

**MOUNTAIN LINE TRANSIT BUS FINDER MOBILE APPLICATION LICENSE AGREEMENT**

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Customer shall: (1) comply with all applicable laws, rules, regulations, and orders, and (2) use the Application in compliance with applicable operating instructions provided by ATTI.

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**IN NO EVENT SHALL ATTI'S TOTAL LIABILITY FOR ALL DAMAGES, LOSSES, AND CAUSES OF ACTION (WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE) EXCEED \$500.00. SOME STATES DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.**

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**NEITHER ATTI NOR ANY OF ITS THIRD-PARTY LICENSORS SHALL HAVE ANY LIABILITY FOR ANY VIOLATION OF PRIVACY, DATA PROTECTION, OR OTHER LAWS OF ANY JURISDICTION, ARISING OUT OF ATTI'S OR ANY OF ITS THIRD-PARTY LICENSORS' RESPONSE TO A LAWFUL DEMAND BY LAW EFORCEMENT, NATIONAL SECURITY AGENCIES OR THE COURTS FOR ACCESS TO ANY DATA, INCLUDING PERSONAL DATA AND SENSITIVE PERSONAL DATA, THAT MAY BE IN THE POSSESSION OF ATTI OR ANY OF ITS THIRD-PARTY LICENSORS AS A RESULT OF CUSTOMERS USE OF THE LICENSE GRANTED HEREUNDER.**

##### **5. TERM AND TERMINATION.**

All obligations of Customer shall survive the expiration or termination of this Application License Agreement to the extent required for their full observance and performance. Within twenty-four (24) hours of termination of this Application License Agreement, Customer shall delete and uninstall the Application and, if applicable, return to ATTI or destroy any tangible originals or copies of the Application at Customer's expense. ATTI, within its discretion and by written notice to Customer, shall at any time have the option to terminate this Application License Agreement and take immediate possession of the Application.

#### 6. CUSTOMER DEFAULT AND ATTI'S REMEDIES.

Each of the following events shall constitute a "Customer Default" under this Application License Agreement: (a) Customer fails to perform or observe any requirement, obligation, or any representation in this Application License Agreement; or (b) Customer shall, or shall attempt, voluntarily or involuntarily, to abandon, remove, sell, transfer, sublicense, encumber, hypothecate, or sublet the Application of any component thereof.

No remedy of ATTI is exclusive, but each shall be in addition to any other remedy available to ATTI at law or in equity. Upon Customer Default and at any time thereafter, ATTI may, in its sole discretion, take any one or more of the following actions: (a) demand the deletion, uninstalling, and/or the return of the Application or any component thereof; (b) retain fees or other amounts prepaid by Customer, not as a penalty, but as liquidated damages; and/or (c) exercise any other right or remedy available to ATTI under applicable law or proceed by court action to enforce the terms of this Application License Agreement or to recover damages and/or expenses resulting from the breach of this Application License Agreement.

Notwithstanding anything to the contrary contained herein, the License granted hereunder and all use of the Application shall terminate upon any termination or expiration of this Application License Agreement.

Customer shall be liable and shall pay to ATTI all attorney fees and other costs incurred by ATTI in exercising any of ATTI's remedies, including any repairs or replacements of any Application component.

#### 7. CUSTOMER ACKNOWLEDGEMENTS.

Customer acknowledges and agrees that the Application and the Results are protected under United States and other laws and treaties (including, but not limited to, patent, trademark, copyright, and trade secret laws). Customer acknowledges and agrees that all right, title, and interest in and to the Application and the Results, including associated intellectual property rights, are and shall remain with ATTI and/or one or more of ATTI's

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If Customer is an agency, department, or other entity of any State government, the United States Government, or any other public entity, then Customer hereby agrees to protect the Results from public disclosure and to consider the Results exempt from any statute, law, regulation, or code including any Sunshine Act, Public Records Act, Freedom of Information Act, or equivalent law, rule or regulation which permits access to and/or reproduction or use of the Results. In the event such exemption is challenged under any such laws, rules or regulations, this Application License Agreement shall be considered breached and any and all right to retain or use any copies of the Results shall be terminated and considered immediately null and void. In such event, any copies of the Results held by Customer shall immediately be destroyed. If any court of competent jurisdiction considers this clause void and unenforceable, in whole or in part, for any reason, this Application License Agreement shall be considered terminated and null and void, in its entirety, and any and all copies of the Results shall be destroyed.

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#### 8. ASSIGNMENT BY ATTI.

ATTI may sell, assign, or grant a security interest or participation in this Application License Agreement and the Application in whole or in part without notice to Customer; and ATTI's assignee or secured party may then assign such interest without notice to Customer. Customer agrees that any such assignment shall not materially change Customer's duties or obligations under this Application License Agreement.

#### 9. CONSENT TO USE OF DATA.

Customer agrees that ATTI may collect and use technical data and related information, including but not limited to technical information about the device on which the Application is installed, the system and application software, and peripherals, that may be gathered periodically to facilitate the provision of updates, product support and other service to Customer (if any) related to the Application License Agreement. ATTI may use this information in order to improve its products or to provide services and technologies to Customer.

## 10. MISCELLANEOUS.

If Customer receives a claim that any item of this Application, when used in accordance with ATTI's instructions, infringes a United States patent, copyright, or other intellectual property interest, Customer shall promptly notify ATTI immediately in writing and give ATTI all necessary information and assistance and the exclusive authority to evaluate, defend, and settle such claim. Any notice to ATTI shall be deemed sufficiently given only when provided in writing by certified or registered mail to P. O. Box 168, Sugar Land, Texas 77487. No indemnity is granted by this Application License Agreement regarding infringement of any intellectual property right of any third party.

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The division of this Application License Agreement into Sections and the insertion of headings are for the convenience of reference only and shall not affect the construction or interpretation of this Application License Agreement. The terms "this Application License Agreement," "this Agreement," "hereto," "hereunder," and similar expressions refer to this Application License Agreement and not to any particular Section or other portion hereof and include any agreement supplemental hereto. Unless something in the subject matter or contents is inconsistent therewith, references herein to Sections are to Sections of this Application License Agreement. In this Application License Agreement, the singular number shall include the plural and vice versa; the masculine gender shall include the feminine and neutral genders and vice versa; and references to persons shall include individuals, partnerships, associations, trusts, unincorporated organizations, corporations, and governmental entities.

The provisions in this Application License Agreement shall be severable, and if one or more provisions should be declared invalid, the remaining provisions shall remain in full force and effect and should the parties agree to enter into such other agreement as will validly afford, the protections intended by the provisions of this Application License Agreement.

Customer shall comply with all applicable export laws and regulations of the United States.

This Application License Agreement shall be governed by and construed under the laws of the State of Texas, without regard to its conflicts of laws provisions. Any dispute arising under this Application License Agreement shall be resolved in the Texas state courts within the county of Fort Bend, and Customer expressly consents to jurisdiction there; ATTI shall have the sole option of bringing suit or transferring suit to the United States District Court for the Southern District of Texas, Houston Division, and Customer consents to jurisdiction there.

This Application License Agreement shall obligate and benefit the parties, and their permitted receivers, trustees, assignors, and other representatives.

THE APPLICATION INCLUDES INFORMATION AND DATA AS WELL AS SOFTWARE AND DATA (INCLUDING MAPPING DATA) LICENSED BY THIRD PARTIES TO ATTI. THIS APPLICATION LICENSE AGREEMENT MAY BE ENFORCED BY ATTI OR THIRD PARTIES THAT HAVE PROVIDED INFORMATION, MAPPING DATA OR SUPPORTING SOFTWARE PURSUANT TO LICENSES THAT PROVIDE FOR SUBSTANTIALLY THE SAME PROTECTION, RIGHTS AND PROVISIONS SET OUT ABOVE. A LIST OF THOSE THIRD PARTIES IS INCLUDED IN THE APPLICATION INSTALLATION PROGRAM. SUCH THIRD PARTIES ARE THIRD PARTY BENEFICIARIES TO THIS APPLICATION LICENSE AGREEMENT.

THIS APPLICATION LICENSE AGREEMENT, TOGETHER WITH THE PRIVACY POLICY, MAP DATA LICENSE AGREEMENT, AND TERMS AND CONDITIONS OF TECH SUPPORT, REPRESENTS THE ENTIRE AGREEMENT CONCERNING THE APPLICATION BETWEEN CUSTOMER AND ATTI, AND IT SUPERSEDES ANY PRIOR PROPOSAL, REPRESENTATION, OR UNDERSTANDING BETWEEN THE PARTIES, WHETHER WRITTEN OR ORAL. NO AMENDMENT OR MODIFICATION OF THIS APPLICATION LICENSE AGREEMENT SHALL BE EFFECTIVE UNLESS MADE IN WRITING AND SIGNED BY THE PRESIDENT OR VICE-PRESIDENT OF ATTI.