



## **BUILDING PERMIT DATA SYSTEM REPORTS**

### **BPDS Reports 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 the Reports provided to you from the Building Permit Data System under the terms and conditions set forth below:

### **PERMITTED USE**

Upon entering into this Agreement, you will periodically receive Reports (printouts of data) from the system that you may use 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.

### **PROPRIETARY RIGHTS**

The data incorporated in the Reports 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 Reports contain 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 Reports 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 Reports confidential. You may retain information, data or facts you obtain as a result of third-party responses to your use of the Reports.

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### **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, no additional Reports will be provided.

### **DISCLAIMER**

The database used by BMC in creating Reports is 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 the Reports, 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 Reports.

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### **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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Baltimore  
Metropolitan  
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## ACCEPTANCE OF BPDS REPORTS LICENSE AGREEMENT

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

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