

TRAVINFO®

DATA DISSEMINATOR REGISTRATION AGREEMENT

This Agreement, dated _____, is entered into by PB Farradyne division of Parsons Brinckerhoff Quade & Douglas, Inc. ("PBF"), and _____ ("Registered Data Disseminator" or "RDD").

Background and Purpose

TravInfo® is the San Francisco Bay Area's Advanced Traveler Information System (ATIS). PBF is the TravInfo® contractor for the Metropolitan Transportation Commission ("MTC"), the contracting agency for TravInfo® on behalf of itself and the other two TravInfo® partners, the California Department of Transportation (Caltrans) District 4 and the California Highway Patrol Golden Gate Division (CHP). TravInfo® provides travelers with easy access to current and accurate information on traffic conditions and multi-modal travel operation.

The Traveler Information Center ("TIC") gathers and integrates information from a variety of sources, including (1) real-time data on traffic conditions on the region's freeway system as collected by sensors operated by Caltrans and MTC; (2) CHP incident reports; and (3) other available sources of information. ATIS information (referred to in this Agreement as "Provided Data") is made available to the general public, media, public agencies, and commercial vendors to the extent feasible within the available funding. Access to the Provided Data for Registered Data Disseminators is through telnet connection.

A Registered Data Disseminator is a company or agency that is providing TravInfo® data to end users, or is conducting product testing in anticipation of launching a product or service that will do so.

Terms and Conditions

1. Registered Data Disseminator is entitled to redistribute, enhance, repackage, or otherwise add value to the Provided Data. A detailed description of Registered Data Disseminator's intended service or product, market, or business plan is described in Attachment A of this Agreement. A non-disclosure agreement may be negotiated on a case-by-case basis, as necessary between the RDD and PBF. PBF may be required to share some or all of the information provided in Attachment A with MTC, as part of PBF's monthly progress reports. Additionally, under the California Public Records Act (California Government Code Sections 6250 *et seq.*), MTC is required to provide non-exempt MTC records relating to a Registered Data Disseminator, when requested by any interested party.

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2. PBF, MTC, Caltrans, and CHP reserve the right to publicize Registered Data Disseminator's involvement in TravInfo® unless otherwise specifically requested by Registered Data Disseminator in writing.

3. PBF is committed to maintaining a cooperative working relationship with the Registered Data Disseminators to maximize the benefits to the public. It is the intention of PBF that the TIC will compile the Provided Data from the best available sources and will provide a best efforts approach to the dissemination of such information.

Registered Data Disseminator will receive notices on TIC operational status, including system maintenance schedules.

4. The Registered Data Disseminator must apprise PBF of Registered Data Disseminator's product or service development and marketing plans, informing PBF of any intermediate and/or other third-party data disseminators to whom Registered Data Disseminator is providing TravInfo® data in any manner, and providing PBF with monthly usage statistics. The specific type of usage information and its reporting format will be negotiated between PBF and the Registered Data Disseminator and set out in Attachment B to this Agreement. The monthly usage statistics will include those of any down-stream data disseminators. If the Registered Data Disseminator fails to report accurate usage statistics, as defined in the aforementioned negotiation, PBF can, at its sole option, terminate this agreement by a 15-day prior written notice delivered to the Registered Data Disseminator.

5. The Registered Data Disseminator is cautioned that information availability and data accuracy are all subject to change. Reasonable efforts will be made by PBF to advise Registered Data Disseminator in a timely fashion of both expected and unexpected changes in the operational status of the TravInfo® system. Registered Data Disseminators are encouraged to contact the PBF TravInfo® Operations Manager (phone (510) 286-6845) to report suspected system operational or maintenance problems.

6. PBF reserves the right, at some future date, to charge for access to and usage of the TravInfo® data. PBF will provide Registered Data Disseminator 90 days notice of such intent in order to negotiate any required revisions to this Agreement.

7. PBF, MTC, Caltrans, and CHP and their suppliers make, and Registered Data Disseminator receives, no warranty regarding Provided Data, whether express or implied, and all warranties of merchantability and fitness of provided data for any particular purpose are expressly disclaimed. PBF, MTC, Caltrans, and CHP and their suppliers make no warranty that the information will be provided in an uninterrupted manner or that the Provided Data will be free of errors. Provided Data is provided on an "as is" and "with all faults" basis, with the entire risk as to quality and performance with Registered Data Disseminator.

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In no event shall PBF, MTC, Caltrans, and CHP or their suppliers be liable for any damages, claim, or loss incurred by Registered Data Disseminator, (including, without limitation, compensatory, incidental, indirect, special, consequential, or exemplary damages, lost profits, lost sales or business, expenditures, investments, or commitments in connection with any business, or loss of any goodwill) resulting from loss of Provided Data or inability to use Provided Data irrespective of whether MTC, PBF, and its suppliers have been informed of, knew of, or should have known of the likelihood of such damages, claim, or loss. This limitation applies to all causes of action in the aggregate, including, without limitation, breach of contract, breach of warranty, negligence, strict liability, misrepresentation, and other torts.

8. Registered Data Disseminator agrees to defend, indemnify, and hold PBF, MTC, Caltrans, and CHP harmless from and against any and all liability and expense, including reasonable defense costs and legal fees, caused by any negligent or wrongful act or omission of Registered Data Disseminator, its agents, officers, and employees, in the use, possession, or dissemination of ATIS information made available from the TIC, to the extent that such liability may be imposed upon PBF, MTC, CHP, and/or Caltrans, including, but not limited to personal property damage, or injury to privacy or reputation. In addition, Registered Data Disseminator shall indemnify, defend, and hold harmless, against such liability and expense, the individual members of the PBF, MTC, Caltrans, and CHP TravInfo® project team.

9. Any and all disputes that may arise between the parties to this Agreement regarding its terms or regarding performance under this Agreement shall be submitted to final and binding arbitration in accordance with Sections 1280 through 1294.2 of the California Code of Civil Procedure. The arbitrator's award shall be final and binding on the parties and judgment may be entered upon it by a court of competent jurisdiction. Either party may demand arbitration by filing a written demand with the other party within 60 (sixty) days after occurrence of the dispute. The costs of the arbitration shall be borne by the losing party or in such proportion as the arbitrator determines.

10. This Agreement shall remain in force until June 30, 2002, and may be earlier terminated by either party with or without cause by 30-day prior written notice delivered to the other party to this Agreement. The termination of this Agreement does not release Registered Data Disseminator from the responsibilities, liabilities, or indemnification, outlined in this Agreement that might result from Registered Data Disseminator's actions during the term of this Agreement.

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11. All questions pertaining to the validity and interpretation of this Agreement shall be determined in accordance with the laws of the State of California.

The PBF contact for any questions regarding this agreement is Les Jacobson, phone (206) 382-5290, e-mail jacobsonl@pbworld.com. The contact for the Registered Data Disseminator is _____, phone _____, e-mail _____.

For PBF

By _____

Lawrence F. Yermack
Vice President
Parsons Brinckerhoff Quade & Douglas, Inc.
3200 Tower Oaks Blvd
Suite 200
Rockville, Maryland 20852

For the Registered Data Disseminator:

By _____

Name: _____

Title: _____

Address: _____

Phone: _____

Fax: _____

Email: _____

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Attachment A

Insert text regarding Registered Data Disseminator's TravInfo®-related product(s), service(s) and methods for calculating and providing usage statistics here. Describe the product(s), service(s) and methods for calculating and providing usage statistics as specifically as possible.

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Attachment B

Insert text describing the specific type of usage information and the reporting format for monthly usage statistics.