

StreetLight Data, Inc. – Terms & Conditions

These StreetLight Data Terms & Conditions are hereby attached to the NASPO Valuepoint Cloud Solutions Master Agreement NO. AR2488 (“Master Agreement”), as pertains to each Participating Addendum between StreetLight Data, Inc. (“Partner”) and a Participating Entity.

“Data Products” means Partner’s proprietary compilations of geospatial materials created from Contractor’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 as output as specified in the [Order].

“Subscription” means Participating Entity’s access to Partner’s Data Products and the purchase and use of Subscribed Output under the terms of this Agreement and any applicable Statement of Work 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 Participating Entity) designated by Participating Entity and permitted to access the Data Products and receive and use the Subscribed Output on behalf of Participating Entity under [an Order].

1. Grant of License: Partner grants to Participating Entity, 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: Participating Entity shall identify the Users to Partner and shall supply only Users identified to Partner with access to the Data Products and Subscribed Output. Participating Entity shall supply Users access to the Data Products and Subscribed Output only in accordance with the provisions of the Master Agreement. Partner acknowledges that Participating Entity may deliver the Subscribed Output to named consultants who are performing subcontracting services in support of the [Order]. Participating Entity shall be responsible for ensuring that Users access the Subscribed Output and Data Products only in accordance with the provisions of the Master Agreement.

3. Ownership of Data Products: As between Partner and Participating Entity, all rights, title, and interest in and to all intellectual property rights in Partner’s Confidential Information and the Data Products, but not including the Subscribed Output, are owned exclusively by Partner. As between Partner and Participating Entity, all Subscribed Output (not including any part of Partner’s Confidential Information, and Data Products that may be incorporated into such Subscribed Output) shall be deemed owned by Participating Entity but Participating Entity 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 Partner requesting similar analysis and product using similar data sources. Partner 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 Participating Entity

4. Limitations on Access: Participating Entity 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 of Partner’s 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 the automatic or autonomous control of vehicle behavior.

5. No Re-identification: With respect to the use of the Subscribed Output, Participating Entity 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.