any kind for correcting, updating, revising or remedying any such nonconformities, omissions, defects, or errors (or notifying Licensee of the existence thereof), whether or not Licensee advises the County of the existence of the same. Licensee is further advised that GIS Data is dynamic and the data elements are periodically updated. Work derived from outdated GIS databases could be incomplete and contain errors (in addition to those errors and omissions inherent or otherwise present in the GIS Data). For this reason, the use of updated data is recommended (it being acknowledged that Licensee is solely responsible for obtaining updated data, and that the County shall have no obligation or responsibility to notify Licensee of any such update(s)). **FURTHERMORE, LICENSEE ACKNOWLEDGES THAT IT IS NOT RELYING ON ANY REPRESENTATIONS, WARRANTIES OR INDUCEMENTS OF THE COUNTY OR THE COUNTY'S AGENTS, CONTRACTORS, OFFICIALS, REPRESENTATIVES, OR EMPLOYEES WITH RESPECT TO THE GIS DATA, THIRD-PARTY SOFTWARE, OR ANY INFORMATION OR DATA CONTAINED THEREIN OR DERIVED THEREFROM, OR ANY OTHER MATTER PERTAINING THERETO. ACCORDINGLY, LICENSEE ASSUMES SOLE RESPONSIBILITY AND RISK FOR ANY USE OR RELIANCE UPON THE GIS DATA, THE THIRD-PARTY SOFTWARE, OR ANY INFORMATION OR DATA CONTAINED THEREIN OR DERIVED THEREFROM, OR ANY OTHER MATTER PERTAINING THERETO. WITHOUT LIMITING THE FOREGOING, LICENSEE EXPRESSLY ACKNOWLEDGES THAT IT IS SOLELY RESPONSIBLE FOR ENSURING THE ACCURACY, CURRENCY, COMPLETENESS, NONINFRINGEMENT, AND OTHER QUALITIES OF THE GIS DATA, THIRD-PARTY SOFTWARE, OR ANY INFORMATION OR DATA CONTAINED THEREON OR DERIVED THEREFROM.** Any and all updated GIS Data hereafter furnished to Licensee shall be subject to the terms and conditions of this Agreement, including the disclaimers, releases, and indemnifications contained in this paragraph 4 hereof. The provisions of this paragraph shall indefinitely survive the termination of this Agreement.

Initials of Licensee (or its authorized representative): _____

(b) Warranties Disclaimed. **THE GIS DATA, THIRD-PARTY SOFTWARE, AND ANY INFORMATION AND DATA CONTAINED THEREON OR DERIVED THEREFROM IS PROVIDED TO LICENSEE ON AN "AS IS", "WITH ALL FAULTS", AND "AS AVAILABLE" BASIS, WITHOUT REPRESENTATION, GUARANTY, OR WARRANTY OF ANY KIND, INCLUDING, WITHOUT LIMITATION, REPRESENTATIONS, GUARANTIES, OR WARRANTIES THAT SAID GIS DATA, THIRD-PARTY SOFTWARE, AND ANY INFORMATION OR DATA CONTAINED THEREON OR DERIVED THEREFROM (I) IS FACTUALLY OR LEGALLY ACCURATE, AUTHENTIC, RELIABLE, ADEQUATE, CURRENT, OR COMPLETE; (II) WILL MEET LICENSEE'S REQUIREMENTS OR EXPECTATIONS; OR (III) WILL BE FREE FROM ERROR OR OMISSION, OR THAT ANY ERRORS OR OMISSIONS WILL BE IDENTIFIED OR CORRECTED. THE COUNTY DISCLAIMS ALL WARRANTIES AND GUARANTIES OF WHATEVER KIND, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, QUALITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT, AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED FROM THE COUNTY OR ELSEWHERE WILL CREATE ANY WARRANTY OR GUARANTY NOT EXPRESSLY STATED IN THIS AGREEMENT. THE PROVISIONS OF THIS PARAGRAPH SHALL INDEFINITELY SURVIVE THE TERMINATION OF THIS AGREEMENT.**

Initials of Licensee (or its authorized representative): _____

5. Release and Indemnification in Favor of County.

(a) Release in Favor of County. **IN ADDITION TO, AND NOT IN LIMITATION OF, ANY AND ALL OTHER RELEASES, INDEMNIFICATIONS, DISCLAIMERS, WAIVERS, AND OTHER PROTECTIONS AFFORDED**

HEREUNDER OR ELSEWHERE TO THE COUNTY, ITS AFFILIATED BOARDS, DEPARTMENTS, AND BODIES, OR ANY OF THEIR RESPECTIVE OFFICERS, OFFICIALS, MEMBERS, EMPLOYEES, REPRESENTATIVES, AGENTS, OR CONTRACTORS (COLLECTIVELY, THE "COUNTY RELEASED PARTIES"), LICENSEE HEREBY UNCONDITIONALLY, IMMEDIATELY, AND ABSOLUTELY (I) RELEASES, ACQUITS, AND FOREVER DISCHARGES THE COUNTY RELEASED PARTIES FROM ANY AND ALL CLAIMS, SUITS, LIENS, LOSSES, CAUSES OF ACTION, DEMANDS, DAMAGES, COSTS AND EXPENSES, AND OTHER LIABILITIES OF ANY KIND, CHARACTER, AMOUNT, OR NATURE WHATSOEVER, KNOWN OR UNKNOWN, FIXED OR CONTINGENT, THAT LICENSEE MAY NOW OR HEREAFTER HAVE OR CLAIM TO HAVE AGAINST THE COUNTY RELEASED PARTIES, OR ANY OR ALL OF THE SAME, ARISING FROM OR RELATED TO, DIRECTLY OR INDIRECTLY, THIS AGREEMENT, THE GIS DATA, THIRD-PARTY SOFTWARE, OR ANY INFORMATION OR DATA CONTAINED THEREIN OR DERIVED THEREFROM, OR ANY OTHER MATTER PERTAINING THERETO, INCLUDING, WITHOUT LIMITATION, (A) ANY ERRORS, OMISSIONS, OR INACCURACIES IN THE GIS DATA OR OTHER INFORMATION OR OTHER CONTENT PROVIDED REGARDLESS OF HOW CAUSED; AND (B) ANY DECISION MADE OR ACTION TAKEN BY ANY PERSON IN RELIANCE ON ANY SUCH GIS DATA OR OTHER INFORMATION OR CONTENT PROVIDED (COLLECTIVELY, THE "RELEASED CLAIMS"); AND (II) AGREES FOREVER TO REFRAIN FROM COMMENCING, INSTITUTING, OR PROSECUTING ANY LAWSUIT, COUNTERCLAIM, ACTION, OR OTHER CLAIM OR PROCEEDING AGAINST THE COUNTY RELEASED PARTIES, OR ANY ONE OR MORE OF THE SAME, WITH RESPECT TO ANY OR ALL OF THE RELEASED CLAIMS. THE PROVISIONS OF THIS PARAGRAPH SHALL INDEFINITELY SURVIVE THE TERMINATION OF THIS AGREEMENT.

Initials of Licensee (or its authorized representative): _____

(b) Indemnification in Favor of County. IN ADDITION TO, AND NOT IN LIMITATION OF, ANY AND ALL OTHER RELEASES, INDEMNIFICATIONS, DISCLAIMERS, WAIVERS, AND OTHER PROTECTIONS AFFORDED HEREUNDER OR ELSEWHERE TO ANY OR ALL OF THE COUNTY RELEASED PARTIES, LICENSEE HEREBY AGREES TO FULLY PROTECT, DEFEND, INDEMNIFY AND SAVE THE COUNTY RELEASED PARTIES, AND EACH OF THEM, HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, SUITS, PROCEEDINGS, DAMAGES, DEMANDS, PENALTIES, LOSSES, JUDGMENTS, COSTS AND EXPENSES (INCLUDING BUT NOT LIMITED TO LITIGATION EXPENSES AND REASONABLE ATTORNEYS' FEES), AND OTHER LIABILITIES OF EVERY KIND AND NATURE, WHETHER KNOWN OR UNKNOWN, ARISING FROM OR RELATING TO, EITHER DIRECTLY OR INDIRECTLY, ANY BREACH, VIOLATION OR NONPERFORMANCE OF THIS AGREEMENT ON THE PART OF LICENSEE OR ITS EMPLOYEES, REPRESENTATIVES, AGENTS, OR THE FAILURE OF ANY REPRESENTATION OR WARRANTY MADE BY LICENSEE HEREIN TO BE COMPLETELY TRUE AND ACCURATE. IN CASE ANY ACTION OR PROCEEDING IS BROUGHT AGAINST THE COUNTY RELEASED PARTIES, OR ANY ONE OR MORE OF THEM, BY REASON OF ANY SUCH CLAIMS, LICENSEE COVENANTS TO RESIST OR DEFEND SUCH ACTION OR PROCEEDING (AS INSTRUCTED BY THE COUNTY) BY AND THROUGH COUNSEL FULLY SATISFACTORY TO THE COUNTY. THE OBLIGATIONS OF LICENSEE CONTAINED IN THIS PARAGRAPH SHALL INDEFINITELY SURVIVE THE TERMINATION OF THIS AGREEMENT.

Initials of Licensee (or its authorized representative): _____

(c) Sovereign and Official Immunity Preserved. By entering into and performing the terms of this Agreement, none of the County Released Parties does in any way waive or otherwise impair their sovereign or official immunity from suit, and no actions taken by any of the County Released Parties in the future (or which any of the County Released Parties fails to take) shall be deemed to so waive or impair said immunity, and none of the County Released Parties shall in any event be estopped from asserting said sovereign or official immunity to the fullest extent granted by the Constitution and laws of the State of Georgia. Moreover, the doctrine(s) of sovereign and official immunity shall in no event be deemed to limit, restrict, or impair (to the disadvantage of any of the County Released Parties), the releases, waivers, indemnities, limitations, and other protections afforded to the County Released Parties, or any one or more of them, under this Agreement. The provisions of this paragraph shall indefinitely survive the termination of this Agreement.

6. Limitation of Liability; Sole and Exclusive Remedy.
IN NO EVENT WILL ANY OF THE COUNTY RELEASED PARTIES BE LIABLE TO LICENSEE OR ANY OTHER PERSON FOR ANY GENERAL, SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE OR OTHER DAMAGES OF WHATEVER KIND OR AMOUNT, INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOST DATA, LOST PROFITS, LOSS OF GOODWILL, LOST REVENUE, SERVICE INTERRUPTION, COMPUTER DAMAGE OR SYSTEM FAILURE, OR COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, ARISING OUT OF OR RELATED TO, DIRECTLY OR

INDIRECTLY, THIS AGREEMENT, THE GIS DATA, THIRD-PARTY SOFTWARE, OR ANY INFORMATION OR DATA CONTAINED THEREIN OR DERIVED THEREFROM, OR ANY OTHER MATTER PERTAINING THERETO, UNDER ANY THEORY OF LIABILITY, INCLUDING BUT NOT LIMITED TO CONTRACT, IMPLIED WARRANTY, OR TORT (INCLUDING PRODUCTS LIABILITY, STRICT LIABILITY, NEGLIGENCE, OR NUISANCE), AND WHETHER OR NOT ANY OF THE COUNTY RELEASED PARTIES WERE OR SHOULD HAVE BEEN AWARE OR ADVISED OF THE POSSIBILITY OF SUCH DAMAGE AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED OR EXCLUSIVE REMEDY PROVIDED HEREIN. WITHOUT IN ANY WAY LIMITNG THE FOREGOING (AND ASSUMING FOR PURPOSES OF THIS SENTENCE INTER ALIA THE UNENFORCEABILITY OF THE FOREGOING OR ITS INABILITY TO BAR A SPECIFIC CLAIM FOR DAMAGES AGAINST ANY OF THE COUNTY RELEASED PARTIES), IN NO EVENT SHALL THE COUNTY RELEASED PARTIES' AGGREGATE LIABILITY FOR ANY CLAIM ARISING OUT OF OR RELATED TO, DIRECTLY OR INDIRECTLY, THIS AGREEMENT, THE GIS DATA, THIRD-PARTY SOFTWARE, OR ANY INFORMATION OR DATA CONTAINED THEREIN OR DERIVED THEREFROM, OR ANY OHTER MATTER PERTAINING THERETO, EXCEED THE AMOUNT PAID, IF ANY, BY LICENSEE FOR THE GIS DATA UNDER THIS AGREEMENT. RATHER, LICENSEE'S SOLE AND EXCLUSIVE RIGHT OR REMEDY AS TO THE COUNTY RELEASED PARTIES, OR ANY ONE OR MORE OF THEM, WITH RESPECT TO THIS AGREEMENT, THE GIS DATA, THIRD-PARTY SOFTWARE, OR ANY INFORMATION OR DATA CONTAINED THEREIN OR DERIVED THEREFROM, OR ANY MATTER PERTIANING THERETO, SHALL BE TO UNINSTALL AND CEASE USE OF SAID GIS DATA. EXCEPT FOR THE SOLE AND EXCLUSIVE REMEDY PROVIDED IN THE IMMEDIATELY PRECEDING SENTENCE, LICENSEE FOREVER WAIVES AND RELINQUISHES ANY CLAIM, RIGHT, OR REMEDY AT LAW OR IN EQUITY IT MAY NOW OR HEREFATER HAVE AGAINST ANY OF THE COUNTY RELEASED PARTIES ARISING OUT OF OR RELATED TO, DIRECTLY OR INDIRECTLY, THIS AGREEMENT, THE GIS DATA, THIRD-PARTY SOFTWARE, OR ANY INFORMATION OR DATA CONTAINED THEREIN OR DERIVED THEREFROM, OR OTHER MATTER PERTIANING THERETO. THE PROVISIONS OF THIS PARAGRAPH SHALL INDEFINITELY SURVIVE THE TERMINATION OF THIS AGREEMENT.

Initials of Licensee (or its authorized representative): _____

7. Term and Termination. The nonexclusive license granted hereunder shall continue until such time as it is terminated by either party. Without limiting other remedies at law or in equity, and in the event Licensee fails to fully and strictly perform and observe the terms of this Agreement (as determined by the County Administrator or his designee), the County shall have the right to terminate this Agreement immediately by furnishing notice of such termination (and the reasons therefor) to Licensee. Furthermore, Licensee acknowledges that the County has the right to modify or discontinue its GIS licensing program (and to likewise terminate this Agreement) at any time whatsoever, without prior written notice to Licensee or any obligation to modify, replace, or make any refund with respect the GIS Data previously delivered to Licensee hereunder. Immediately upon termination of this Agreement, Licensee shall discontinue use of the GIS Data and delete from its computers, workstations, and other storage devices all copies of all or any portions of the GIS Data which are in its possession, custody, or control. Notwithstanding the termination of this Agreement for any reason, those provisions which are specifically intended to survive the termination of this Agreement (including, without limitation, paragraphs 4(a), 4(b), 5(a), 5(b), 5(c), 6, 11(k), and 11(n)) shall survive the termination of this Agreement and remain fully effective in accordance with their terms.

8. Payment of License Fee. Licensee shall pay a one-time fee for the license granted herein as set forth on the first page of this Agreement. Said fee shall be paid in full upon Licensee's execution and delivery of this Agreement in immediately available U.S. funds as may be required by the County (e.g. cashier's check, money order, etc.). This fee is based upon the actual development cost of creating or providing the GIS so as to enable the County to recover a reasonable portion of the costs associated with building and maintaining the same, as well as the cost of time, equipment, and personnel in its creation, purchase, development, production, and update. Note: The fee noted above is an interim fee calculated based on the County's current best information. Such interim fees are pending review and any future license fee(s) assessed by the County may be increased or adjusted following such review or the receipt of additional information or reevaluation of existing information.

9. Delivery of GIS Data. The County shall make a copy of the GIS Data available to Licensee as soon as reasonably practicable given its other operational demands, and generally within fifteen (15) calendar days from the Effective Date. Delivery of the GIS Data is contingent upon advance payment or payment at the time the GIS Data is made available to Licensee and satisfaction of any and all other terms and conditions of this

Agreement. The County shall in no event be liable for any damages or penalty for delay in delivery or for failure to give notice of delay in delivery.

10. Representations and Warranties of Licensee. Licensee represents and warrants to the County that (all of which shall be deemed independently material notwithstanding any inspection, prior knowledge, or other inquiry by Lender or its agents):

(a) Power, Authorization, and Validity. If not a natural person, (i) Licensee is a corporation, limited liability company, or other legal entity duly formed and existing under the laws of the State of Georgia (or such other state where it was formed) as noted on page 1 of this Agreement, and has all requisite power and authority to enter into and perform its obligations under this Agreement; (ii) this Agreement and the performance of and compliance with all of the provisions hereof on the part of Licensee (A) are within the power, legal right, and authority of Licensee; (B) have been duly authorized by all necessary and appropriate action on the part of Licensee; (C) have been duly executed and delivered on the part of Licensee; (C) are legal, binding, and valid as to Licensee; and (iii) the individual(s) signing this Agreement on behalf of Licensee has or have the right, legal power and actual authority to bind Licensee to the terms and conditions of this Agreement.

(b) Voluntary Agreement. Licensee (a) has had the opportunity to seek the advice of legal counsel as to their rights and responsibilities under this Agreement and of the legal effect thereof; (b) has read and fully understand the contents of this Agreement, and has voluntarily executed this Agreement free from duress, impairment, or undue influence of any kind; and (c) has made such independent review and evaluation, as well as all other decisions pertaining to the execution and delivery of this Agreement, without any reliance upon any oral or written representation, warranty, advice, or analysis of any kind whatsoever from County or its officials, contractors, representatives, or agents, however obtained.

In support of the foregoing, Licensee shall furnish to County prior to its receipt of the GIS Data such evidence or documents as may be required by legal counsel for County confirming that all of Licensee's representations and warranties set forth in this Agreement are true and correct, including, without limitation, such resolutions, agreements, or other documents evidencing the organizational standing and status of Licensee, and the authority of the person or persons who are executing the various documents on behalf of Licensee in connection with this Agreement.

11. Miscellaneous.

(a) No Third-Party Beneficiaries. This Agreement is made between and limited to the County and Licensee, and no other Person shall be considered a third-party beneficiary by virtue of this Agreement or otherwise entitled to enforce the terms of this Agreement for any reason whatsoever, except that the other County Released Parties (as defined herein) shall be entitled to the protections provided herein.

(b) No Assignment by Licensee. Licensee shall under no circumstances assign, hypothecate, encumber or otherwise transfer this Agreement or any interest, obligation, responsibility, license, or right hereunder. Without limiting the foregoing, the above restriction on assignments and transfers shall apply to assignments and transfers by operation of law, as well as by contract, merger, or consolidation.

(c) Neutral Construction; Exhibits. The parties hereto acknowledge that this Agreement was jointly reviewed by them, and therefore no provision of this Agreement shall be construed against either party by any Court or other judicial or arbitral body by reason of such party's being deemed to have drafted or structured such provision. Any exhibits referred to herein and attached hereto, or to be attached hereto, are incorporated herein to the same extent as if set forth in full herein.

(d) Interpretation. All references to sections, schedules and exhibits are to sections, schedules and exhibits in or to this Agreement unless otherwise specified. Unless otherwise specified, the words "hereof," "herein" and "hereunder" and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement, and "include" or "including" shall mean including without limitation. "Person" means an individual, partnership, corporation, trust, unincorporated association, limited liability company, joint venture or other entity of whatever nature or description. Unless otherwise

specified, all meanings attributed to defined terms herein shall be equally applicable to both the singular and plural forms of the terms so defined. Whenever the context requires, each gender shall include all other genders. In the event that any date or any period provided for in this Agreement shall end on a day that is not a business day (i.e. any day other than a Saturday, Sunday or other day on which commercial banks in Hinesville, Georgia are authorized or required to be closed), the applicable date or period shall be extended to the first business day following such non-business day.

(e) No Waiver. Any failure of the County to seek redress for the violation of, or to insist upon the strict and prompt performance of, any covenants or conditions of this Agreement shall not operate as a waiver of any such violation or the County's right to insist on prompt compliance in the future with such covenant or condition, and shall not prevent a subsequent action by the County for any such violation. No provision, covenant or condition of this Agreement may be waived by the County unless such waiver is in writing and signed by such party.

(f) Time of the Essence. Time is of the essence of all provisions of this Agreement.

(g) Counterparts; Facsimile. This Agreement may be executed in multiple counterparts, each of which shall serve as an original for all purposes, but all copies shall constitute but one and the same Agreement, binding on all parties hereto, whether or not each counterpart is executed by all parties hereto, so long as each party hereto has executed one or more counterparts hereof. To facilitate the execution and delivery of this Agreement, the parties may execute and exchange counterparts of the signature pages by facsimile or other electronic transmission (e.g. pdf via email, etc.), and the signature page of either party to any counterpart may be appended to any other counterpart. The parties further expressly acknowledge and agree that, notwithstanding any statutory or decisional law to the contrary, the printed product of a facsimile transmittal or other electronic transmission of any counterpart hereto shall be deemed to be "written" and a "writing" for all purposes of this Agreement, and shall otherwise constitute an original document binding upon the transmitting party.

(h) Entire Agreement. This Agreement constitutes the entire agreement of the parties with respect to the subject matters addressed herein, and supersedes any and all prior or contemporaneous agreements, discussions, representations or understandings between them, whether written or oral, with respect to said subject matters. Licensee further acknowledges that no promises, representations, inducements, agreements, or warranties, have been made to induce the execution of this Agreement by the County or any other Person, and Licensee acknowledges that it has not executed this Agreement in reliance on any promise, representation, inducement, or warranty not contained herein or therein.

(i) Modification. Any modification, amendment or other change to this Agreement, or additional obligation assumed, by either party in connection therewith shall be binding only if evidenced in writing signed by each party or an authorized representative of each party.

(j) Severability of Provisions. If any provision of this Agreement or the application of any such provision to any person or circumstance is held unenforceable or invalid for any reason, then provided that the essential consideration for entering into this Agreement on the part of any party is not unreasonably impaired, such provision or portion thereof shall be modified or deleted in such manner as to render this Agreement legal and enforceable to the fullest extent permitted under applicable law.

(k) Governing Law; Venue. THIS AGREEMENT AND ALL RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE CONSTRUED UNDER AND ACCORDING TO THE LAWS OF THE STATE OF GEORGIA, AND LICENSEE AGREES THAT ANY ACTION RELATING TO, OR ARISING OUT OF, THIS AGREEMENT, THE GIS DATA, THIRD-PARTY SOFTWARE, OR ANY INFORMATION OR DATA CONTAINED THEREIN OR DERIVED THEREFROM, OR ANY OTHER MATTER PERTAINING THERETO, SHALL BE INSTITUTED AND PROSECUTED IN THE COURTS OF THE COUNTY OF LIBERTY, STATE OF GEORGIA, OR, TO THE EXTENT JURISDICTION APPLIES, THE U.S. DISTRICT COURT SITTING IN THE SOUTHERN DISTRICT OF GEORGIA, AND LICENSEE AGREES TO SUBMIT, AND DOES HEREBY SUBMIT, TO THE PERSONAL JURISDICTION AND VENUE OF THE AFORESAID COURTS AND DOES FURTHERMORE EXPRESSLY AND SPECIFICALLY WAIVE ANY RIGHT IT MAY HAVE TO TRANSFER OR CHANGE THE VENUE OF ANY SUCH LITIGATION. LICENSEE FURTHER ACKNOWLEDGES THAT IT HAS NO EXPECTATION THAT, AND THERE IS NO BASIS FOR, ANY SUCH ACTION BEING INSTITUTED OR MAINTAINED IN ANY COURT OTHER THAN AS SPECIFIED HEREINABOVE, AND THE

LICENSEE COVENANTS AND AGREES IT SHALL IN NO EVENT INSTITUTE OR PROSECUTE ANY SUCH ACTION IN ANY OTHER COURT EXCEPT AS SPECIFIED HEREINABOVE, AND THAT THIS SECTION SHALL BAR AND SERVE AS A COMPLETE DEFENSE TO ANY ACTION BROUGHT OR PROSECUTED BY OR ON BEHALF OF LICENSEE IN ANY OTHER COURT.

(l) Survival. All terms, conditions, covenants, representations, and warranties contained in this Agreement or any certificate or other writing delivered pursuant hereto or in connection herewith, shall survive any investigation made by (or prior knowledge of) the County, and no part of this Agreement shall be deemed merged with any document or instrument executed in connection herewith.

(m) Successors Bound. Subject to the provisions of subparagraph (b) hereinabove, this Agreement, and each and every provision hereof, shall be binding upon and shall insure to the benefit of the County and Licensee, their respective successors, successors-in-title, heirs, legal representatives, and assigns, as the case may be.

(n) Attorney's Fees. In the event Licensee should default under any of the provisions of this Agreement and the County should employ attorneys, accountants, or other experts or incur other expenses for the collection of amounts due it hereunder or the enforcement of performance or observance of any obligation or agreement on the part of Licensee herein contained for its benefit, Licensee agrees that it shall on demand therefor pay to the County the reasonable fees of such attorneys, accountants, or other experts and such other expenses so incurred by the County. Any attorney's fees required to be paid by Licensee under this Agreement shall include attorney's and paralegal's fees through all proceedings and other efforts, including, but not limited to, demands, negotiations, administrative hearings, trials, and appeals, court costs and reimbursable expenses of such attorneys.

(o) Effective Date. This Agreement shall be effective and binding as of the date all of the parties hereto have approved and executed the same (as indicated on the signature page(s) to this Agreement), and any reference to the "date of this Agreement," the "date hereof," or any similar phrase shall refer to and mean the date of such approval and execution by all of the parties hereto.

(p) Relationship of Parties. This Agreement is entered into pursuant to O.C.G.A. § 50-29-2 and represents a licensing agreement only. Accordingly, this Agreement in no way establishes or evidences a partnership, joint venture, or relationship between the parties, except that of licensor and licensee as set forth herein. In no event shall Licensee considered or deemed an agent, representative, or employee of the County for any purpose, and will have no authority to bind the County or otherwise incur liability on behalf of the County for any reason whatsoever. Licensee shall be responsible for payment of all taxes, fees, assessments, or levies on the items covered by this Agreement or arising out of or imposed by reason of the transactions contemplated by this Agreement.

(q) Initials Not Required. The failure of Licensee to initial any portion of this Agreement shall not be interpreted to indicate Licensee's rejection or modification of, or its disagreement with, the related provisions(s), but such initials are provided for the County's convenience only, and Licensee shall in all cases be deemed to have accepted all provisions of this Agreement whether or not the same are initialed, and regardless of whether the provisions or any portion thereof are conspicuously located or presented (it being acknowledged that such provisions shall be binding regardless of the font size or whether capitalized, underlined, bolded, italicized, or otherwise differentiated).

(r) Nonexclusive Remedies. Licensee expressly acknowledges and agrees that its failure to perform or observe any of the terms or conditions under this Agreement may result in irreparable harm and monetary damages to County for which there may be no adequate remedy at law, and in the event of any breach or threatened breach of this Agreement on the part of Licensee (and notwithstanding the availability of any adequate remedy at law), County shall be entitled, if it so elects, to seek and obtain injunctive or other equitable relief in any court of competent jurisdiction, as County may deem appropriate. County's right and election to seek and obtain any such injunctive or equitable relief shall be cumulative and in addition to, and not in lieu or limitation of, any and all other rights and remedies now or hereafter existing at law or in equity or by statute, including, but not limited to, the right to recover monetary damages.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement under seal as of the Effective Date, and same shall be considered binding upon both parties.

COUNTY:

LIBERTY COUNTY, GEORGIA

LICENSEE:

_____(L.S.)
(Print) (If not a natural person)

(OFFICIAL SEAL)

(CORPORATE SEAL)

By: _____
(Sign)

Name: _____
(Print)

Title: _____
(Print)

Date: _____, 20__

By: _____
(Sign)

Name: _____
(Print)

Title: _____
(Print)

NOTARY
Signed or attested before me:

this ____ day of _____, 20__

(Signature of notary public)

(Printed Name of notary)

My commission expires: _____

(STAMP/SEAL)

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