

# Regional Planning Commission of Greater Birmingham

## DATA LICENSE AGREEMENT & DIGITAL DATA REQUEST FORM

### Data License Agreement

Agreement made this \_\_\_\_ day of \_\_\_\_\_, 200\_ between the Regional Planning Commission of Greater Birmingham (hereinafter referred to as RPC) and (hereinafter referred to as Licensee).

\_\_\_\_\_  
Name of Licensee

\_\_\_\_\_  
Authorized Representative

\_\_\_\_\_  
Address

\_\_\_\_\_  
Title

\_\_\_\_\_  
City, State, Zip Code

\_\_\_\_\_  
Telephone Number

License Number: \_\_\_\_\_

The RPC agrees to grant and Licensee agrees to accept nonexclusive and nontransferable license to use the digital data listed below (in accordance with the terms and conditions of this agreement and referred to in this license agreement as "Data.")

Description (Data Set Names):

Licensee hereby accepts such appointment and agrees that all orders for the data placed by the Licensee with RPC and the relationship of the parties shall be subject to the terms and conditions of this Agreement.

## **RELATIONSHIP OF PARTIES**

The parties shall be deemed to be solely independent contractors and this Agreement shall not be construed to create any partnership, joint venture, or agency.

## **PROTECTION OF PROPIETARY RIGHTS**

1. The Licensee acknowledges that pursuant to this Agreement it obtains only the right to use the data and that no right, title, or interest in or to any copyrights, trademarks, or other proprietary rights relating to the data is transferred or licensed from RPC to Licensee.
2. Licensee shall not remove, alter, cover, or obfuscate any acknowledgements, copyright notice, trademark, or other proprietary rights notice placed by RPC on the data or any portion thereof. Licensee shall comply with directions submitted by RPC from time to time regarding the form and placement of proprietary rights notices on the product, or any portion thereof.
3. The data provided under this license agreement may only be used in the project indicated below. This license agreement automatically terminates upon completion of said project.

Project Name: \_\_\_\_\_

## **LICENSE**

RPC grants a nonexclusive, nontransferable license to the Licensee to use the Data located at the Licensee's address stated above. This license does not grant the Licensee any right to transfer the Data to other parties. If you transfer possession of any copy, modification, or portion of the Data to another party, your license is automatically terminated.

## **LIMITED WARRANTY**

The Data is provided "as is" without warranty of any kind. The entire risk as to the results and performance of the Data is assumed by you. Should the Data prove defective, you assume the entire cost of all necessary servicing, repair, or correction. Further, RPC does not warrant, guarantee, or make any representations regarding the use of, or results from the use of the Data in terms of correctness, accuracy, reliability, currentness, or otherwise; and you rely on the Data and results solely at your own risk. RPC does warrant, to the Licensee, that the disk on which the Data is recorded is free from defects in materials and workmanship under normal use and service for a period of 90 days from the date of delivery as evidenced by the return to RPC of the signed and dated original

copy of the Product License Agreement. RPC's entire liability and your exclusive remedy shall be replacement of the disk and/or printed material not meeting RPC's Limited Warranty and which is returned to Licensor. If failure of the disk and/or printed material has resulted from accident, abuse, or misapplication of the product, as determined by RPC, then RPC shall have no responsibility to replace the disk and/or printed material under the Limited Warranty.

## **TERMS, CONDITIONS AND TERMINATION**

This Agreement shall become effective on the date RPC executes the Agreement and transmits an executed copy of the Agreement to the Licensee. The Licensee agrees to provide RPC with feedback on any errors or modifications that may need to be made to any part(s) of the Data. This Agreement shall be perpetual and will continue to be in effect until such time as either party terminates this Agreement. Either party may terminate this Agreement with or without cause upon thirty (30) days written notice to the other party. RPC may terminate this Agreement immediately upon any violation of this Agreement. Upon termination, Licensee shall, if requested by RPC to do so, return within thirty (30) days the licensed Data. Licensee will promptly certify in writing to RPC that the original and all copies in whole or in part of the discontinued or terminated licensed Data have been destroyed.

## **RETURNS**

Licensee shall return any defective product to RPC for replacement within ninety (90) days after receipt. Any other returns must be authorized by RPC.

## **AMENDMENT AND NON-WAIVER**

This Agreement may not be changed, terminated, or amended without the prior written approval of RPC. The Licensee shall be bound by the specifications set forth in the terms and conditions of this Agreement. No course of conduct, action, or inaction on RPC's part shall be deemed to be a waiver of any of RPC's rights under the Agreement. This agreement supersedes all prior agreements and understandings between the parties related to the subject matter hereof and is intended by the parties as the complete and exclusive statement of the terms and conditions of this Agreement.

## **GOVERNING LAW AND FORUM**

The prevailing party in any legal action brought to enforce this license shall be entitled to legal fees and costs. Either party may bring suit under this license in Jefferson County. The laws of the state of Alabama shall apply to this license. The signing of this license constitutes acceptance of the terms of this license.

**SEVERABILITY**

If any provision of this agreement, or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision and to this end the provisions of this Agreement are declared to be severable.

This License Agreement is subject to the terms and conditions stated above. In witness whereof, this License is executed on the date set forth under the parties named.

**Regional Planning Commission**

**Licensee**

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

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**DIGITAL DATA REQUEST FORM**

**Request Date:**

**Due Date:**

**Program/Company Name:**

**Address:**

**City/State:**

**Contact Name:**

**Phone/FAX/Email:**

**Requested Data Sets (Please list here the names of all data sets being requested):**

**Datasets are 10.00 each**

**FTP: free**

**CD-ROM \$5.00 each**

Data Set Name	Quantity
Data Set Name	Quantity
<b>Total Number of Data Sets:</b>	
<b>Grand Total:</b>	

**Format:**

	<b>Check One</b>		<b>Check One</b>
	Shapefile		Uncompressed
	Feature Class		Compressed
	Coverage		Zip

**Media:**

	FTP		CD-ROM
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**Ordering Procedures & Distribution:**

1. Client will be notified via Email when data is ready for pickup from the RPCGB anonymous FTP site, ftp://66.21.47.197 or mailed on CD-ROM disk.
2. Please include a check or money order at time of order and allow seven days for filling data requests (if faxing or emailing your order you will be invoiced within 10 days).
3. Make checks payable to: *Regional Planning Commission of Greater Birmingham.*
4. Mail, fax, or email your order(s) to:

**Regional Planning Commission of Greater Birmingham**

**1731 First Avenue North, Suite 200**  
**Birmingham, Alabama 35203**  
**205-328-3304 (fax)**  
**bisom@rpcgb.org**