DATABASE LICENSE AGREEMENT

The City of Los Angeles, a municipal corporation having offices at 2714 Media Center Dr, Los Angeles CA, 90065, acting by and through its Department of Public Works, LA Sanitation, (hereinafter referred to as "CITY") desires to grant the University of California Los Angeles, a public institution having office at Box 951405, 2147 Murphy Hall Los Angeles, CA 90095-1405, a nonexclusive license to use the GIS Data in accordance with the terms and conditions set forth in this Agreement May 19, 2017:

Section 1.   DEFINITIONS

A.   "Database" shall mean that part of the City's Geographic Information System (GIS), including graphic and/or tabular data and products thereof. It shall include customized software application programs, menus and macros created by CITY for access to its data.

B.   "Documentation" shall mean all manuals, user documentation and other related materials pertaining to the Database which are furnished to LICENSEE by CITY to assist in interpreting and utilizing the information contained in the Database.

C.   "LICENSEE" shall mean the specifically defined unit of the public or private corporation identified above which has contracted with CITY under this Agreement for the nonexclusive use of the Database.

D.   "License Agreement" ("Agreement") shall mean this written document, which all LICENSEES of the Database shall sign prior to receiving copies of the Database, either in whole or in part.

E.   "Products" shall mean all ancillary products, either published, printed or electronic, produced by CITY in the operation of the GIS database. These shall include specific applications of a tabular, text, CAD or graphic nature, as well as linkages to legacy or current applications. These shall include software application programs, menus, and macros.

F.   "Derivatives" shall mean all works created by LICENSEE which are based upon and incorporated into all or part of the Database, including, but not limited to, a revision, modification, translation, abridgement, condensation, expansion, collection, compilation or any other form of or based on the Database. There shall be two categories of derivatives.

1.   "Proprietary Derivatives" shall mean any work created by the LICENSEE wherein LICENSEE incorporates any of its own proprietary information, exclusive of subparagraph 2 below, which for business reasons cannot be supplied to the CITY for addition to the Database.

2.	"General Derivatives" shall mean any nonproprietary work created by the LICENSEE including those that contain additional and/or corrected data on installations in the public right of way and public infrastructure. All General Derivatives are deemed to be proprietary to the CITY.

G.	"Payment" shall mean cash, money order, cashier's check, credit card payment, or check rendered and cleared in advance of the effective date of the Agreement.

H.	"Effective Date" of the Agreement shall mean the date CITY signs the Agreement. CITY shall not be required to deliver any material defined in this Agreement until full payment is rendered whereby LICENSEE obtains the right to use the Database.

I.	"Nonexclusive" shall mean that the CITY reserves the right to provide simultaneous and equal access to any or all of the Database to multiple clients.

J.	"User" shall mean the client of the LICENSEE.

K.	"Subscription" or "Subscriber" shall mean a LICENSEE who maintains an annual licensing agreement for the Database.

L.	"Interactive Subscription or Subscriber" shall mean a LICENSEE who maintains an ongoing relationship with CITY and deposits data into the City system.

M.	"Update" shall mean new, changed or additional information added to the Database, new Products or application programs which come on line after the original purchase by the LICENSEE.

N.	"Basic Electronic Public Records" shall mean public records electronically maintained in the form kept by CITY for its use.

O.	"Value Added Electronic Public Records" shall mean services performed by staff of the CITY to electronically manipulate Basic Electronic Public Records in order to tailor the data output to the LICENSEE's specifications. This output may include, but is not limited to: faxes, hard copies, plotted maps, on line access or electronic media methods.

P.	"Cost Schedule" shall mean the current price list of the CITY for providing Basic and Value Added Electronic Data.

Q.	"Owner" shall mean the CITY, which is the owner of the database.

R.	"Access to Data" shall mean any of the methods normally maintained by CITY. As of the date of this agreement, such methods include on line access and media.

      S.   "Media" shall mean that media which CITY normally utilizes for hard copy or electronic products. As of the date of this agreement, the media are:

           1. Hard Copy: paper, plastic mylar film
           2. Electronic: 8 mm tape
           3. DVD or CD
           4. FTP Transmittals

To avoid contamination by virus, CITY shall provide all media, for which it shall charge only its cost, to be added to the total bill for services.

      T.   "License Fee" shall mean the amount of money paid to CITY under this License Agreement for products and/or services provided, including but not limited to the value added services and products.

      U.   "Agent" shall mean any consultants, contractors or subcontractors under contract to the LICENSEE to perform mapping services for LICENSEE utilizing the CITY's Database and/or Products. The Agent shall be bound by all conditions of this contract.

Section 2.   <u>TERMS</u>

THIS AGREEMENT SHALL BE NULL AND VOID UNLESS AND UNTIL LICENSEE HAS SIGNED AND DELIVERED THIS AGREEMENT TO CITY. THIS AGREEMENT SHALL NOT BE EFFECTIVE UNTIL PAYMENT IN FULL IS DELIVERED TO THE CITY.

Section 3.   <u>GRANT OF RIGHTS</u>

      A.   Basic Rights

1. CITY is the owner of the Database; CITY hereby grants and LICENSEE hereby accepts, subject to the terms and conditions of the Agreement, a nonexclusive, nontransferable, and non-assignable license to use the Database, Products and the Documentation, from the Effective Date hereof until expiration or termination of this Agreement as set forth herein. The license has a term as long as that of this Agreement. This license is not an agreement for sale.

2. Nothing in this license shall grant the LICENSEE the right to resell, loan, rent, lease or sublease, donate or share the Database, Documentation or Products. Notwithstanding the forgoing, this restriction does not restrict LICENSEE'S ability to share portions of the underlying data and information contained in the Database in combination with other information, using LICENSEE's own proprietary software.

3. LICENSEE may create Derivatives. LICENSEE shall be entitled to use the Derivatives for its own purposes only, except that General Derivatives shall be property of the CITY.

4. LICENSEE may not utilize the Database with any service bureau or time-sharing system.

5.   LICENSEE shall be exclusively responsible for the supervision and control of its use of the Database.

6.   LICENSEE shall also be entitled to make backup copies of the Database for legitimate archival purposes only.

B. Subset Rights

1. LICENSEE understands that the CITY may, from time to time, incorporate the use of other proprietary software and operating systems into its GIS Database by legitimate means and user licenses. Incorporation of said products may occur after the Effective Date of this Agreement. In no case are user rights to these proprietary products transferred by means of this Agreement.

2.   LICENSEE is responsible for obtaining and maintaining all legal user rights to operating systems and software through appropriate agreements with the holders of those copyrights.

C. Ungranted Rights

1. CITY retains all rights not expressly granted in this agreement. Nothing in this agreement constitutes a waiver of any of CITY's rights not exercised herein under U.S. Copyright laws or any other federal, state or local laws.

Section 4.   DELIVERY

CITY shall deliver the Database to LICENSEE in one of CITY'S standard media. If LICENSEE has special delivery and/or format requirements, a predetermined service charge will be included in the price of the initial delivery and all subsequent deliveries to which the special requirements apply. The Database shall be delivered to LICENSEE within thirty (30) days of the Effective Date hereof. In respect of any User hereunder, LICENSEE shall be solely responsible for any delivery of the Database, or any portion thereof, to any User.

Section 5.   MAINTENANCE, UPDATES AND MODIFICATIONS

The CITY maintains the Database and all appurtenant records for its own convenience, utilizing such software programs and modifications as suits the conduct of its business. From time to time, CITY may make modifications of the factual records and/or the operating system.

A.   A LICENSEE purchasing a single event usage of the database is entitled only to such information resident in the database as of the date of purchase. Rights under this license do not include updates.

B. A LICENSEE purchasing multiple event usages acknowledges that information received subsequent to the initial purchase may contain new or changed information and formatting. All subsequent purchases shall include such updates as may have been made.

4

C. A LICENSEE purchasing maintenance, subscription or interactive subscription shall be entitled to use modifications to the Database provided by CITY to LICENSEE as part of CITY's ongoing maintenance of the Database.

D.   LICENSEE may, from time to time, request that CITY incorporate certain features, enhancements or modifications into the Database. CITY may, in its sole discretion, undertake to incorporate such changes and distribute the Database, as modified, to all or any of CITY's licensees. Unless otherwise specified by CITY, such modifications and material automatically shall be deemed included within the definition of the term Database and subject to the terms and conditions of this Agreement and shall be the sole property of CITY. LICENSEE acknowledges and agrees that such modifications shall henceforth be considered a part of the public record.

E. CITY shall be under no obligation to make modifications that may be required for LICENSEE'S specific needs but may agree to make modifications for consideration of a payment for Value Added Electronic Public Records.

F. LICENSEE agrees to notify CITY in writing of any errors found in the Database and to provide CITY with a copy of any corrections LICENSEE has made.

G. General Derivatives submitted by LICENSEE to CITY for purposes of updating CITY's Database shall be deemed to reside in the public domain and be useable by the CITY as any other part of its Database. As a public domain database, City may not refuse to share it upon demand, however, said sharing would be governed by all conditions of this agreement.

Section 6.   SCOPE OF WORK, CHARGES AND PAYMENTS

A.   Scope of Work

GIS File Geodatabase containing LA San CleanStat Data Q1 – Q4 scored for the use dashboard creation and data development

B.   Charges - None

In consideration of the license rights granted in Section 3 above, LICENSEE agrees to pay CITY as a License Fee, the following amounts as determined from the Cost Schedule: $0

C.   Payments

All checks shall be made out to:	City of Los Angeles
All payments shall be delivered or sent to:	
GIS Customer Service	
Attn. Ali Poosti	Attn. Oscar Figueroa
2714 Media Center Dr.	2714 Media Center Dr.
Los Angeles, CA 90065	Los Angeles, CA 90065
Mail Stop 544	Mail Stop 544

All payments shall bear the notation: License WESD – UCLA 05192017

Section 7.   PROTECTION OF DATABASE

      A.   Proprietary Notices

1. CITY claims and reserves all ownership and rights afforded at law and in equity in all software, computer programs, compilations, and materials that constitute the Database and its products, including, but not limited to, under federal copyright law.

2.   LICENSEE agrees to respect and not to remove, obliterate, or cancel from view any copyright, trademark, confidentiality, or other proprietary notice, mark, or legend appearing on the Database or on the visual output, including, but not limited to, any such notices displayed to the user during the operation of the Database and any such notices in the Documentation, and agrees to reproduce and include the same on each Database or any portion thereof. All maps and printouts shall bear the following notice:

> "Reproduced with permission granted by City of Los Angeles, Bureau of Sanitation© (publication date) City of Los Angeles."

This section also applies to all work produced for demonstration purposes at trade shows, conventions and demonstrations by any Agent of CITY. CITY may seek damages for violation of Copyright Law under Section 8 C 2 of this Agreement in each instance of disregard of this requirement.

      B.   Ownership

1.   LICENSEE further acknowledges that the Database in any form provided by CITY or made by LICENSEE and any exact copies thereof, including, without limitation, all portions of the Products that are copied from or based on the Database, are the sole property of CITY.

2.   LICENSEE shall not have any right, title, or interest to said portions of the Products or to the Database or Documentation or any copies of any of the foregoing except as expressly provided in this Agreement, and further shall secure and protect the Database consistent with maintenance of CITY's proprietary rights therein.

3. All copyrights associated with the Database and all other rights thereto not specifically granted to the LICENSEE in this Agreement are reserved by CITY. Nothing contained in this Agreement shall be construed as conferring any license or right with respect to any trademark, trade name, brand name, or the corporate name of CITY.

4. It is agreed that Proprietary Derivatives shall be owned by the LICENSEE and that General Derivatives shall be owned by the CITY, except that any LICENSEE acting as an Agent for the CITY shall not claim any Proprietary Derivatives. . All errors to the Database corrected by the LICENSEE are deemed to be proprietary to the CITY.

Section 8. CONFIDENTIALITY AND INJUNCTIVE RELIEF

A. Acknowledgment

1. LICENSEE hereby acknowledges and agrees that the Database is a valuable proprietary product, embodying substantial creative efforts, trade secrets, and confidential information, ideas, and expressions. Accordingly, LICENSEE agrees to treat (and take precautions to ensure that its employees and Users treat) the Database as confidential information in accordance with the confidentiality requirements and conditions set forth below.

B. Maintenance of Confidential Information

1. LICENSEE agrees to keep confidential all confidential information disclosed to it by CITY and marked as confidential at the time of disclosure in accordance herewith, and to protect the confidentiality thereof, in the same manner in which it protects the confidentiality of similar information and data of its own (at all times exercising a reasonable degree of care in the protection of confidential information).

2. Upon ten (10) days written notice to LICENSEE, CITY shall have the right to inspect and audit LICENSEE's procedures and to examine LICENSEE's computer systems in order to determine whether such procedures and computer systems comply with the requirements set forth in this Agreement.

C. Injunctive Relief

1. LICENSEE acknowledges that the unauthorized use, transfer, assignment, sublicensing, or disclosure of the Database, Documentation, Products or copies thereof will:

  (a) substantially diminish the value to CITY of copyrights, and other proprietary interests that are the subject of this Agreement;

  (b) render CITY's remedy at law for such unauthorized use, disclosure, or transfer inadequate;

  (c) cause irreparable injury in a short period of time.

2. If LICENSEE materially breaches any of its obligations with respect to the use of confidentiality of the Database, Documentation, or Products, CITY shall be entitled to seek equitable relief to protect its interests therein, including, but not limited to, preliminary and permanent injunctive relief as well as damages for any additional licensing fees or any monetary damages caused by the actions of the LICENSEE by any breach of the agreement.

D. Survival

LICENSEE's obligations under this Section shall survive the termination of this Agreement or of any license granted under this Agreement for whatever reason for a period not to exceed five (5) years from the date of disclosure of confidential information.

Section 9. WARRANTY

A. Limited Warranty

1. CITY represents and warrants to LICENSEE that the Database will perform substantially as described in CITY's Documentation for the Database as of the Effective Date for a period of ninety (90) days from the date of delivery. Should CITY be in breach of its representation and warranty under this Section, CITY's entire liability and LICENSEE's exclusive remedy shall be, at CITY's option, either:

(a) return of the Database to CITY in exchange for a refund of the Database License Fee paid, or return of the Database to CITY or

(b) repair or replacement of the Database;

Provided, however, that CITY receives written notice from LICENSEE during the warranty period of a breach of warranty.

2. Any replacement Database will be warranted for the remainder of the original warranty period or thirty (30) days, whichever is longer.

3. The Database will be recorded with the effective date of that version. The warranty applies only to the recorded version of the Database issued, not to altered versions. Any reported defect must be documented with the recorded version of the Database issued to LICENSEE. If the reported defect cannot be duplicated, or the reported defect is due to LICENSEE's alterations to the software or data, the LICENSEE shall be liable for CITY's time and materials expended in the discovery and correction process.

B. Disclaimer of Warranties

1. The warranty stated in Section A above is the sole and the exclusive warranty offered by CITY. CITY makes no other warranties of any kind respecting the Database, documentation or services provided hereunder, either express or implied, including but not limited to any warranty of design, quality, accuracy, data integrity, lack of viruses and Trojan horse computer programs, completeness, performance, of merchantability, or of fitness for a particular purpose, even if CITY has been informed of such purpose.

2. No agent or employee of CITY is authorized to alter or exceed the warranty obligations of CITY as set forth herein.

3. It is highly probable that errors and omissions will occur in any record keeping process, especially when large numbers of records are developed and maintained, and that the Database may not meet LICENSEE's standards as to accuracy or completeness; notwithstanding the foregoing, LICENSEE agrees to take the Database "as is", fully expecting that there may well be errors and omissions in the data obtained from CITY.

     C.   Limitation of Liability

1. LICENSEE acknowledges and agrees that the consideration which CITY is charging hereunder does not include any consideration for assumption by CITY of the risk of LICENSEE's or LICENSEE's User's damages, including consequential or incidental damages, which may arise in connection with LICENSEE's use of the Database or Documentation. Accordingly, LICENSEE agrees that CITY shall not be liable to LICENSEE or to LICENSEE's Users for any damages, including loss-of-profit, indirect, incidental, special, or consequential damages, arising out of the licensing, sublicensing or use of the Database, Products, or Documentation. Further, LICENSEE agrees that it will defend and hold harmless any claim, demand, suit or action ("Action") by any third party against CITY, its departments, officers, directors, agents, employees, and affiliates for damages arising out of LICENSEE's use of the Database and Documentation or modification thereto, including paying all fees and costs incurred in defending and/or required to defend against such claims, demands, suit or Action but only in proportion to and to the extent such claims are caused by or result from the negligent or intentional acts or omissions of Recipient, its officers, employees and agents. LICENSEE also shall indemnify CITY, its departments, officers, directors, agents, employees, and affiliates against any loss, cost, expense, liability, damages, and attorneys' fees finally awarded and through and including any and all appeals against City or settlement as a consequence of such Action but only in proportion to and to the extent such claims are caused by or result from the negligent or intentional acts or omissions of Recipient, its officers, employees and agents.

2. Any provision herein to the contrary notwithstanding, the maximum liability of CITY to any person, firm, or corporation whatsoever arising out of or in connection with any license, use, or other employment of the Database delivered to LICENSEE hereunder, whether such liability arises from any claim based on breach or repudiation of contract, warranty, tort, or otherwise, shall in no case exceed the actual Database License Fee paid to CITY by LICENSEE for the Database the license, use, or other employment of which gives rise to the liability.

3. CITY shall have no liability or obligation with respect to any Derivatives or other modifications of the Database by LICENSEE or others. LICENSEE shall make every reasonable and prudent effort not to corrupt the accuracy of the Database.

Section 10.   <u>DEFAULT AND TERMINATION</u>

     A.   Events of Default

This Agreement may be terminated by the nondefaulting party if any of the following events of default occur:

1. A party materially fails to perform or comply with this Agreement or any provision hereof;

2. A party fails to strictly comply with the provisions of Section 7 (Protection of Database) or Section 8 (Confidentiality) or makes an assignment in violation of Section 12 (Nonassignability);

3. A party ceases doing business, becomes insolvent or admits in writing its inability to pay its debts as they mature, or makes an assignment for the benefit of creditors;

4. A petition under any foreign, state, or United States bankruptcy act, receivership statue, or the like, as they now exist, or as they may be amended, is filed by a party; or, such a petition is filed by any third party, or an application for a receiver is made by anyone and such petition or application is not resolved favorably within ninety (90) days.

      B.   Effective Date of Termination

1. Termination under subparagraphs 10A (3) or (4) above shall be effective on notice.

2. In all other cases, termination shall be effective thirty (30) days after notice of termination to the defaulting party if the defaults have not been cured within such thirty-day (30-day) period.

      C.   Obligations on Expiration or Termination

1. Upon termination or expiration of this Agreement, LICENSEE shall cease and desist all use of the Database, and LICENSEE shall deliver to CITY within three (3) days of termination all full or partial copies of the Database and Documentation and any variations thereof, including any Products, in LICENSEE's possession or under its control.

2. LICENSEE shall own its Proprietary Derivatives. All General Derivatives must be submitted to CITY.

3. LICENSEE acknowledges that its failure to comply with the obligations of this Section C will constitute unauthorized use of the Database, entitling CITY to equitable relief under Section 8 C above.

Section 11.   NOTICES

All notices, authorizations, and requests in connection with this Agreement shall be deemed given:
> (A) five days after being deposited in the mail, postage prepaid, certified or registered, return receipt requested; or

> (B) one day after being sent by overnight courier, charges prepaid; and addressed as first set forth above or to such other address as the party to receive the notice or request so designates by written notice to the other; or

> (C) upon receipt, if by facsimile and receipt is electronically or actually acknowledged.

Section 12.   NONASSIGNABILITY

LICENSEE shall not assign or transfer this Agreement or all or any part of its rights hereunder, by operation of law or otherwise, without the prior written consent of CITY. Any unauthorized assignment

or transfer shall be null and void and shall constitute grounds for immediate termination of this Agreement by CITY under Section 10 above. This Agreement shall inure to the benefit of and be binding upon any permitted successor or assign.

Section 13.   <u>GOVERNING LAW</u>

Unless where preempted by Federal laws such as in Copyright Laws, this Agreement shall be enforced and interpreted under the laws of the State of California and the City of Los Angeles, without any regards to the conflict of law principles. Parties hereby agree to submit to the exclusive jurisdiction of and venue in the courts of competent jurisdiction in the County of the Los Angeles in any disputes related to or arising out of this Agreement.

Section 14.   <u>SEVERABILITY</u>

If any provision of this Agreement shall be held by a court of competent jurisdiction to be illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect

Section 15. <u>CITY CONTACTS</u>

The following are CITY contact names for administration of this licensing agreement.

Program Manager	Ali Poosti	(323) 342-6228
Mapping/GIS	Oscar Figueroa	(323) 342-6222

IN WITNESS WHEREOF, the LICENSEE has caused its duly authorized representatives to execute and deliver this Agreement as of the date first set forth below.

CITY OF LOS ANGELES

_____

Ali Poosti, Program Manager
Bureau of Sanitation
Wastewater Engineering Services Division
Date:

_____

Dr. Vivian Lew, Faculty Advisor
University of California Los Angeles
Box 951405, 2147 Murphy Hall
Los Angeles, CA 90095-1405Date: