



STANDARD LICENSE TERMS AND CONDITIONS

Revised January 6, 2025

These INRIX® Standard License Terms and Conditions (this “**Agreement**”) are effective on the date shown on the Order Form (“**Effective Date**”), and is between the INRIX entity described below (“**INRIX**”) and the customer (“**Licensee**”) indicated on the Order Form and govern the transaction and relationship described on that Order Form. Unless stated otherwise in the Order Form, if Licensee is headquartered in Europe, the INRIX entity is INRIX UK Limited, a company incorporated in England and Wales, with company #3258799, whose registered address is Station House, Stamford New Road, Altrincham, Cheshire WA14 1EP, United Kingdom. If Licensee is headquartered elsewhere, the INRIX entity is INRIX, Inc., a Delaware corporation whose headquarters is located at 10210 NE Points Drive #400, Kirkland, WA 98033 USA. INRIX and Licensee are individually referred to as a “**party**,” and collectively as the “**parties**.” The parties agree as follows:

1. **TERM.** This Agreement will begin on the Effective Date and continue through the period indicated on the Order Form (the “**Initial Term**”). If the Order Form indicates that auto-renewal applies, the Initial Term will automatically renew for consecutive 1-year periods (each a “**Renewal Term**” and together with the Initial Term, the “**Term**”) unless either party sends written notice of non-renewal at least 90 days’ before the expiration of the then-current term.
2. **LICENSED PRODUCTS AND PERMITTED USE.** Unless provided otherwise in the Order Form or this Agreement, during the Term of this Agreement and subject to this Agreement, INRIX hereby grants Licensee a non-exclusive, non-transferable (except as expressly provided in this Agreement), restricted, revocable license to use certain INRIX products (“**INRIX Products**”) for the Permitted Use only, and within the permitted Territory, as expressly set forth in the Order Form. Licensee may sub-license the INRIX Products only to those End Users identified in the Order Form. Licensee acknowledges and agrees that the license provided above is a subscription to the INRIX Products independent of Licensee’s actual usage of the INRIX Products.
3. **DATA ACCESS.** INRIX will provide Licensee with unique access credentials to enable the Licensee to access the INRIX Products. Licensee will not make such access credentials available to any third party, other than those authorized to act on Licensee’s behalf. Licensee will be responsible for any misuse of the INRIX Products through such access credentials. Licensee will handle technical support for its End Users. If the INRIX Product is provided on Licensee’s behalf to third parties through a Data Use Agreement (“**DUA**”) as indicated in the Order Form, Licensee is responsible for ensuring that those third parties comply with the terms and obligations of the DUA. INRIX reserves the right to charge any service fees indicated on the Order Form for the processing, handling, delivery and support for the INRIX Products to those third parties. INRIX may suspend Licensee’s access to the INRIX Products if Licensee is making excessive application programming interface (API) calls for the INRIX Products that impacts the availability of the INRIX Product(s) or INRIX’s network; if Licensee otherwise violates any End User License Agreement for the INRIX Products; or as necessary for INRIX to resolve any actual or threatened risks that pose a credible risk of harm to the INRIX Products or the security or integrity thereof. INRIX will use commercially reasonable efforts to provide notice to Licensee prior to suspending access. To the extent (i) the INRIX Products are provided via an API feed, and (ii) Licensee’s customers will access the INRIX Products as indicated in the Order Form, if requested by INRIX, Licensee will use a proxy cache server or other means to temporarily store the INRIX Products and underlying INRIX Data (as defined in Section 4) until the next subsequent cache update.
4. **RESTRICTIONS.** INRIX Products rely on and incorporate various types of underlying data (“**INRIX Data**”). Licensee’s license to the INRIX Products is subject to the following restrictions:
 - a. Unless stated otherwise in the Order Form, the INRIX Data will always be kept separately identifiable and distinct from all other parking and roadway traffic-related data (whether of Licensee or any third party).
 - b. The INRIX Data cannot be combined or merged with any other traffic or driver services-related data not provided by INRIX for purposes of reselling the combined data or creating a competitive product. Licensee is also prohibited from redistributing, reselling or acting as a service bureau for the INRIX Products.
 - c. The INRIX Products and INRIX Data must not be transferred to, or used by any competitor of, INRIX in any way.
 - d. Licensee will not misrepresent the timing, source, content, utility, or availability of the INRIX Data or information gathered from the INRIX Data.
 - e. Licensee will not use the INRIX Data: (i) in connection with the transmission, sale, license or delivery of any infringing, defamatory, offensive, or illegal products, services or materials; (ii) in any manner that threatens the integrity, performance, delivery or availability of the INRIX Data; (iii) to copy, store (except to store the INRIX Data pursuant to Section 3 (Data Access) above), archive, or create a database of the INRIX Data; or (iv) in violation of local, state, or federal laws or regulations. Without limiting any other provision of this Agreement, Licensee will not use the INRIX Data or any information, analysis, or other products based on the INRIX Data in

violation of the federal securities laws, including without limitation Section 10(b) and Rule 10b-5 under the Securities Exchange Act of 1934.

- f. Licensee may not reverse engineer, decompile, or disassemble the INRIX Products or INRIX Data. Except as expressly allowed by the Permitted Use, Licensee may not create derivative works of the INRIX Products or INRIX Data.
- g. Licensee may use the INRIX Products or the INRIX Data as input to train or otherwise make the INRIX Products or INRIX Data available to artificial intelligence models, engines or software ("**AI Models**"), subject to the following: (i) the AI Models are third-party models (i.e. AWS Titan) licensed by Licensee or Licensee's supplier, in which Licensee's input data and the output of such data is not accessible to other users of the AI Model; or (ii) the AI Models are proprietary to and developed by Licensee or their sub-contractors in which the output result is accessible only for internal use by Licensee. Licensee may not use the AI Models or the output from the AI Models to reverse engineer or re-create or otherwise create a substitute for the INRIX Products or INRIX Data. If the AI Models used by Licensee are not generative AI models, and if the license is Term-based, then Licensee will not include the INRIX Products or INRIX Data in AI Models created after the expiration or termination of this Agreement.
- h. If Licensee wishes to publish any materials, reports, studies, or other publications (collectively, "**Publications**") containing the underlying raw INRIX Data, the parties will discuss a mutually agreed upon format of the output intended to avoid the public exposure to and scraping of the INRIX Data. If Licensee wishes to publish any Publications that contain, use, or are otherwise based on the INRIX Data, Licensee will use all commercially reasonable efforts to give INRIX the opportunity to review and give feedback on the Publication prior to it being published or made available to third parties.

5. CHANGES TO INRIX PRODUCTS. INRIX may, in its sole discretion, make feature, functionality, or formatting updates to the INRIX Products. INRIX will use commercially reasonable efforts to provide advanced notice of such INRIX Product updates, and to identify INRIX Product updates that may require modifications to Licensee applications. Licensee's failure to upgrade Licensee applications to the latest version may result in an interruption of Licensee's access to the INRIX Product. The INRIX Products and INRIX Data will include only that information that INRIX collects and distributes in the ordinary course of its business. As a result, INRIX may terminate specific markets or products upon 30 days' notice to Licensee if such markets or products are no longer offered in INRIX's ordinary course of business. Notwithstanding the above, INRIX may terminate specific markets or products described in this Agreement immediately upon 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 for any reason.

6. IP RIGHTS. As between Licensee and INRIX, all title and intellectual property rights in and to the INRIX Products, INRIX Data, and related documentation, compilations, collective works, technical know-how and all rights therein, are owned or licensed by INRIX. This Agreement grants Licensee no rights to any such intellectual property rights or title except for the limited license rights expressly granted herein. All rights not specifically granted under this Agreement are reserved by INRIX and its suppliers. If an INRIX Product or INRIX Data is merged, incorporated or combined into any software, hardware, or other data, the INRIX Product and INRIX Data will continue to be subject to the provisions of this Agreement, and INRIX will retain ownership of the underlying INRIX Product or INRIX Data.

7. TERMINATION. If either party fails to perform its material obligations under this Agreement, the other party may terminate this Agreement upon 30 days' prior written notice if the matters set forth in such notice are not cured within this 30-day period. Upon termination or expiration of this Agreement, and unless provided otherwise in the Order Form or 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; (b) Licensee will immediately cease to use any INRIX Products and INRIX Data; and (c) Licensee will destroy originals and all copies of the INRIX Products, INRIX Data and other materials provided by INRIX under this Agreement, except for a copy kept solely for compliance purposes. The provisions of this Agreement dealing with liabilities, governing law, proprietary rights, confidentiality, and other similar types of clauses will survive the expiration or termination of this Agreement.

8. PAYMENTS. Licensee will pay INRIX the license fees and other fees in the amount and currency specified in the Order Form. Unless stated otherwise in the Order Form: all payments: (i) are invoiceable in advance; (ii) will be invoiced in full upon execution of the Order Form; (iii) are due within 30 days invoice date; (iv) will be paid by electronic transfer to the account directed by INRIX; and (v) will be made in full without any proration, deduction, withholding, setoff or refunds of any kind. For clarity, with respect to sub-section (i), for fees that are paid in the subsequent contract month, quarter, or year, such fees will be invoiceable 30 days prior to the start of that corresponding contract month, quarter, or year. Fees due INRIX hereunder are exclusive of any fees, taxes, assessments, or other payments that Licensee is legally obligated to pay. The calculation for sales tax is based on the shipping address (and not billing address) on the Order Form. If Licensee claims tax exempt status for amounts due under the Order Form, it shall provide INRIX with a valid tax exemption certificate to avoid application of taxes to Licensee's invoice. Licensee will pay all production, handling and transmission costs associated with the receipt, transmission and use of the INRIX Products. Licensee must notify INRIX in writing within 15 days of the invoice date of any payment disputes. The parties will negotiate in good faith to resolve any payment disputes within 30 days, provided that Licensee must timely pay all undisputed amounts. During any Renewal Term, the license fees will increase at a rate equal to the greater of 5%, or as according to (i) the Consumer Price Index (CPI) where the INRIX entity is INRIX, Inc., or (ii) the Harmonized Index of Consumer Prices (HICP) where the INRIX entity is INRIX UK Limited.

9. LATE PAYMENTS. Late payments may be assessed an interest charge at a rate equal to the lesser of (i) the maximum rate permitted by law, or (ii) 1% per calendar month or pro rata for part thereof. INRIX, in its sole discretion, may without limitation suspend Licensee's access to the INRIX Products, if Licensee fails to deliver payment in accordance with this Agreement within 30 days of the date due. Licensee shall be responsible for all collection costs necessitated by Licensee's default in payment.

10. RECORDS. Licensee will keep complete and accurate records relating to Licensee's use and distribution of the INRIX Products, including all payments due. During the Term and for 1 year thereafter, INRIX, will have the right upon reasonable notice, and Licensee will reasonably cooperate with INRIX or its independent auditor's efforts 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 occur no more than once each calendar year and 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, including by remitting payment for all underpaid amounts. If Licensee has underpaid INRIX by more than 10% for the audit period, Licensee will reimburse INRIX for the reasonable costs in the audit within 30 days of invoice.

11. LIMITATIONS OF LIABILITY. TO THE FULLEST EXTENT PERMITTED BY LAW, NEITHER PARTY WILL UNDER ANY CIRCUMSTANCES BE LIABLE TO THE OTHER PARTY 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) ARISING OUT OF OR RELATED TO THE INRIX PRODUCTS, INRIX DATA OR THIS AGREEMENT, OR FOR ANY DAMAGES WHATEVER ARISING OUT OF OR IN CONNECTION WITH ANY MALFUNCTIONS, DATA DELAYS, LOSS OF DATA OR INTERRUPTION OF SERVICE HEREUNDER. THE INRIX SUPPLIERS WILL HAVE NO LIABILITY FOR ANY DAMAGES WHATEVER IN RELATION TO THIS AGREEMENT. EXCEPT FOR EACH PARTY'S INDEMNIFICATION OBLIGATIONS OR BREACH OF CONFIDENTIALITY AND TO THE FULLEST EXTENT PERMITTED BY LAW, UNDER NO CIRCUMSTANCES WILL EITHER PARTY'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. THE FOREGOING LIMITATION WILL NOT APPLY TO ANY CLAIMS ARISING OUT OF OR RELATED TO DEATH OR PERSONAL INJURY, FRAUD, OR A PARTY'S INTENTIONAL MISCONDUCT.

12. WARRANTIES; DISCLAIMER. 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, 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, OR ACCURACY, ARE EXPRESSLY EXCLUDED. NEITHER INRIX NOR THE INRIX SUPPLIERS MAKE ANY WARRANTY THAT THE INRIX PRODUCTS WILL OPERATE PROPERLY AS INTEGRATED WITH LICENSEE'S PRODUCTS.

13. INDEMNIFICATION. INRIX will defend Licensee against and will pay any costs or damages that may be awarded in a final judgment, or agreed to by Licensee in a settlement, to the extent arising out of a third-party claim that is based upon, arises from or results from: (a) INRIX violating any applicable law; or (b) infringement of any third party's intellectual property rights by the INRIX Products as provided to Licensee and independent of the use of the INRIX Products by Licensee. Licensee will defend INRIX against and will pay any costs or damages that may be awarded in a final judgment, or agreed to by Licensee in a settlement, to the extent arising out of a third-party claim that is based upon, arises from or results from: (a) Licensee or End User's violation of license (sub-license) rights; (b) Licensee or End User violation of any applicable law; or (c) infringement of any third party's intellectual property rights arising from Licensee's or End User's use of an INRIX Product.

14. CONFIDENTIALITY. Each party will treat all non-public information of the other party, including the other party's business plans, finances, technology, inventions, 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 (and in any event no less than reasonable care). Any performance data or feedback provided by Licensee shall be deemed INRIX's Confidential Information. 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. Notwithstanding the above, either party may disclose Confidential Information to its attorneys, auditors, accountants, and advisers who may have a need to know such Confidential Information and who have a legal duty or obligation to maintain the confidentiality of such Confidential Information. Licensee will cause each of its employees, agents and subcontractors who perform services or use any INRIX Products or INRIX Data under this Agreement to be subject to a duty of confidentiality that is no less restrictive than the confidentiality obligations set forth in 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 (except for a copy kept solely for compliance purposes).

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; or (d) was rightfully obtained by the receiving party from a third party without restriction on use or disclosure. 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 prior to the Effective Date.

15. PUBLICITY. Any press release(s) regarding this Agreement will be subject to the approval of both parties. Neither party shall have the right to use the name, logo, or trademark of the other party in publicity, advertising, and sales promotion without the prior written 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 and/or suppliers. 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.

16. DATA ATTRIBUTION. Attribution for the INRIX Products will be (a) as mutually agreed, (b) use the copyright notice "Traffic and Driver Services Information Provided by INRIX © 202_. All rights reserved by INRIX, Inc.", and (c) use the INRIX Products logo per 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 provided by INRIX.

17. GOVERNING LAW. If the INRIX entity shown on the Order Form is INRIX, Inc.: (1) this Agreement will be governed by Washington law, excluding conflict of law provisions; and (2) all disputes shall be settled in the state or federal courts located in King County, Washington. If the INRIX entity shown on the Order Form is INRIX UK Limited: (a) this Agreement will be governed by the laws of England and Wales, excluding conflict of law provisions; and (b) all disputes shall be settled in the courts located in London, England. The parties acknowledge that a breach of the intellectual property or confidentiality provisions of this Agreement would cause the other party irreparable harm, and in the event of such a breach, either party will be entitled to seek injunctive relief at any location or court, without having to post a bond or other security and without the requirement to prove inadequacy of damages.

18. 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, floods or bad weather, 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 to the location specified in the Order Form (or to another location as agreed by the parties), if to INRIX with a copy also sent to the attention of INRIX's General Counsel at the same address. 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. Neither party will have the authority to negotiate or enter into any contract for or on behalf of, or create any obligations for, the other party.
- d. Assignment. Neither party may assign or otherwise transfer this Agreement, or any rights, licenses or obligations hereunder without the prior consent of other party, such consent not to be unreasonably withheld. However, either party may assign this Agreement as a whole without such consent to any acquirer of all (or substantially all) of that party's assets or business. If Licensee acquires, is acquired by, or becomes a competitor of INRIX, in INRIX's reasonable determination, INRIX may terminate this Agreement at any time upon 30 days' written notice to Licensee, without further liability to Licensee hereunder. Any assignee or successor of rights hereunder will be bound by all terms and conditions of this Agreement.
- e. Compliance. Each party will perform its obligations under this Agreement in accordance with all applicable laws and regulations, including export control laws and regulations.
- f. Interpretation. 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. No variation, waiver or modification of this Agreement will be valid unless it is in writing and signed by the parties.

19. ENTIRE AGREEMENT. This Agreement, the Order Form, and any Attachments constitute the entire agreement between the parties, and supersede all prior drafts, negotiations, agreements and understandings regarding the subject matter of this Agreement or the Order Form. In the event of any conflicts between the Order Form and this Agreement, the provisions of the Order Form will prevail. The provisions of this Agreement will supersede all inconsistent terms in

any Purchase Order, standard terms and conditions, or business forms supplied by either party. Authenticated electronic signatures (i.e. DocuSign or AdobeSign), electronic copies with signatures, and copies with signatures in counterparts will be deemed to be originals for all purposes.

20. ADDITIONAL TERMS. The following additional terms will apply if indicated as such on the Order Form:

- a. Terms for Historical Products. If the INRIX Products include historical products as indicated on the Order Form, the INRIX Products licensed to Licensee include the period of time as indicated on the Order Form. The INRIX Products will be delivered to Licensee in a manner mutually agreeable to the parties. Licensee will not (i) redistribute or transfer any of the INRIX Data in the form provided, (ii) disclose any origin or destination points, or (iii) 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.
- b. 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 requirements to purge or destroy the INRIX Data or restrictions on using the INRIX Data after expiration or termination in this Agreement, or any reference to a Term-based license in this Agreement, Licensee is granted a perpetual license to the INRIX Data provided by INRIX during the Term of the Agreement. Notwithstanding anything provided otherwise in this Agreement, Licensee may create a data base of INRIX Data for the Permitted Use.
- c. Fee Reports. If Licensee is required to provide fee reports, Licensee will provide such fee report in a form mutually agreed by the parties and in the reporting frequency and due date designated in the Order Form. INRIX will provide an invoice upon receipt of the fee report.
- d. If the INRIX Products include Shapefile, Posted Speed Limit, or Traffic Tiles (TMC), Attachment 1 applies to the Order Form.
- e. Additionally, if the INRIX Products include Shapefile, use of the Shapefile is limited to interpreting or aiding in the use of INRIX Data. Resale, redistribution or otherwise forwarding of this data beyond this purpose is not allowed.
- f. If the INRIX Products include Ride Report, Licensee shall be responsible for reviewing any usage fee reports generated by the Ride Report product to ensure accuracy and completeness before sending the usage fee report information to third parties.
- g. If the INRIX Products include NPMRDS Core, NPMRDS Data Backfill, or NPMRDS Data Expansion, Attachment 2 applies to the Order Form.
- h. If the INRIX Product includes Traffic Cameras, Attachment 3 applies to the Order Form.

ATTACHMENT 1 - SUPPLEMENTAL REQUIREMENTS

For Use of HERE Map-Related Data

1. ATTRIBUTION FOR ROUTING INSTRUCTIONS. To the extent Licensee uses the INRIX Products to provide routing instructions to End Users without a map display, Licensee shall provide text attribution to HERE North America, LLC in conjunction with the routing instructions.

2. LINK TO HERE SUPPLIER NOTICES. Licensee shall ensure that its agreements with End Users reference in a reasonably conspicuous manner, the link to HERE's Supplier Notice available at <https://legal.here.com/en-gb/terms/general-content-supplier-terms-and-notices>.

3. USE FOR GOVERNMENT ENTITIES. In the event that Licensee or any End User is a USA government entity, the following shall apply:

Licensee or End User shall ensure that (1) each copy of the media in which the INRIX Products are stored is marked and labeled, and (2) each electronic copy of the INRIX Products contain the following notice:

The INRIX Products (hereinafter "Data") is a "commercial item" as that term is defined at 48 C.F.R. ("FAR") 2.101, is licensed in accordance with the Data License Agreement, and each copy of Data delivered or otherwise furnished shall be marked and embedded as appropriate with the following "Notice of Use," and shall be treated in accordance with such Notice:

NOTICE OF USE

CONTRACTOR (MANUFACTURER/ SUPPLIER) NAME: HERE Technologies
CONTRACTOR (MANUFACTURER/SUPPLIER) ADDRESS: 425 W. Randolph St.,
Chicago, Illinois 60606

This Data is a commercial item as defined in FAR 2.101 and is subject to the Data License Agreement under which this Data was provided.

© 20XX HERE – All rights reserved.

If Licensee or End User refuses to use the legend provided herein, Licensee or End User must notify HERE North America, LLC prior to seeking additional or alternative rights in the Data.

4. PERMITTED USE AND RESTRICTIONS FOR TRAFFIC TILES. Licensee or End User may only use any underlying attributes provided in the Traffic Tiles ("Attributes") for the sole purpose of enabling Licensee or End User to bind or ingest results from the INRIX Products to a proprietary map database of Licensee, who otherwise lacks TMC location reference data. For clarity, Licensee or End User shall not integrate the Attributes into its map database for any other purpose, such as improving map attribute coverage or quality.

Licensee may not: (a) distribute, sell, provide or otherwise make available all or any portion of the Attributes to any third party; (b) combine or derive results from the Attributes with any content that would subject HERE North America, LLC to any open data or open source licenses (e.g., Open Street Maps); (c) use all or any portion of the Attributes for the purposes of making a digital geographic database or publishing maps of any kind; (d) use all or any portion of the Attributes for the delivery of routes for turn-by-turn route guidance to End Users; (e) use all or any portion of the Attributes for data analysis related to parking and/or parking applications or solutions sold by or for Licensee or End Users; or (f) distribute, sell, provide, or otherwise make available all of any portion of the Attributes to Apple, Google, or TomTom.

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ATTACHMENT 2 - SUPPLEMENTAL REQUIREMENTS

For NPMRDS Products

1. **NPMRDS.** The INRIX Data includes the National Performance Management Research Data Set (NPMRDS) provided by INRIX under Contract No. DTFH61-17-C-00003 (**the NPMRDS Contract**) between the DOT/Federal Highway Administration (**FHWA**) and the University of Maryland (**UMD**) under which INRIX is a designated subcontractor (the **UMD Contract**).

i) NPMRDS includes average travel time from vehicle probe data in three classifications: 1) all vehicles, 2) passenger vehicles and 3) freight trucks at a statistically sample size for both freight and passenger traffic for the following geographic coverage:

- United States Interstate System
- NHS including NHS intermodal connectors
- Strategic Defense Network Roadways (STRHANET)
- Border Crossings on principal arterials
- Arterials within a five-mile radius on either side of the border at the top 20 United States/Canada Border crossings as measured by average daily truck trips.
- Arterials within a five-mile radius on either side of the border at the top six United States/Mexico Border Crossings as measured by average daily truck trips.

The Permitted Use does not permit Licensee or End User to make data sets or aggregated travel time databases publicly available. For the avoidance of doubt, the Permitted Use is intended to enable Licensee to provide summaries and statistics based on the INRIX Data but not to provide the INRIX Data in a form that would enable unlicensed parties to build databases of the INRIX Data.

iii) Licensee shall not (i) sell or share INRIX Data with other public entities except as required to fulfill the Permitted Use; (ii) sell, disclose or otherwise transfer INRIX Data to provide parties except to the End User and its subcontractors subject to each signing a Data Use Agreement in the form provided by INRIX and Licensee providing such signed copy to INRIX.

iv) Licensee shall promptly provide any information it learns concerning errors, problems, complaints and related matters concerning the INRIX Data to INRIX, without charge, for INRIX's unlimited use, including incorporation into the INRIX Data. Licensee shall not retain, acquire or assert any right, title or interest in or to the INRIX Data or the intellectual property rights thereto based on the transfer of such information to INRIX or INRIX's use or incorporation of such information into the INRIX Data or otherwise.

v) In addition to the termination rights set forth in the Agreement, this Agreement shall termination upon the termination or expiration of the NPMRDS Contract or the UMD Contract. While INRIX Data received during the Term of this license can continue to be used after termination or expiration of this Agreement, no additional INRIX Data shall be licensed under this Agreement after termination or expiration of the NPMRDS Contract or the UMD Contract.

vi) In addition to the attribution requirements in the Agreement, Licensee shall attribute and shall ensure that End User attributes INRIX as the creator and source of the INRIX Data in all instances of written materials incorporating the INRIX Data distributed by Licensee or End User. Licensee shall provide an acknowledgement of FHWA support and a disclaimer in any publication of any material, based on or developed using INRIX Data contract in the following terms:

"This material is based upon work supported by the Federal Highway Administration under contract number DTFH61-17-C-00003. Any opinions, findings and conclusions or recommendations expressed in this publication are those of the author(s) and do not necessarily reflect the views of the Federal Highway Administration."

vi) Licensee agrees that the INRIX Data is a "commercial item" as that term is defined at 48 C.F.R. ("FAR") 2.101, licensed in accordance with this Agreement. Each copy of the INRIX data delivered or otherwise furnished shall be treated and marked (or embedded as appropriated with the following "Notice of Use":

Notice of Use Contractor (Manufacturer/Supplier) Name: INRIX, Inc. Contractor (Manufacturer/Supplier) Address: 10210 NE Points Drive, Suite 400, Kirkland, WA 98033

The Licensed Data is a commercial item as defined in FAR 2.101 and is subject to the Data License Agreement under which the data was provided.

ATTACHMENT 3 - SUPPLEMENTAL REQUIREMENTS

For Traffic Cameras

In addition to the provisions set forth in the Agreement, the follow terms also apply:

- 1. ATTRIBUTION.** Licensee and all permitted sublicensees using any of the camera images (a) will display a copyright/attribution notice for each camera (as set forth in the applicable "Copyright Notice" field for each camera in the database), and will display that notice whenever an image from a camera is displayed, and (b) will NOT use any name or logo of any agency providing such display, except to acknowledge the source of information.
- 2. IP RIGHTS.** All intellectual property rights in the camera images will remain vested in the party providing that data. Licensee and its permitted sublicensees will NOT (a) retain recorded images from any cameras, (b) make changes/edits to the camera images or related information that would misrepresent the information/images, and (c) associate the camera images with inappropriate content (e.g. adult content, illegal activity etc.). The agency providing its respective camera images reserves the right to change its terms and conditions or withdraw permission to reuse camera images at any time without notice.
- 3. NO WARRANTIES.** INRIX and its suppliers make no representations or warranties whatever to Licensee and its permitted sublicensees and their respective End Users or others as to the availability or suitability of camera images, or their timeliness, accuracy or completeness. Licensee and its permitted sublicensees release all providers of the Camera Images with respect to all liability howsoever arising as a result of, or relating to, the use of the camera images hereunder.
- 4. SPECIAL NOTICE.** Some agencies providing camera images do not permit the viewing of their images while driving. If the "Use while driving prohibited" field for the camera region in the database is set to "true", Licensee and its permitted sublicensees will display a notice stating that viewing of traffic camera images in those region(s) while driving is prohibited, either on entry to its services if the services are designed specifically for use while driving, or in its "Terms Of Use" notice otherwise.
- 5. FEE RESTRICTION.** Some agencies providing camera images do not permit fees to be charged to the end user for viewing of that agency's traffic camera images alone. If the "No fee to end user" field for the camera region in the database is set to "true", Licensee and its permitted sublicensees will not charge a specific fee to the End User for viewing of traffic camera images from that agency alone (as opposed to charging a fee for a service that encompasses data from more than one travel and/or traffic information source).
- 6. SPECIAL APPROVALS.** Some agencies providing camera images require a license amendment for each and every sublicensee, to be issued following review of the sublicense services by that agency. If the "Sublicense requires approval" field for the camera region in the database is set to "true", Licensee and/or its permitted sublicensees will require consent from the agency (via INRIX) for its service(s) before displaying traffic camera images.

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ATTACHMENT 4 - SUPPLEMENTAL REQUIREMENTS
For Trips Plus

In addition to the provisions set forth in the Agreement, the following terms also apply for Trips Plus:

- 1. ADDITIONAL INRIX DATA RESTRICTIONS; NO PUBLIC USE.** Notwithstanding anything to the contrary in the Agreement, access to the INRIX Data is limited to the Licensee and shall not be extended to any third parties, including but not limited to Licensee's contractors and consultants performing research or analyses on Licensee's behalf. Licensee will not use or incorporate the INRIX Data in any product or service not provided by INRIX. Licensee will not use the INRIX Data or any information, analysis, reports, or other products provided to Licensee by INRIX or its Affiliates in any public fashion without the express written consent of an authorized representative of INRIX. "**Affiliate**" means an entity controlling, controlled by, or under common control with INRIX by voting rights or ownership of at least 50% of the equities.
- 2. TICKER SYMBOLS.** Licensee may only change the requested ticker symbols every contract quarter. As an example, if the Order Form provides for five ticker symbols, Licensee may change its choice of the five ticker symbols once every contract quarter.
- 3. ADDITIONAL TERMS FOR CUSIPS, CINS, CGS ISINS, AND CUSIP DATABASES.**
 - a. Licensee agrees and acknowledges that the CUSIP databases ("**CUSIP Database**") and the information contained therein is and shall remain valuable intellectual property owned by, or licensed to, CUSIP Global Services ("**CGS**") and the American Bankers Association ("**ABA**"), and that no proprietary rights are being transferred to Licensee in such materials or in any of the information contained therein. Any use by Licensee outside of the clearing and settlement of transactions requires a license from CGS, along with an associated fee based on usage. Licensee agrees that misappropriation or misuse of such materials will cause serious damage to CGS and ABA, and that in such event money damages may not constitute sufficient compensation to CGS and ABA; consequently, Licensee agrees that in the event of any misappropriation or misuse, CGS and ABA shall have the right to obtain injunctive relief in addition to any other legal or financial remedies to which CGS and ABA may be entitled.
 - b. Licensee agrees that Licensee shall not publish or distribute in any medium the CUSIP Database or any information contained therein or summaries or subsets thereof to any person or entity except in connection with the normal clearing and settlement of security transactions. Licensee further agrees that the use of CUSIP numbers and descriptions is not intended to create or maintain, and does not serve the purpose of the creation or maintenance of, a master file or database of CUSIP descriptions or numbers for itself or any third party recipient of such service and is not intended to create and does not serve in any way as a substitute for the CUSIP MASTER , DATABASE, INTERNET, ELECTRONIC Services and/or any other future services developed by CGS.
 - c. NEITHER CGS, ABA NOR ANY OF THEIR AFFILIATES MAKE ANY WARRANTIES, EXPRESS OR IMPLIED, AS TO THE ACCURACY, ADEQUACY OR COMPLETENESS OF ANY OF THE INFORMATION CONTAINED IN THE CUSIP DATABASE. ALL SUCH MATERIALS ARE PROVIDED TO LICENSEE ON AN "AS IS" BASIS, WITHOUT ANY WARRANTIES AS TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE NOR WITH RESPECT TO THE RESULTS WHICH MAY BE OBTAINED FROM THE USE OF SUCH MATERIALS. NEITHER CGS, ABA NOR THEIR AFFILIATES SHALL HAVE ANY RESPONSIBILITY OR LIABILITY FOR ANY ERRORS OR OMISSIONS NOR SHALL THEY BE LIABLE FOR ANY DAMAGES, WHETHER DIRECT OR INDIRECT, SPECIAL OR CONSEQUENTIAL, EVEN IF THEY HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL THE LIABILITY OF CGS, ABA OR ANY OF THEIR AFFILIATES PURSUANT TO ANY CAUSE OF ACTION, WHETHER IN CONTRACT, TORT, OR OTHERWISE, EXCEED THE FEE PAID BY LICENSEE DURING THE 12-MONTH PERIOD PRIOR TO THE DATE IN WHICH SUCH CAUSE OF ACTION IS ALLEGED TO HAVE ARISEN. FURTHERMORE, CGS AND ABA SHALL HAVE NO RESPONSIBILITY OR LIABILITY FOR DELAYS OR FAILURES DUE TO CIRCUMSTANCES BEYOND THEIR CONTROL.
 - d. Licensee agrees that the foregoing terms and conditions shall survive any termination of its right of access to the materials identified above.
 - e. In the event Licensee has a CGS License Agreement that permits broader rights than those granted above, then the terms of that Licensee's CGS License Agreement shall govern such Licensee's use of the CUSIP Database and/or any information contained therein for so long as such agreement remains in effect.
 - f. Licensee acknowledges and agrees that (i) its access to the CUSIP, CINS, CGS ISINs, CUSIP Database, and related information (collectively, "**CUSIP Information**") is contingent upon Licensee having a separate license agreement with CGS; (ii) Licensee is solely responsible for executing a separate license agreement to access the CUSIP Information; (iii) INRIX is unable to provide the CUSIP Information to Licensee if Licensee does not execute a separate license agreement with CGS, or if INRIX does not receive prior written consent from CGS to provide the CUSIP Information to Licensee; (iv) the CUSIP Information may be modified, updated, or deleted without notice; (v) INRIX will terminate Licensee's access to the CUSIP Information upon CGS' request.