

CDxports/CDxjobs License Agreement

1. THE PARTIES

This License Agreement (the "Agreement") is between _____ (the "Customer"), as licensee, and The Trade Partnership, as licensor, and is dated _____, 20____.

2. PRODUCTS

The products subject to this Agreement consist of databases of U.S. exports by Congressional District (*CDxports*) and U.S. jobs related to exports by Congressional District (*CDxjobs*) and any related documentation, as provided by The Trade Partnership to Customer (the "Products").

3. LICENSE

A. The Trade Partnership agrees to provide Customer with a non-exclusive, nontransferable license to have access to and use of the Products provided to Customer. Customer agrees to pay fees to The Trade Partnership according to the terms of this Agreement and to use the Products only in the manner set forth herein.

B. Customer may utilize the information contained in the Products to create databases, analyses or similar products ("Derivative Offerings") so long as each such Derivative Offering prominently credits The Trade Partnership as the source of information utilized by the Customer in the Derivative Offering. (By way of example, Customer may credit The Trade Partnership by having a legend or footnote at the bottom of each page or table in a database, stating "*Source: The Trade Partnership, Washington DC, from the U.S. Bureau of the Census and the U.S. Department of Agriculture.*") Other than as allowed above, Customer may use the Products only for internal purposes and shall not use the Products as a component of or a basis for a database or other written or electronic documentation prepared for commercial sale, access or distribution outside of Customer's organization.

C. Subject to Section 8 below, the license and rights granted to Customer hereunder shall not terminate.

D. Customer agrees to promptly register this Agreement if required, and to obtain any necessary governmental approval(s) as may be required, by the laws or regulations of any country for which the Products are issued to Customer. Customer is responsible for demonstrating to The Trade Partnership's satisfaction that all such registrations and approvals as are required have been obtained.

E. Customer hereby acknowledges and agrees that The Trade Partnership retains all right, title, and interest in and to the Products. Customer does not acquire any rights, express or implied, in the Products, other than those explicitly specified in this Agreement.

4. EQUIPMENT SUPPORTED

A. If The Trade Partnership publishes a list of system requirements for use in conjunction with the Products, such list constitutes neither an endorsement of such equipment or software, nor any warranty or representation that the equipment will function to the satisfaction of Customer. For the purposes hereof, the term "system requirements" includes such software programs that may be utilized in conjunction with computer hardware devices, such as operating systems and other programs.

B. Because The Trade Partnership has no control over equipment that is manufactured and/or distributed by third parties, Customer's use of equipment is solely Customer's responsibility, and

The Trade Partnership shall not be responsible for any defects, malfunctions or any other problems that may arise in Customer's use of equipment.

5. COPYRIGHT AND PROTECTION

A. The Products, including all portions thereof, except where expressly stated otherwise, are protected by copyright and other laws respecting proprietary rights. Unauthorized reproduction, transfer and/or use may be a violation of criminal as well as civil law.

B. Customer shall take all necessary action, whether by instruction, agreement or otherwise, to restrict, control and limit the use of and access to the Products to those uses expressly permitted hereunder (unless prior written agreement has been obtained from The Trade Partnership) and shall protect and secure the Products, and all portions thereof, to prevent unauthorized copying, transfer or use.

C. The Products contain highly proprietary and valuable trade secrets of The Trade Partnership. Accordingly, it is acknowledged that unauthorized copying, transfer or use may cause The Trade Partnership irreparable injury that cannot be adequately compensated for by means of monetary damages. It is therefore agreed that any breach of this Agreement by Customer may be enforced by means of equitable relief (such as, but not necessarily limited to, injunctive relief), without the necessity of posting bond, in addition to any other rights and remedies that may be available.

D. Customer may not use any data or documentation received from The Trade Partnership except as expressly provided in this Agreement and except as permitted by U.S. copyright law, which law shall govern the use of all data and documentation received from The Trade Partnership. Customer agrees, for itself and for any party acting by or through Customer: (1) to allow any documentation, products, or data received from The Trade Partnership to be used only by Customer's (i) employees, in the case of a governmental agency or other organization with paid employees, (ii) faculty, enrolled students and staff in the case of educational institutions, or (iii) library patrons, in the case of libraries (the authorized users in each such entity are hereinafter referred to as the "Approved User-Base"); (2) not to transfer, by any means whatsoever, any data or documentation received from The Trade Partnership (or copies thereof), to any person, organization or institution outside the Approved User-Base; and to prohibit any member of the Approved User-Base from doing so; (3) not to sell, exchange, barter, or transfer, rent, lease, loan, resell for profit, distribute or in any other way commercially exploit any data or documentation received from The Trade Partnership, except for use as part of the ordinary library-patron relationship, and only as such use may be permitted by U.S. copyright law; and (4) not to remove or obscure copyright notices contained on data or documentation received from The Trade Partnership.

6. LIMITED WARRANTY AND RISKS

A. The Trade Partnership provides the following limited warranty to Customer, that: (1) It has the right to enter into this Agreement and to license the Products to Customer; and (2) the file or media provided to Customer is not defective at the time it is shipped to Customer. The file may contain errors and, although The Trade Partnership may attempt to correct significant errors in the file, The Trade Partnership does not warrant that all errors will be corrected. The term of this limited warranty with respect to any Product or Product portion for which Customer makes a warranty claim shall be one year from the date of shipment of such Product or Product portion to Customer. Customer's sole and exclusive remedy under this limited warranty is to return the Product or Product portion to The Trade Partnership, postage prepaid, for free repair or replacement within ninety (90) days of Customer's discovery of error or malfunction.

B. Although the Products have been prepared using reasonable standards of care and while there are no indications or reasons to believe that there exist inaccuracies or defects in the Products, THE TRADE PARTNERSHIP MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXCEPT AS SET FORTH IN SECTION 6(A) IMMEDIATELY ABOVE, WHICH ARE IN LIEU OF ANY AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE TRADE PARTNERSHIP NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR THE TRADE PARTNERSHIP ANY OTHER LIABILITY IN CONNECTION WITH THE LICENSING OF THE PRODUCTS UNDER THIS AGREEMENT AND/OR THE USE THEREOF BY CUSTOMER OR THIRD PARTIES.

C. CUSTOMER UNDERSTANDS THAT THE DATA AND INFORMATION UNDERLYING THE PRODUCTS HAVE BEEN DERIVED FROM GOVERNMENTAL SOURCES AND HAVE NOT BEEN GATHERED OR VERIFIED BY THE TRADE PARTNERSHIP. THUS, THE TRADE PARTNERSHIP DOES NOT WARRANT THE ACCURACY OF INFORMATION CONTAINED WITHIN ANY DATABASE, AND CUSTOMER HEREBY ASSUMES ALL RESPONSIBILITY PERTAINING TO THE USE THEREOF UNDER THIS AGREEMENT. THE TRADE PARTNERSHIP SHALL NOT BE LIABLE FOR LOSS OF PROFITS, LOSS OF USE OF PRODUCTS (OR PORTIONS THEREOF), INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, EVEN IF AWARE OF THE POSSIBILITY THEREOF.

D. IN NO EVENT MAY CUSTOMER BRING ANY CLAIM OR CAUSE OF ACTION AGAINST THE TRADE PARTNERSHIP MORE THAN ONE (1) YEAR AFTER SUCH CLAIM OR CAUSE OF ACTION ARISES. IRRESPECTIVE OF THE CAUSE OR FORM OF ACTION, LIABILITY UNDER THIS AGREEMENT SHALL IN NO EVENT EXCEED THE FEE THEN PAID BY CUSTOMER FOR THE PRODUCTS GIVING RISE TO THE CLAIM OR CAUSE OF ACTION, WHETHER OR NOT DUE TO BREACH OF WARRANTY, OF ANY OBLIGATION ARISING HEREUNDER, AND WHETHER LIABILITY IS EXPRESSED IN CONTRACT OR IN TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY.

E. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF IMPLIED WARRANTIES OR OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO EVERY CUSTOMER AND CUSTOMER MAY ALSO HAVE OTHER RIGHTS THAT VARY FROM STATE TO STATE.

F. Customer agrees to indemnify, defend and hold The Trade Partnership harmless from and against any and all claims from third parties arising out of or in any way related to Customer's use of the Products hereunder, or from and against any and all claims, losses, damages and expenses resulting from Customer's use, in breach of any of the terms of this Agreement, of any data or documentation received from The Trade Partnership, regardless of the form of action.

7. PRICES AND PAYMENTS

A. Prices applicable to Products are as published in The Trade Partnership's then-current price list(s) and are payable in advance of shipment of Products. Customer shall be liable for all costs of collection, reasonable attorney's fees and court costs if The Trade Partnership seeks to collect delinquent payments and/or enforce any other rights or remedies available. Failure or delay in rendering payments due The Trade Partnership under this Agreement shall, at the option of The Trade Partnership, constitute a material breach of this Agreement. In addition to any other rights and remedies available to The Trade Partnership resulting from Customer's breach hereof, The Trade Partnership may retain any deposit of Customer.

B. Products are provided F.O.B. point of shipment and shipment charges may be invoiced

separately.

8. TERMINATION

A. If Customer breaches any provision of this Agreement, in addition to any rights or remedies, The Trade Partnership may terminate this Agreement and all licenses granted hereunder without prior notice.

B. Upon the cancellation or termination of this Agreement or of any Products licensed hereunder by either party and for any reason whatsoever, Customer shall return the affected Products and shall destroy or erase any copies installed on computer systems. Upon the request of The Trade Partnership, Customer will certify in writing that Customer has complied with all of the provisions hereof and has not retained the Products or copies thereof. In the event of loss or theft of a Product, The Trade Partnership, at its option, may require Customer to execute a Certificate of loss or theft, as appropriate, and Customer agrees to execute such Certificate.

9. GENERAL

A. All notices, consents or other communications referred to herein shall be in writing, and shall be sent to the other party by first class mail, postage prepaid, addressed to that party at the address specified in this Agreement or to such alternative address as either party may furnish in writing to the other from time to time. Service shall be effective on the earlier of actual receipt or the second business day after the day of mailing.

B. The Trade Partnership shall not be liable or deemed to be in default for any delays or failure in performance resulting directly or indirectly from any cause or circumstance beyond its reasonable control, including but not limited to acts of God, war, riot, embargoes, acts of civil or military authority, fire, flood, accidents, strikes or labor shortages, transportation facility shortages, fuel or materials or for failures of equipment, telecommunications facilities or software programs not included in Products.

C. Customer may not assign this Agreement, and the license granted herein, to any third party. Without limiting the foregoing, all the terms and provisions of this Agreement shall be binding upon and inure to the benefit of and be enforceable by the respective successors and assigns of the parties hereto.

D. If any term or condition hereof is found by a court or administrative agency to be invalid or unenforceable, the remaining terms and conditions hereof shall remain in full force and effect and shall be enforceable to the maximum extent permitted by law.

E. If the Customer utilizes a purchase order in conjunction with this Agreement, then Customer agrees that the following statement is hereby automatically made part of such purchase order: "The terms and conditions set forth in The Trade Partnership License Agreement are made part of this purchase order and are in lieu of all terms and conditions, express or implied, in this purchase order, including any renewals hereof".

F. This Agreement shall be construed and interpreted solely in accordance with the laws of the District of Columbia, United States of America, without giving effect to the principles of conflict of law thereof.

G. The Trade Partnership's remedies as set forth herein are not exclusive and are in addition to any and all other remedies available at law or in equity, none of which shall be deemed as waived by virtue of exercise of any other remedy.

H. This Agreement represents the entire agreement and understanding of the parties with

respect to the subject matter hereof and supersedes any and all prior agreements and understandings. There are no representations, warranties, promises, covenants or undertakings, except as described herein.

I. Notwithstanding any of the foregoing, it is Customer's exclusive responsibility to abide by all United States laws and regulations relating to export of data.

J. This Agreement may be executed in any number of counterparts, including by facsimile, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

K. The headings contained in this Agreement have been inserted for the convenience of reference only, and neither such headings nor the placement of any term hereof under any particular heading shall in any way restrict or modify any of the terms or provisions hereof. Terms used in the singular shall be read in the plural, and vice versa, and terms used in the masculine gender shall be read in the feminine or neuter gender, when the context so requires.

L. Any waiver of any provision hereof (or in any related document or instrument) shall not be effective unless made expressly and in a writing executed in the name of the party sought to be charged. The failure of any party to insist, in any one or more instances, on performance of any of the terms or conditions of this Agreement shall not be construed as a waiver or relinquishment of any rights granted hereunder or of the future performance of any such term, covenant or condition, but the obligations of the parties with respect thereto shall continue in full force and effect.

In Witness Whereof, the Customer and The Trade Partnership have entered into this Agreement as of the date first written above.

_____ (Customer)

By: _____

Title: _____

Address:

The Trade Partnership

By: _____

Laura Baughman
President

Address:

1001 Connecticut Avenue, NW, Suite 1110
Washington, DC 20036