

## Terms of Use Agreement

### 1. General.

1.1 This Agreement governs the use of the N-CAST shapefile. The shapefile and the information it contains are provided as a service to the user by ATRI under contract DTHF61-07-C-00019 to FHWA, Office of Freight Management and Operations. Unauthorized attempts to access or modify any information located on this shapefile, to defeat or circumvent security measures, or to use this system for other than its intended purposes are forbidden and may result in termination of USER access and use .

1.2 ATRI reserves the right, in coordination with FHWA, to change or modify all or any part of this Agreement at any time, effective immediately upon notice published on the N-CAST site. Your use of the N-CAST shapefile and related services consists of your acceptance of these terms and conditions, including any changes or modifications made by ATRI as permitted above. If at any time you no longer accept the terms and conditions of this Agreement, you should immediately notify ATRI and cease use of the N-CAST and related services.

### 2. Managing Content.

ATRI reserves the right to delete, move or edit any content. ATRI has the right but not the obligation to correct any errors or omissions in any content.

### 3. No Support/Modifications.

The data or products are provided without any support or maintenance, and without any obligation to provide the User with modifications, improvements, or updates of the data or products.

### 4. Security.

You shall be solely responsible for any authorized or unauthorized use of your username and password by any person or party. You agree to bear all responsibility for the confidentiality of your account and all products resulting from the use of the web site and related services with your account. You agree to accept responsibility for all activities occurring under your account.

### 5. Access Control.

The link to access the N-CAST provided by ATRI will only be used by you to access the data.

### 6. Use of data and products.

The user agrees to:

- 1). communicate intended uses and only use the Information and data outputs obtained from the N-CAST for the purpose specified.
- 2). describe the data and/or Information resulting from this service as industry-generated Information, and not reference specific carriers and/or technology vendors.

3). reference "ATRI as the FPM manager and FHWA as the FPM sponsor" as appropriate in any information that is generated through the N-CAST.

7. Restrictions of Liability.

The user understands and acknowledges that FPM and the N-CAST are joint research initiatives of FHWA and ATRI. ATRI makes no claims, promises or guarantees about the completeness, accuracy, or adequacy of the contents and expressly disclaims liability for errors and omissions in the contents of this FPM web site or the N-CAST tool. No warranty of any kind, implied, expressed or statutory, including but not limited to the warranties of non-infringement of third party rights, title, merchantability, fitness for a particular purpose and freedom from computer virus, is given with respect to the contents of the N-CAST shapefile.

8. Ownership of Data.

ATRI's FPM data is owned and controlled by ATRI.