

**San Bernardino County Transportation Authority
San Bernardino Transportation Analysis Model (SBTAM)
User Agreement**

This User Agreement (Agreement) is made and entered into this ____ day of _____, _____ by and between San Bernardino County Transportation Authority (SBCTA) and _____ (“User”) for SBCTA’s release to User of (check appropriate product(s) below):

- 1. A free list of Vendors with paid access to current SBTAM modeling files
- 2. Free access to an interactive SBTAM Traffic Volume Map
- 3. For-fee access to SBTAM modeling files.

The User hereby acknowledges and agrees as follows:

1.0 Vendor List

- 1.1 Modeling services offered, and fees for those services, are set by the vendors, and are not regulated by SBCTA. Any issues with services rendered must be resolved between the requestor and the vendor. However, please notify SBCTA at sbtam@gosbcta.com should any issues arise so that SBCTA is aware.
- 1.2 The Vendor List is for the sole use of Users who have accepted SBCTA’s terms and conditions by executing a User Agreement. As such, the User shall not disclose the Vendor List to others unless required to do so by law.

2.0 Traffic Volume Map

- 2.1 The User acknowledges that this page provides access to raw model volumes produced by SBTAM. The model has been calibrated and validated at a regional level, so differences from individual traffic count volumes are expected. All model volumes are subject to engineering judgement and localized validation and/or post processing.
- 2.2 The Traffic Volume Map is for the sole use of Users who have accepted SBCTA’s terms and conditions by executing a User Agreement. As such, the User shall not disclose access to the Traffic Volume Map application to others unless required to do so by law.

3.0 SBTAM Modeling Files

3.1 User Fee Structure for SBTAM Modeling Files

SBTAM has a User Fee structure for non-public agency users as follows:

- First year of access to SBTAM files: \$5,000
- Annual maintenance fee after first year: \$1,000

Non-public agency users agree to pay SBCTA for the use of SBTAM under the User Fee Structure. The User will be emailed an invoice and will receive access to the SBTAM files once the signed Agreement and fee have been received by SBCTA.

3.2 SBTAM Modeling Files Agreement Term

This Agreement establishes that the User is licensed to utilize SBTAM for 365 days after payment has been processed and the User has received access to the SBTAM modeling files.

3.3 Current version of SBTAM Modeling Files

- 3.3.1 SBCTA updates SBTAM periodically. SBCTA will provide the latest version of SBTAM at the time of request. SBTAM 3.1 became available in March 2024. It was calibrated to run using TransCAD Version 9.0 Build 32920 64-bit. The User can check the shared model folder for updated versions with documentation during their agreement period.
- 3.3.2 SBTAM versions are built to operate using a specific version of TransCAD. Using a different version of TransCAD other than the one specified is done at the risk of the User as model functionality and results cannot be guaranteed.
- 3.3.3 This Agreement gives the User solely a non-exclusive revocable license to access and use, as limited herein, SBTAM and the data therein. User agrees that SBTAM is the sole property of SBCTA and that the data therein is the sole property of SBCTA and/or third-party providers of data. Sale and distribution of SBCTA and datasets is prohibited.

3.4 Conditions for Release

- 3.4.1 As consideration for the release to User of SBTAM, the User agrees to all terms and conditions of release described in this Agreement.
- 3.4.2 SBTAM is the property of SBCTA. SBTAM shall be properly credited in a report, deliverables, work product, or publication.
- 3.4.3 The User is responsible, at its own expense, for the purchase and maintenance of TransCAD from Caliper Corporation. The User agrees to abide by all copyright use restrictions, and other conditions of sale of TransCAD by Caliper Corporation.
- 3.4.4 SBTAM is for the sole use of Users who have accepted SBCTA's terms and conditions by executing a User Agreement. As such, the User shall not distribute SBTAM to others unless required to do so by law.
- 3.4.5 SBCTA will provide information about all potential bugs, data changes, and updates to the model on the shared link, which will be available to the User during the Agreement Term. Users are encouraged to report issues and enhancements back to SBCTA. User-submitted issues/enhancements will be addressed in future versions of SBTAM at the sole discretion of SBCTA.

3.5 Technical Assistance; No Warranty

- 3.5.1 SBCTA will provide to the User copies of the SBTAM network, zone system, demographic data set, program control batch files, and any other files necessary to operate SBTAM.
- 3.5.2 SBCTA retains the right to change, update, or withdraw permission to use SBTAM and to terminate this Agreement without notice at any time for any reason.
- 3.5.3 SBCTA makes no warranty or representation as to the accuracy or suitability for a particular purpose of SBTAM or data sets provided for use with SBTAM, and SBCTA disclaims all warranties, specifically the warranties of merchantability and particular

purpose. User releases SBCTA from any claims, judgments, or damages, consequential or direct, arising from any errors or omissions within SBTAM and the data provided, or any part thereof, or arising from any reliance upon SBTAM or data or omission therefrom.

- 3.5.4 Any conclusions, determinations or opinions formed or expressed by the User or representations made by the User based upon SBTAM output data are the sole responsibility of the User. Should User make any modification to the transportation networks, demographic data sets, software, or model parameters, User shall not characterize the resulting forecasts as originating from, belonging to, or being endorsed by SBCTA, unless such modifications have been initiated by SBCTA. Instead, User shall characterize such results as based on User's modifications of SBTAM.
- 3.5.5 The User is responsible for reviewing model data and for proper application of model results. The User agrees to bear the cost of updating SBTAM for its own purposes. While SBCTA endeavors to maintain current and accurate growth forecast and transportation data, the User is ultimately responsible for ensuring the validity of the data and proper application of SBTAM. SBCTA makes no representations or warranties as to appropriate application SBTAM for any particular purpose.
- 3.5.6 The User will communicate to SBCTA at the completion of the modeling portion of its project, or at intermediate points as appropriate, any corrections or enhancements to the model network, socio-economic data, or other factors and data that will contribute to the improvement of SBTAM. SBCTA will review the proposed corrections or enhancements and make a determination regarding whether those changes should be incorporated into the master files.

4.0 Miscellaneous Terms and Conditions

- 4.1 All terms and conditions of this Agreement shall be binding upon User and any employee or agent of User. Any breach of any other duties or obligations specified herein by any of User's employees, agents or third parties shall be deemed to be a breach on the part of the User.
- 4.2 This Agreement is intended as the complete integration of all understandings between the parties. No prior or contemporaneous representation or agreement, written or oral, shall have any force or effect whatsoever, unless embodied herein in writing. No subsequent novation, renewal, addition, deletion, or other amendment hereto shall have any force or effect unless embodied in a written amendment signed by both parties. Any SBCTA waiver of any alleged breach of any term or condition by the User, its employee(s) or agent(s) shall not effect a waiver of any subsequent breach.
- 4.3 **All notices required and permitted pursuant to this Agreement shall be in writing.** Notices sent by mail shall be by United States Mail, postage paid, certified mail (return receipt requested). Any and all notices permitted or required to be given hereunder shall be deemed duly given and received: (a) upon actual delivery, if delivery is personally made or if made by email during regular business hours; (b) the first business day following delivery by email when not made during regular business hours; or (c) on the fourth business day after deposit of such notice into the United States Mail. Each such notice shall be sent to the respective party at the address indicated below or to any other address as the respective parties may designate from time to time by a notice given in accordance with this Article. User shall notify SBCTA of any contact information changes within ten (10) business days of the change.

To User	To SBCTA
Address:	1170 W. 3 rd Street, 2 nd Floor
	San Bernardino, CA 92410-1715
Attn:	Attn: Ginger Koblasz
Email:	Email: gtkoblasz@gosbcta.com

4.4 The User warrants that it possesses the legal authority to enter into this Agreement. The undersigned also warrants that she/he is duly authorized to enter into this agreement on behalf of the User and to bind the User to its terms and conditions.

4.5 SBCTA shall not be responsible for any damage or liability occurring by reason of anything done or omitted to be done under, or in connection with this Agreement. User agrees to defend (with legal counsel reasonably approved by SBCTA), indemnify and hold harmless SBCTA, its officers, employees and agents, from and against any and all actions, damages, costs, liabilities, claims, demands, losses, judgments, penalties, costs and expenses including attorney’s fees (“Liabilities”) arising out of or in any way connected with anything done or omitted to be done in connection with the Agreement or with the SBTAM, except for those Liabilities arising out of the sole negligence or willful misconduct of SBCTA.

5.0 Remedies

In the event of any breach of this Agreement, the sole and exclusive remedies are termination of this Agreement pursuant to Section 3.5.2 of this Agreement, and, further, SBCTA may seek an injunction or pursue an action for damages in the event that SBCTA believes that User’s use of the Data is not in accordance with the terms of this Agreement.

Signature of Requesting Agency/Vendor (“User”)

Date

Print Name