Background Information

Google is accepting transit data for use in Google products and services. If your organization is interested in participating in this program, please verify that the Contact Information below is correct and that the person listed is a qualified representative from your organization. That person needs to read and accept our terms and conditions to initiate the transit data collection process.

Effective Date

2021-01-28 12:47 PST-US/Pacific

Agreement

Google Transit Agreement

This Google Transit Agreement is entered into by and between Google LLC, organized in the state of Delaware, and its affiliates ("Google"), and the entity agreeing to these terms ("Licensor"). This agreement will be effective as of the date you click the "Accept and Sign Up" button below (the "Effective Date"). If you are accepting on behalf of your employer or another entity, you represent and warrant that (i) you have full legal authority to bind your employer or such entity to these terms and conditions, (ii) that you have read and understand this agreement, and (iii) that you agree, on behalf of the party that you represent, to this agreement. If you don't have the legal authority to bind, please do not click the "Accept and Sign Up" button below.

1 DEFINITIONS.

1.1 "Basic Content" means the data specified in Part 1 of Exhibit A and any similar data that is provided by Licensor.

1.2 "Enhanced Content" means (a) the data specified in Part 2 of Exhibit A and any similar data that is provided by Licensor, and (b) all other content made available by Licensor to Google under this agreement using the delivery mechanisms in clause 3.1 (Delivery), which is not Basic Content and not separately provided by Licensor to Google under another agreement or obtained independently of this agreement.

1.3 "Licensed Content" means Basic Content and Enhanced Content, and any updates to either.

1.4 "Licensor Marks" means Licensor's various service marks, trademarks, company names, trade names, and logos.

1.5 "Distribution Partner" means a third party under an agreement with Google to use Google products or services internally or provide or display Google products or services to end users.

2 LICENSED CONTENT.

2.1 License. Licensor grants to Google a perpetual, non-exclusive, worldwide, and royalty-free license for the applicable term specified in Section 7.1 (License Term) to: (a) copy, distribute, create derivative works based on, perform, display, and otherwise use the Licensed Content in connection with Google products or services; and (b) sublicense the license in subsection (a) to end users and Distribution Partners in connection with Google products or services. Google agrees that it will not distribute the Licensed Content to Distribution Partners or end users outside of the Google products or services. Google may use consultants and other contractors in connection with the performance of obligations and exercise of rights under this agreement, provided that such consultants and contractors will be subject to the same obligations as Google.

2.2 Marks License. Licensor hereby grants to Google a worldwide, non-exclusive, non-transferable, royalty-free right and license to use the Licensor Marks in connection with the Licensed Content in Google products or services (which license is perpetual and irrevocable with respect to Google's display of Basic Content). This license may not be sublicensed except to its Distribution Partners in connection with their use of Google products or services.

2.3 Reservation of Rights. Except for the license rights granted in this agreement, each party retains all rights it would have independent of this agreement, including rights under the U.S. Copyright Act or analogous laws in other jurisdictions. Google and its licensors retain all rights in any content used or created in connection with the Licensed Content and Licensor Marks. Nothing in this agreement will restrict Google from using content Google obtains from a source other than Licensor under this agreement.

3 DELIVERY; UPDATES.

3.1 Delivery. Within 14 days after the Effective Date, Licensor will provide the Licensed Content to Google in accordance with the format and specifications set forth in Google's transit feed specifications as updated by Google from time to time, the current version of which is located at http://code.google.com/transit/spec/transit_feed_specification.htm, or in a format as otherwise mutually agreed upon in writing by the parties. If the Licensed Content includes URLs, those URLs will link directly to a Licensor webpage relevant to the Licensed Content without spawning any pop-up advertisements or new windows that are not relevant to the Licensed Content.

3.2 Updates. During the Term, Licensor will provide updates to the Licensed Content on a regular basis in the manner described in Section 3.1 (Delivery). The updated Licensed Content will be updated as frequently and will be as high in quality and broad in scope as corresponding content that Licensor provides to any other party (including without limitation Licensor's end users). In the event that Licensor is an aggregator of licensed content provided by other entities, Licensor will ensure that the updated Licensed Content will be updated as frequently and will be as high in quality and broad in scope as corresponding content that the originating entities provide to any other party.

4 WARRANTIES AND INDEMNITIES. Each party represents and warrants that it has full power and authority to enter into this agreement. Licensor represents and warrants that it has all necessary rights to grant the licenses set forth in Section 2. In the event that Licensor is an aggregator of licensed content provided by other entities, Licensor also represents and warrants that it has the full power and authority or has entered into agreements to ensure that the originating entities of the Licensed Content comply with the applicable provisions of this agreement, including, without limitation, the confidentiality obligations set forth in Section 6. Google will indemnify and defend Licensor and its directors, officers, employees, and agents from third party claims arising from or related to a breach of Google's representations and warranties. Licensor will, to the extent permitted by applicable law, indemnify and defend Google and its directors, officers, employees, agents, and Distribution Partners from third party claims arising from or related to (a) a breach of Licensor's representations and warranties or (b) Google's or any Distribution Party's authorized use of the Licensed Content or any other materials provided by Licensor to Google under this agreement.

5 DISCLAIMERS; LIMITATION OF LIABILITY. EXCEPT FOR THE EXPRESS WARRANTIES MADE BY THE PARTIES IN SECTION 4, THE PARTIES DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT. EXCEPT (I) INDEMNITIES UNDER SECTION 4, AND (II) BREACHES OF CONFIDENTIALITY UNDER SECTION 6, (A) NEITHER PARTY WILL BE LIABLE FOR LOST REVENUES OR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES, AND (B) NEITHER PARTY'S AGGREGATE LIABILITY FOR ANY CLAIM ARISING OUT OF OR RELATED TO THIS AGREEMENT WILL EXCEED $1,000.

6 CONFIDENTIALITY; PUBLICITY.

6.1 Definition. "Confidential Information" is information disclosed by one party to the other party under this agreement that is marked as confidential or would normally under the circumstances be considered confidential information of the disclosing party. Confidential Information does not include information that the recipient already knew, that becomes public through no fault of the recipient, that was independently developed by the recipient, or that was rightfully given to the recipient by another party.

6.2 Confidentiality Obligations. The recipient will not disclose the Confidential Information, except to affiliates, employees, and agents who need to know it and who have agreed in writing to keep it confidential. The recipient, its affiliates, employees, and agents may use Confidential Information only to exercise rights and fulfill obligations under this agreement, while using reasonable care to protect it. The recipient may also disclose Confidential Information when required by law after giving reasonable notice to discloser.

6.3 Publicity. Neither party may make any public statement regarding the relationship contemplated by this agreement without the other's prior written approval.

6.4 Public Records. Notwithstanding the provisions of Section 6.2, Google understands that, unless exempt under applicable law, this agreement and any documents that it submits under this agreement may be subject to public inspection or copying under the applicable public records act laws to Licensor ("PRA"). For avoidance of doubt, Licensor, solely in compliance with the PRA, may disclose that information to which Licensor has a reasonable good faith belief that no applicable exemption under the PRA applies. If any requests for disclosure are made pursuant to the PRA or comparable applicable laws requiring disclosure of information by public entities, Licensor shall (i) notify Google within 3 days of receiving such request and (ii) provide Google with reasonable information, and assistance to file for or request any applicable exemptions, extensions, responses or petitions and the like to protect Google's trade secrets, Confidential Information or the confidentiality of all or part of this agreement and documents submitted under this agreement.

7 TERM; TERMINATION.

7.1 License Term. The license granted in Section 2.1 (License):

(i) in respect of Basic Content, will commence on the Effective Date and will be perpetual and irrevocable; and

(ii) in respect of Enhanced Content, will commence on the Effective Date and will continue for the Term.

7.2 Term. This agreement will begin on the Effective Date and continue until terminated in accordance with this agreement (the "Term").

7.3 Termination. Either party may terminate this agreement for convenience with 30 days prior written notice to the other party. Google may terminate this agreement immediately upon written notice to Licensor if Licensor breaches its representations and warranties in Section 4 of this agreement (Warranties and Indemnities). Google may terminate this agreement upon seven days' prior written notice to Licensor if Google determines that the Licensed Content fails to meet Google's quality standards or technical specifications.

7.4 Effects of Termination. When the agreement terminates:

(a) Licensor will cease providing Google with Licensed Content and, if applicable, provide an empty feed to Google using the delivery mechanism described in Section 3.1 (Delivery) to replace the Licensed Content;

(b) Google may continue to use Basic Content and Licensor Marks in accordance with the terms of this agreement; and

(c) Google will use commercially reasonable efforts to cease display of the Enhanced Content to end users within 120 days after termination (and, if applicable, provision of the empty feed), but: (i) any sublicenses that Google grants during the Term will continue for the remaining term of the applicable sublicense, and (ii) to the extent that the Enhanced Content is incorporated in any fixed media (for example, DVDs) during the Term, Google is not required to recall that fixed media.

7.5 Survival. Sections 2 and 4 through 8 will survive any termination or expiration of this agreement.

8 MISCELLANEOUS.

8.1 Notices. All notices must be in writing and addressed to the attention of the other party's Legal Department and primary point of contact. Notice will be deemed given (a) when verified by written receipt if sent by personal courier, overnight courier, or mail; or (b) when verified by automated receipt or electronic logs if sent by facsimile or email.

8.2 Assignment. Neither party may assign or transfer any part of this agreement without the written consent of the other party, except to an affiliate but only if (a) the assignee agrees in writing to be bound by the terms of this agreement and (b) the assigning party remains liable for obligations under the agreement. Any other attempt to transfer or assign is void.

8.3 Change of Control. Upon a change of control (for example, through a stock purchase or sale, merger, or other form of corporate transaction), (a) the party experiencing the change of control will provide written notice to the other party within 30 days after the change of control, and (b) the other party may immediately terminate this agreement any time between the change of control and 30 days after it receives the written notice in subsection (a).

8.4 Force Majeure. Neither party will be liable for inadequate performance to the extent caused by a condition (for example, natural disaster, act of war or terrorism, riot, labor condition, governmental action, and Internet disturbance) that was beyond the party's reasonable control.

8.5 No Waiver. Failure to enforce any provision will not constitute a waiver.

8.6 Severability. If any provision is found unenforceable, it and any related provisions will be interpreted to best accomplish the unenforceable provision's essential purpose.

8.7 No Agency. The parties are independent contractors, and this agreement does not create an agency, partnership or joint venture.

8.8 No Third-Party Beneficiaries. There are no third-party beneficiaries to this agreement.

8.9 Equitable Relief. Nothing in this agreement will limit either party’s ability to seek equitable relief.

8.10 Governing Law. This agreement is governed by and interpreted and enforced in accordance with the laws of the United States of America without reference to conflicts of laws. In the absence of applicable federal law, the laws of the State of California (excluding California's choice of law rules) will apply. Jurisdiction will lie in the United States federal courts in California.

8.11 Amendments. Any amendment must be in writing and expressly state that it is amending this agreement.

8.12 Counterparts. The parties may execute this agreement in counterparts, including facsimile, PDF, and other electronic copies, which taken together will constitute one instrument.

8.13 Entire Agreement. This agreement is the parties’ entire agreement relating to its subject and supersedes any prior or contemporaneous agreements on that subject.

EXHIBIT A

The Licensed Content will include the transit information described in this Exhibit for the Licensor network.

Part 1: Basic Content

Static Data

1. Location and further details of transit stops.
2. Details of public transport lines & routes.

The Licensed Content will include the information set out at g.co/transitfeed.

Part 2: Enhanced Content

Static Data

Scheduled service times including trip and timetable information (if the network doesn't operate with timetables: frequencies of the trips and operation times).

The Licensed Content will include the information set out at g.co/transitfeed.

Licensor will use reasonable efforts to ensure that service frequency data covers at least the 4 weeks from and including the date that it is made available to Google.

Real-Time Data (Optional)

Where available:

1. a list of trip updates;
2. a list of service alerts; and
3. a list of vehicle positions or other real time data.

The Licensed Content shall include the information set out at g.co/transitfeed.

Licensor will use reasonable efforts to make real-time data available to Google within 90 seconds of such data becoming available in Licensor's database.

(Last Revised March 31, 2016)

Signatory Information

Contracting Entity:	GRTC Transit System
Url:	
Name:	Rob Taggart

Title:	Director
Email:	rob.taggart@ridegrtc.com
Address:	301 E Belt Blvd Richmond, VA 23224
Country:	United States
Phone:	
Fax:	

Accept Agreement

Note: If you are accepting on behalf of your employer or another entity, you represent and warrant that you have full legal authority to bind your employer or such entity to these terms and conditions. If you don't have the legal authority to bind, please do not click the "Accepted and Agreed" button below.

X By checking this box, I am accepting this Agreement on behalf of the entity **GRTC Transit System**. I represent and warrant that (a) I have full legal authority to bind the entity to this Agreement, (b) I have read and understand this Agreement, and (c) I agree to all terms and conditions of this Agreement on behalf of the entity that I represent.

Accepted and Agreed

Transit Content License Agreement (v 4) (NA) [#5708573640228864]
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