



ORDER FORM AGREEMENT

INRIX to CITY OF LAS VEGAS

1. PARTIES.

INRIX CONTACT INFORMATION	LICENSEE CONTACT INFORMATION
Primary Contact: INRIX, Inc. 10210 NE Points Drive #400 Kirkland, WA 98033 Attn: Gary Carlin, PE (FL), PTP gary.carlin@inrix.com 425-495-5476	City of Las Vegas, a municipal corporation within the State of Nevada Billing Address: 495 South Main Street, 4 th Floor Las Vegas NV 89101 ("Licensee") Shipping Address (if different from Billing Address above): Primary Contact: Greg McDermott, Engineering Project Manager (702) 229-2143

2. TERM.

Effective Date: Date of last signature	Initial Term or Term: 5 years Is Licensee a public agency? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Automatic Renewal: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
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3. INRIX PRODUCTS.

Products	Territory
<ul style="list-style-type: none"> Safety View by General Motors Future RoadsTM & INRIX[®] is a collaborative analytics platform providing access to safety insights. Data is derived from aggregated data points from connected vehicles, roadway vehicles, with crash data coming from a local crash data repository. From there, insights may include speed distributions, vehicle volumes, seat belt usage, hard braking events, and demographics from the U.S. Census. Most data features are updated in the product quarterly. 	Las Vegas, Nevada
Do the INRIX Products include historical products? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Date range of historical INRIX Products to be provided: Not applicable Start date: End date:	

4. SCOPE OF LICENSE.

Permitted Use: <input checked="" type="checkbox"/> Licensee's internal research and analysis <input type="checkbox"/> Licensee's projects for a specific customer <input type="checkbox"/> Incorporation into Licensee's products <input type="checkbox"/> Other: _____ Details: Licensee may use the INRIX Products for its internal research and analyses as part of its Safe Streets Las Vegas Supplemental Vision Zero Action Plan provided here:	End User (check all that apply): <input type="checkbox"/> Licensee's employees and representatives <input type="checkbox"/> Licensee's customer and employees and Representatives who access the INRIX Product through Licensee's Product. <input checked="" type="checkbox"/> Authorized third parties as specified below who sign a Data Use Agreement
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Agreement 240136-JL
INRIX Safety View SaaS
Order Form

https://files.lasvegasnevada.gov/parking/visionzero/ActionPlan.pdf .	The following are authorized third parties: <ul style="list-style-type: none"> • GCW INC • PARAMETRIX INC • TBD
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5. COMPENSATION.

Licensee will pay INRIX the following compensation: <input type="checkbox"/> One-time fee OR <input checked="" type="checkbox"/> Recurring <input checked="" type="checkbox"/> Flat fee <input type="checkbox"/> Per unit/transaction fee Details: Licensee will pay a total fee of US\$800,000 payable in annual installments of \$160,000. The first payment is invoiceable upon execution of this Order Form and subsequent payments are invoiceable on the contract anniversary thereof.	Minimum revenue guarantee: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Details: Not applicable
Are fee reports required? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Reporting frequency: <input type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Other: _____ <input checked="" type="checkbox"/> Not applicable (if flat fee) Reporting is due on or before the 15th day following the end of each time period indicated above. A fee report is required monthly even if the Annual Minimum is not exceeded.
Billing frequency: <input type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input checked="" type="checkbox"/> Annually <input type="checkbox"/> Other: _____ Invoicing is in advance and as a one-time payment unless otherwise specified. Currency: <input checked="" type="checkbox"/> US Dollar <input type="checkbox"/> GBP <input type="checkbox"/> Euros <input type="checkbox"/> Other: _____	Licensee Finance Contact: accounts payable@lasvegasnevada.gov INRIX Finance Contact: For INRIX, Inc.: accountsreceivable@inrix.com Phone 425.284.3859 For INRIX UK Limited: financedepartment@inrix.com Phone: 0161 927 3600

If the INRIX Products include Safety View, the Safety View product is governed by the Safety View Terms and Conditions, available at <https://inrix.com/wp-content/uploads/2022/10/Safety-View-Standard-Terms-and-Conditions-9.1.22-FINAL.pdf>, attached hereto as Exhibit A and made a part hereof.

This Order Form may be executed in counterparts. All such counterparts will constitute the same order form and the signature of any party to any counterpart will be deemed a signature to, and may be appended to, any other counterpart. Executed copies hereof may be delivered by e-mail and upon receipt will be deemed originals and binding upon the parties hereto, regardless of whether originals are delivered thereafter.

The parties agree that this Order Form may be signed electronically via the Licensee's designated electronic signature platform, and that the electronic signatures appearing herein shall be considered the same as handwritten signatures for the purposes of validity, admissibility, and enforceability.

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IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed by their duly authorized representatives.

CITY OF LAS VEGAS "LICENSEE"

INRIX, INC.

Signature Date

Printed Name

Title

ATTEST:

LuAnn D. Holmes, MMC Date
City Clerk

APPROVED AS TO FORM:

DocuSigned by:
Carmen Gilbert
8862965F49B8449... 2/29/2024 | 1:04 PM PST

Deputy City Attorney Date

carmen gilbert
Printed Name

DocuSigned by:
Bryan Mistele
B97DFE6DCA36414... 3/4/2024 | 2:51 PM PST

Signature Date

Bryan Mistele
Printed Name

CEO
Title

SAFETY VIEW STANDARD LICENSE TERMS AND CONDITIONS

These Standard License Terms and Conditions (this “**Agreement**”) for Safety View Powered by GM Future Roads and INRIX (“**Safety View Product**”) are effective on the date shown on the Order Form (“**Effective Date**”), and is between the GM or INRIX entity described below (“**Company**”) and the customer (“**Licensee**”) indicated on the Order Form. This Agreement governs the transaction and relationship described on that Order Form. If the Company is a GM entity, the contracting entity is General Motors, LLC, a Delaware limited liability company, with its principal office at 300 Renaissance Ctr, Detroit, MI, 48243 (“**GM**”). If the Company is an INRIX entity, the contracting entity is INRIX, Inc., a Delaware corporation whose headquarters is located at 10210 NE Points Drive #400, Kirkland, WA 98033 USA (“**INRIX**”). Company 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, Company hereby grants Licensee a non-exclusive, non-transferable, non-sublicensable (except as expressly provided in this Agreement), restricted, revocable license to access and use the Safety View Product solely as permitted in the Order Form (“**Permitted Use**”), and for the permitted territory (“**Territory**”), as expressly set forth in the Order Form. Licensee may sub-license the Safety View Product only to those End Users identified in the Order Form. “**End Users**” means any employee, contractor, or customer of Licensee who accesses the Safety View Product or Data through Licensee. Licensee acknowledges and agrees that the license provided above is a subscription to the Safety View Product independent of Licensee’s actual usage of the Safety View Product. Licensee shall remain responsible to Company for its End Users’ compliance with the requirements of this Agreement.
3. **PRODUCT ACCESS.** Company will provide Licensee with unique access credentials to enable the Licensee to access the Safety View Product. 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 Safety View Product through such access credentials. Company may suspend Licensee’s access to the Safety View Product if Licensee is (i) using the Safety View Product in a manner that impacts the availability of the Safety View Product or Company’s network; (ii) using the Safety View Product in a manner that would cause a material risk to the security or operations of Company or any of its customers; (iii) distributing or uploading any computer virus, Trojan, malware or other files or programs that interrupt, destroy, or limit the functionality of the Safety View Product; (iv) using any data mining tools or software such as spiders, scrapers, robots, or similar data gathering and extraction methods to systematically collect or scrape any data or content; or (v) otherwise violates this Agreement or any terms of use set forth on the website (“**Terms of Use**”) for the Safety Product. Company will use commercially reasonable efforts to provide notice to Licensee prior to suspending access.
4. **RESTRICTIONS.** Safety View Product relies on and incorporates various types of underlying data (“**Data**”). Licensee’s license to the Safety View Product is subject to the following restrictions:
 - a. Except for Licensee Content uploaded or imported into the Safety View Product by Licensee, the Data cannot be combined or merged with any other traffic or driver services-related data not provided by Company.
 - b. Licensee may not use the Safety View Product or Data to create a competitive product. Licensee is also prohibited from redistributing, reselling or acting as a service bureau for the Safety View Product or Data.
 - c. The Safety View Product and Data must not be transferred to, or used by any competitor of, INRIX or GM in any way.
 - d. Licensee will not misrepresent the timing, source, content, or availability of the Data or information gathered from the Data.
 - e. Licensee will not use the Data: (i) in connection with the transmission, sale, license or delivery of any infringing, defamatory, offensive, or illegal products, services or materials; (ii) to copy, store, archive, or create a database of the Data; or (iii) in violation of local, state, or federal laws or regulations.
 - f. Licensee may not reverse engineer, decompile, or disassemble the Safety View Product or Data. Licensee may not create derivative works of the Safety View Product or Data.
5. **REPORTS.** Licensee may download information and materials from the Safety View Product incorporating insubstantial portions, extracts, or summaries generated from the Safety View Product and Data (“**Reports**”) and incorporate such Reports into presentations for internal use and distribution to End Users in connection with the Permitted Use identified in the Order Form in the normal course of Licensee’s business so long as INRIX and GM are identified as the source of such information. Company hereby grants to Licensee a perpetual license to access, reproduce, display,

distribute to End Users, and use such Reports for Licensee's Permitted Use as identified in the Order Form.

PRODUCT CHANGES AND UPDATES. Company may, in its sole discretion, make feature, functionality, or formatting updates to the Safety View Product. Company will use commercially reasonable efforts to provide advanced notice of such updates, and identify any updates that require modifications with the Safety View Product. Company may terminate specific markets or features upon 30 days' notice to Licensee if such markets or features are no longer offered in Company's ordinary course of business.

6. LICENSEE CONTENT. Licensee may upload Licensee Content to the Safety View Product. **"Licensee Content"** means any data, text, information, images, or video uploaded or imported to the Safety View Product by Licensee in connection with the Permitted Use. Licensee understands and agrees that Company does not independently validate the Licensee Content, and Licensee has the sole responsibility for the accuracy and completeness of the Licensee Content. Licensee represents and warrants that the Licensee Content does not contain any personal information or personal data, as defined by the applicable data protection and privacy laws; or information that is illegal, defamatory, offensive, or otherwise infringes upon a third-party's rights. As between Licensee and Company, all title and intellectual property rights in and to the Licensee Content are owned or licensed by Licensee. Licensee hereby grants INRIX and GM a non-exclusive, perpetual, irrevocable, sublicensable, transferable, royalty-free, fully paid up, worldwide license to use, access, modify, copy, or edit the Licensee Content to improve the Safety View Product and other INRIX and GM products and services.

7. IP RIGHTS. As between Licensee and Company, all title and intellectual property rights in and to the Safety View Product, Data, and related documentation, compilations, collective works, technical know-how and all rights therein, are owned or licensed by Company. All trademarks, trade dress, service marks, logos, or domain names for the Safety View Product are owned by GM. 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 Company or its suppliers. To the extent any derivative works are created using the Safety View Product or Data, Company will retain ownership of the underlying Safety View Product and Data.

8. 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 Company under this Agreement will immediately terminate, and Company's obligations to provide Safety View Product hereunder will immediately cease; (b) Licensee will immediately cease to use any Safety View Product and Data; and (c) Licensee will destroy originals and all copies of the Safety View Product, Data and other materials provided by Company under this Agreement (except Reports), 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. The Licensee shall have the right at any time to terminate this Agreement, in whole or in part, for any reason. Such termination shall become effective thirty (30) days after written notice is provided by the Licensee to INRIX. The written notice shall specify the effective date of the termination if it is to be longer than the minimum thirty (30) days required herein. INRIX shall submit a written request for incurred costs for work performed through the date of termination, and shall provide any substantiating documentation requested by Licensee. Licensee will not be entitled to any refund of amounts already paid, and will not be obligated to pay amounts not yet due.

9. PAYMENTS. Licensee will pay Company the license 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 Company; and (v) will be made in full without any proration, deduction, withholding, setoff or refunds of any kind. Fees due Company hereunder are exclusive of any fees, taxes, assessments, or other payments that Licensee is legally obligated to pay. Licensee will pay all production, handling and transmission costs associated with the receipt, transmission and use of the Safety View Product. Licensee must notify Company 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. Licensee will keep complete and accurate records relating to Licensee's and its End Users' use of the Safety View Product and Data and distribution of any Reports, and such records are subject to Company's review for purposes of verifying Licensee's compliance with this Agreement.

10. 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. Company, in its sole discretion, may without limitation suspend Licensee's access to the Safety View Product, if Licensee fails to deliver payment in accordance with this Agreement on the payment date due. Licensee shall be responsible for all collection costs necessitated by Licensee's default in payment.

11. TAXES.

- a. Definitions. (i) "Direct Tax" means any tax, fee, surcharge, or exaction of any other type which are legally imposed on Company by a tax authority, including any tax on or measured by Company's income, gross receipts (including

Ohio's Commercial Activity Tax), capital, net worth, franchise, privilege, property or any employment- related tax imposed on Company; (ii) "Transactional Tax" means any value-added tax, goods and services tax, turnover, sales, use, excise, or consumption tax that is legally imposed either jointly or severally on Licensee relating to the sale of products or services to Licensee under this Agreement. Transactional Taxes do not include any Tax that is statutorily imposed on Company that arises from Company's consumption of any product or services, including Argentine Ingresos Brutos, Brazilian PIS/COFINS social contribution taxes and ISS municipal service taxes, and IOF Financial Tax on Exchange Transactions, or other taxes of a similar nature. Transactional Tax does not include any Telecommunication Charges; (iii) "Telecommunications Charges" means any duty, levy, surcharge, fee, or similar payable that is due to any governmental (other than a tax authority), or collecting society or agency, by reason of telecommunications regulatory law or other law.

- b. Tax Cooperation. The parties will work together in good faith to generate tax efficiencies and to minimize both Direct and Transactional Taxes related to this Agreement.
- c. Direct Taxes. Company is responsible for its own Direct Taxes and may not charge or otherwise recover Direct Taxes from Licensee.
- d. Transactional Taxes. The fees under this Agreement do not include Transactional Taxes that are customarily charged on similar transactions in the relevant jurisdiction. Company will separately state these Transactional Taxes in the applicable Order Form. Company will collect such Taxes from Licensee and remit them to the relevant tax authorities, unless: (i) Licensee has provided Company with documentation that Licensee is exempt from collecting such Tax (such as a direct pay permit), or (ii) the law requires Licensee to remit such Tax directly to the tax authority.

12. 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, OR INTERRUPTION OF SERVICE HEREUNDER. EXCEPT FOR INRIX'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. NOTWITHSTANDING THE ABOVE, THE LIMITATION OF LIABILITY SHALL NOT APPLY TO THE FOLLOWING:

- i. LOSSES RESULTING FOR THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF INRIX; OR
- ii. THIRD PARTY CLAIMS COVERED BY THE INDEMNIFICATION SECTION OF THE AGREEMENT; OR
- iii. ANY LOSSES OR LIABILITIES ARISING FROM A BREACH OF THE CONFIDENTIALITY/DATA PRIVACY OBLIGATIONS SET FORTH IN THIS AGREEMENT; OR
- iv. DAMAGES ARISING OUT OF LIABILITY WHICH LAWFULLY CANNOT BE EXCLUDED OR LIMITED.

13. WARRANTIES; DISCLAIMER. NEITHER INRIX NOR GM WARRANT THE ACCURACY OR TIMELINESS OF DATA PROVIDED HEREUNDER. EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, (A) THE SAFETY VIEW PRODUCT AND DATA ARE PROVIDED BY COMPANY "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.

14. 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.

15. CONFIDENTIALITY. Each party will treat all non-public information of the other party, including such information as trade secrets, algorithms, source code and proprietary 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. NOTWITHSTANDING THE FOREGOING, INRIX UNDERSTANDS THAT LICENSEE IS A PUBLIC AGENCY WITHIN THE STATE OF NEVADA AND IS SUBJECT TO THE PROVISIONS OF NEVADA REVISED STATUTES CHAPTER 239, MORE COMMONLY KNOWN AS THE NEVADA PUBLIC RECORDS ACT, WHICH DEEMS MOST RECORDS RELATED TO THIS AGREEMENT TO BE PUBLIC RECORDS, SUBJECT TO PUBLIC DISSEMINATION, COPYING, AND DISTRIBUTION WITH OR WITHOUT LICENSEE'S NOTICE TO INRIX BEFORE OR AFTER SUCH PUBLIC DISSEMINATION, COPYING, OR DISTRIBUTION.

16. PUBLICITY. Neither party shall have the right to use the name or logo of the other party in publicity, advertising, and sales promotion without the prior written approval of the other party. INRIX may not use any of Licensee's logos without Licensee's express written approval as authorized by the City of Las Vegas City Council. Notwithstanding the foregoing, Company may include Licensee's name in public lists of its customers without obtaining Licensee's prior written consent.

17. DATA ATTRIBUTION. Attribution for the Safety View Product will use the following copyright notice "Safety View by GM Future Roads and INRIX a," or other notice as provided by Company. 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 Safety View Product, Reports, or related documentation.

18. GOVERNING LAW. Except as required by public agency laws or regulations specified in the Order Form, this Agreement will be governed by Nevada law, excluding conflict of law provisions and all disputes shall be settled in the federal courts or state courts located in Eighth Judicial District, Clark County, Nevada.

19. FEDERAL CLAUSES. The following federal clauses apply to any purchase hereunder by the Licensee from INRIX:

Clean Air Act and Federal Water Pollution Control Act:

The Company must comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Any violations must be reported to the City.

Suspension and Debarment:

This agreement is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, INRIX is required to verify that none of the Company's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

- (a) INRIX must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (b) This certification is a material representation of fact relied upon by the Licensee. If it is later determined that INRIX did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Licensee, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

Companies who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress,

or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the Licensee who in turn will forward the certification(s) to the awarding agency.

20. 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, pandemics, epidemics, life-threatening severe 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. Any legal notice to Licensee shall be delivered to: Manager, Purchasing and Contracts, City of Las Vegas, 495 South Main Street, 4th Floor, Las Vegas, Nevada 89101-2986, Fax: (702) 384-9964, Email: purchasing@lasvegasnevada.gov. 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. Licensee may not assign or otherwise transfer this Agreement, or any rights, licenses or obligations hereunder without the prior consent of other Company, such consent not to be unreasonably withheld.
- 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.

21. ENTIRE AGREEMENT. This Agreement and the Order Form 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.

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