

**FIRST AMENDED AND RESTATED  
MEMORANDUM OF UNDERSTANDING BETWEEN  
CITY OF SAN MATEO, CITY OF SOUTH SAN FRANCISCO, COUNTY OF SAN  
MATEO, CITY OF BELMONT, CITY OF BURLINGAME, CITY OF EAST PALO  
ALTO, CITY OF FOSTER CITY, CITY OF MENLO PARK, CITY OF MILLBRAE,  
CITY OF SAN BRUNO, CITY OF SAN CARLOS, TOWN OF ATHERTON, CITY OF  
HALF MOON BAY, CITY OF BRISBANE, TOWN OF COLMA, SAN MATEO  
COUNTY TRANSIT DISTRICT, SAN MATEO COUNTY TRANSPORTATION  
AUTHORITY, AND CITY/COUNTY ASSOCIATION OF GOVERNMENTS OF SAN  
MATEO COUNTY FOR THE  
STREETLIGHT DATA AND SERVICES SUBSCRIPTION AND COST SHARING  
COMMITMENT**

This FIRST AMENDED AND RESTATED MEMORANDUM OF UNDERSTANDING (MOU) is entered into as of the \_\_\_ day of \_\_\_, 2021, by and among the cities, towns, and county listed immediately below, referred to herein individually as a “Jurisdiction” or collectively as the “Jurisdictions,” the San Mateo County Transportation Authority (SMCTA), San Mateo County Transit District (SMCTD), and the City/County Association of Governments of San Mateo County (C/CAG), a joint powers agency.

Participating Jurisdictions:

San Mateo

South San Francisco

County of San Mateo

Belmont

Burlingame

East Palo Alto

Foster City

Menlo Park

Millbrae

San Bruno

San Carlos

Atherton

Half Moon Bay

Brisbane

Colma

The Jurisdictions, the SMCTA, SMCTD and C/CAG are referred to herein collectively as the “Parties” or individually as a “Party.”

**WHEREAS**, C/CAG is the designated Congestion Management Agency responsible for the development and implementation of the Congestion Management Program for San Mateo County; and

**WHEREAS**, C/CAG received a request from member agencies to explore a countywide subscription for Location-Based Big Data and Services to conduct transportation planning and operational analysis throughout the county; and

**WHEREAS**, C/CAG, following a collaborative request for proposals (RFP) and selection process, entered into a contract with StreetLight Data, Inc. (StreetLight Data) for 3 years of services at a cost of \$275,000 in year one, \$363,000 in year two, and \$363,000 in year three; and

**WHEREAS**, C/CAG executed the Subscription Order Form (Subscription Order), included as Attachment A to this MOU, governing access to and use of StreetLight Data products, on or around April 30, 2020; and

**WHEREAS**, C/CAG negotiated and executed a Master Data Access Agreement (Master Agreement), included as Exhibit A to Attachment A of this MOU, to obtain access to the StreetLight Data products on behalf of SMCTA and participating member agencies; and

**WHEREAS**, as part of the Master Agreement and Subscription Order, C/CAG obtained ongoing customer services and technical support from StreetLight, as described in Exhibit B to Attachment A; and

**WHEREAS**, C/CAG executed Amendment #1 with StreetLight Data, included as Attachment B to this MOU, extending the time in which C/CAG can cancel Attachment A without penalty, from June 14, 2020 to June 19, 2020, to allow time for approval by one city council; and

**WHEREAS**, on June 18, 2020, the original parties executed an MOU to identify the cost-sharing commitment and associated obligations of the Jurisdictions, SMCTA, and C/CAG for the StreetLight Data services; and

**WHEREAS**, nearing the conclusion of the first year of StreetLight Data services, the Parties have elected to continue the StreetLight Data subscription for an additional year, and wish to extend the term of this MOU for an additional year, to August 31, 2022; and

**WHEREAS**, the total annual subscription for year two will increase from \$275,000 to \$363,000; and

**WHEREAS**, two additional cities, Brisbane and Colma, as well as SMCTD wish to join this MOU and participate in the StreetLight Data subscription; and

**WHEREAS**, the C/CAG Board of Directors, by adoption of Resolution 21-33, authorized the C/CAG Chair, or their designee, to execute this **FIRST AMENDED AND RESTATED MOU** for the Project.

**NOW, THEREFORE, IT IS HEREBY AGREED** by the Parties to this MOU as follows:

## 1. PROJECT COSTS

The Parties have agreed to a cost-sharing model to cover the expense of the StreetLight Data services to be obtained by C/CAG pursuant to the Subscription Order (Attachment A) and Master Agreement (Exhibit A to Attachment A) between StreetLight Data and C/CAG. The total

Project cost for one year of services is \$363,000. The Parties each agree to contribute the following amounts for the Project:

<b>Agency</b>	<b>Proportional Share Amount for Year 2</b>
C/CAG	\$50,000
SMCTA	\$25,000
SMCTD	\$25,000
City of San Mateo	\$29,222
City of South San Francisco	\$29,222
County of San Mateo	\$29,222
City of Belmont	\$18,264
City of Burlingame	\$18,264
City of East Palo Alto	\$18,264
City of Foster City	\$18,264
City of Menlo Park	\$18,264
City of Millbrae	\$18,264
City of San Bruno	\$18,264
City of San Carlos	\$18,264
Town of Atherton	\$7,305.50
City of Brisbane	\$7,305.50
Town of Colma	\$7,305.50
City of Half Moon Bay	\$7,305.50

**2. CONTINUING PARTICIPATION AND COST SHARING**

The initial term of services from StreetLight Data is one year, from June 18, 2020 through August 31, 2021, and the Parties agree to extend the MOU for one year from September 1, 2021 through August 31, 2022. The Parties agree to negotiate in good faith, beginning no later than May 31, 2022 (90 days prior to the expiration of the extended term), to determine whether to continue services, and to affirm their financial commitment. Any extension of services and associated financial commitment beyond the initial term shall be memorialized in the form of a written amendment to this MOU.

**3. C/CAG RESPONSIBILITIES**

- A. C/CAG will serve as the lead agency for the PROJECT and has retained Streetlight Data to provide the services described in Attachment A, attached hereto and incorporated herein, for the benefit of the Parties.
- B. C/CAG will administer the user domains obtained through the subscription, as described in Attachment A, in collaboration with the Jurisdictions and SMCTA and SMCTD and at C/CAG’s discretion. Each participating Jurisdiction will receive a minimum of two user domains for its use. SMCTA and SMCTD will receive one user domain each at minimum.

- C. C/CAG will conduct an evaluation of the services provided by StreetLight Data beginning a minimum of 90 days prior to termination or automatic renewal of the StreetLight Data Master Agreement and Subscription Order. C/CAG will lead the review of services provided and, together with all Parties, determine whether to continue the services via amendment or subsequent MOU.
- D. C/CAG will facilitate the provision of technical and logistical support to the Jurisdictions, SMCTA and SMCTD for the StreetLight InSight platform.
  - i. As described in Exhibit B to Attachment A, StreetLight Data will provide technical support relating directly to the StreetLight InSight platform. C/CAG will facilitate this support by, for example, coordinating and scheduling training sessions.
  - ii. C/CAG will provide adequate staffing to support the logistical operations of the Project relating to items such as funding and contract negotiation.

#### 4. SMCTA AND SMCTD RESPONSIBILITIES

- A. No later than 90 days prior to termination or automatic renewal of the StreetLight Data Master Agreement and Subscription Order, SMCTA and SMCTD will participate in a review of the usefulness of the Project and evaluate a continued funding commitment. Under no circumstances are SMCTA and SMCTD obligated to continue providing funding under the StreetLight Data Master Agreement and Subscription Order for any renewal term without execution of an amendment to this MOU or a subsequent MOU.
- B. SMCTA and SMCTD agree to actively advance the continued successful operation, maintenance, and growth of the joint subscription to StreetLight Data on a cost effective, operationally efficient, and coordinated basis.
- C. SMCTA and SMCTD agree to designate a single point of contact for logistical and technical coordination between the Parties.
- D. SMCTA and SMCTD understand and agree that any additional consultant services requested by SMCTA and SMCTD will be at their discretion and expense, and such additional services are not included in this MOU.
- E. SMCTA and SMCTD understand and agree that the StreetLight Master Agreement and Subscription Order provides access to the subject service for one year, and that access for subsequent years is subject to the performance evaluation described in this MOU, the desire to continue the services by the Parties to this MOU, and to the continued availability of funding from Parties to this MOU. SMCTA and SMCTD agree that C/CAG may terminate the StreetLight Data Master Agreement and Subscription Order at the conclusion of the current year of services if there is inadequate funding or a lack of consensus regarding satisfactory performance.

- F. SMCTA and SMCTD agree to adhere to the responsibilities in Section 6, Party Responsibilities.

## 5. JURISDICTION RESPONSIBILITIES

- A. No later than 90 days prior to termination or automatic renewal of the StreetLight Data Master Agreement and Subscription Order, the Jurisdictions will participate in a review of the usefulness of the Project and evaluate a continued funding commitment. Under no circumstances are the Jurisdictions obligated to continue providing funding under the StreetLight Data Master Agreement and Subscription Order for any renewal term without execution of an amendment to this MOU or a subsequent MOU.
- B. Each Jurisdiction agrees to actively advance the continued successful operation, maintenance and growth of the joint subscription to StreetLight Data on a cost effective, operationally efficient, and coordinated basis.
- C. Each Jurisdiction agrees to designate a single point of contact for logistical and technical coordination between Parties.
- D. Each Jurisdiction understands that any additional consultant services for the benefit of the Jurisdiction will be at Jurisdiction's discretion and expense, and such additional services are not included in this MOU.
- E. Each Jurisdiction understands that the StreetLight Master Agreement and Subscription Order provides access to the subject service for an initial year, and that access for subsequent years is subject to the performance evaluation described in this MOU, the desire to continue the services by the Parties to this MOU, and to the continued availability of funding from Parties to this MOU. Each Jurisdiction understands and agrees that C/CAG may terminate the StreetLight Data Master Agreement and Subscription Order at the conclusion of the initial year of services if there is inadequate funding or a lack of consensus regarding satisfactory performance.
- F. Each Jurisdiction agrees to adhere to the responsibilities in Section 6, Party Responsibilities.

## 6. PARTY RESPONSIBILITIES

- A. All Parties agree to terms and conditions set forth in the StreetLight Subscription Order Form and Master Data Access Agreement, particularly limitations on access and use of data and services, the confidentiality obligations and indemnification clauses, as described in Sections 2, 6, and 8.1 of the StreetLight Data Master Agreement. Such limitations and obligations are incorporated by reference into this MOU as if they were set forth fully herein.

- B. The Parties understand that following execution of the StreetLight Data Master Agreement and Subscription Order, the Project will have up to a 6-month start delay per the request of the C/CAG Board of Directors and as described in Section 7.
- C. Each Party will designate a single staff point of contact for the Project. This includes but is not limited to coordination for evaluation, trainings, webinars, and contractual communication.

## 7. TIME OF PERFORMANCE

The Parties understand and agree that the one year StreetLight Data subscription will begin September 1, 2021 and will terminate August 31, 2022, unless further extended by mutual agreement of the Parties in the form of an amendment to this MOU.

## 8. METHOD OF PAYMENT

- A. Each Jurisdiction will select one of the methods of payment described below and indicate its preferred method of payment on the signature page of this MOU.
  - i. Each Jurisdiction agrees to reimburse C/CAG for expenses for the Project in the amount specified for the relevant Jurisdiction in Section 1. C/CAG will submit one invoice to each Jurisdiction, accompanied by the paid invoice issued by C/CAG to StreetLight Data, as documentation that services were paid for by C/CAG. Upon receipt of the invoice and accompanying documentation, the Jurisdiction will pay the proportional share specified in Section 1 and claimed under the invoice, within thirty (30) days of receipt of the invoice, delivered or mailed to the Jurisdiction at the address indicated on the signature page of this MOU.
  - ii. The Jurisdiction agrees that C/CAG will deduct the expenses for the Project in the amount specified for the relevant Jurisdiction in Section 1 from the Local Streets and Roads portion of the annual Measure M allotment to each Jurisdiction by C/CAG. The Jurisdiction agrees that C/CAG may continue such deductions in future years, if the Jurisdiction remains a participant in an amended or successor MOU.
- B. SMCTA agrees to reimburse C/CAG for expenses for the Project in the amount specified in Section 1 for SMCTA and SMCTD. C/CAG will submit one invoice to SMCTA, accompanied by the paid invoice issued by C/CAG to StreetLight Data, as documentation that services were paid for by C/CAG. Upon receipt of the invoice and accompanying documentation, SMCTA will pay the proportional share specified in Section 1 for SMCTA and SMCTD and claimed under the invoice, within thirty (30) days of receipt of the invoice, delivered or mailed to SMCTA at the address indicated on the signature page of this MOU.

## 9. NOTICES

All notices required under this MOU shall be in writing and delivered in person or mailed to each Party at its respective address indicated on the signature page for each Party.

## 10. RELATIONSHIP OF THE PARTIES

It is understood that StreetLight Data is an Independent Consultant to C/CAG, and that C/CAG is a joint powers agency facilitating access to the services and data products, and this MOU is not intended to, and shall not be construed to, create the relationship of agent, servant, employee, partnership, joint venture or association, or any other relationship whatsoever among the Parties.

## 11. ASSIGNMENT

No Party may assign, transfer, or otherwise substitute its interest or obligations in this MOU without the prior written consent of the other Parties.

## 12. DISPUTE RESOLUTION

Should any dispute arise out of this MOU, including but not limited to claims that any of the Parties has failed to meet its obligations established by this MOU, the Parties shall meet in mediation and attempt to reach a resolution with the assistance of a mutually acceptable mediator. The costs of the mediator, if any, shall be paid for by each Party on an equal basis. If a mediated settlement is reached, no Party shall be the prevailing party for the purposes of the resolution of the dispute. No Party shall be permitted to file legal action without first meeting in mediation and maintaining a good faith attempt to reach a mediation resolution. Each Party will bear its own attorneys' fees in connection with the mediation, if any.

## 13. HOLD HARMLESS/INDEMNITY

- A. It is understood and agreed that each Party will fully defend, indemnify, and save harmless the other Parties and all of their board members, council members, commissioners, officers, agents, and employees from all claims, suits, or actions of every name, kind, and description brought forth under, but not limited to, tortious, contractual, inverse condemnation, or other theories or assertions of liability occurring by reason of anything done or omitted to be done by the indemnifying Party and/or its agents under this MOU or related to its access to or use of data or services provided pursuant to the StreetLight Data Master Agreement or Subscription Order.
- B. This Section 13 will survive termination or expiration of this MOU.

## 14. COMPLIANCE WITH ALL LAWS

The Parties must comply with all applicable laws and regulations at all times.

## 15. LIMITATION ON LIABILITY

No Party will be liable for any other Party's use, modification, or re-use of products for any purpose other than those specifically intended pursuant to this MOU and/or the StreetLight Data Master Agreement and Subscription Order.

## 16. GENERAL PROVISIONS

- A. This MOU, including Attachment A attached hereto and incorporated herein by reference, constitute the sole agreement of the Parties with regard to the matters covered in this MOU, and correctly states the rights, duties and obligations of each Party as of the document's date. Any prior agreement, promises, negotiations or representations between the Parties not expressly stated in this MOU are not binding. All subsequent amendments shall be in writing and signed by the Parties. In the event of a conflict between the terms, conditions or specifications set forth herein and those in the exhibits, the terms, conditions or specifications set forth herein shall prevail.
- B. Headings in this MOU are for convenience only and not intended to define, interpret or limit the terms and conditions herein.
- C. This MOU is intended for the sole benefit of the parties and is not intended to nor shall be construed to confer any benefit or create any right in any third party.
- D. If any provision of the MOU or the application thereof to any person, entity or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this MOU, or the application of such provision to persons, entities or circumstances, other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each other provision of this MOU shall be valid and be enforceable to the fullest extent permitted by law.
- E. This MOU may be executed in one or more counterparts, each of which shall be considered an original and all of which shall constitute a single instrument.
- F. Each Party warrants that the individuals who have signed this MOU have the legal power, right, and authority to make this agreement and to bind each respective Party.

## 17. GOVERNING LAW

This MOU will be governed by the laws of the State of California, and any suit or action initiated by any Party must be brought in the County of San Mateo, California.

CITY/COUNTY ASSOCIATION OF GOVERNMENTS OF SAN MATEO COUNTY (C/CAG)

By: \_\_\_\_\_

Name: Marie Chuang

Its: C/CAG Chair

Date: \_\_\_\_\_

By: \_\_\_\_\_

Name: Melissa Andrikopoulos

Its: C/CAG Legal Counsel

Date: \_\_\_\_\_

All notices shall be made to the following address and point of contact:

To C/CAG:

City/County Association of Governments  
555 County Center, 5<sup>th</sup> Floor  
Redwood City, CA 94063  
Attn: Mikaela Hiatt, Transportation Programs Specialist

DRAFT

SAN MATEO COUNTY TRANSPORTATION AUTHORITY

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

All notices shall be made to the following address and point of contact:

To SMCTA:

Board Secretary  
San Mateo County Transportation Authority  
1250 San Carlos Avenue  
San Carlos, CA 94070

DRAFT

SAN MATEO COUNTY TRANSIT DISTRICT

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

All notices shall be made to the following address and point of contact:

To SMCTD:

Board Secretary  
San Mateo County Transit District  
1250 San Carlos Avenue  
San Carlos, CA 94070

DRAFT

CITY OF SAN MATEO

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

All notices shall be made to the following address and point of contact:

To Agency:

Agency: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Attn: \_\_\_\_\_

[designate point of contact, title]

Method of payment: \_\_\_\_\_

[indicate "invoice" or "Measure M deduction"]

DRAFT

CITY OF SOUTH SAN FRANCISCO

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

All notices shall be made to the following address and point of contact:

To Agency:

Agency: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Attn: \_\_\_\_\_

[designate point of contact, title]

Method of payment: \_\_\_\_\_

[indicate "invoice" or "Measure M deduction"]

DRAFT

COUNTY OF SAN MATEO

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

All notices shall be made to the following address and point of contact:

To Agency:

Agency: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Attn: \_\_\_\_\_

[designate point of contact, title]

Method of payment: \_\_\_\_\_

[indicate "invoice" or "Measure M deduction"]

DRAFT

CITY OF BELMONT

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

All notices shall be made to the following address and point of contact:

To Agency:

Agency: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Attn: \_\_\_\_\_

[designate point of contact, title]

Method of payment: \_\_\_\_\_

[indicate "invoice" or "Measure M deduction"]

DRAFT

CITY OF BURLINGAME

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

All notices shall be made to the following address and point of contact:

To Agency:

Agency: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Attn: \_\_\_\_\_

[designate point of contact, title]

Method of payment: \_\_\_\_\_

[indicate "invoice" or "Measure M deduction"]

DRAFT

CITY OF EAST PALO ALTO

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

All notices shall be made to the following address and point of contact:

To Agency:

Agency: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Attn: \_\_\_\_\_

[designate point of contact, title]

Method of payment: \_\_\_\_\_

[indicate "invoice" or "Measure M deduction"]

DRAFT

CITY OF FOSTER CITY

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

All notices shall be made to the following address and point of contact:

To Agency:

Agency: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Attn: \_\_\_\_\_

[designate point of contact, title]

Method of payment: \_\_\_\_\_

[indicate "invoice" or "Measure M deduction"]

DRAFT

CITY OF MENLO PARK

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

All notices shall be made to the following address and point of contact:

To Agency:

Agency: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Attn: \_\_\_\_\_

[designate point of contact, title]

Method of payment: \_\_\_\_\_

[indicate "invoice" or "Measure M deduction"]

DRAFT

CITY OF MILLBRAE

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

All notices shall be made to the following address and point of contact:

To Agency:

Agency: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Attn: \_\_\_\_\_

[designate point of contact, title]

Method of payment: \_\_\_\_\_

[indicate "invoice" or "Measure M deduction"]

DRAFT

CITY OF SAN BRUNO

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

All notices shall be made to the following address and point of contact:

To Agency:

Agency: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Attn: \_\_\_\_\_

[designate point of contact, title]

Method of payment: \_\_\_\_\_

[indicate "invoice" or "Measure M deduction"]

DRAFT

CITY OF SAN CARLOS

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

All notices shall be made to the following address and point of contact:

To Agency:

Agency: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Attn: \_\_\_\_\_

[designate point of contact, title]

Method of payment: \_\_\_\_\_

[indicate "invoice" or "Measure M deduction"]

DRAFT

CITY OF ATHERTON

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

All notices shall be made to the following address and point of contact:

To Agency: Agency: \_\_\_\_\_  
Mailing Address: \_\_\_\_\_  
Mailing Address: \_\_\_\_\_  
Attn: \_\_\_\_\_  
[designate point of contact, title]

Method of payment: \_\_\_\_\_  
[indicate "invoice" or "Measure M deduction"]

DRAFT

CITY OF BRISBANE

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

All notices shall be made to the following address and point of contact:

To Agency:

Agency: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Attn: \_\_\_\_\_

[designate point of contact, title]

Method of payment: \_\_\_\_\_

[indicate "invoice" or "Measure M deduction"]

DRAFT

CITY OF COLMA

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

All notices shall be made to the following address and point of contact:

To Agency:

Agency: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Attn: \_\_\_\_\_

[designate point of contact, title]

Method of payment: \_\_\_\_\_

[indicate "invoice" or "Measure M deduction"]

DRAFT

CITY OF HALF MOON BAY

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

All notices shall be made to the following address and point of contact:

To Agency:

Agency: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Attn: \_\_\_\_\_

[designate point of contact, title]

Method of payment: \_\_\_\_\_

[indicate "invoice" or "Measure M deduction"]

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**ATTACHMENT A**

**STREETLIGHT INSIGHT SUBSCRIPTION ORDER FORM**

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## 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.

<b>Customer Legal Name:</b> City/County Association of Governments of San Mateo County (“C/CAG”)	<b>Main Contact Name:</b> Mikaela Hiatt
<b>Entity Type:</b> Joint powers agency	<b>Main Contact Title:</b> Transportation Planner, Active Mode
<b>State of Incorporation</b> California	<b>Main Contact Phone:</b> (650) 599-1433
<b>Billing Contact Name:</b> Mikaela Hiatt	<b>Main Contact Email:</b> mhiatt@smcgov.org
<b>Billing Address</b> 555 County Center, 5th Floor Redwood City, CA 94063 United States	
<b>Billing Email:</b> mhiatt@smcgov.org	

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
✓ MULTI MODE (YEAR TWO PRICE AFTER DISCOUNTS)	55	County of San Mateo	\$363,000.00
✓ MULTI MODE (YEAR THREE PRICE AFTER DISCOUNTS) (DISCOUNTS VALID IF CUSTOMER SIGNS ON OR BEFORE 04/30/2020)	55	County of San Mateo	\$363,000.00

\*Plus Applicable Taxes

### Product Special Terms

Access to the Web App will begin upon email notification from the Customer. The date on which Customer requests such access shall be the “Access Date.” StreetLight shall receive this email notification requesting access no later than six (6) months following the Effective Date.

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 Data 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 restrictions on use and access set forth in Section 2 of the Agreement.

StreetLight Data will provide Customer the customer support and training described in the “StreetLight Customer Support & Training”, attached hereto as Exhibit B, and incorporated herein by reference. StreetLight Data will provide standard customer support to Customer and member agencies during the Term, however Customer will be responsible for coordinating customer support with member agencies and facilitating member agency participation in webinars and in-person training.

### **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 ending on the earlier of (a) one year following the Access Date, or (b) eighteen (18) months following the Effective Date, (the “Initial Term”) and will automatically renew for up to two (2) additional one year terms (each, a “Renewal Term”), unless either party delivers to the other, not less than sixty (60) days prior to the expiration of the then current Initial or Renewal Term, written notice of such party’s intent to not renew the Agreement.

Notwithstanding the foregoing, Customer may terminate the Order and Agreement at any time prior to the earlier of: (a) forty-five (45) days following the Effective Date; or (b) the Access Date, for any reason in Customer’s sole discretion and without any penalty, fee, or payment that may otherwise be due under this Order or the Agreement. Customer must provide such notice in writing within the time period set forth above. In the event of such termination, Customer will have no additional obligations, commitments, or duties under this Order or the Agreement.

### **Payment Terms**

Payment due within thirty (30) days of the Access 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](mailto: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](mailto:orders@streetlightdata.com)

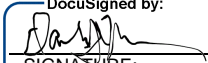
[SIGNATURE PAGE TO FOLLOW]

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**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.

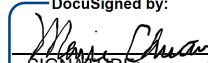
**StreetLight Data, Inc.** **City/County Association of Governments of San Mateo County**

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**Darlene Mann**  
NAME:

**Chief operating officer**  
TITLE:

**4/30/2020**  
DATE:

DocuSigned by:  
  
SIGNATURE:  
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**Marie Chuang**  
NAME:

**Chair**  
TITLE:

**4/30/2020**  
DATE:

**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 participating agency, a participating agency employee, or named consultant contractor of a participating 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 Users and their 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. 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 CUSTOMER OR USER 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 following the Access Date. 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.

(d) Customer may terminate the Order and Agreement at any time prior to the earlier of: (a) forty-five (45) days following the Effective Date; or (b) the Access Date, for any reason in Customer's sole discretion and without any penalty, fee, or payment that may otherwise be due under this Order or the Agreement. Customer must provide such notice in writing within the time period set forth above. In the event of such termination, Customer will have no additional obligations, commitments, or duties under this Order or the Agreement.

## 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.

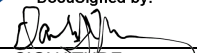
**[SIGNATURE PAGE TO FOLLOW]**

[SIGNATURE PAGE]

**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.

<b>StreetLight Data, Inc.</b>	<b>City/County Association of Governments of San Mateo County</b>
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 SIGNATURE:  
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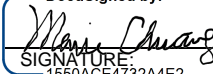
**Darlene Mann**  
 NAME:

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**Chief Operating Officer**  
 TITLE:

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**4/30/2020**  
 DATE:

DocuSigned by:  
  
 SIGNATURE:  
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**Marie Chuang**  
 NAME:

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**Chair**  
 TITLE:

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**4/30/2020**  
 DATE:

DRAFT

**EXHIBIT B****StreetLight Customer Support & Training**

Once all C/CAG approved users are provided access to the *StreetLight InSight* platform, StreetLight's The Customer Success Team will become closely involved with providing in-person kick-off training to ensure all users have a basic knowledge of how to use the platform. The Customer Support team will also be C/CAG's resource for ongoing *StreetLight InSight* customer service and technical support throughout the contract term.

The The Customer Success Team will work closely with C/CAG throughout the term of the subscription to empower users to fully leverage the *StreetLight InSight* platform. The The Customer Success Team will work with users, as well as C/CAG leadership, to ensure a worthwhile return on investment.

Typical Customer Success activities include:

- Dedicated subject matter expertise
- Quarterly subscription review meetings with agency leadership
- Personalized agency-specific product training sessions, both in-person and/or via webinar
- Management of agency-specific user groups
- One-on-one user and team meetings
- Regular communication on product updates
- Feedback sessions with users

Deliverable	Target Date
In-person or webinar kick-off meeting & Training #1 (in-person)	Within first 30 days
Training #2 (webinar)	Month 4
Training #3 (in-person or webinar)	Month 6
Customer Support	Ongoing

**Task 3. StreetLight Technical Support**

In addition to support provided by StreetLight's Customer Success team, C/CAG will have access to StreetLight's comprehensive online Support Center with FAQs, step by step tutorials, and a Community Forum. The Community Forum enables *StreetLight InSight* users across North American agencies and engineering firms to share tips and tricks and discuss how best to use Big Data analytics for a variety of mobility applications.

StreetLight's US-based Support Team will also be available to answer questions users have on a day to day basis. The Support Team can be contacted via a dedicated email address, and team members are available during regular business hours across all time zones in Continental North America.

Deliverable	Target Date
C/CAG access to StreetLight Technical Support resources	Ongoing

**ATTACHMENT B**

**AMENDMENT #1 TO ATTACHMENT A**

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DRAFT

**AMENDMENT #1 TO STREETLIGHT INSIGHT® SUBSCRIPTION ORDER FORM**

THIS AMENDMENT #1 is entered into as of the date of last signature below (the, "Effective Date")  
BETWEEN:

**STREETLIGHT DATA, INC.** a Delaware corporation,  
located at 677 Harrison Street, San Francisco, CA 94107  
(hereinafter referred to as "StreetLight")

of the First Part

and

**CITY/COUNTY ASSOCIATION OF GOVERNMENTS OF SAN MATEO COUNTY**  
A California joint powers agency, located at 555 County Center, 5<sup>th</sup> Floor, Redwood City, CA  
94063

(hereinafter referred to as "Customer")

of the Second Part

WHEREAS the parties hereto entered into a StreetLight InSight Subscription Order Form as of April 30, 2020  
which shall hereinafter be referred to as the "Agreement";

WHEREAS, the parties wish to amend the Agreement as set out below.

NOW THEREFORE in consideration of the mutual covenants herein contained and other good and valuable  
consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

- 1. The Term Section of the Order Form will be deleted in its entirety and replaced by the following:

As of the Effective Date, for an initial term ending on the earlier of (a) one year following the Access Date, or  
(b) eighteen (18) months following the Effective Date, (the "Initial Term") and will automatically renew for up  
to two (2) additional one year terms (each, a "Renewal Term"), unless either party delivers to the other, not  
less than sixty (60) days prior to the expiration of the then current Initial or Renewal Term, written notice of  
such party's intent to not renew the Agreement.

Notwithstanding the foregoing, Customer may terminate the Order and Agreement at any time prior to June  
19, 2020, for any reason in Customer's sole discretion and without any penalty, fee, or payment that may  
otherwise be due under this Order or the Agreement. Customer must provide such notice in writing before  
June 19, 2020. In the event of such termination, Customer will have no additional obligations, commitments,  
or duties under this Order or the Agreement.


- 2. Except as otherwise provided for above, all of the terms and conditions of the Agreement shall remain  
in full force and effect.

IN WITNESS WHEREOF the parties hereto have executed this Amendment as of the Effective Date.

**StreetLight Data, Inc.**

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

DocuSigned by:

  
SIGNATURE:  
9A62F132EB12487...

Darlene Mann

NAME:


Chief Operating Officer

TITLE:

6/9/2020

DATE:

DocuSigned by:

  
SIGNATURE:  
F7FD9EBA1F72447...

Sandy Wong

NAME:

Executive Director

TITLE:

6/9/2020

DATE:

# AMENDMENT #1 TO MASTER DATA ACCESS AGREEMENT

THIS AMENDMENT #1 is entered into as of the date of last signature below (the, "Effective Date")

BETWEEN:

**STREETLIGHT DATA, INC.** a Delaware corporation,  
located at 677 Harrison Street, San Francisco, CA 94107  
(hereinafter referred to as "StreetLight")

of the First Part

and

**CITY/COUNTY ASSOCIATION OF GOVERNMENTS OF SAN MATEO COUNTY**  
A California joint powers agency, located at 555 County Center, 5<sup>th</sup> Floor, Redwood City, CA  
94063  
(hereinafter referred to as "Customer")

of the Second Part

WHEREAS the parties hereto entered into a Master Data Access Agreement as of April 30, 2020 which shall hereinafter be referred to as the "Agreement";

WHEREAS, the parties wish to amend the Agreement as set out below.

NOW THEREFORE in consideration of the mutual covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Section 9.2(d) will be deleted in its entirety and replaced by the following:

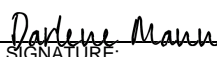
Customer may terminate the Order and Agreement at any time prior to June 19, 2020, for any reason in Customer's sole discretion and without any penalty, fee, or payment that may otherwise be due under this Order or the Agreement. Customer must provide such notice in writing before June 19, 2020. In the event of such termination, Customer will have no additional obligations, commitments, or duties under this Order or the Agreement.


2. Except as otherwise provided for above, all of the terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF the parties hereto have executed this Amendment as of the Effective Date.

**StreetLight Data, Inc.**

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

DocuSigned by:  
  
SIGNATURE:  
9A62F132EB12487...

DocuSigned by:  
  
SIGNATURE:  
F7FD9EBA1F72447...

Darlene Mann  
NAME:

Sandy wong  
NAME:

Chief operating officer  
TITLE:

Executive Director  
TITLE:

6/9/2020  
DATE:

6/9/2020  
DATE: