

StreetLight InSight® Subscription Order Form

This *StreetLight InSight* Subscription Order Document (the “Subscription Order” or “Order”) and the corresponding StreetLight Data Master Data Access Agreement (the “Agreement”) between StreetLight Data, Inc. (“StreetLight Data”) and Customer (as defined below) is entered into as of the date of last signature below (“Effective Date”) and governs Customer’s access to and use of the Data Products. Undefined capitalized terms used in this Subscription Order will have the meanings set forth in the Agreement.

<p>Customer Legal Name: City/County Association of Governments of San Mateo County (“C/CAG”)</p> <p>Entity Type: Joint powers agency</p> <p>State of Incorporation California</p> <p>Billing Contact Name: Mikaela Hiatt</p> <p>Billing Address 555 County Center, 5th Floor Redwood City, CA 94063 United States</p> <p>Billing Email: mhiatt@smcgov.org</p>	<p>Main Contact Name: Mikaela Hiatt</p> <p>Main Contact Title: Transportation Planner, Active Mode</p> <p>Main Contact Phone: (650) 599-1433</p> <p>Main Contact Email: mhiatt@smcgov.org</p>
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Under the terms of the Agreement, attached hereto as EXHIBIT A, of which this Subscription Order is a part, Customer agrees to license and StreetLight Data agrees to provide access to the following Data Products in the indicated quantity and at the indicated pricing in U.S. Dollars:

Subscription Services

INCLUDED	# of Users	Geographical Region	Price
✓ MULTI MODE (YEAR ONE PRICE AFTER DISCOUNTS	55	County of San Mateo	\$275,000.00
✓ PRORATED CREDIT (for City of San Mateo’s Current Subscription valid for the Initial Term if the Agreement is signed on or before March 30, 2020)			\$-7,500.00
✓ YEAR ONE TOTAL	55	County of San Mateo	\$267,500.00
✓ MULTI MODE (YEAR TWO PRICE AFTER DISCOUNTS	55	County of San Mateo	\$363,000.00
✓ MULTI MODE (YEAR THREE PRICE AFTER DISCOUNTS	55	County of San Mateo	\$363,000.00

*Plus Applicable Taxes

Product Special Terms

Up to 55 Users of Customer, Customer’s Named Consultants, Customer’s member agencies, and Customer’s member agencies Named Consultants, may create an unlimited number of Zones within the County of San Mateo, and may include pass-through Zones to capture trips originating or ending outside of the authorized geographic area for governmental transportation planning and operational analysis.

Notwithstanding anything to the contrary contained herein, Customer represents and warrants: a) it has the full power, capacity and authority to enter into and perform this Agreement; and b) its performance of this Agreement does not violate or conflict in any material way with any agreement to which Customer is a party.

StreetLight acknowledges that Customer will be providing access to the Data Products and Subscribed Output to its member agencies. Customer will be responsible for ensuring that each member agency agrees, in writing, to the terms of the StreetLight Insight® Named User Access Agreement, attached hereto as EXHIBIT B, and such agency's access and use is in compliance with this Agreement.

StreetLight Data will provide Customer the Customer Support and training described in the Technical Proposal, attached hereto as Exhibit C, and incorporated herein by reference. Customer shall be responsible for coordinating the Customer Support and training with its member agencies. Member agencies can participate via Customer's facilitation through Customer Support for webinars and in person trainings. Standard customer support available to Customer and member agencies continually.

Customer Input Files

Customer will provide input Zones containing the boundaries of the Zones and directionality designation (if necessary) either via spatial files or via the *StreetLight InSight* Web Application. A Zone can be a road segment, a TAZ or any other geospatial shape as defined by Customer. StreetLight Data may modify Zones to improve results.

Delivery

Delivery via *StreetLight InSight* Web Application.

Term

As of the Effective Date for an initial term of one (1) year, and shall automatically renew for up to two (2) additional one year terms, unless either party delivers to the other, not less than sixty (60) days prior to the expiration of the then current term, written notice of such party's intent to not renew the Agreement

Payment Terms

Payment due within thirty (30) days of the Effective Date. Payment is accepted by check or ACH/EFT.

StreetLight Data Preferred Payment Method: ACH/EFT

Silicon Valley Bank
3003 Tasman Drive, Santa Clara, CA 95045
Bank Routing Number: 121140399
Bank Account Name: Streetlight Data, Inc.
Bank Account Number: 3302210206
Remittance Notification Email: ar@streetlightdata.com

Please remit payment, if by check to:
StreetLight Data, Inc.
DEPT CH 17111
Palatine IL 60055-7111

Notices

Any notices under this Agreement will be directed, if to Customer, to the Main Contact listed above, and if to StreetLight Data, at:

Laura Schewel, Chief Executive Officer,
StreetLight Data, Inc.
677 Harrison St.
San Francisco CA 94107
Email: orders@streetlightdata.com

[SIGNATURE PAGE TO FOLLOW]

[SIGNATURE PAGE]

CUSTOMER ACKNOWLEDGES THAT IT HAS READ THIS SUBSCRIPTION ORDER DOCUMENT AND THE CORRESPONDING AGREEMENT, AND UNDERSTANDS AND AGREES TO BE LEGALLY BOUND BY THEIR TERMS.

IN WITNESS WHEREOF, this Subscription Order has been executed by the parties through their duly authorized officers.

StreetLight Data, Inc.

**City/County Association of
Governments of San Mateo County**

SIGNATURE:

SIGNATURE:

NAME:

NAME:

TITLE:

TITLE:

DATE:

DATE:

DRAFT



DRAFT

EXHIBIT A

MASTER DATA ACCESS AGREEMENT

This MASTER DATA ACCESS AGREEMENT (this “Agreement”) is made as of the Effective Date in the corresponding Subscription Order, (the “Effective Date”) by and between **STREETLIGHT DATA INC.**, a Delaware corporation, with its principal offices located at 677 Harrison Street, San Francisco, California 94107, (“StreetLight”) and **CITY/COUNTY ASSOCIATION OF GOVERNMENTS OF SAN MATEO COUNTY (“C/CAG”)**, an **Joint Powers Agency** organized under the laws of **California** with offices at **555 County Center, 5th Floor, Redwood City, CA 94063**, (“Customer”). In connection with this Agreement, Customer has entered into a corresponding Subscription Order for access to the Data Products, the terms of which are incorporated by reference herein.

Background:

WHEREAS, StreetLight owns or has the rights to the Data Products (as defined below) and offers subscription based access to the Data Products;

WHEREAS, Customer desires to obtain a subscription to access and use the Data Products for itself and its member agencies, in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the promises and covenants made herein and other good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

Agreement:

1. DEFINITIONS.

1.1 “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).

1.2 “Subscribed Output” means the materials generated for Customer as output as specified in a Subscription Order.

1.3 “Subscription” means Customer’s access to StreetLight’s Data Products and the purchase and use of StreetLight’s Subscribed Output under the terms of this Agreement and any applicable Order.

1.4 “Subscription Order” or “Order” means the corresponding ordering document entered into between the parties which specifies the Subscribed Products to be accessed, the scope of access, permitted use, and any special restrictions.

1.5 “User(s)” means a specific individual or individuals (e.g., an employee or named consultant contractor of Customer, or a member agency, a member agency employee, or named consultant contractor of a member agency) designated by Customer and permitted to access the Data Products and receive and use the Subscribed Output on behalf of Customer under a specific Subscription Order.

2. STRUCTURE; ACCESS.

2.1 Scope of Agreement. This Agreement consists of the general terms and conditions set forth in this document and in the Order. The performance of the Order is subject to the general terms and conditions of this

Agreement. In the event of any conflict between the general terms and conditions set forth in this Agreement and those in the Order, the terms and conditions in the Order shall control.

2.2 Access. StreetLight grants to Customer, for the subscription term specified in the applicable Order, a non-exclusive license to access the Data Products and purchase the Subscribed Output solely for governmental transportation planning and operational analyses.

2.3 Identification of Users. Customer shall identify the Users to StreetLight and shall supply only Users identified to StreetLight with access to the Data Products and Subscribed Output. Customer shall supply Users access to the Data Products and Subscribed Output only in accordance with the provisions of this Agreement.

2.4 Limitations on Access. Customer 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 StreetLight 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.

2.5 Reasonable Precautions. Customer shall implement, and shall take measures to maintain, reasonable and appropriate administrative, technical, and physical security safeguards designed to: (i) ensure compliance with the limitations in Section 2.4; (ii) protect against anticipated threats or hazards to the security or integrity of the Data Products; and, (iii) protect against unauthorized access or use of the Data Products.

2.6 No Re-identification. With respect to the use of the Subscribed Output, Customer 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.

2.7 Excess Use. If Customer exceeds its permitted use of the Subscription, Customer will promptly notify StreetLight and within thirty (30) days thereafter: (i) disable unpermitted or excess use; or (ii) purchase additional subscriptions. StreetLight may review Customer's use of the Subscription, and Customer shall provide any reasonable assistance, to verify Customer's compliance with the Agreement. StreetLight may suspend Customer's use of the Subscription after giving thirty (30) days' written notice of non-compliance identified in such review, in addition to any other rights or remedies StreetLight may have.

3. EFFORTS AND ADDITIONAL SERVICES.

3.1 Efforts. StreetLight will use commercially reasonable efforts to provide the access and permitted use of the Subscribed Output to Customer as set forth in the applicable Subscription Order. Any addition to the list of Subscribed Output or changes to the access and permitted use of the Subscribed Output will be described in amendments to the Subscription Order, which will be effective when signed by a representative of each party who is authorized to execute contracts. Upon execution by both parties, an amendment to the Subscription Order will become a part of this Agreement.

4. COMPENSATION; PAYMENT TERMS; TAXES.

4.1 Except as expressly set forth in the applicable Order: (a) Subscription fees are invoiced yearly in advance, and (b) Customer shall pay each invoice in full within thirty (30) days after the date of invoice in

U.S. dollars. If Customer is delinquent in payment of amounts for the services owed hereunder, StreetLight may give notice to Customer of such delinquency and, in such case, Customer will have thirty (30) days from receipt of StreetLight's written notice to cure the delinquency.

4.2 Customer will promptly notify StreetLight of any amounts disputed in good faith. The parties will make a good faith attempt to amicably resolve any disputes regarding amounts billed.

4.3 All charges will be exclusive of any taxes and Customer shall be financially responsible for all sales or services taxes that are assessed on the Subscription or the use of the Subscribed Output, excluding any withholding or taxes based upon StreetLight's income.

5. PROPRIETARY RIGHTS.

5.1 **Ownership.** As between StreetLight and Customer, 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 Customer, 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 Customer but Customer expressly acknowledges that the Subscribed Output may not be unique and may be substantially similar in whole or part to results produced for another StreetLight customer requesting similar analysis and product using similar data sources. StreetLight shall have a 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 Customer.

5.2 **No Implied License.** Except for the limited license set forth in Section 2.2, and except that the Subscribed Output (not including any part of StreetLight's Confidential Information and Data Products that may be incorporated into such Subscribed Output) shall be owned by Customer, StreetLight reserves all rights in the Data Products and any related StreetLight Confidential Information or intellectual property.

6. CONFIDENTIALITY.

6.1 Definition.

(a) "**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**").

(b) Notwithstanding anything to the contrary herein, any data relating to Customer operations which is provided by Customer, will be deemed to be Confidential Information.

(c) Confidential Information does not include information which (i) has become publicly known and made generally available through no wrongful act of the Receiving Party, (ii) has been rightfully received by the Receiving Party from a third party who is authorized to make such disclosure, (iii) was developed independently without the use of any Confidential Information, or (iv) was already in the Receiving Party's possession at the time of disclosure from a source other than the Disclosing Party and without any obligation of confidentiality.

6.2 **Non-Disclosure.** Confidential Information may be used by the Receiving Party solely for the purpose for which it is disclosed to the Receiving Party, and as permitted under this Agreement, and may not be used for any other purpose. StreetLight shall hold all data and information input by Customer or provided to StreetLight by Customer in Customer's use of the Data Products to which StreetLight has access in confidence without limitation and may not use or disclose any of it without Customer's written consent. During the term of this Agreement and for a period of five (5) years following the date of termination or expiration of this Agreement, the Receiving Party shall hold the Confidential Information in confidence and may not use or disclose the Confidential Information, except as expressly permitted herein, without the prior written consent of the Disclosing Party, which consent may

not be unreasonably withheld. The Receiving Party shall take all reasonable measures to protect the Confidential Information of the Disclosing Party from becoming known to the public or falling into the possession of persons other than those Representatives authorized to have any such Confidential Information, which measures shall include the same degree of care that the Receiving Party uses to protect its own information of a similar nature, but in no event less than a reasonable degree of care. The Receiving Party may only disclose the Confidential Information to its Representatives who have a legitimate “need to know,” have been advised of the obligations of confidentiality under this Agreement and are bound in writing to obligations of confidentiality to Receiving Party no less stringent than those set out in this Agreement. For purpose of this Section 6, “Representative” means, with respect to the Receiving Party, its affiliates and its and their officers, directors, stockholders, members, partners, employees, financial and other advisors, attorneys, accountants, consultants and agents.

6.3 Required Disclosure. Nothing in this Agreement will prohibit the Receiving Party from disclosing Confidential Information of the Disclosing Party if legally required to do so by law, including the California Public Records Act, by judicial or governmental order, or in a judicial or governmental proceeding (“Required Disclosure”); provided that Receiving Party shall: (a) where permitted, give the Disclosing Party reasonable notice of such Required Disclosure prior to disclosure; (b) cooperate with the Disclosing Party in the event that it elects to contest such disclosure or seek a protective order with respect thereto; and (c) in any event only disclose the exact Confidential Information, or portion thereof, specifically requested by the Required Disclosure.

6.4 Equitable Relief. In the event of a breach or threatened breach of the foregoing confidentiality obligations by one Party, the other may suffer immediate and irreparable harm for which, money damages shall be impossible to calculate and be inadequate compensation. Accordingly, either party may seek an injunction, restraining order or other equitable relief to enforce compliance with the provisions hereof; provided, however, that no specification herein of any particular legal or equitable remedy shall be deemed or construed to prohibit either party from seeking or obtaining any other remedy under this Agreement, at law or in equity.

7. NO WARRANTIES.

THE DATA PRODUCTS ARE PROVIDED “AS IS” WITHOUT WARRANTY, EXPRESS OR IMPLIED, INCLUDING WARRANTIES ARISING UNDER STATUTE, WARRANTIES OF MERCHANTABILITY, ACCURACY, TITLE, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE OR ANY WARRANTIES ARISING FROM USAGE OF TRADE, COURSE OF DEALING OR COURSE OF PERFORMANCE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, STREETLIGHT SPECIFICALLY DOES NOT WARRANT THAT THE DATA PRODUCTS WILL MEET THE REQUIREMENTS OF CUSTOMER OR OTHERS OR THAT THEY WILL BE ACCURATE OR OPERATE WITHOUT INTERRUPTION OR ERROR. CUSTOMER ACKNOWLEDGES THAT IN ENTERING THIS AGREEMENT IT HAS NOT RELIED ON ANY PROMISE, WARRANTY OR REPRESENTATION NOT EXPRESSLY SET FORTH HEREIN OR INCORPORATED INTO THIS AGREEMENT BY REFERENCE.

8. INDEMNIFICATION; LIMITATION OF LIABILITY.

8.1 Indemnification.

(a) Customer hereby agrees to indemnify and defend StreetLight and its directors, officers, agents and employees, and hold them harmless, against any and all third party claims, suits, actions, loss, damages, liabilities, costs or expenses to the extent arising out of: (i) Customer’s non-compliance with all applicable laws, or the violation of any applicable law or regulation; (ii) Customer’s non-authorized use of the Data Products; and (iii) Customer’s breach of its confidentiality obligations or any other term of this Agreement.

(b) StreetLight hereby agrees to indemnify and defend Customer and its directors, officers, agents and employees, and hold them harmless, against any third party claims, suits, actions, loss, damages, liabilities costs or expenses to the extent arising out of: (i) StreetLight’s infringement of any copyright or other intellectual property rights of any third party; and (ii) StreetLight’s breach of its confidentiality obligations under this Agreement; and (iii) StreetLight’s provision of the Data Products violating any applicable privacy laws.. If the Data Products, or any portion thereof, becomes subject to any third party suit, claim, action or demand (“Claim”) or in StreetLight’s reasonable judgment is likely to become subject to a Claim alleging that it infringes, misappropriates or

violates a third party's intellectual property rights, StreetLight may within a reasonable time, at its sole option and expense, either: (i) secure for Customer the right to continue the use of such item; (ii) replace such item with a substantially equivalent item not subject to any such Claim; (iii) modify such item so that it becomes no longer subject to any such Claim; or (iv) contest the Claim. If StreetLight determines, in StreetLight's reasonable discretion, that it is not commercially feasible to either procure the right to continued use of the applicable item or to replace or modify the applicable item as provided in clauses (i), (ii) or (iii) of the immediately preceding sentence, StreetLight may terminate access to the item and StreetLight's sole liability under this Section shall be to refund Customer all fees and expenses paid by Customer to StreetLight for such item. StreetLight shall not have any liability under this Section 8.1(b) for any infringement or violation to the extent that it arises out of the use of the Data Products outside the scope of rights granted under this Agreement, or the use of the Data Products in combination with other software or data provided that the Data Products are not the cause of the Claim. **THIS SECTION 8.1 STATES EACH PARTY'S ENTIRE LIABILITY AND THE OTHER PARTY'S EXCLUSIVE REMEDY FOR THIRD PARTY INFRINGEMENT CLAIMS AND ACTIONS.**

8.2 **Process.** All of the foregoing indemnity obligations of StreetLight and Customer are conditioned on: (i) the indemnified party notifying the indemnifying party promptly in writing of any actual or threatened Claim, provided that failure to give prompt notice shall not relieve the indemnifying party's obligation hereunder unless the indemnifying party's ability to defend the Claim is prejudiced in a material way; (ii) the indemnified party giving the indemnifying party sole control of the defense thereof and any related settlement negotiations, and (iii) the indemnified party cooperating and, at the indemnifying party's request and expense, assisting in such defense.

8.3 **Limitation of Liability.**

IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR PUNITIVE, INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES OR EXPENSES ARISING OUT OF THIS AGREEMENT EVEN IF IT HAS BEEN ADVISED OF THE POSSIBLE EXISTENCE OF SUCH LIABILITY.

EXCEPT FOR CLAIMS RELATING TO A PARTY'S BREACH OF CONFIDENTIALITY OBLIGATIONS, TO THE EXTENT PERMITTED BY LAW, THE TOTAL, CUMULATIVE LIABILITY OF EACH PARTY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER BASED ON CONTRACT, IN TORT OR ANY OTHER LEGAL OR EQUITABLE THEORY, SHALL BE LIMITED TO THE CONTRACT AMOUNT PAID BY CUSTOMER TO STREETLIGHT DURING THE PREVIOUS TWELVE (12) MONTHS. THE EXISTENCE OF MORE THAN ONE CLAIM SHALL NOT ENLARGE THIS LIMIT.

9. **TERM AND TERMINATION.**

9.1 **Term.** This Agreement is effective as of the Effective Date and shall continue in full force and effect for a term of one (1) year. Each Order shall be effective as of the date set forth in the applicable Order and shall continue in full force and effect until (a) the end date set forth in such Order or, if no end date is specified, then upon the expiration of termination of this Agreement; or (b) termination in accordance with the terms of this Agreement or the applicable Order.

9.2 **Termination.**

(a) If any breach of this Agreement or of a Subscription Order occurs, and such breach is not cured within thirty (30) days after written notice from the non-defaulting party, the non-breaching party shall have the right to terminate this Agreement or the affected Subscription Order by giving written notice of termination to the breaching party, which termination shall be effective thirty (30) days after receipt of such written notice of termination.

(b) Without limiting the general application of Section 9.2(a), if StreetLight reasonably believes that Customer is violating or has violated Sections 2.3, 2.5 or 2.6 in any material way, StreetLight may suspend Customer access to the Data Products immediately upon written notice to Customer. If after good-faith discussion with Customer, StreetLight believes in its sole discretion that Customer is violating or has violated Sections 2.3, 2.5, or 2.6 in any material way, StreetLight may terminate this Agreement or any Order immediately upon written

notice to Customer.

(c) Customer may terminate this Agreement or any Subscription Order immediately upon notice to StreetLight if StreetLight becomes insolvent, is dissolved or liquidated, has a petition in bankruptcy, reorganization, dissolution or liquidation, or similar action filed by or against it, is adjudicated a bankrupt, has a receiver appointed for its business, or makes an assignment for the benefit of creditors.

9.3 Effect of Termination.

(a) Upon expiration or other termination of the Agreement or any Subscription Order for any reason, Customer shall stop using, and StreetLight shall stop providing the Subscribed Output or access to the Data Products, as the case may be. If the Agreement or a Subscription Order is terminated by Customer due to StreetLight's breach, then StreetLight shall refund to Customer, within thirty (30) days after the effective date of termination, all prepaid fees for the remaining portion of any terminated Subscriptions. If the Agreement or a Subscription Order is terminated by StreetLight due to Customer's breach, then Customer shall pay to StreetLight, within thirty (30) days after the effective date of termination, any unpaid fees for the terminated Subscription Order that would have been payable for the remainder of the Subscription Term after the effective date of termination.

(b) Any and all rates, fees and charges set forth in an Order shall be firm and binding for the Order term. In the event this Agreement expires or is terminated by Customer as permitted by Section 9.2, all of the Orders then in effect shall also terminate unless Customer expressly requests otherwise. In the event that Customer requests that one or more Orders not terminate as set forth in the preceding sentence, then the terms and conditions of this Agreement shall continue in full force and effect, and shall continue to apply, with respect to such Orders for the respective Subscription terms.

(c) Upon the expiration or termination of this Agreement for any reason, Sections 2.2-2.6, 5, 6, 7, 8, 9.3 and Section 10 of this Agreement, together with any other provision required for their construction or enforcement, shall survive termination of this Agreement for any reason.

10. MISCELLANEOUS.

10.1 This Agreement will be governed by the laws of the State of California, without regard to the principles of conflicts of laws thereof. Any suit or action initiated by either party shall be brought in the County of San Mateo, California.

10.2 StreetLight shall at all times comply with all applicable federal, state, San Mateo County, and municipal laws, ordinances, and regulations, including without limitation those regarding services to disabled persons, including any requirements of Section 504 of the Rehabilitation Act of 1973. In the event of a conflict between the terms of this Agreement and any applicable federal, state, San Mateo County, or municipal law or regulation, the requirements of the applicable law or regulation will take precedence over the requirements set forth in this Agreement. StreetLight will timely and accurately complete, sign, and submit all necessary documentation of compliance.

10.3 This Agreement does not create a joint venture, partnership, employment relationship or other agency relationship between the parties.

10.4 StreetLight may refer to Customer in its marketing materials and on its website as a customer or client, provided that StreetLight does not disclose the nature of the services or products provided to Customer in a manner which identifies Customer, with written Customer consent.

10.5 Any failure or delay on the part of either party in the exercise of any right or privilege hereunder shall not operate as a waiver thereof, nor shall any single or partial exercise of any such right or privilege preclude other or further exercise thereof or of any other right or privilege. All waivers and consents, if any, given hereunder shall be in writing.

10.6 Neither party shall assign this Agreement nor any of its rights, interests, privileges, licenses or obligations hereunder without the other party's prior written permission; Notwithstanding the foregoing either

party may assign its rights hereunder to any successor in interest to all or substantially all of such party's assets to which this Agreement pertains.

10.7 The headings in this Agreement are inserted for convenience of reference only, and are not intended to be a part of, or to affect the meaning or interpretation of, this Agreement.

10.8 In the event that any provision of this Agreement is found to be invalid, voidable or unenforceable by any court of law with competent jurisdiction, the parties agree that unless it materially affects the entire intent and purpose of this Agreement, such invalidity, voidability or unenforceability shall not affect either the validity of this Agreement or the remaining provisions herein, and the provision in question shall be deemed to be replaced with a valid and enforceable provision most closely reflecting the intent and purpose of the original provision.

10.9 Any rights and obligations which by their nature survive and continue after the end of this Agreement shall survive and continue and shall bind the parties and their successors and assigns, until such obligations are fulfilled.

10.10 This Agreement may be signed in one or more counterparts, each of which will be considered an original, but all of which together form one and the same instrument. Once signed, both parties agree any reproduction of this Agreement made by reliable means (for example, photocopy or facsimile) shall be considered an original unless prohibited by law.

10.11 This Agreement and any Orders constitute the entire agreement between the parties with respect to the subject matter hereof, and supersedes and replaces all prior or contemporaneous understandings or agreements, written or oral, regarding such subject matter.

10.12 Unless otherwise provided in this Agreement, all notices, requests, consents and other communications required or permitted under this Agreement will be in writing and will be sent to each party at the address set out in the preamble of this Agreement or any address later provided by such party. All notices will be sent by registered or certified mail, reputable overnight courier or by e-mail or fax with receipt confirmation. All notices sent by registered or certified mail will be deemed effective on the fifth day after deposit in the mail. All notices sent by overnight carrier or by fax will be deemed effective the day after deposit or transmission, as applicable.

10.13 Pursuant to the Electronic Signatures in Global and National Commerce Act and the Uniform Electronic Transaction Act, both parties agree to accept an electronic signature as a valid replacement of an ink and paper signature for this Agreement.

CUSTOMER ACKNOWLEDGES THAT IT HAS READ THIS AGREEMENT, UNDERSTANDS IT, AND AGREES TO BE LEGALLY BOUND BY IT.

IN WITNESS WHEREOF, this Master Data Access Agreement has been executed by the parties through their duly authorized officers.

StreetLight Data, Inc.

**City/County Association of Governments
of San Mateo County**

SIGNATURE:

SIGNATURE:

NAME:

NAME:

TITLE:

TITLE:

DATE:

DATE:

EXHIBIT B**StreetLight InSight® Named User Access Agreement**

This StreetLight InSight® Named User Access Agreement (“Agreement”) is an agreement made as of the date of last signature below (the “Effective Date”) by and between StreetLight Data, Inc., a Delaware corporation with its principal offices located at 135 Stillman Street, San Francisco, CA 04107 (“StreetLight”) and **INSERT**, a **INSERT** (“Member Agency User”).

StreetLight has entered into that certain contract with the City/County Association of Governments of San Mateo County (“C/CAG”), executed as of **INSERT**, (hereinafter referred to as the “**Contract**”)

Pursuant to the Contract, the C/CAG has requested that StreetLight provide access to the Data Products and Subscribed Output, on behalf of C/CAG, directly to Named User for the specific purpose of performing governmental transportation planning and operational analysis.

With respect to the use of the Subscribed Output, Named User represents and warrants that: (i) it does not have the ability to use 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 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.

Named User hereby agrees to indemnify and defend StreetLight and its directors, officers, agents and employees, and hold them harmless against any and all third party claims, suits, actions, damages, liabilities, costs or expenses (including reasonable attorneys’ fees) to the extent arising out of Named User’s use of the Data Products and Subscribed Output outside of the scope of the Project.

In Witness Whereof, the undersigned have caused this Agreement to be executed as of the Effective Date by their respective authorized representatives.

City/County Association of Governments of San Mateo County

INSERT

SIGNATURE:

SIGNATURE:

NAME:

NAME:

TITLE:

TITLE:

DATE:

DATE: