

Georgia Google Imagery License

Usage of the Georgia Imagery is bound by the terms and conditions of a license agreement executed between Google, Inc. and the State of Georgia. "Customer", as used below, is an employee of the entities listed [here](#). "Imagery", as used below is the online Google Aerial Orthoimagery.

The following are the terms of use Georgia is subject to under the Google license:

The following text is taken directly from the license agreement:

1. **Google Cloud Platform Terms.** *Customer's use of Google Cloud Platform ("GCP") is governed by the terms at <https://cloud.google.com/> (or such other URL as Google may specify).*
2. **Imagery Terms.** *Customer's use of Imagery is governed by these Imagery Terms. Google reserves all rights, title, and interest in the Imagery not expressly granted to the Customer.*
3. **Imagery License Grants.**
 - 3.1. *Term-Based License. Subject to the Imagery Terms (including Section 4 (Imagery License Restrictions)), Google grants to Customer a non-exclusive, non-sublicensable, non-transferable license to do the following during the license term [the Contract]:*
 - 3.1.1. *Use the Imagery for its internal business purposes (use for the benefit of related entities as defined in Attachment 2; no third party access);*
 - 3.1.2. *Distribute materials based on the Imagery (including reports and analyses) to third parties, as long as Customer provides Google attribution in accordance with the Attribution Guidelines for Google Maps and Google Earth at <http://www.google.com/permissions/geoguidelines/attr-guide.html> (or such other URL as Google may specify);*
 - 3.1.3. *Not applicable to Georgia end users;*
 - 3.1.4. *Not applicable to Georgia end users.*
4. **Imagery License Restrictions.**

The Imagery license grants in Section 3 are subject to the following restrictions. Customer will not:

 - 4.1. *Sublicense, sell, rent, or lease the Imagery on a stand-alone basis to a third-party;*
 - 4.2. *Use the Imagery for High Risk Activities; Examples include operation of Nuclear Facilities, Military Operations*
 - 4.3. *Use the Imagery with any products, systems, or applications for or in connection with any of the following:*

- 4.3.1. *Real time navigation or route guidance, including turn-by-turn route guidance that is synchronized to the position of a users sensor-enabled device; or*
- 4.3.2. *Automatic or autonomous control of vehicle behavior.*
- 4.4. *Print more than five thousand copies of sales collateral materials containing a screenshot of the Imagery for purposes of commercial sales lead generation or incorporate the Imagery as a core part of printed matter (such as printed maps or guidebooks) that is redistributed for a fee: or*
- 4.5. *Give third-parties access to Imagery downloads or feeds.*

Attachment 2: Related Entities

Authorized users of Google Imagery as part of the State of Georgia Aerial Imagery contract.

Google grants license and use rights to the following entities: All State of Georgia governmental entities (including state offices, agencies, departments, authorities, boards, bureaus, commissioners, institutions and colleges and universities) and local government, municipalities, counties, cities, townships, other political subdivisions of the State of Georgia and their employees, contractors and its Federal Partners doing work on behalf of said entities. Use must be for the benefit of said entities”

NOTE: The list of organization types and organization names provided during registration are fully covered under the definition of “entities” above.

Additional Georgia Terms of Service

I acknowledgement and agree to the following informational items and terms of service:

- Imagery web services are provided as a ‘best effort’ level service; there is no implied or explicit high availability service-level agreement for the Imagery web services
- The Imagery and services (in any part) shall not be used for commercial sale, monetary gain, or cost recovery, whether by hardcopy, or digital medium, or web service. In addition, the Imagery and services shall not be used to increase fees for products and services of any kind.
- Your web service URL or other credentials for accessing the Imagery as a service may not to be distributed. You therefore agree to never share your URL
- User-based usage statistics will be kept to inform the acquisition of future Imagery updates and to support sustained funding efforts in order to continue this program
- A formal support program for the Imagery Program does not currently exist, and will not be available until appropriate funding is secured. Only ad hoc support is available and response times are not guaranteed.
- Contractors, and the Customer(s) they are working for, are subject to the following additional terms:

- Customer will remain liable for all contractors compliance with these terms;
- The contractor can only use the Imagery for Customer's benefit, and the contractor must agree in writing to the all of the terms herein, at the coordination of Customer; and
- Customer will arrange for the termination of contractors Imagery access immediately when the customer's agreement with the contractor ends
- In the event of non-renewal of the contract with Google due to lack of funding, all web services will terminate (e.g. preview, WMTS, WMS). At that time, Georgia will be allowed to make an offline copy of the Imagery. However, there are several caveats to keep in mind on the use of the offline Imagery:
 - It can only be used in-house. External use will be terminated.
 - Use by contractor's use will be terminated.
 - Any products that are based on the Imagery (analyses, reports, public-facing websites) may only be used in-house which means products may no longer be provided to anyone other than the governmental entities listed in the licensing agreement.
 - At this time, there is no technologically efficient way to use the offline imagery via a physical hard drive. To recreate the online map services, which make the statewide imagery usable, there would need to be a significant investment made into planning, infrastructure and staffing for ongoing maintenance. As of today, those activities are not funded.