



# DATA LICENSE AGREEMENT

## INRIX to LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

This INRIX® Data License Agreement (this “**Agreement**”) is subject to the terms and conditions set forth in RFP #25-2018 Travel Time Analytics Platform, a copy of which is attached hereto and incorporated herein by reference, is effective as of November 1, 2018 (the “**Effective Date**”), and is between **INRIX, Inc.**, a Delaware corporation, headquartered at 10210 NE Points Drive #400, Kirkland, WA 98033 (“**INRIX**”), and The Lexington-Fayette Urban County Government, an urban county government pursuant to KRS Chapter 67A, located at 200 East Main Street, Lexington, KY 40507 (“**Licensee**”). INRIX and Licensee are individually referred to as a “**party**,” and collectively as the “**parties**.” The parties agree as follows:

### 1. BUSINESS, FINANCE AND TECHNICAL CONTACTS

INRIX Business Contact	Licensee Business Contact
Ted Trepanier INRIX, Inc. 10210 NE Points Drive, Suite 400 Kirkland, WA 98033 USA Email: Ted@INRIX.com Phone: (+1) 509.994.2274	Todd Slatin – Purchasing Director Lexington-Fayette Urban County Government Room 338, Government Center 200 East Main Street Lexington, KY 40507
INRIX Technical Contact	Licensee Technical Contact
INRIX Support support@inrix.com Phone: (+1) 425.284.3870	David Filiatreau <a href="mailto:Dfiliatreau@lexingtonky.gov">Dfiliatreau@lexingtonky.gov</a> 859-258-3491
INRIX Finance Contact	Licensee Finance Contact
Ryan Hjorten Controller INRIX, Inc. 10210 NE Points Drive, Suite 400 Kirkland, WA 98033 USA accounts@inrix.com cc: europe@inrix.com Phone: (+1) 425.284.3854 Fax: (+1) 425.284.3879	Bill O'Mara Commisioner of Finance Lexington-Fayette UCG 200 East Main Street Lexington, KY 40507 <a href="mailto:bill@lexingtonky.gov">bill@lexingtonky.gov</a> 859-258-3300

**2. TERM AND TERMINATION.** This Agreement will begin on the Effective Date and continue through and including December 31, 2021 (the “**Term**”), subject to the provisions of this Agreement, including but not limited to Licensee’s termination rights in Section 2 of Exhibit A. Thereafter, this Agreement may be renewed for successive terms of 1-year each (each a “**Renewal Term**”) under the same terms upon mutual approval of the parties. If either party fails to perform any of its material obligations under this Agreement, the other party may terminate this Agreement by giving THIRTY (30) days’ prior written notice labeled “NOTICE OF DEFAULT,” provided that the matters set forth in such notice are not cured to the other party’s reasonable satisfaction within such 30-day period, and provided further that the cure period for non-payment will be limited to FIVE (5) days. If Licensee at any time acquires, is acquired by or otherwise becomes, a business competitor of INRIX, in the reasonable determination of INRIX, INRIX will have the right to terminate this Agreement, at any time at its convenience, without further liability to Licensee hereunder, by the giving of written notice to Licensee. Licensee may also terminate this Agreement for convenience upon 30 days’ written notice to INRIX.

Upon termination or expiration of this Agreement: (a) payment for services or goods received prior to termination shall be made by Licensee provided these goods or services were provided in a manner acceptable to Licensee, and payment for those goods and services shall not be unreasonably withheld; (b) all rights granted by INRIX under this Agreement will immediately terminate, and INRIX obligations to provide INRIX Data hereunder will immediately cease (without refunds of any kind); (c) Licensee will immediately cease to use any INRIX Data in any manner whatsoever; (d) Licensee will purge all INRIX Data from all of its on-line and off-line storage media; (e) Licensee will not use for any purpose thereafter any information included in or derived from the INRIX Data; and (f) Licensee will return to INRIX or destroy originals, and all copies, of INRIX Data, software, documentation, or other materials provided by INRIX under

this Agreement. The provisions of this Agreement dealing with liabilities, conflict resolution, governing law, proprietary rights, payments, confidentiality, arbitration and other similar types of clauses will survive the expiration or termination of this Agreement. If INRIX continues a business relationship with Licensee after termination or non-renewal, such relationship will not be construed as a renewal or a waiver of termination, but such relationship will be “at will,” terminable at any time by either party, and all such transactions will be governed by the terms of this Agreement, with payments made on a monthly basis.

- 3. LICENSED PRODUCTS.** Subject to the provisions of this Agreement, INRIX hereby grants Licensee, a non-exclusive, non-transferable (except as expressly provided in Section 18 below), non-sublicensable (except as expressly provided in the “Permitted Use” section) restricted and revocable license during the Term (except as otherwise provided in Section 3 of Exhibit A) to use certain proprietary traffic, driver, and analytic products (“**INRIX Products**”) for the Permitted Use, and within the permitted Territory. INRIX will make available to Licensee, starting on (i) the Effective Date, (ii) FIVE (5) business days after the last date signed by the parties above, or (iii) if Licensee signs last, FIVE (5) business days after this signed Agreement is returned to INRIX via email (whichever occurs last), the INRIX Products provided in Exhibit A SOLELY for the Permitted Use, and only during the Term of this Agreement.
- 4. PERMITTED USE.** The INRIX Products will be used only for Licensee and any “**End Users**” within the Territory (as defined in Exhibit A only for Licensee’s internal use and analyses, (“**Permitted Use**”). “**End User**” means Licensee’s customers and their employees and representatives who access the INRIX Products through the Permitted Use. The INRIX Products, including the INRIX Data, will always be kept separately identifiable and distinct from all other traffic-related data (whether of Licensee or any third party), and under no circumstances will any of the INRIX Products be combined or merged with any other traffic and/or driver services-related data not provided by INRIX, or be transferred to, or used by any competitor of, INRIX (directly or indirectly) in any way. Except for the Permitted Use, no other redistribution or derivative uses of any of the INRIX Products will be made by Licensee, without the express written consent of INRIX.
- 5. DATA ACCESS AND USE RESTRICTIONS.** Licensee will access the INRIX Products from an INRIX server in the USA as described in the attachment to this Exhibit A. INRIX will provide Licensee with unique access credentials to (a) enable the Licensee to access the INRIX Products, and (b) access an administrative customer service site. Licensee will not make such access credentials available to any third party, other than one third party authorized to act on its behalf, and Licensee will be fully responsible for all use and misuse of the INRIX Products through such access credentials. Licensee will handle all technical support for its End Users.
- 6. INRIX DATA.** INRIX Products rely on, and incorporate various types of data (“**INRIX Data**”). INRIX Data may include (but is not limited to) traffic, GPS, sensor, mobile, or application data, and data related to parking availability and density. INRIX Data may be processed, aggregated, shared, or analyzed depending on the licensed INRIX Product. Notwithstanding the license rights and restrictions with respect to a licensed INRIX Product or the use of INRIX Data, Licensee will not use, share or disclose INRIX Data: (a) in connection with the transmission, sale, license or delivery of any infringing, defamatory, offensive, or illegal products, services or materials; (b) in any manner that threatens the integrity, performance, delivery or availability of the INRIX Data; (c) to copy, store, archive, or create a database of the INRIX Data, except as otherwise provided by Section 3 of Exhibit A; or (d) in violation of local, state, or federal laws or regulations. Licensee will not misrepresent the timing, source, content, or availability of INRIX Data, information gathered from the INRIX Data, or any other information received from INRIX. Licensee will protect all performance data, feedback, and other information obtained through use or evaluation of the INRIX Data as INRIX confidential information. Except as otherwise provided by Section 3 of Exhibit A, Licensee and its permitted sublicensees and distributees will not store or retain any of the INRIX Data after the expiration or termination of this Agreement.
- 7. CHANGES TO INRIX PRODUCTS.** INRIX may, in its sole discretion, make feature, functionality, or formatting updates to the INRIX Products. INRIX will provide advance notice of such INRIX Product updates, and will make commercially reasonable efforts to identify INRIX Product updates that may require modifications to Licensee applications. Licensee’s failure to upgrade Licensee applications to the latest version during this time may result in an interruption or termination of Licensee’s access to the INRIX Product. Licensee agrees that the INRIX Products to be provided hereunder will include only that information that INRIX collects and distributes in the ordinary course of its business from time to time. INRIX may terminate specific markets or products described in this Agreement, immediately upon provision of written notice to Licensee if any third party provider upon which INRIX relies for the provision of the INRIX Products ceases to provide that data, or to perform on INRIX’s behalf, for any reason.
- 8. IP RIGHTS.** All title and intellectual property rights in and to the INRIX Products and INRIX Data are owned or licensed by INRIX and/or its direct or indirect suppliers (the “**INRIX Suppliers**”). INRIX owns the trademark to the mark “INRIX.” INRIX may also from time to time provide Licensee with certain documentation or other INRIX or third party intellectual property which will, for purposes of this Agreement, be deemed part of the INRIX Products or INRIX Data. This Agreement grants Licensee no rights to any such intellectual property rights except for the limited rights expressly granted herein. Without limiting the foregoing, Licensee is prohibited from syndicating, redistributing, reselling or acting as a service bureau for the INRIX Products. All rights, including rights of use, not specifically granted

under this Agreement are reserved by INRIX and the INRIX Suppliers. Licensee will not directly or indirectly reverse engineer, decompile, disassemble, or create derivative works from the INRIX Products or INRIX Data. INRIX and the INRIX Suppliers will own and retain all right, title, and interest (including all intellectual property and other proprietary rights) in and to the INRIX Products, related documentation, derivations therefrom and/or compilations or collective works thereof and all related technical know-how and all rights therein, including all rights in patent, patents pending, copyrights, trademarks and trade secrets. Nothing in this Agreement will be deemed to grant, transfer or assign to Licensee (or any others) any right, title, interest or ownership of the INRIX Data, all of which is hereby expressly reserved by INRIX and the INRIX Suppliers. If an INRIX Product or any portion is modified, merged, incorporated or combined into any software, hardware, or other data, they will continue to be subject to the provisions of this Agreement, and INRIX will retain ownership.

**9. PAYMENTS.** Licensee will pay INRIX the license fees specified in Exhibit A. The license fees will be invoiced as provided in Exhibit A. Payments will be paid by electronic transfer to an INRIX bank account designated in writing from time-to-time by the INRIX Finance Contact set forth above. All payments will be made in full, without any deductions for wire transfers or banking fees, and without refunds of any type. Fees due to INRIX hereunder are exclusive of, and Licensee is fully responsible for, all fees, taxes or assessments that Licensee is legally obligated to pay or which relate in any way to Licensee's receipt and use of the INRIX Products hereunder. Licensee will pay all applicable taxes hereunder (including sales and use taxes), as well as production, handling and transmission costs associated with the receipt, transmission and use of the INRIX Products.

**10. LATE PAYMENTS.** Time is of the essence with respect to payments hereunder, and late payments will be assessed an interest charge at a rate equal to the lesser of (i) the maximum rate permitted by law, or (ii) ONE POINT FIVE PERCENT (1.5%) per calendar month or pro rata for part thereof (the "**Interest Charge**"). INRIX, in its sole discretion, may without limitation suspend Licensee's access to INRIX Data, if Licensee fails to deliver payment in accordance with this Agreement within 30 days of the dates due.

**11. RECORDS.** Licensee will keep complete and accurate financial, accounting and other records relating to Licensee's use and distribution of the INRIX Products, including all payments due, and compliance with this Agreement. If Licensee cannot share non INRIX related product pricing, Licensee must provide amounts charged for INRIX Products to INRIX. During the Term, INRIX will have the right, upon reasonable notice, to: (a) verify Licensee's procedures to ensure accurate tracking and reporting of Licensee's obligations under this Agreement; and (b) Licensee's compliance with this Agreement. Any audit will be conducted during normal business hours and in a manner that does not interfere unreasonably with Licensee's operations. If the audit reveals lack of compliance by Licensee with any obligation under this Agreement, Licensee will immediately remedy such non-compliance. If Licensee has underpaid INRIX, Licensee will immediately reimburse INRIX for the reasonable costs in the audit and will remit payment for such underpaid amount, including interest calculated from the earliest date of noncompliance.

**12. LIMITATIONS OF LIABILITY.** NOTWITHSTANDING SECTION 14 OF THIS AGREEMENT, NEITHER PARTY NOR ITS DIRECT OR INDIRECT SUPPLIERS WILL, UNDER ANY CIRCUMSTANCES, BE LIABLE TO THE OTHER OR ITS CUSTOMERS, END USERS, OR ANY OTHER THIRD PARTIES FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE, OR ANY INDIRECT DAMAGES (INCLUDING DAMAGES FOR LOST PROFITS OR ANTICIPATED REVENUES, BUSINESS INTERRUPTION, OR LOSS OF BUSINESS INFORMATION) ARISING OUT OF OR RELATED TO THE INRIX PRODUCTS, INRIX DATA OR THIS AGREEMENT, OR FOR ANY DAMAGES WHATSOEVER ARISING OUT OF OR IN CONNECTION WITH ANY MALFUNCTIONS, DATA DELAYS, LOSS OF DATA OR INTERRUPTION OF SERVICE HEREUNDER, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR IF SUCH POSSIBILITY WAS REASONABLY FORESEEABLE. THE INRIX SUPPLIERS WILL HAVE NO LIABILITY FOR ANY DAMAGES WHATSOEVER IN RELATION TO THIS AGREEMENT. UNDER NO CIRCUMSTANCES WILL INRIX AGGREGATE LIABILITY FOR ALL CLAIMS, ACTS AND/OR OMISSIONS ARISING OUT OF OR RELATED TO THIS AGREEMENT, REGARDLESS OF WHETHER ANY CLAIM OR ACTION IS BASED ON CONTRACT, TORT, OR OTHERWISE, EXCEED THE TOTAL AMOUNT PAID BY LICENSEE TO INRIX UNDER THIS AGREEMENT. THIS LIMITATION WILL APPLY EVEN IF ANY REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

**13. WARRANTIES; DISCLAIMER.** Each of the parties represents and warrants that it has fully familiarized itself with this Agreement; that the signing, delivery and performance of this Agreement has been duly authorized, does not require any additional approvals, and does not violate any law or regulation, or result in a breach of, or constitute a default under, any material agreement; and that this Agreement is a legal, valid and binding obligation on it, subject to applicable laws. In marketing and promoting the INRIX Products, Licensee will not engage in deceptive, fraudulent or illegal practices, or make any representations, warranties, or guarantees inconsistent with this Agreement. NEITHER INRIX NOR THE INRIX SUPPLIERS WARRANT THE ACCURACY OR TIMELINESS OF DATA PROVIDED HEREUNDER. EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT (A) THE INRIX PRODUCTS AND INRIX DATA ARE PROVIDED BY INRIX AND THE INRIX SUPPLIERS "AS IS", "WITH ALL FAULTS", "AS AVAILABLE" AND WITHOUT WARRANTY OR COMMITMENT OF ANY KIND, AND (B) TO THE MAXIMUM EXTENT PERMITTED BY LAW, ANY AND ALL REPRESENTATIONS, WARRANTIES OR CONDITIONS OF ANY KIND WHATSOEVER (INCLUDING EXPRESS, IMPLIED OR STATUTORY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, ACCURACY OR SATISFACTORY QUALITY), WHETHER DEALING WITH DATA OR OTHERWISE, ARE EXPRESSLY EXCLUDED. NO ORAL OR

WRITTEN ADVICE OR INFORMATION PROVIDED BY INRIX OR THE INRIX SUPPLIERS (OR ANY OF THEIR AGENTS, EMPLOYERS OR THIRD PARTY PROVIDERS) WILL CREATE A WARRANTY, AND LICENSEE IS NOT ENTITLED TO RELY ON ANY SUCH ADVICE OR INFORMATION. NEITHER INRIX NOR THE INRIX SUPPLIERS MAKE ANY WARRANTY THAT THE INRIX PRODUCTS WILL OPERATE PROPERLY AS INTEGRATED WITH LICENSEE'S PRODUCTS. LICENSEE MAY NOT MAKE OR PASS ON ANY REPRESENTATION, WARRANTY OR OBLIGATION FROM INRIX OR THE INRIX SUPPLIERS TO ANY THIRD PARTY.

**14. INDEMNIFICATION.** Licensee is a political subdivision of the Commonwealth of Kentucky. INRIX acknowledges and agrees that Licensee is unable to provide indemnity or otherwise save, hold harmless, or defend INRIX in any manner. INRIX hereby agrees to indemnify, save, hold harmless and defend Licensee and its elected and appointed officials, employees, agents, volunteers, and successors in interest from and against all liability, damages, and losses, including but not limited to, demands, claims, obligations, causes of action, judgments, penalties, fines, liens, costs, expenses, interest, defense costs and reasonable attorney's fees that are in any way incidental to or connected with, or that arise or are alleged to have arisen, directly or indirectly, from or by INRIX's performance or breach of the agreement and/or the provision of goods or services provided that: (a) it is attributable to personal injury, bodily injury, sickness, or death, or to injury to or destruction of property (including the loss of use resulting therefrom), or to or from the negligent acts, errors or omissions or willful misconduct of INRIX.

**15. CONFIDENTIALITY.** Each party will treat all non-public information of the other party, including the other party's business plans, finances, technology, inventions, marketing and sales information (collectively, "**Confidential Information**") as confidential and proprietary of the disclosing party, and will take all reasonable steps to prevent unauthorized use or disclosure. Each party agrees not to disclose or otherwise reveal any Confidential Information of the other party to any third party without the prior written consent of the other party. Each party will use all Confidential Information received hereunder solely for the purposes of fulfilling its obligations or exercising its rights under this Agreement, and will not duplicate any of the Confidential Information, except as necessary to meet its obligations or exercise its rights under this Agreement. All Confidential Information, including all copies in any form, will be returned to the disclosing party, or destroyed upon completion or termination of this Agreement. Licensee will inform its End Users, agents, and subcontractors who receive Confidential Information, the INRIX Products, or INRIX Data of the confidential nature of such information and Licensee will be responsible for any breach of this Section by its End Users, agents, and subcontractors. The foregoing provisions will not apply to the extent that either party can demonstrate that any Confidential Information of the other party: (a) is or becomes generally known to the public through no fault of or breach of this Agreement by the receiving party; (b) was rightfully in the receiving party's possession at the time of disclosure, without an obligation of confidentiality; (c) was independently developed by the receiving party without use of the disclosing party's Confidential Information; (d) was rightfully obtained by the receiving party from a third party without restriction on use or disclosure; or (e) to the extent disclosure of said information is required local, state, or federal law, including the Kentucky Open Records Act, KRS 61.870 to 61.884. Either party may disclose Confidential Information to its attorneys, auditors, accountants, advisers or affiliates, who may have a need to know such Confidential Information and who have a legal duty or obligation to maintain the confidentiality of such disclosed Confidential Information consistent with the terms of this Agreement. Either party may disclose Confidential Information pursuant to the order or requirement of a court, administrative agency, or other governmental body, provided that receiving party gives reasonable notice to the disclosing party to enable it to contest or limit such order or requirement. The signing of this Agreement will not extinguish any pre-existing nondisclosure agreement(s) between the parties covering matters prior to the Effective Date.

**16. PUBLICITY.** Upon signing this Agreement, the parties may jointly announce that they have formed a relationship in a mutually acceptable press release.. Press release(s) will be subject to the cooperation and reasonable approval of both parties. The parties may also participate in telephone interviews with industry analysts, review editors, and news editors as part of each party's awareness building programs. The parties may also promote their relationship through direct marketing, trade shows and events, corporate web sites, collateral and other appropriate marketing means, such as the writing of a case study. INRIX will have the right to use the name of the Licensee in case studies, publicity, advertising, and sales promotion with the prior consent of that other party, such consent not to be unreasonably withheld or delayed. Licensee may use INRIX name and logos only if in accordance with the "3rd Party Use of INRIX Logos and Trademarks" guidelines available at [www.INRIX.com/LogoUse](http://www.INRIX.com/LogoUse).

**17. DATA ATTRIBUTION.** Throughout the Term of this Agreement, Licensee will ensure that all presentations of the INRIX Products, or any part thereof, contain proprietary notices and logos and/or website links of INRIX and/or INRIX's suppliers in a form provided by INRIX from time-to-time, and, notwithstanding any other provision of this Agreement, INRIX will have no liability or obligations under this Agreement whatever during any period of time in which Licensee fails to fully comply with such requirements. Licensee will at all times display the INRIX logo on any screens (including maps, graphs, etc.) containing any INRIX Products in accordance with the "3rd Party Use of INRIX Logos" guidelines available at [www.INRIX.com/LogoUse](http://www.INRIX.com/LogoUse). Attribution for the INRIX Products will use the copyright notice "Traffic and Driver Services Information Provided by INRIX © 201\_". All rights reserved by INRIX, Inc." as well as the INRIX Products logo per such INRIX branding guidelines, and follow the data attribution requirements. Licensee will not remove or alter any trademark, trade name, copyright, patent, patent pending, or other proprietary notices, legends, symbols,

or labels appearing on or in the INRIX Products and related documentation made available by INRIX. Except as set forth in this Agreement, neither party will use any logo or trademark of the other in any manner or for any purpose without the other party's prior written approval.

**18. GOVERNING LAW AND ARBITRATION.** This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky. In the event of any proceedings regarding this Agreement, 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 Agreement or any rights or obligations arising thereunder. Service of process may be accomplished by following the procedures prescribed by law.

**19. MISCELLANEOUS.**

a) Force Majeure. Neither party will be deemed to be in default of this Agreement to the extent that any delay or failure in the performance of its obligations (except a failure to pay sums due) results from: Acts of God, acts of domestic or international terrorism, acts of civil or military authority, labor disturbances, strikes, lockouts, fires or explosions, earthquakes, unforeseeable floods or bad weather, unforeseeable communication or computer failures or delays, or any cause beyond its reasonable control ("**Force Majeure**").

b) Notices. Unless otherwise expressly provided herein, all notices required or permitted under this Agreement will be delivered by hand or overnight courier addressed to the location specified in Section 1 of this Agreement with a copy also sent to the attention of the Lexington-Fayette Urban County Government (LFUCG) Commissioner of Law, if to INRIX with a copy also sent to the attention of INRIX's General Counsel. The parties may update the contact or address for notice by a written notice given in accordance with this section. All notices and other written communications hereunder will be in English, and will be effective upon delivery.

c) Relationship. This Agreement does not create any agency, joint venture or partnership relationship, and neither party will have the authority to make representations, negotiate or enter into any contract for or on behalf of, or create any obligations for, the other party. Neither party shall have the right to use the name of the other party in publicity, advertising, and sales promotion without the prior consent of that other party.

d) Assignment. INRIX shall not assign, delegate, or subcontract any portion of the Agreement without the express written consent of License. Any purported assignment, delegation, or subcontract in violation hereof shall be void.

e) Compliance. Each party will perform all of its obligations under this Agreement in accordance with all applicable laws, regulations and similar instruments, now or hereafter in effect. In the event of a conflict, the terms of this Agreement will govern, followed by INRIX's response to RFP #25-2018 Travel Time Analytics Platform, followed by the terms of the RFP. Licensee acknowledges that the INRIX Products and its related technology are subject to certain export control laws and regulations in the USA and elsewhere. Licensee agrees that it will not transfer any such items, directly or indirectly, without first complying with all relevant laws and regulations.

f) Interpretation. Titles and headings are for convenience only and do not affect the construction or interpretation of this Agreement. No provision of this Agreement will be construed against or interpreted to the disadvantage of any of the parties by any court or other authority by reason of that party having drafted or proposed such provision. All remedies in this Agreement are cumulative and in addition to those provided by law, unless otherwise expressly provided. If any provision of this Agreement is held to be unenforceable to any extent, it will nonetheless be enforced to the fullest extent allowed by law, and the validity and force of the remainder of this Agreement will not be affected thereby. Failure or delay in exercising any right hereunder will not operate as a waiver. No variation, waiver or modification of this Agreement will be valid unless it is in writing and signed by a corporate officer of the parties. The provisions of this Agreement will supersede all inconsistent terms in any business form hereafter supplied by either party.

**18. ENTIRE AGREEMENT.** This Agreement, comprised of these signed terms and the attached Exhibit A - Licensed Products constitutes the entire agreement between the parties, and supersedes all prior drafts, negotiations, agreements and understandings (verbal or written) regarding the subject matter of this Agreement. THIS AGREEMENT WILL ONLY BE BINDING WHEN SIGNED BY BOTH PARTIES IN THE BLANKS IMMEDIATELY BELOW. PDF SIGNATURES, AND PDF COPIES WITH SIGNATURES, WILL BE DEEMED TO BE ORIGINALS FOR ALL PURPOSES.

**LICENSEE**

**INRIX, INC.**

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**EXHIBIT A - LICENSED PRODUCTS**

1. **INRIX PRODUCTS.** Pursuant to Section 3 of the Agreement, INRIX will provide Licensee the following INRIX Products for the Territories provided below:

PRODUCTS	TERRITORY
<p><b>INRIX® Roadway Analytics – Core</b> is a collection of on-demand analytics tools 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. INRIX® Roadway Analytics – Core includes the following modules: Charts Congestion Scan, and Bottleneck Ranking.</p>	<p>Fayette and Jessamine counties, Kentucky, USA</p>
<p><b>INRIX® Roadway Analytics – Data Downloader</b> is a data self-service portal contained within one module of Roadway Analytics. It provides direct access to the minute by minute data for each segment of the Roadway Analytics - Speed Archive back to January 1, 2014, and also enables the user to custom query for segments, corridors or region-wide data sets. In addition, Roadway Analytics - Data Downloader allows the user to specify 1, 5, 15, and 60 minute granularity to facilitate the appropriate level of detail for each requested data file.</p>	<p>Fayette and Jessamine counties, Kentucky, USA</p>
<p><b>INRIX® Roadway Analytics - Speed Archive</b> provides historic vehicle speed values for each XD segment of roadway reported for every minute of every day beginning January 1, 2014. The Speed Archive contains speed, travel time, historic average speeds, reference speeds based on INRIX Fusion technology that aggregates information from sensors, vehicles, and other GPS devices. The Speed Archive also contains confidence score and c-value, data quality indicators associate with each speed output as well as the time stamp (local and UTC) and XD segment ID.</p>	<p>Fayette and Jessamine counties, Kentucky, USA</p>
<p><b>INRIX® XD Traffic Monitoring Site</b> is built specifically for operations center use, helping TOC staff operate, manage, patrol, and plan national or regional road networks. Hosted by INRIX and accessible to users through any standard browser, the site provides agency employees a complete, real-time picture of current traffic flow conditions across the city, state, or country. It provides 24/7/365 access to INRIX XD Traffic, Safety Alerts, and camera views (where available). The monitoring site is a password protected, web-based application and does not require software to access. The data is automatically updated and refreshed every minute. The site includes the ability to view:</p> <ul style="list-style-type: none"> <li>• Road segments by type. INRIX XD segments, TMC segments, and “Sub-segment Traffic” detail: smaller segments inside of the XD or TMC segments.</li> <li>• Two types of speed: Raw speed, and current speed compared to historical speeds</li> <li>• Congestion intensity.</li> <li>• Roads by class. Interstate, highway, and arterial.</li> </ul>	<p>Kentucky, USA</p>

2. **COMPENSATION.** Licensee will pay INRIX the following compensation: \$261,000, invoiceable as follows:

- \$111,000 is invoiceable upon execution of this Agreement and due within 30 days of invoice date (\$75,000 for the INRIX Products and an additional \$36,000 for the one-time backfill data of INRIX® Roadway Analytics - Speed Archive as provided in Section 4 (Restrictions) of this Exhibit A);
- \$75,000 is invoiceable on November 1, 2019 and due within 30 days of invoice date; and

- \$75,000 is invoiceable on November 1, 2020 and due within 30 days of invoice date.

For any Renewal Term, Licensee will pay INRIX \$75,000, invoiceable upon the parties' mutual approval to renew this Agreement and due within 30 days of invoice date. Licensee's ability to make payment beyond November 1, 2019 is contingent upon the continuing availability of funding provided to Licensee. If funding becomes unavailable, Licensee may terminate this Agreement at the end of each contract year (i.e., on October 31, 2019 and October 31, 2020) upon 30 days' written notice.

**3. LICENSE DURATION FOR PUBLIC AGENCIES.** Certain terms and restrictions of this Agreement do not apply to Licensee if Licensee is a public agency. Notwithstanding any reference to a Term-based license in Section 3 of the Agreement, Licensee is granted a perpetual license to the INRIX Data provided by INRIX during the Term of the Agreement. The requirement in Section 6 of the Agreement not to store or retain INRIX Data after expiration of the Agreement is waived by INRIX for Licensee, provided that such storage and retention is subject to the other terms and conditions of this Agreement. Notwithstanding Section 6 of the Agreement, Licensee may copy, store, archive and create a data base of INRIX Data for the Permitted Use.

**4. RESTRICTIONS.** Except for INRIX® Roadway Analytics - Speed Archive, the INRIX Products with historical data licensed to Licensee include the period of time from the Effective Date to the end of the service term. INRIX® Roadway Analytics - Speed Archive is licensed to Licensee for the period of time from January 1, 2016 to present. The INRIX Products are licensed only for the following INRIX markets as available: State of Kentucky, United States, and other markets as agreed upon in writing by the parties. The INRIX Products will be delivered to Licensee in a manner mutually agreeable to the parties. Licensee will not (a) redistribute or transfer any of the INRIX Data in the form provided, (b) disclose any origin or destination points, or (c) identify behavior of a known individual for any reason. Presentation of the INRIX Data to third parties, if any, may only be in processed or aggregated form that makes it impossible for any individual trips, origins, or destinations to be identified. INRIX may, in its sole discretion, make feature, functionality, or formatting updates to INRIX Products or the INRIX Data. Licensee agrees that INRIX Products and any INRIX Data to be provided hereunder will include only that information that INRIX, in its sole discretion, collects and distributes in the ordinary course of its business from time to time.

**5. ADDITIONAL TERMS.**

a) Safe Working Conditions. INRIX 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. INRIX also agrees to notify Licensee in writing immediately upon detection of any unsafe and/or unhealthful working conditions at the job site. Subject to Section 14, INRIX agrees to indemnify, defend and hold Licensee harmless from all penalties, fines or other expenses arising out of the alleged violation of said laws.

b) Authority to do Business. INRIX confirms: (1) it is a duly organized and authorized to do business under the laws of Kentucky; (2) it is in good standing and have full legal capacity to provide the services specified under this Agreement; (3) it has all necessary right and lawful authority to enter into this Agreement for the full term hereof; and (4) proper corporate or other action has been duly taken authorizing INRIX to enter into this Agreement. Upon request, INRIX will provide Licensee with a copy of a corporate secretary certificate authorizing this action and confirming that INRIX is authorized to do business in the State of Kentucky.

c) Ability to Meet Obligations. INRIX affirmatively states that there are no actions, suits or proceedings of any kind pending against INRIX or, to the knowledge of the INRIX, threatened against INRIX 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 INRIX to perform its obligations under this Agreement, or which question the legality, validity or enforceability hereof or thereof.

d) Insurance. INRIX will comply with the requirements provided in the "INSURANCE REQUIREMENTS" section of RFP #25-2018 Travel Time Analytics Platform, which is hereby incorporated by reference, except that in lieu of the requirements in the sub-section entitled, "Right to Review, Audit, and Inspect," INRIX will provide a certificate of insurance on an ACORD form as satisfactory evidence of INRIX's compliance with the insurance requirements.



**EXHIBIT B- INRIX's Response to RFP #25-2018 Travel Time Analytics Platform (38 Pages)**

**EXHIBIT C-RFP #25-2018 Travel Time Analytics Platform (36 Pages)**