Firm Submitting Proposal: INRIX, INC.

Complete Address: 10210 NE POINTS DRIVE SUITE 400 KIRKLAND WA 98033 USA
Street City Zip

Contact Name: TED TREPANIER Title: SENIOR DIRECTOR OF SALES, PUBLIC SECTOR

Telephone Number: +1(509) 994-2274 Fax Number: +1(425) 284-3879

Email address: TED@INRIX.COM

WORKFORCE ANALYSIS FORM

Name of Organization: INRIX, INC.

Categories	Total	White (Not Hispanic or Latino)		Hispanic or Latino		Black or African-American (Not Hispanic or Latino		Native Hawaiian and Other Pacific Islander (Not Hispanic or Latino		Asian (Not Hispanic or Latino		American Indian or Alaskan Native (not Hispanic or Latino		Two or more races (Not Hispanic or Latino		Total	
		M	F	M	F	M	F	M	F	M	F	M	F	M	F	M	F
Administrators	29	6	11	3	0	0	0	0	0	5	3	0	0	1	0	15	14
Professionals	118	76	13	3	0	1	0	0	0	12	9	0	0	4	0	96	22
Superintendents	16	9	3	0	0	0	0	0	0	3	0	1	0	0	0	12	4
Supervisors	13	8	1	0	0	0	0	0	0	3	0	0	0	1	0	12	1
Foremen	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Technicians	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Protective Service	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Para-	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Office/Clerical	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Skilled Craft	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Service/Maintenan	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Total:	176	99	28	6	0	1	0	0	0	23	12	1	0	6	0	135	41

Prepared by: Ted trepanier, Senior Director of Sales, Public Sector **Date:** 08 / 21 / 2018

(Name and Title)

Revised 2015-Dec-15

MAYOR JIM GRAY

LEXINGTON

TODD SLATIN
DIRECTOR
CENTRAL PURCHASING

ADDENDUM #1

RFP Number: #25-2018

Date: August 21, 2018

Subject: Travel Time Analytics Platform

Address inquiries to:
Sondra Stone
(859) 258-3320

TO ALL PROSPECTIVE SUBMITTERS:

Please be advised of the following clarifications to the above referenced RFP:

RFP opening has been extended to September 6, 2018, 2:00 pm.

Todd Slatin, Director
Division of Central Purchasing

All other terms and conditions of the RFP and specifications are unchanged. This letter should be signed, attached to and become a part of your submittal.

COMPANY NAME: INRIX, INC.

ADDRESS: 10210 NE POINTS DRIVE SUITE 400 KIRKLAND WA 98033

SIGNATURE OF BIDDER: BRYAN P. MISTELE

AFFIDAVIT

Comes the Affiant, Bryan Mistele, and after being first duly sworn, states under penalty of perjury as follows:

1. His/~~Her~~ name is Bryan Mistele ~~Ted Trepanier~~ and he/she is the individual ~~X~~submitting the proposal or is the authorized representative of INRIX, INC., the entity submitting the proposal (hereinafter referred to as "Proposer").

2. Proposer will pay all taxes and fees, which are owed to the Lexington-Fayette Urban County Government at the time the proposal is submitted, prior to award of the contract and will maintain a "current" status in regard to those taxes and fees during the life of the contract.

3. Proposer will obtain a Lexington-Fayette Urban County Government business license, if applicable, prior to award of the contract.

4. Proposer has authorized the Division of Central Purchasing to verify the above-mentioned information with the Division of Revenue and to disclose to the Urban County Council that taxes and/or fees are delinquent or that a business license has not been obtained.

5. Proposer has not knowingly violated any provision of the campaign finance laws of the Commonwealth of Kentucky within the past five (5) years and the award of a contract to the Proposer will not violate any provision of the campaign finance laws of the Commonwealth.

6. Proposer has not knowingly violated any provision of Chapter 25 of the Lexington-Fayette Urban County Government Code of Ordinances, known as "Ethics Act."

Continued on next page

7. Proposer acknowledges that "knowingly" for purposes of this Affidavit means, with respect to conduct or to circumstances described by a statute or ordinance defining an offense, that a person is aware or should have been aware that his conduct is of that nature or that the circumstance exists.

Further, Affiant sayeth naught.

STATE OF WASHINGTON

COUNTY OF KING

The foregoing instrument was subscribed, sworn to and acknowledged before me

by Bryan Mistele on this the 21st day

of AUGUST, 2018.

My Commission expires: 02/01/2019

NOTARY PUBLIC, STATE AT LARGE

EQUAL OPPORTUNITY AGREEMENT

Standard Title VI Assurance

The Lexington Fayette-Urban County Government, (hereinafter referred to as the "Recipient") hereby agrees that as a condition to receiving any Federal financial assistance from the U.S. Department of Transportation, it will comply with Title VI of the Civil Rights Act of 1964, 78Stat.252, 42 U.S.C. 2000d-4 (hereinafter referred to as the "Act"), and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, (49 CFR, Part 21) Nondiscrimination in Federally Assisted Program of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964 (hereinafter referred to as the "Regulations") and other pertinent directives, no person in the United States shall, on the grounds of race, color, national origin, sex, age (over 40), religion, sexual orientation, gender identity, veteran status, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Recipient receives Federal financial assistance from the U.S. Department of Transportation, including the Federal Highway Administration, and hereby gives assurance that will promptly take any necessary measures to effectuate this agreement. This assurance is required by subsection 21.7(a) (1) of the Regulations.

The Law

- Title VII of the Civil Rights Act of 1964 (amended 1972) states that it is unlawful for an employer to discriminate in employment because of race, color, religion, sex, age (40-70 years) or national origin.

- Executive Order No. 11246 on Nondiscrimination under Federal contract prohibits employment discrimination by contractor and sub-contractor doing business with the Federal Government or recipients of Federal funds. This order was later amended by Executive Order No. 11375 to prohibit discrimination on the basis of sex.

- Section 503 of the Rehabilitation Act of 1973 states:

  The Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap.

- Section 2012 of the Vietnam Era Veterans Readjustment Act of 1973 requires Affirmative Action on behalf of disabled veterans and veterans of the Vietnam Era by contractors having Federal contracts.

- Section 206(A) of Executive Order 12086, Consolidation of Contract Compliance Functions for Equal Employment Opportunity, states:

  The Secretary of Labor may investigate the employment practices of any Government contractor or sub-contractor to determine whether or not the contractual provisions specified in Section 202 of this order have been violated.

****

The Lexington-Fayette Urban County Government practices Equal Opportunity in recruiting, hiring and promoting. It is the Government's intent to affirmatively provide employment opportunities for those individuals who have previously not been allowed to enter into the mainstream of society. Because of its importance to the local Government, this policy carries the full endorsement of the Mayor, Commissioners, Directors and all supervisory personnel. In following this commitment to Equal Employment Opportunity and because the Government is the benefactor of the Federal funds, it is both against the Urban County Government policy and illegal for the Government to let contracts to companies which knowingly or unknowingly practice discrimination in their employment practices. Violation of the above mentioned ordinances may cause a contract to be canceled and the contractors may be declared ineligible for future consideration.

Please sign this statement in the appropriate space acknowledging that you have read and understand the provisions contained herein. Return this document as part of your application packet.

Bidders

I/We agree to comply with the Civil Rights Laws listed above that govern employment rights of minorities, women, Vietnam veterans, handicapped and aged persons.

Signature	INRIX, INC. *Name of Business*

GENERAL PROVISIONS

1. Each Respondent shall comply with all Federal, State & Local regulations concerning this type of service or good.

   The Respondent agrees to comply with all statutes, rules, and regulations governing safe and healthful working conditions, including the Occupational Health and Safety Act of 1970, *29 U.S.C. 650 et. seq.*, as amended, and KRS Chapter 338. The Respondent also agrees to notify the LFUCG in writing immediately upon detection of any unsafe and/or unhealthful working conditions at the job site. The Respondent agrees to indemnify, defend and hold the LFUCG harmless from all penalties, fines or other expenses arising out of the alleged violation of said laws.

2. Failure to submit ALL forms and information required in this RFP may be grounds for disqualification.

3. Addenda: All addenda and IonWave Q&A, if any, shall be considered in making the proposal, and such addenda shall be made a part of this RFP. Before submitting a proposal, it is incumbent upon each proposer to be informed as to whether any addenda have been issued, and the failure to cover in the bid any such addenda may result in disqualification of that proposal.

4. Proposal Reservations: LFUCG reserves the right to reject any or all proposals, to award in whole or part, and to waive minor immaterial defects in proposals. LFUCG may consider any alternative proposal that meets its basic needs.

5. Liability: LFUCG is not responsible for any cost incurred by a Respondent in the preparation of proposals.

6. Changes/Alterations: Respondent may change or withdraw a proposal at any time prior to the opening; however, no oral modifications will be allowed. Only letters, or other formal written requests for modifications or corrections of a previously submitted proposal which is addressed in the same manner as the proposal, and received by LFUCG prior to the scheduled closing time for receipt of proposals, will be accepted. The proposal, when opened, will then be corrected in accordance with such written request(s), provided that the written request is contained in a sealed envelope which is plainly marked "modifications of proposal".

7. Clarification of Submittal: LFUCG reserves the right to obtain clarification of any point in a bid or to obtain additional information from a Respondent.

8. Bribery Clause: By his/her signature on the bid, Respondent certifies that no employee of his/hers, any affiliate or Subcontractor, has bribed or attempted to

bribe an officer or employee of the LFUCG.

9. Additional Information: While not necessary, the Respondent may include any product brochures, software documentation, sample reports, or other documentation that may assist LFUCG in better understanding and evaluating the Respondent's response. Additional documentation shall not serve as a substitute for other documentation which is required by this RFP to be submitted with the proposal,

10. Ambiguity, Conflict or other Errors in RFP: If a Respondent discovers any ambiguity, conflict, discrepancy, omission or other error in the RFP, it shall immediately notify LFUCG of such error in writing and request modification or clarification of the document if allowable by the LFUCG.

11. Agreement to Bid Terms: In submitting this proposal, the Respondent agrees that it has carefully examined the specifications and all provisions relating to the work to be done attached hereto and made part of this proposal. By acceptance of a Contract under this RFP, proposer states that it understands the meaning, intent and requirements of the RFP and agrees to the same. The successful Respondent shall warrant that it is familiar with and understands all provisions herein and shall warrant that it can comply with them. No additional compensation to Respondent shall be authorized for services or expenses reasonably covered under these provisions that the proposer omits from its Proposal.

12. Cancellation: If the services to be performed hereunder by the Respondent are not performed in an acceptable manner to the LFUCG, the LFUCG may cancel this contract for cause by providing written notice to the proposer, giving at least thirty (30) days notice of the proposed cancellation and the reasons for same. During that time period, the proposer may seek to bring the performance of services hereunder to a level that is acceptable to the LFUCG, and the LFUCG may rescind the cancellation if such action is in its best interest.

    A. Termination for Cause

    (1) LFUCG may terminate a contract because of the contractor's failure to perform its contractual duties

    (2) If a contractor is determined to be in default, LFUCG shall notify the contractor of the determination in writing, and may include a specified date by which the contractor shall cure the identified deficiencies. LFUCG may proceed with termination if the contractor fails to cure the deficiencies within the specified time.

    (3) A default in performance by a contractor for which a contract may be terminated shall include, but shall not necessarily be limited to:

(a) Failure to perform the contract according to its terms, conditions and specifications;
(b) Failure to make delivery within the time specified or according to a delivery schedule fixed by the contract;
(c) Late payment or nonpayment of bills for labor, materials, supplies, or equipment furnished in connection with a contract for construction services as evidenced by mechanics' liens filed pursuant to the provisions of KRS Chapter 376, or letters of indebtedness received from creditors by the purchasing agency;
(d) Failure to diligently advance the work under a contract for construction services;
(e) The filing of a bankruptcy petition by or against the contractor; or
(f) Actions that endanger the health, safely or welfare of the LFUCG or its citizens.

B. At Will Termination

Notwithstanding the above provisions, the LFUCG may terminate this contract at will in accordance with the law upon providing thirty (30) days written notice of that intent, Payment for services or goods received prior to termination shall be made by the LFUCG provided these goods or services were provided in a manner acceptable to the LFUCG. Payment for those goods and services shall not be unreasonably withheld.

13. Assignment of Contract: The contractor shall not assign or subcontract any portion of the Contract without the express written consent of LFUCG. Any purported assignment or subcontract in violation hereof shall be void. It is expressly acknowledged that LFUCG shall never be required or obligated to consent to any request for assignment or subcontract; and further that such refusal to consent can be for any or no reason, fully within the sole discretion of LFUCG.

14. No Waiver: No failure or delay by LFUCG in exercising any right, remedy, power or privilege hereunder, nor any single or partial exercise thereof, nor the exercise of any other right, remedy, power or privilege shall operate as a waiver hereof or thereof. No failure or delay by LFUCG in exercising any right, remedy, power or privilege under or in respect of this Contract shall affect the rights, remedies, powers or privileges of LFUCG hereunder or shall operate as a waiver thereof.

15. Authority to do Business: The Respondent must be a duly organized and authorized to do business under the laws of Kentucky. Respondent must be in good standing and have full legal capacity to provide the services specified under this Contract. The Respondent must have all necessary right and lawful authority to enter into this Contract for the full term hereof and that proper corporate or

other action has been duly taken authorizing the Respondent to enter into this Contract. The Respondent will provide LFUCG with a copy of a corporate resolution authorizing this action and a letter from an attorney confirming that the proposer is authorized to do business in the State of Kentucky if requested. All proposals must be signed by a duly authorized officer, agent or employee of the Respondent.

16. Governing Law: This Contract shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky. In the event of any proceedings regarding this Contract, the Parties agree that the venue shall be the Fayette County Circuit Court or the U.S. District Court for the Eastern District of Kentucky, Lexington Division. All parties expressly consent to personal jurisdiction and venue in such Court for the limited and sole purpose of proceedings relating to this Contract or any rights or obligations arising thereunder. Service of process may be accomplished by following the procedures prescribed by law.

17. Ability to Meet Obligations: Respondent affirmatively states that there are no actions, suits or proceedings of any kind pending against Respondent or, to the knowledge of the Respondent, threatened against the Respondent before or by any court, governmental body or agency or other tribunal or authority which would, if adversely determined, have a materially adverse effect on the authority or ability of Respondent to perform its obligations under this Contract, or which question the legality, validity or enforceability hereof or thereof.

18. Contractor understands and agrees that its employees, agents, or subcontractors are not employees of LFUCG for any purpose whatsoever. Contractor is an independent contractor at all times during the performance of the services specified.

19. If any term or provision of this Contract shall be found to be illegal or unenforceable, the remainder of the contract shall remain in full force and such term or provision shall be deemed stricken.

20. Contractor [or Vendor or Vendor's Employees] will not appropriate or make use of the Lexington-Fayette Urban County Government (LFUCG) name or any of its trade or service marks or property (including but not limited to any logo or seal), in any promotion, endorsement, advertisement, testimonial or similar use without the prior written consent of the government. If such consent is granted LFUCG reserves the unilateral right, in its sole discretion, to immediately terminate and revoke such use for any reason whatsoever. Contractor agrees that it shall cease and desist from any unauthorized use immediately upon being notified by LFUCG.

Signature

08.21.2018
Date

Response to Request for Proposal

For Lexington-Fayette

Urban County Government

RFP25-2018

Technical & Commercial Proposal

Submitted on 6th September 2018

by

INRIX, Inc.

10210 NE Points Dr., Suite 400
Kirkland, WA 98033
Phone: +1-425-284-3800
Fax: +1-425-284-3879
www.inrix.com

Contact : Ted Trepanier, Sr. Director, Sales-Public Sector
Phone : +1 425 284-3811
Email : Ted@inrix.com

Disclosure or distribution to unauthorized persons is strictly prohibited.

Confidential and Proprietary
INRIX for the Lexington-Fayette Urban County Government (LFUCG) and
Lexington Metropolitan Planning Organization only

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Contents

1 Introduction

INRIX is very pleased to submit this response to the Lexington-Fayette Urban County Government (LFUCG) RFP #25-2018 for Travel Time Analytics Platform.

This document provides details on the INRIX experience and data services that satisfy the scope of all requested services for the specified travel time analytics platform. As there is a desire to provide pricing options, the real-time traffic and incident service, delivered via the INRIX XD Traffic Monitoring web site, and the historical data and associated INRIX Roadway Analytics are offered as separate modules. With fees offered for each with discounts offered for multi-year bundled services. Finally, options are offered as to the extent of the historical data to be included. The INRIX Roadway Analytics platform includes one year of back data as well as license to the contracted year of services in the base annual subscription. Options are offered to add one year of additional back data (providing two years of back data on day-one of the services) and "all-available" back data which populates the platform with historical data from January 1, 2014 forward.

2 Scope of Services

The RFP details three primary elements in the Scope of Services, with ten sub-elements related to the travel time analytics platform. A short response to element each follows with details provided in the subsequent sections for the INRIX XD Traffic Monitoring Site and INRIX Roadway Analytics Platform.

1. Kick-off Meeting– INRIX will facilitate and conduct a kick-off meeting with LFUCG to identify key stakeholders. Little discussion is required related to schedule as the INRIX services can be activated within 2 working days of agreement effective date. It would be the norm to offer the initial training session as an element of the meeting. INRIX may conduct additional meetings with LFUCG and project partners, based on discussions. We find it fruitful to schedule follow-up sessions in a workshop format where the agencies share their specific use cases with the group, providing a good inter- and intra-agency exchange with INRIX providing specialized training focused on the uses cases and any agency questions. The workshop would also include a summary of the INRIX product roadmap and innovations. Meetings are typically scheduled in-person unless schedules precluded, in which case a video conference may be utilized. INRIX will provide meeting notes and a list of stakeholders/attendees for the kick-off session and any subsequent workshops.

2. Travel Time Analytics Platform –

a) Real-Time Traffic Analytics: The Travel Time Analytics Platform will be provided via the INRIX XD Traffic Monitoring Site; details follow in Section 4.3. The site provides real-time traffic conditions on over 642 miles for roadway within Fayette and Jessamine counties on 1877 reporting segments. The segments are believed to cover all Interstates, Expressways and Urban Principle Arterials. The site has clickable links providing: Segment Length, Segment Speed, Average Segment Speed (specific to time of day and day of week in 15-minute bins), Segment Free Flow Speed and Segment Travel Time. The platform displays a map of the Fayette and Jessamine County, as well as a nationwide view, using a color coding to indicate level of congestion, raw speed and comparative speeds for each roadway segment. All values are calculated from actual vehicle observations. Speed Limit tables are not used by INRIX to fill in any values.

b) **Subscription Types:** INRIX has broken down the services into the following products to provide multiple price points, so as to offer LFUCG procurement flexibility. Fees for each are detailed in the Pricing section.

- INRIX XD Traffic Monitoring Site – provides national view of real-time traffic and incidents.
- INRIX Roadway Analytics – provides performance visualizations and reports with access to historical data from past one-year and the current subscription year
- Addition one-year of historical data – option to add one year of historical data such that the roadway analytics platform will be loaded with two years of back data upon activation
- All Available Historical Data - option to add historical data from January 1, 2014 forward such that the roadway analytics platform will be loaded with nearly 5 years of back data upon activation

c) **Accessibility:** All offered INRIX data services are cloud hosted and accessible wherever internet is available. All expenses and fees associated with hosting and accessing the data are included in the subscription fees.

d) **Incidents:** INRIX Incidents types and features are further detailed in a subsequent section. The INRIX XD Monitoring site provides filters to display: Accidents, Events, Construction, Road Weather and Flow Incidents.

e) **Maintenance:** As all services being proposed are web based, no maintenance is required by LFUCG personnel and all costs for maintenance and platform upgrades are included in yearly subscription fee. No physical hardware devices are necessary for platform functionality along any roadway in Fayette County. All updates, enhancements and data management efforts are the responsibility INRIX.

f) **Congestion Recognition:** The INRIX XD Traffic Monitoring Site provides a view of both current congestion as well as historical flow conditions (congestion). The Roadway Analytics Platform provides capability to search, sort, visualize, and download lists of past bottlenecks (congestion events). Attributes include: Start/End Locations and Date/Times, Duration, and Max Length.

g) **Data Archiving:** The Roadway Analytics Platform includes a hosted archive of all speed and travel time data for every roadway segment in service as displayed on the INRIX XD Traffic Monitoring Site. Data is stored in the raw one-minute granularity with options to aggregate data to 5-, 15-, or 60-minute averages for visualization and/or download. Capabilities of the Roadway Analytics platform are detailed in subsequent sections. The base subscription includes one year of historical data, available immediately upon contract execution as well as license to data for the subscribed year, resulting in two full years of data being available at the end of the initial one-year term. Options are included to purchase to purchase additional years of historical data for a "per-year" lump sum as well as a discounted lump sum for access to all available historical data (from January 1, 2014 forward). The Roadway Analytics platform includes capability to compare up to 7 different time periods for any particular roadway segment, roadway corridor, or county area

h) **Data Customization:** The INRIX Roadway Analytics platform provides an easy to operate graphical interface to select individual segments or beginning/end points of corridors to be analyzed. It is map based and provides for incremental selection of segments and or corridors to create custom routes if desired.

i) **Performance Metrics:** INRIX Roadway Analytics includes the ability to analyze multiple different performance metrics including but not limited to: Speed, Historical Average Speed, Travel Time, Travel Time Index, Buffer Time, Buffer Time Index, Planning Time and Planning Time Index. All metrics may be visualized in the form of a bar graph or line graph and are exportable to a JPG, PNG, SVG or PDF file. A CSV of the raw data is also available to match the selected criteria of the visualizations.

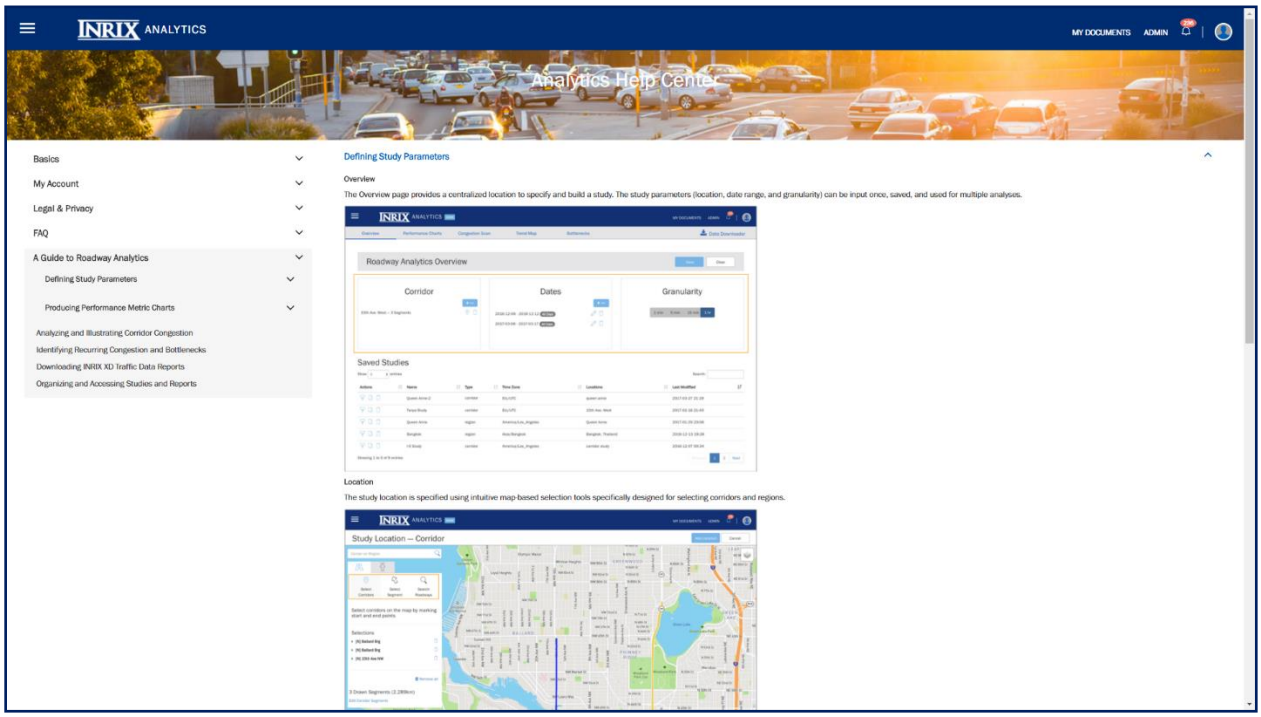
j) Users: The Traffic Monitoring Site and Roadway Analytics Platforms shall be usable by any LFUCG approved stakeholder. This includes but is not limited to employees of LFUCG, Lexington Area MPO,

KYTC, other governmental or quasi-governmental agencies as well as any consultant tasked with conducting studies, design or construction for the aforementioned entities. If a consultant is given access, it shall only last for the duration of services being provided to LFUCG or the MPO. Each user will have an account with unique username and passwords.

3. <u>Training</u> – After the contract is awarded, INRIX will conduct in-person or web-based training to all stakeholders designated by LFUGG. This training shall include an overview of all system features and shall include a question and answer session. Training shall be recorded and made available to LFUCG for future use. Additionally, INRIX offers web-based training open to all clients on a bi-weekly schedule so any new users or those who may desire a refresher session may register as their convenience.

For further reference, the Help section of the Roadway Analytics platform includes a complete online instruction manual - essentially, an on-line tutorial. It also includes details on how each performance measure within the platform is derived.

For further reference, the Help section of the Roadway Analytics platform includes a complete online instruction manual — essentially, an on-line tutorial. It also includes details on how each performance measure within the platform is derived.



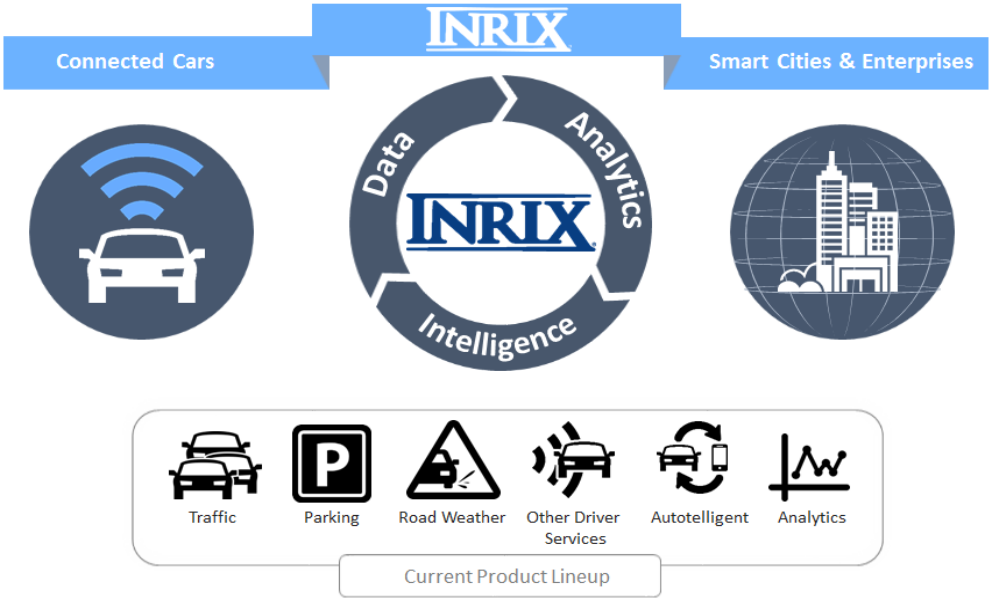
A Guide to Roadway Analytics – included in extensive Help menu

3 INRIX Company Experience and Past Performance

INRIX is the leading provider of accurate real-time, near real-time, historical and predictive traffic information with coverage of 642 directional roadway miles in Lexington-Fayette. INRIX, as part of UMD's Team, was just selected by FHWA as the provider of the data for the National Performance Management Research Data Set (NPMRDS) for February 2017 forward. Utilizing the data and tools in this offer would align Lexington-Fayette well with the NPMRDS toolset that are based on the same data sources.

As part of UMD's Team, INRIX was recently selected by FHWA to provide the data for the National Performance Management Research Data Set (NPMRDS)

INRIX was founded in 2005 and today is one of the fastest growing big data technology companies in the world. We work closely with leading automakers and government agencies to transform how people and commerce move across the world's transportation networks. As Big Data and the Internet of Things influence where people go and what they do to how they get from place to place, INRIX is at the forefront of connecting cars to smarter cities.



INRIX Products & Services

Data is generated by the INRIX Traffic Intelligence Network, which globally combines anonymous, real-time GPS probe data from nearly 350 million commercial fleet, delivery and taxi vehicles, as well as consumer cellular floating vehicle data and GPS-based devices including the Windows Phone, iPad, iPhone, Android phones and Ford SYNC, Toyota Entune, Audi Connect, BMW ARTTI and Volkswagen Car-Net with traditional real-time traffic flow information. With exclusive access to the nation's largest source of intercity truck fleet data, INRIX is unique among the industry in our ability to provide high quality traffic data coverage the nation's roadway system, 24 hours a day, 7 days a week.

INRIX is committed to providing the highest quality traffic data and prides itself on our ability to quickly configure our data to meet customer needs. Further, we have an established technical account management structure to support the provision of the licensed data and services provided who are experienced in working with a variety of state, regional and local agencies. INRIX government and business customers use our Data as a Service (DaaS) solutions every day to improve the mobility of hundreds of millions of people worldwide. INRIX DaaS solutions are powered by over 350 million real-time vehicles and devices from hundreds of distinct sources across 60+ countries.

Whether collaborating with automakers on new breakthroughs in connected navigation or helping governments engineer smarter cities, INRIX is the global leader in providing real-time and predictive traffic information, state-wide traffic analytics, connected car services, and population movement insights.

In the last thirteen years of operation, INRIX has shown growth in terms of revenue and overall performance, expanding its coverage to 60+ countries and over 5 million miles with data from over 350 million real-time vehicles and devices from hundreds of distinct sources.

INRIX's Global Presence

INRIX is headquartered in Kirkland (Seattle), Washington State, USA. We have international offices in Germany and the UK. With our 300+ dedicated employees and partners located across the world, INRIX is truly a global company with state-of-the-art products and services.

INRIX works across the ecosystem, engaging leading government agencies, automakers, and businesses to use its Data as a Service (DaaS) solutions every day to improve the mobility of hundreds of millions of people worldwide. INRIX was among the first to offer public sector agencies and

Departments of Transportation with insights using historical traffic data and trends, enabling better transportation planning. Today, INRIX provides a broad portfolio of services for the public sector, including but not limited to:

OPERATE EFFICIENTLY	MANAGE DEMAND	STRATEGICALLY ADD CAPABILITY	SAFETY AND SECURITY
• Real-Time Population Density • Real-Time Traffic APIs & Monitoring Services (XD & TMC) • Incident Reporter • Key Route Travel Times • INRIX Road Weather • Incident Alerts	• Traffic Tiles (XD & TMC) • Incident Alerts • Autotelligent/ Mobile Apps • Key Route Travel Times • Multimodal Routing • Parking Availability/Pricing	• Speed Archives • Comprehensive Analytics (via RITIS) • Bottleneck History • O-D Matrices/Trips • Select-Link Analysis • Select-Zone Analysis	• Incident Management • Incident Alerts • Dangerous Slowdowns (Queue Warning) • Real-Time Population Density

INRIX Portfolio of Services

Transportation agencies utilize INRIX data and insights for Traffic Management Centers to manage the day-to-day flow of people and vehicles. Planning departments also leverage INRIX data and tools to better understand the limits and bottlenecks of overall roadway networks and plan for future urban mobility and growth. INRIX real-time, historical, and predictive data services are used by our public sector clients for: travel times on DMS/511, operations/system monitoring, work zone monitoring, incident detection/queue monitoring, congestion alerts, traffic tile overlays on webpages, routing, performance measures, detection siting, Origin-Destination studies, freight transport analytics, drive testing replacement, planning, modeling, etc. Moreover, INRIX solutions help customers reduce congestion, decrease CO2 emissions, and increase safety on roads.

INRIX has experience in providing real-time and historical traffic data and analytics throughout the United States and around the world, and we are currently providing similar services for numerous other transportation agencies as listed on the next page.

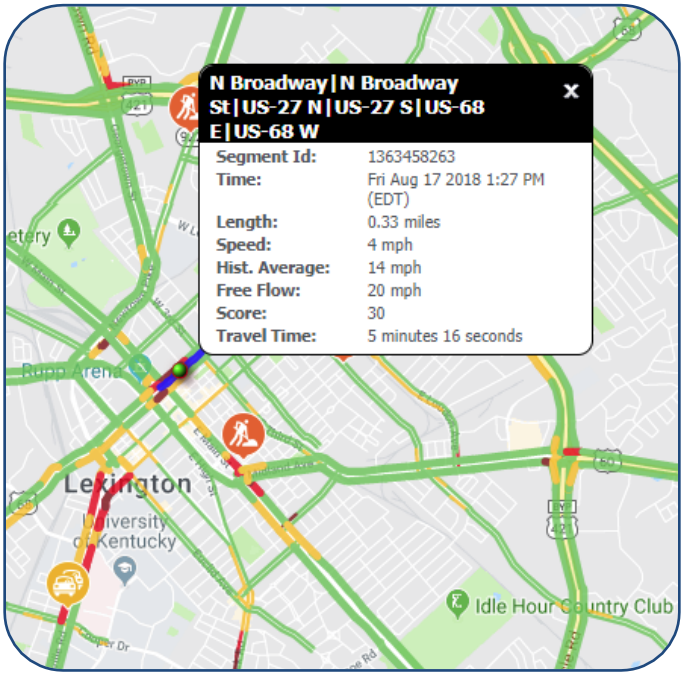
Customers	Real-Time Data	Analytics	Historical
Colorado Department of Transportation	√	√	√
Nebraska Department of Roads (NDOR)	√	√	√
Indiana Department of Transportation	√		√
Ohio Department of Transportation	√	√	√
Virginia Department of Transportation	√	√	√
New Jersey Department of Transportation	√	√	√
South Carolina Department of Transportation	√	√	√
Maryland Department of Transportation	√	√	√
Nevada Department of Transportation		√	√
Metropolitan Transportation Commission (MTC) – San Francisco Bay Area, CA		√	√
Georgia Department of Transportation	√	√	√
Pennsylvania Department of Transportation	√	√	√
Iowa Department of Transportation	√	√	√
USDOT/FHWA (NPMRDS)			√
City of Calgary	√	√	√
Washington, DC Department of Transportation	√	√	√
Danish Road Directorate	√		√
Highways England	√		

Summary of Similar Public-Sector Services

4 INRIX Products

4.1 INRIX Real-Time Flow

Real-Time Flow is INRIX's full suite of traffic data which is available via an API call as often as once per minute and is the source of traffic flow data shown on the Monitoring site and then archived and made available via the Roadway Analytics platform. Speed data is calculated in real time from current conditions based on input from INRIX's proprietary traffic platform. Speed is reported at the TMC or XD Traffic Segment level for roadways that INRIX covers, including comparisons to typical and free-flow speeds as well as travel time along the segment. INRIX's Proprietary Fusion Engine uses real time, predictive and historical traffic information to determine traffic speed on freeways, highways, major and minor arterials.



On a link basis, INRIX provides the following information:

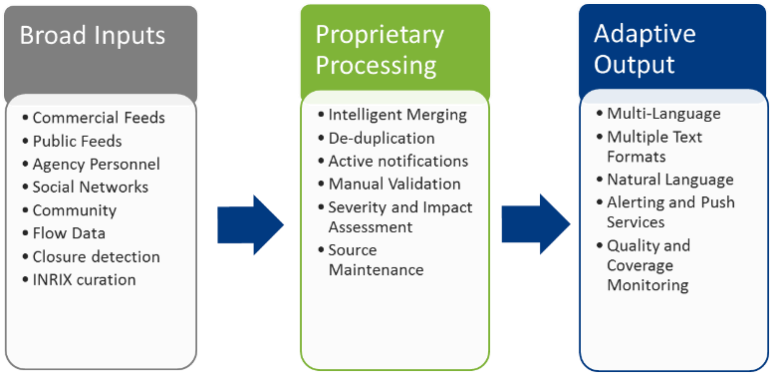
- Segment Code: Definition of the roadway link
- Speed: Current real time speed in MPH on the road segment
- Average: Historical average speed in MPH on the road segment. This is the typical speed for the current day of week and hour of day (in 15-minute increments)
- Reference: Reference speed in MPH on the road segment. This is the proxy of the free flow or uncongested speed on the roadway, defined as the 85th percentile of calculated speeds throughout the entire day
- Traveltime minutes: Time required to travel across the road segment
- Score: This is a score between 10 and 30 that defines how the speed on the road segment was calculated:
    - "30" = Speed is calculated from real time data only
    - "20" = Speed is calculated from a blend of real time and typical/average speed on the road segment
    - "10" = Speed is calculated only from typical/average speed on the road segment
- Confidence: This is a rating from 0 to 100% that defines INRIX's confidence on the real time speed on the road segment

4.2 INRIX Incidents

INRIX Incident platform uses new technologies to provide:

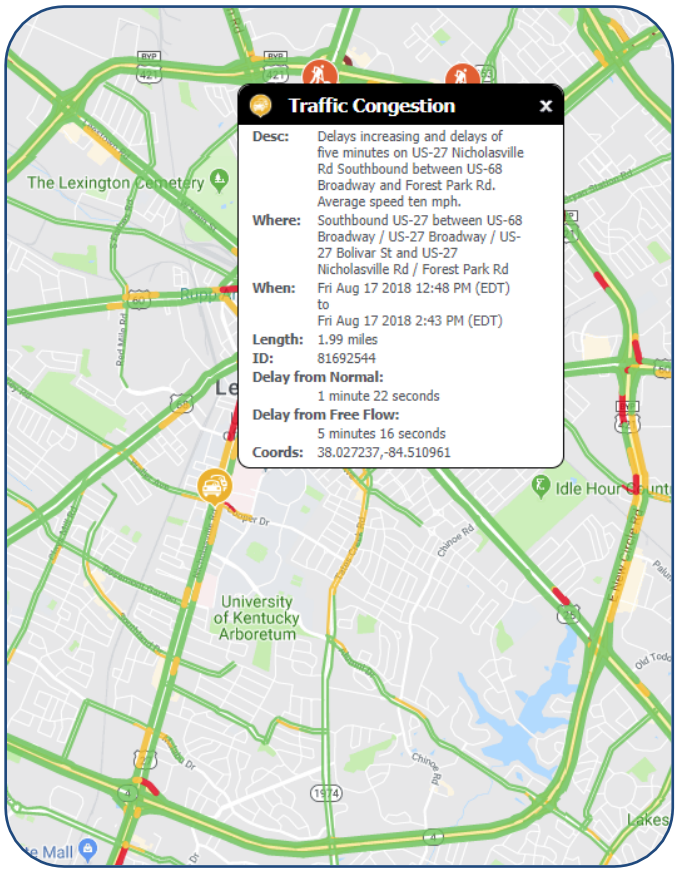
- ✓ Most comprehensive and accurate global incident dataset covering over 60 countries in North America, Europe, Asia-Pacific, South America and Middle East.
- ✓ Flexibility to support full human interventions (for creation, validation and editing) or full automation such as fully automatic/automatic with selective notifications/ manual with some automatic content/ fully manual,
- ✓ Advanced warning for Active (incidents that are happening currently), Inactive (incidents that are about to happen) or Cleared (incidents that were active until recently and have now been cleared).

Based on the contracted coverage, each Incident is comprised of a descriptive and meaningful information about segment location, roadway, start and end of the incident and the last detour point and average speeds along the congested segments. Incident types include: Accidents, Events, and Construction etc. The output is available in TPEG-TEC, verbose XML or Alert-C compliant formats and updated at least every minute.



4.2.1 INRIX XD Incidents

XD Incidents are generated from multiple incident sources including; manned operations centers, consumer reports, DOT cameras, social media and other observational tools. Reported anywhere, each incident includes the precise segment location, a roadway description, a detailed journalistic description of the incident, start and end point of the incident, incident status and the last detour point plus average speeds along the congested segment. Incident types including Accidents, Road Weather, Events, Construction & in addition to XD INRIX Flow Incidents.



4.2.2 INRIX XD Flow Incidents

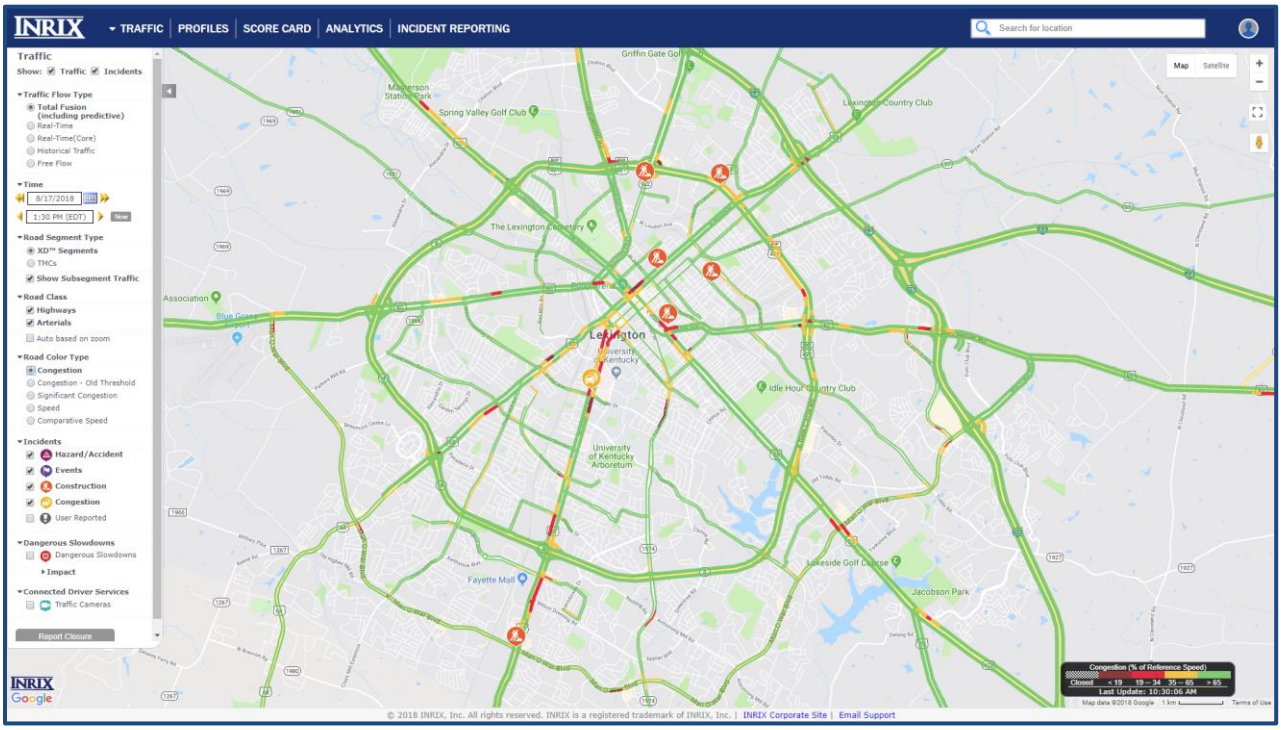
Generated from Real Time Traffic Flow data only, INRIX Flow Incidents are reported as incidents for specific areas where congestion is occurring - within the TMC network or anywhere on the network (XD Flow Incidents). Each Flow Incident includes the segment location, a roadway description, congestion report and the average speed along the congested segment.

4.3 INRIX XD Monitoring Site

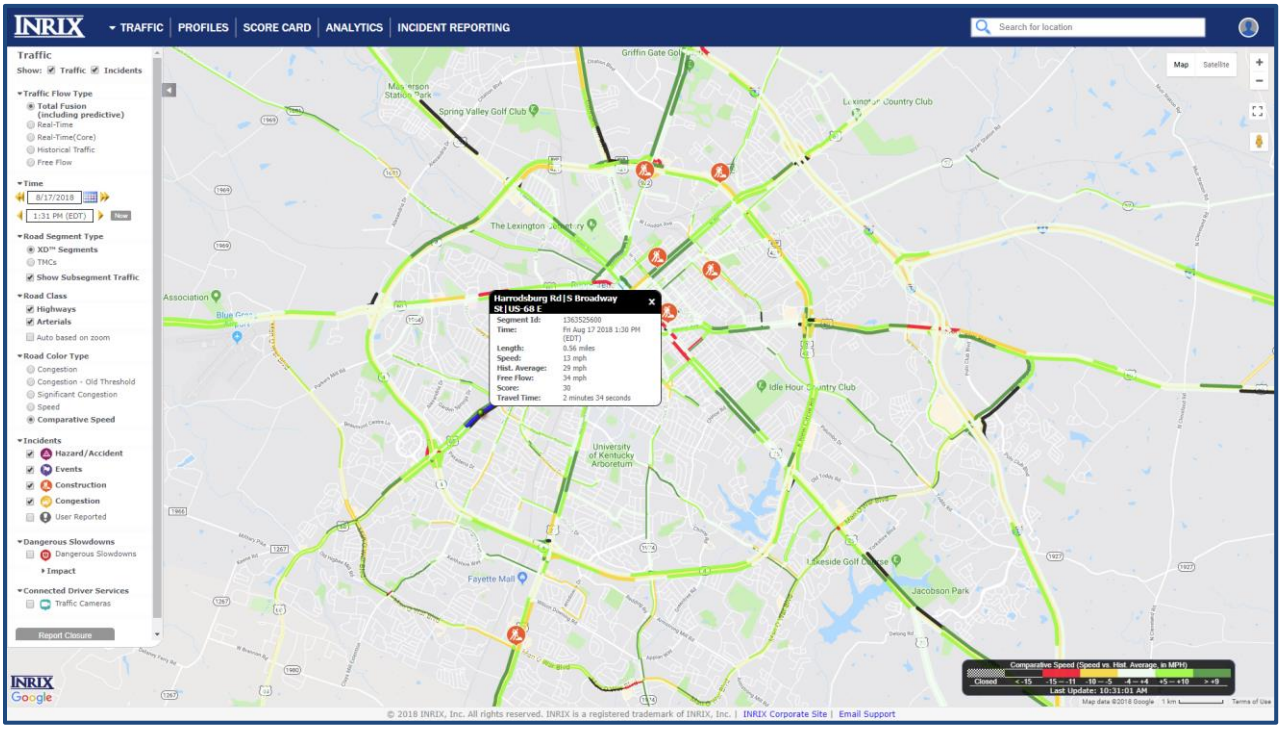
INRIX offers out of the-box roadway monitoring solutions through a browser-based interface that provides instant visibility into the most extensive roadway network including over 5 million miles globally. Traffic operation centers and others responsible for the real-time management of their roadways, have complete flexibility to integrate INRIX data services into their existing infrastructure and platforms to provide complete situational awareness.

XD Monitoring Sites are purpose-built for operations center use to aid transportation agencies that own, operate, manage, patrol, and plan national or regional road networks. The site provides agency employees a complete, real-time picture of current traffic flow conditions across the city, state or country and is available 24x7. INRIX XD Monitoring site feature INRIX XD Traffic, Incidents, and camera views (where available), is automatically updated and refreshed every minute. The sites also include capability to view "Sub-segment Traffic" detail as well as views for Raw Speed and Comparative Speed in addition to the standard Congestion view. The traffic layer extends nationally, not stopping at the city boundary, providing and over-the-border view of traffic conditions that may impact city operations. The figures below illustrate a current XD Monitoring Site for Congestion, Comparative Speed, and Raw (Actual) Speed views. The site also features the classic INRIX Data Bubble – showing current speed, travel times, and typical values at the segment level.

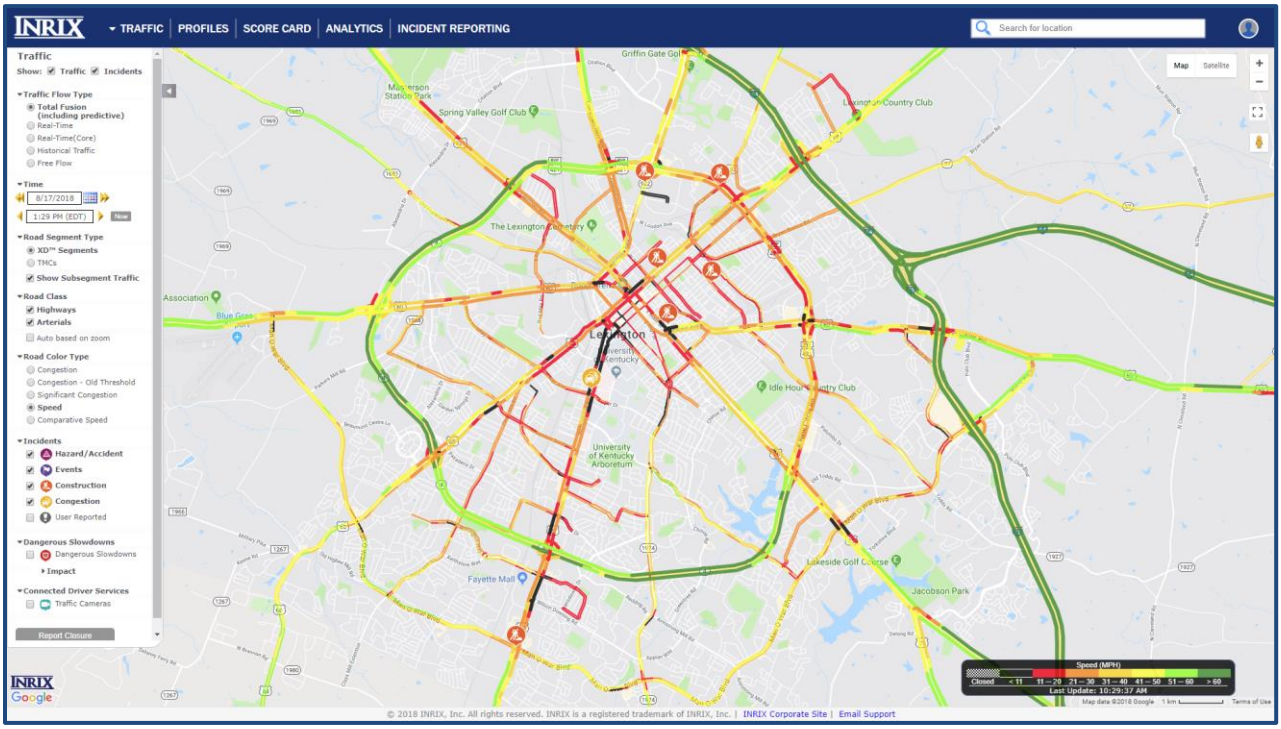
The monitoring site is a web-based application capable of display on standard internet browsers. The site is password protected with credentials provided to any city staff, and consultants who are authorized by the city.



INRIX XD Monitoring Site – Congestion View



INRIX XD Monitoring Site – Comparative Speed View (showing segment data bubble)



INRIX XD Monitoring Site – Raw Speed View

4.4 INRIX Roadway Analytics

INRIX Analytics is a portfolio of historical data with analytical and visualization tools that transforms data into actionable information. Provided as data or as tools though a web-based application, the platform is powered by an expansive cloud-based archive of INRIX data. Those that are required to make accountable decisions turn to INRIX Analytics for historical data, analytics and visualizations to produce, assess and report on roadway performance.

Roadway Analytics- Speed Archives

INRIX real-time data is refreshed on a cycle of less than one minute as described in the Real-Time Flow sections above. Current readings are available in real-time via specified protocols and display on the INRIX XD Monitoring Site. Data for each minute is then appended to the historical data archive, providing a running one-minute record of speeds system wide. The data fields provided are described below. The INRIX Historical Archive allows analysts to examine specific days/times at the individual segment, corridor, or regional level. The archive is provided either as a raw data file or as a hosted product within our INRIX Roadway Analytics platform. INRIX Roadway Analytics is web-based service that allows easy visualization of the data via graphs of many industry standard performance measures.

The Historical Speed Archive provides segment by segment speed and travel time data (the same data that is provided in the real-time data feed), namely:

- Segment by segment and speed (mph or kph) values aggregated from sensor and GPS data.
- Segment by segment average speed, reference speed and travel times (via Insights platform).
- A "Score" indicate if the type of speed data used in the underlying speed calculation.
  - For score equal to 30, the speed is calculated from real time data only.
  - For score equal to 20, the speed is calculated from a blend of real-time and historic speed.
  - For score equal to 10, speed equal to the reference speed.
- A "Confidence Value", or quality-like indicator to express the confidence in the real-time data used to calculate all segments where the score is equal to 30.
- Segment attributes including a unique ID, segment length and geospatial Lat/Long coordinates.

For XD based data, this includes minute-by-minute data beginning January 2014 across the roadway network in over 642 miles on 1877 segments within Fayette-Jessamine counties.

The archive for this project is provided as a hosted product within our INRIX Analytics platform.

The INRIX Data Downloader web interface allows the user to specify the desired date range, or multiple ranges, as well as granularity of 1, 5, 15, or 60 minutes.

Updates to the road network will be applied going forward in time. No changes to past historical data will be made so as to preserve the data as it was processed in real time.

Roadway Analytics-Core

Roadway Analytics is a collection of on-demand analytics tools tailored to provide public agencies with quick and easy access to reliable traffic data and visualizations so that they can plan, monitor and assess the performance of their roadways. Roadway Analytics allows technical users to create communication materials to convey information and recommendations to drivers, decision makers and the general public. As a subscription-based, software-as-a-service (SAAS) product, it is accessible via any web browser without additional hardware or software requirements. At the core, Roadway Analytics is based on the XD Speed Archives, which means the technical analyses, charts, tables and other visualizations are founded on reliable and tested data. Key benefits include:

Key Functionality

- Map-base selection tools designed to easily identify a variety of study locations. Intuitive corridor and zone selection modules enabling use cases including single corridor to region-wide analyses.
- Supports multi-date, multi-time and multi-location selection to enable comparison studies.
- Enhanced workflow enables individual to share study location files, visualization and zone files with others managing analysis.

Data Source and Coverage

- XD-based roadway segmentation and coverage
- XD-based visualization and analysis
- Data granularity defined by user in 1-, 5-, 15-, or 60-minute increments

Data Storage and Access Features

- All data and data artifacts of Roadway Analytics housed in a cloud-based storage solution that includes the following benefits:
    - Established backup and redundancy procedures
    - State of the art data storage security
    - Zero physical infrastructure requirements or procurement and maintenance of hardware
- As a cloud-based SAAS, Roadway Analytics is accessible anywhere with internet access
- Supports a multitude of simultaneous users through unique individual accounts

Key Features - Tools

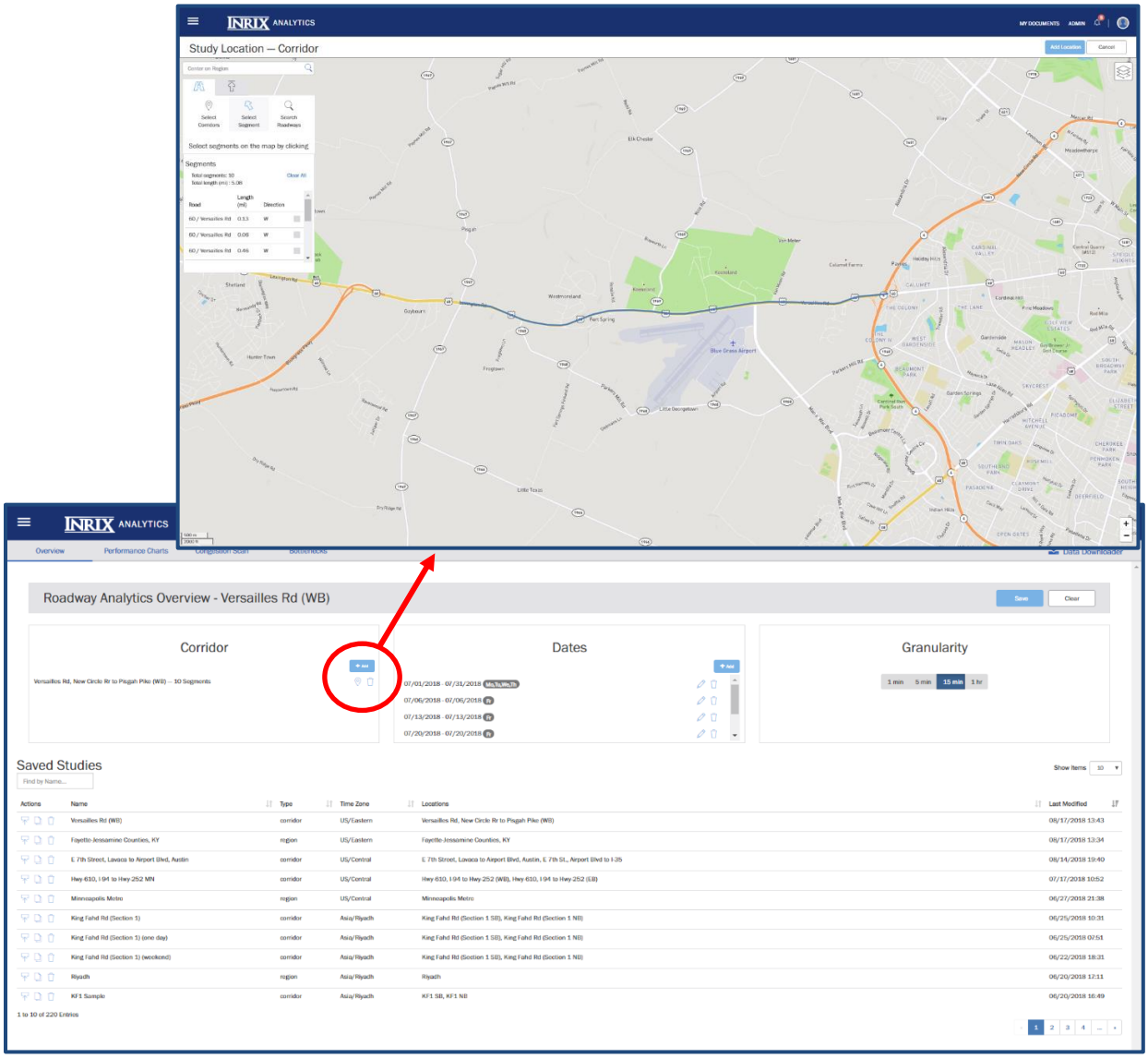
- Data downloader provides direct access to the underlying traffic data including segment by segment speeds, average speed, reference speed, travel time, confidence score-value and segment attributes.
- Congestion scan is an analytics and visualization tool that enable users to pinpoint where traffic conditions are suboptimal along a corridor. It provides segment by segment visibility of the roadway condition along the length of a corridor.
- Performance charts and summaries is an analytics and visualization tool that plots, tabulates and summarizes data as a line or bar chart. It enables trending analyses and comparison studies.

- Bottleneck ranking is an on-demand bottleneck reporting tool that identifies, tabulates and visualizes bottlenecks or congested corridors for a specific analysis period within an area. Bottlenecks are ranked by considering the number of occurrences, length and duration.

Additional detail for tool follows.

4.4.1 Overview Screen – Study Creation

The Overview Page serves as the home screen for the Roadway Analytics platform, providing easy access to saved studies and configuration of new studies (reports). Only three parameters are necessary to define new studies, a location (segment, corridor, or area) and date or date range (up to 7 per study) and data granularity (1-, 5-, 15-, or 60-minute). The "Add Location" selection screen provides both search parameters and map-based selections options for definition of study locations to provide flexibility to easily define study segments.

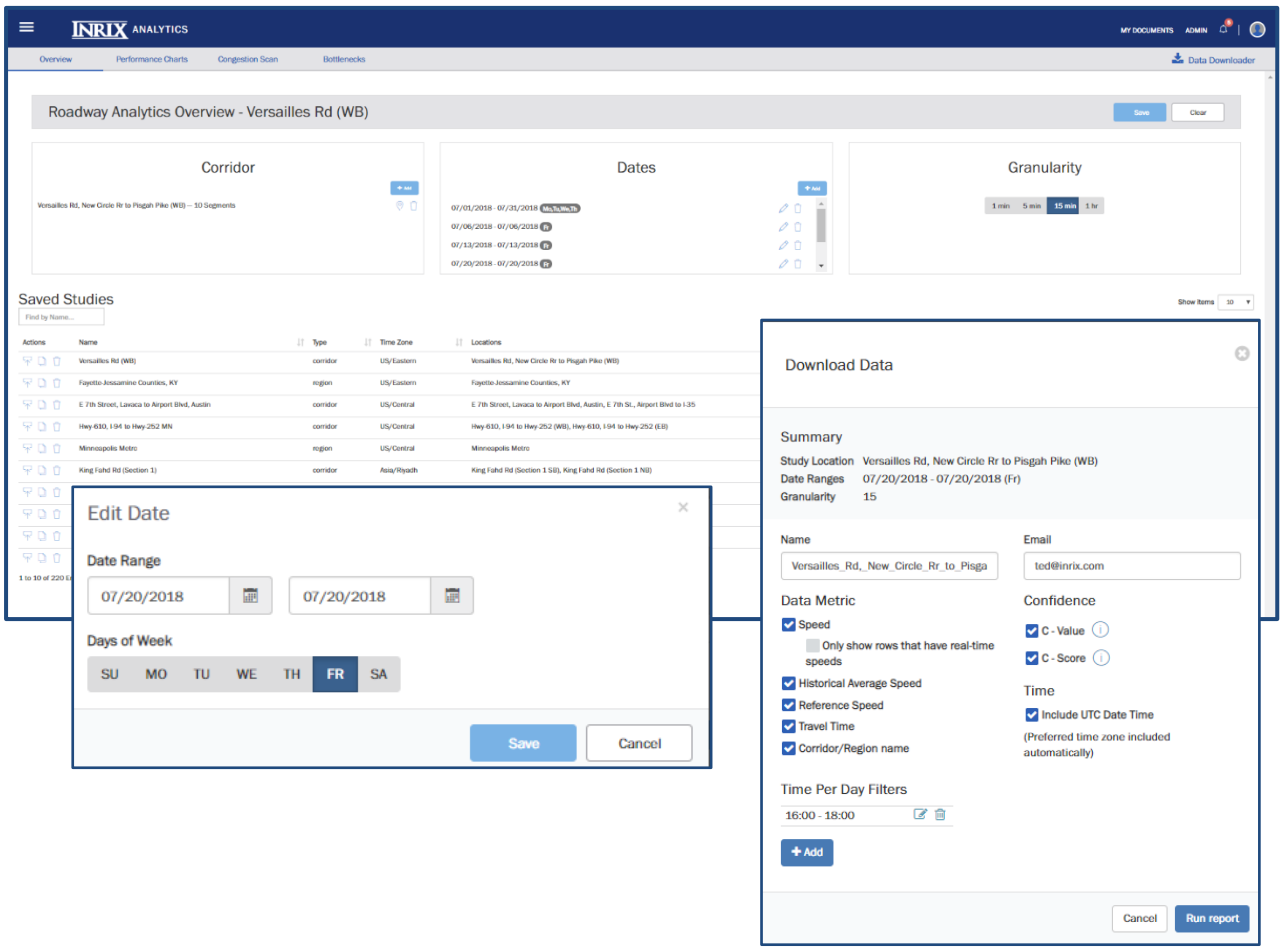


Example of Study Creation

4.4.2 Raw Data Downloader

Those that require customized computations or additional analytics beyond those provided within the Performance Measures suite, turn to the Data Downloader for complete access to the underlying data. This tool provided .csv files containing the speed, historic average speed, reference speed, travel time, confidence score and c-value data in 1-, 5-, 10-, 15-, 30-, and 60-minute bins for any segment of roadway within the network. Additionally, the Data Downloader also provides segment-by-segment information including Segment ID number, geographic descriptions and start/end coordinates. This feature of the analytics package satisfies all requirements related to access of Real-Time Archive data.

Note: The selection tool which is common across all elements of the platform allows extreme flexibility in the selection of dates, including multiple ranges and selection of specific days to include with the ranges.



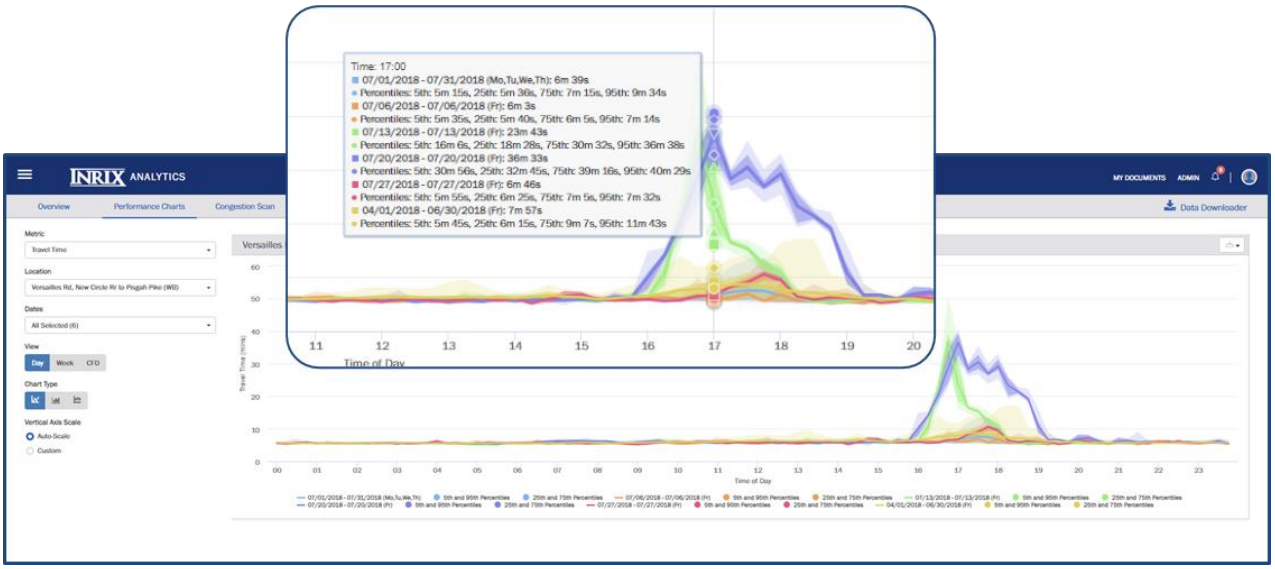
Example of Selection Screens from Raw Data Download Tool

4.4.3 Performance Charts

The Performance Charts enable the visualization of data in a graphical layout that is particularly suited for decoding trends, day-by-day or year-over-year. Transportation professional responsible for deciphering and leveraging trends to plan the smart cities of tomorrow will turn to this tool for on-demand analytics and a familiar set of visualization readily understood by industry professionals. Charts indicate trends and technical analysis though a variety of chart options including, bar, scatter, line and candle stick view. Fully customizable line colors and selectable metrics enable users to easily compare up to seven analysis periods.

Key features

- Enables comparison, before & after studies
- Supports up to 7 different dates
- Exportable images
- Multiple chart types
- Metric include:
    - Speed
    - Historic average speed
    - Travel time
    - Travel time index
    - Buffer time
    - Buffer time index
    - Planning time
    - Planning time index



Examples of the Performance Charts – Showing "mouse-over" Tool Tips

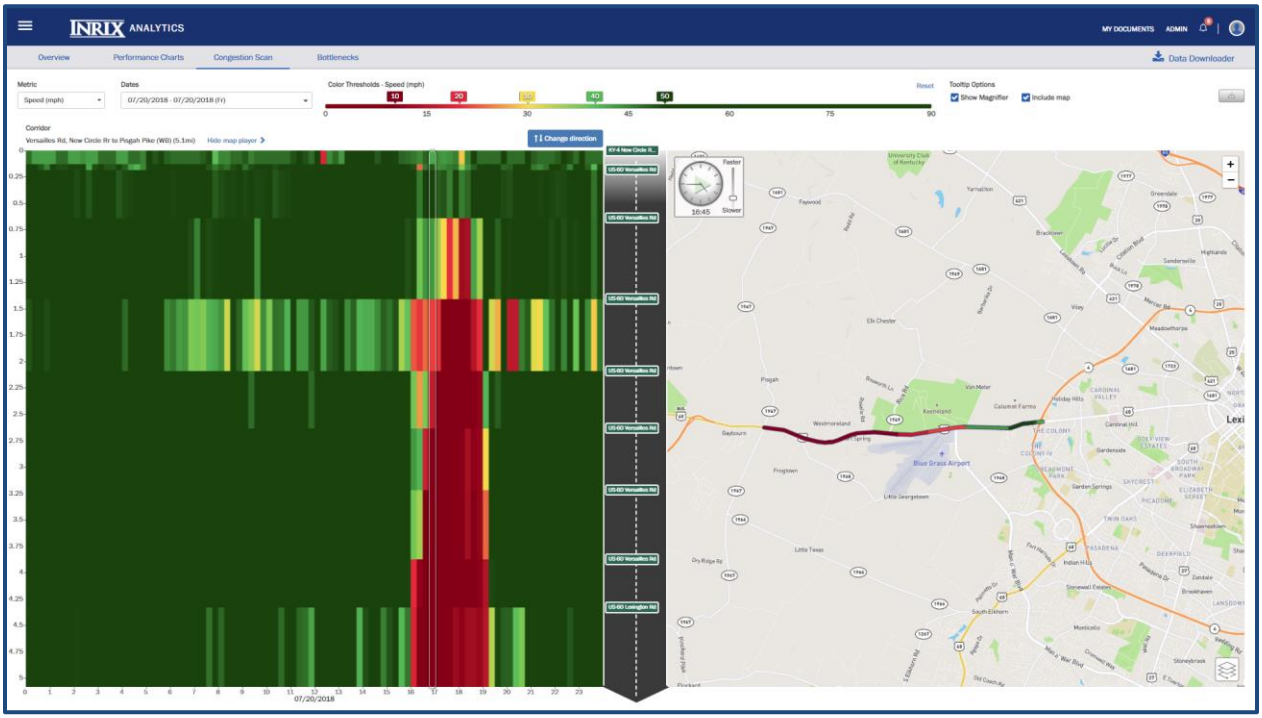
Note: All visualizations in the Roadway Analytics section are of Versailles Rd (US-60) from New Circle Rd. to Pisgah Pike / Shannon Run Rd. A quick search of bottlenecks covering the two-county area for month of July listed a slowdown on July 20 that appeared significant (see Bottleneck graphic). To explore, we configured a study to include all Fridays in July, the average of all Mon-Thurs in July and the average of all Fridays April thru June. Results are displayed above and the following pages.

4.4.4 Congestion Scan

The Congestion Scan enables user to aggregate data in 1-, 5-, 10-, 15-, 30-, and 60-minute bins to for any corridor or set of contiguous roadways to represent speed, congestion, travel time, buffer time and other performance metrics. As the tool correlates temporal and spatial information, it is particularly suited for planning or assessment efforts that require pinpointing locations of sub-optimal conditions. Users can use speed and color sliders to dynamically enhance their visibility into trouble spots while the metric dropdown enable user to view a variety of performance metrics.

Key Features:

- Pinpoint areas that are underperforming
- Visualize both time and roadway location impacted
- Supports up to 7 different dates
- Exportable images
- Multiple chart types
- NEW – Map Player for easy location referencing of conditions for any time period
- Metric include:
    - Speed
    - Historic average speed
    - Travel time
    - Travel time index
    - Buffer time
    - Buffer time index
    - Planning time
    - Planning time index



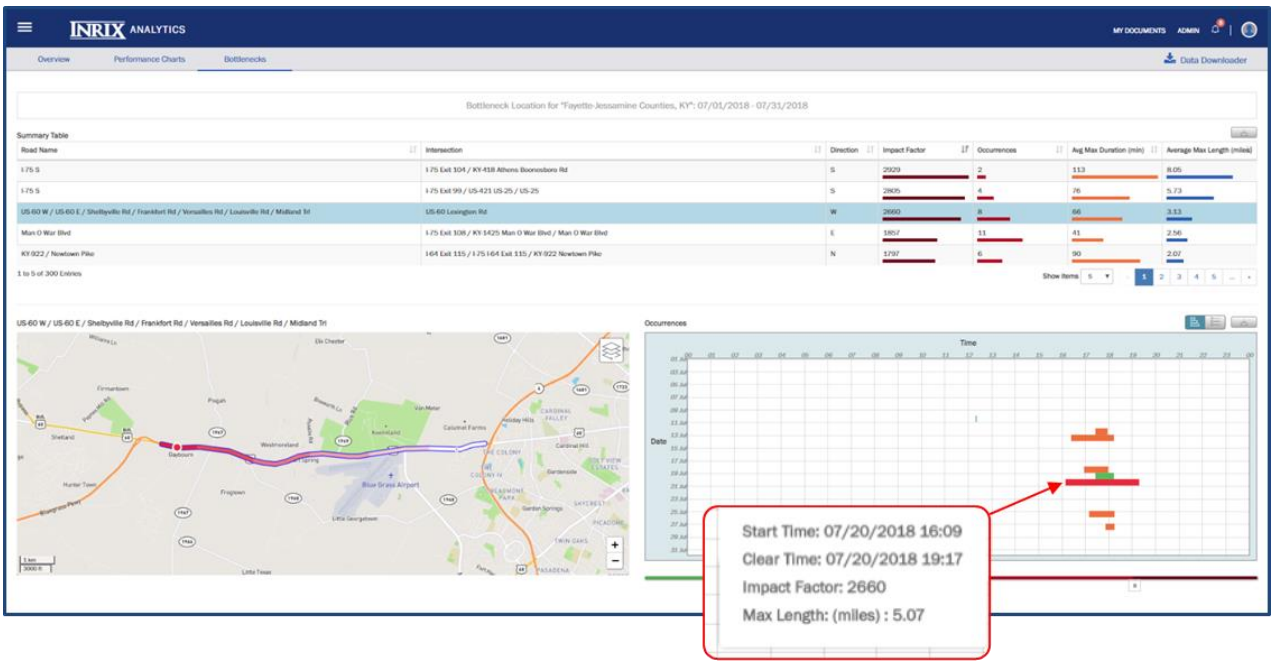
Example of the Congestion Scan with Map Player

4.4.5 Bottleneck Ranking

The Bottleneck Ranking tool is particularly well suited to identify chronically congested locations. By specifying the date range and geographical breadth, users custom query an archive of bottleneck and their associated attributes including bottleneck locations, average duration, average length and the number of occurrences. By considering the impact factor, or the magnitude of the bottleneck attributes, the tool identifies the most impactful bottleneck locations. Those required to report on recurring congestion or that need to identify and prioritize the investment of capital investment turn to this tool for actionable insight. Note, initial dataset for historical bottlenecks is from 2016 and forward.

Key features:

- An archive of bottleneck locations
- Identifies location of recurrent congestion
- Quantifies bottleneck attributes
- Identifies most congested locations
- Enables prioritization of deficiencies



Example of Bottleneck Ranking Tool – Showing "mouse-over" pop up details for July 20 event

4.4.6 Sample Downloads

Sample downloads for the illustrated performance measures are provided on USB memory stick. Files include:

- XD_Segment_List.xlsx, this is a list of the XD segments in the illustrated corridor – included with archive download
- ArchiveDownload.xlxs, is the downloaded speed data for 7/20/18, 14:00-21:00 in 15-minute bins as available via the Data Download Tool
- PERFORMANCE_CHARTS_DAY.zip, is a download of Performance Chart data of the illustrated example. Data is included for all performance metrics inside an individual file for each data and/or date range
- CONGESTION_SCAN.zip, is a download of data for the Congestion Scan of the illustrated example. Data is included for all performance metrics inside an individual file for each data and/or date range
- perf_chart.jpg, is a jpg of the illustrated performance chart
- BOTTLENECK.zip, is the downloaded bottleneck summary for July 2018 for the two counties region as provided by the download tool

4.5 Technical Support

INRIX provides technical support 24 hours per day, 7 days per week on an annual basis. Primary support for the real-time services, the roadway analytics platform, and associated data services is via email to support@INRIX.com. This link is also at the bottom of the traffic monitoring web page. Users may report critical and important problems by telephone to either the Partner Support Desk or the After-Hours Desk, Toll free: +1(877) 467-4948; Local toll: +1 (425) 284-3870.

Within the Help function of the roadway analytics platform, there is also a "Send Feedback" link that provides a way to report questions or problems with the ability to embed a study link if applicable, as well as an option to offer suggestions for future platform enhancements.

5 INRIX Commercial Proposal

INRIX is providing multiple price points, so as to offer LFUCG procurement flexibility.

There are two basic services (described in detail in the sections above) offered with annual fees:

- **INRIX XD Monitoring Site** - A web-based monitoring site providing real-time view of traffic conditions at the link level, historical traffic maps at the 15-minute level, XD Incidents and XD Flow Incidents: **$30,000 annually.**
- **INRIX Roadway Analytics** - tailored to provide public agencies and enterprise with quick and easy access to reliable traffic data and visualizations so that they can plan, monitor and assess roadway performance. As a subscription-based, software-as-a-service (SAAS) product, it is accessible via any web browser without additional hardware or software requirements. Roadway Analytics is based on the XD roadway network and INRIX historical speed archive, including a collection of on-demand analytics tools: **$60,000 annually.**

The INRIX Roadway Analytics platform includes one year of back data as well as license to the contracted year of services in the base annual subscription. Two options for additional back data are offered:

- **One additional year of back data** (providing two years of back data on day-one of the services): **One-time fee of $36,000**.
- **All-available back data** which populates the platform with historical data from January 1, 2014 forward: One-time fee of **$57,600.**

Multi-year Bundled Discount – The total annual subscription fee for both the INRIX XD Monitoring Site and Roadway Analytics is $90,000. The services may be renewed annually on a year to year basis upon approval of both parties. With commitment to a minimum initial term of three (3) years, the total annual subscription fee is reduced to **$75,000**. The service, following the 3-year commitment, may then be renewed annually on a year to year basis for two (2) additional one-year terms at the same fee of $75,000 at the option of LFUCG, and thereafter upon approval of both parties.

6 Legal Exclusions

1. With respect to sub-section (1) of "Indemnification and Hold Harmless Provision," INRIX submits its RFP response conditional on a contract modification to include a liability cap not to exceed the contract value. As a data provider, INRIX cannot assume liability for amounts greater than the value of the contract.
2. With respect to sub-section (2) of "Indemnification and Hold Harmless Provision," INRIX submits its RFP response conditional on a contract modification to not indemnify LFUCG for damages, liabilities, and losses caused by LFUCG's own active negligence or willful misconduct. INRIX will indemnify to the extent damages, liabilities, and losses are caused by the active negligence or willful misconduct of INRIX. It is not reasonable for INRIX assume responsibility for LFUCG's active negligence or misconduct because that would require INRIX to assume uninsurable responsibility for acts outside of its control.

7 INRIX Special Terms

These INRIX Special Terms address the unique nature of the INRIX traffic-related data (the **"INRIX Data"**) to be provided pursuant to a mutually negotiated contract.

1. As INRIX develops the INRIX Data for a variety of companies, INRIX retains all intellectual property and other rights with respect to the INRIX Data and all related and derivative technology, except for technology that INRIX specifically develops for you pursuant to a mutually agreeable contract or PO that expressly identifies you as the owner or joint owner of such technology.
2. The INRIX Data license granted to you will be for use solely by your customers in the territory encompassed by this proposal, will be nonexclusive, nontransferable and nonsublicensable (except to such customers), and will be limited to the term of the applicable contract or PO. All presentations of the INRIX Data will contain proprietary notices and logos and/or website links of INRIX and/or the INRIX suppliers in a form reasonably provided by INRIX from time to time.
3. Except as otherwise expressly provided in a follow-on contract, all INRIX-provided data will be provided "as is" and without warranty or obligation of any kind, and to the maximum extent permitted by law, any and all representations, warranties and conditions of any kind whatsoever (including implied or other warranties of merchantability, fitness for a particular purposes and the like) are expressly excluded. No acceptance procedures will apply to such data.
4. The INRIX Data will be the PO-designated products that INRIX customarily provides its other customers in the territory encompassed by this proposal, which is subject to modification from time-to-time. The INRIX Data will not be merged or combined with any other traffic data not provided by INRIX. INRIX will provide all data-related services from its existing USA servers. INRIX reserves the right, at its sole discretion, to use third parties to provide services or data hereunder, including government agencies, and such parties will not be deemed to be subcontractors.
5. If INRIX receives data from you, INRIX will not be provided with any personally identifiable (or personal) information in relation to that data, and you must comply with all applicable laws. All of your security guidelines will apply to confidential information marked as such by you, and the parties will hereafter agree upon which of those guidelines should apply to INRIX, and how to properly implement those guidelines.
6. Neither party (nor its direct or indirect suppliers) will be liable to the other or its customers or any other third parties for consequential, incidental, special, punitive or any indirect damages (including lost profits) related to the INRIX Data, or for any damages relating to any malfunctions, data delays, loss of data or interruption of service.
7. INRIX's suppliers will not have any liability in relation to the use of the INRIX Data hereunder. INRIX and its suppliers will not be liable for any claim, loss or penalty resulting from use or timeliness of the INRIX Data by your customers, and you agree to use reasonable efforts to ensure such limited liability in your end user license agreements with those customers. INRIX will maintain only the insurance policies and limits currently in force as of the date of this proposal.
8. Under no circumstances will INRIX's aggregate liability for all claims, acts and/or omissions arising out of related to any resulting contract hereunder (or any PO), regardless of whether any claim or action is based on contract, tort or otherwise, exceed the total amount paid by you to INRIX under the applicable contract (or PO) during the 12-month period prior to the date on which the claim arose.
9. There will be no financial retention, withholding or offsets with respect to compensation due to INRIX, and no VAT or income taxes withheld because it is a USA corporation providing services from the USA. Invoicing may be conducted by the use of signed PDF's via email. Neither party will have any right to terminate the contract (or any part thereof) for convenience. All permitted terminations will be for the contract as a whole, not individual PO's or other portions.
10. Each party may seek equitable relief where necessary. Except for such relief, all claims and/or disputes relating to any contract (or PO) for the INRIX Data will be finally and exclusively settled by binding arbitration in Seattle Washington in accordance with the then-existing rules of the American Arbitration Association. The arbitral tribunal will consist of ONE (1) arbitrator and will be appointed in accordance with the rules of such institute. All communications between the parties, and all arbitral proceedings, will be in English. This proposal is subject to the formal signing of a mutually-agreeable written contract between the parties.