

# DATA LICENSE AGREEMENT

This License Agreement (this “Agreement”) is made effective as of this \_\_\_\_\_ day of \_\_\_\_\_ (the “Effective Date”) between the **Regional Transit Authority (“Licensor”)**, a political subdivision of the State of Louisiana and \_\_\_\_\_ (**“Licensee”**). In consideration of the mutual covenants and promises contained herein, the parties hereby agree as follows:

## **1. Ownership of Licensed Materials: Grant of License**

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## **2. Delivery and Access of Licensed Materials to Licensee**

Licensor will provide the Licensed Materials to the Licensee in any of the applicable forms:

Network Access. The Licensed Material will be stored at the Licensee’s offices in digital form accessible by telecommunications link between such locations and authorized networks of Licensee.

Physical Media. Copies of the licensed Materials will be provided to the Licensee on physical media (e.g., Digital Video Disk, CD-ROM, digital tape) for use on Licensee’s network and workstations.

File Transfer. Copies of Licensed Material will be provided to the Licensee through electronic transfer.

## **3. Fees**

Licensee shall make payment to Licensor for use of Licensed Materials pursuant to the terms set forth in Appendix A, attached hereto.

## **4. Authorized Use of Licensed Materials**

**Authorized Users.** “Authorized Users” are:

Persons Affiliated with Licensee. Full and part-time employees, including any affiliated representatives and independent contractors of Licensee, regardless of the physical location of such persons.

Walk-ins. Patrons not affiliated with Licensee who are physically present at Licensee's sites.

Authorized Users. Licensee and Authorized Users may make use of the Licensed Materials as is consistent with federal and state laws. The Licensed Materials may be used for the following purposes:

Display. Licensee and Authorized Users shall have the right to electronically display the Licensed Materials.

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Indices. Licensee may use the Licensed Materials in connection with the preparation of or access to integrated indices to the Licensed Materials, including author, article abstract and keyword indices.

## **5. Access by and Authentication of Authorized Users**

Developing Protocols. Authorized Users shall be identified and authenticated by such means and protocols as developed during the term of this Agreement.

## **6. Specific Restrictions on Use of Licensed Materials**

Unauthorized Use. Licensee shall not knowingly permit anyone other than Authorized Users to use the Licensed Materials.

Modification of Licensed Materials. Licensee shall not modify or create a derivative work of the Licensed Materials without the prior written permission of Licensor.

Removal of Copyright Notice. Licensee may not remove, obscure or modify any copyright or other notices included in the Licensed Materials.

## **7. Licensor Performance Obligation**

Documentation. Licensor will provide and maintain help files and other appropriate user documentation.

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Withdrawal of Licensed Materials. Licensor reserves the right to withdraw from the Licensed Materials any item or part of an item for which it no longer retains the right to publish or is defamatory, obscene, unlawful or otherwise objectionable. Licensor shall give written notice to the Licensee of such withdrawal following the removal of any item, pursuant to this section.

## **8. Licensee Performance Obligations**

Provision of Notice of License Terms to Authorized Users. Licensee shall make reasonable efforts to provide Authorized Users with appropriate notice of the terms and conditions under which access to the Licensed Materials is granted under this Agreement including, in particular, any limitations on access or use of the Licensed Materials as set forth in this Agreement.

Protection from Unauthorized Use. Licensee shall use reasonable efforts to protect the Licensed Materials from any use that is not permitted under this Agreement. In the event of any unauthorized use of the Licensed Materials by an Authorized User, (a) Licensor may terminate such Authorized Users' access to the Licensed Materials, (b) Licensor may terminate the access of the Internet Protocol ("IP") address(es) from which such unauthorized use occurred, and (c) Licensee shall terminate such Authorized User's access to the Licensed Materials upon Licensor's request. Licensor shall take none of the steps in this paragraph without first providing reasonable notice to Licensee cooperating with the Licensee to avoid recurrence of any unauthorized use.

Maintaining Confidentiality of Access Passwords. Where access to the Licensed Materials is to be controlled by use of passwords, Licensee shall issue log-on identification numbers and passwords to each Authorized User and use reasonable efforts to ensure that Authorized Users do not divulge their numbers and password to any third party. Licensee shall also maintain the confidentiality of any institutional password provided by Licensor.

## **9. Mutual Performance Obligations**

Confidentiality of User Data. Licensor and Licensee agree to maintain the confidentiality of any data relating to the usage of the Licensed Materials by Licensee and its Authorized Users. Such data may be used solely for purposes directly related to the Licensed Materials and may only be provided to third parties in aggregate form. Raw usage data, including but not limited to information relating to the identity of specific users and/or uses, shall not be provided to any third party.

Implementation of Developing Security Protocols. Licensor and Licensee shall cooperate in the implementation of security and control protocols and procedures, as they are developed during the term of this Agreement.

## **10. Term**

This Agreement shall continue in effect for one (1) year commencing on the Effective Date.

## **11. Early Termination**

In the event that either party believes that the other materially has breached any obligations under this Agreement, or if Licensor believes that Licensee has exceeded the scope of the License, such party shall so notify the breaching party in writing. The breaching party shall have 15 days from the receipt of notice to cure the alleged breach and to notify the non-breaching party in writing that the cure has been made. If the breach is not cured within the 15 days, the non-breaching party shall have the right to terminate the Agreement without further notice.

Upon Termination of this Agreement for cause, online access to the Licensed Materials by Licensee and Authorized Users shall be terminated.

## **12. Limitation on Warranties**

Notwithstanding anything else in this Agreement:

Licensee agrees that the Licensed Materials is provided on an “as is” basis. Licensor disclaims all warranties, express or implied, including but not limited to, implied warranties of merchantability, fitness for a particular purpose, accuracy or non-infringement.

Licensee agrees that its use of the Licensed Materials is a Licensee’s sole risk.

Licensor makes no representation or warranty, and expressly disclaims any liability with respect to the content of any Licensed Materials, including but not limited to errors or omissions contained therein, libel, infringement of rights of publicity, privacy, trademark rights, moral rights or the disclosure of confidential information.

Except for the express warranties stated herein, the Licensed Materials are provided on an “as is” basis, and Licensor disclaims any and all other warranties, conditions, or representations (express, implied, oral or written), relating to the Licensed Materials or any part thereof, including, without limitation, any and all implied warranties of quality, performance, merchantability or fitness for a particular purpose. Licensor makes no warranties respecting any harm that may be caused by the transmission of a computer virus, worm, time bomb, logic bomb or other such computer program. Licensor further expressly disclaims any warranty or representation to Authorized Users or to any third party.

## **13. Indemnification**

Licensee shall indemnify and hold harmless Licensor for any losses, claims, damages, awards, penalties, or injuries arising out of or in connection with Licensee’s use of the Licensed Materials, including attorney’s fees and court costs. This indemnity shall apply to Licensor and all of its employees, officers, directors, agents, representatives and assigns and will apply to all direct, indirect, punitive and consequential damages, regardless of whether such damages are based upon contact, negligence, strict liability, tort or any other legal theory. This indemnity shall survive the termination of this Agreement.

#### **14. Assignment and Transfer**

Neither party may assign, directly or indirectly, all or part of its rights or obligations under this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed.

#### **15. Governing Law**

This Agreement shall be governed by the laws of the State of Louisiana.

#### **16. Dispute Resolution**

In the event any dispute or controversy arising out of or relating to this Agreement, the parties agree to exercise their best efforts to resolve the dispute as soon as possible. In the event the parties are unable to resolve the dispute, the Civil District Court for the Parish of Orleans, State of Louisiana shall have exclusive jurisdiction to hear any disputes under this Agreement.

#### **17. Entire Agreement**

This Agreement constitutes the entire agreement of the parties and supersedes all prior communications, understandings and agreements relating to the subject matter hereof, whether oral or written.

#### **18. Amendment**

No modification or claimed waiver of any provision of this Agreement shall be valid except by written amendment signed by authorized representatives of Licensor and Licensee.

#### **19. Severability**

If any provision or provisions of this Agreement shall be held to be invalid, illegal, unenforceable or in conflict with the law of any jurisdiction, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

#### **20. Waiver of Contractual Rights**

Waiver of any provision herein shall not be deemed a waiver of any other provision herein, nor shall waiver of any breach of this Agreement be construed as a continuing waiver of other breaches of the same or other provisions of this Agreement.

**21. Notices**

All notices provided pursuant to this Agreement shall be in writing and may be mailed, via certified or registered mail or hand delivered. All notices shall be deemed received upon written confirmation of receipt by the sending party. If any notice is sent by via email or facsimilie, all notices shall be deemed received upon written confirmation of receipt by the sending party. Either party may from time to time change its Notice Address by written notice to the other party.

**If to Licensor:**

Regional Transit Authority  
2817 Canal Street  
New Orleans, Louisiana 70119

**If to Licensee:**

**IN WITNESS WHEREOF**, the parties have executed this Agreement by their respective, duly authorized representatives as of the date first above written.

**LICENSOR:**

BY: \_\_\_\_\_ DATE: \_\_\_\_\_

Signature of Authorized Signatory

Print Name:

Title:

Address:

Telephone No.:

E-Mail:

**LICENSEE:**

BY: \_\_\_\_\_ DATE: \_\_\_\_\_

Signature of Authorized Signatory

Print Name:

Title:

Address:

Telephone No.:

E-Mail: