



DATA AUTHORIZATION AGREEMENT

This is an agreement between the Mid-America Regional Council (“MARC”) and Traffic Technology Services, Inc. (“TTS”). Both the MARC and TTS are each sometimes referred in the agreement as “Party” and both the MARC and TTS are sometimes referred in this Agreement together as “Parties”.

RECITALS

Whereas, TTS is in the business of developing technologies, strategies, and systems for use in maximizing the efficiency of transportation end users and thus the overall capacity of existing transportation networks; and

Whereas, MARC serves the nine-county Kansas City metropolitan area, which includes 119 separate city governmental agencies (each herein an "Agency") on a wide range of projects and initiatives; and

Whereas, MARC facilitates a regional arterial traffic signal coordination system for the Kansas City Urban Area known as "Operation Green Light" for those Agencies that have entered into funding and/or operating agreements with MARC for such purpose (herein the "Member Agencies"); and

Whereas, MARC, pursuant to those certain agreements with TransCore ITS, LLC ("TransCore"), including the Consulting Services Agreement dated September 20th, 2010, and the Software Licensing Agreement dated on or about October 24, 2003 attached thereto (collectively the "TransCore Agreement"), operates the TransCore TransSuite software products (the "TransCore System") for and on behalf the Member Agencies; and

Whereas, the operation of the TransCore TransSuite software products for and on behalf of the Member Agencies results in the collection of Real Time Traffic Signal Data (defined below); and

Whereas, TTS has a significant business interest to access Real Time Traffic Signal Data as the input into its proprietary and patented processes; and

Whereas, TTS desires permission to obtain access to the Real Time Traffic Signal Data pertaining to the Member Agencies for use in conjunction with its business; and

Whereas, TTS agrees to provide related inventories, signal performance metrics, and other formatted data products in exchange for access to these Real Time Traffic Signal Data; and

Whereas, subject to the consent and approval of TransCore, MARC agrees to provide TTS with Real Time Traffic Data for those of its Member Agencies that have entered into Participation Agreements hereunder in the form of that attached hereto as Exhibit A (herein "Participating Agencies").

Now therefore, TTS and MARC agree as follows:



AGREEMENT

1. Definitions

“**Agency Data**” means, with respect to Participating Agencies, collectively, Real Time Traffic Signal Data, Traffic Signal Timing Data, and any other data of the Participating Agencies provided or made available to TTS under this Agreement.

“**Real Time Traffic Signal Data**” means signal status and states, demand status and states, and other information available from the traffic signal controller or system or the advanced applicable traffic management system (ATMS).

“**Traffic Signal Timing Data**” means signal timing plans, as-built intersection design, traffic signal plans, signal control plans, or other documents that identify the time-of-day plans.

“**Product**” means the information derived from the Real Time Traffic Signal Data and Traffic Signal Timing Data, marketed, distributed, and sold as “Personal Signal Assistant®” or related products.

2. Authorized Representatives

Ray Webb is designated by MARC as its authorized representative (“MARC Contact”). MARC agrees to use commercially reasonable efforts to make the MARC Contact reasonably available to coordinate with TTS and Operation Green Light Participating Agencies, subject to the MARC Contact's other duties and responsibilities to MARC.

Member Agencies include:

- | | | |
|-----------------|-----------------|-------------------|
| Bonner Springs | Olathe | Independence |
| Fairway | Overland Park | Kansas City, MO |
| Kansas City, KS | Prairie Village | Lee's Summit |
| Lansing | Shawnee | Liberty |
| Leavenworth | Westwood | North Kansas City |
| Leawood | Belton | Raymore |
| Lenexa | Blue Springs | KDOT |
| Merriam | Gladstone | MoDOT |
| Mission | Grandview | |
| Mission Woods | | |

Those Member Agencies that execute a Participation Agreement and Authorization Agreement will be deemed Participating Agencies hereunder.

The Chief Executive Officer, Chief Marketing Officer, or Director of Government Accounts are designated by TTS as its authorized representatives (“TTS Agent”).



3. Purpose and Scope

TTS desires access to the Real Time Traffic Signal Data, to include signal status and states, demand status and states, and other information available from traffic signal controller or ATMS. In addition, TTS desires access to time of day signal timing parameters. TTS will use these data in patented, proprietary processes to produce Product for use by TTS customers and other interested parties.

The intended use of the Product is for connected vehicle applications and analytics to improve the vehicle performance or efficiency, improve ride comfort for driver or operator and passengers, provide information to the driver or operator, monitor driving behaviors, monitor infrastructure operations, or apply to automated operations or features.

TTS shall limit its customers' applications of the derived Product for applications that do not violate local, state, or federal laws, or uses that will not be used in a manner to encourage undesirable driver behavior.

The Product is not permitted for traffic law enforcement.

4. Access of Traffic Signal Timing Data

Participating Agencies and MARC hereby grant TTS access to Traffic Signal Timing Data. TTS will work with MARC and/or TransCore to obtain data in the most efficient and non-intrusive manner, which may include access to the TransCore System, the ATMS, or the Participating Agencies traffic signal controllers. The Participating Agencies and MARC will not charge TTS a fee to be provided with access to this Traffic Signal Timing Data, provided that TTS will be responsible for any costs associated with obtaining or making the data available.

5. Access of Real Time Traffic Signal Data

Participating Agencies and MARC hereby grant TTS non-exclusive, non-transferable, non-sublicensable, limited, and royalty free access to obtain and utilize the Participating Agencies Real Time Traffic Signal Data. The Participating Agencies and MARC will not charge TTS a fee to be provided with access to the Real Time Signal Data, provided that TTS will be responsible for any costs associated with obtaining or making the data available. TTS will be responsible for all vendor costs associated with making system modifications to make the Real Time Signal Data available. TTS shall have the right to use the data in any manner it deems appropriate in furtherance of its business purposes, including without limitation providing the derivatives of the data and Product to third parties, subject to the terms of this Agreement and compliance with all applicable laws, rules and regulations. The Participating Agencies and MARC reserve the right to make available the same data for any other parties.

6. Ownership of and Rights to Data

The Participating Agencies and MARC retain all rights to the raw data, or Real Time Traffic Signal Data, being provided to TTS. TTS shall own all rights to Product and any formatted, predictive, or derivative data generated from the raw data.



7. Reporting

TTS shall provide Participating Agencies and MARC with periodic reports, at least quarterly, of traffic signal performance metrics of Product.

8. Indemnification

TTS will indemnify, defend, save, and hold harmless the Participating Agencies and MARC and their elected officials, employees, and agents from all claims, including but not limited to claims that arise from or relate to (i) any use or disclosure of any data obtained or provided to TTS hereunder, including any Products created by TTS from such data, (ii) a breach of TTS' representations and warranties, (iii) any personal injury, death or property damage caused by any alleged act, omission, error, fault, mistake or negligence of TTS, its employees, agents, or representatives in connection with or incident to TTS' performance under or related to this Agreement, and (iv) the infringement of any patent, copyright, trademark, trade secret or other proprietary right of any third party by TTS' use of any data provided or obtained under this Agreement.

9. Representations and Warranties

Participating Agencies and MARC make no warranties hereunder whatsoever, including any warranties pertaining to the quality or accuracy of the data provided under this Agreement. The Participating Agencies and MARC do not warrant that they will be able to continuously provide the data without interruption and expressly reserves the right to discontinue the data stream at any time. Notwithstanding anything to the contrary herein, the Participating Agencies and MARC reserve the right to immediately discontinue access to any data or the Agency Data stream without notice and at their discretion upon evidence of tampering or other unauthorized interference with the data or system. Participating Agencies and MARC make no other representations or warranties.

10. Limitation of Liability

Participating Agencies and MARC assume no liability hereunder whatsoever. Nothing in this Agreement excludes or limits TTS's liability for: (a) fraud or fraudulent misrepresentation; (b) breach of confidentiality; (c) indemnification obligations under [Section 8](#) above; (d) claims for personal injury, including death, or damage to real property or tangible personal property arising from the negligence, reckless conduct or intentional acts of a Party, its officers, employees or agents; or (e) matters that cannot be excluded or limited under applicable law.

11. Term

Unless terminated earlier in accordance with Section 12, this Agreement will begin on the latest date of the signature (the "Effective Date") and continue for one (1) year (the "Initial Term"). This Agreement will automatically renew on the anniversary of the Effective Date for successive one (1) year periods unless either party provides written notice of non-renewal at least thirty (30) days before the end of the then-current term (collectively, "Renewal Terms"). The "Term" will consist of the Initial Term and all Renewal Terms, if any.



12. Termination

Parties shall have the right to terminate this Agreement by providing written notice to the other Party within thirty (30) days, unless identified otherwise in this Agreement.

13. Data Destruction

Upon termination of this Agreement, TTS shall destroy all raw data whatever form or medium, including all copies thereof. TTS shall destroy the data no later than thirty (30) days following termination of this Agreement.

14. Notices

Absent notice to the contrary in writing, all communications to TTS shall be sent to:

Traffic Technology Services, Inc.
Attn: Contracts & Agreements
17933 NW Evergreen Pkwy, Suite 240
Beaverton, OR 97006
or email: suppliers@trafficechserivces.com

Absent notice to the contrary in writing, all communications to the MARC shall be sent to:

Mid-America Regional Council
600 Broadway, Suite 200
Kansas City, MO 64105
Attention: Ray Webb
And by email to: rwebb@MARC.ORG

or at any other address as any Party may, from time to time, designate by notice given in compliance with this Section.

15. Assignment

Neither Party shall assign, transfer, subcontract, or delegate all or any part of this Agreement, or any interest therein, without the other Party's prior written consent, which shall not be unreasonably withheld.

16. Agreement Binding

This Agreement shall be binding upon the successors of MARC, TTS Agent, TTS, or the Participating Agencies and assigns of the Parties hereto.

17. Personal Liability

Nothing in this Agreement may be construed to create any personal liability on the part of any officer or agent of any Party to this Agreement.



18. Choice of Law

This Agreement shall be governed in all respects by and construed under the laws of the State in which MARC resides as such laws are applied to agreements between residents of that State entered into and to be performed entirely within that State.

19. Choice of Forum

The Parties agree to institute any litigation concerning the enforcement or interpretation of the Agreement in the courts of jurisdiction for MARC, unless the claim must be brought in a federal forum, in which case it must be brought and adjudicated exclusively within the United States District Court for the Western District of Missouri. TTS hereby consents to the personal jurisdiction of these courts, waives any objection to venue in these courts, and waives any claim that either of these courts is an inconvenient forum. In no way may this Section or any other term of this Agreement be construed as a waiver by MARC or any Participating Agency of any form of defense or immunity, whether it is sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States, or otherwise, from any Claim or from the jurisdiction of any court.

20. Waiver

Any waiver of any breach of any condition or covenant herein contained to be kept and performed by either Party shall not be deemed or considered as a continuing waiver, and shall not operate to bar or prevent the non-breaching Party from declaring a default for any succeeding breach, either of the same condition or covenant or otherwise.

21. Severability

If any term (or part of a term) of this Agreement is invalid, illegal, or unenforceable, the rest of the Agreement will remain in effect.

22. Interpretation of the Agreement

The Parties acknowledge that each of the Parties have participated in the drafting of this Agreement. No Party shall be considered to be the drafter of this Agreement for the purposes of interpretation.

23. Parties in Interest

Nothing herein shall be construed to be to the benefit of any third party not identified or referenced in this Agreement, nor is it intended that any provision shall be for the benefit of any such third party.

24. Force Majeure

Neither Party will be liable for failure or delay in performance to the extent caused by circumstances beyond reasonable control.



25. Entire Agreement

This Agreement constitutes the entire agreement between the Parties. This Agreement supersedes all proposals and oral and written agreements between the Parties on this subject. No modifications, alterations, changes, or waiver to this Agreement or any of its terms shall be valid or binding unless accomplished by a written amendment signed by both Parties.

IN WITNESS OF THIS, the Parties hereby execute this Agreement through their authorized representatives.

MARC
[Signature] 8/13/2019
Signature Date
DAVID A. WARM
Printed Name
EXECUTIVE DIRECTOR
Title

TTS
[Signature] 8/26/2019
Signature Date
Kiel R. Ova
Printed Name
CMO
Title

Consent and Approval of TransCore:

By signing below, TransCore acknowledges and agrees that by providing TTS with access to the TransCore System as contemplated herein, MARC and the Participating Agencies will not be considered in breach of or in default under the terms of the TransCore Agreement (as defined herein).

TransCore ITS, LLC

[Signature] 8/26/19
Signature Date
Michael R. Mauritz
Printed Name
Sr. Vice President
Title



EXHIBIT A

AGENCY PARTICIPATION AGREEMENT

This Agency Participation Agreement, (the "Participation Agreement") is entered into as of _____, ___ 2019 (the "Effective Date") by and among the Mid-America Regional Council ("MARC"), Traffic Technology Services, Inc. ("TTS"), and _____ [name of participating Agency] ("Participating Agency"), in conjunction with the Data Authorization Agreement (hereinafter the "Underlying Agreement") between MARC and TTS date on or about _____, ___ 2019.

RECITALS

Participating Agency is an Operation Green Light Member Agency (as such terms are defined in the Underlying Agreement), and desires to join the Underlying Agreement as a Participating Agency, subject to the terms and conditions of the Underlying Agreement, as expressly supplemented and modified by this Participation Agreement.

AGREEMENT

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

1. **Incorporation of Underlying Agreement.** TTS, MARC and Participating Agency agree that all of the terms and conditions of the Underlying Agreement are incorporated herein by this reference. For purposes of applying the Underlying Agreement to this Participation Agreement, Participating Agency shall have all of the obligations, rights and remedies of MARC as set forth in the Underlying Agreement. Any capitalized term not defined herein shall have the meaning ascribed to it in the Underlying Agreement.

2. **Adoption of Underlying Agreement.** Participating Agency acknowledges and agrees that it is participating under the Underlying Agreement and that MARC and/or TTS may modify the Underlying Agreement at any time. Participating Agency agrees to all of the terms and conditions set forth in the Underlying Agreement as so modified, and hereby consents to, agrees to be bound by, any extensions, deletions or other modifications of the terms and conditions of the Underlying Agreement agreed upon by MARC and TTS, provided that TTS agrees to provide Participating Agency with notice of any such amendment or modification promptly when made. Any such amendments or modifications shall be binding on Participating Agency thirty days following TTS's written notice to Participating Agency describing the amendment or modification. TTS acknowledges and agrees that all terms, conditions, rights and remedies under the Underlying Agreement are fully enforceable against it by Participating Agency, provided, however, that: (a) Participating Agency has no obligation under this Participation Agreement for the obligations of MARC or any other Participating Agencies under the Underlying Agreement; (b) Participating Agency has no rights to set or modify the agreed upon term between TTS and MARC; and (c) Participating Agency has no right to terminate the Underlying Agreement or any other Participating Agency's Participation Agreement.



3. **Limitations Among Participants.** Participating Agency is not liable for any obligations of MARC or any other Participating Agency, as applicable, under the Underlying Agreement or any of their respective Participation Agreements. MARC is not liable for any obligations of any Participating Agency under the Underlying Agreement or any of their respective Participation Agreements. UNDER NO CIRCUMSTANCES SHALL MARC OR ANY PARTICIPATING AGENCY HAVE ANY RESPONSIBILITY FOR OR BE JOINTLY OR SEVERALLY LIABLE FOR THE OBLIGATIONS OF EACH OTHER OR ANY OTHER PARTICIPATING AGENCY.

4. **Term.** This Participation Agreement will commence on the date first written above and will be coterminous with the Underlying Agreement. Notwithstanding the foregoing, the Participating Agency may terminate this Participation Agreement at any time on thirty (30) days' notice to the other parties.

5. **Departure of Agency.** In the event that Participating Agency no longer meets the definition of "Member Agency" under the Underlying Agreement, then any of MARC, TTS or the Participating Agency may terminate this Participation Agreement on written notice to the other parties.

6. **Address for Notices.** All notices, requests, demands and other communications to Participating Agency required or permitted under this Participation Agreement shall be provided to the address set forth below:

Absent notice to the contrary in writing, all communications to TTS shall be sent to:

Traffic Technology Services, Inc.
Attn: Contracts & Agreements
17933 NW Evergreen Pkwy, Suite 240
Beaverton, OR 97006
or email: suppliers@traffichtechnologies.com

Absent notice to the contrary in writing, all communications to the MARC shall be sent to:

Mid-America Regional Council
600 Broadway, Suite 200
Kansas City, MO 64105
Attention: Ray Webb
And by email to: rwebb@MARC.ORG



Absent notice to the contrary in writing, all communications to the Participating Agency shall be sent to:

IN WITNESS WHEREOF, the parties hereto have executed this Participation Agreement as of the date first written above.

MARC
David A. Warm 8/13/19
Signature / Date
DAVID A. WARM
Printed Name
EXECUTIVE DIRECTOR
Title/Date

TTS
Kiel R. Ova 8/26/2019
Signature Date
Kiel R. Ova
Printed Name
CMO
Title/Date

PARTICIPATING AGENCY

Signature Date

Printed Name

Title/Date