

**PRINCE WILLIAM COUNTY**  
**SERVICE AUTHORITY**  
**DATA REQUEST AND AGREEMENT**

**Customer and/or Company Name:**

**Mailing Address:**

**Email:**

**Phone Number:**

**Prince William County Property Description** (Tax Map, Subdivision No., Parcel, Lot(s) No.), nearest streets, or attach relevant portion of tax map):

**Reason for information request :**

**Project Description:**

**Project Manager Name & Contact Information:**

The Customer is requesting that Prince William County Service Authority (“**PWCSA**”) provide digital map images, analytical models and/or database information (the “**Data**”) for the property described above (referred to as the “**Location**”). By signing below, the Customer acknowledges and agrees to comply with the terms of this Agreement, and in return PWCSA will provide Data related to the Location, subject to the review and approval of the request by PWCSA.

**NOW THEREFORE**, in consideration of the covenants and agreements contained herein and for other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged) the Customer and PWCSA agree as follows:

## **SECTION 10 DATA USAGE**

**10.1 Definition:** For purposes of this Section 10, “Data” shall include digital map images, database information, analytical models, drawings, specifications, field data, electronic records (including, but not limited to, databases, spreadsheets, tabular lists, metadata) provided by SERVICE AUTHORITY to CONSULTANT.

**10.2 Copyright and Ownership:** CONSULTANT hereby expressly acknowledges that SERVICE AUTHORITY is the sole owner of all copyright and other intellectual property rights and all proprietary interests in the Data, and in any modification or derived work or work in progress relating to the Data. Except as otherwise provided in writing, SERVICE AUTHORITY retains all rights, title, and ownership in and to the Data and the intellectual property and proprietary rights therein.

**10.2 Permitted Use:** CONSULTANT may use the Data only as explicitly provided in this Project Agreement and related Task Orders. CONSULTANT may not (i) use the Data for any purpose not expressly authorized in this Project Agreement or related Task Orders; (ii) assign this Project Agreement or the related Task Orders to a third-party without the prior written permission of SERVICE AUTHORITY; (iii) assign the Data to a third-party; (iv) transfer, copy, download, export, sell, lease, rent, distribute, market, or grant a sublease of Data to any person; (v) permit access to the Data by any parties outside of the United States (including Data stored on a portable computing device or on media normally used in the United States and which is transported out of the United States); (vi) post the Data or the information contained therein to any public forum, except as expressly authorized in writing by SERVICE AUTHORITY; or, (vii) otherwise use, sell, transfer, distribute, or otherwise disclose or make available the Data for CONSULTANT’s own purposes or for the benefit of anyone other than SERVICE AUTHORITY.

**10.3 Permitted Personnel:** The Data may only be used by those CONSULTANT personnel who are assigned to the Project, as listed in Section 9 of this Project Agreement. The Data shall be available only to those CONSULTANT personnel who have a need to know or otherwise access the Data to enable CONSULTANT to perform its obligations under this Project Agreement, and who are bound in writing by confidentiality obligations sufficient to protect the Data in accordance with the terms and conditions of this Project Agreement.

**10.4 Disclaimer:** SERVICE AUTHORITY makes no express or implied warranties, representations, conditions, indemnities of any kind, statutory or otherwise, with respect to the Data, the Data's content, accuracy, currency or completeness, or concerning the results to be obtained from queries or use of the Data, including without limitation implied warranties of merchantability, quality, and fitness for a particular purpose or those arising from a course of dealing or usage of trade. All data is expressly provided "AS IS" and "WITH ALL FAULTS". CONSULTANT is responsible for ensuring the accuracy, currency and other qualities of all products (including maps, reports, displays, and analysis) produced from or in connection with the Data. IN NO EVENT SHALL SERVICE AUTHORITY BE LIABLE FOR ANY DAMAGE, CLAIM, OR LOSS OF ANY KIND ARISING FROM OR IN CONNECTION WITH THE CONSULTANT'S USE OF THE DATA, including but not limited to: (i) Punitive, exemplary or aggravated damages; (ii) Damages for loss of profit, service, or failure to realize expected savings; (iii) Loss of availability of CONSULTANT or third party materials; (iv) Loss of facilities including, without limitation, computer resources and any stored data; (v) Indirect, consequential, or special damages contribution, indemnity, or set-off in respect to any claims against CONSULTANT; (vi) Any damages to third party products and/or any goods or services; or (vii) Any damage whatsoever relating to interruption, delays, errors or omissions. CONSULTANT shall have no remedy at law or in equity against SERVICE AUTHORITY if the Data is inaccurate, incomplete, or otherwise defective in any way. This Section survives termination of this Project Agreement.

**10.5 Material Breach:** CONSULTANT'S failure to comply with any provision of this Section 10 is a material breach of the Project Agreement. In such event, SERVICE AUTHORITY may terminate this Project Agreement effective immediately upon written notice to CONSULTANT without further liability or obligation to CONSULTANT, except as otherwise provided in this Project Agreement.

**10.6 Indemnification:** CONSULTANT shall defend, indemnify, and hold harmless SERVICE AUTHORITY and its officers, directors, employees, agents, successors, and permitted assigns from and against all losses, damages, liabilities, deficiencies, actions, judgments, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys' fees, accrued as a direct result of enforcing this Section 10

**ACKNOWLEDGED:**

**Customer**

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Organization: \_\_\_\_\_

Website: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

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**RETURN THIS COMPLETED FORM TO:**

**PWCSA Utility Services**

**Mail:** P.O Box 2266, Woodbridge, Va 22195-2266

**OR**

**Email:** <mailto:EDM@pwcsa.org>