

## 511 TRANSIT STATIC DATA FEED LICENSE AGREEMENT

RECIPIENTS OF TRANSIT INFORMATION THROUGH THE 511 TRANSIT STATIC DATA FEED ARE REQUIRED AS A CONDITION OF ITS RECEIPT TO AGREE TO THE FOLLOWING TERMS AND CONDITIONS.

### Background

MTC gathers and integrates transit information, including without limitation maps, tables, numbers, graphics, and text, for the San Francisco Bay Area (referred to herein as “the Information”) from a variety of sources, including Bay Area transit agencies and service providers. MTC makes the Information available to third parties (“Recipients”) through the 511 Transit Static Data Feed, subject to the terms and conditions in this License Agreement.

### Terms and Conditions

#### 1. Grant of License

Subject to the limitations and disclaimers in Paragraphs 2 and 3 herein, MTC hereby grants to Recipient a nonexclusive, royalty-free, worldwide, non-transferable license to use, sublicense, copy, distribute, and store (electronically or otherwise) the Information; to create derivative works from the Information; to display (publicly or otherwise) the Information; and to make the Information available to end users through Recipient’s services, sites or applications.

#### 2. Limitations on Grant of License

Recipient’s license to the Information is subject to the following limitations and conditions:

- a. Recipient shall use commercially reasonable efforts to maintain the most current available Information in its services, sites or applications that are available to the public. Nothing in this Agreement obligates Recipient to make available any or all of the Information, in any of Recipient’s services, sites, or applications.
- b. The Information may not be sold as received on a standalone basis without the prior written agreement of MTC.
- c. Any sublicenses of the Information shall be subject to the terms and conditions of this Agreement. Recipient agrees to secure from prospective sublicensees their written acceptance of these terms and conditions prior to providing the Information and to provide MTC with copies of such acceptances upon request.
- d. Recipients who repackage or redistribute the Information shall on a quarterly basis provide MTC a list (or an update to the existing list) of those to whom they redistribute the Information, and locations and website addresses at which applications of the Information are being made publicly available.
- e. Recipient agrees to provide MTC usage statistics on a quarterly basis from its public applications using the Information. The specific type of usage data and its reporting format will be determined between MTC and Recipient, and set out in Exhibit 1 of this Agreement. The usage statistics will include those of any down-stream data users or disseminators who are using the Information in an arrangement with Recipient to receive such Information.
- f. Recipient waives any claims against MTC resulting from rights that others may assert based on Recipient’s exercise of this grant of license, including without limitation claims of copyright infringement or violation of other intellectual property rights.
- g. Recipient agrees that its publicly available applications that use the Information will not provide an automatic or default preference for the selection, utilization and/or display of data from one transit agency or provider over other transit agencies or providers that are also included in the

Information that they utilize. (This is referred to as the “agency neutral preference condition”). For the avoidance of doubt, the foregoing does not prohibit preference for the selection, utilization and/or display of data of one transit agency or provider over other transit agencies or providers by end users, or based on objective criteria or measures (for example in a trip planning application: fastest route, route with fewest transfers, route that favors rail over bus, etc.) in said applications.

- h. Recipient agrees that it will not use, display, or authorize third parties to use transit service providers’ intellectual property, trademarks, or logos on applications that utilize the Information in part or in whole without separately obtaining the express permission of the agency or organization that controls the rights to these features.

### **3. Disclaimers**

The Information is provided on an “AS IS”, “AS AVAILABLE” and “WITH ALL FAULTS” basis. MTC makes no warranty of any kind for the Information, express or implied, including but not limited to any warranties of merchantability or fitness for a particular purpose, nor shall the distribution of the Information constitute any warranty.

The Information is collected from various sources and will change over time without notice. MTC assumes no responsibility or legal liability for the accuracy, completeness, reliability, timeliness, or usefulness of the Information. Furthermore, although MTC reasonably believes that making the Information available for Recipient inspection is not an infringement or other violation of any third party’s intellectual property rights, MTC makes no warranty or guarantee as to the ownership of any intellectual property or other property interest contained in the Information.

Information availability, data definition and data accuracy are all subject to change.

### **4. 511 Transit Static Data Feed Operations**

MTC, through its 511 Transit Contractor, will provide Recipient with access to the Information. Subject to the Disclaimers in Paragraph 3 herein, MTC intends, through its 511 Transit Contractor, to compile the Information from the best available sources and to provide a best efforts approach to the dissemination of such Information. Reasonable efforts will be made by MTC or its 511 Transit Contractor to advise Recipient of both expected and unexpected changes in the operational status of the 511 Transit Static Data Feed, to the extent feasible.

Recipient is encouraged to contact MTC’s 511 Transit Contractor ([Transit@511.org](mailto:Transit@511.org)) to report suspected system operational or maintenance problems.

### **5. Use of MTC’s 511 Brand and Trademark**

MTC grants to Recipient a worldwide, non-exclusive, royalty-free right and license to use and sublicense for use MTC’s 511 brand and trademark (attached hereto as Exhibit 2), in reference to its applications or the applications of sublicensees that use the Information, in accordance with MTC’s “511 Brand Toolbox,” available at <http://www.511.org/toolbox/default.asp>.

Recipient agrees that its primary publicly available application(s) including the Information will acknowledge the source of the data with the following statement (or similar if approved by MTC): “Transit data supplied through agreement with San Francisco Bay Area’s 511 and participating transit providers”, and provide a link to the 511 Transit website (<http://transit.511.org>). Recipient shall confer with MTC on a preferred location for this statement in case of problems implementing this requirement.

### **6. Notices**

Any notices under this Agreement shall be directed as described in Exhibit 3, Notices.

## 7. Term and Termination

This Agreement shall remain in force indefinitely, until or unless terminated by either Party with or without cause by thirty (30) day advance written notice. The termination of this Agreement does not release Recipient from the responsibilities, liabilities, or indemnification set forth in the Agreement. Those provisions that by their nature should survive termination are deemed to survive termination.

## 8. Governing Law, Jurisdiction and Venue

The laws of California, excluding its choice of law rules, and applicable federal U.S. laws will govern the Agreement. The exclusive jurisdiction and venue for any dispute, action, or suit of any nature involving this Agreement and the Information and its content, including, but not limited to, actions for injury to a person or property or infringement of intellectual property rights, shall reside in either the Federal District Court, Northern District of California or the Superior Court of California situated in Alameda, California, as applicable.

*The parties accept to and will abide by all of the terms and conditions of this 511 Transit Static Data Feed Agreement .*

*For Recipient:*

Signature \_\_\_\_\_  
Print Name and Title \_\_\_\_\_  
Organization \_\_\_\_\_  
Address \_\_\_\_\_  
City & Zip Code \_\_\_\_\_

*For MTC:*

Signature \_\_\_\_\_  
Name and Title      Melanie Crotty, Director of Traveler Coordination & Information

Mailing Address:      Attention: 511 Transit Static Data Feed  
MTC  
101 Eighth Street  
Oakland, CA 94607-4700

### Exhibit 1

**A.** Please briefly describe your expected uses/applications of the Transit Data Feed Information, including any plans to redistribute, enhance, repackage, or otherwise add value to the transit Information:

**B.** If you plan to offer publicly available applications using this Information, please list the website address(es) and other locations where these will be available in the following space. If not, please skip to Section **D**, below (Recipients who do not provide public access to their applications using this Information do not need to provide usage statistics to MTC).

**C.** Recipients of the 511 Transit Static Data Feed shall provide the following public usage statistics to MTC on a quarterly basis, if the applications are publicly displayed and made available from Recipient's distribution media (ex: websites, PDA application downloads, instant messaging, interactive voice response system, etc.). Recipient shall provide usage statistics for their publicly provided applications that offer the following types of information, as applicable, when utilizing the 511 Transit Data Feed:

1. Number of unique User Sessions
2. Number of Transit Schedules accessed
3. Number of Maps requested that display the transit-based Information
4. Number of Transit Trip Plan itineraries generated
5. Other (for other types of usage statistics not shown above)

These usage statistics shall be provided to MTC no later than 15 calendar days following the end of each quarter (end of quarters are: March 31, June 30, September 30, December 31).

Email usage statistics to: [Transit@511.org](mailto:Transit@511.org)  
Attn: Transit Data Feed

If Recipient is not certain that their publicly available applications using this Information will be relevant to these types of user statistics (#1-5 listed above), check here: \_\_\_\_\_. In these cases, 511 Transit will contact the Recipient to discuss an alternative for statistics based on the usage of this Information.

**D.** Primary ongoing contact information for Recipient (to be filled in by all Recipients):

Name and Title:

Contact at (email address):

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## Exhibit 2



### **Color logo**

The Color logo should be used whenever possible. It works best against a light-colored background.

**Exhibit 3**

**Notices**

**For MTC:** Attention: 511 Transit Static Data Feed  
MTC  
101 Eighth Street  
Oakland, CA 94607-4700

*or*

[Transit@511.org](mailto:Transit@511.org)

**For RECIPIENT:** Attention: \_\_\_\_\_  
Organization and Title \_\_\_\_\_  
Address \_\_\_\_\_  
City & Zip Code \_\_\_\_\_  
Email address \_\_\_\_\_