



VIDEO and TRAFFIC FLOW DATA SHARING PARTNERSHIP AGREEMENT

This AGREEMENT is made and entered into this ____ day of _____, 20__ by and between the City of New York, acting by and through its Department of Transportation (the "Department"), whose principle office is located at 55 Water, New York, NY 10041 and _____ (Company Name, Inc.) (herein after referred to as the "User") whose office is at _____ (123 Street, MyCity, NY 12345).

WHEREAS, the department has established a system which monitors the flow and volume of traffic on various roads and informs the motorists of current conditions by visual signs and through the media; and

WHEREAS, the Department has installed closed circuit television cameras and detectors at certain locations, which are connected to the department's Traffic Center located at 28-11 Queens Plaza North, Long Island City, New York, allowing this facility to receive visual traffic information at any time.

WHEREAS, the goal of this Agreement is to increase the Department's ability to inform New York Metropolitan area residents, businesses and visitors of developing events affecting travel to, in and around New York City;

NOW THEREFORE, in consideration of the terms and conditions contained herein, the Department and User agree as follows:

1. The Department represents that it maintains a Camera and Traffic Detector System designed to help motorists improve travel times along major highways.
2. The Department and the User each agree that User shall have access to the video signals from the Camera System in a form which is accessible and can be utilized by User. The Department specifically reserves the right to make changes in the form and accessibility of said information as it sees fit without advance notice to User; provided that the Department will use best efforts to provide User with as much prior notice as is practicable prior to any discontinuation of access to the Camera or Traffic Flow System Information.
3. User hereby agrees to furnish and supply at its own cost and expense all necessary equipment to receive and utilize said information whenever required. Any and all expenses relating to access by User to the Camera and Traffic Flow Systems shall be borne and maintained by User. Information and video images gathered by User from its access to the Camera System shall be disseminated by User in a timely manner so as to not undermine the public's confidence in the Department's efforts.
4. As full consideration for the execution of this Agreement and for the use of the Camera System, the User agrees to identify the Camera and Traffic Flow System Information as being provided by the Department.



5. The Department agrees and acknowledges that the information supplied by it to User may be used for various interactive and related news-oriented services for distribution by means of any form of on-line or broadband transmission system ("Permitted Uses") served by the Internet/digital websites. User may not use the traffic information for any other purpose without the express written approval of the Department.
6. The camera and traffic flow information may be accessed via direct links to the Department's web services. Transferring the contents of the Department's web service directories, in whole or in part, to the User's site is not permitted. Use of the Camera Settings and Status feeds require IP authentication.
7. The Department reserves the right to suspend access to individual cameras or detector feeds without prior notice.
8. Any notice, request, demand, consent, waiver, or other item required or permitted under this Agreement or applicable law must be in writing, and shall be deemed duly given or made only if personally delivered, sent by messenger, overnight mail or facsimile transmission to the address of the party set forth hereinafter or to such other address as the party shall notify the other in writing from time to time; such notice shall be deemed effective upon receipt.

Please fill in your information below

If to User:	YourCompany, Inc. 12345 Street MyCity, NY 12345 Attn: Mr. Prezof Company Phone: 123-456-7890 Fax: 123-456-7890
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If to the Department: Deputy Commissioner's Office
New York City Department of Transportation
28-11 Queens Plaza, 8th FL
Long Island City, New York 11101

9. The User may not assign, transfer, convey, or otherwise dispose of the Agreement or any part thereof without the prior written consent of the Department.
10. No covenant or condition of this Agreement shall be waived except by the prior written consent of the Department. Forbearance or indulgence by the Department in any regard whatsoever shall not constitute such a waiver.
11. The Department shall have the right to terminate or suspend this Agreement, upon 24 hours written notice, if the Department elects, in its discretion, to cease providing access to either the Camera or the Traffic Flow Information. In addition, if the Department determines in its sole discretion, that the User has disseminated the information and images accessed by User in a manner contrary with this Agreement, then the Department may elect, in its sole



discretion, to inform User in writing of such determination. If the Department so elects, user shall have thirty (30) days to take corrective action and if no such corrective action is undertaken by User during such thirty (30) day period, then the Department shall have the right to immediately terminate this Agreement, by providing User with written notice of its election to so terminate this Agreement.

12. This Agreement shall remain in effect for a term of two (2) years subject to the rights and limitations set forth herein and right of cancellation as set forth herein. The Agreement may be extended by the mutual written consent of both parties for an additional two (2) year term. This Agreement shall expire if the service is permanently discontinued.
13. This Agreement and all amendments thereto shall be governed by the laws of the State of New York applicable to agreements made and wholly performed therein.
14. User and the Department shall in no event be deemed to be in a relationship of principal/agent, employer/employee, partners or joint ventures.
15. Any recourse against User shall extend only to User and not to any of User's members or managers.
16. The parties hereby agree that the Department is not guaranteeing the continuity of the Service, nor is it warranting the accuracy of the information provided thereby. User shall at all times defend, indemnify and hold harmless the Department and its employees from and against any and all claims, actions, liabilities, losses, damages, costs and disbursements arising out of or relating to any breach or alleged breach of any representation, warranty, covenant or agreement of the User hereunder, including but not limited to any claims by third parties relating to or arising out of User's broadcast or dissemination of images or data offered pursuant to this Agreement. This provision shall survive expiration of the termination of this Agreement.
17. This Agreement does not grant any exclusive rights to the User. The Department may, in its sole discretion enter into similar agreements with other entities.
18. User shall not make any references to the Department's traffic information in any advertising or marketing initiative without the express prior written consent of the Department.
19. It is understood that the User may include information in online traffic updates and videos it provides to its broadcast clients provided that such broadcast clients are not charged any additional amount by virtue of the inclusion of the Department's traffic information.
20. This Agreement constitutes the entire agreement between the parties and may not be modified except in writing signed by both parties. Any disputes arising from the terms of this Agreement shall be subject to adjudication in a New York State court of competent jurisdiction. Controversies or questions with respect to this Agreement shall be determined in accordance with the law of the State of New York. This Agreement shall be deemed to be made and to be performed wholly in New York State.



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

THE CITY OF NEW YORK

By: _____

Deputy Commissioner of Transportation

Date: _____

YourCompany, INC.

By: _____

(Name of CEO/Owner/President)

(Title of Signee)

Date: _____