

DATA USE AGREEMENT
Sublicensee Traffic Data Services by INRIX
Through Texas Department of Transportation

Fort Bend County (hereinafter “**Sublicensee**”) certifies that it is either (1) an authorized subcontractor of **Texas Department of Transportation** (“**Agency**”), or (2) a government agency, and requires access/use of the data and services as procured under an agreement between Agency and INRIX, Inc. (“**INRIX Products**”). As a condition of use of the INRIX Products, Sublicensee, its agents and employees, understands and agrees to the following terms and conditions:

Sublicensee understands and agrees that access to, and utilization of, INRIX Products is governed by the data licensing terms and conditions specifically set forth in the License Agreement, as set forth in Attachment A. Sublicensee agrees that Sublicensee, its officers, employees and agents shall fully adhere to and comply with all such data licensing terms and conditions, and that INRIX, Inc. shall be a third party beneficiary of this License Agreement, and be permitted to directly enforce the terms of the License Agreement in the event of Sublicensee’s failure to comply with any applicable terms or conditions.

Sublicensee understands and agrees that INRIX reserves the unilateral right to terminate the Sublicensee’s access to and utilization of INRIX services and data in the future in the event of inappropriate use or unauthorized disclosure.

In the event Sublicensee becomes aware of an inappropriate use or unauthorized disclosure, Sublicensee agrees to provide immediate verbal notice and subsequent written notice within 24 hours to the following:

Legal@inrix.com

Signatures

I, the undersigned, am duly authorized to bind the _____ to this Agreement and do so by affixing my Signature hereto.

Entered into _____

Signature: _____

Name: KP George Title: County Judge

Technical Contact Name: Chris Debaillon Technical Contact Email: chris.debaillon@fbctx.gov

Description of Why Access to INRIX Products is Required by Sublicensee:

Attachment A

Additional Terms and Conditions License Agreement

It is the intent of this contract to secure for Sublicensee, and their officially designated representatives full rights to the traffic data to use in support of internal organization operations consistent with the organizations' traffic management, planning, and operations responsibilities subject to the following terms and conditions. INRIX data license terms apply to all data services detailed in the License Agreement between INRIX and Agency.

1. INRIX, Inc., a Delaware corporation (and its suppliers) shall retain all intellectual property and other rights with respect to the INRIX Products and all related and derivative technology.
2. The INRIX license granted hereunder shall be for use solely by Sublicensee as part of its projects with Agency, and shall be nonexclusive, nontransferable and nonsublicensable. All presentations of the INRIX Products by the Sublicensee, with the exception of travel times on roadway signing, shall contain proprietary notices and logos and/or website links of INRIX and/or the INRIX suppliers in a form reasonably provided by INRIX from time to time. A single notation within a report that contains INRIX data and single logo on web pages that draw from INRIX data is acceptable. All use by Sublicensee customers shall be made available by the Sublicensee free-of-charge.
3. All INRIX Products are provided "AS IS", "with all faults", "as available" and without warranty or obligation of any kind, and to the maximum extent permitted by law, any and all representations, warranties and conditions of any kind whatsoever (including express, implied or statutory warranties of merchantability, fitness for a particular purposes, title, accuracy or quality) are expressly excluded.
4. The INRIX Products shall be the designated products that INRIX and Agency have expressly agreed upon in writing, and which INRIX customarily provides to its other customers (and which is therefore subject to modification from time-to-time).
5. The INRIX Products shall not be merged or combined with any other traffic data not provided by INRIX in a manner to produce a merged speed or travel time value without permission from INRIX. The INRIX Products may not be resold or openly posted to the public such that it would be available to private sector competitors of INRIX. INRIX shall not have any specific on-the-ground responsibilities.
6. If INRIX receives data from the Sublicensee hereunder, INRIX shall not receive any personally identifiable information in relation to the data (or the PII component would be deleted prior to transmission to INRIX).
7. Neither party nor its direct or indirect suppliers shall, 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 Products, or for any damages whatever arising out of or in relation to any malfunctions, data delays, loss of data or interruption of service, even if advised of the possibility of such damages, or if such possibility was reasonably foreseeable.
8. INRIX's suppliers shall not have any liability whatever in relation to the use of the INRIX Products hereunder. INRIX and its suppliers shall not be liable for any claim, loss or penalty resulting from use or delayed delivery of the INRIX Products by or to Sublicensee customers, and the Sublicensee would use all reasonable efforts to ensure such limited liability in its end user license agreements (or other applicable terms) with those customers, if any.
9. Under no circumstances shall INRIX's aggregate liability for all claims, acts and/or omissions arising out of related to this Agreement, regardless of whether any claim or action is based on contract, tort or otherwise, exceed the total amount paid by the Sublicensee to INRIX during the 12-month period prior to the date on which the claim arose.
10. There shall be no withholding or offsets by the Sublicensee with respect to any compensation due to INRIX, and no state income or other taxes withheld. INRIX reserves the right, at its sole discretion, to use third parties to provide data and services hereunder. Neither party shall be responsible for failures or delays due to circumstances beyond its reasonable control, except for the obligation to pay monies due. The parties each agree to do all things reasonably necessary to effectuate the intent of these terms, and to act in good faith.