

## TERMS OF SERVICE

The following are terms of a legal agreement between you and TransLoc Inc. (sometimes referred to as “we,” “us,” or “our”). Please read these Terms of Service (“Terms”) carefully!

By accessing or using the Architect service (“Architect”), you acknowledge that you have read, understand, and agree to be bound by these Terms. When you access or use Architect on behalf of an Entity (as defined in Section 10 of these Terms), you accept these Terms on behalf of the Entity.

If you or the Entity do not agree to these Terms, do not access or use Architect.

### **1. OVERVIEW OF ARCHITECT**

Architect is a web application and software platform that facilitates GTFS creation, manipulation, and export with automated validation and map-based visualizations. It is a GTFS (static transit system information) management software that lives in the cloud and runs in your browser.

### **2. OVERVIEW OF GTFS**

“The General Transit Feed Specification (GTFS), also known as GTFS static, defines a common format for public transportation schedules and associated geographic information. GTFS ‘feeds’ let public transit agencies publish their transit data and developers write applications that consume that data in an interoperable way.” – Google, <https://developers.google.com/transit/gtfs/>

GTFS is an open standard under the Creative Commons 3.0 License (<https://creativecommons.org/licenses/by/3.0/>), which means published GTFS feeds are open and available for public consumption. The usage of these open standards allows public transit agencies, developers, transit riders, and third party organizations to take advantage of this publicly-available data to enhance the transit experience.

For more information, see Google’s GTFS Static Overview (<https://developers.google.com/transit/gtfs/>).

### **3. USE OF ARCHITECT**

While creating and editing a General Transit Feed Specification (“GTFS feed” or “feed”), you can save changes to the feed as you input information. The in-progress GTFS feed is saved for your convenience and is not made publicly available.

Once you have completed the GTFS feed, you can export the data file from TransLoc’s servers. This export will be in the GTFS file format: a series of text files (.csv files) collected in a .zip folder. After exporting the data file, you may publish the GTFS feed per the license granted to you by Creative Commons. We will continue to store a copy of the GTFS feed so you can edit or update the feed at a later date.

By using Architect, you grant us a perpetual, unrestricted, worldwide, royalty-free license to use in-progress and completed GTFS feeds for our internal purposes, such as, but not limited to, user experience research, software testing, statistical analysis, and general improvements. TransLoc also collects anonymous usage data for the express purpose of identifying errors and interruptions to Architect.

You agree to use Architect and its content in a manner consistent with all applicable laws and regulations. Additionally, you agree not to reverse engineer, de-compile or disassemble Architect, attempt to access any data underlying Architect, or circumvent the user interface or other technological measures put in place by TransLoc. You agree not to modify, download, copy, or interfere with Architect or its embedded software, breach or otherwise circumvent any security or authentication measures or access, tamper with, or use non-public areas or parts of Architect other than the interface, information, and instructions we provide.

You agree not to rent, sell, assign, lease, or sublicense Architect. You also agree not to knowingly access, store, or transmit via Architect any material that (i) is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing, or offensive; (ii) facilitates illegal activity; (iii) is discriminatory; or (iv) causes damage or injury to any person or property.

#### **4. ACCOUNT INFORMATION**

In order to use Architect, you will need to have an account. Accounts will be provided upon request and without cost to the user. Your account will require you to provide organization information, such as the organization name, and personal information, such as your first and last name and email address. Personal information is required to verify access to transportation organization resources and to provide basic web application services. We store your personal information in accordance with our privacy policy, found at <http://transloc.com/terms-of-use-privacy-policy/>.

You must protect your account by safeguarding your account information and not giving your password to others. If you become aware of any unauthorized access to your account, you must change your password immediately.

#### **5. TERMINATION**

If, at any time, you would like to stop using Architect, please email [accounts@transloc.com](mailto:accounts@transloc.com) to have your personal information deleted.

The continued availability, performance, or usefulness of Architect and features or functionalities in Architect are not guaranteed or warranted by TransLoc, and your access to Architect or any of its features or functionalities may be revoked at any time.

#### **6. INTELLECTUAL PROPERTY**

TransLoc is the sole and exclusive owner of all rights, title and interest in and to Architect, including all updates, modifications, customizations, enhancements, and other derivative works, and in any and all copyrights, patents, trademarks, trade secrets, and other proprietary and/or intellectual property rights.

You hereby grant TransLoc a perpetual, unrestricted, irrevocable, worldwide, royalty-free license to use any Feedback (as defined below) you communicate to TransLoc. TransLoc's rights granted in the previous sentence include, without limitation, the right to exploit Feedback in any and every way, as well as the right to grant sublicenses. ("Feedback" refers to any suggestion or idea for modifying any of TransLoc's products or services, including without limitation all intellectual property rights in any such suggestion or idea.)

## **7. INDEMNITY**

You agree to indemnify and hold TransLoc and its respective officers, directors, shareholders, employees, agents, successors, and assigns harmless from any and all claims that relate to your use of or reliance upon Architect or result from violation of these Terms, including any liability or expense arising from claims, losses, damages, suits judgments, litigations costs or attorneys' fees.

## **8. LIABILITY**

TO THE EXTENT PERMITTED BY LAW, TRANSLOC IS NOT LIABLE FOR ANY INDIRECT, SPECIAL, EXEMPLARY, CONSEQUENTIAL, OR INCIDENTAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THESE TERMS (INCLUDING, WITHOUT LIMITATION, ANY DAMAGES FOR LOST PROFITS OR LOSS OF DATA OR BUSINESS INTERRUPTION), WHETHER ARISING FROM NEGLIGENCE, ERRORS, OR FAILURE OF PERFORMANCE, EVEN IF TRANSLOC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION UPON DAMAGES AND CLAIMS SHALL APPLY WITHOUT REGARD TO WHETHER OTHER PROVISIONS OF THESE TERMS HAVE BEEN BREACHED OR HAVE PROVEN INEFFECTIVE.

TRANSLOC'S TOTAL CUMULATIVE LIABILITY FOR ANY CLAIMS ARISING OUT OF OR RELATED TO THESE TERMS WILL NOT EXCEED \$100. YOU AGREE TO FILE ANY LAWSUIT YOU MAY HAVE AGAINST TRANSLOC WITHIN ONE (1) YEAR FROM THE DATE OF THE EVENT THAT RESULTED IN THE LOSS, INJURY, DAMAGE, OR LIABILITY, OR THE SHORTEST DURATION PERMITTED UNDER APPLICABLE LAW.

## **9. DISCLAIMER OF WARRANTIES**

TO THE EXTENT PERMITTED BY LAW, TRANSLOC MAKES NO WARRANTIES, EXPRESS OR IMPLIED, AND DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE OR ANY WARRANTIES ARISING FROM TRADE USAGE OR COURSE OF DEALING. IN ADDITION, ARCHITECT DEPENDS UPON DATA BEING TRANSMITTED OVER THE INTERNET, CUSTOMER'S NETWORK, AND THIRD-PARTY CARRIER NETWORKS, AND AS TRANSLOC HAS NO CONTROL OVER THE FUNCTIONING OF THE INTERNET, ARCHITECT IS OFFERED ON AN "AS-AVAILABLE" BASIS. TRANSLOC DOES NOT WARRANT THAT ARCHITECT WILL OPERATE UNINTERRUPTED OR ERROR-FREE.

## **10. ENTITY USE OF ARCHITECT; ENTITY INDEMNITY**

By creating an account on behalf of an entity, you represent and warrant that you have authority to bind such entity (the "Entity"). When you use Architect on behalf of an Entity, you accept these Terms on the Entity's behalf.

The Entity will indemnify and hold TransLoc and its respective officers, directors, shareholders, employees, agents, successors and assigns harmless from any and all claims that relate to use of or reliance upon Architect or result from violation of these Terms, including any liability or expense arising from claims, losses, damages, suits judgments, litigations costs, or attorneys' fees.

#### **11. SURVIVAL**

The terms provided in Sections 6, 7, 8, 9, and 10 of these Terms survive termination of these Terms.

#### **12. GOVERNING LAW AND SEVERABILITY**

These Terms are construed in accordance with and governed by the laws of Delaware, without reference to any choice of law principles of Delaware.

If any term, provision, or condition of these Terms are held to be invalid or unenforceable, the other provisions of these Terms will be unimpaired and the invalid or unenforceable provision will be deemed modified so that it is valid and enforceable to the maximum extent permitted by law.

#### **13. CHANGES**

We may update these Terms from time-to-time by posting a new version on our website and in Architect. We will make every reasonable effort to post changes to the Website and the Terms page in Architect at least 30 days prior to the change becoming effective. You should check the Terms page and website occasionally to ensure you are happy with any changes. By continuing to use Architect after we make changes, you agree to those changes.

#### **14. WAIVER**

No delay or omission by TransLoc in exercising any term or condition of these Terms is deemed a further or continuing waiver. Failure by TransLoc to assert any right under these Terms does not constitute a waiver of such right.