



City of Annapolis

Office of MIT

160 Duke of Gloucester Street
Annapolis, MD 21401-2517

HelpDesk@annapolis.gov • 410-263-7945 • Fax 410-263-7963 • TDD use MD Relay or 711 • www.annapolis.gov

License Agreement for Use of Electronic Data

THIS LICENSE AGREEMENT (Agreement) is entered into on _____ between the City of ANNAPOLIS, MARYLAND, a body corporate and politic of the State of Maryland (City), licensor and _____ (Customer), licensee.

RECITALS

The City is developing a Geographic Information System (GIS) which among other things, allows for the development of computer-generated map products (Map Products). Customer has requested and the City has agreed to grant Customer a license to utilize GIS related information and Map Products which are owned by the City provided that Customer adheres to certain requirements and restrictions on its use of said Map Products. The parties now wish to acknowledge their understanding and agreement as to their respective responsibilities.

NOW, THEREFORE, WITNESSETH: That in consideration of the mutual covenants and conditions set forth in this Agreement, City and Customer agree as follows:

1. DATA PROVIDED - Customer is granted a non-exclusive operations license to install, store, load, and display (collectively, "Use") certain proprietary Map Products specified on Exhibit "A" attached hereto (Map Data) on as many local area networks and/or end-user workstations as Customer reasonably needs in support of the Uses specified in Section 4 ("Permitted Uses").
2. PRICE & PAYMENT - Prior to the delivery of Map Data to Customer, Customer shall pay in full, all of the fees listed and totaled at the bottom of Exhibit "A".
3. AUTHORIZED USERS - Unless otherwise specified in writing, the Map Products will be operated only by Customer's employees and authorized contractors ("Authorized Operators"). A contractor shall be deemed authorized to Use the Map Products if such Use is incidental to a larger relationship between the contractor and the Customer, is Used for purposes no greater than reasonably needed to achieve the objectives of an actual project undertaken in connection with that relationship, and the contractor has agreed in writing to Customer and to City to be bound by the provisions of this Agreement.
4. PERMITTED USES - Customer's Authorized Operators may Use the Map Products strictly in conjunction with the specific project or use ("Project") located in the city of Annapolis, Maryland on Exhibit "A". Authorized Operators may display the Map Data in unaltered form, or may incorporate, in whole or part, and Use Map Data for analysis, on plan documents prepared for the Project. Customer may distribute hard copies of such plans (and corresponding documents) to its customers, contractors, and reviewing agencies in the regular course of business related to the Project, and may submit digital versions of such plans only to public reviewing Agencies, if so required for the Project. Further reproduction or distribution of digital products containing the Map Data is prohibited.

Customers incorporating any Map Data into their plans under the terms of this Agreement (whether by hand tracing, scanning or importing of digital data) must place a statement of the following form in a conspicuous location on the face of such documents:

“The information shown on this plan is based on copyrighted map products from the City of Annapolis, Maryland, and may not be copied or reproduced without expressed written permission from the City.”

5. RESERVATION OF RIGHTS - The Map Data contains proprietary information belonging exclusively to the City. The City claims copyright and trade secret protection in the Map Data, including the selection, arrangement, and coordination of the Map Data as a whole, and in each constituent element of data provided. Customer does not obtain any ownership or intellectual property rights in the Map Data (including any digitally resampled or processed image derived from the Map Data). Instead, Customer obtains a limited non-exclusive license to Use the Map Data and output generated therefrom for the authorized purposes specified herein. Customer will at all times use due diligence to safeguard and protect all such confidential and proprietary information pertaining to the Map Data. Customer will ensure that all marks, notices, or legends pertaining to the origin, identity, or ownership of the Map Data and all output generated from the Map Data are properly applied and remain intact and clearly legible. By execution of this Agreement, Customer acknowledges and agrees to recognize and honor in perpetuity the copyrights and other proprietary claims of the City for the Map Products. The City reserves all rights not expressly granted to the Customer.
6. TRANSFER OF LICENSE - Customer may not assign, sublicense or transfer all or any part of Customer's rights or obligations under this Agreement without the City's written consent and any attempt to the contrary will be void and a material breach of this Agreement. City may withhold such consent in its sole discretion. A transfer of this Agreement will terminate any right to Customer's continued possession or Use of the Map Data and Customer must promptly return the original media and Destroy all remaining copies of the Map Data in Customer's possession or under Customer's control.
7. WARRANTIES - City makes no warranties or guarantees, expressed or implied, and disclaims all implied warranties of merchantability, integration, title and fitness of the Map Data for a particular purpose.
8. LIMITATION OF REMEDIES AND LIABILITIES - In no event shall the City be liable, whether in contract, tort (including negligence) or otherwise, for any direct, indirect, incidental or consequential damages, including lost savings or profit, attorney's fees, lost data or business interruption even if City is notified in advance of such possibility. This includes damages incurred by customer or any third party.
9. TERM AND TERMINATION - The term of this License will continue in full force and effect for a period of ten years beginning from the date of delivery of the Map Data, (Customer is responsible for purchasing any updated Map Data they require during the term of this Agreement.) to _____, 2016. This Agreement will terminate automatically if Customer breaches any provision of it. Customer may terminate this Agreement at any time at Customer's election. Termination of this Agreement will terminate Customer's right to possess or Use the Map Data. Upon termination, Customer agrees to immediately cease all further Use of and destroy the original and any copies of the Map Data. Termination will have no effect on Customer's other obligations under this Agreement including the obligation to safeguard and protect proprietary rights of City under Section 5 ("Reservation of Rights"), disclaimers under Section 7 ("Warranties"), or limitations under Section 8 ("Limitation of Remedies and Liabilities").
10. DISPUTES, CHOICE OF LAW - This Agreement shall be governed by, and construed in accordance with, the substantive laws of Maryland without regard to principles of conflict of law. Customer will bring any action against City in a court of competent jurisdiction in City of Annapolis, Maryland, within one (1) year after the claim arises, or be barred. Customer waives any right to a jury trial.

11. MISCELLANEOUS -

- A. This License Agreement constitutes the entire and exclusive agreement between the parties with respect to the subject matter hereof and supersedes all other communications, whether written or oral.
- B. This document and a photocopy in good form shall be considered an original document with authenticated signature admissible into evidence unless the document's authenticity is genuinely placed in question.
- C. This Agreement is expressly limited to its terms and may be modified or amended only by a writing signed by an authorized representative of the City.
- D. Any provision found by a tribunal of competent jurisdiction to be illegal or unenforceable shall be automatically conformed to the minimum requirements of law and all other provisions shall remain in full force and effect. Waiver of any provision herein shall not preclude enforcement of it on future occasions.
- E. Headings are for reference purposes only and have no substantive effect.

The undersigned warrants to the City that he/she has full power and authority to enter into, and where applicable, to act as agent for the Customer and to be bound by and/or to bind the Customer to permit its obligations under this Agreement.

IN WITNESS WHEREOF, for adequate consideration and intending to be legally bound, the parties have caused this Agreement to be executed by their duly authorized representatives.

CITY OF ANNAPOLIS, MARYLAND

By _____ Date _____
 Barbara I. Smith
 Acting Manager, Management of Information Technology

THIS FORM HAS BEEN REVIEWED AS TO FORM AND LEGAL SUFFICIENCY BY THE CITY OF ANNAPOLIS OFFICE OF LAW.

Licensee _____
 Address _____
 Name _____
 Title _____
 Contact _____ Phone _____
 Signature _____ Date _____

