



COPYRIGHT LICENSE AGREEMENT

This Agreement is made and entered into as of Nov 8 2010 ("Effective Date"), by and between Dallas Area Rapid Transit ("Licensor") and Intercity Transit ("Licensee").

WHEREAS, Licensor is the owner of all rights, title and interest in Work that is the subject of this agreement, a copy of which is attached as Appendix A; and

WHEREAS, Licensee desires to reproduce and use the Work;

NOW, THEREFORE, in consideration of the foregoing and of the mutual promises hereinafter set forth, and for other good and valuable consideration set forth below, the receipt and sufficiency of which are hereby acknowledged, the parties have agreed and do agree as follows:

1. **The Work.** A copy of "Board Portal" source code (the "Work") licensed under this agreement is attached as Appendix A. No other works, nor any derivative works of the attached Work, are licensed hereunder. Licensor makes no representations or warranties regarding how the Work will perform on Licensee's computer system(s).

2. **License Grant.** Licensor, in exchange for a licensing fee of \$ 10⁰⁰ per one year, hereby grants to Licensee a non-exclusive license to reproduce, or have reproduced, the Work for distribution to clients and others. *Signature*

3. **Ownership of the Work.** Licensee hereby acknowledges Licensor's ownership of the Work and agrees that it will not contest such ownership.

4. **Infringement.** Licensor and Licensee shall cooperate to enforce rights against third parties infringing the rights licensed hereunder.

5. **Term.** The license granted hereunder shall renew automatically from year to year. Either party may terminate the license upon 30 days written notice. In no event shall the license extend beyond the expiration of the copyrights in the Work.

6. **Assignability.** This Agreement, and the rights and licenses to Licensee contained herein, may not be assigned by Licensee without the written permission of the Licensor.

7. **Indemnification.** Licensor assumes no liability to Licensee or third parties with respect to the quality or characteristics of the goods manufactured or sold, or the services offered by Licensee, and Licensee will indemnify and defend Licensor against all losses or damages incurred through claims of third persons against Licensor resulting from the reproduction or distribution of the Work licensed herein.

8. **Miscellaneous.** This Agreement shall be interpreted according to the laws of the State of Texas. The venue for any dispute relating to, or arising from, this Agreement shall rest exclusively in the courts of Dallas County, Texas, including federal courts. This Agreement represents the entire agreement between the parties with respect to the subject matter hereof, and there are no oral or other agreements or understandings between the parties affecting this Agreement. No modifications of this Agreement shall be effective unless written and executed by the parties hereto.

9. **Payment.** Payment is due on the Effective Date, and each anniversary thereafter until terminated or upon the expiration of the copyrights in the Work, whichever occurs first. No refund of royalty shall be due regardless of the date of termination or which party terminates the license.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective duly authorized officers.

LICENSOR
DALLAS AREA RAPID TRANSIT

By: 

Name: Gary C. Thomas

Title: President/Executive Director

LICENSEE

INTERCITY TRANSIT

By: 

Name: Mike Harbour

Title: General Manager

Appendix A

CD of Dallas Area Rapid Transit "Board Portal" source code.