STREETLINE
Connecting the Real World

1200 Park Place #150
San Mateo, CA 94403

Order Form

This Order Form is placed by undersigned customer ("**Customer**") in accordance with Streetline, Inc. ("**Streetline**") Scope of Services (hereto attached as Exhibit A), the Terms of Use (attached hereto as Exhibit B) and the API License Terms (attached hereto as Exhibit C). This Order Form, along with exhibits attached hereto, are referred to collectively as the "**Agreement**." By signing this Order Form, Customer agrees to the terms and conditions of the Agreement, effective as of the date of execution by the last party to sign below ("**Effective Date**"). Use of the Service by Customer is subject to Customer's agreement to the Terms of Use prior to first use of the Service and Customer's ongoing compliance with the Terms of Use.

The Service will include Streetline's web-based and/or mobile-based application suite and modules as further described in the Scope of Services, including any updates and upgrades made available to Customer by Streetline, but excluding Third Party Applications ("**Service**"). As part of the Service, if indicated in the Scope of Services, Streetline shall provide Customer with technical support and assistance in its use of the Service as described in the Scope of Services.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by duly authorized representatives of the parties as of the Effective Date.

CITY OF (CUSTOMER)   STREETLINE, INC.

By: _____   By: _____
        Signature   Signature

Name: _____   Name: _____
        Print or Type   Print or Type

Title: _____   Title: _____

Date: _____   Date: _____

Address: Address:
(Address here)   1200 Park Place, Suite 150
                                                 San Mateo, California 94403

Order Form Summary

Product or Service	Qty.	Price	Total
Scope of Services			
Streetline Hybrid Smart Parking Service	1	$0	$0
On-Street Block Coverage	750 Blocks (1,500 block faces)	$0	$0
Total On-Street Block Coverage	**750 Blocks (1,500 block faces)**	**$0**	**$0**
Services			
Consumer Parking Guidance			
Parker - On/Off-Street Mobile Guidance		$0	$0
ParkEdge - Off-Street Static Data Directory	3 years, unlimited use	$0	$0
ParkEdge RT- Real-Time Off Street Availability	1 year , unlimited use	$0	$0
ParkerMap - On/Off-Street Guidance Web Widget	3 years, unlimited use	$0	$0
Parking Policy Optimization Analytics			
Occupancy	ParkSight Analytics	$0	$0
Demand Based Pricing	ParkSight Analytics	$0	$0
Duration of Stay	ParkSight Analytics	$0	$0
Turnover	ParkSight Analytics	$0	$0
Subtotal for Services			
Fees			
Activation Fee To Go Live	(750) Blocks	$0	$0
Monthly Fee	(750) Blocks	$0	$0
Total for Services			$0

See Exhibit A and Exhibit B below for more details.

Exhibit A

SCOPE OF SERVICES

General

Purpose	Smart Parking program implementing Streetline parking service applications for the agreed number of blocks of demarcated, contiguous parking spaces in one or more designated areas within the city of (Customer), with specific locations to be mutually agreed to by Streetline and Customer.
	Smart Parking program to be developed and managed by joint working group consisting of Customer and Streetline.

Applications and services provided by Streetline

Streetline provides both a "Commercial Reporting Services" and a "Consumer Services" as set forth below, collectively referred to herein as "Service".

Commercial Reporting Services

ParkSight is a web-based analytics platform that provides access to a standard set of Occupancy, Demand-Based Pricing, Turnover and Duration of Stay of reports. It is built with an easy-to use and intuitive data dashboard featuring a suite of zoomable heat maps, charts, graphs and tables of Occupancy, Demand, Duration and Turnover data. Export features include: PDFs, CSVs, Images

Customer will have 24/7 access to ParkSight for the duration of the contract. This includes:

Geographical Coverage	Hybrid Deployment Area
Day Granularity	Day of the Week (Mondays, Tuesdays, etc)
Date Range	Monthly (ex. Mondays in January)
Hour Range	24 hours a day
Report Metrics	1. *Occupancy: Represents the average block occupancy during each hour within the period.* 2. *Demand Reports: Map and List view of the highest and lowest utilized blocks with their associated average occupancy* 3. *Duration of Stay: Represents the average duration for each parking session with an arrival during each hour within the period.* 4. *Turnover: Represents the average number of cars arriving/space/hour for all parking sessions during each hour within the period*

Consumer Service Offerings

1) Parker™
Parker is a free consumer mobile app available on select iOS and Android smartphones. Parker provides motorists with guidance to available on-street parking and off-street lots and garages. It shows pricing and time limits where applicable, and can access mobile payment options such as ParkMobile and Pay-by-Phone, where available, for meters enabled to accept such payment methods. The newest version of Parker anonymously tracks drivers' parking arrivals and departures,

always remembering where they parked their car. Additionally, this provides additional occupancy data to the system and improves accuracy.

2) ParkEdge™

ParkEdge is a free web-based parking management tool that enables operators of off-street parking facilities to publish prices, phone numbers, hours, payment methods, policy and restrictions about their facilities to motorists/drivers.

ParkEdge RT adds the ability for parking facilities to publish availability information via a data feed from payment or access control systems or via manual estimates.

ParkEdge information is displayed in Parker, ParkerMap, and other distribution platforms through which Streetline may publish parking information.

3) Parker Map™
ParkerMap is a free embeddable web widget that displays parking availability information on a map centered on a user-defined location. A ParkerMap instance is created by visiting www.theparkerapp.com/parkermap and following the instructions set forth in the creation wizard. ParkerMap displays available parking information similar to that of Parker but optimized for viewing on websites.

Equipment provided, installed and maintained by Streetline

- Sensors as required and determined by Streetline
- Cameras as required and determined by Streetline
- Repeaters as required and determined by Streetline
- Gateways as required and determined by Streetline
- Cable ties for installing repeaters
- ¼" stainless steel extreme duty banding for installing gateways

The above-listed equipment is referred to collectively as "Equipment". **Streetline will own all Equipment**. The number of repeaters and gateways ("Network Equipment") may be adjusted as required to ensure high quality networking at no charge to Customer. At the end of the Term, Streetline will remove all Equipment, with the exception of the parking sensors, which shall remain in place.

The Streetline Equipment package consists of an integrated set of components.

Sensors, which detect potential parking activity in the deployment area, are installed and communicate information to the Streetline private cloud. Sensors are self-powered and sealed within the sensor package.

Network Equipment is comprised of repeaters and gateways. Collectively, sensors and Network Equipment provide a low power wireless mesh network, which enables transmission of data from the sensors to gateways. Gateways (i) manage the sensor network, (ii) maintain the data network connection to the Internet, and (iii) manage data transmission from the sensors to Streetline's private cloud.

Repeaters are typically mounted on streetlamps or other common fixtures and do not require line power. They are self-powered with replaceable lithium primary batteries. Gateways are mounted on streetlamps and require a continuous line power source (120 or 240v, 50 or 60 Hz) that must be provided by the Customer.

Documentation

- High-level project plan for installation, evaluation and completion
- Application instructions and training materials

Streetline Responsibilities - Network & Sensor Installation, Training & Support, Project Reporting

- Develop mutually agreed upon sensor and Network Equipment deployment plan ("Network Plan") with Customer
- Install all Equipment in accordance with Network Plan

- Provide initial training in use of applications
- At end of Term, provide Executive Summary report highlighting program results and showing potential improvements achievable by deploying smart parking system on broader scale
- Remove gateway and repeater Equipment at end of Term, with the exception of parking sensors which can remain in place

Customer Responsibilities

- Secure all required permissions and permits granting installation permission to Streetline at no cost to Streetline
- Arrange for street closures and applicable sign postings
- Arrange for continuous power for gateway(s) through an acceptable source (120 or 240v, 50 or 60 Hz) at a location (or locations) in accordance with Network Plan
- Cooperate with Streetline in establishing metrics and providing necessary benchmark data for Streetline's Executive Summary report
- Use best efforts to notify Streetline 10 business days prior to scheduled road paving or slurrying activity of areas with sensors
- Promptly notify Streetline of any power interruption to gateways or removal of repeaters or gateways by Customer's maintenance crews
- Establish a plan for active marketing, advertising and promotion of the Smart Parking system and the Parker App with the goal of achieving 10,000 local downloads of the Parker App
- To the extent available, provide anonymized LPR /ALPR data to Streetline
- To the extent available, provide machine readable policy information to Streetline
- To the extent available, provide real-time and historical payment information for parking

Term

36 months, commencing upon initial deployment of the Service

Fee and Payment terms
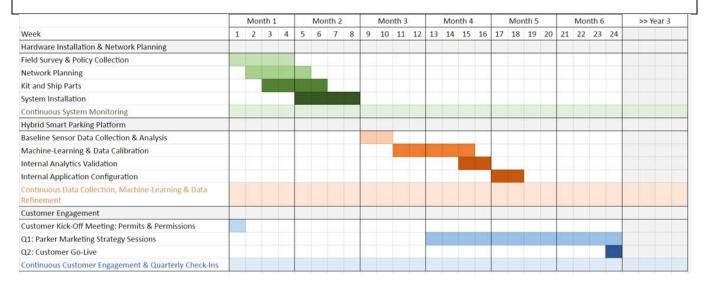
No charge to Customer

Repair or Replacement

Streetline will repair or replace, at its option and free of charge to Customer, any item of Equipment (gateways, repeaters, parking sensors) that is no longer operational during the Term of the Agreement.

Notwithstanding the foregoing, if an item of Network Equipment (repeaters, gateways) or a camera is no longer operational because (a) the Network Equipment or camera has been used with products or services that are not compatible with Streetline's Service or (b) the Network Equipment or camera is damaged as a result of actions taken by Customer or its agents, then Customer shall pay Streetline:

(i) $200 per sensor for the costs incurred to replace such sensor, (ii) $200 per repeater for the costs incurred to replace or repair such repeater, (iii) $1,400 per camera for the costs incurred to replace or repair such camera, or (iv) $4,000 per gateway for the costs incurred to replace or repair such gateway, as needed. The above replacement costs do not include any import duties or VAT that might be imposed. All payments must be paid within thirty (30) days of invoice.

Project Schedule

Notification of Equipment delivery schedule will be provided within 4 weeks following execution of Order Form and notice to proceed from Customer. Configuration and delivery of applications with Customer-specific information will commence within 4 weeks following successful deployment and testing of completed network. Network Plan deployment schedule will be contingent upon availability and time required to secure necessary local permits for Network Plan installation work.

	Month 1				Month 2				Month 3				Month 4				Month 5				Month 6				>> Year 3		
Week	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24			
Hardware Installation & Network Planning																											
Field Survey & Policy Collection	▓																										
Network Planning		▓	▓		▓																						
Kit and Ship Parts			▓	▓	▓																						
System Installation					▓	▓	▓	▓																			
Continuous System Monitoring	▓	▓	▓	▓	▓	▓	▓	▓	▓	▓	▓	▓	▓	▓	▓	▓	▓	▓	▓	▓	▓	▓	▓	▓			
Hybrid Smart Parking Platform																											
Baseline Sensor Data Collection & Analysis									▓																		
Machine-Learning & Data Calibration										▓	▓	▓	▓	▓	▓												
Internal Analytics Validation															▓	▓											
Internal Application Configuration																	▓	▓									
Continuous Data Collection, Machine-Learning & Data Refinement	▓	▓	▓	▓	▓	▓	▓	▓	▓	▓	▓	▓	▓	▓	▓	▓	▓	▓	▓	▓	▓	▓	▓	▓			
Customer Engagement																											
Customer Kick-Off Meeting: Permits & Permissions	▓																										
Q1: Parker Marketing Strategy Sessions													▓	▓	▓	▓	▓	▓	▓	▓	▓	▓	▓				
Q2: Customer Go-Live																							▓				
Continuous Customer Engagement & Quarterly Check-Ins	▓	▓	▓	▓	▓	▓	▓	▓	▓	▓	▓	▓	▓	▓	▓	▓	▓	▓	▓	▓	▓	▓	▓	▓			

Streetline reporting expands over the first 6 months of the contract, depending on specific data available. Please contact Streetline for specific schedule and capabilities in your project.

Exhibit B

Streetline Terms of Use

1.   Subscription Service. Subject to the terms and conditions of the Agreement, Streetline shall make the Commercial Service available to Customer on a hosted basis during the Term, solely for use by Customer and its Users. Streetline may update the functionality and user interface of the Service from time to time in its sole discretion as part of its ongoing mission to improve the Service. As used herein, "Users" are individual users to whom Streetline has provided subscriptions to the Commercial Service, as indicated in the Scope of Services, and who have been issued user identifications and passwords for the Commercial Service by Streetline.

2.   Restrictions. Customer is responsible for all use of the Commercial Service by its Users and all activities conducted under its Users' accounts, and for ensuring that its Users comply with this Agreement. Customer shall not, and shall not permit its Users to: (a) make the Service available in any manner to any third party; (b) copy, modify, or reverse engineer all or any part of the Service; or (c) upload or transmit to or through the Service any Customer Data or any other material that contains viruses or other materials intended to damage or interfere with the Service.

3.   Term. The term of this Agreement shall commence on the Effective Date and, unless earlier terminated pursuant to Section 7, shall continue until the end of the term of the project as set forth in the Scope of Services ("Term").

4.   Fees. Customer shall pay Streetline the repair and replacement costs set forth in the Scope of Services (the "Fees") pursuant to the payment terms set forth therein, if and when applicable. Customer shall pay to Streetline interest of one and one half percent (1.5%) per month or the highest rate allowable by law, whichever is lower, on all past due amounts. Customer will be responsible for all taxes related to the Fees or its use of the Commercial Service, excluding taxes based on Streetline's net income.

5.   Proprietary Rights

5.1   Customer Data. Customer owns and shall retain all right, title and interest (including all intellectual property rights) in and to any data and information submitted by Customer to the Service ("Customer Data").

5.2   Streetline Rights. Except for the limited right to access and use the Service during the Term as expressly granted to Customer in this Agreement, Streetline owns and shall retain all right, title and interest (including all intellectual property rights) in and to the Service and any data and information collected through the Service ("Collected Data"). Without limitation of the foregoing and except to the extent the Collected Data constitutes a public record subject to the state Public Records Act, the Collected Data is Streetline's Confidential Information. Any rights not expressly granted herein are reserved by Streetline. In addition, if Customer or any User makes any suggestions, enhancement requests, or recommendations, or provides any other feedback relating to the Service, then Streetline shall have the right to use and otherwise exploit such feedback freely in connection with the Service and Streetline's other products and services. In addition, for purpose of any public disclosure provision under any federal, state or local law, it is agreed that the Collected Data is a trade secret and proprietary commercial information and not subject to disclosure if not provided to Customer. Notwithstanding the foregoing, however, Customer may use stored, historical (i.e., non-live, non-real-time) Collected Data as provided by Streetline through the Service for internal analysis and policy decision support, which will constitute a public record.

6.   Terms of Service

6.1   Network Access. Customer shall be solely responsible for any and all costs and fees in connection with accessing and using the Services.

6.2   Third-Party Applications. Streetline may offer certain third party applications or other products and services as indicated in the Scope of Services ("Third Party Applications"). In addition, Streetline or its partners may offer links to other third party websites, products, services and other resources through the Service. Streetline makes no (and expressly disclaims any) representation or no warranty regarding such Third Party Applications.

7.   Suspension, Termination, Dispute Resolution

7.1   Suspension for Non-Payment. Without limitation of Streetline's other remedies, Streetline may suspend Customer's and its Users' access to and/or use of the Service if Customer fails to pay any Fees when due and does not cure such failure within thirty (30) days of Streetline's notice thereof.

7.2   Termination for Cause. Either party may terminate this Agreement upon written notice to the other party if the other party materially breaches this Agreement and fails to correct such breach within thirty (30) days following written notice specifying such breach.

7.3   Effect of Termination. Upon the expiration or earlier termination of this Agreement, all rights and licenses granted to Customer hereunder shall terminate, Customer shall cease all use of and access to the Service except as expressly permitted in this Section 7.3, and all outstanding Fees shall immediately become due and payable. Either party's termination of this Agreement shall be without prejudice to any other remedies that it may have at law or in equity, and shall not relieve either party of liability arising prior to the effective date of termination. Sections 4, 5, 7.3, 8, 9.2, 10, 11 and 12 shall survive any expiration or earlier termination of this Agreement.

8.   Confidentiality. "Confidential Information" means confidential, proprietary and trade secret information and materials that either party ("Disclosing Party") discloses to or otherwise makes available to the other party ("Receiving Party") under this Agreement, in whatever form, tangible or intangible, but does not include information that is a public record as defined in the state Public Records Act. Receiving Party shall: (a) protect the Confidential Information of Disclosing Party from unauthorized dissemination and use; (b) use such Confidential Information only for the exercise of Receiving Party's rights and performance of Receiving Party's obligations under this Agreement; and (c) not disclose any such Confidential Information to any third party, except to its employees, contractors and affiliates who have a need to know such information and are bound by written confidentiality agreements no less restrictive than the requirements set forth in this Section 8. The foregoing restrictions pertaining to the Confidential Information shall not apply with respect to any Confidential Information that: (a) is or becomes publicly known through no fault of Receiving Party; (b) was known by Receiving Party before receipt from Disclosing Party, as evidenced by Receiving Party's written records; (c) becomes known to Receiving Party without confidential or proprietary restriction from a source other than Disclosing Party that does not owe a duty of confidentiality to Disclosing Party with respect to such Confidential Information; or (d) is independently developed by Receiving Party without the use of the Confidential Information of Disclosing Party. In addition, Receiving Party may use or disclose Confidential Information of Disclosing Party to the extent Receiving Party is legally compelled to disclose such Confidential Information, provided, however, prior to any such compelled disclosure Receiving Party shall cooperate fully with Disclosing Party in protecting against any such disclosure and/or obtaining a protective order narrowing the scope of such disclosure and/or use of the Confidential Information. Notwithstanding anything herein to the contrary, Receiving Party agrees that Disclosing Party shall have, in addition to any other available remedies, the right to an immediate injunction and other equitable relief enjoining any breach or threatened breach of this Section 8, without the necessity of posting any bond or other security. Within ten (10) days after any termination or expiration of this Agreement, Receiving Party shall return to Disclosing Party (or destroy, at Disclosing Party's sole election) all Confidential Information of Disclosing Party (and all copies and extracts thereof) then in the possession or control of Receiving Party or its affiliates, employees or contractors.

9.   Warranties

9.1   Service Warranty. Streetline warrants that, upon successful equipment installation and network activation, the Service shall be functional and available for access and use by Customer as described in the Scope of Services. Customer's sole and exclusive remedy for Streetline's breach of this warranty shall be to have Streetline use commercially reasonable efforts to repair the Service to achieve the functionality described in the Scope of Services. Streetline shall have no obligation with respect to a warranty claim unless notified of such claim within thirty (30) days of the first instance of the applicable problem. The warranties set forth in this Agreement are made to and for the benefit of Customer only. Such warranties shall not apply if Customer has used the

Service other than in accordance with Streetline's instructions, this Agreement and applicable law.

9.2   Disclaimer of Warranties. THE WARRANTIES STATED IN SECTION 9.1 ABOVE, ARE THE SOLE AND EXCLUSIVE WARRANTIES OFFERED BY STREETLINE. STREETLINE MAKES NO, AND EXPRESSLY DISCLAIMS ALL, OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS.

10.   Limitation of Liability. TO THE EXTENT ALLOWED BY APPLICABLE LAW, IN NO EVENT WILL STREETLINE'S ENTIRE LIABILITY ARISING FROM A BREACH OF THIS AGREEMENT RELATING TO STREETLINE'S FAILURE TO DELIVER THE SERVICES IN ACCORDANCE WITH THIS AGREEMENT EXCEED THE GREATER OF (X) $1,000 AND (Y) THE TOTAL FEES PAID BY CUSTOMER UNDER THIS AGREEMENT, IN EACH CASE, NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY OR LIMITATION OF LIABILITY. This limitation of liability does not apply to any claims arising out of personal injury as a result of the delivery of services or installation of the equipment. In addition, Streetline shall not be liable for any indirect, special, incidental, consequential, or punitive damages of any kind, however caused, even if Streetline has been advised of the possibility of such damages.

11.   General Provisions. Any notice required or permitted hereunder shall be in writing and shall be deemed to be properly given upon receipt. Such notices shall be sent to the applicable party at the address set forth in this Agreement (or to such other address as may be designated by a party by giving written notice to the other party pursuant to this Section).

This Agreement may not be assigned, in whole or part, whether voluntarily, by operation of law or otherwise, by Customer without the prior written consent of Streetline. Any attempted assignment other than in accordance with this Section shall be null and void. Subject to the foregoing, the rights and liabilities of the parties hereto shall bind, and inure to the benefit of, the parties and their respective successors and permitted assigns. This Agreement shall be governed by and construed in accordance with the laws of the State of California, without reference to its conflicts of law provisions. Nothing contained in this Agreement shall be deemed or construed as creating a joint venture, partnership, agency, employment or fiduciary relationship between the parties. Neither party nor its agents have any authority of any kind to bind the other party in any respect whatsoever, and the relationship of the parties is, and at all times shall continue to be, that of independent contractors. Except for payment of monies due hereunder, neither party will be liable to the other for failure or delay in performing its obligations hereunder if such failure or delay is due to circumstances beyond its reasonable control. This Agreement, including the documents and agreements referenced herein, constitutes the entire agreement between the parties concerning the subject matter hereof and supersedes all prior or contemporaneous agreements and communications, whether oral or written, between the parties relating to the subject matter of this Agreement. No amendment or modification of any provision of this Agreement shall be effective unless in writing and signed by duly authorized signatories of each party.

Exhibit C

API License Terms

1.   Definitions. For purposes of these API License Terms, the following terms have the following meanings:

(a)   "**API**" means any application programming interface(s), web API, website, database, server, protocol, routine, service, or other means made available by or on behalf of Licensor from time to time in its discretion that is intended to permit access to Data in accordance with the terms and conditions hereof.

(b)   "**Application**" means a software application owned or licensed by Licensee and distributed to End Users which is intended to be used to access and/or process Data in order to display such Data to End Users.

(c)   "**Data**" means Collected Data and any other data (including accompanying metadata) transmitted, made available, or otherwise made accessible by or on behalf of Licensor through an API.

(d)   "**Data Exchange Format**" means a machine readable data format intended or suitable for redistribution or sharing of data between software applications as determined by Licensor, including but not limited to any application programming interface, any database access (e.g., ODBC), any network transmission format (e.g., EDI, SOAP, RSS, XML) and any data file format (e.g., XLS, CSV).

(e)   "**End Users**" means end users of Licensee's Application who use such Application for their own personal use.

(f)   "**End User Format**" means a human-readable data format that is (i) not a Data Exchange Format, and (ii) not otherwise intended or suitable for redistribution or sharing of data between software applications.

(g)   "**Key**" means a unique identifier identifying Licensee as a user of an API, as assigned by Licensor to Licensee in Licensor's discretion, to enable Licensee to access and/or use such API and to monitor usage. Keys may be subject to activation, suspension, and/or deactivation by Licensor to ensure usage consistent with these API License Terms and all applicable requirements, and for any other reason in Licensor's discretion.

(h)   "**Licensee**" means Customer.

(i)   "**Licensor**" means Streetline, Inc.

(j)   "**Licensor Materials**" means any and all of the API, Data, Key, and the Specifications (including any portions, copies, extracts, derivatives, modifications, and reformatted versions thereof) and any related data, information, and materials made available by or on behalf of Licensor to Licensee pursuant to these API License Terms or otherwise in connection with the Data.

(k)   "**Site**" means the Licensor website or portal which provides access to the API and other related information, currently accessible through www.streetline.com (and relevant subdomains), as designated by Licensor from time to time in its discretion.

(l)   "**Specifications**" means any specifications and documentation related to the API that Licensor may make available from time to time in its discretion, and includes any software code (other than the Key) that Licensor may make available specifically for the purpose of enabling Licensee to access Data through the API or to permit an Application to interface with the API (for example, code to be embedded in an Application to facilitate communication through the API).

2.   Registration and Credentials. Licensee may be required to register with Licensor in accordance with procedures adopted by Licensor from time to time in order to access Data through the API. Such registration may involve obtaining a user account and choosing a user name and password (together with any Key assigned by Licensor, the "**User Credentials**") that Licensee, upon confirmation of eligibility and approval by Licensor, will be required to use to access the Data through

the API in accordance with the terms and conditions of these API License Terms and any documentation or other information made available by Licensor. Licensee shall (i) protect its User Credentials from disclosure to or discovery by third parties and any unauthorized use by third parties, (ii) not provide or disclose its User Credentials to any third party or permit or enable any third party to use its User Credentials, and (iii) remain fully responsible and liable for any use, including any misuse, abuse, or unauthorized use, of its User Credentials, and Licensee hereby authorizes any and all transactions, submissions, instructions, authorizations, and other acts initiated through the use of its User Credentials. Licensee represents and warrants that all information provided by Licensee in connection with the registration or otherwise in connection with this Agreement shall be complete, current, and accurate, and Licensee shall promptly update any such information as needed to keep it complete, current, and accurate throughout the term of this Agreement. In the event of any actual or suspected misuse, abuse, compromise, or unauthorized use, or any suspected disclosure to or discovery by third parties, of Licensee's User Credentials, or of any actual or suspected attempt to engage in any of the foregoing, Licensee shall promptly notify Licensor. Licensor reserves the right to suspend or revoke Licensee's User Credentials and access to the Data in the event of any actual or reasonably suspected misuse, abuse, compromise, or unauthorized use of User Credentials or any actual or reasonably suspected failure to comply with the terms and conditions of these API License Terms.

3.   Limited Right to Access and Use Data.

(a)   Use of API and Keys. Subject to Licensee's acceptance of and compliance with these API License Terms, and solely in accordance with the Specifications, Licensor grants to Licensee a limited, revocable, nonexclusive, non-sublicensable, non-transferable, non-assignable right, solely during the term of the Agreement (i) to access the API solely for purposes of accessing and retrieving Data for use of such Data as expressly permitted herein, and (ii) to use the Key that may be generated, activated and provided to Licensee by Licensor, in Licensor's discretion, solely to access the API for such purpose. Licensee may also be permitted to use the API to transmit Licensee data to Licensor in accordance with the Specifications.

(b)   Use of Data. Subject to Licensee's acceptance of and compliance with these API License Terms, and solely in accordance with the Specifications, Licensor grants to Licensee a limited, revocable, nonexclusive, non-sublicensable, non-transferable, non-assignable right, solely during the term of the Agreement (i) to access and retrieve Data, solely through the API, that Licensor makes available, in its discretion, for such purpose through the API, (ii) to store and reproduce such Data solely as necessary to display such Data to End User through Licensee's Application as expressly permitted herein, and (iii) to display such Data, solely in an End User Format, to End User through Licensee's Application solely for End User's own use. Licensee must ensure that End User is bound by restrictions regarding its use of Data that conform to the limited rights and restrictions set forth herein.

(c)   Available Data. Notwithstanding anything to the contrary herein, (i) Licensor may add, modify, remove, update, terminate access to, or otherwise change any Data made available hereunder at any time without notice in Licensor's discretion, and (ii) Licensee's rights with respect to any Data owned by third parties are further limited (in addition to the restrictions and limited permissions set forth herein) to the rights Licensor is permitted to grant to such Data under applicable agreements with such third parties and Licensee may be required to agree to additional terms and conditions applicable to such third party Data.

4.   Restrictions and Other Licensee Responsibilities.

(a)   General. Licensee may use only those Licensor Materials that are provided by Licensor to Licensee. Licensee may not use any key or means of access to the Data other than the API and Key provided by Licensor to Licensee. Licensee may not permit or enable any

third party to use or access any Data or other Licensor Materials except for the limited rights of End User as expressly set forth above. Except as otherwise expressly permitted in these API License Terms, Licensee will not, and Licensee will not permit or enable an Application or any third party to: (i) use any Data or other Licensor Materials for any purpose or in any manner other than expressly permitted in Section 3 above (including, without limitation, for guidance applications or purposes); (ii) rent, sell, lease, lend, sublicense, convey, redistribute or otherwise provide to any third party or any software application other than Licensee's Application with access to any Data or other Licensor Materials; (iii) modify, decompile, reverse engineer, alter, tamper with or create derivative works of any Data or other Licensor Materials; (iv) alter the Key or otherwise obscure or alter the sources of queries coming from Licensee or an Application; (v) access legacy or internal application programming interfaces or data feeds that are used by Licensor but that are not available or intended by Licensor to be available through the API; (vi) remove or tamper with any copyright notices or other proprietary or restrictive notices or indications of source or origin pertaining to the Data or other Licensor Materials; (vii) circumvent or attempt to circumvent any technological protective measure contained in or supported by, the Licensor Materials; or (viii) provide access to Data to End User in any form and manner other than as required by the state Public Records Act or as expressly permitted in Section 3(b) above (and in no event provide any such access through any application other than Licensee's Application or in any format other than an End User Format). Licensee shall not copy or store any Data or other Licensor Materials except where such copy or storage is created as an essential step in, and is necessitated by, the ordinary use of such Data through the Application or the ordinary use of such other Licensor Materials as expressly permitted hereunder (and such copy may only be used as necessary in the course of such ordinary use as expressly permitted hereunder). Licensee will cause all Data calls made by Licensee or an Application to include Licensee's Key.

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10. **Changes**. Licensor reserves the right to change any Data and other Licensor Materials at any time, and for any or no reason, and Licensor bears no responsibility or liability for such actions. Licensor reserves the right to release subsequent versions of the API and to require Licensee to use the most recent version thereof, and Licensee agrees that it is Licensee's responsibility to ensure, at Licensee's own cost, that Licensee's access to and use of the API and other Licensor Materials is compatible with Licensor's then-current requirements.

11. **Suspension/Termination**. Licensor reserves the right in its discretion to immediately to suspend (temporarily or permanently), terminate or revoke Licensee's or an Application's access to or use of any or all Data, the API, other Licensor Materials, or the Site (including by revoking or suspending any Key), in whole or in part, at any time for reasonable cause (including if Licensor knows of or suspects that Licensee or an Application has a security deficiency, or has inappropriately accessed, used or disclosed Data or other Licensor Materials or may otherwise threaten or damage the reputation(s) of Licensor or any of its affiliates) (collectively, "**Cause**"), upon notice to Licensee, and Licensor bears no responsibility or liability for any such suspension, termination or revocation. Upon termination of the Agreement by either party or upon suspension, termination or revocation of Licensee's and/or an Application's access to the Data or other Licensor Materials by Licensor, any and all licenses Licensee may have with respect to the Data and other Licensor Materials will immediately terminate, and Licensee will immediately cease any use thereof.

ANNEX A

SECTION 12 - INSURANCE

Contractor shall procure and maintain for the duration of the contract the insurance specified below:

Coverage shall be at least as broad as:
1. **Commercial General Liability (CGL)**: Insurance Services Office (ISO) Form CG 00 01 12 07 covering CGL on an "occurrence" basis, including products-completed operations, personal & advertising injury, with limits no less than **$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than **$1,000,000** per accident for bodily injury and property damage.
3. **Workers' Compensation:** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **$1,000,000** per accident for bodily injury or disease.

If the contractor maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the contractor.

Other Insurance Provisions
The insurance policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Status
The City, its elected and appointed officials, employees, and agents are to be covered as insureds on the auto policy for liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Contractor; and on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10, 11 85 or both CG 20 10 and CG 20 37 forms if later revisions used).

Primary Coverage
For any claims related to this contract, the **Contractor's insurance coverage shall be primary** insurance as respects the City, its elected and appointed officials, employees, and agents. Any insurance or self-insurance maintained by the City, its elected and appointed officials, employees, or agents shall be excess of the Contractor's insurance and shall not contribute with it.

Notice of Cancellation
Each insurance policy required above shall provide that **coverage shall not be canceled, except after thirty (30) days' prior written notice** (10 days for non-payment) has been given to the City.

Waiver of Subrogation
Contractor hereby grants to City a waiver of any right to subrogation which any insurer of said Contractor may acquire against the City by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

Deductibles and Self-Insured Retentions
Any deductibles or self-insured retentions must be declared to and approved by the City. The City may require the Contractor to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

Acceptability of Insurers
Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City.

Verification of Coverage
Contractor shall furnish the City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

SECTION 15 - WAIVERS

The waiver by either party of any breach or violation of any term, covenant, or condition of this Agreement or of any provisions of any ordinance or law shall not be deemed to be a waiver of such term, covenant, condition, ordinance or law or of any subsequent breach or violation of the same or of any other term, covenant, condition, ordinance or law or of any subsequent breach or violation of the same or of any other term, condition, ordinance, or law. The subsequent acceptance by either party of any fee or other money which may become due hereunder shall not be deemed to be a waiver of any preceding breach or violation by the other party of any term, covenant, or condition of this Agreement or of any applicable law or ordinance.

SECTION 16 - NON-DISCRIMINATION

CONTRACTOR warrants that it is an Equal Opportunity Employer and shall comply with applicable regulations governing equal employment opportunity. Neither CONTRACTOR nor any of its subcontractors shall discriminate in the employment of any person because of race, color, national origin, ancestry, physical handicap, medical condition, marital status, sex, or age, unless based upon a bona fide occupational qualification pursuant to the California Fair Employment and Housing Act.

SECTION 17 - NOTICES

All notices hereunder shall be given in writing and mailed, postage prepaid, addressed as follows:

To CITY:
To CONTRACTOR: Streetline, Inc.
                        Attn: CEO
                        1200 Park Place #150
                        San Mateo, CA 94403

SECTION 18 - AGREEMENT CONTAINS ALL UNDERSTANDINGS; AMENDMENT

This document represents the entire and integrated agreement between CITY and CONTRACTOR and supersedes all prior negotiations, representations, and agreements, either written or oral.

This document may be amended only by written instrument, signed by both CITY and CONTRACTOR.

SECTION 19 - GOVERNING LAW AND VENUE

This Agreement shall be governed by the laws of the State of California and, in the event of litigation, venue will be in the County of San Mateo.