



BUILDING PERMIT DATA SYSTEM ONLINE

BPDS.Online LICENSE AGREEMENT

By entering into this Agreement, you are accepting and agreeing to the terms of this License Agreement and representing and warranting that you are authorized to do so. This Agreement represents the entire agreement relating to the subject matter hereof between you and Baltimore Metropolitan Council, Inc. ("BMC"), and it supersedes any prior proposal, representation, or understanding between the parties.

GRANT OF LICENSE

BMC grants a non-exclusive limited license to you or the entity on whose behalf you are agreeing (but not its parent, subsidiaries, or affiliates) to use Building Permit Data System (BPDS.Online) and the associated documentation obtained from BMC (the "Service"), under the terms and conditions set forth below:

PERMITTED USE

Upon entering into this Agreement, you will be issued a User Name and Password, for your exclusive use, that will enable you to access the Service. You may use the Service to create reports, queries or marketing lists (the "Reports") in connection with your marketing, planning, sales, or other business activities. **You may not directly or indirectly sell or disclose Reports to third parties**, except where you are acting as an agent or consultant or are otherwise directly retained by a third party who is, in fact, the one who will ultimately use the Reports (the "Ultimate End-User"). In such a case, you may transfer discrete Reports created for a particular Ultimate End-User in response to a specific request by such Ultimate End-User.

RESTRICTIONS ON USE

The Service is licensed to you pursuant to this Agreement for your exclusive use. You may not: (a) transfer your User Name and Password to another user; or (b) alter, modify or adapt the Service, including but not limited to, translating, decompiling, disassembling, or creating derivative works (other than Reports).

DURATION OF LICENSE

You may use the Service in accordance with the terms of this Agreement for a period of twelve (12) months, or until this Agreement is earlier terminated. Upon expiration of such 12-month period (or upon the earlier termination of this Agreement), unless a new Agreement is entered into, your license to access the Service will be terminated and your User Name and Password will be deactivated.

PROPRIETARY RIGHTS

The data incorporated in the Service (the "Data") has been compiled, coded and edited by BMC, based upon records generated by local government building permit issuing offices. You acknowledge and concur that the Data contains information that derives independent economic value, actual or potential, from not being generally known to other persons who could obtain economic value from its use. The Data licensed for use pursuant to this Agreement will be kept confidential and will be used only for your internal purposes or for your Ultimate End-User client. However, the use of the Reports to make contact or communicate with individual entities identified through the use of the Reports is a permitted activity and does not violate your obligation to keep the Data confidential. You may retain information, data or facts you obtain as a result of third-party responses to your use of the Reports.

You agree that you will not do anything that would impair BMC's copyright or other proprietary rights in the Service or any portion of the Service. You may not grant access to the Service to any person or entity. If you provide Reports derived from the Service to your employees or authorized agents, you shall give them notice of the confidential, proprietary and legal interests held by BMC in the Service and of the prohibitions on unauthorized disclosure or dissemination of all or any part of the Service.

BMC retains all rights not expressly granted. Nothing in this Agreement constitutes a waiver of BMC's rights under the U.S. copyright laws or any other federal or state laws.

TERMINATION

BMC may elect to terminate this Agreement at any time upon written notice to you in the event you breach any of the terms of this Agreement. In the event of any such termination, your User Name and Password shall be deactivated and you will not be able to access the Service.

DISCLAIMER

The database used in BPDS.Online is supplied by the Baltimore Metropolitan Council (BMC), based upon permit data provided by local permit issuing jurisdictions. No database of this size and complexity, however, is error-free. You might find some incorrect data in BPDS.Online, as you would in any other marketing database or list.

Warranties: The Baltimore Metropolitan Council does not make any warranty, express or implied, as to the use or appropriateness of the licensed data, and there are no warranties of merchantability or fitness for a particular purpose or use and no representation is made as to the accuracy or completeness as to the data or image Services included in BPDS.Online.

Liabilities: The Baltimore Metropolitan Council shall not be subject to liability for human error, defects or failure of machines. The Baltimore Metropolitan Council shall not be liable for any losses, consequential damages or claims against the Subscriber by third parties. The liability of the Baltimore Metropolitan Council for damage, regardless of the form of the action, may not exceed a yearly subscription fee paid for BPDS.Online.

GENERAL

Should you have any questions concerning this Agreement, write to Baltimore Metropolitan Council, 1500 Whetstone Way, Suite 300, Baltimore, MD 21230.

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ACCEPTANCE OF BPDS.Online LICENSE AGREEMENT

I have read and agree to the terms and conditions in the License Agreement, and I am authorized to so agree.

Subscriber (print) Date _____

Company/Organization

Address

Address

Phone Fax

Email

Subscriber (sign) Number of Users in Office: _____

Annual Subscription Fee (Temporary Price Reduction)

- Single user: \$300*
- 2-5 users: \$595*
- 6-10 users: \$795*
- 10+ users: \$795 plus \$65 for each additional*