Massachusetts Department of Transportation (MASSDOT) – StreetLight Data, Inc.
Terms & Conditions

"**Data Products**" means StreetLight's proprietary compilations of geospatial materials created from StreetLight's data analytics technology platform and software (StreetLight Route Science® and StreetLight Insight®) including but not limited to polygons, attributes, latitudes/longitudes, and metrics (which are inherently subjective and may contain errors).

"**Subscribed Output**" means the materials generated (e.g. analyses, metrics, data tables, etc.) as output as specified in the Order. Outputs will include, for example, Origin-Destination travel patterns for specified time periods (e.g. hourly, AM peak, PM peak, etc.) for a typical weekday, Saturday, and Sunday at the level of census block group for each year starting in 2016 for auto and 2018 for bicycle and pedestrian modes; or, Zone-crossing travel patterns for before/after comparisons at the level of a corridor or intersection for specified time periods (e.g. hourly, AM peak, PM peak, etc.) for specified date periods (e.g. Q1 2016 vs Q1 2017). Downloads will include Trip Attributes (mode, trip duration, length, speed, circuity) and Traveler Attributes (income, race, education, family status, and trip purpose). All of these metrics are available as a data download in a CSV file and SHP format.

"**Subscription**" means MASSDOT's access to StreetLight's Data Products and the purchase and use of Subscribed Output under the terms of this Agreement and any applicable Order that specifies the Data Products to be accessed, the scope of access, permitted use, and any special restrictions.

"**User(s)**" means a specific individual or individuals (e.g., an employee or named consultant contractor of MASSDOT) designated by MASSDOT and permitted to access the Data Products and receive and use the Subscribed Output on behalf of MASSDOT under the Order.

"**Confidential Information**" means the proprietary information, technical data, trade secrets or know-how, including, but not limited to, ideas, works of authorship, research, product plans, products, services, customers, customer lists, markets, software, developments, inventions, processes, formulas, technology, designs, drawings, engineering, hardware configuration information, marketing, finances or other business information disclosed by a party or a party's affiliate (collectively, the "Disclosing Party") either directly or indirectly in writing, orally or by drawings or inspection of parts or equipment to the other party (the "Receiving Party").

1. Grant of License

StreetLight grants to MASSDOT, for the subscription term, a non-exclusive license to access the Data Products and purchase the Subscribed Output solely for governmental transportation planning and operational analyses.

2. Identification of Users

MASSDOT shall identify the Users to StreetLight and shall supply only Users identified to StreetLight with access to the Data Products and Subscribed Output. MASSDOT shall supply Users access to the Data Products and Subscribed Output only in accordance with the provisions of this Agreement. StreetLight acknowledges that MASSDOT may deliver the Subscribed Output to named consultants who are performing subcontracting services in support of the Order MASSDOT shall be responsible for ensuring that Users access the Subscribed Output and Data Products only in accordance with the provisions of this Agreement.

3. Ownership of Data Products

As between StreetLight and MASSDOT, all rights, title, and interest in and to all intellectual property rights in StreetLight's Confidential Information and the Data Products, but not including the Subscribed Output, are owned exclusively by StreetLight. As between StreetLight and MASSDOT, all Subscribed Output (not including any part of StreetLight's Confidential Information, and Data Products that may be incorporated into such Subscribed Output) shall be deemed owned by MASSDOT but MASSDOT expressly acknowledges that the Subscribed Output may not be unique and may be substantially similar in whole or part to results produced for another customer of StreetLight requesting similar analysis and product using

similar data sources. StreetLight shall have an as-is, royalty-free, worldwide, non-exclusive, transferable, sub-licensable, irrevocable, perpetual right to make, use, sell, offer for sale, import, or otherwise incorporate into the Data Products, any suggestions, enhancements, recommendations or other feedback provided by MASSDOT.

4. Limitations on Access

MASSDOT shall not: (a) sell, lease or sublease access to the Data Products; (b) copy, decompile, or reverse engineer any portion of the Data Products; (c) use the Data Products to provide third party processing services to other parties, commercial timesharing, rental or sharing arrangements, or on a "service bureau" basis; (d) remove any Vendor titles, trademark symbols, copyright symbols and restrictive legends; (e) bypass or disable any protections that may be put in place to provide security for the Data Products or to protect against unlicensed use of the Data Products; (f) use the Data Products to store, transmit or produce infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights; (g) introduce into the Data Products, or use the Data Products to transmit, viruses, Trojan horses and other harmful or malicious code; (h) interfere with or disrupt the integrity or performance of the Data Products or third-party data contained therein; or (i) use the Data Products with any products, systems, or applications for or in connection with (1) real time navigation or route guidance, including but not limited to turn-by-turn route guidance that is synchronized to the position of a User's or a third party's sensor-enabled device; or (2) any systems or functions for automatic or autonomous control of vehicle behavior.

5. No Re-identification

With respect to the use of the Subscribed Output, MASSDOT represents and warrants that: (i) it does not have the ability to use the Subscription and the Subscribed Output to determine the identity of any specific person; (ii) it shall make no attempt to obtain data permitting it to use the Subscription and the Subscribed Output to determine the identity of any person; (iii) it will not accept any information from any third party that permits the use of the Subscribed Output to make such an identification; and (iv) it will make no such identification.