

Mar. 6. 2015 10:30AM

No. 2173 P. 1

3667961

Exhibit 1



LICENSE AGREEMENT

3-6-15 *ck*
"Effective Date": 2-25-15

This License Agreement (the "Agreement") is entered into on the Effective Date between the following parties:

	CLIENT	Infogroup
Full Company Name	Portland Bureau of Transportation	Infogroup Inc. and its affiliates ("Infogroup")
Principal Place of Business (address/city/state/zip)	1120 SW Fifth Ave Suite 800 Portland, OR 97204	1020 East 1 st Street Papillion, NE 68046
Main Business (billing) Telephone Number	503-823-5185	402-593-4500
Main Contact Name	Danielle Booth	Corey Rosenbaum
Main Contact Phone Number	503-823-7878	800-555-5211 Ext. 1275
Main Contact Fax Number		866-511-4691
Main Contact Email Address	danielle.booth@portlandoregon.gov	corey.rosenbaum@infogroup.com
Technical Contact Name		Same as Main Contact
Technical Contact Email Address		Same as Main Contact
Contact for Notice		Corporate Counsel
Address for Notice (address/city/state/zip)		1020 East 1 st Street Papillion, NE 68046
Fax Number for Notice		402-537-6197

Infogroup provides access to its database(s) through its reference website and research products. The data accessed via the reference website and research products shall be considered "Licensed Data" hereunder. The Licensed Data, reference website and research products are collectively the "Products". Client desires that Infogroup provide Client with access to the Products as set forth herein, on the terms and conditions described in this Agreement. Infogroup and Client agree as follows:

- Term:** The term of this Agreement shall begin on the Effective Date and shall extend for 1 year (the "Initial Term"), unless extended or earlier terminated in accordance with the Agreement. This Agreement shall automatically extend for additional periods of 1 year (a "Renewal Term") following the conclusion of the Initial Term and each Renewal Term, if any, thereafter, unless terminated prior to such extension. If either party does not want the Agreement to automatically extend at the conclusion of a term, then such party shall give the other party written notice to that effect not less than ninety (90) days before the expiration of the existing term.
- License and Use of the Products:** Infogroup grants Client a limited, non-exclusive, non-transferable license to use the Products for research and reference purposes in accordance with all applicable federal, state and local laws, statutes, rules, regulations and ordinances ("Laws"). Client and any users who are authorized under the terms of this Agreement ("Users") are expressly prohibited from (i) sublicensing or reselling the Products; (ii) using or allowing third parties to use the Products for the purpose of compiling, enhancing, verifying, supplementing, adding to or deleting from any mailing list, geographic or trade directories, business directories, classified directories, classified advertising, or other compilation of information which is sold, rented, published, furnished or in any manner provided to a third party; (iii) using the Products in any manner not specifically authorized in this Agreement or offering it through any third party; (iv) disassembling, decompiling, reverse engineering, modifying or otherwise altering the Products or any part thereof; or (v) printing, downloading, reproducing, copying or scraping data from the Products, except as permitted by the printing or downloading commands of the Products as specified on Schedule A. Client acknowledges that the Products may be accessed through linkage to the Infogroup's reference web site, and that all Users accessing the reference website do so subject to the terms and conditions stated therein. Infogroup reserves the right to modify the terms and conditions located on the reference website at any time.
- Networking, Multiple and/or Simultaneous User:** The Products cannot be loaded onto a server that reaches outside the walls of the immediate room or research facility of Client. If networking, multiple or simultaneous use is authorized on Schedule A, Client will pay additional fees for each additional User. If additional Users are added, Client will provide written notice to Infogroup and will pay Infogroup additional fees based on the number of additional Users within thirty (30) days.

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4. **Fees.** Client shall pay Vendor the non-refundable annual subscription fees ("Fees") listed in Schedule A attached hereto. For any Renewal Term, Client shall pay the Fees listed in Schedule A to Infogroup within thirty (30) days of the anniversary of the Effective Date of each Renewal Term. The Fees due for Renewal Terms are subject to change.

5. **Termination:** Either party may terminate the Agreement if the other party materially breaches any term or condition of the Agreement and fails to remedy such breach within thirty (30) days after written notice of such breach; or becomes subject to any receivership, insolvency, bankruptcy, moratorium or similar proceeding for more than thirty (30) days. Infogroup may immediately terminate this Agreement if Licensee causes or facilitates any unauthorized use or distribution of the Infogroup Data. Upon termination of this Agreement for any reason Licensee shall cease any and all use of the Products and ensure that all copies of the Products and any related data and information is deleted from its computers and, if applicable, returned to Infogroup no later than five (5) days after termination of this Agreement.

6. **Client Responsibilities:** Client agrees and warrants that it will use the Products in strict compliance with all applicable Laws and further acknowledges that it is Client's sole responsibility to determine the applicability of such Laws. Client shall indemnify, defend, and hold harmless Infogroup from and against any and all claims by any third party and all related losses, expenses, damages, costs and liabilities, including reasonable attorneys' fees and expenses incurred in investigation or defense, regardless of the theory of liability or the nature of the legal proceeding ("Damages"), to the extent such Damages arise out of or relate to the following (a) the use of the Products by or through Client; (b) the negligence or willful misconduct of Client or its representatives in the performance of Client's obligations under this Agreement; and (c) any claims related to use of the Products in violation of the terms of this Agreement or applicable Laws.

7. **Warranty; Limitation of Liability.** Neither Infogroup nor any of its information or service providers assures or warrants or assumes any liability for the correctness, comprehensiveness or completeness of any Product. The Products are provided on an "AS IS" basis. INFOGROUP MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, TO CLIENT OR TO ANY THIRD PARTY, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES REGARDING THE MERCHANTABILITY, SUITABILITY, QUALITY, FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE, OR RESULTS TO BE DERIVED FROM THE USE OF ANY LICENSED DATA, PRODUCTS, SOFTWARE OR OTHER MATERIALS PROVIDED UNDER THIS AGREEMENT.

NEITHER INFOGROUP NOR ITS SUPPLIERS SHALL BE LIABLE TO CLIENT OR TO ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, CONSEQUENTIAL OR PUNITIVE DAMAGES OR "COSTS OF COVER" (INCLUDING, WITHOUT LIMITATION, COSTS OF PROCURING SUBSTITUTE PRODUCTS) WHICH ARISE OUT OF THE PURCHASE, SALE AND/OR USE OF THE PRODUCTS, INCLUDING, WITHOUT LIMITATION, ANY OF SUCH DAMAGES ARISING OUT OF OR IN CONNECTION WITH MISTAKES, OMISSIONS, INTERRUPTIONS, DELAYS, ERRORS, DEFECTS, LOSS OF DATA, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATORY PROFITS, WHETHER SUCH DAMAGES ARE ASSERTED IN AN ACTION BROUGHT IN CONTRACT, IN TORT OR PURSUANT TO SOME OTHER THEORY AND WHETHER THE POSSIBILITY OF SUCH DAMAGES WAS MADE KNOWN OR WAS FORESEEABLE. Client further acknowledges that Infogroup's maximum aggregate liability to Client under any legal theory (including negligence) for damages arising directly or indirectly out of the licenses granted herein and/or use of the Products will not in any event exceed an amount equal to the Fees actually paid by Client for the affected Product for the twelve (12)-month period immediately preceding the claim.

8. **Governing Law.** The validity and effect of this Agreement shall be governed by and construed in accordance with the laws of the State of Nebraska without regard to its conflict of laws rules. All legal proceedings relating to the subject matter of this Agreement shall be maintained in the state or federal courts sitting in Douglas County, Nebraska and each party agrees that jurisdiction and venue for any such legal proceedings shall lie exclusively with such courts. Notwithstanding the foregoing, Infogroup acknowledges that governmental entities are governed by the laws of the state in which they are organized. As such Infogroup waives enforcement of the portion of this Agreement which requires the use of Nebraska law and Nebraska courts, where Client is a governmental entity.

9. **Intellectual Property Rights.** Infogroup shall be the sole and exclusive owner of all right, title and interest in and to the Products. Except for the limited license granted to Client hereunder, nothing in this Agreement shall be deemed to grant license rights, ownership rights or any other intellectual property rights in any materials owned by Infogroup.

10. **Assignment and Binding Effect.** Client may not assign this Agreement without prior written consent of Infogroup. This Agreement shall be binding upon and shall benefit the parties and their respective successors and permitted assigns.

11. **Non-Solicitation.** During the term of this Agreement and for twelve (12) months thereafter Vendor and Client shall not directly or indirectly solicit for employment any person employed then or within the preceding twelve (12) months by the other party, without the other party's consent in writing. The foregoing prohibition does not include general public solicitations for employment.

12. **Notices.** Any notices to be given hereunder to any other party, including any notice of a change of address, shall be in writing and shall be deemed validly given if (a) delivered personally; (b) sent by overnight or second day express delivery service; (c) sent by registered or certified mail, postage prepaid, return receipt requested; or (d) sent by confirmed facsimile transmission, and addressed to such party at the address or facsimile number indicated for such party on the first page of this Agreement or at such other address as a party may indicate in a written notice to the other party.

13. **General.** No amendment of this Agreement shall be valid unless it is in writing and signed by both parties. No waiver of any provision of this Agreement shall be valid unless it is in writing and signed by the party making the waiver. Any waiver of a breach or observance of any provision of this Agreement shall not be construed as a waiver of any subsequent breach. The provisions of Sections 3, 6, 7, 8, 9 and 11 shall survive any expiration or termination of this Agreement. If any provision of this Agreement shall be determined by any court of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability shall not affect the remainder of this Agreement, which shall be construed as if such invalid or unenforceable provision had never been a part of this Agreement but in a manner so as to carry out as nearly as possible the parties' original intent.

14. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties regarding the subject matter hereof and supersedes any prior agreements between the parties regarding such subject matter.

IN WITNESS WHEREOF, the parties' duly authorized representatives have executed this Agreement on the Effective Date.

Portland Bureau of Transportation, CLIENT

Signature: *Danielle Booth*

Name: Danielle Booth

Title: TDM A - PBOT

Date: 3/6/15

Infogroup, VENDOR

Signature: *Steve Laird*

Name: STEVE LAIRD

Title: PRESIDENT

Date: 3.6.2015

**SCHEDULE A
AUTHORIZED USE & SPECIAL TERMS**

ACCOUNT/BILLING PHONE NUMBER: 503-823-5185

CLIENT NAME: Portland Bureau of Transportation

INITIAL TERM: 1 year beginning on 3-6-15 and expiring on 3-5-16 *OK*

Client agrees to purchase the Products selected below during the Initial Term of the Agreement. In consideration for the Products Client shall pay Infogroup an annual Fee of \$3,995 within thirty (30) days of the Effective Date.

The Fees due for Renewal Terms are subject to change. If the Fees for a Renewal Term will change from the Initial Term or a previous Renewal Term (if applicable) Infogroup will provide Client with notice of such change.

Purchase Order Number (where applicable):

Authorized Use: Subject to the terms and conditions of the Agreement, Client's subscription includes access to the following Products:

	Products	Stand Alone	Network to workstations within the main location	Network to additional sites	Remote Access*
<input checked="" type="checkbox"/>	ReferenceUSA™ - US Businesses	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	ReferenceUSA™ - US Standard White Pages	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	ReferenceUSA™ - US Health Care Providers	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	ReferenceUSA™ - Canadian Businesses	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	ReferenceUSA™ - Canadian White Pages	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	ReferenceUSA™ - New Businesses	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	ReferenceUSA™ - New Movers/ New Homeowners	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	ReferenceUSA™ - US Consumers/Lifestyles	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	ReferenceUSA™ - Historical Module	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	ReferenceUSA™ - Data Visualization	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	Government PowerFinder™	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Number of Prints/Downloads for Internal Access					
Number of Prints/Downloads for Remote Access					
Number of Authorized Users					

Technical support and staff training (on-site or via conference call) are included in Client's subscription and are available upon Client's request. Pricing is based on usage.

Account Access Description & Special Terms (if applicable):

- ☐ Infogroup does have your tax-exempt certificate on file; thus, no taxes will apply.
- ☐ If Client is tax exempt, please fax tax exempt certificate to 866-511-4691.



Exhibit 2

RENEWAL TO LICENSE AGREEMENT

Effective Date of Agreement ("Effective Date"): 3-6-15

Effective Date of Renewal ("Renewal Effective Date"): 2-12-18 to 2-12-19

	CLIENT	Infogroup
Full Company Name	Portland Bureau of Transportation	Infogroup Inc. and its affiliates ("Infogroup")
Principal Place of Business (address/city/state/zip)	1001 SW 5 th Ave, Ste 500	1020 East 1 st Street Papillion, NE 68046
Main Business (billing) Telephone Number	503-823-7878	402-593-4500
Main Contact Name	Renata Frantum	Kam Draper
Main Contact Phone Number	503-823-5834	800-555-5211 Ext. 61348
Main Contact Fax Number		866-511-4691
Main Contact Email Address	renata.frantum@portlandoregon.gov	kam.draper@infogroup.com
Technical Contact Name		Same as Main Contact
Technical Contact Email Address		Same as Main Contact
Contact for Notice		Corporate Counsel
Address for Notice (address/city/state/zip)		1020 East 1 st Street Papillion, NE 68046
Fax Number for Notice		402-537-6197

This "Renewal" is entered into as of Renewal Effective Date by and between the parties listed above in accordance with the terms of the License Agreement dated as of the Effective Date listed above (the "Agreement").

The parties agree to renew the Agreement, as follows:

1. Unless otherwise set forth herein, all defined terms shall have the meanings ascribed to them in the Agreement.
2. **Renewal Term:** The term of this Renewal is for 1 year beginning on the Renewal Effective Date ("Renewal Term"). Thereafter the Agreement shall automatically extend for additional periods of 1 year (each a "Renewal Term") pursuant to the Agreement unless terminated prior to such extension. If either party does not want the Agreement to automatically extend at the conclusion of a term, then such party shall give the other party written notice to that effect not less than ninety (90) days before the expiration of the existing term.
3. **Fees:** Client agrees to purchase the Products selected below during this Renewal Term. In consideration for the Products Client shall pay Infogroup an annual Fee of \$15,000 ("Renewal Fee") commencing upon the Renewal Effective Date and payable within thirty (30) days. For any subsequent Renewal Term, Client shall pay to Infogroup an annual Renewal Fee commencing upon the effective date of that Renewal Term, payable within thirty (30) days. The Fees due for Renewal Terms are subject to change. If the Fees for a Renewal Term will change from the Initial Term, or a previous Renewal Term (if applicable), Infogroup will provide Client with notice of such change.

Purchase Order Number (where applicable):

4. **Client Obligations.** With Client's access to the licensed Products, Client acknowledges and agrees that Infogroup may, during the term of this Renewal and for a period of two (2) years following the termination of this Renewal, audit Client for the sole purpose of examining and verifying that Client has complied with the terms of this Renewal and the Agreement with respect to Client's use of the licensed Product and its obligations upon termination. Client shall in a timely manner, fully cooperate with Infogroup and provide assistance as reasonably requested in connection with any such audit(s) by making access available to Client's books and records and any systems that load, store, process, and/or read licensed Products as reasonably necessary for Infogroup to verify that Client has complied with the terms of the Agreement and this Renewal. Any such audit(s) may be performed by Infogroup or its agent; shall occur only during normal business hours; and shall in each instance be preceded by at least three (3) business days' advance written notice. Infogroup will be solely responsible for its costs and expenses of such audit; provided, however, Client will pay the reasonable costs and expenses of such audit and any applicable charges if the audit reveals that Client has not complied with this Renewal or the Agreement.

5. **Authorized Use:** Subject to the terms and conditions of the Agreement, Client's subscription includes access to the following Products:

Products	Stand Alone	Network to workstations within the main location	Network to additional sites	Remote Access*
<input checked="" type="checkbox"/> ReferenceUSA TM - US Businesses	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> ReferenceUSA TM - US Standard White Pages	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> ReferenceUSA TM - US Health Care Providers	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

<input type="checkbox"/>	ReferenceUSA™ - Canadian Businesses	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	ReferenceUSA™ - Canadian White Pages	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	ReferenceUSA™ - New Businesses	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	ReferenceUSA™ - New Movers/ New Homeowners	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	ReferenceUSA™ - US Consumer/Lifestyles	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	ReferenceUSA™ - Historical Data	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	ReferenceUSA™ - Data Visualization	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	ReferenceUSA™ - US Jobs	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	Government PowerFinder™	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Number of Prints/Downloads for Internal Access		500			
Number of Prints/Downloads for Remote Access					
Number of Authorized Users		21			

Technical support and staff training (on-site or via conference call) are included in Client's subscription and are available upon Client's request. Pricing is based on usage.

Account Access Description & Special Terms (if applicable):

Price above is for 21 users. Additional users are determined by usage. 500 Searches or 7,500 Downloads per year equals one additional user. Additional users are \$ 715 per year.

6. Except as set forth in this Renewal, the Agreement shall remain unchanged and in full force and effect.

IN WITNESS HEREOF, the parties' duly authorized representatives have executed this Agreement on the Effective Date.

Portland Bureau of Transportation, CLIENT

BY: 

Name: RENATA FRANTUM

Title: TRANSPORTATION DEMAND MGMT SPECIALIST

Date: 03/01/2018

Infogroup Inc., VENDOR

BY: 

Name: STEVE LAIRD

Title: PRESIDENT

Date: 3.1.2018



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www.infogroup.com

Exhibit 3

INVOICE

Page 1 of 1

189062

INVOICE #	DATE	PURCHASE ORDER
10003303803	12- FEB- 18	

BILL TO:

ATTN: RENATA FRANTUM
PORTLAND TRAFFIC MGMT BUREAU
1001 SW 5TH AVE STE 400
PORTLAND OR 97204

SHIP TO:

ATTN: RENATA FRANTUM
PORTLAND TRAFFIC MGMT BUREAU
1001 SW 5TH AVE STE 400
PORTLAND OR 97204

CUSTOMER #	DIVISION	SALES ORDER	SHIP VIA	
407312	023000	7180449TNK00101	SHIPPING NOT APPLICABLE	
DESCRIPTION		UNIT PRICE	QUANTITY	AMOUNT
REFERENCE USA PACKAGE INFOGROUP LICENSE AGREEMENT 12- Feb- 2018 - 11- Feb- 2019			0	
REFERENCE US BUSINESS			1	
REFERENCE US NEW BUSINESS			1	
REFERENCE US NEW MOVERS / HOMEOWNERS			1	
REFERENCE US NEW MOVERS / HOMEOWNERS			1	
REFERENCE US CONSUMER			1	
REFERENCEUSA - DATA VISUALIZATION			1	
SALES REP: KAM DRAPER		TERMS: UPON RECEIPT		SUBTOTAL 15,000.00
Special Instructions:		TAX Federal ID # 47- 0794710		0.00
		ADJUSTMENTS		0.00
		PAYMENTS		- 0.00
		BALANCE DUE		15,000.00 USD

For Billing Inquiries/Contact Changes Phone: 866- 872- 0053 Fax: 402- 836- 3951 Email: arhelp@infogroup.com

This invoice is subject to, and you agree to be bound by, the Terms and Conditions found online at <http://www.infousa.com/terms-conditions/> (the Terms and Conditions). If you are unable to access the Terms and Conditions online, please contact your sales representative for a copy.

In the event a fully executed agreement exists between you and Infogroup Inc (or any of its affiliates) for the products and/or services, which are the subjects of this Invoice, this Invoice shall be governed solely by the terms and conditions of that agreement and the Terms and Conditions shall not be applicable to this transaction.

Remittance Form: Please return this portion with your payment to ensure proper posting to your account. If you have any questions regarding this invoice, contact Accounts Receivable at 866- 872- 0053. Thank you.

CUSTOMER NAME	CUSTOMER #	INVOICE #	BALANCE DUE	AMOUNT PAID
PORTLAND TRAFFIC MGMT BUREAU	407312	10003303803	15,000.00 USD	

ATTN: RENATA FRANTUM
PORTLAND TRAFFIC MGMT BUREAU
1001 SW 5TH AVE STE 400
PORTLAND OR 97204

Please make checks payable and remit to:

INFOGROUP
LIBRARY DIVISION
PO BOX 957742
ST. LOUIS MO 63195- 7742

000010003303803300015000008