

**AMENDMENT NO. 4 TO THE
MEMORANDUM OF UNDERSTANDING (MOU)
BETWEEN
CITY OF BRENTWOOD, CITY OF CONCORD, CITY OF EL CERRITO, CITY OF HERCULES, CITY OF
LAFAYETTE, TOWN OF MORAGA, CITY OF OAKLEY, CITY OF ORINDA, CITY OF PINOLE, CITY OF
RICHMOND, CITY OF SAN PABLO, CITY OF WALNUT CREEK, COUNTY OF CONTRA COSTA,
AND
CONTRA COSTA TRANSPORTATION AUTHORITY
FOR
THE STREETLIGHT DATA AND SERVICES SUBSCRIPTION AND COST SHARING COMMITMENT**

This Amendment to MOU 80.09.02 commences on July 27, 2024, by and among the cities, towns, and county listed immediately below, referred to herein individually as a “Jurisdiction” or collectively as “Jurisdictions,” and the Contra Costa Transportation Authority, a transportation authority established under Public Utilities Code Sections 180000 *et seq.* (CCTA).

RECITALS

A. WHEREAS, this Amendment adds the City of Brentwood as shown below:

City of Brentwood
City of Concord
City of El Cerrito
City of Hercules
City of Lafayette
Town of Moraga
City of Oakley
City of Orinda
City of Pinole
City of Richmond
City of San Pablo
City of Walnut Creek
County of Contra Costa

The Jurisdictions and CCTA are referred to herein collectively as the “Parties” or individually as a “Party.”

- B. WHEREAS, CCTA entered into the contract with StreetLight Data, Inc. (StreetLight Data) for a one-year period, effective July 27, 2024, through July 26, 2025 at a cost of \$452,428; and
- C. WHEREAS, on July 27, 2024, CCTA entered into Amendment No. 1 with StreetLight to renew the Subscription Order Form (Subscription Order) for an additional one-year term with an option to renew up to two additional one-year terms included as Attachment A to this MOU, governing access to and use of StreetLight Data products; and
- D. WHEREAS, as part of the Master Agreement and Subscription Order, CCTA extended the ongoing customer services and technical support from StreetLight, as described in Exhibit A to Attachment A; and

- E. WHEREAS, if additional jurisdictions desire to join the StreetLight Data subscription, the cost share for each current participating agencies will be adjusted accordingly to reflect the additional jurisdiction’s contributions.

Now, therefore, based on the recitals set forth above which are included as part of this Amendment, the Parties do hereby agree as follows:

Section 1, Project Costs is amended as follows:

The Parties have agreed to a cost-sharing model to cover the expense of the StreetLight Data services to be obtained by CCTA pursuant to the Subscription Order and Master Agreement (Attachment A) between StreetLight Data and CCTA. The total Project cost for the fourth one-year of service is \$452,428. The Parties each agree to contribute the following updated amounts for the Project.

Agency	Proportional Share – Year 1 (2021/22)	Proportional Share – Year 2 (2022/23)	Proportional Share – Year 3 (2023/24)***	Proportional Share – Year 4 (2024/25)
CCTA	\$360,000	\$335,000	\$327,000	\$261,328
City of Brentwood	n/a	n/a	n/a	\$16,700
City of Concord	\$45,000	\$40,000	\$38,000	\$31,200
City of Richmond*	n/a	n/a	\$47,500	\$29,000
City of Pittsburg	\$45,000	\$40,000	n/a	n/a
City of Walnut Creek	n/a	\$40,000	\$38,000	\$17,900
City of Oakley	n/a	n/a	\$19,000	\$11,800
City of Hercules	\$15,000	\$10,000	\$9,500	\$6,700
City of El Cerrito	n/a	n/a	\$9,500	\$6,600
City of San Pablo	\$15,000	\$15,000	\$14,200	\$8,000
City of Lafayette	\$10,000	\$10,000	\$9,500	\$6,400
Town of Moraga	\$5,000	\$5,000	\$4,700	\$4,400
City of Pinole	\$5,000	\$5,000	\$4,700	\$4,700
City of Orinda	\$2,500	\$2,500	\$2,400	\$3,000
County of Contra Costa**	n/a	n/a	\$26,000	\$44,700
TOTAL	\$502,500	\$502,500	\$550,000	\$452,428

*Includes \$10,000 prorated for 3 months in FY 2022/23

**8-month period only (.67*\$40,000=\$26,667 rounded off to \$26,000)

***Reduced by approximately 5% from original share with the addition of Contra Costa County

Section 2, Continuing Participation and Cost Sharing is amended as follows:

The services from StreetLight Data are renewed for one year, from July 27, 2024, through June 26, 2025. This year is the first year of the subscription commitments as part of Amendment No. 1. 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.

Section 6, Term/Termination, is amended as follows:

The Parties understand and agree that the one-year renewal of the StreetLight Data subscription will begin July 27, 2024, and will terminate July 27, 2025, unless further extended through an amendment to this MOU. Jurisdictions may opt out of this MOU with 30 days written notice by mutual written agreement of the Parties wishing to move forward prior to the subscription termination date.

All other provisions of the MOU shall remain in effect.

Contra Costa Transportation Authority:

By: E-SIGNED by Newell Arnerich
on 2024-09-25 23:06:50 GMT

Title: Newell Arnerich, Chair

Date: September 25, 2024

Attest By: E-SIGNED by Tarienne Grover
on 2024-09-25 23:06:50 GMT

Title: Tarienne Grover, Clerk of the Board

Date: September 25, 2024

Contra Costa Transportation Authority (as to Form and Legality):

By: E-SIGNED by Amara Morrison
on 2024-10-02 20:17:56 GMT

Title: Fennemore Wendel, Authority Counsel

Date: October 02, 2024

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

To: Contra Costa Transportation Authority
2999 Oak Road, Suite 100
Walnut Creek, CA 94597
Attention: John Hoang, Director, Planning

Email: jhoang@ccta.net

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City of Brentwood:

By: _____

Title: Tim Ogden, City Manager

Date: _____

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

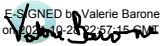
To: City of Brentwood
1950 Parkside Drive
Concord, CA 94519

Attention: Anjul Pillai

Email: apillai@brentwoodca.gov

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City of Concord:

By: 

Title: Valerie Barone, City Manager

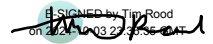
Date: October 28, 2024

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

To: City of Concord
1950 Parkside Drive
Concord, CA 94519
Attention: Abhishek Parikh, Deputy Public Works Director
Email: abhishek.parikh@cityofconcord.org

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City of Hercules:

By: 

Title: Tim Rood, Community Development Director

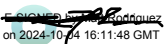
Date: October 03, 2024

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

To: City of Hercules
111 Civic Drive
Hercules, CA 94547
Attention: Tim Rood
Email: trood@ci.hercules.ca.us

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City of San Pablo:

By: 
on 2024-10-04 16:11:48 GMT

Title: Matt Rodriguez, City Manager

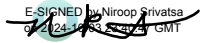
Date: October 04, 2024

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

To: City of San Pablo
1000 Gateway Ave.
San Pablo, CA 94806
Attention: Allan Panganiban, Senior Civil Engineer
Email: AllanP@sanpabloca.gov

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City of Lafayette:

By: 

Title: Niroop Srivatsa, City Manager


Date: October 03, 2024

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

To: City of Lafayette
3675 Mt. Diablo Blvd., Suite 210
Lafayette, CA 94549
Attention: Mike Moran, Director of Engineering and Public Works
Email: mmoran@lovelafayette.org

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Town of Moraga:


By: 
Title: Afshan Hamid, Planning Director
Date: October 17, 2024

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

To: Town of Moraga
329 Rheem Blvd.
Moraga, CA 94556
Attention: Brian Horn
Email: bhorn@moraga.ca.us

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City of Orinda:

By:  _____
ESIGNED by David Biggs
on 10/03/2024 11:25MT

Title: David Biggs, City Manager

Date: October 03, 2024

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

To: City of Orinda
22 Orinda Way
Orinda, CA 94563
Attention: Scott Christie
Email: schristie@cityoforinda.org

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City of Pinole:

By: _____

Title: Andrew Murray, City Manager

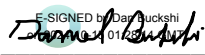
Date: _____

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

To: City of Pinole
2131 Pear Street
Pinole, CA 94564
Attention: Misha Kaur, Senior Project Manager
Email: mkaur@ci.pinole.ca.gov

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City of Walnut Creek:

By: 

Title: Dan Bukshi, City Manager

Date: October 15, 2024

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

To: City of Walnut Creek
1666 N. Main Street
Walnut Creek, CA 94596
Attention: Briana Byrne, Associate Traffic Engineer
Email: byrne@walnut-creek.org

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City of Richmond:

By: _____

Title: Sasha Curl, City Manager

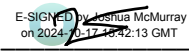
Date: _____

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

To: City of Richmond
450 Civic Center Plaza
Richmond, CA 94804
Attention: Robert Armijo, Deputy Public Works Director/City Engineer
Email: Robert_armijo@ci.richmond.ca.us

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City of Oakley:

By:  _____

Title: Joshua McMurray, City Manager


Date: October 17, 2024

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

To: City of Oakley
3231 Main Street
Oakley, CA 94561
Attention: Billilee Saengchalern
Email: Saengchalern@ci.oakley.ca.us

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City of El Cerrito:

By: 
on 2024-10-28 10:37 GMT

Title: Yvetteh Ortiz, City Engineer/Public Works Director

Date: October 28, 2024

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

To: City of El Cerrito
10890 San Pablo Avenue
El Cerrito, CA 94530
Attention: Jarrett Mullen, Sustainable Transportation Program Manager
Email: jmullen@ci.el-cerrito.ca.us

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County of Contra Costa:

By: _____

Title: Warren Lai, Public Works Director

Date: _____

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

To: County of Contra Costa
255 Glacier Drive
Martinez, CA 94553
Attention: Monish Sen, Senior Civil Engineer
Email: Monish.Sen@pw.cccounty.us

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Planning Committee **STAFF REPORT**

Meeting Date: September 05, 2024

Subject	StreetLight Subscription Cost Share – Authorization to Execute Amendment No. 4 to Memorandum of Understanding (MOU) No. 80.09.02 with Cities/Town Participating in the Cost Share for the StreetLight Subscription for Fiscal Year (FY) 2024-25
Summary of Issues	This item proposes to enter to Amendment No. 4 to MOU No. 80.09.02 between the Authority and jurisdictions participating in the cost share for the StreetLight license for FY 2024-25.
Recommendations	Staff seeks authorization for the Chair to execute Amendment No. 4 to MOU No. 80.09.02 between the Authority and jurisdictions participating in the cost share for the StreetLight Multi-Domain License for FY 2024-25 and to allow the Executive Director or designee to make any non-substantive changes to the language.
Staff Contact	John Hoang
Financial Implications	The Authority's share is included in the FY 2024-25 Congestion Management Agency Budget with the proportional share to be provided by each participating jurisdiction.
Options	<ol style="list-style-type: none"> 1. The Authority Board may choose to approve staff's recommendation. 2. The Authority Board may choose to not approve staff's recommendation.
Attachments	<ol style="list-style-type: none"> A. Amendment No. 4 to MOU No. 80.09.02 B. Executed Amendment No. 1 to Agreement No. 569 –

	Streetlight Multi-Domain License for FY 2024-25
Changes from Committee	N/A

Background

In July 2021, the Authority initiated a subscription to StreetLight Multi-Domain License for one year (FY 2021-22), Agreement No. 569, with an option to renew for up to two additional one-year terms for a maximum total of three years. The StreetLight platform is a Location-Based Big Data (geospatial data) and provides services that can be used to conduct transportation planning and an analysis tool to support projects such as: core transportation behavior, traffic analysis, traffic count, before/after analysis, operations and congestion management, and other robust transportation analyses. The Authority Board subsequently approved renewal of the subscription for Year 2 (FY 2022-23) and Year 3 (FY 2023-24). In July 2024, the Authority Board approved the continuation of the StreetLight subscription by entering into Amendment No. 1 to Agreement No. 569 for a period of one year (FY 2024-25) in the amount of \$452,428 with the option to renew for up to two additional one-year terms (FYs 2025-26 and 2026-27).

In parallel with the StreetLight subscription, the Authority entered into MOU No. 80.09.02 between the Authority and a number of jurisdictions electing to participate in the cost-share arrangement from FY 2021-22 through FY 2023-24, which were included as part of subsequent Amendment Nos. 1-3, accounting for each year of cost share as well as adjustments to the number of participating jurisdictions. For the FY 2024-25, the agencies participating in the cost share will include the cities of Concord, El Cerrito, Hercules, Lafayette, Oakley, Orinda, Pinole, Richmond, San Pablo and Walnut Creek, Town of Moraga, and Contra Costa County, with the new addition of the City of Brentwood, totaling 13 jurisdictions.

The proposed cost share breakdown is based on population and the cost share summary for FY 2024-25, including the Authority and each participating jurisdiction is as follows in the table on the following page.

Agency	Population	Proportional Share – Year 4 (2024/25)
CCTA		\$261,328
City of Brentwood	64,811	\$16,700
City of Concord	121,513	\$31,200
City of Richmond	112,735	\$29,000
City of Walnut Creek	69,433	\$17,900
City of Oakley	45,736	\$11,800
City of Hercules	26,063	\$6,700
City of El Cerrito	25,700	\$6,600
City of San Pablo	31,088	\$8,000
City of Lafayette	24,808	\$6,400
Town of Moraga	16,784	\$4,400
City of Pinole	18,192	\$4,700
City of Orinda	19,191	\$3,000
County of Contra Costa	174,289	\$44,700
TOTAL	750,343	\$452,428

All participating jurisdictions will enter into Amendment No. 4 to MOU No. 80.09.02 with the Authority (Attachment A), which will identify the cost share as shown above. This will be the fourth year of cost-sharing.

Staff seeks authorization for the Chair to execute Amendment No. 4 to MOU No. 80.09.02 between the Authority and jurisdictions participating in the cost share for the StreetLight Multi-Domain License for FY 2024-25 and to allow the Executive Director or designee to make any non-substantive changes to the language.

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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 4 Embarcadero Center, #3800, San Francisco, CA 94105

and

Contra Costa Transportation Authority, located at 2999 Oak Road Suite 100, Walnut Creek, California 94597

(hereinafter referred to as "StreetLight")

(hereinafter referred to as "Customer")

of the First Part

of the Second Part

WHEREAS the parties hereto entered into a StreetLight InSight® Subscription Order Form, and corresponding Master Data Access Agreement, Effective July 27, 2021, which together with any duly executed amendments shall hereinafter be referred to as the "Agreement";

AND 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 Master Data Access Agreement is extended through July 26, 2025, and shall automatically renew for up to two 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.
2. The Agreement is amended to include the Subscription Order attached hereto, Subscription Order 2024-2025.
3. 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.

Contra Costa Transportation Authority

E-SIGNED by Aaron Moser
on 2024-07-26 18:49:27 GMT

SIGNATURE:

Aaron Moser

NAME:

Vice President

TITLE:

July 26, 2024

DATE:

E-SIGNED by Newell Arnerich
on 2024-07-29 17:59:35 GMT

SIGNATURE:

Newell Arnerich

NAME:

Chair

TITLE:

July 29, 2024

DATE:

ATTEST

E-SIGNED by Tarienne Grover
on 2024-07-29 19:49:49 GMT

Tarienne Grover, Clerk of the Board

APPROVED AS TO FORM

E-SIGNED by Amara Morrison
on 2024-07-29 19:02:57 GMT

Fennemore Wendel, Authority Counsel

StreetLight InSight® Subscription Order 2024-2025

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”) 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.

Customer Legal Name: Contra Costa Transportation Authority (CCTA)	Billing Contact Name: John Hoang
Entity Type: Public Agency	Billing Email: jhoang@ccta.net
State of Incorporation: California	Billing Address: 2999 Oak Road, Suite 100 Walnut Creek, California 94597 United States

Under the terms of the Master Data Access Agreement, Effective July 27, 2021, of which this Subscription Order is a part, Customer agrees to license and StreetLight agrees to provide access to the following Data Products in the indicated quantity and at the indicated pricing in U.S. Dollars:

Subscription Services

Enterprise Subscription Package	# of Units	Product Price	Tax	TOTAL
Solution Package – Enterprise (Formerly MultiMode)	632 TAZs	\$452,428.00	\$0.00	\$664,000.00
Optional Service Credits	TBD Credits	\$100,000.00	\$0.00	\$0.00
Onsight Training	2 Sessions	\$0.00	\$0.00	\$0.00
StreetLight InSight® API Access		\$0.00	\$0.00	\$0.00
DISCOUNT				\$-211,572.00
	USD	\$452,428.00	\$0.00	\$452,428.00

Product Special Terms

Users of Customer, Users of Customer’s participating local cities and agencies, and up to thirty (50) Users of Customer’s Named Consultants, may create an unlimited number of Zones within Contra Costa County, California, 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.

Customer may request additional application support services via email. StreetLight will respond with the number of service credits and price of the additional services. StreetLight will begin work and invoice Customer on Customer’s email approval.

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 may modify Zones to improve Metric results.

Delivery

Delivery via StreetLight InSight® Web Application, and API.

Term

As of the July 27, 2024 for a period of one (1) year, and shall automatically renew for up to two 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

Bank of America

901 Main Street, Dallas, TX 75202

Bank Routing Number (ACH): 111000012

Bank Routing Number (wires): 026009593

Bank Account Name: Streetlight Data, Inc.

Bank Account Number: 4451744791

Remittance Notification Email: ar@streetlightdata.com

Please remit payment, if by check to:

StreetLight Data Inc

P.O. Box 744733

Los Angeles, CA 90074-4733

Notices

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

ATTN: Legal Department,
StreetLight Data, Inc.
4 Embarcadero Center, Suite 3800,
San Francisco, CA 94105
Email: legal@streetlightdata.com

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.

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Authority Board **STAFF REPORT**

Meeting Date: July 17, 2024

Subject	Authorization to Enter into Amendment No. 1 to Agreement No. 569 with StreetLight Data, Inc. (StreetLight) for a Countywide Multimodal Regional License (Multi-Domain License)
Summary of Issues	This item proposes to amend Agreement No. 569 between the Authority and StreetLight, which expires July 27, 2024, for a period of one year for Fiscal Year (FY) 2024-25 in the amount of \$452,428 with the option to renew for up to two additional one-year terms (FYs 2025-26 and 2026-27).
Recommendations	Staff seeks authorization to enter into Amendment No. 1 to Agreement No. 569 with StreetLight for a period of one-year in the amount of \$452,428 for a Multi-Domain License with the option to renew for up to two additional one-year terms, authorization for the Chair to execute Amendment No. 1 to Agreement No. 569, and to allow the Executive Director or designee to make any non-substantive changes.
Staff Contact	John Hoang
Financial Implications	The amount is \$452,428 for a one-year period and will be funded by a combination of Congestion Management Agency funds and matching funds from participating jurisdictions. The Authority's approved FY 2024-25 budget includes the resources to support this agreement, as well as account for the cost share revenue.
Options	The Authority Board could provide other direction.

Attachments	A. Executed Agreement No. 569 (StreetLight Subscription Order and Master Data Agreement) B. Draft Amendment No. 1 to Agreement No. 569 (Amendment No. 1 to StreetLight Insight Subscription Order Form)
Changes from Committee	N/A

Background

In July 2021, the Authority Board approved the execution of Agreement No. 569 with StreetLight, in the amount of \$502,500, for an initial term of one-year effective July 21, 2021 through July 20, 2022 with an option to renew for up to two additional one-year terms, unless written noticed is provided by either party at least 90 days prior to the expiration of the party’s intent to not renew the agreement (Attachment A). The StreetLight platform is a Location-Based Big Data (geospatial data) and services that can be used to conduct transportation planning and provides an analysis tool to support projects such as: core transportation behavior, traffic analysis, traffic count, turning movements, speed/safety studies, before/after analysis, operations and congestion management, and other robust transportation analyses. The Authority Board subsequently approved the renewal of the second- and third-year terms, FY 2022-23 and 2023-24.

For the original StreetLight subscription covering the last three years, including FY 2023-24, the Authority entered into Memorandum of Understandings (MOUs) with the participating jurisdictions for cost-sharing with the jurisdictions contributing \$207,500 of the \$550,000 in the current FY 2023-24. The agencies participating in the cost share include the cities of Concord, El Cerrito, Hercules, Lafayette, Oakley, Orinda, Pinole, Richmond, San Pablo, and Walnut Creek, Town of Moraga, and Contra Costa County. We have been coordinating with these agencies as well as the other agencies not currently part of the cost share agreement. Once the final list of agencies has been determined, Staff plans to bring the MOU to the Authority Board for a separate action.

Amendment No. 1 to Agreement No. 569 extends the subscription with StreetLight with a new Subscription Order for FY 2024-25 for the amount of \$452,428. Similar to the original

Subscription Order, the Authority has the option to renew for up to two additional one-year terms unless written notice is provided by either party at least 90 days prior to the expiration of the party's intent to not renew the agreement (Attachment B).

Staff seeks authorization to enter into Amendment No. 1 to Agreement No. 569 with StreetLight for a period of one-year in the amount of \$452,428 for a Multi-Domain License with the option to renew for up to two additional one-year terms, authorization for the Chair to execute Amendment No. 1 to Agreement No. 569, and to allow the Executive Director or designee to make any non-substantive changes.

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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”) 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.

Customer Legal Name: Contra Costa Transportation Authority	Main Contact Name: Timothy Haile
Entity Type: Public Agency	Main Contact Title: Executive Director
State of Incorporation California	Main Contact Phone: (925) 256-4735
Billing Contact Name: Timothy Haile	Main Contact Email: thaile@ccta.net
Billing Address 2999 Oak Road, suite 100 Walnut Creek, CA 94597 United States	
Billing Email: thaile@ccta.net	

Under the terms of the Agreement, attached hereto, 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 Units	Geographical Region	Price
✓ MULTI DOMAIN MULTI MODE	as needed	Contra Costa County	\$634,000.00
✓ VMT MONITOR	monthly	Contra Costa County	\$106,000.00
✓ APPLICATION SUPPORT (Unused Credits will roll over to years 2 & 3)	11 Credits		\$40,000.00
✓ MULTI-YEAR DISCOUNT (VALID IF SIGNED ON OR BEFORE 07/31/2021)			-
✓ SUBTOTAL (TOTAL FOR YEARS 2 & 3)			\$230,000.00
✓ PREVIOUS SUBSCRIPTION PRORATION (DISCOUNT VALID FOR THE INITIAL TERM IF THE ORDER IS SIGNED ON OR BEFORE 07/31/2021.)			-\$47,500.00
✓ INITIAL TERM TOTAL		Contra Costa County	\$502,500.00

Product Special Terms

Users of Customer, Users of Customer’s participating local cities and agencies, and up to thirty (30) Users of Customer’s Named Consultants, may create an unlimited number of Zones within Contra Costa County, California, 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 A, 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 Metric results.

Delivery

Delivery via *StreetLight InSight Web Application*, and as .csv files.

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 ninety (90) 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

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.

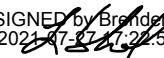
[SIGNATURE PAGE TO FOLLOW]

[SIGNATURE PAGE]

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

StreetLight Data, Inc.

Contra Costa Transportation Authority


E-SIGNED by Brenda Byard
on 2021-07-27 12:22:53 GMT


E-SIGNED by Teresa Gerringer
on 2021-07-27 15:05:45 GMT

SIGNATURE:

SIGNATURE:

Laura Schewel

Teresa Gerringer

NAME:

NAME:

CEO

Authority Chair

TITLE:

TITLE:

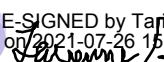
July 27, 2021

July 25, 2021

DATE:

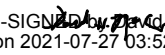
DATE:

ATTEST


E-SIGNED by Tarienne Grover
on 2021-07-26 15:40:20 GMT

Tarienne Grover: Clerk of the Board

APPROVED AS TO FORM


E-SIGNED by David H. McCray
on 2021-07-27 03:52:40 GMT

David H. McCray: Legal Counsel for Contra Costa Transportation Authority

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 **CUSTOMER**, Contra Costa Transportation Authority, a California public agency with offices at 2999 Oak Rd # 100, Walnut Creek, CA 94597, (“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 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.

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) 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 royalty-free license to access the Data Products and purchase the Subscribed Output for governmental transportation planning, operational analyses, project preparation and funding requests.

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, commercially 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; and (iii) 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 after it becomes aware of such excessive use: (i) disable unpermitted or excess use; or (ii) purchase additional subscriptions. StreetLight may review Customer's use of the Subscription, and Customer shall provide 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, unless such excess use is cured within the thirty (30) days from the date of the written notice.

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 receipt 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 and excepting the rights expressly conferred upon Customer under this Agreement, 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, 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) reasonably cooperate with the Disclosing Party in the event that it elects to contest such disclosure or seek a protective order with respect thereto – such cooperation not to include delaying a Required Disclosure where Receiving Party is legally obligated to provide the requested records within a specified period; 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 shall suffer immediate and irreparable harm for which, money damages shall be impossible to calculate and be inadequate compensation. Accordingly, either party shall be entitled to 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; INSURANCE.

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 (including reasonable attorneys’ fees) to the extent arising out of: (i) Customer’s misuse of the Data Products; and (ii) Customer’s breach of its confidentiality obligations or any other material 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 (including reasonable attorneys’ fees) 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. 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. 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 by failure to give prompt notice; (ii) the indemnified party giving the indemnifying party sole control of the defense thereof and any related settlement negotiations, and (iii) the indemnified party reasonably 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 COVERED BY THE INDEMNIFICATION OBLIGATIONS IN SECTION 8.1 ABOVE, 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.

8.4 Insurance.

StreetLight will provide proof of: A. Commercial General Liability Insurance, of at least \$1,000,000 per occurrence/\$2,000,000 aggregate for bodily injury, personal injury and property damage, at least as broad as Insurance Services Office Commercial General Liability most recent Occurrence Form CG 00 01; B. Automobile Liability Insurance for bodily injury and property damage including coverage for owned, non-owned and hired vehicles, of at least \$1,000,000 per occurrence for bodily injury and property damage, at least as broad as most recent Insurance Services Office Form Number CA 00 01 covering automobile liability, Code 1 (any auto); C. Workers' Compensation in compliance with applicable statutory requirements and Employer's Liability Coverage of at least \$1,000,000 per occurrence; and D. Consultants providing professional services shall provide Professional Liability (Errors and Omissions) Insurance of at least \$1,000,000. Insurance carriers shall be licensed to do business in California and maintain an agent for process within the state. Such insurance carrier shall have not less than an "A-VII" rating according to the latest Best Key Rating unless otherwise approved by the Customer. The Customer, its officials, officers, employees, agents and authorized volunteers shall be named as Additional Insureds on StreetLight's policies of Commercial General Liability and Automobile Liability insurance and such coverage provided to the Authority as an Additional Insured shall apply on a primary and non-contributory basis. Waiver of subrogation endorsements in favor of the Customer shall be provided on StreetLight's policies of Commercial General Liability, Automobile Liability and Workers' Compensation/Employer's Liability insurance.

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.

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 notice to Customer. If after good-faith discussion with Customer, StreetLight believes in its reasonable 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 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.

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

10.3 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, without Customer's prior written consent.

10.4 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.

10.5 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.

10.6 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.

10.7 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.

10.8 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.

10.9 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.

10.10 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.

10.11 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 or e-mail will be deemed effective the day after deposit or transmission, as applicable.

10.12 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.

EXHIBITA

StreetLight Customer Care

DEDICATED ACCOUNT MANAGEMENT

The StreetLight Customer Success team helps agencies transition integrating Big Data analytics into their projects by onboarding users, engaging with users and leadership on a regular basis, and providing educational resources. CCTA will have a dedicated Customer Success team members assigned to their account who work to empower customers to fully leverage the StreetLight InSight® platform. Team members are knowledgeable about the transportation industry and work one-on-one with users, as well as organizational leadership, to ensure a worthwhile return on investment.

Typical Customer Success activities include:

- Dedicated subject matter expertise
- Regular subscription review meetings with agency leadership
- Onboarding and training sessions, both in-person and via webinar
- Regular communication on product updates
- Feedback sessions with users and leadership on desired product enhancements

At the start of the subscription, the Customer Success team will hold a kick-off call with the CCTA StreetLight sponsor and outline a timeline for onboarding and continuing activation of CCTA's users.

TECHNICAL PRODUCT SUPPORT

- StreetLight's North American-based Product Support Engineers will be available to CCTA users throughout the subscription term. The StreetLight Product Support team is available to answer questions daily, and team members are available during regular business hours across all time zones in continental North America to troubleshoot with users. Users can reach the team via a simple form on the online Help Center.
- StreetLight's Online Help Center contains 250+ articles that features FAQs, how-tos, best practices, tips & trips and more. Help Center content is regularly updated as we continue to add new functionality and Metrics to the StreetLight InSight® platform
- StreetLight Slack Community is a digital space for StreetLight customers across North America to connect, discuss, and share how they use StreetLight InSight® to solve their biggest transportation problems.

TRAINING

StreetLight maintains an online training portal that contains handcrafted content developed by our experts. This includes:

- **Guided eLearning courses:** Customized learning paths that introduce users to specific topics in bite-sized units. Our handcrafted courses are developed by our experts to help you learn what each feature is, when it's helpful, and how to use it.
- **Interactive live trainings:** Live, in-depth group training sessions that tackle everything from the fundamentals to tips and tricks, and more advanced topics. These sessions are interactive and include a live Q&A session with the StreetLight team.

In addition, the Customer Success team will work close with CCTA leadership to set up series of private live trainings specifically tailored for CCTA staff, participating local cities and agencies, and named consultants throughout the course of the subscription. The number and content of such sessions will be determined in consultation with CCTA leadership and feedback on needs from users of the account.

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