

ORDINANCE NO. 8283-33

AN ORDINANCE
APPROVING AND AUTHORIZING THE
EXECUTION OF SOFTWARE LICENSE AGREEMENTS

WHEREAS, the City of Urbana has developed or caused to be developed certain computer software programs for various municipal purposes; and

WHEREAS, various units of government and other entities have expressed an interest in being granted a license to use such computer software programs; and

WHEREAS, the City of Urbana, by granting such a license to other governmental units and other entities, can recover a portion of the costs associated with such development and also provide funds for any future development of such computer software programs.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF URBANA, ILLINOIS, as follows:

Section 1. That the various computer software programs owned and developed by the City of Urbana and listed on Exhibit 1, which said Exhibit 1 is attached hereto and incorporated herein by reference, may be licensed under an agreement by the City of Urbana for use by other governmental units and other entities at such price or fee as is so designated and reflected on the said Exhibit 1. From time-to-time and as such new computer software programs are developed or existing computer software programs are modified, the City Comptroller be and the same is hereby authorized to add to the said Exhibit 1 such newly developed or modified computer software programs at such prices

as are consistent with the computer software programs so designated and reflected on the said Exhibit 1 and is also authorized to modify or change the prices of any or all such computer software programs so designated and reflected on the said Exhibit 1, as such exhibit may be then so modified, to such prices as may then prevail in the open market for similar computer software programs.

Section 2. That the form of such software license agreements between the City of Urbana and the various other governmental units or other entities, in substantially the form of the copy of the Software License Agreement attached hereto as Exhibit 2 and hereby incorporated by reference, be and the same is hereby authorized and approved.

Section 3. That the Mayor of the City of Urbana, Illinois be and the same is hereby authorized to execute and deliver and the City Clerk of the City of Urbana, Illinois be and the same is hereby authorized to attest to said execution of said Agreements in substantially the form thereof for and on behalf of the City of Urbana, Illinois.

This Ordinance is hereby passed by the affirmative vote, the "ayes" and "nays" being called, of a majority of the members of the Council of the City of Urbana, Illinois, at a regular meeting of said Council.

PASSED by the City Council this 18th day of October, 1982.

Ruth S. Brookens
Ruth S. Brookens, City Clerk

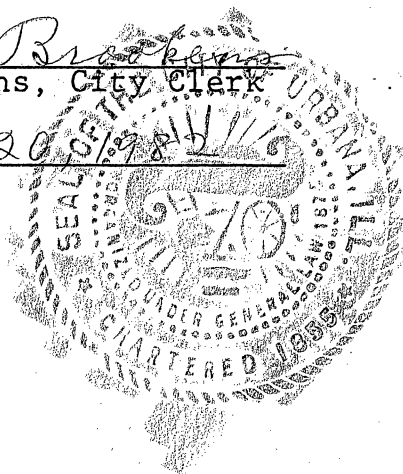
APPROVED by the Mayor this 26th day of October, 1982.

Jeffrey T. Markland
Jeffrey T. Markland, Mayor

THIS IS THE ATTACHMENT WHICH IS REFERRED TO IN
ORDINANCE NO. 8283-33 AND IS INCORPORATED
THEREIN BY REFERENCE.

Ruth S. Brookens
Ruth S. Brookens, City Clerk

October 20, 1984
Date



Price Listing-Software Programs

1. Payroll Reporting	\$ 2,500
2. Tree Inventory	1,000
3. Fixed Assets	1,000
4. General Ledger/Budget & Forecast/Vendor Reporting	2,500
5. Police Reporting	2,500
6. Sewer Benefit Tax Billing & Reporting	1,500
7. Special Assessment Reporting	1,000
8. Management Reporting	1,000
9. Engineering Project Reporting	1,000
10. Parking-Tickets	3,000
11. Budget Document	1,000
12. Vehicle Service Accounting	2,000

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SOFTWARE LICENSE AGREEMENT

Licensee:

Name of Entity_____
Incorporation or Other Status_____
Street_____
City_____
State_____
Zip_____
Licensed Software:_____
Software Name_____
Software License Fee_____
Designated Computer (CPU):_____
Type_____
Serial Number_____
Location

This License Agreement is made and entered into this
____ day of _____, 1982, by and between the City of
Urbana, a municipal corporation of the State of Illinois, having
its principal place of business at 400 South Vine Street,
Urbana, Illinois 61801 (hereinafter referred to as "City") and
the above-entitled Licensee.

W I T N E S S E T H:

This License Agreement applies to the above-identified Licensed Software in the form of computer program material in machine-readable form and associated printed materials and documentation supplied by City.

1. **LICENSE.** City hereby grants to Licensee a non-transferable and nonexclusive License to use the Licensed Software only on the above designated Computer and subject to the terms and restrictions set forth in this License Agreement.

2. **LICENSE FEE.** Licensee agrees upon execution of this Agreement to pay City a one-time fee, as stated above, refundable only in accordance with the provisions of Paragraph 3. City agrees, upon receipt of said fee, to furnish Licensee with one copy of Licensed Software in the form of computer program material on machine-readable media with associated printed materials and documentation, all of which bear City's proprietary notice.

3. **SOFTWARE--REFUND POLICY.** If within thirty (30) days after shipment by City of Licensed Software to Licensee, Licensee is not satisfied with the performance of the Licensed Software, Licensee may return Licensed Software for a full refund. The original machine-readable media, printed materials and documentation must be returned along with a letter signed by an authorized officer of Licensee testifying as to the destruction of all other copies of Licensed Software.

4. **NONDISCLOSURE.** The Licensed Software and any original and copies thereof, in whole or in part, whether said original and copies are made by Licensee or any one else, and all other intellectual and proprietary rights therein, are and remain the valuable property of City. Licensee agrees not to disclose or otherwise make available Licensed Software, in any form, to any person for any purpose other than as necessary to the Licensee's use of Licensed Software as authorized herein. Licensee shall safeguard all copies of Licensed Software against unauthorized disclosure and take such steps as necessary to insure that the provisions of this Agreement are not violated by any employee of Licensee.

5. **RESTRICTIONS ON USE.** This License authorizes Licensee to use Licensed Software only on the above-identified designated computer. A separate License is required for each computer (CPU) on which Licensed Software is to be used. Licensed Software materials provided by City in printed form pursuant to this Agreement shall not be copied, in whole or in part, by Licensee. Additional copies of printed Licensed Software materials may be licensed from City at the charges in effect at the time such additional materials are furnished by City. Licensed Software materials provided by City in machine-readable form pursuant to this Agreement may be copied by Licensee, in whole or in part, provided such copy is for archival purposes only for Licensee's own use, that no more than one (1)

such copy is in use at any time and that such copy remains subject to all other terms of this Agreement. Licensee agrees to reproduce and include City's proprietary notices on any copies, in whole or in part, in any form, including partial copies and modifications of Licensed Software.

6. **UPDATE AND ENHANCEMENT.** City may, from time-to-time, enhance the performance of Licensed Software, but in so doing, incurs NO obligations to furnish such enhancements to any Licensee.

7. **COPYING OR REPRODUCTION PROHIBITED.** The Licensee may not copy or otherwise reproduce Licensed Software or any part of it except as expressly permitted in this License Agreement, and the Licensee shall not remove any proprietary notices from Licensed Software.

8. **WARRANTY AND LIMITATION OF LIABILITY.** Licensed Software is furnished by City solely on an "AS IS" basis, but with a thirty (30) day refund policy (Paragraph 3 above). City warrants that it has the full power and authority to grant the rights granted herein. City MAKES NO OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, WITH RESPECT TO LICENSED SOFTWARE, ITS MERCHANTABILITY OR ITS FITNESS FOR ANY PARTICULAR PURPOSE. The entire risk as to quality and performance of Licensed Software is with Licensee. Except as stated in Paragraph 3, should Licensed Software prove defective, Licensee assumes the entire cost of all necessary servicing, repair or correction, and of any incidental or consequential damages. In no event will City be liable for direct, indirect, incidental or consequential damages resulting from any defect in Licensed Software or from its use, whether or not under this Agreement.

9. **SALE, ASSIGNMENT, GIFT OR TRANSFER PROHIBITED.** Licensee may not sell, assign, give or otherwise transfer this License or the Licensed Software to any third party without City's prior written consent.

10. **COSTS OF PROCEEDINGS.** If City is required to engage in any proceedings, legal or otherwise, to enforce its rights under this Agreement with respect to its proprietary rights in Licensed Software, City shall be entitled to recover from Licensee, in addition to any other sums due, reasonable attorney's fees, costs, and necessary disbursements involved in such proceedings. Failure of City to seek remedy of any breach of any portion of this Agreement by Licensee from time-to-time shall not constitute a waiver of such rights in respect to the same or any other breach.

11. **GOVERNING LAW.** This Agreement shall be governed by the laws of the State of Illinois. If any of the provisions of this Agreement are invalid under any applicable statute or rule of law, they are, to that extent, deemed omitted.

12. WHOLE AGREEMENT. LICENSEE ACKNOWLEDGES THAT IT HAS READ THIS AGREEMENT, UNDERSTANDS IT AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS. FURTHER, LICENSEE AGREES THAT THIS AGREEMENT IS THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN THE PARTIES WHICH SUPERCEDES ALL OTHER PROPOSALS OR PRIOR AGREEMENTS, ORAL OR WRITTEN, AND ALL OTHER COMMUNICATION BETWEEN THE PARTIES RELATING TO THE SUBJECT MATTER OF THIS AGREEMENT.

IN WITNESS WHEREOF, the parties hereto have executed this License Agreement by the signature of their respective officers, thereunto duly authorized, as of the day and year first above written.

LICENSEE

Name of Entity

By: _____

Title

ATTEST:

Title

CITY OF URBANA, ILLINOIS

By: _____

Jeffrey T. Markland, Mayor

ATTEST:

Ruth S. Brookens, City Clerk