

## EDM's AMS RFP Shell License and Disclaimer

This license outlines in “plain English” an agreement between Effective Database Management, LLC, ('us, we') and the purchaser of the AMS RFP Shell ('you').

### **1 Intellectual property**

- 1.1 We reserve all intellectual property rights in the RFP Shell, including copyright.
- 1.2 You may not make use of the RFP Shell in any manner, except as outlined in this license.
- 1.3 We warrant that the use of the RFP Shell according to the terms of this agreement will not result in the infringement of the rights of any third parties.

### **2 Appropriate use**

- 2.1 We grant you a license to use the RFP Shell when preparing internal documents.
- 2.2 Copies of the RFP Shell may be made, as long as they remain within your Association.
- 2.3 An explicit license is granted to you to use the RFP Shell requirements in a publicly-released RFP, as long as we are identified as the source of the material.

### **3 Inappropriate use**

- 3.1 You may not sell, license or otherwise provide any part of the RFP Shell to another party, except as outlined above.
- 3.2 You may not use the RFP Shell when preparing material on behalf of any third party. This includes any contracting or consulting arrangement.
- 3.3 If you breach the terms of this agreement, we will sue you for damages, and to prevent the breach.

### **4 Disclaimer**

- 4.1 We do not claim that the requirements in the RFP Shell are without error or omission, and you must use your best judgment when applying them. You agree not to hold us liable for any decisions you make based on use of this RFP shell.

### **5 Jurisdiction**

- 5.1 This agreement is governed by US and Virginia law.

Effective Database Management, LLC  
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