



Developer License Agreement – Regional Transit Data Warehouse GTFS

The following developer license agreement is adapted primarily from BART's agreement, with a few changes taken from MBTA. This agreement is representative of the "simple" approach that, as indicated above, was chosen for a variety of reasons specific to the current state of such agreements/statements and the need for a clear, unified message to application developers and citizens.

Developer License Agreement

The Developer License Agreement sets out the terms and conditions "the Terms" governing your use of the information and static transportation data made available by the Atlanta Regional Commission on the Atlanta Regional Transit Data Warehouse.

1. Definitions

"ARC" means the Atlanta Regional Commission, and its partner agencies and authorities, including the Metropolitan Atlanta Regional Transit Authority (MARTA), the Georgia Regional Transportation Authority (GRTA), the Cobb County Board of Commissioners, the Gwinnett County Board of Commissioners, the Cherokee County Board of Commissioners, the Buckhead Area Transportation Management Association (BATMA), Emory University Parking and Transportation Services, Georgia Tech Parking and Transportation Services, Atlantic Station Access + mobility Program (ASAP+), or their successors.

"Transit Data Warehouse" means the websites maintained by the ARC which provide information, data, and resources on transportation services, otherwise known as the Atlanta Regional Transit Data Warehouse.

"Data" means the information and resources made available on the Transit Data Warehouse.

2. Terms and Conditions

ARC hereby grants you (Licensee) non-exclusive, limited and revocable rights to use, reproduce, and redistribute Data subject to the following Terms:

- ARC, and its partner agencies and authorities, trademarks and copyrighted materials, including any confusingly similar variants, may not be used in association with Data.
- Data is provided on an "as is" and "as available" basis. ARC, and its partner agencies and authorities, makes no representations or warranties of any kind, express or implied. ARC, and its partner agencies and authorities, disclaims all warranties, express or implied, including but not limited to implied warranties of merchantability and fitness for a particular purpose. ARC, and its partner agencies and authorities, and its employees, officers, directors and agents will not be liable for damages of any kind arising from the use of Data including but not limited to direct, indirect, incidental, punitive and consequential damages.
- ARC reserves the right to alter and/or no longer provide Data at any time without prior notice.
- ARC maintains title, ownership, rights and interest in and to Data.

By using ARC Data, you agree to be bound by all of the Terms and Conditions set forth in this agreement.

3. Applicable Law

The laws of the State of Georgia shall govern all rights and obligations under this Agreement, without giving effect to any principles of conflicts of laws.

4. Entire Agreement

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