511 RideMatch Service Employer Agreement
Administrative Access and/or Customized Web Site

The 511 RideMatch Service (RMS), available at https://www.ridematch.511.org, is a self-serve Internet-based ridematching service owned by the Metropolitan Transportation Commission and operated by Parsons Brinckerhoff, Inc. ("PB"). The RMS gives end-Users the power to find their own ridematching / ridesharing partners and customize their searches for sharing a carpool or vanpool to work. The system includes optional service enhancements that enable employers to encourage the use of the 511 Ridematch Service to their employees.

This is an agreement for providing these optional service enhancements for employer-related interactions with the 511 Ridematch Service. Employers may choose to sign this agreement for one or more services by checking the service(s) desired and signing in the corresponding sections.

This Agreement for customizing the Rideshare Ridematch Service ("Agreement") is made between _____ ("User") and the Metropolitan Transportation Commission (sometimes referred to as, "MTC") this ___ day of ____, 2013. The Term of this Agreement shall commence on the foregoing date and remain in force until written notice is provided by either User or MTC.

☐ Customized Web Site Option:

The 511 RideMatch Service can be customized, free-of-charge, to match the look and feel of a company's website. This allows employees to access the RideMatch Service with the added confidence of knowing that their employer supports ridesharing. Registrants/employees have the option to limit their match results to company-only employees, or to expand their search to all regional matches. _____[User name - college, agency, company] agrees to allow PB to create a customized webpage to link from its own website to promote their employees' use of the RMS system and hereby agrees to the terms and next steps outlined in this section, below:

Parsons Brinckerhoff staff will schedule an initial meeting with the User and its applicable User IT employee/manager. Preliminary discussions about the customizations functionality, graphic needs, colors and logos will be discussed for implementation during the Design Scope phase.

- User, in order to promote the RMS on its own webpage, shall display 511's logo and colors as agreed upon by Parsons Brinckerhoff in the mock-up of the webpage, prior to the go-live phase.
- User agrees to provide color request(s), logos, and graphic needs.
- User and Parsons Brinckerhoff will discuss development of a mock up of the customized webpage with an estimated completion time of the mock up.
- After development of the mock up, the parties hereto will review and make any agreed upon changes, and reaffirm approval by User to proceed.
- After agreed upon changes to the mock up are made, a final (go-live) version of the webpage will be prepared and a URL will be given to User. The URL link will toggle pre-determined graphics, text, and buttons within RMS to User-supplied images, and colors.
- The parties agree and acknowledge that for the customized webpage developed for User, MTC and the 511 logo, name, including but not limited to "511 Rideshare", and any programs, specifications, applications, routines, subroutines, techniques, ideas and formulae associated with customization of the webpage (collectively referred to as "Data") are and shall at all times remain the property of the Metropolitan Transportation Commission including any Data which refers and/or relates to the business process and Data. Data is and shall at all times remain the sole and exclusive property of the Metropolitan Transportation Commission. The Metropolitan Transportation Commission hereby grants User a nonexclusive, nontransferable, non-sublicensable, revocable, right and license to use the customized webpage, and the 511 Rideshare name and logo only for the limited purposes set forth in this section and only for the term of this Agreement. This Agreement does not grant User any right or license to incorporate or make use of any Metropolitan Transportation Commission intellectual property (including without limitation, trade secrets, patents, copyrights, trademarks and industrial designs) in any product or service. Except as expressly set forth herein, no other rights or licenses are granted, or to be implied, under any Metropolitan Transportation Commission intellectual property. User agrees not to decompile, reverse engineer, disassemble, or otherwise reduce the

Data to a human-perceivable form, and User will not modify, network, rent, lease, transmit, sell, or loan the Data in whole or in part.

- User agrees that the RMS, the customized webpage, and all logos and marks of MTC are to be solely used for ridesharing purposes and no other purpose(s).
- User represents that the RMS tool is the sole ridematching system used by User and User agrees to use RMS for a minimum period of two years.
- User will designate and maintain a Transportation Coordinator contact, whose obligation will be to work with MTC's 511 Rideshare staff and PB to troubleshoot any webpage customization problems as discovered.
- User agrees to market and promote the RMS system to its employees and meet with the 511 Employer Services Representative quarterly to review participation report(s) and future activity to increase participation.
- User will supply any new or updated graphic image files, such as User's trademark or logos. The 511 Logo (supplied by 511 Rideshare) will be displayed in the top header graphic of the customized webpage.
- The Metropolitan Transportation Commission retains rights and control of User's customized site. User agrees and allows any future RMS enhancements or updates, made by The Metropolitan Transportation Commission, its consultants or subconsultants, to likewise propagate and update on User's customized webpage.

By signing below, User agrees to the Terms of this Agreement stated herein.

(Signature)
[Insert User's Authorized Representative Name]

[User/Company Name]

Date:

☐ Employer (ETC) Administrative Access Option

At User's discretion, User can designate a contact(s) to be trained by MTC's consultant, Parsons Brinckerhoff, to have employer administrative access to the 511 Ridematch Service. Establishing a customized site as described in the Customized Ridematch System section above is not dependent upon administrative access. Administrative access allows User's designated contact(s) to access the RMS records of commuters who have selected the User as their employer when registering in the RMS. This document also serves to notify User that the designated contact(s) will have access to personally identifiable information of User's employees, not necessarily made available to User's designated contact(s) otherwise. User's designated contact(s) must agree to comply with MTC's policies related to handling personally identifiable information, as described in the Terms & Next Steps, below.

Terms & Next Steps
- Upon signing this agreement, User's designated contact(s) will have access to personally identifiable information ("PII") in connection with the performance of the Agreement. PII is any information that is collected or maintained via the 511 Ridematch Service that identifies or describes a person or can be directly linked to a specific individual, including that individual's account. Examples of PII include name, address, email address, phone or fax number, signature, date of birth, credit card information, bank account number, or travel pattern data. The following special conditions related to the confidentiality and use of PII apply to this Agreement:
- All PII made available to User's designated contact(s)in connection with this Agreement or any other statistical, technical or other data and information related to the 511 program that are designated confidential by MTC and made available to User's designated contact(s)in order to carry out this contract, ("Confidential Information") shall be protected by User and its designated contact(s)from unauthorized use and disclosure through the observance of the same or more effective procedural

requirements as are applicable to MTC. This includes, but is not limited to, the secure transport, transmission and storage of data used or acquired in the performance of this Agreement.

- User and User's designated contact(s) agrees to properly secure and maintain any computer systems (hardware and software applications) that it will use in the performance of this Agreement. This includes ensuring all security patches, upgrades, and anti-virus updates are applied as appropriate to secure data, including Confidential Information, which may be used, transmitted, or stored on such systems in the performance of this Agreement.
- User and User's designated contact(s) agree to comply with the information handling and confidentiality requirements outlined in the California Information Practices Act (Civil Code sections 1798 *et.seq.*). In addition, User and User's designated contact(s) warrants and certifies that in the performance of this Agreement, it will comply with all applicable statutes, rules, regulations and orders of the United States, the State of California and MTC relating to information handling and confidentiality of data and agrees to indemnify MTC against any loss, cost, damage or liability by reason of User or User's designated contact(s) violation of this provision.
- User and User's designated contact(s) shall not, except as authorized or required by its duties by law, reveal or divulge to any person or entity any Confidential Information which becomes known to it during the term of this Agreement. User and User's designated contact(s) shall keep all Confidential Information entrusted to it completely secret and shall not use or attempt to use any such information in any manner which may injure or cause loss, either directly or indirectly, to MTC. User and User's designated contact(s)shall comply, and shall cause its employees, representatives, agents and subcontractors to comply, with such directions as MTC may make to ensure the safeguarding or confidentiality of all its resources. If requested by MTC, User shall sign an information security and confidentiality agreement provided by MTC and attest that its employees, representatives, agents, and subcontractors involved in the performance of this Agreement shall be bound by terms of a confidentiality agreement with User.
- User or User's designated contact(s) shall immediately notify MTC when it discovers that there may have been a breach in security which has or may have resulted in compromise to Confidential Information. For purposes of this section, immediately is defined as within two hours of discovery. The MTC contact for such notification is as follows: Privacy Officer, privacyofficer@mtc.ca.gov, (510) 817-5700
- User or User's designated contact(s) failure to comply with any of its duties or obligations under this Agreement is grounds for termination of this Agreement by the Metropolitan Transportation Commission upon written notification.
- User shall indemnify, defend and hold harmless MTC, and Parsons Brinckerhoff, Inc., their employees, agents, and volunteers, from and against any and all claims, suits, actions, judgments, demands, losses, costs, expenses, damages, liability, and attorneys' fees, to the extent caused by the negligent acts, errors, or omissions of User, its officers, or employees in the performance of this Agreement.
- User shall provide name and designated contact information to PB, for the purposes of setting up their administrative account, training the contact on the 511 Ridematch Service, and training the contact on proper handling of personally identifiable information.
- User shall train User's designated contact(s)on how to properly handle personally identifiable information. Upon signing the attached agreement, User shall provide a copy of the signed agreement to PB so that PB may finalize the administrative access.
- Should there be any changes in roles or responsibilities of designated contacts at the company that would negate the need for administrative access, User will notify MTC and PB of changes immediately.

By signing below, User also agrees to the Terms & Next Steps to provide ETC-administrative access as outlined above.

(Signature)
[Insert User's Authorized Representative Name]

User/Company Name

Date: