

**INTERGOVERNMENTAL AGREEMENT  
INRIX Data Transfer**

THIS AGREEMENT is made and entered into by and between the STATE OF OREGON, acting by and through its Department of Transportation, hereinafter referred to as "State," and the cities, counties or Metropolitan Planning Organizations signing on to this Agreement, hereinafter referred to as "Agencies," collectively referred to the "Parties."

**RECITALS**

1. By the authority granted in Oregon Revised Statute (ORS) 190.110, state agencies may enter into agreements with units of local government for the performance of any or all functions and activities that a Party to the agreement, its officers, or agents have the authority to perform.
2. The Parties agree that sharing the INRIX data is both to their mutual benefit and to the general public's benefit and promotes cost-effective and efficient use of public resources.

**DEFINITIONS**

**INRIX:** is a traffic services company providing historical and real-time traffic information to businesses and individuals in the United States and Europe.

**INRIX Data:** is "INRIX® Historical Traffic Flow" historical average speeds by hour of day and day of week in up to fifteen (15) minute increments for virtually all Functional Class 1-2 roads in a defined geography, as well as some Functional Class 3-4 and higher roadways. Data files to be delivered shall be "Full HTF TMC 672 Stats". The statistics are based on input data for the 2008, 2009, and 2010 calendar years only, aggregated separately, leveraging the INRIX "Smart Dust Network" and are reported at the TMC level. The INRIX Data to be delivered will have no updates.

**Tele Atlas' Traffic Message Channel (TMC) Codes Shapefile:** is data provided through INRIX that connects INRIX data with geographic links.

**NOW THEREFORE,** the premises being in general as stated in the foregoing Recitals, it is agreed by and between the Parties hereto as follows:

**TERMS OF AGREEMENT**

1. Under such authority, State and Agencies agree to partner to share in the use of the Traffic Data Licensing Agreement executed between State and INRIX for certain proprietary, traffic-related data, as listed in Exhibit A, attached hereto and by this reference made a part hereof.
2. State is solely responsible for costs associated with the Traffic Data Licensing Agreement related to INRIX data only. Agencies shall not be liable for any expenditures under this Agreement.

3. This Agreement will supersede and replace Agreement No. 28011. Agreement No. 28011 will terminate upon execution of this Agreement.
4. This term of this Agreement shall begin upon the on the signature by State and the first Party to execute this Agreement and shall terminate September 30, 2013. The Agreement may be extended or modified by mutual consent of the Parties upon execution of amendments to this Agreement stating said modifications.
5. The Agencies agree to the conditions set forth in Exhibit A.

#### **AGENCIES OBLIGATIONS**

1. Agencies shall follow the INRIX license agreement, as listed in Exhibit A.
2. Agencies shall not distribute the INRIX data to any other organizations without prior written approval from State.
3. Agencies shall not be liable for any expenditures under this Agreement.
4. Each Agency certifies and represents that the individual(s) signing this Agreement has been authorized to enter into and execute this Agreement on behalf of the individual Agency, under the direction or approval of its governing body, commission, board, officers, members or representatives, and to legally bind the individual Agency.
5. The Agencies Project Manager for this Project is will be listed on the INRIX Data Transfer Agreement Signature Page, or assigned designee upon individual's absence. Agencies shall notify State in writing of any contact information changes during the term of this Agreement.

#### **STATE OBLIGATIONS**

1. State's responsibilities shall include coordination with Agencies regarding their efforts to administer the INRIX data described in Exhibit A. Coordination is expected to include periodic contact with Agencies by phone or e-mail and State participation in meetings with Agencies and others as necessary or requested by Agencies.
2. State certifies, at the time this Agreement is executed, that sufficient funds are available and authorized for expenditure to finance costs of this Agreement within State's current appropriation or limitation of the current biennial budget.
3. State's Project Manager for this Project is Sarah Abbott, Assistant Planner, 123 NW Flanders Street, Portland, Oregon, 97209, (503) 731-8445, Sarah.ABBOTT@odot.state.or.us, or assigned designee upon individual's absence. State shall notify the other Parties in writing of any contact information changes during the term of this Agreement.

## GENERAL PROVISIONS

1. Any Party may terminate its participation by providing at least thirty (30) days written notice to the other Parties.
2. This Agreement may be terminated by mutual consent of all current Parties upon thirty (30) days' notice, in writing and delivered by certified mail or in person.
3. State may terminate this Agreement effective upon delivery of written notice to Agencies, or at such later date as may be established by State, under any of the following conditions:
  - a. If Agencies fail to perform any of the other provisions of this Agreement, including Exhibit A, in accordance with its terms, and after receipt of written notice from State fails to correct such failures within ten (10) days or such longer period as State may authorize.
  - b. If State fails to receive funding, appropriations, limitations or other expenditure authority sufficient to allow State, in the exercise of its reasonable administrative discretion, to continue to make payments for performance of this Agreement.
  - c. If federal or state laws, regulations or guidelines are modified or interpreted in such a way that either the work under this Agreement is prohibited or State is prohibited from paying for such work from the planned funding source.
4. Any termination of this Agreement shall not prejudice any rights or obligations accrued to the Parties prior to termination.
5. The Parties agree to share data, findings, reports and information as a result of the INRIX data with each other.
6. If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against State or any other Party or Parties with respect to which the other Party may have liability, the notified Party must promptly notify the other Party in writing of the Third Party Claim and deliver to the other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Each Party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by a Party of the notice and copies required in this paragraph and meaningful opportunity for the Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to that Party's liability with respect to the Third Party Claim.
7. With respect to a Third Party Claim for which State is jointly liable with any other Party or Parties (or would be if joined in the Third Party Claim), State shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by the Party or Parties in

such proportion as is appropriate to reflect the relative fault of State on the one hand and of the Party or Parties on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of State on the one hand and of the Party or Parties on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. State's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if State had sole liability in the proceeding.

8. With respect to a Third Party Claim for which any other Party or Parties is jointly liable with State (or would be if joined in the Third Party Claim), the Party or Parties shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by State in such proportion as is appropriate to reflect the relative fault of the Party or Parties on the one hand and of State on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of the Party or Parties on the one hand and of State on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. The Party or Parties contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if it had sole liability in the proceeding.
9. The Parties shall attempt in good faith to resolve any dispute arising out of this Agreement. In addition, the Parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation.
10. The Parties acknowledge and agree that the Oregon Secretary of State's Office, the federal government, and their duly authorized representatives shall have access to the books, documents, papers, and records of the Parties which are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts, and transcripts for a period of six (6) years after final payment. Copies of applicable records will be made available upon request. Payment for costs of copies is reimbursable by the requesting Party.
11. The Parties shall comply with all federal, state, and local laws, regulations, executive orders and ordinances applicable to the work under this Agreement, including, without limitation, the provisions of ORS 279B.220, 279B.225, 279B.230, 279B.235 and 279B.270 incorporated herein by reference and made a part hereof; Without limiting the generality of the foregoing, the Parties expressly agree to comply with (i) Title VI of Civil Rights Act of 1964; (ii) Title V and Section 504 of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 and ORS 659A.142; (iv) all regulations and administrative rules established pursuant to the foregoing laws; and (v) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.

Agencies/State  
Agreement No. 28134

12. All employers, including the Parties, that employ subject workers who work under this Agreement in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage unless such employers are exempt under ORS 656.126. Employers' Liability insurance with coverage limits of not less than \$500,000 must be included. The Parties shall ensure that each of its subcontractors complies with these requirements.
13. This Agreement may be executed in several counterparts (facsimile or otherwise) all of which when taken together shall constitute one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of this Agreement so executed shall constitute an original.
14. This Agreement and attached exhibits constitute the entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification or change of terms of this Agreement shall bind either Party unless in writing and signed by both Parties, and all necessary approvals have been obtained. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of State to enforce any provision of this Agreement shall not constitute a waiver by State of that or any other provision.

**THE PARTIES**, by execution of this Agreement, hereby acknowledge that their signing representatives have read this Agreement, understand it, and agree to be bound by its terms and conditions.

**State Contact:**

Sarah Abbott, Assistant Planner  
ODOT – Region 1  
123 NW Flanders Street  
Portland, OR 97209  
503-731-8445  
Sarah.ABBOTT@odot.state.or.us

**STATE OF OREGON**, by and through  
its Department of Transportation

By [Signature]  
State Highway Maintenance and  
Operations Engineer

Date 10/4/11

**APPROVED AS TO FORM AND AS AN  
AGREEMENT TO AGREE**

By [Signature]  
Assistant Attorney General

Date 10/3/11

**INRIX Data Transfer Agreement Signature Page**

IN THE WITNESS WHEREOF, the Public Entity City of Portland  
(Agency) has caused THIS AGREEMENT to be executed by its duly authorized  
representatives as the date of their signatures below:

Signature of Officer	Date	Officer's title
Signature of Officer <i>James H. Van Dyke</i>	Date <i>2/23/2012</i>	Officer's title <i>City Attorney</i>
Signature of Counsel	Date	Counsel's title

Name and title  
of the Contact

Representative: Peter Koonce, SSL Division Manager

Address: PBOT, City of Portland

1120 SW 5th Ave., Rm. 800; Portland, OR 97204

Phone: 503-823-5382

Fax: 503-823-2026

E-mail: peter.koonce@portlandoregon.gov

Send the **PDF INRIX Data Transfer Agreement Signature Page** (this page) to: Sarah Abbott, Assistant Planner, ODOT Region 1, 123 NW Flanders St., Portland, OR 97209, 503-731-8445, Sarah.ABBOTT@odot.state.or.us.

Send the **PDF INRIX Data Transfer Agreement Signature Page** (this page) to: 

Peter Koonce, SSL Division Manager  
PBOT, City of Portland

1120 SW 5th Ave., Rm. 800; Portland, OR 97204  
503-823-5382, peter.koonce@portlandoregon.gov

EXHIBIT A

**Traffic Data Licensing Agreement  
Oregon State DOT**

This INRIX® Traffic Data Licensing Agreement (this "Agreement") is effective as of June 22, 2011 (the "Effective Date"), and is between **INRIX, INC.**, a Delaware USA corporation ("INRIX"), and the State of Oregon, acting by and through its Department of Transportation, a public agency ("Licensee"). INRIX and Licensee are individually referred to as a "party", and collectively as the "parties".

**1. BUSINESS AND TECHNICAL CONTACTS**

INRIX Business Contact	INRIX Technical Contact
Ted Trepanier Executive Director, Public Sector INRIX, Inc. 10210 NE Points Drive, Suite 300 Kirkland, WA 98033 USA ted@inrix.com Phone: (+1) 425.284.3811 Fax: (+1) 425.284.3879	INRIX Support INRIX, Inc. 10210 NE Points Drive, Suite 300 Kirkland, WA 98033 USA support@inrix.com Phone: (+1) 425.284.3870 Fax: (+1) 425.284.3879
Licensee Business Contact	Licensee Technical Contact
Andrew Johnson Major Projects Manager Oregon Department of Transportation 123 NW Flanders St Portland, OR 97209-4012 Andrew.Johnson@odot.state.or.us Phone: 503-731-8356 Fax: 503-731-8259	Galen McGill ITS Manager Oregon Department of Transportation 800 Airport Rd SE Salem, OR 97301-4798 Galen.E.McGill@ODOT.state.or.us Phone: 503-986-4486 Fax: 503-986-3055

**2. SCOPE OF SERVICES.** Subject to the provisions of this Agreement, INRIX agrees to license to Licensee, on a non-exclusive and limited basis, certain proprietary, traffic-related data expressly set forth in Exhibit A solely for the permitted use(s) and market(s) expressly set forth in that exhibit. Such license will be in exchange for the compensation expressly set forth in Exhibit B, and other commitments in this Agreement.

**3. TERM.** This Agreement will begin on the Effective Date and continue for a **ONE (1) year** initial term (the "Initial Term"), subject to the provisions of this Agreement. This Agreement will automatically renew for ONE (1) or more additional terms of ONE (1) year each (each a "Renewal Term"), unless either party gives notice to the other at least **NINETY (90) days** before the end of the then-current term that it is terminating this Agreement at the end of such term, in which event this Agreement will terminate at the end of the then-current term. The Initial Term and all Renewal Terms, if any, are collectively referred to as the "Term" of this Agreement.

**4. MISCELLANEOUS.** This Agreement, comprised of this signed document and the attached Exhibit A - Licensed Data & Permitted Uses, Exhibit B - Fees, and Exhibit C - Licensing Standard Terms, 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. FAXED OR PDF SIGNATURES, AND FAXED OR PDF COPIES WITH SIGNATURES, WILL BE DEEMED TO BE ORIGINALS FOR ALL PURPOSES. IF THIS DOCUMENT IS SIGNED FIRST BY INRIX, LICENSEE WILL HAVE FIVE (5) BUSINESS DAYS FROM THE DATE OF INRIX'S SIGNATURE BELOW IN WHICH TO RETURN A SIGNED PDF VERSION OF THIS DOCUMENT TO INRIX VIA EMAIL, OR THIS DOCUMENT WILL BE DEEMED INVALID AND OF NO BINDING EFFECT.

**LICENSEE: Oregon State DOT**

Name: Galen McGill  
Title: ITS Manager  
Date: 6/22/11

**INRIX, INC.**

Name: Bryan P. Miste  
Title: President & CEO  
Date: 6/22/11

*All pages initialed  
by Terry Fortner for INRIX*

EXHIBIT A

**EXHIBIT A - LICENSED DATA & PERMITTED USES**

**1. LICENSED DATA**

INRIX will make available to Licensee, during the Term of this Agreement only and without any updates, the data services of INRIX defined in this Section 1 below from the markets expressly specified below (the "INRIX Data") SOLELY for the permitted use(s) and market(s) expressly set forth in Section 2 below:

"INRIX® Historical Traffic Flow" is INRIX's historical average speeds by hour of day and day of week in up to FIFTEEN (15) minute increments for virtually all Functional Class 1-2 roads in a defined geography, as well as some Functional Class 3-4 and higher roadways. Data files to be delivered shall be "Full HTF TMC 672 Stats", and GIS shapefiles to map TMC links. The statistics are based on input data for the 2008, 2009, and 2010 calendar years only, aggregated separately, leveraging the INRIX "Smart Dust Network" and are reported at the TMC level. The INRIX Data to be delivered hereunder is a one-time delivery of data, without any updates.

\*Designated Market Area is all the available road coverage in the state of Oregon and Clark County, Washington.

**2. PERMITTED USE**

Licensee, and all public agencies within the State of Oregon, shall have the right to use the INRIX Data provided under this Agreement only for governmental transportation planning and operational analyses, service and data quality validation analyses, and all other internal governmental organization applications. This includes the right to archive the INRIX Data and use it for internal governmental organization purposes for an unlimited period of time in the future, but excludes the right to sell or otherwise transfer any of the INRIX Data either (a) to other public/governmental entities which are not a jurisdiction within the State of Oregon, or (b) to any private entities for purposes not directly under contract with defined public agencies. Under no circumstances shall Licensee or any permitted users charge any fees whatsoever in relation to the use of any INRIX Data, or otherwise use the INRIX Data for commercial purposes. Licensee shall ensure all agencies and contractors thereof adhere to these Permitted Use terms.

The INRIX Data will, even as part of the Licensee's Product, always be kept separately identifiable and distinct from all other data (whether of Licensee or any third party). Under no circumstances will any of the INRIX Data be combined or merged with any other competitor of INRIX (directly or indirectly) in any way. Licensee does have the right to combine and/or merge its own data with INRIX Data for internal purposes only. No other redistribution or derivative uses of any of the INRIX Data will be made by Licensee, without the express written consent of INRIX.

INRIX will provide a limited use dataset comprised of Tele Atlas' Traffic Message Channel (TMC) Codes and associated street network geometry for the purpose of receiving the INRIX Data. TMC Code attributes shall not be used with a Tele Atlas competitor's map, or a previous release of the Tele Atlas map. A Tele Atlas competitor shall be considered any company engaged in the business of developing, marketing or supporting a nationwide digital map database, including, but not limited to Navteq, Google, Automotive Navigation Data (AND), and OpenStreetMap. TMC Codes shall only be used with INRIX's traffic information products hereunder.

- END OF EXHIBIT A -



**EXHIBIT A**

**EXHIBIT B - FEES**

**1. ANNUAL FEE**

Licensee will pay to INRIX a one-time set fee of **\$46,000** for 2010 data set, **\$36,800** for the 2009 data set, and **\$34,500** for the 2008 data set, as described in Exhibit A, for a maximum contract amount of \$117,300. Licensee may make payment directly to INRIX, or via a third-party consultant. The Licensee may procure datasets for subsequent years at a set fee of **\$46,000** for each calendar year, following execution of an appropriate amendment that has all approvals required by Oregon law. Upon INRIX's delivery of the data sets, INRIX will invoice Licensee for the respective fee with payment payable within thirty (30) days of invoice date.

**2. FINANCE CONTACTS**

To help ensure smooth post-signing administrative communications at the finance level, and to properly effectuate the financial provisions of this Agreement, the parties agree to contact the following persons for routine finance correspondence that does not constitute a formal "notice" (which "notice" will be sent to the applicable "Business Contact" on page 1 above):

INRIX Finance Contact	Licensee Finance Contact
Amanda Greenfield Controller INRIX, Inc. 10210 NE Points Drive, Suite 300 Kirkland, WA 98033 USA accounts@inrix.com Phone: (+1) 425.284.3854 Fax: (+1) 425.284.3879	Leann Linson Business Operations Manager Oregon Department of Transportation 123 NW Flanders St Portland, OR 97209-4012 Leann.Linson@ODOT.state.or.us Phone: 503-731-8250 Fax: 503-731-8259

- END OF EXHIBIT B -

EXHIBIT A

EXHIBIT C - LICENSING STANDARD TERMS

1. DATA LICENSE

1.1 License Rights. INRIX hereby grants Licensee, a non-exclusive, non-assignable, non-transferable (except as expressly provided in Section 8.2 below), non-sublicensable (except as provided in the "Permitted Use" section of Exhibit A), restricted and revocable license to use the INRIX Data solely for the permitted use and within the permitted territory expressly set forth in Exhibit A.

1.2 No Other Rights Conveyed. All title and intellectual property rights in and to the 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 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 Data. 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 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 Data, related documentation, derivations therefrom or compilations or collective works thereof and all related technical know-how and all rights therein, including 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. Licensee will not modify the INRIX Data or any portion thereof. If the INRIX Data or any portion are 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 of all such INRIX Data, and all such portions.

2. USE OF INRIX DATA

2.1 Sublicensing and End User Terms. If Licensee is expressly permitted in Exhibit A to sublicense any portion of the INRIX Data in Licensee's products to third parties, Licensee will ensure that each such sublicense or distribution is subject to all the terms and limitations of this Agreement applicable to Licensee. Licensee will also ensure that all its permitted sublicensees, if any (or distributees of Licensee's Product, if any), and all permitted End Users of Licensee or any permitted sublicensees or distributees, release INRIX and the INRIX Suppliers from any and all liability, and from all damages of whatever nature, in relation to the use, operation, content, availability or sublicense of the INRIX Data or any part thereof. All such releases will be in writing, and INRIX and the INRIX Suppliers will be third-party beneficiaries, with rights to proceed directly against such sublicensees, distributees and End Users. Licensee will also ensure that all permitted End Users expressly agree that their use of or access to any of the INRIX Data is subject to end user license terms which include such releases, and such other terms and conditions as are customary in Licensee's industry.

2.2 General Restrictions. Licensee will not use the 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; or (c) 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.

2.3 Availability. Notwithstanding anything to the contrary contained in this Agreement, Licensee agrees that the INRIX Data 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. 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 Data ceases to provide that data, or to perform on INRIX's behalf, for any reason.

3. PAYMENT

3.1 Fees. Licensee will pay to INRIX all the fees set forth in Exhibit B, within the time frames therein required. All monthly or annual fees are per month or year or part thereof. Fees due 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 use of the INRIX Data hereunder, or which INRIX is permitted or required to collect from Licensee. All payments will be made in full, without any prorating, deduction, withholding, setoff or refund of any kind unless required by federal or state law. Time is of the essence with respect to payments hereunder, and late payments will be assessed an interest charge at a rate of two-thirds of one percent per month (8% per annum) for balances that remain unpaid forty-five (45) days following invoice date, in accordance with ORS 293.462 (the "Interest Charge"). INRIX, in its sole discretion, may terminate this Agreement or suspend Licensee's access to INRIX Data, if Licensee fails to deliver a payment in accordance with this Agreement within THIRTY (30) days after the end of each calendar month.

4. TERMINATION AND EXPIRATION

4.1 Termination Rights. 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 competitor of INRIX, in INRIX's reasonable determination, 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.

EXHIBIT A

4.2 **Termination.** Upon termination of this Agreement: (a) all rights granted by INRIX under this Agreement will immediately terminate, and INRIX's obligations to provide INRIX Data hereunder will immediately cease (without refunds of any kind); (b) Licensee will immediately cease to use any INRIX Data in any manner whatsoever; (c) Licensee will purge all INRIX Data from all of its on-line and off-line storage media; (d) Licensee will not use for any purpose thereafter any information included in or derived from the INRIX Data; and (e) 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. Licensee's compliance with this paragraph is subject to Licensee's compliance with the Oregon Public Records Law. 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.

4.3 **Termination by Licensee.** Licensee may terminate this Agreement upon THIRTY (30) days' prior written notice to INRIX for any reason, or no reason. Licensee may terminate this Agreement upon written notice if Licensee fails to receive funding, appropriations, limitations or other expenditure authority at levels sufficient to pay any obligations under this Agreement. Licensee may terminate this Agreement if Federal or state laws, regulations, or guidelines are modified or interpreted in such a way that the performance of this Agreement is prohibited or Licensee is prohibited from paying for its obligations from the planned funding source.

5. **LIMITATIONS OF LIABILITY AND DISCLAIMER**

5.1 **DAMAGE LIMITATION.** NEITHER PARTY NOR ITS DIRECT OR INDIRECT SUPPLIERS WILL, UNDER ANY CIRCUMSTANCES, BE LIABLE TO THE OTHER OR ITS CUSTOMERS 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 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.

5.2 **LIABILITY LIMIT.** THE INRIX SUPPLIERS WILL HAVE NO LIABILITY FOR ANY DAMAGES WHATSOEVER IN RELATION TO THIS AGREEMENT. UNDER NO CIRCUMSTANCES WILL INRIX'S 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 DURING THE 12-MONTH PERIOD PRIOR TO THE DATE ON WHICH THE CLAIM AROSE. THIS LIMITATION WILL APPLY EVEN IF ANY REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

5.3 **DISCLAIMER OF WARRANTIES.** 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 DATA IS 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 DATA WILL OPERATE PROPERLY AS INTEGRATED WITH LICENSEE'S PRODUCTS. LICENSEE MAY NOT MAKE OR PASS ON ANY REPRESENTATION, WARRANTY, COMMITMENT OR OBLIGATION FROM INRIX OR THE INRIX SUPPLIERS TO ANY THIRD PARTY.

5.4 **RISK ALLOCATION.** EACH PROVISION OF THIS AGREEMENT, INCLUDING THOSE THAT PROVIDE FOR A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTIES, OR EXCLUSION OF DAMAGES IS TO ALLOCATE THE RISKS OF THIS AGREEMENT BETWEEN THE PARTIES. THIS ALLOCATION IS REFLECTED IN THE PRICING OFFERED BY INRIX TO LICENSEE AND IS AN ESSENTIAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN THE PARTIES, AND AN ESSENTIAL CONDITION OF THIS AGREEMENT.

6. **INRIX INDEMNIFICATION**

6.1 **Defense of Claims.** INRIX will defend Licensee from any actual or threatened third party claim that the INRIX Data infringes or misappropriates any U.S. patent, copyright, trademark, or trade secret of any third party; provided, however, that: (a) Licensee gives INRIX prompt written notice of the claim and its details as soon as they are available; (b) INRIX has control over the defense and settlement of the claim; (c) Licensee provides assistance in connection with the defense and settlement of the claim as INRIX may reasonably request; and (d) Licensee complies with any settlement or court order made in connection with the claim (e.g., relating to the future use of any infringing materials).

6.2 **Indemnification.** INRIX will indemnify Licensee against (a) all damages, costs, and attorneys' fees finally awarded against any of them in any claim under Section 6.1; (b) all out-of-pocket costs (including reasonable attorneys' fees) reasonably incurred by any of them in connection with the defense of such claim (other than attorneys' fees and costs incurred without INRIX' consent after INRIX has accepted defense of such claim); and (c) if any claim arising under Section 6.1 is settled, all amounts paid by any Licensee to any third party agreed to by INRIX in settlement of any such claims.

6.3 **Patent Mitigation.** If Licensee's use of the INRIX Data is, or in INRIX' reasonable opinion is likely to become, enjoined as a result of a claim arising under Section 6.1, then INRIX will either: (a) procure the continuing right of Licensee to use the INRIX Data; (b) replace or modify the INRIX Data in a functionally equivalent manner so that it no longer infringes; or if, despite its commercially reasonable efforts, INRIX is unable to do either (a) or (b), INRIX will (c) have the right to terminate this Agreement without further liability to Licensee.

EXHIBIT A

6.4 **Patent Exclusions.** INRIX will have no obligation under this Section 6 for any infringement to the extent that it arises out of or is based upon (a) designs, requirements, or specifications for the INRIX Data required by or provided by Licensee, if the alleged infringement would not have occurred but for such designs, requirements, or specifications; (b) use of the INRIX Data outside of the scope or expressed provisions of this Agreement; or (c) Licensee's failure to comply with instructions provided by INRIX, if the alleged infringement would not have occurred but for such failure; and Licensee will reimburse INRIX for any costs or damages that result from these actions.

6.5 **Patent Remedy.** This Section 6 states INRIX' sole and exclusive liability, and the Licensee Indemnified Parties' sole and exclusive remedy, for the actual or alleged infringement of any third party intellectual property right by the INRIX Data or Licensee's use of the INRIX Data.

6.6 **Approval of Counsel.** In fulfilling its indemnification obligations under this Agreement INRIX shall select counsel reasonably acceptable to the Oregon Attorney General to defend such claims and all costs of such counsel shall be borne by INRIX. The Oregon Attorney General's acceptance of such counsel shall not be unreasonably withheld, conditioned or delayed. Counsel must accept appointment as a Special Assistant Attorney General under ORS Chapter 180 before such counsel may act in the name of, or represent the interests of, the State of Oregon, Licensee, its officers, employees or agents. Licensee may elect to assume its own defense with an attorney of its own choice and its own expense at any time Licensee determines important governmental interests are at stake. Subject to the limitations noted above, INRIX may defend such claims with counsel of its own choosing provided that no settlement or compromise of any such claim shall occur without the consent of Licensee, which consent shall not be unreasonably withheld, conditioned or delayed.

**7. LICENSEE INDEMNIFICATION**

7.1 **Defense of Claims.** Licensee will defend INRIX from any actual or threatened third party claim arising out of or based upon Licensee's performance or failure to perform under this Agreement, or any use whatever of Licensee's Products, or its gross negligence or willful misconduct; provided, however, that: (a) INRIX give Licensee prompt written notice of the claim and its details as soon as they are available; (b) Licensee has full and complete control over the defense and settlement of the claim; (c) INRIX provides assistance in connection with the defense and settlement of the claim as Licensee may reasonably request; and (d) INRIX complies with any settlement or court order made in connection with the claim.

7.2 **Indemnification.** Licensee will indemnify INRIX against (a) all damages, costs, and attorneys' fees finally awarded against any of them in any proceeding under Section 7.1; (b) all out-of-pocket costs (including reasonable attorneys' fees) reasonably incurred by any of them in connection with the defense of such proceeding (other than attorneys' fees and costs incurred without Licensee's consent after Licensee has accepted defense of such claim); and, (c) if any proceeding arising under Section 7.1 is settled, Licensee will pay any amounts paid by INRIX to any third party agreed to by Licensee in settlement of any such claims.

7.3 **EULA.** Sections 7.1 and 7.2 above shall not apply in the event Licensee or any sublicensee of the INRIX data shall enter into an enforceable agreement with any end user ("EULA") which waives any claims against any and all suppliers of the data concerning its use and distribution and further makes any such suppliers third party beneficiaries of such EULA.

7.4 **Limitation on Indemnification.** Licensee's and the State of Oregon's obligations to indemnify INRIX under this or any other section of this Agreement are subject to the limitations of Article XI, Section 7 of the Oregon Constitution and the Oregon Tort Claims Act (ORS 30.260 to 30.300). In no event may Licensee or the State of Oregon be required to indemnify INRIX for any liability arising out of wrongful acts of INRIX, its officers, employees, subcontractors, suppliers, or agents.

**8. GENERAL PROVISIONS**

8.2 **Assignment.** INRIX may assign this Agreement or any rights hereunder without the prior consent of Licensee. Licensee may not assign or otherwise transfer this Agreement, or any rights, licenses or obligations hereunder without the prior consent of INRIX; provided, however, that Licensee may assign this Agreement as a whole without such consent to any acquirer of all (or of substantially all) of Licensee's assets or business, and provided that such party is not a current or potential future direct or indirect competitor of INRIX. Any permitted assignee or successor of rights hereunder will be bound by all terms and conditions of this Agreement.

8.3 **Notices.** Unless otherwise expressly provided herein, all notices required or permitted under this Agreement will be delivered by hand, fax or nationally recognized overnight courier addressed if to INRIX at the INRIX "Business Contact" address (with a copy also sent to the attention of Kush Parikh, Senior VP Business Development [kush@inrix.com] at the INRIX "Business Contact" address), and if to Licensee at the Licensee "Business Contact" address set forth in this Agreement, or to such other contact or address as a party from time to time advises the other party by a written notice given in accordance with this section. All notices will be in English, and will be effective (a) if sent overnight by courier, TWO (2) business days after sending; and (b) if sent otherwise, upon delivery as evidenced by proof of faxing or proof of receipt.

8.4 **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 (other than a failure to pay sums due to INRIX hereunder) results from any of the following circumstances ("Force Majeure"): Acts of God, acts of civil or military authority, labor disturbances, strikes, lockouts, fires or explosions, earthquakes, floods or bad weather, communication or computer failures or delays, or any cause beyond its reasonable control.

8.5 **Publicity.** Each of the parties will have the right to use the name of the other party in publicity, advertising, and sales promotion with the prior consent of that other party, such consent not to be unreasonably withheld or delayed. Notwithstanding the foregoing, neither party will be required to obtain the other party's prior consent to include the other party's name in public lists of each party's clients. The parties will allow their respective public relations agencies or in-house staff to interview, write, and place case studies in initial news, reviews, and editorial calendar opportunities upon the prior written approval of the other party, which will not be unreasonably withheld. The parties will also participate in telephone

EXHIBIT A

185231

interviews with industry analysts, review editors, and news editors as part of each party's awareness building programs. The parties may promote their relationship through direct marketing, trade shows and events, corporate web sites, collateral and other appropriate marketing means.

**8.6 Data Attribution.** Licensee will ensure that all presentations of the INRIX Data, or any part thereof, contain proprietary notices and logos and/or website links of INRIX and/or the INRIX Suppliers in a form provided by INRIX from time to time. All text and graphical attributions will be large enough to be easily readable. Attribution for the INRIX Data will use the copyright notice "Traffic Information Provided by INRIX © 200... All rights reserved by INRIX, Inc." as well as the INRIX "POWERED BY INRIX TRAFFIC" logo per the separately available INRIX Branding Guidelines (the "Logo"), and the following data attribution requirements: (i) on any Internet capable device which is expressly permitted hereunder, Licensee will display the Logo, hyperlink and associated text, which INRIX will make available to Licensee from time to time, and the appropriate original sources' website at no charge; the Logo will be at least SEVENTY-TWO (72) pixels wide in size; (ii) on any TV display which is expressly permitted hereunder, Licensee will display the Logo integrated into the graphic display for either the video introduction/opening, video ending/exit or client presentation; the Logo will be at a readable size, no smaller than the client logo, and appear for at least two seconds during the broadcast; (iii) on any graphics-limited mobile device which is expressly permitted hereunder, Licensee will provide textual attribution using the copyright notice in the "about box" of the application; (iv) on any graphics-capable mobile device (meaning, any smartphone, personal digital assistant, portable navigation device, embedded navigation device or similar) which is expressly permitted hereunder, Licensee will display the Logo integrated into the navigation or traffic application display; the Logo will be at a readable size, no smaller than the Licensee logo, and appear for at least two seconds; and (v) on collateral, advertisements and product packaging referencing the INRIX Data which is expressly permitted hereunder, Licensee will display the Logo and copyright notice. Logos will not be redrawn or modified by Licensee in any way, including rotating, skewing, or flipping, and will not be decorated, represented in perspective, outline, or negative form. 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 Data 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.

**8.7 Compliance with Laws.** 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. Licensee acknowledges that the INRIX Data and its related technology are subject to export control laws and regulations of the USA. The Licensee agrees that it will not transfer any such items, directly or indirectly, without first complying with all relevant laws and regulations, including the Export Administration Act of 1979 of the USA (as amended), and specifically agrees not to transfer any of such items to (a) any countries, companies or persons that are subject to USA export restrictions; or (b) any third party who to Licensee's knowledge has been prohibited from participating in USA export transactions by any agency of the government of the USA.

**8.8 Tax Certification.** By signature on this Agreement for INRIX, the signor on Page 1 hereby certifies under penalty of perjury that he is authorized to act on behalf of INRIX and that INRIX is, to the best of the signor's knowledge, not in violation of any Oregon Tax Laws. For purposes of this certification, "Oregon Tax Laws" means a state tax imposed by ORS 320.005 to 320.150 and 403.200 to 403.250 and ORS chapters 118, 314, 316, 317, 318, 321 and 323 and the elderly rental assistance program under ORS 310.630 to 310.706 and local taxes administered by the Department of Revenue under ORS 305.620.

**9. LAW AND VENUE.** This Agreement will be interpreted in accordance with the laws of the State of Oregon USA, excluding conflict of laws provisions. The parties expressly exclude and waive the application to this Agreement of the UN Convention on Contracts for the International Sale of Goods. Subject to the provisions below dealing with equitable relief, any controversy, claim and/or dispute arising out of or relating to this Agreement or the breach hereof or subject matter hereof (including any action in tort or any question as to the existence of this Agreement) will be brought in the Circuit Court of the State of Oregon for Marion County. Each party hereby consents to the exclusive jurisdiction of such court, waives any objection to venue, and waives any claim that such forum is an inconvenient forum. If a claim must be brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court for the District of Oregon. This section applies to a claim brought against the State of Oregon only to the extent Congress has appropriately abrogated the State of Oregon's sovereign immunity and is not consent by the State of Oregon to be sued in federal court. This section is also not a waiver by the State of Oregon of any form of immunity, including but not limited to sovereign immunity and immunity based on the Eleventh Amendment to the Constitution of the United States. Each party acknowledges that a breach of the intellectual property or confidentiality provisions of this Agreement could cause the other party irreparable harm, and in the event of such a breach, the party harmed will be entitled to injunctive and other equitable relief without having to prove that damages would not be an adequate remedy.

**10. CONCLUDING PROVISIONS.** 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. As used in this Agreement, except to the extent the context otherwise requires, (1) the meanings of defined terms will be equally applicable to both the singular and plural forms of the terms defined; (2) references to agreements and other documents will be deemed to include all subsequent amendments and other written modifications expressly provided for hereunder; (3) any titles or headings are for convenience of reference only, and will not affect the construction or interpretation of this Agreement; (4) the words "hereof" and "herein" and the like refer to this Agreement as a whole, and not merely to the specific section or clause in which the respective word appears; (5) the words "including" and "excluding" and the like will be deemed to always be followed by the words "without limitation"; (6) any reference to "days", "months" or "quarters" will mean calendar days, months or quarters, unless otherwise expressly stated; (7) any reference to "\$", "US\$" or "dollars" means United States dollars, unless otherwise expressly stated; (8) the terms "U.S." or "USA" mean the United States of America; and (9) the words "will", "must" and "shall" are used interchangeably herein, with the words "will" and "must" always meaning the obligatory "shall". No provision of this Agreement will be construed against or interpreted to the

EXHIBIT A

disadvantage of any of the parties by any court or other authority by reason of that party having drafted or proposed such provision. The parties each agree to do all things reasonably necessary to effectuate the intent and purposes of this Agreement, and to act in good faith. Each of the parties will perform their obligations hereunder as independent contractors. This Agreement will 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. There are no third party beneficiaries, except as expressly set forth in this Agreement. Any remedies in this Agreement are cumulative and in addition to those provided by law, unless otherwise expressly provided. All waivers will be in writing. No failure or delay in exercising any right hereunder will operate as a waiver, nor will any partial exercise thereof preclude any further exercise of rights hereunder. 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. The provisions of this Agreement dealing with liabilities, conflict resolution, governing law, proprietary rights, payments, confidentiality, indemnification and other similar types of clauses will survive the expiration or termination of this Agreement. This Agreement may be signed in counterparts, each of which will be deemed an original, but all of which taken together will constitute but one and the same instrument. If the pages of this Agreement are initialed, such initialing will be solely for the purpose of identification. If initialing is on some, but not all, of the pages of this Agreement, that absence of initialing will not affect the validity of this Agreement, to the extent it is signed by the parties in the signature blanks. No variation or modification of this Agreement will be valid unless it is in writing and signed by a corporate officer of the parties.

- END OF EXHIBIT C -

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