

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:

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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.

Notification of Modifications of Licensed Materials. Licensee understands that from time to time the Licensed Materials may be added to, modified, or deleted from by Licensor and/or that portions of the Licensed Materials may migrate to other formats. Licensor shall give notice of any such changes to Licensee.

Completeness of Content. Where applicable, Licensor will inform Licensee of instances where online content differs from the print version of the Licensed Materials. Further, Licensor shall use reasonable efforts to ensure that the online content is as complete as print version of the Licensed Materials. Licensor will make efforts to represent complete, accurate and timely replications of the corresponding content contained within the print versions of such Materials and will cooperate with Licensee to identify and correct errors or omissions.

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's 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

If 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 has 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:

The Licensed Materials are 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’s 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. Licensee’s indemnity obligation applies 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 obligation survives the termination of this Agreement.

14. Assignment and Transfer

Neither party has the right to 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 is governed by the laws of the State of Louisiana.

16. Dispute Resolution

If any dispute or controversy arises out of or relating to this Agreement, the parties shall exercise their best efforts to resolve the dispute as soon as possible. If 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 is valid except by written amendment signed by authorized representatives of Licensor and Licensee.

19. Severability

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

20. Waiver of Contractual Rights

Waiver of any provision herein does not waive any other provision herein, nor does waiver of any breach of this Agreement constitute 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 are deemed received upon written confirmation of receipt by the sending party. If any notice is sent by via email or facsimile, all notices are 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: