



End User License Agreement and Privacy Policy

Rhythm Engineering, LLC

14019 W 95th St, Lenexa, KS 66215

Effective Date: July 10, 2026 | Version: 1.0

End User License Agreement (EULA)

This End User License Agreement (this “Agreement”) is a legally binding agreement between **Rhythm Engineering, LLC**, a Kansas limited liability company with its principal place of business at 14019 W 95th St, Lenexa, KS 66215 (“Rhythm Engineering,” “we,” “us,” or “our”), and the individual or entity accessing or using the TraffIQ software platform (“you,” “your,” or “User”).

BY CREATING AN ACCOUNT, CLICKING “I AGREE,” OR ACCESSING OR USING TRAFFIQ, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD, AND AGREE TO BE BOUND BY THIS AGREEMENT. IF YOU DO NOT AGREE, DO NOT ACCESS OR USE TRAFFIQ. IF YOU ARE ACCEPTING ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE AUTHORITY TO BIND THAT ENTITY, AND “YOU” REFERS TO THAT ENTITY.

1. Definitions

- “TraffIQ” or the “Software” means the web-based software platform available at traffiq.rhythm.engineering, including all features, tools, analyses, reports, updates, and related documentation, which provides traffic engineering analysis capabilities including, without limitation, traffic signal warrant analysis, multi-way stop control analysis, all-way stop control (AWSC) level of service analysis, two-way stop control (TWSC) level of service analysis, and multimodal level of service analysis.
- “User Data” means data you upload, import, enter into, or generate within TraffIQ, including intersection data such as vehicle, pedestrian, and bicycle counts, whether entered manually, imported from files, or obtained through integration with Rhythm Engineering products such as Game|Changer™.
- “Outputs” means analyses, results, computations, reports, charts, and other materials generated by the Software from User Data.
- “Authorized User” means an individual you authorize to use TraffIQ under your account, such as your employees, contractors, or consultants acting on your behalf.

2. License Grant

Subject to your compliance with this Agreement and payment of all applicable fees, Rhythm Engineering grants you a limited, non-exclusive, non-transferable, non-sublicensable, revocable license to access and

use TraffiQ during the term of this Agreement solely for your internal business purposes in connection with traffic engineering studies and analyses. All rights not expressly granted are reserved by Rhythm Engineering.

3. Restrictions

You shall not, and shall not permit any third party to:

- Copy, modify, adapt, translate, or create derivative works of the Software;
- Reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code, algorithms, methods, or underlying structure of the Software, except to the extent expressly permitted by applicable law;
- Rent, lease, lend, sell, sublicense, distribute, or otherwise transfer the Software or access to it to any third party;
- Circumvent, disable, or interfere with security-related or access-control features of the Software;
- Use the Software to develop a competing product or service, or for benchmarking or competitive analysis without our prior written consent;
- Use automated means (bots, scrapers, crawlers) to access the Software except through interfaces we expressly provide;
- Upload or transmit viruses, malware, or other harmful code, or use the Software in violation of any applicable law or regulation; or
- Remove, alter, or obscure any proprietary notices in the Software or its Outputs.

4. Accounts and Access

You must provide accurate account information and keep your login credentials confidential. You are responsible for all activity occurring under your account, including activity of your Authorized Users, and you agree to notify us promptly at support@rhythmtraffic.com of any unauthorized access or use. We may suspend or terminate accounts that violate this Agreement or that we reasonably believe pose a security risk.

5. User Data; Responsibility for Inputs

As between you and Rhythm Engineering, you retain all right, title, and interest in and to your User Data. You grant Rhythm Engineering a non-exclusive, worldwide, royalty-free license to host, store, process, transmit, display, and reproduce User Data solely as necessary to provide, maintain, secure, and improve the Software and to comply with applicable law.

You are solely responsible for the accuracy, quality, completeness, legality, and appropriateness of all User Data, including data imported from third-party sources or from Game|Changer™. You represent and warrant that you have all rights and permissions necessary to submit User Data to the Software. Rhythm Engineering does not verify, validate, or audit User Data, and the quality of all Outputs depends directly on the quality of the User Data you provide.

6. Professional Responsibility; No Engineering Advice

IMPORTANT: TRAFFIQ IS AN ANALYTICAL TOOL INTENDED FOR USE BY QUALIFIED TRAFFIC ENGINEERING PROFESSIONALS. IT DOES NOT PROVIDE ENGINEERING ADVICE, AND ITS OUTPUTS DO NOT CONSTITUTE ENGINEERING DECISIONS, RECOMMENDATIONS, DESIGNS, OR CERTIFICATIONS.

You acknowledge and agree that:

- Outputs are computational aids only. All analyses generated by the Software, including signal warrant analyses, stop control analyses, level of service analyses, and multimodal analyses, are intended to assist, not replace, the independent professional judgment of a qualified, and where required by law, licensed professional engineer;
- You (or a licensed professional engineer engaged by you) are solely responsible for reviewing, verifying, interpreting, sealing where applicable, and approving all Outputs before they are relied upon, submitted to any governmental authority, or used in any design, study, recommendation, or decision affecting public infrastructure or safety;
- The Software applies published methodologies and industry references (which may include, for example, methodologies consistent with the Manual on Uniform Traffic Control Devices (MUTCD) and the Highway Capacity Manual (HCM)). Such methodologies are subject to revision, jurisdiction-specific amendments, and interpretation, and it is your responsibility to confirm that the methodology, edition, parameters, and assumptions used are appropriate for your project and jurisdiction;
- Traffic engineering decisions, including decisions regarding traffic control devices, intersection control, and roadway design, can affect public safety. Rhythm Engineering has no control over, and assumes no responsibility for, decisions made or actions taken in reliance on the Software or its Outputs; and
- Rhythm Engineering is not engaged in the practice of engineering through the provision of the Software, and no professional engineer-client relationship is created by this Agreement or your use of the Software.

7. Intellectual Property

The Software, including all software code, algorithms, user interfaces, designs, databases, documentation, trademarks (including TraffIQ™ and Game|Changer™), and all improvements and derivatives thereof, is and remains the exclusive property of Rhythm Engineering and its licensors, protected by intellectual property laws of the United States and other jurisdictions. This Agreement grants you a license to use the Software; it does not sell or transfer any ownership interest. If you provide feedback or suggestions regarding the Software, you grant Rhythm Engineering a perpetual, irrevocable, royalty-free right to use such feedback without restriction or obligation to you.

8. Third-Party Services and Integrations

The Software may interoperate with other Rhythm Engineering products (such as Game|Changer™) and may rely on third-party hosting, infrastructure, or data services. Your use of other Rhythm Engineering

products is governed by their respective agreements. Rhythm Engineering is not responsible for third-party services, networks, or data sources that it does not control, or for interruptions or errors originating from them.

9. Confidentiality

Each party (the “Receiving Party”) may receive non-public information from the other party (the “Disclosing Party”) that is designated as confidential or that a reasonable person would understand to be confidential given its nature and the circumstances of disclosure (“Confidential Information”). Your Confidential Information includes non-public User Data; ours includes non-public features, pricing, documentation, and security information regarding the Software. The Receiving Party shall: (a) use the Disclosing Party’s Confidential Information only to perform its obligations or exercise its rights under this Agreement; (b) protect it using at least the same degree of care it uses for its own similar information, and no less than reasonable care; and (c) not disclose it to any third party except to employees, contractors, and service providers who need to know it and are bound by confidentiality obligations at least as protective as this Section.

Confidential Information does not include information that: (i) is or becomes publicly available through no fault of the Receiving Party; (ii) was known to the Receiving Party without restriction before disclosure; (iii) is independently developed without use of the Disclosing Party’s Confidential Information; or (iv) is rightfully received from a third party without confidentiality obligations. The Receiving Party may disclose Confidential Information to the extent required by law, regulation, subpoena, or public-records obligation (including obligations applicable to governmental entities), provided that, where legally permitted, it gives the Disclosing Party prompt notice and reasonable cooperation to seek protective treatment. These obligations survive termination of this Agreement for three (3) years, except with respect to trade secrets, which remain protected for as long as they qualify as trade secrets under applicable law.

10. Fees and Payment

Access to the Software may be subject to subscription fees or other charges as set forth in an applicable order form, quote, or purchase agreement between you and Rhythm Engineering (“Order”). Except as expressly stated in an Order, all fees are non-refundable. We may suspend access for non-payment after reasonable notice.

11. Term; Suspension; Termination

This Agreement is effective upon your first acceptance or use of the Software and continues until terminated. Either party may terminate this Agreement upon written notice if the other party materially breaches this Agreement and fails to cure within thirty (30) days of notice. We may suspend or terminate your access immediately if we reasonably believe your use poses a security risk, violates law, or violates Sections 3 (Restrictions) or 6 (Professional Responsibility).

Upon termination: (a) your license and access rights end immediately; (b) you must cease all use of the Software; and (c) upon written request made within thirty (30) days after termination, we will make

your User Data available for export in a commercially reasonable format, after which we may delete User Data in accordance with our data retention practices. Sections 5–7, 9, and 12–17 survive termination.

12. Disclaimer of Warranties

THE SOFTWARE, ALL OUTPUTS, AND ALL RELATED SERVICES ARE PROVIDED “AS IS” AND “AS AVAILABLE,” WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND. TO THE MAXIMUM EXTENT PERMITTED BY LAW, RHYTHM ENGINEERING AND ITS LICENSORS DISCLAIM ALL WARRANTIES, EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, ACCURACY, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.

WITHOUT LIMITING THE FOREGOING, RHYTHM ENGINEERING DOES NOT WARRANT THAT: (A) THE SOFTWARE WILL BE UNINTERRUPTED, ERROR-FREE, OR SECURE; (B) OUTPUTS WILL BE ACCURATE, COMPLETE, CURRENT, OR SUITABLE FOR ANY PARTICULAR PROJECT, JURISDICTION, OR REGULATORY SUBMISSION; (C) THE SOFTWARE WILL SATISFY ANY LEGAL, REGULATORY, OR PROFESSIONAL STANDARD APPLICABLE TO YOUR WORK; OR (D) DEFECTS WILL BE CORRECTED. YOU ASSUME ALL RISK ARISING FROM YOUR USE OF THE SOFTWARE AND RELIANCE ON ANY OUTPUT.

13. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT WILL RHYTHM ENGINEERING OR ITS MEMBERS, MANAGERS, OFFICERS, EMPLOYEES, AGENTS, OR LICENSORS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, OR FOR ANY LOSS OF PROFITS, REVENUE, DATA, GOODWILL, OR BUSINESS OPPORTUNITY, OR FOR COSTS OF SUBSTITUTE SERVICES, ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE SOFTWARE, WHETHER BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR ANY OTHER THEORY, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

WITHOUT LIMITING THE FOREGOING, RHYTHM ENGINEERING WILL HAVE NO LIABILITY FOR ANY CLAIM, LOSS, DAMAGE, INJURY, OR DEATH ARISING FROM OR RELATED TO: (A) ENGINEERING, DESIGN, TRAFFIC CONTROL, OR INFRASTRUCTURE DECISIONS MADE IN RELIANCE ON THE SOFTWARE OR ITS OUTPUTS; (B) ERRORS, OMISSIONS, OR INACCURACIES IN USER DATA; OR (C) YOUR FAILURE TO HAVE OUTPUTS REVIEWED AND APPROVED BY A QUALIFIED PROFESSIONAL ENGINEER.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, RHYTHM ENGINEERING’S TOTAL CUMULATIVE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE SOFTWARE WILL NOT EXCEED THE GREATER OF (A) THE AMOUNTS ACTUALLY PAID BY YOU TO RHYTHM ENGINEERING FOR THE SOFTWARE IN THE TWELVE (12) MONTHS PRECEDING THE EVENT GIVING RISE TO THE CLAIM, OR (B) ONE HUNDRED U.S. DOLLARS (\$100). THE PARTIES ACKNOWLEDGE THAT THESE LIMITATIONS ARE AN ESSENTIAL BASIS OF THE BARGAIN AND WILL APPLY EVEN IF ANY LIMITED REMEDY FAILS OF ITS ESSENTIAL PURPOSE. SOME JURISDICTIONS DO NOT ALLOW CERTAIN LIMITATIONS, SO SOME OF THE ABOVE MAY NOT APPLY TO YOU.

14. Indemnification

You agree to defend, indemnify, and hold harmless Rhythm Engineering and its members, managers, officers, employees, and agents from and against any and all claims, demands, actions, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or related to: (a) your use or misuse of the Software or Outputs; (b) your User Data, including any claim that User Data infringes or misappropriates the rights of a third party or violates law; (c) any engineering study, recommendation, design, submission, or decision made by you or your clients using or relying on the Software or Outputs; (d) your breach of this Agreement; or (e) your violation of applicable law or the rights of any third party. We reserve the right, at your expense, to assume exclusive defense and control of any matter subject to indemnification by you, and you agree to cooperate with our defense.

15. Governing Law; Dispute Resolution

This Agreement is governed by the laws of the State of Kansas, without regard to its conflict of laws principles. The United Nations Convention on Contracts for the International Sale of Goods does not apply. The exclusive venue for any dispute arising out of or relating to this Agreement or the Software shall be the state or federal courts located in Johnson County, Kansas, and each party consents to the personal jurisdiction of such courts and waives any objection to venue. TO THE EXTENT PERMITTED BY LAW, EACH PARTY WAIVES ANY RIGHT TO A JURY TRIAL AND TO PARTICIPATE IN A CLASS ACTION. Any claim must be brought within one (1) year after the cause of action accrues, or it is permanently barred.

16. Modifications to the Software and this Agreement

We may modify, update, or discontinue features of the Software at any time. We may update this Agreement from time to time; if we make material changes, we will provide notice through the Software or by email to the address associated with your account. Your continued use of the Software after the effective date of an updated Agreement constitutes acceptance of the changes.

17. General Provisions

This Agreement, together with any applicable Order and the Privacy Policy below, constitutes the entire agreement between you and Rhythm Engineering regarding the Software and supersedes all prior or contemporaneous agreements on that subject. You may not assign this Agreement without our prior written consent; we may assign it in connection with a merger, acquisition, or sale of assets. If any provision is held unenforceable, it will be modified to the minimum extent necessary and the remainder will remain in effect. Our failure to enforce a provision is not a waiver. Neither party is liable for delays or failures caused by events beyond its reasonable control. Notices to Rhythm Engineering must be sent to: Rhythm Engineering, LLC, Attn: Legal, 14019 W 95th St, Lenexa, KS 66215, or support@rhythmtraffic.com.

Privacy Policy

This Privacy Policy describes how **Rhythm Engineering, LLC** (“Rhythm Engineering,” “we,” “us,” or “our”) collects, uses, stores, and protects information in connection with the TraffIQ software platform available at traffiq.rhythm.engineering (the “Service”). By using the Service, you agree to the practices described in this Privacy Policy.

1. Information We Collect

We intentionally collect only the minimum personal information needed to operate the Service:

- **Account information.** When you register, we collect and store your login email address and name. Within the service we store PE license information for sealing reports. These are the only items of personal information we store about you as part of your account. We do not require or store your phone number, physical address, payment card details, or other personal identifiers within the Service.
- **Project and intersection data.** In the course of using the Service, you may upload, enter, or import traffic study data, such as intersection geometry and vehicle, pedestrian, and bicycle counts, whether entered manually, imported from files, or transferred from our Game | Changer™ product. This data describes roadway conditions and traffic volumes; it is not personal information about individuals, and we do not use it to identify any person.
- **Technical and usage information.** Like most web services, our servers may automatically log technical information such as IP address, browser type, device information, pages accessed, and timestamps for security, troubleshooting, and service-improvement purposes.

2. How We Use Information

We use the information described above to:

- Provide, operate, maintain, and secure the Service, including authenticating your login;
- Process and store your traffic study data so you can run analyses and generate reports;
- Communicate with you about your account, including service notices, security alerts, and support responses;
- Monitor, troubleshoot, and improve the performance, reliability, and features of the Service; and
- Comply with legal obligations and enforce our agreements.

We do not sell your personal information, and we do not use your email address for third-party advertising.

3. Your Traffic Study Data

Intersection and count data you submit to the Service remains yours, as described in the EULA above. We access this data only as necessary to operate the Service, to provide support you request, to maintain security, or as required by law. We may use aggregated or de-identified data that does not

identify you or any individual for purposes such as improving our analytical methodologies and products. Where your data is transferred from Game|Changer™, that transfer occurs within Rhythm Engineering systems and is subject to this Privacy Policy and the agreements governing your use of Game|Changer™.

4. How We Share Information

We do not sell or rent personal information. We share information only in the following limited circumstances:

- Service providers. We may use reputable third-party providers (such as cloud hosting and email delivery providers) that process information on our behalf under contractual confidentiality and security obligations, solely to provide the Service.
- Legal requirements. We may disclose information if required by law, subpoena, or court order, or where we believe disclosure is necessary to protect our rights, the safety of any person, or the security of the Service.
- Business transfers. If Rhythm Engineering is involved in a merger, acquisition, financing, or sale of assets, information may be transferred as part of that transaction, subject to this Privacy Policy or a successor policy providing comparable protection.

5. Data Storage and Security

We use commercially reasonable administrative, technical, and physical safeguards designed to protect information against unauthorized access, alteration, disclosure, or destruction, including access controls and encryption of data in transit. We use SOC 2 compliant hosting providers with data centers located in the United States. No method of transmission or storage is completely secure, and we cannot guarantee absolute security. You are responsible for maintaining the confidentiality of your login credentials.

6. Data Retention

We retain your login email for as long as your account is active and as needed to comply with legal obligations and resolve disputes. We retain your traffic study data for as long as your account is active or as otherwise agreed. Following account termination, we will delete or de-identify data within a commercially reasonable period, except where retention is required by law or for backup integrity, after which backups are cycled out in the ordinary course.

7. Your Choices and Rights

You may access and update your account email through the Service or by contacting us. You may request deletion of your account and associated data by contacting us at support@rhythmtraffic.com. Depending on your jurisdiction, you may have additional rights regarding your personal information (such as rights of access, correction, deletion, or portability), and we will honor valid requests as required by applicable law. Because the only personal information we store is your login email, most such requests can be fulfilled quickly.

8. Children's Privacy

The Service is a professional tool intended for use by traffic engineering professionals and organizations. It is not directed to children, and we do not knowingly collect personal information from anyone under the age of 18. If you believe a minor has provided us personal information, please contact us and we will delete it.

9. International Users

The Service is operated from the United States. If you access the Service from outside the United States, you understand that your information will be transferred to and processed in the United States, where data protection laws may differ from those in your jurisdiction.

10. Changes to This Privacy Policy

We may update this Privacy Policy from time to time. If we make material changes, we will provide notice through the Service or by email before the changes take effect. The "Effective Date" above indicates when this Privacy Policy was last revised. Your continued use of the Service after changes become effective constitutes acceptance of the revised policy.

11. Contact Us

If you have questions about this Agreement or this Privacy Policy, or wish to exercise any privacy rights, contact us at:

Rhythm Engineering, LLC

Attn: Legal / Privacy

14019 W 95th St, Lenexa, KS 66215

Email: support@rhythmtraffic.com

Phone: 913-227-0603

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