



BOARD OF SUPERVISORS AGENDA ITEM REPORT AWARDS / CONTRACTS / GRANTS

☐ Award ☒ Contract ☐ Grant

Requested Board Meeting Date: 07/16/2024

* = Mandatory, information must be provided

or Procurement Director Award: ☐

***Contractor/Vendor Name/Grantor (DBA):**

StreetLight Data, Inc. (Headquarters: San Francisco, CA)

***Project Title/Description:**

Traveler Mobility Data and Analysis Interface

***Purpose:**

Award: Master Agreement No. MA-PO-24-209. This Master Agreement is for an initial term of one (1) year in the annual award amount of \$350,000.00 (including sales tax) and includes four (4) one-year renewal options. Administering Department: Transportation.

***Procurement Method:**

Pursuant to Pima County Procurement Code 11.12.050, Sole source procurement, award of Requisition No. 24-264 is recommended to StreetLight Data, Inc., which has accepted the terms of County's Sole Source Procurement Agreement.

PRCUID: 524111

Attachment: Sole Source Procurement Agreement.

***Program Goals/Predicted Outcomes:**

Pima County has a need for traveler mobility data and an analysis interface to better inform transportation network management.

***Public Benefit:**

Access to on-demand microscopic traveler mobility data and customizable metrics is essential to provide public safety and mobility on Pima County roads and allow efficient response to public requests regarding transportation concerns.

***Metrics Available to Measure Performance:**

Continuity, consistency, and efficiency of business operations.

***Retroactive:**

No

TO: COB 7/3/24

Ver: 1

Pages: 26

THE APPLICABLE SECTION(S) BELOW MUST BE COMPLETED

Click or tap the boxes to enter text. If not applicable, indicate "N/A". Make sure to complete mandatory (*) fields

Contract / Award Information

Document Type: MA Department Code: PO Contract Number (i.e., 15-123): 24-209
Commencement Date: 07/16/24 Termination Date: 07/15/25 Prior Contract Number (Synergen/CMS): _____
☒ Expense Amount \$ 350,000.00 * ☐ Revenue Amount: \$ _____

***Funding Source(s) required: 11044CC TR - Mobility Innovation and Technology**

Funding from General Fund? ☐ Yes ☒ No If Yes \$ _____ % _____

Contract is fully or partially funded with Federal Funds? ☐ Yes ☒ No

If Yes, is the Contract to a vendor or subrecipient? _____

Were insurance or indemnity clauses modified? ☒ Yes ☐ No

If Yes, attach Risk's approval.

Vendor is using a Social Security Number? ☐ Yes ☒ No

If Yes, attach the required form per Administrative Procedure 22-10.

Amendment / Revised Award Information

Document Type: _____ Department Code: _____ Contract Number (i.e., 15-123): _____

Amendment No.: _____ AMS Version No.: _____

Commencement Date: _____ New Termination Date: _____

Prior Contract No. (Synergen/CMS): _____

☐ Expense ☐ Revenue ☐ Increase ☐ Decrease

Amount This Amendment: \$ _____

Is there revenue included? ☐ Yes ☐ No If Yes \$ _____

***Funding Source(s) required: _____**

Funding from General Fund? ☐ Yes ☐ No If Yes \$ _____ % _____

Grant/Amendment Information (for grants acceptance and awards)

☐ Award ☐ Amendment

Document Type: _____ Department Code: _____ Grant Number (i.e., 15-123): _____

Commencement Date: _____ Termination Date: _____ Amendment Number: _____

☐ Match Amount: \$ _____ ☐ Revenue Amount: \$ _____

***All Funding Source(s) required: _____**

*Match funding from General Fund? ☐ Yes ☐ No If Yes \$ _____ % _____

*Match funding from other sources? ☐ Yes ☐ No If Yes \$ _____ % _____

*Funding Source: _____

*If Federal funds are received, is funding coming directly from the Federal government or passed through other organization(s)? _____

Contact: Procurement Officer: Sheila Nadzieja Digitally signed by Sheila Nadzieja Date: 2024.06.28 15:03:09 -07'00' Acting Division Manager: Troy McMaster Digitally signed by Troy McMaster Date: 2024.06.28 15:04:30 -07'00'

Department: Acting Procurement Director: Ana Wilber Digitally signed by Ana Wilber Date: 2024.06.28 15:14:39 -07'00' Telephone: 520-724-7466

Department Director Signature: Paul Casertano

Digitally signed by Paul Casertano
DN: cn=Paul Casertano, ou=Pima County, ou=Department of Transportation,
email=Paul.Casertano@pima.gov, c=US
Date: 2024.07.01 08:52:40 -07'00'

Deputy County Administrator Signature: _____

Date: _____

County Administrator Signature: _____

Date: 7/1/2024

Date: 7/2/2024

Pima County Procurement Department

Administering Department: Transportation

Project: Traveler Mobility Data and Analysis Interface

Contractor: StreetLight Data, Inc.
677 Harrison Street
San Francisco, AZ 94107

Amount: \$350,000.00

Contract No.: MA-PO-24-209

Funding: 11044CC TR – Mobility Innovation and Technology

SOLE SOURCE PROCUREMENT AGREEMENT

1. Parties, Background and Purpose.

- 1.1. Parties. This Contract is between Pima County, a body politic and corporate of the State of Arizona ("County"), and StreetLight Data, Inc. ("Contractor").
- 1.2. Purpose. The Pima County Transportation Department requires the traveler mobility data and analysis interface to better information transportation network management.
- 1.3. Authority. County selected Contractor pursuant to Pima County Procurement Code 11.12.050. Continuation of the use of StreetLight Data, Inc. proprietary software StreetLight InSight is required to conduct site specific and network-wide planning and operational analyses for intersections and segments within Pima County and to maintain data alignment with existing regional transportation applications.

2. Term.

- 2.1. Initial Term. The term of this Contract commences on July 16, 2024 and will terminate on July 15, 2025 ("Initial Term"). "Term," when used in this Contract, means the Initial Term plus any exercised extension options under Section 2.2. If the commencement date of the Initial Term is before the signature date of the last party to execute this Contract, the parties will, for all purposes, deem the Contract to have been in effect as of the commencement date.
- 2.2. Extension Options. County may renew this Contract for up to four (4) additional periods of up to 1 year each (each an "Extension Option"). An Extension Option will be effective only upon execution by the Parties of a formal written amendment.

3. Scope of Services. Contractor will provide County with the services described in **Exhibit A: Scope of Services** (9 pages), at the dates and times described on **Exhibit A** or, if **Exhibit A** contains no dates or time frames, then upon demand.

- 3.1. Contractor Terms of Use. Use of Contractor's software is subject to the terms of **Exhibit B: Master Data Access Agreement** (6 pages) and are incorporated into this Contract. The terms in **Exhibit B** will apply to the County's subscription except when in conflict with the terms of this Contract, and as they pertain to this Contract, can only be changed by a formal written amendment executed by the Parties.

3.2. Order of Precedence. All subscriptions and services provided under this Contract are subject to the terms of the following documents. In the event of conflicting term between the incorporated documents, the following order of precedence, superior to subordinate, dictates the order in which these conflicts will be resolved.

3.2.1. Amendments to this Contract.

3.2.2. This Sole Source Procurement Agreement.

3.2.3. Exhibit B: Master Data Access Agreement.

4. **Key Personnel**. Not applicable to this Agreement.

5. **Compensation and Payment**.

5.1. Rates; Adjustment. County will pay Contractor at the rate set forth in **Exhibit A**. That rate will remain in effect during an Extension Option period unless Contractor, at least 90 days before the end of the then-existing Term, or at the time the County informs Contractor that the County intends to extend the Term, if that is earlier, notifies County in writing of any adjustments to those rates, and the reasons for the adjustments.

5.2. Not-To-Exceed (NTE) Amount. County's total payments to Contractor under this Contract, including any sales taxes, may not exceed \$350,000.00 per year (the "NTE Amount"). The NTE Amount can only be changed by a formal written amendment executed by the Parties. Contractor is not required to provide any services, payment for which will cause the County's total payments under this Contract to exceed the NTE Amount; if Contractor does so, it is at the Contractor's own risk.

5.3. Sales Taxes. The payment amounts or rates in **Exhibit A** do not include sales taxes. Contractor may invoice County for sales taxes that Contractor is required to pay under this Contract. Contractor will show sales taxes as a separate line item on invoices.

5.4. Timing of Invoices. Contractor will invoice County on a yearly basis unless a different billing period is set forth in this Contract. County must receive invoices no more than 30 days after the end of the billing period in which Contractor delivered the invoiced products or services to County. County may refuse to pay for any product or service for which Contractor does not timely invoice the County and, pursuant to A.R.S. § 11-622(C), will not pay for any product or service invoiced more than 6-months late.

5.5. Content of Invoices. Contractor will include detailed documentation in support of its invoices and assign each amount billed to an appropriate line item.

5.6. Invoice Submittal. Invoices are to be sent to:

Pima County Finance & Risk Management – Accounts Payable
P.O. Box 791
Tucson, AZ 85701

5.7. Invoice Adjustments. County may, at any time during the Term and during the retention period set forth in Section 23 below, question any payment under this Contract. If County raises a question about the propriety of a past payment, Contractor will cooperate with County in reviewing the payment. County may set-off any overpayment against amounts due to Contractor under this or any other contract between County and Contractor.

Contractor will promptly pay to County any overpayment that County cannot recover by set-off.

- 6. Insurance.** The Insurance Requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. Contractor's insurance shall be placed with companies licensed in the State of Arizona and the insureds shall have an "A.M. Best" rating of not less than A- VII, unless otherwise approved by County. County in no way warrants that the minimum insurer rating is sufficient to protect Contractor from potential insurer insolvency.

6.1. Minimum Scope and Limits of Insurance. Contractor will procure and maintain at its own expense, until all contractual obligations have been discharged, the insurance coverage with limits of liability not less than stated below. County in no way warrants that the minimum insurance limits contained herein are sufficient to protect Contractor from liabilities that arise out of the performance of the work under this Contract. If necessary, Contractor may obtain commercial umbrella or excess insurance to satisfy County's Insurance Requirements.

6.1.1. Commercial General Liability (CGL). Occurrence Form with limits of \$2,000,000 Each Occurrence and \$2,000,000 General Aggregate. Policy shall include cover for liability arising from premises, operations, independent contractors, personal injury, bodily injury, property damage, broad form contractual liability coverage, personal and advertising injury, and products – completed operations.

6.1.2. Business Automobile Liability. Bodily Injury and Property Damage for any owned, leased, hired, and/or non-owned automobiles assigned to or used in the performance of this Contract with a Combined Single Limit (CSL) of \$1,000,000 Each Accident.

6.1.3. Workers' Compensation (WC) and Employers' Liability. Statutory requirements and benefits for Workers' Compensation. In Arizona, WC coverage is compulsory for employers of one or more employees. Employers' Liability coverage with limits of \$1,000,000 each accident and \$1,000,000 each person - disease.

6.1.4. Professional Liability (E&O Insurance). This insurance is required when the Professional Liability or any other coverage is excluded from the above CGL policy. The policy limits shall be not less than \$2,000,000 Each Claim and \$2,000,000 Annual Aggregate. The insurance policy shall cover professional misconduct or negligent acts of anyone performing any services under this Contract.

In the event that the Professional Liability insurance required by this Contract is written on a claims-made basis, Contractor shall warrant that continuous coverage will be maintained as outlined under "Additional Insurance Requirements – Claims-Made Coverage" section.

6.2. Additional Insurance Requirements. The policies shall include, or be endorsed to include, as required by this written agreement, the following provisions.

- 6.2.1. Claims Made Coverage. If any part of the Required Insurance is written on a claims-made basis, any policy retroactive date must precede the effective date of this Contract, and Contractor must maintain such coverage for a period of not less than three (3) years following contract expiration, termination or cancellation.
- 6.2.2. Additional Insured Endorsement. The General Liability and Business Automobile policies must each be endorsed to include Pima County and all its related special districts, elected officials, officers, agents, employees and volunteers (collectively "County and its Agents") as additional insureds with respect to vicarious liability arising out of the activities performed by or on behalf of the Contractor. The full policy limits and scope of protection must apply to County and its Agents as an additional insured, even if they exceed the Insurance Requirements.
- 6.2.3. Subrogation Endorsement. The General Liability, Business Automobile Liability, and Workers' Compensation Policies shall each contain a waiver of subrogation endorsement in favor of County, and its departments, districts, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.
- 6.2.4. Primary Insurance Endorsement. The policies shall stipulate that the insurance afforded Contractor shall be primary and that any insurance carried by County, its agents, officials, or employees shall be excess and not contributory insurance. The Required Insurance policies may not obligate County to pay any portion of Contractor's deductible or Self Insurance Retention (SIR).
- 6.2.5. Insurance provided by the Contractor shall not limit the Contractor's liability assumed under the indemnification provisions of this Contract.
- 6.2.6. Subcontractors. Contractor must either (a) include all subcontractors as additional insureds under its Required Insurance policies, or (b) require each subcontractor to separately meet all Insurance Requirements and verify that each subcontractor has done so, Contractor must furnish, if requested by County, appropriate insurance certificates for each subcontractor. Contractor must obtain County's approval of any subcontractor request to modify the Insurance Requirements as to that subcontractor.
- 6.3. Notice of Cancellation. Each Required Insurance policy must provide, and certificates specify, that County will receive not less than thirty (30) days advance written notice of any policy cancellation, except 10-days prior notice is sufficient when the cancellation is for non-payment of a premium. Notice must be mailed, emailed, hand-delivered or sent via facsimile transmission to County's Contracting Representative, and must include the project or contract number and project description.
- 6.4. Verification of Coverage. Contractor shall furnish County with certificates of insurance (valid ACORD form or equivalent approved by County) as required by this Contract. An authorized representative of the insurer shall sign the certificates. Each certificate must include.

- 6.4.1. County's tracking number for this Contract, which is shown on the first page of the Contract, and a project description, in the body of the Certificate.
- 6.4.2. A notation of policy deductibles or SIRs relating to the specific policy.
- 6.4.3. Certificates must specify that the appropriate policies are endorsed to include additional insured and subrogation waiver endorsements for County and its Agents. Note: Contractors for larger projects must provide actual copies of the additional insured and subrogation endorsements.
- 6.5. All certificates and endorsements, as required by this Contract, are to be received and approved by County before, and be in effect not less than 15 days prior to, commencement of work. A renewal certificate must be provided to County not less than 15 days prior to the policy's expiration date to include actual copies of the additional insured and waiver of subrogation endorsements. Failure to maintain the insurance coverages or policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.
- 6.6. All certificates required by this Contract shall be sent directly to the appropriate County Department. The Certificate of Insurance shall include County's project or contract number and project description on the certificate. County may require complete copies of all insurance policies required by this Contract at any time.
- 6.7. Approval and Modifications. County's Risk Manager may approve a modification of the Insurance Requirements without the necessity of a formal contract amendment, but the approval must be in writing. County's failure to obtain a required insurance certificate or endorsement, County's failure to object to a non-complying insurance certificate or endorsement, or County's receipt of any other information from the Contractor, its insurance broker(s) and/or insurer(s), do not constitute a waiver of any of the Insurance Requirements.

7. Indemnification.

- 7.1. **Contractor Indemnification.** To the fullest extent permitted by law, Contractor will defend, indemnify, and hold harmless County and any related taxing district, and the officials and employees of each of them (collectively, "Indemnatee") from and against any and all claims, actions, liabilities, losses, and expenses (including reasonable attorney fees) (collectively, "Claims") arising out of actual or alleged injury of any person (including death) or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by any act or omission of Contractor or any of Contractor's directors, officers, agents, employees, volunteers, or subcontractors. This indemnity includes any claim or amount arising or recovered under the Workers' Compensation Law or arising out of the failure of Contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. The Indemnatee will, in all instances, except for Claims arising solely from the acts or omissions of the Indemnatee, be indemnified by Contractor from and against any and all Claims. Contractor is responsible for primary loss investigation, defense and judgment costs for any Claim to which this indemnity applies. This indemnity will survive the expiration or termination of this Contract.

7.2. **County Indemnification.** County is not permitted to offer indemnification, therefore any such requirement in the Contract or its incorporated documents is null and void.

8. **NON-WAIVER OF LIABILITY.** COUNTY AS A PUBLIC ENTITY SUPPORTED BY TAX MONIES, IN EXECUTION OF ITS PUBLIC TRUST, CANNOT AGREE TO WAIVE ANY LAWFUL OR LEGITIMATE RIGHT TO RECOVER MONIES LAWFULLY DUE IT. THEREFORE, CONTRACTOR AGREES THAT IT WILL NOT INSIST UPON OR DEMAND ANY STATEMENT WHERE COUNTY LIMITS OR WAIVES ANY RIGHT COUNTY MIGHT HAVE TO RECOVER ACTUAL LAWFUL DAMAGES IN ANY COURT OF LAW UNDER APPLICABLE ARIZONA LAW, EXCEPT TO THE EXTENT PERMITTED BY LAW. ANY LANGUAGE IN THIS CONTRACT AND ITS INCORPORATED DOCUMENTS TO THE CONTRARY IS HEREBY NULL AND VOID.

9. **Laws and Regulations.**

9.1. Compliance with Laws. Contractor will comply with all federal, state, and local laws, rules, regulations, standards and Executive Orders.

9.2. Licensing. Contractor warrants that it is appropriately licensed to provide the services under this Contract and that its subcontractors will be appropriately licensed.

9.3. Choice of Law; Venue. The laws and regulations of the State of Arizona govern the rights and obligations of the parties under this Contract. Any action relating to this Contract must be filed and maintained in the appropriate court of the State of Arizona in Pima County.

10. **Independent Contractor.** Contractor is an independent contractor. Neither Contractor, nor any of Contractor's officers, agents or employees will be considered an employee of County for any purpose or be entitled to receive any employment-related benefits, or assert any protections, under County's Merit System. Contractor is responsible for paying all federal, state and local taxes on the compensation received by Contractor under this Contract and will indemnify and hold County harmless from any and all liability that County may incur because of Contractor's failure to pay such taxes.

11. **Subcontractors.** Contractor is fully responsible for all acts and omissions of any subcontractor, and of persons directly or indirectly employed by any subcontractor, and of persons for whose acts any of them may be liable, to the same extent that the Contractor is responsible for the acts and omissions of its own employees. Nothing in this Contract creates any obligation on the part of County to pay or see to the payment of any money due any subcontractor, except as may be required by law.

12. **Assignment.** Contractor may not assign its rights or obligations under this Contract, in whole or in part, without the County's prior written approval. County may withhold approval at its sole discretion.

13. **Non-Discrimination.** Contractor will comply with all provisions and requirements of Arizona Executive Order 2009-09, which is hereby incorporated into this Contract, including flow-down of all provisions and requirements to any subcontractors. During the performance of this Contract, Contractor will not discriminate against any employee, client or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability or national origin.

- 14. Americans with Disabilities Act.** Contractor will comply with Title II of the Americans with Disabilities Act (Public Law 110-325, 42 U.S.C.§§ 12101-12213) and the federal regulations for Title II (28 CFR Part 35).
- 15. Authority to Contract.** Contractor warrants its right and power to enter into this Contract. If any court or administrative agency determines that County does not have authority to enter into this Contract, County will not be liable to Contractor or any third party by reason of such determination or by reason of this Contract.
- 16. Full and Complete Performance.** The failure of either party to insist, in one or more instances, upon the other party's complete and satisfactory performance under this Contract, or to take any action based on the other party's failure to completely and satisfactorily perform, is not a waiver of that party's right to insist upon complete and satisfactory performance, or compliance with any other covenant or condition in this Contract, either in the past or in the future. The acceptance by either party of sums less than may be due and owing it at any time is not an accord and satisfaction.
- 17. Cancellation for Conflict of Interest.** This Contract is subject to cancellation for conflict of interest pursuant to A.R.S. § 38-511, the pertinent provisions of which are incorporated into this Contract by reference.
- 18. Termination by County.**
- 18.1. Without Cause. County may terminate this Contract at any time, without cause, by serving a written notice upon Contractor at least 30 days before the effective date of the termination. In the event of such termination, County's only obligation to Contractor will be payment for services rendered prior to the date of termination.
- 18.2. With Cause. County may terminate this Contract at any time without advance notice and without further obligation to County when County finds Contractor to be in default of any provision of this Contract.
- 18.3. Non-Appropriation. Notwithstanding any other provision in this Contract, County may terminate this Contract if for any reason there are not sufficient appropriated and available monies for the purpose of maintaining County or other public entity obligations under this Contract. In the event of such termination, County will have no further obligation to Contractor, other than to pay for services rendered prior to termination.
- 19. Notice.** Any notice required or permitted to be given under this Contract must be in writing and be served by personal delivery or by certified mail upon the other party as follows:
- | | |
|--|---|
| County: | Contractor: |
| Terri Spencer, Procurement Director
150 W Congress St 5 th Floor
Tucson, AZ 85701
Terri.Spencer@pima.gov | Legal Department
4 Embarcadero Center, Suite 3800
San Francisco, CA 94105
legal@streetlightdata.com |
- 20. Non-Exclusive Contract.** Not applicable to this Agreement.

- 21. Remedies.** Either party may pursue any remedies provided by law for the breach of this Contract. No right or remedy is intended to be exclusive of any other right or remedy and each is cumulative and in addition to any other right or remedy existing at law or at equity or by virtue of this Contract.
- 22. Severability.** Each provision of this Contract stands alone, and any provision of this Contract found to be prohibited by law will be ineffective to the extent of such prohibition without invalidating the remainder of this Contract.
- 23. Use of County Data.** Unless it receives County's prior written consent, Contractor: (a) shall not access, process, or otherwise use County Data other than as necessary to provide contracted services or products; and (b) shall not intentionally grant any third party access to County Data, including without limitation Contractor's other customers, except subcontractors that are subject to a reasonable nondisclosure agreement. Notwithstanding the foregoing, Contractor may disclose County Data as required by applicable law or by proper legal or governmental authority. Contractor shall give County prompt notice of any such legal or governmental demand and reasonably cooperate with County in any effort to seek a protective order or otherwise to contest such required disclosure, at County's expense. Upon termination or completion of the Contract, Contractor will, within 60 calendar days, either return all County Data to County or will destroy County Data and confirm destruction to County in writing. As between the parties, County retains ownership of County Data. "County Data" means data in electronic or paper form provided to Contractor by County, including without limitation personal identifying information as defined in A.R.S. § 13-2001(10).
- 24. Books and Records.** Contractor will keep and maintain proper and complete books, records and accounts, which will be open at all reasonable times for inspection and audit by duly authorized representatives of County. In addition, Contractor will retain all records relating to this Contract for at least five (5) years after its expiration or termination or, if later, until any related pending proceeding or litigation has concluded.
- 25. Public Records.**
- 25.1. Disclosure. Pursuant to A.R.S. § 39-121 et seq., this Contract and all documents submitted to County in relation to this Contract, including, but not limited to, pricing schedules, product specifications, and work plans are public records. As such, those documents are subject to release and/or review by the general public upon request, including competitors.
- 25.2. Records Marked Confidential; Notice and Protective Order. If Contractor reasonably believes that any documents submitted to County contain proprietary, trade-secret or otherwise-confidential information, Contractor must prominently mark those records "CONFIDENTIAL." In the event a public-records request is submitted to County for records marked CONFIDENTIAL, County will notify Contractor of the request as soon as reasonably possible. County will release the records 10 business days after the date of that notice, unless Contractor has, within that period, secured an appropriate order from a court of competent jurisdiction, enjoining the release of the records. County will not, under any circumstances, be responsible for securing such an order, nor will County be in any way financially responsible for any costs associated with securing such an order.

Contractor agrees to waive confidentiality of any price terms.

26. Legal Arizona Workers Act Compliance.

- 26.1. Compliance with Immigration Laws. Contractor hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to Contractor's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Contractor will further ensure that each subcontractor who performs any work for Contractor under this contract likewise complies with the State and Federal Immigration Laws.
- 26.2. Books & Records. County has the right at any time to inspect the books and records of Contractor and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.
- 26.3. Remedies for Breach of Warranty. Any breach of Contractor's or any subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, is a material breach of this Contract subjecting Contractor to penalties up to and including suspension or termination of this Contract. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, Contractor will take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor as soon as possible so as not to delay project completion.
- 26.4. Subcontractors. Contractor will advise each subcontractor of County's rights, and the subcontractor's obligations, under this Section by including a provision in each subcontract substantially in the following form:

"Subcontractor hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to Subcontractor's employees, and with the requirements of A.R.S. § 23-214 (A). Subcontractor further agrees that County may inspect the Subcontractor's books and records to ensure that Subcontractor is in compliance with these requirements. Any breach of this paragraph by Subcontractor is a material breach of this contract subjecting Subcontractor to penalties up to and including suspension or termination of this contract."

27. Grant Compliance. Not applicable to this Agreement.

28. Written Orders. County will order products or services under this Contract by issuing a Delivery Order (DO) document. Order documents will be furnished to Contractor via e-mail or telephone.

Contractor must not supply materials or services pursuant to the contract that are not documented or authorized by a Delivery Order (DO) at the time of provision. County accepts no responsibility for control of or payment for materials or services not documented by a County Delivery Order (DO).

Contractor will establish, monitor, and manage an effective contract administration process that assures compliance with all requirements of this Contract. In particular, Contractor will not provide goods or services other than those described in this Contract, in excess of the

Maximum Payment Amount, or after the Term of the Contract has ended, without a Contract amendment properly executed and issued by County, as provided below. Any items provided in excess of that stated in this Contract are at Contractor's own risk.

- 29. Counterparts.** The parties may execute the Contract that County awards pursuant to the solicitation in any number of counterparts, each counterpart is considered an original, and together such counterparts constitute one and the same instrument.
- 30. Israel Boycott Certification.** Pursuant to A.R.S. § 35-393.01, if Contractor engages in for-profit activity and has 10 or more employees, and if this Contract has a value of \$100,000.00 or more, Contractor certifies it is not currently engaged in, and agrees for the duration of this Contract to not engage in, a boycott of goods or services from Israel. This certification does not apply to a boycott prohibited by 50 U.S.C. § 4842 or a regulation issued pursuant to 50 U.S.C. § 4842.
- 31. Forced Labor of Ethnic Uyghurs.** Pursuant to A.R.S. § 35-394 if Contractor engages in for-profit activity and has 10 or more employees, Contractor certifies it is not currently using, and agrees for the duration of this Contract to not use (1) the forced labor of ethnic Uyghurs in the People's Republic of China; (2) any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; and (3) any contractors, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China. If Contractor becomes aware during the term of the Contract that the Company is not in compliance with A.R.S. § 35-394, Contractor must notify the County within five business days and provide a written certification to County regarding compliance within one hundred eighty days.
- 32. Amendment.** The parties may modify, amend, alter or extend this Contract only by a written amendment signed by the parties.
- 33. Entire Agreement.** This document constitutes the entire agreement between the parties pertaining to the subject matter it addresses, and this Contract supersedes all prior or contemporaneous agreements and understandings, oral or written.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

This Contract will become effective when all parties have signed it. The effective date of the Contract will be the date this Contract is signed by the last party (as indicated by the date associated with that party's signature).

IN WITNESS WHEREOF, the parties have approved this Sole Source Procurement Agreement and agree to be bound by the terms and conditions of the Contract on the dates written below.

PIMA COUNTY

Chairman, Board of Supervisors

Date

ATTEST

Clerk of the Board

Date

CONTRACTOR



Authorized Officer Signature


Aaron Moser, CFO

Printed Name and Title

06/28/2024

Date

APPROVED AS TO FORM



Deputy County Attorney

Sarah Meadows

Print DCA Name

EXHIBIT A: SCOPE OF SERVICES



STREETLIGHT

Proposal for Pima County, AZ

Proposed by:
StreetLight Data, Inc.
Danny Yoder, AICP
Customer Success Manager
Danny.yoder@streetlightdata.com
415.356.2074

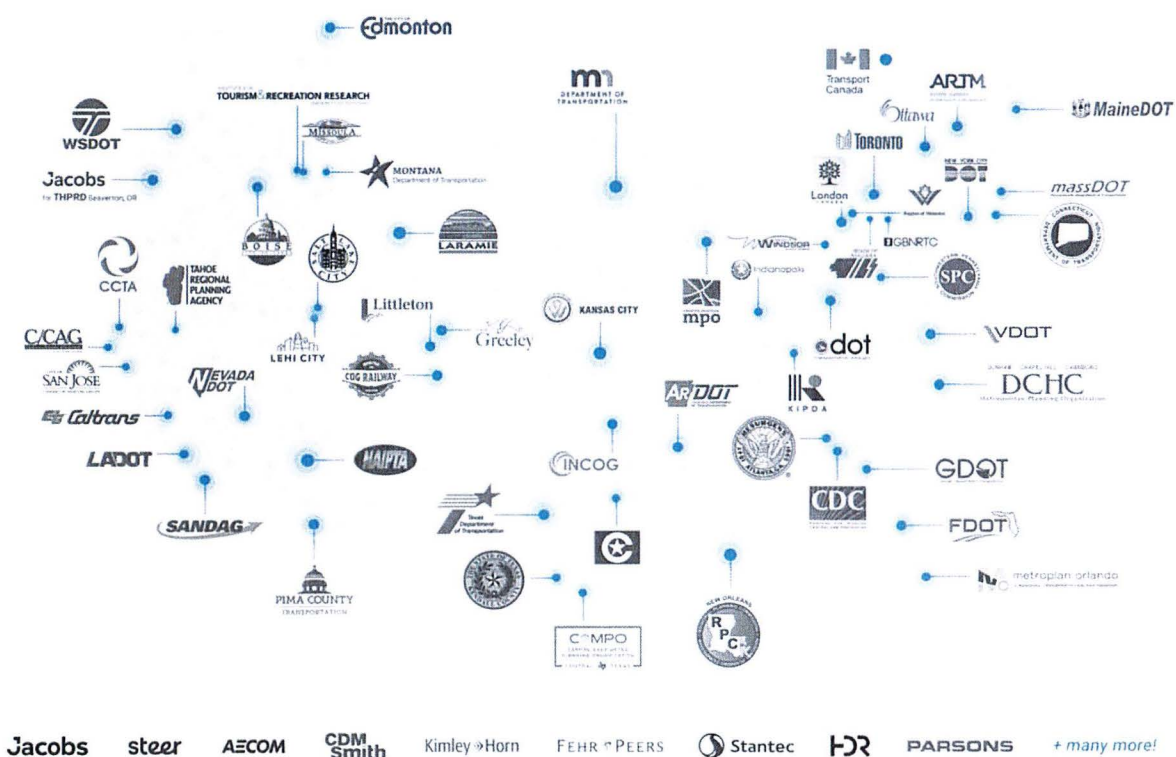
Proprietary and Confidential

ABOUT STREETLIGHT

StreetLight Data, Inc. ("StreetLight") pioneered the use of Big Data analytics to shed light on how people, goods, and services move, empowering smarter, data-driven transportation decisions. StreetLight applies proprietary machine-learning algorithms and its vast data processing resources to measure travel patterns of vehicles, bicycles and pedestrians, accessible as analytics on the interactive StreetLight InSight® SaaS platform. Acquired by Jacobs as a subsidiary in February 2022, StreetLight provides innovative digital solutions to help communities **reduce congestion, improve safe and equitable transportation**, and **maximize the positive impact of infrastructure investment**.

Trusted by transportation agencies since 2011

With projects in 48 U.S. states and all 10 Canadian provinces, our Metrics have been used and validated by hundreds of public agencies, transportation consulting firms, and private companies. In addition, several state transportation agencies, MPOs and large cities, including Virginia DOT, Ohio DOT, Minnesota DOT, Washington State DOT, Massachusetts DOT, Maine DOT, Los Angeles DOT, and New York City DOT, have software-as-a-service subscriptions that allow them to run an unlimited number of analyses within their geography.



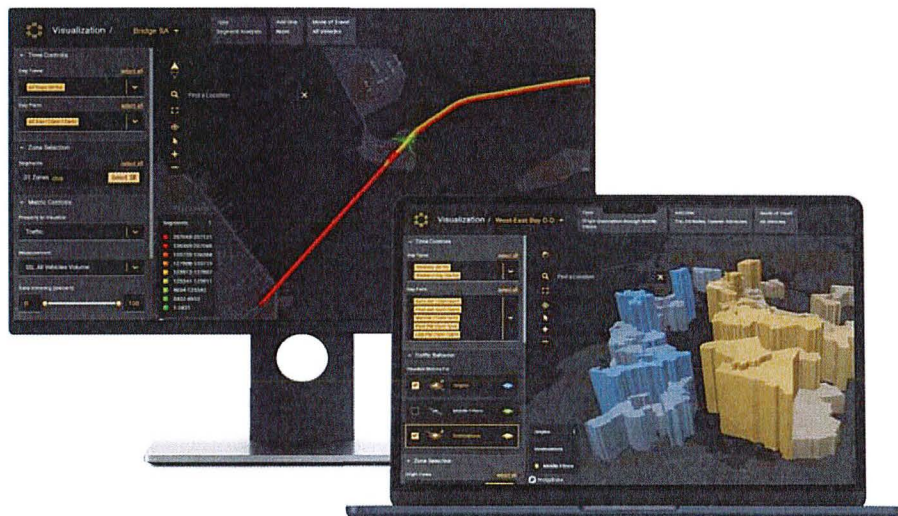
What sets StreetLight apart

Industry-leading Big Data Sources: With over 10 years of history, StreetLight has the most robust historical data foundation and an unmatched empirical understanding of mobility. With a long history of routinely evaluating, benchmarking and picking the most reliable data sources, we have built a repository of several hundred sources that contribute to our Route Science® engine.

On-demand Software - get quick access to data that makes decisions better: The software-as-a-service subscription model allows your organization to run an unlimited number of analyses within your geography without incremental costs, making it affordable to collect data regularly and to study behavior changes over time. The easy-to-use software platform allows your team to independently run their own analytics on demand with specific, customized parameters (i.e., type of day, time of day, bicycle or vehicle trips, etc.). You can also prove out the efficacy of projects with data-driven insights to justify your decisions and demonstrate impact.

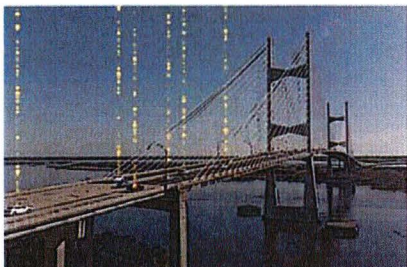
StreetLight's leading mobility analytics solution enables transportation professionals to

- 1 Use the most widely adopted transportation platform, **validated by agencies nationwide.**
- 2 Measure transportation at **any level of spatial and temporal granularity.**
- 3 **Leverage our use-case focused analytics**, purpose-built by transportation experts and tested by your agency peers.
- 4 Take advantage of our 10+ year repository of mobility patterns – **and new data sources as they emerge.**
- 5 Access insights in **multiple formats that integrate into your workflow** (CSV, Esri ArcGIS, API, and more).



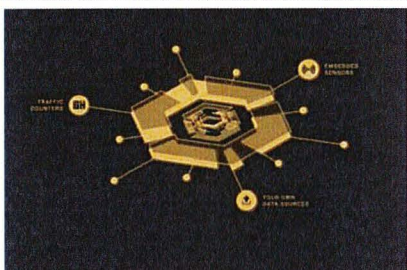
How StreetLight InSight® Works

At the core of StreetLight's success is the StreetLight InSight® transportation analytics platform, powered by StreetLight's proprietary data processing engine, Route Science®:



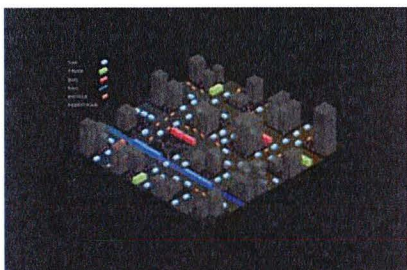
It begins with Big Data

Every month, StreetLight ingests, indexes, and processes vast amounts of location data from connected devices and the Internet of Things, then adds context from numerous other sources like parcel data and digital road network data – to develop a view into North America's complex network of roads, bike lanes and sidewalks.



Route Science®, more data, and validation

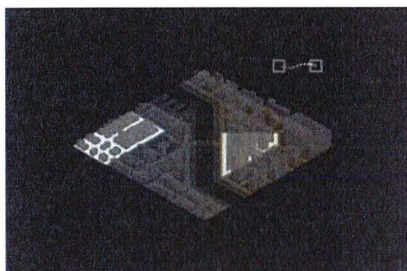
Next, StreetLight's proprietary data processing engine, Route Science®, algorithmically transforms trillions of location data points over time into contextualized, aggregated, and normalized travel patterns. StreetLight validates them using thousands of traffic counters and embedded sensors.



Result: Multimode Metrics for millions of roads and census blocks

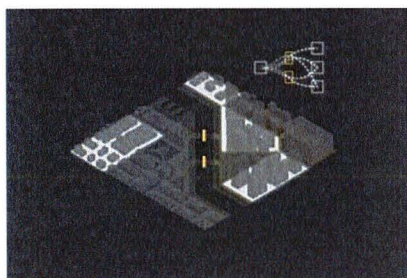
Route Science® then normalizes and aggregates the data into analytics, delivering unique insights into how vehicles, trucks, bicycles, pedestrians, buses, and more move throughout the transportation network.

Accessible via StreetLight InSight®, the world's first on-demand web platform for transportation, users can analyze, visualize, and compare travel patterns at multiple spatial levels.



Analyze traffic between geographic zones or mobility Metrics for any road in a few clicks

Select locations or draw your own "zones" and analyze travel patterns between them. Study cohorts of trips that originate in, have destinations in, or pass through the zones. Place a gate on a road — or 50,000 roads — and obtain Metrics for trips passing through each gate. AADT traffic counts, average travel distances, and top origins and destinations are a few clicks away, saving customers thousands of hours in data collection, organization, synthesizing, and modeling.



Diagnose and solve complex transportation problems

StreetLight InSight® consolidates and visualizes complex Multimode traffic patterns that help transportation professionals tackle their planning goals and challenges. With on-demand historic data for before-and-after comparisons, StreetLight provides users with a powerful validation tool – empirical findings visualized, and ready to share with constituents.

STREETLIGHT SUBSCRIPTION

Solution Packages

This proposal details an annual Solution Packages subscription for Pima County, AZ to StreetLight InSight®. The Solution Packages Subscription allows you to run an unlimited number of StreetLight InSight® analyses during the year within the limited geographic region¹ around the County. Use will be subject to a standard StreetLight End User License Agreement.

Solution Package	Metrics ² Included	Modes Included
Enterprise (All Metrics, All Modes)	Volume, Origin-Destination, Select Link, Demographics, routing, Speed, VMT, VHD, and more	All Vehicles, Trucks, Bicycles, Pedestrians, Bus, Rail

The Enterprise solution package includes access to future metrics, features, and analysis types.

Subscription Fee

Solution Package Subscription Fees are dependent upon the type of Solutions Packages (made up of specific StreetLight Metrics and modes) and the number of Traffic Analysis Zones (TAZs)³ within a region. For this proposal, the Pima County region is assumed to be made up of 692 TAZs. Access will be provided staff of Pima County, The City of Tucson, the University of Arizona, and authorized consultants.

Annual Subscription Fee		
	ITEMS	COST
SUBSCRIPTION		
Solutions Package	Enterprise	\$327,000
ADDITIONAL ITEMS		
SUPPORT	Standard	Included
SERVICES	N/A	N/A
ACCESS		
MULTI-DOMAIN	Yes	Included
USER SEATS ⁴	30 Seats	Included
API	Yes	\$0
TOTAL		\$327,000
Discount		5%
Total (Per Year)		\$310,000

STREETLIGHT INSIGHT®

Solution Packages Proposal

All subscriptions include*:



Interactive dashboard



Project sample size and calibration feature



Time period settings including Day Types, Day Parts, Monthly Data Period, 15-minute bin day parts



Standard Support, eLearning Training Portal and live trainings, Help Center

*Where applicable

¹ Pima County will be limited to running analyses for trips that start, end, or pass through the County with a 0.5 mile buffer

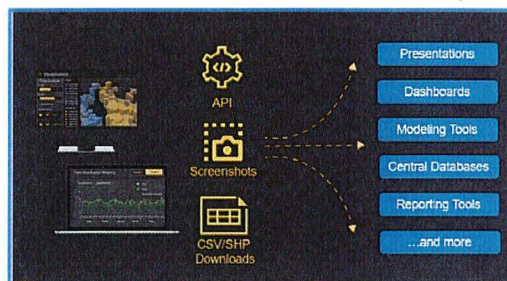
² Analysis types are listed and defined in the Appendix. All include inferred Trip and Traveler Attributes where available.

³ TAZ is defined as U.S. Census Traffic Analysis Zone

⁴ User Seats include up to 30 staff members or consultants who will be allowed access to the web application



Customer is responsible for all applicable taxes. Subscription fees are payable at time of purchase.
This quote is valid until June 12, 2024.

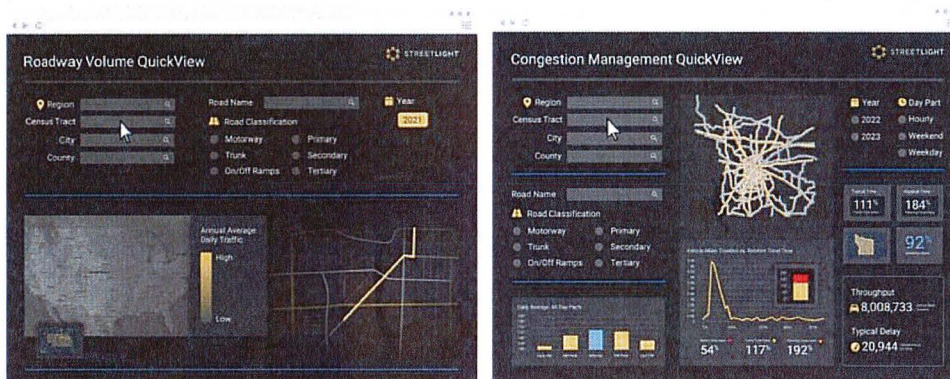


Integrate StreetLight into your workflow

All Metrics are available as .shp files, CSV files, and visualizations. Download analysis results in whichever format you choose to plug directly into your presentations, dashboards, modeling tools, central databases, reporting tools, and more. You can also export analyses directly from StreetLight InSight® to ArcGIS Online to seamlessly visualize Metrics in ArcGIS apps.

New StreetLight InSight® QuickView tools

As a part of Pima County's subscription to the Enterprise Solution Package, users will be able to also access the new Congestion Management, Roadway Volumes, and Corridor Study QuickView tools that deliver at-scale analysis for an entire region in just a few clicks. These tools allow your organization to empower your decision making with impactful macro-level mobility trends and showcase visualizations to stakeholders with an easily sharable output. You can zoom in on specific areas of focus to then perform more advanced and granular analysis with the other StreetLight InSight® analyses.



Self-paced Onboarding & Training

All users will have access to on-demand eLearning courses and live sessions via the StreetLight Training Portal, as well as in-app guidance. The guided eLearning courses include customized learning paths that introduce users to specific topics in bite-sized units, while the interactive live trainings offer in-depth group training sessions that tackle fundamentals, tips and tricks, and more advanced topics. StreetLight will provide one virtual private training for Pima County users for each contract year.

Standard Support & Help Center

All users will have access to the StreetLight Help Center, a comprehensive online resource with 250+ articles that feature FAQs, best practices, tips and tricks, and more. StreetLight's Support Team is also available to answer questions users have on a day-to-day basis. The Support Team can be contacted

via a Help Center form, and team members are available during normal business hours across all time zones in Continental North America. Standard Support initial response times are up to one business day. Customers that prefer rapid responses and prioritized tickets can consider StreetLight's Premium Support offering as detailed below.



StreetLight Summit and User Group Meetings

StreetLight holds User Group Meetings and a virtual StreetLight Summit. These events provide opportunities for users from across different public agencies and engineering firms to present use cases and share examples about lessons learned from use of the StreetLight InSight® software. Training sessions, product roadmap “sneak peeks,” and feedback sessions also occur.

APPENDIX: GLOSSARY OF STREETLIGHT TERMS

Analysis: A “run” or “query” within StreetLight InSight®. The user selects zones, a project type, and project options for each project, then runs the project by clicking “confirm.”

Analysis Options: Available for most project types. These allow the user to configure options, such as day parts, day types, or data source, before running an analysis.

Commercial Vehicle Segmentation: Medium-Duty Trucks = 14,000 – 26,000 lbs., Heavy-Duty Trucks > 26,000 lbs.

Core Transportation Behavior Metrics: They include Origin-Destination, Origin-Destination with Middle Filter, Origin-Destination with Preset Geographies, Zone Analysis, Trip Attributes, Traveler Attributes, and Home and Work Locations.

Data Period: Months to analyze. Availability of data periods may vary based on mode of travel.

Day Part: Grouping of hours-of-the-day for an analysis. 15-minute bin day parts are available to analyze more granular metrics. If defaults are not appropriate, users can customize these values.

Day Type: Grouping of days-of-the-week for an analysis. If defaults are not appropriate, users can customize these values.

Home and Work Locations: Inferred probable home and work locations for composite groups of people aggregated to 1km X 1km grids, Census Block Groups, ZIP Codes, metropolitan areas, and states.

Intersection: Contains three or four “gates” that serve as zones. This is only available in the Turning Movement Counts analysis type.

Origin-Destination Matrix: Relative volume and average travel time of commercial and personal trips between origin and destination zones. Users may enter both origins and destinations of their choice or use a standard geography such as “all ZIP Codes.”

Origin-Destination through Middle Filters (combine with O-D for Routing): Relative volume and average travel time of trips that pass through middle-filter zones, or links, when traveling between origin and destination zones.

Peak Hour Factor: Compares the busiest 15-minutes to the average 15-minute volume during the peak hour, indicating how consistent traffic volume is during the peak hour.

Segment Analysis: Provides the relative volume, speed percentiles including 85th percentile, average speed, travel time, VMT/VKT, vehicle hours of delay (VHD), and free flow speed of trips through corridors.

Vehicle Hours of Delay (VHD): Is a measure of congestion and is calculated as the estimate of hours of travel in free flow speed subtracted from the hours of travel in congested speed.

$$VHD = (VMT / \text{Congested Speed (Average Segment Speed) [MPH]}) - (VMT / \text{Free Flow Speed [MPH]})$$

Vehicle Miles of Travel (VMT): It is a measure of highway travel demand and is calculated as the number of vehicles using a segment of highway multiplied by the length of the highway. Also, measured from trip metrics by multiplying the trips between Origins and Destinations by the average trip length of the trips.

Free Flow Speed: The maximum Average Segment Speed in any one hour of the day in the data period.

Specific Date: The ability to run single days as an analysis or different “collections” of days as a new day type. This feature also allows you to exclude certain days.

StreetLight AADT: Estimate of average annual daily traffic in 2021 (U.S.). You can also access historic AADT from 2017, 2018, 2019, and 2020 (U.S. and Canada). (Note: This Metric is provided as an estimated count based on 365 days of data. It is derived from multiple data sources, including both navigation-GPS and Location-Based Services data). StreetLight AADT Metric provides year-over-year comparability across the 2019-2021 data periods.

Top Routes Analysis: Identifies the road segments with the most traffic between selected origin and destination zones or traveling to or from a single zone.

Traveler Attributes: Inferred Trip purpose (Home-, Work-, or Other-based combinations), Demographics of Travelers (Race/Ethnicity, Foreign Born, Limited English Proficiency, Disability Status, Education Status, Household Income, Household

Size/Family Status, Housing Tenure, Units in Structure, Vehicle Ownership).

Turning Movement Counts: Provides intersection volumes with 15-minute granularity, Peak Hour Factor, Peak AM/PM Metrics, and more.

Trip Attributes: Travel time, trip length, trip speed, trip circuitry. Trip Attributes Metrics are provided as an average and as a distribution of values into customizable bins.

Trip Circuitry: The average and distribution of circuitry for trips between zones, or at a zone. Circuitry is defined as (length of trip) / (crow's flight distance between start and end point).

Travel Time (seconds): The average and distribution trip time in seconds for trips between zones, or at a zone.

Trip Length (miles): The average and distribution trip length in miles for trips between zones, or at a zone.

Trip Speed (mph): The average trip and distribution speed in miles per hour for trips between zones, or at a zone.

Trips to or from Preset Geography Analysis: Origin-Destination by ZIP Code, Census Block Group, or Census TAZs, to a corresponding set of zones. This analysis type is ideal if you don't know your full zone matrix, and instead want to see how a set of zones relates to standard geographies.

Zone Activity Analysis: Relative volume of trips that originate in, have destinations in, or pass through each zone analyzed.

Zone Library: The Zone Library is a feature that lets you choose zones you want to analyze from a map without having to draw or upload zones into zone sets. This includes OSM Line Segments, Standard Areas (U.S. Zip Codes, U.S. Census Block Groups, U.S. Traffic Analysis Zones, U.S. Census Tracts, U.S. Cities and Counties, Canada Dissemination Areas, Canada Census Tracts, Canada Census Subdivisions), and Rail (Rail Agencies, Rail Lines, Rail Line Segments, and Rail Stations).

Zone Traffic: StreetLight trip value representing the volume of all trips at a zone. Depending on whether the zone is pass-through or not, this will represent trips that pass through the zone, or trips that start or end in the zone.

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 4 Embarcadero Center, Suite 3800, San Francisco, CA 94105, ("Streetlight") and **CUSTOMER, an Entity** organized under the laws of **State of Incorporation** with offices at **Address**, ("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 (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 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 license to access and use the Data Products and 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. Streetlight acknowledges that Customer may deliver the Subscribed Output to named consultants who are performing subcontracting services in support of a specific Subscription Order. Customer shall be responsible for ensuring that Users access the Subscribed Output and Data Products 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 Streetlight will be entitled to late-payment fees on undisputed amounts due if payments are not received within thirty (30) days after the due date. Late payment fees are defined as the lesser of one and a half percent (1.5%) of the amount due, compounded each subsequent thirty (30) day period that invoices remain unpaid, or the maximum amount permitted by law. 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, the Data Products, and the Subscribed Output, are owned exclusively by Streetlight. 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, Streetlight reserves all rights in the Data Products and Subscribed Output 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) 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 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.

8.1 Indemnification.

(a) To the extent permitted by law, 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 non-compliance with all applicable laws, or the violation of any applicable law or regulation; (ii) Customer's use of the Data Products; and (iii) Customer's breach of its confidentiality obligations or any other term of this Agreement.

(b) Streetlight hereby agrees to indemnify and defend Customer and its directors, officers, agents and employees, and hold them harmless, against any third party claims, suits, actions, loss, damages, liabilities costs or expenses (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; (ii) the indemnified party giving the indemnifying party sole control of the defense thereof and any related settlement negotiations, and (iii) the indemnified party cooperating and, at the indemnifying party's request and expense, assisting in such defense.

8.3 Limitation of Liability.

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

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

9. TERM AND TERMINATION.

9.1 Term. This Agreement is effective as of the Effective Date and shall continue in full force and

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

9.2 Termination.

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

(b) Without limiting the general application of Section 9.2(a), if Streetlight reasonably believes that Customer is violating or has violated Sections 2.3, 2.5 or 2.6 in any material way, Streetlight may suspend Customer access to the Data Products immediately upon 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 notice to Customer.

(c) Customer may terminate this Agreement or any Subscription Order immediately upon notice to the 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 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 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.