



GTFS Developer/Distributor Agreement v1.2_27-3-2015

Last updated: Friday, 27th March 2015 10:15am

THIS MERSEYLINK LICENSE AGREEMENT ("Agreement") is entered into by and between Mersey Bus & Coach ("Merseylink ") and you ("Licensee").

Licensee requests information from Merseylink on how Licensee can use Merseylink 's public transit system to travel between two or more points. Such information, called "Trip Planning Data", includes the departure and arrival times, the sequence of transit stops for select routes of Merseylink and a set of files that provide requisite route and trip information along with related scheduled transit stop times over a specified seasonal period. Merseylink hereby grants to Licensee a non-exclusive, limited and revocable right to use, reproduce and redistribute the Trip Planning Data subject to the following terms and conditions:

- Licensee may not use Merseylink's trademarks and copyrighted materials for any commercial or profit-making use and may not alter them in any way.
- The Trip Planning Data is provided on an "as is" and "as available" basis. The Trip Planning Data will only be provided in Google Transit Feed Specification(GTFS) format. Merseylink makes no representations or warranties of any kind, express or implied, pertaining to the Trip Planning Data. Merseylink disclaims all warranties pertaining to the Trip Planning Data, express or implied, including but not limited to implied warranties of merchantability and fitness for a particular purpose. Merseylink and its employees, officers, Board members and agents will not be liable for damages of any kind arising from the use of the Trip Planning Data including but not limited to direct, indirect, incidental, punitive and consequential damages.
- Merseylink reserves the right to alter and/or no longer provide the Trip Planning Data at any time without prior notice.
- Licensee agrees to indemnify, defend and hold harmless Merseylink, its employees, officers, Board members and agents, from and against all fines, suits, proceedings, claims, causes of action, demands, or liabilities of any kind or of any nature arising out of or in connection with Licensee's use of the Trip Planning Data.
- The validity of any term or provision of the Agreement will not affect the validity of any other provision set forth herein.
- Merseylink does not currently charge a license fee to download/use the Trip Planning Data. However, Merseylink reserves the right to institute a license fee at any time in the future without prior notice.
- Merseylink maintains title, ownership, rights and interest in and to the Trip Planning Data.
- Merseylink reserves the right to modify or revoke the Agreement at any time.
- The laws of the Commonwealth of Australia shall govern all rights and obligations under the Agreement.
- The Agreement constitutes the complete and exclusive agreement between Merseylink and Licensee with respect to the subject matter hereof and supersedes all prior oral or written understandings, communications, or arguments not specifically incorporated herein.



GTFS Developer/Distributor Agreement

Licensee:

Company Name:

I (print name) as an authorised employee hereby agree to the Terms and Conditions as stated in the "GTFS Developer/Distributor Agreement v1.2_27-3-2015".

Date:

Signature.....

Authorised Merseylink Employee:

Company Name:

I (print name) as an authorised employee hereby agree to the Terms and Conditions as stated in the "GTFS Developer/Distributor Agreement v1.2_27-3-2015".

Date:

Signature.....

Mersey Bus & Coach (Merseylink)

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Wesley Vale, Tas. 7307

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