

Massachusetts Port Authority

BASIC DATA FEED LICENSE AGREEMENT

RECIPIENTS OF INFORMATION THROUGH THE DATA FEED (THE "SERVICE") OF MASSPORT.COM, (THE WEBSITE OF THE MASSACHUSETTS PORT AUTHORITY ("MASSPORT")) AGREE TO THE FOLLOWING TERMS AND CONDITIONS, AND YOU ARE CONSENTING TO BE BOUND BY AND ARE BECOMING A PARTY TO THIS AGREEMENT (THE "AGREEMENT"). IF YOU DO NOT AGREE TO ALL OF THE TERMS OF THIS AGREEMENT, DO NOT DOWNLOAD THROUGH THE SERVICE. IF THESE TERMS ARE CONSIDERED AN OFFER, ACCEPTANCE IS EXPRESSLY LIMITED TO THESE TERMS.

Massport may modify any of the terms and conditions contained in this Agreement, at any time and in its sole discretion, by posting a change notice or a new agreement on Massport.com. Your continued use of the Service following Massport's posting of a change notice or new agreement on Massport.com will constitute binding acceptance of the change.

Background: Massport produces, gathers and integrates facility and transportation related information, including without limitation, schedules, maps, tables, numbers, graphics and text for its various facilities and operations (the "Content"). Massport makes the Content available to third parties through the Service, subject to the terms and conditions of this Agreement.

1. GRANT. Subject to the terms of this Agreement and, unless otherwise consented to by Massport, Massport hereby grants you, during the Term, a revocable, nontransferable, royalty-free, nonexclusive license to use to use, copy, and store (electronically or otherwise); to create derivative works from the Content; to display (publicly or otherwise), to create derivative works from the Content and to make the Content available to end users on your Web Site (the "Site") or Web Application (the "App") (collectively, the "Product"). Massport reserves the right to modify the Content or the Service at any time in its sole discretion. You acknowledge that the Content and/or Service availability is subject to change at Massport's sole discretion.

2. Limitations and conditions on grant of License:

a. You shall:

- Comply with all applicable laws, rules, and regulations in relation to your receipt and use of the Service and/or the Content.
- Not represent yourself as Massport, as an agent or partner of Massport nor make any representations, warranties or guarantees to third parties with respect to the Service and/or Content..
- Not misrepresent the Service and/or Content.
- Not claim ownership of the Service and/or Content in any manner, including but not limited to, on your Product or any other digital product.

You may combine the Content with other data, provided such combination does not infringe any third party intellectual property rights.

- b. You shall use commercially reasonable efforts to maintain the most current available information in your Products that are available to the public. Nothing in this Agreement obligates you to make available any or all of the information in any of your Products.
- c. You may not sell the Content or Service on a standalone basis without the prior written agreement of Massport.
- d. Any sublicenses of the Content or Service shall be subject to the terms and conditions of this Agreement. You agree to secure from prospective sublicensees their written acceptance of these terms and conditions prior to providing the Content or Service and to provide Massport with copies of such acceptances upon request.
- e. If you repackage or redistribute the Content or Service, you shall, upon request, provide Massport a list (or an update to the existing list) of those to whom they redistribute the information and locations and website addresses at which applications of the Content or Service are being publicly available.
- f. You waive any claims against Massport resulting from rights that others may assert based on your exercise of this grant of license, including, without limitation, claims of copyright infringement or violation of other intellectual property rights.
- g. You agree that you will not use, display, or authorize third parties to use Massport's intellectual property, trademarks, or logos on applications that utilize the information in part or in whole without separately obtaining the express permission of Massport or the organization that controls the rights to these features.

3. **RESERVATION OF RIGHTS.** The Service is protected by the copyright laws of the United States and international copyright treaties. As between the parties, title, ownership rights, and intellectual property rights in and to the Service, and any copies or portions thereof, shall remain in Massport. In addition, any additional programming or technology provided by Massport in connection with the delivery of the Service or otherwise shall remain the sole property of Massport, and no part thereof shall be deemed assigned or licensed to you. Massport shall retain all rights to the Service not expressly granted to you under Section 1 of this Agreement.

4. **RESTRICTIONS.** Except as expressly set forth in Section 1 and/or unless otherwise consented to by Massport, you may not, directly or indirectly: (a) sell, modify, translate, copy, publish, transmit, distribute or otherwise disseminate the Service or any portion thereof; or delete or fail to display any promotional taglines included in the Service; (b) rent, lease, or otherwise transfer rights to the Service; (c) display the name, logo, trademark or other identifier of another person (except for Massport or you) on the Product in such a manner as to give the viewer the impression that such other person is a publisher or distributor of the Service on the Product; (d) remove, conceal or obliterate any copyright or other proprietary notice or any credit-line or date-line on other mark or source identifier included on the Service, including without limitation, the size, color, location or style of Massport's marks; (e) encumber or suffer to exist any lien or security interest on the subject matter of this Agreement; (f) make any representation or warranty on behalf of Massport; or (g) use the Service on any Product that contains nudity or pornographic material of any kind, displays material that exploits children under the age of 18 promotes or provides instructional information about illegal activities or physical harm or injury against any

group or individual, or (h) use the Service in any manner that is obscene, defamatory, libelous, invasive of personal privacy or misleading.

Unless otherwise permitted by Massport, you will: (i) ensure that the fundamental meaning of the Content is not changed or distorted; (ii) comply with all applicable laws and all limitations and restrictions (if any) placed by Massport on the use, display or distribution of any Service ("Usage Restrictions"); and (iii) give Massport complete and accurate registration information when requested to do so. You shall, when appropriate, stipulate that the Content is supplied by Massport and is protected by copyright and owned by Massport.

Massport assumes no liability for your activity in connection with the Services, the Data Feed or for the development, operation, and maintenance of your Product. Any fraudulent, abusive, or otherwise illegal activity will be grounds for termination of this Agreement. You will not attempt to hide your identity, represent yourself as someone else, compromise or attempt to compromise the security of any account, or interfere or attempt to interfere with the proper working of Services. If you use, or attempt to use, any Service beyond the scope of the license granted in this Agreement, or beyond the scope expressly granted by Massport, or attempt to, tamper, hack, spoof, use robots or scripts, copy, distribute, modify, or otherwise corrupt the administration, security, or proper function of any part of the Service, then, in addition to termination of this Agreement, you may be subject to appropriate legal and equitable action.

5. WARRANTY DISCLAIMER. You represent and warrant to Massport that your Mark(s) and/or content on your Product, other than the Service, do not and will not infringe any trademark, service mark, copyright, right to publicity, right of privacy or other intellectual property right of a third party, constitute false, deceptive or unfair advertising or disparagement under applicable law, or fail to comply with applicable laws and regulations (including, for example, licensing requirements and administrative or professional rules). Massport represents and warrants that Massport either is the sole owner of all U.S. trademark, copyright, patent rights and service marks in and to the massport.com Service provided to you for display within your Product or that Massport has sufficient license rights to distribute said massport.com Service in the manner contemplated by this Agreement. Massport.com shall not be liable for any claims or actions arising from any Content included in the Service that has been edited by you in any way. In addition, Massport makes no representations concerning any interruption in Service.

MASSPORT PROVIDES THE SERVICE, CONTENT, AND DATA FEED ON AN "AS IS," "AS AVAILABLE" AND "WITH ALL FAULTS" BASIS WITHOUT WARRANTY OF ANY KIND, AND MASSPORT HEREBY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE, ACCURACY OR RELIABILITY. THIS DISCLAIMER OF WARRANTY CONSTITUTES AN ESSENTIAL PART OF THIS AGREEMENT.

6. LIMITATION OF LIABILITY. UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY, TORT, CONTRACT, STRICT LIABILITY, OR OTHERWISE, SHALL MASSPORT BE LIABLE TO YOU OR ANY OTHER PERSON FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY CHARACTER

INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, LOSS OF GOODWILL, WORK STOPPAGE, ACCURACY OF SERVICES, CONTENT OR RESULTS, COMPUTER FAILURE OR MALFUNCTION, DAMAGES RESULTING FROM DISABLING OF THE SERVICE RELATED TO NON-PAYMENT OF LICENSE FEES, COST OF PROCUREMENT OF SUBSTITUTE GOODS, OR ANY AND ALL OTHER COMMERCIAL DAMAGES OR LOSSES. IN NO EVENT WILL MASSPORT BE LIABLE FOR ANY DAMAGES WHATSOEVER (IF ANY) IN CONNECTION WITH THE SERVICE, EVEN IF MASSPORT SHALL HAVE BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES, OR FOR ANY CLAIM BY ANY OTHER PARTY. TO THE EXTENT THAT THE FOREGOING LIMITATION IS NOT APPLICABLE FOR ANY REASON, THE LIABILITY OF THE PROVIDERS, THIRD PARTY CONTENT PROVIDERS AND THEIR RESPECTIVE AGENTS SHALL BE LIMITED TO THE GREATEST EXTENT PERMITTED BY LAW.

7. INDEMNITY. You hereby agree to fully indemnify, defend and hold Massport and its respective officers, directors, employees and licensors (collectively, the "Provider Parties") harmless from and against any and all claims, liability, losses, costs and expenses (including attorneys' fees) incurred by you in connection with: (i) any use or alleged use of the Service through your account by any person, whether or not authorized by you; or (ii) the operation and content on your Product or (iii) any breach of your representations and warranties and other covenants under this Agreement. Massport reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, and in such case, you agree to cooperate with Massport's defense of such claim.

8. TERMINATION. Unless otherwise agreed to by Massport, you may terminate this Agreement and the license granted herein at any time by destroying or removing all copies of the Service from your Product, all hard drives, networks, and other storage media. Unless otherwise agreed to by Massport, Massport may amend, suspend or terminate the Service, this Agreement, the license granted herein, or your access to any aspect or all of the Service at any time without liability. You agree to destroy or return to Massport all copies of the Service and all Proprietary Information promptly upon learning of such Termination. Sections 2 through 9 shall survive termination of this Agreement.

9. MISCELLANEOUS. This Agreement represents the complete agreement concerning this license between the parties and supersedes all prior and contemporaneous agreements and understandings between them, whether written or oral. If any provision of this Agreement is held to be unenforceable for any reason, such provision shall be reformed only to the extent necessary to make it enforceable. This Agreement shall be governed by and construed under the internal laws and jurisdiction of the Commonwealth of Massachusetts, without regard to its conflict of laws principles. Any action to enforce this agreement shall be brought in the federal or state courts located in Boston, Massachusetts. You may not assign this Agreement; any assignment by you without such consent shall be null and void. You shall be responsible for compliance with all applicable laws, rules and regulations, if any, related to the performance of its obligations under this Agreement. Neither party will be liable for any failure to perform any obligation (other than payment obligations) hereunder, or from any delay in the performance thereof, due to causes beyond its control, including industrial disputes of whatever nature, acts of God, public enemy,

acts of government, failure of telecommunications, fire or other casualty.

Massport is not responsible for any costs or liability associated with making a connection (by any means) to the Internet, the Service or other online service, or network. You certify you are legally permitted to use the Services and access the Service, and if you are an individual, you are over 18 years of age. You take full responsibility for the selection and use of the Services and access of the Content. This Agreement is void where prohibited by law, and the right to access the Service is revoked in such jurisdictions. Nothing in this Agreement will be deemed to limit or restrict Massport from entering into agreements with any other person covering services similar to your Product or from offering such similar services itself. The parties hereto are independent contractors, and nothing in this Agreement creates any partnership, joint venture, agency, franchise, sales representative or employment relationship between the parties. You have no authority to make or accept any offers or representations on Massport's behalf, and you shall not make any statement, on your Product or otherwise, that conflicts with this Agreement.

Updated 10/6/2010