



## **DEVELOPER LICENSE AGREEMENT AND TERMS OF USE**

### **Torrance Transit System TTS MyBusInfo**

The Torrance Transit System (the "Licensor" or "TTS"), utilizes a real-time automated vehicle location system to track the location of TTS vehicles and uses this data to populate a tracking service providing estimated arrival time for TTS vehicles (the "TTS MyBusInfo"). TTS hereby grants you ("Licensee") non-exclusive, limited and revocable rights to use, reproduce, and redistribute TTS MyBusInfo data subject to the following terms and conditions:

#### **Terms of Use**

By using the TTS MyBusInfo, the Licensee agrees to be bound by all of the terms and conditions set forth in this Developer License Agreement and Terms of Use of TTS MyBusInfo (the Agreement).

#### **Limited License**

This license is limited to uses that utilize the data for assisting mass transportation (bus or rail) riders.

#### **Ownership**

All right, title and interest to any copyrights, patents or other intellectual property rights embodied in the TTS MyBusInfo including but not limited to, any new or useful art, discovery, improvement, technical development or invention, whether or not patentable, and all related know-how, designs, mask works, trademarks, formulae, processes, trade secrets, ideas, artworks, software or other copyrightable or patentable work, are TTS's sole and exclusive property, except for any pre-existing rights belonging to a third party, which remain solely and exclusively the property of that party.

#### **Identification of TTS Information**

Licensee shall have the option, but not the obligation, to credit the Torrance Transit System for the TTS MyBusInfo data. If Licensee so chooses, the credit line should be placed as close to the actual TTS MyBusInfo information as reasonably possible. Any such credit line should read either: (1) "Data provided by TTS MyBusInfo" or (2) "Source: TTS MyBusInfo".

#### **Disclaimer of Warranties**

Licensee agrees that the TTS MyBusInfo is provided on an "as is" and "as available" basis. TTS disclaims all warranties, express or implied, including but not limited to implied warranties of merchantability, fitness for a particular purpose, accuracy or non-infringement. Licensee agrees its use of TTS MyBusInfo and its data is at Licensee's sole risk. For purposes of this Agreement, TTS MyBusInfo and its data includes any data and/or information derived from any electronically transferred data and/or information received by Licensee from TTS for purposes of TTS MyBusInfo.

## No Guarantee or Warrantee of Availability of Data

TTS reserves the right at any time and from time to time to discontinue posting the TTS MyBusInfo data (or any part thereof), temporarily or permanently, with or without notice to Licensee. Licensee agrees that TTS will not be liable to Licensee for any modification, suspension or discontinuance of the availability of the data. TTS reserves the right to alter, correct or modify TTS MyBusInfo at any time without prior notice to Licensee.

## Indemnification

Licensee agrees to indemnify, defend and hold harmless TTS and its officers, directors, and employees from and against all fines, suits, proceedings, claims, causes of action, demands, or liabilities of any kind or of any natures arising out of or in connection with Licensee's use of TTS MyBusInfo.

## Limitation on Liability

Licensee agrees that TTS and its employees, officers, directors and agents will not be liable for damages of any kind arising from the use of TTS MyBusInfo data including but not limited to direct, indirect, incidental, punitive and consequential damages regardless of whether such damages arise based upon contract, negligence, strict liability in tort, warranty or other legal theory.

## Binding Effect

The terms of this Agreement shall be binding upon the Licensee and the TTS. None of the rights, duties or obligations under this Agreement may be assigned without the express written consent of the TTS. Once properly assigned, in accordance with the rules and regulations of each party, this Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties as if they were parties of this Agreement.

## Severability

To the extent a court of competent jurisdiction determines that any part or provision of this Agreement is unenforceable as a matter of law, such part or provision of this Agreement will be deemed severable and the remainder of this Agreement shall survive and remain enforceable.

## Applicable Law and Forum

The laws of the TTS's local jurisdiction will govern all rights and obligations under this Agreement, without giving effect to any principles of conflicts of laws. Any use of the TTS MyBusInfo shall be deemed made in the TTS's local jurisdiction regardless of the location of the Licensee. The Licensee agrees that any dispute with the TTS arising out of any use of the TTS MyBusInfo or this Agreement shall be brought by the Licensee exclusively in the state or federal courts situated in the TTS's local jurisdiction. The Licensee hereby agrees that such venue is appropriate.

The Licensee and the TTS will at all times observe and comply with all applicable laws, ordinances, rules, regulations and executive orders of Federal, state and local government entities, now existing or hereinafter in effect, which may in any manner affect the performance of this Agreement. Provision(s) required by law, ordinances, rules, regulations or executive orders to be inserted herein will be deemed inserted herein whether or not they appear in this Agreement or, upon application by either party, this Agreement will forthwith be amended to literally make such insertion; however, in no event will failure to insert such provision(s) prevent the enforcement of this Agreement.

## Entire Agreement

This Agreement constitutes the complete and exclusive agreement between TTS and Licensee with respect to the subject matter hereof and supersedes all prior oral or written understandings, communications, or agreements not specifically incorporated herein. TTS reserves the right to modify or revoke this Agreement at any time.

## No Waiver

Waiver by TTS of strict performances of any provision of this Agreement will not be a waiver of or prejudice TTS's right to require strict performance of the same provision in the future or of any other provision of this Agreement.

## Disclaimer

No provision of this Agreement, nor any act of the Licensee, or the TTS shall be deemed or construed by either of the parties, or by third persons, to create any relationship of third party beneficiary, or of principal or agent, or of limited or general partnership, or of joint venture, or of any association or relationship involving the Licensee and the TTS.