

INRIX® Traffic Service - Service Terms (DRAFT)

PLEASE CAREFULLY READ THESE TERMS AND CONDITIONS OF SERVICE ("**SERVICE TERMS**"). YOUR USE OF THE INRIX TRAFFIC SERVICE IS CONDITIONED UPON YOUR ACCEPTANCE OF THESE SERVICE TERMS WITHOUT MODIFICATION. BY ACCESSING OR USING THE INRIX TRAFFIC SERVICE INCLUDING ANY ASSOCIATED SOFTWARE OR WEB SITES, YOU AGREE TO BE LEGALLY BOUND BY THESE SERVICE TERMS, INCLUDING, WITHOUT LIMITATION ANY ADDITIONAL TERMS AND CONDITIONS INCORPORATED BY REFERENCE IN THESE SERVICE TERMS. IF YOU DO NOT AGREE TO THESE SERVICE TERMS, YOU MUST IMMEDIATELY DISCONTINUE YOUR USE OF THE INRIX TRAFFIC SERVICE.

1. Your Relationship with INRIX. Your use of the INRIX Traffic Service, including any associated products, software, and/or web sites (collectively, the "**Services**") is subject to these Service Terms, which is a binding legal agreement between you and INRIX, Inc. ("**INRIX**"). "You" means the individual person or legal entity requesting use of the Services. You acknowledge that the opportunity to use the Services is sufficient consideration to bind you to these Service Terms. You should print or otherwise save a copy of these Service Terms for your records.

2. Accepting the Service Terms.

2.1. In order to use the Services, you must first agree to these Service Terms. You may not use the Services if you do not accept the Service Terms. You can accept the Service Terms as follows:

(a) By clicking "accept" where this option is made available in the user interface for the Services, or as part of the download of any content or software associated with the Services; or

(b) By actually using the Services. In such a case, you understand and agree that INRIX will treat your use of the Services as your continuing acceptance of the Service

Terms for the duration of your use of the Services.

3. Requirements for Use of the Services.

3.1. The Services are intended and offered only for lawful use by individuals or organizations with the legal capacity and authority under applicable law to enter into a contract for such services. INRIX DOES NOT OFFER SERVICES TO MINORS OR WHERE PROHIBITED BY LAW. By registering for and/or by using the Services, you represent and warrant that you have the legal capacity and authority to enter into this agreement, and that you will use the Services only in accordance with these Service Terms and all applicable law.

4. Modification of the Service Terms.

4.1. INRIX may, in its sole discretion, supplement or modify the Service Terms upon (a) written notice to you, or (b) upon publication of such modified terms on INRIX's web site. Any new or modified Service Terms will be effective upon the earlier of your acceptance of those terms or your continued use of the Services following publication of such change.

4.2. If you do not agree to be bound by any changes to these Service Terms, your sole and exclusive remedy is to immediately stop all use of the Services.

5. Use License.

5.1. Subject to your compliance with the Service Terms, INRIX hereby grants you a limited, personal, non-sublicensable, non-transferable, nonexclusive license to use the Service in accordance with these Service Terms.

5.2. The Software is licensed, not sold to you. You may not sell, assign, rent, lease, distribute, export, transfer or otherwise grant rights to third parties with regard to all or any part of the Software. You may not modify, reverse-engineer, decompile, disassemble, or attempt to discover the source code, structure or sequence, or otherwise hack, the Software, and have no rights to create derivative works from the Software. You may only use our Traffic Service and our related services for your own benefit and not to provide services for or on behalf of any other person.

6. Modifications to the Services; Updates. INRIX may, at its sole discretion, modify, add, or remove features or functions to or from the Services, or to provide programming fixes, enhancements, updates and upgrades, to the Services (collectively "**Updates**"). Notwithstanding the foregoing, you agree that INRIX has no obligation to provide you with any Updates, or make available to you any subsequent versions of the Software.

7. Privacy Policy. INRIX has established a privacy policy to explain to its customers how their information is collected and used in connection with their use of the Services ("**Privacy Policy**"). The Privacy Policy is available for your review at the following link on INRIX's web site: <http://www.inrix.com/traffic-services-sdk-privacy>. Your use of the Services signifies your acknowledgment of and agreement to the Privacy Policy and your permission for INRIX to collect and use the data you submit in connection with your use of the Services in accordance with the Privacy Policy.

8. Termination of Services.

8.1. Without limiting other remedies, INRIX may limit, suspend, or terminate your use of the Services or Software, if INRIX believes that you are in breach of these Service Terms, or if INRIX is required to do so by law. INRIX shall effect such termination by providing notice to you, and/or by preventing your access to the Services. Upon termination of your right to use the Services, you shall discontinue all use of the Services and delete all copies of the Software in your possession.

9. Intellectual Property Rights. INRIX and its suppliers shall retain all title, ownership rights, and intellectual property rights in and to the Services and Software, and any copies or portions thereof. You acknowledge that the Services and Software are protected by patent, copyright and other intellectual property laws. All trademarks, service marks or other similar items appearing in the Services and Software are the property of their respective owners, including INRIX. You agree not to take any action to jeopardize, limit, or interfere in any manner with INRIX's (or its licensors') ownership of or rights with respect to the Services or Software. Except for the rights specifically granted to you in these Service Terms, all rights in and to the Services and Software are reserved.

10. Indemnity. You agree that INRIX shall have no liability whatsoever to any third party for any use of the Services or Software by you. You agree to defend, indemnify and hold INRIX harmless from and against any and all claims, damages, liabilities, and costs and fees (including reasonable attorneys' fees) alleged or asserted by any third party against INRIX, in connection with or arising out of your use of the Services or Software.

11. WARRANTY DISCLAIMER. YOU ARE SOLELY RESPONSIBLE FOR YOUR USE OF THE SERVICES AND THE SOFTWARE. THE SERVICES AND SOFTWARE ARE PROVIDED "AS IS", WITHOUT WARRANTY OF ANY KIND, AND INRIX HEREBY DISCLAIMS ALL EXPRESS OR IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUALITY, PERFORMANCE, ACCURACY, RELIABILITY, AND NON-INFRINGEMENT. INRIX MAKES NO WARRANTY THAT THE SERVICES OR SOFTWARE WILL BE AVAILABLE, ACCESSIBLE, UNINTERRUPTED, TIMELY, SECURE, ERROR FREE OR OTHERWISE MEET YOUR EXPECTATIONS, OR THAT ANY DEFECTS OR ERRORS IN THE SERVICES OR SOFTWARE WILL BE CORRECTED. SOME JURISDICTIONS DO NOT ALLOW SOME OF THE EXCLUSIONS OR LIMITATIONS SPECIFIED ABOVE, SO THEY MAY NOT APPLY TO YOU.

12. LIMITATION OF LIABILITY. IN NO EVENT SHALL INRIX OR ITS AFFILIATES, SUPPLIERS OR PARTNERS (OR ANY OF THE FOREGOING ENTITIES' OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS) BE LIABLE FOR ANY INDIRECT DAMAGES, INCLUDING, BY WAY OF ILLUSTRATION AND NOT LIMITATION, LOST DATA, LOST PROFITS, LOST BUSINESS OR LOST OPPORTUNITY, OR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING LEGAL FEES, ARISING OUT OF THE USE OR INABILITY TO USE THE SERVICES OR SOFTWARE. IN NO EVENT WILL INRIX'S MAXIMUM CUMULATIVE LIABILITY TO YOU EXCEED THE FEES YOU HAVE PAID TO INRIX FOR USE OF THE SERVICES. YOUR SOLE AND EXCLUSIVE REMEDY WITH RESPECT TO ANY PROBLEMS OR DISSATISFACTION WITH THE SOFTWARE OR SERVICE IS TO DE-INSTALL THE SOFTWARE AND CEASE USE OF THE SERVICES. SOME JURISDICTIONS DO NOT ALLOW SOME OF THE EXCLUSIONS OR LIMITATIONS

SPECIFIED ABOVE, SO THEY MAY NOT APPLY TO YOU.

13. Government Use. The Services are a "commercial item," "commercial computer software" and "commercial computer software documentation" as defined in the US Federal Acquisition Regulations. In accordance with such provisions, any use of the Software by the US Government or any other governmental entity shall be governed solely by the Service Terms.

14. Export Controls. You shall comply with all export laws and restrictions and regulations of the US Department of Commerce, the US Department of Treasury Office of Foreign Assets Control, or other United States or foreign agency or authority, and you shall not use the Services to export, or allow the export or re-export of Software in violation of any such restrictions, laws or regulations. You represent and warrant that you are authorized to use the Services under US law and are not located in, under the control of, or a national or resident of any restricted country.

15. Applicable Law. The laws of the State of Washington, USA will exclusively govern these Service Terms, without reference to any conflicts of law principles. The United Nations Convention on Contracts for the Sale of Goods shall not apply to the Services. The sole and exclusive jurisdiction and venue for any actions related to these Service Terms or your use of the Services shall be the State and Federal courts situated in King County, Washington, USA. You hereby agree to service of process in accordance with the rules of such courts.

16. Miscellaneous.

16.1. Entire Agreement. These Service Terms set forth the entire understanding and agreement between you and INRIX with respect to the subject matter hereof. If any provision or provisions of these Service Terms are held to be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not be in any way affected. These Service Terms may only be modified by the mutual agreement of INRIX and you in writing, or as otherwise permitted herein.

16.2. Waivers. INRIX's failure to act with respect to a breach of the Service Terms by you or others does not constitute a waiver and shall not limit INRIX's rights with respect

to such breach or any subsequent breaches.

16.3. Assignment. You may not assign these Service Terms in whole or in part without INRIX's prior written consent.

16.4. Survival. The following Sections of these Service Terms shall survive its termination, howsoever occurring: 8.1, 9, 10, 11, 12, 13, 15 and 16.

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