

Data Insights Agreement  
between Rasier, LLC and the City of Portland, Oregon.  
On the Provision of Rasier City Data

This Data Access Agreement (the “**Agreement**”) is entered into this 24th day of April, 2015 (the “**Effective Date**”), between the City of Portland, Oregon, an Oregon municipal corporation (“**Portland**” or the “**City**”), and Rasier, LLC, a Delaware Corporation that is a wholly owned subsidiary of Uber Technologies, Inc. (hereinafter “**Rasier**”) (each, a “**Party**” and collectively, the “**Parties**”).

WHEREAS, with thousands of Uber rides expected on the streets of Portland every week, Rasier desires to voluntarily share with the City certain proprietary and sensitive commercial data that will help serve city planning and the public interest.

WHEREAS, the City believes that this data will help City government policymakers and researchers develop a more detailed understanding of the traffic implications, commute patterns, and location of thousands of weekly trips.

WHEREAS, the Parties share the view that this data can help improve traffic planning, congestion reduction, pedestrian safety, passenger safety, movement of residents across the City, emergency and disaster planning, and beneficially contribute to other activities related to City transportation, as well as assist in identifying zoning changes and needs, opportunities to create or reducing parking, prioritize street remediation projects, facilitate additional transportation solutions for marquee City initiatives like festivals, and many more possibilities.

WHEREAS, the Parties have a shared vision that smart cities generally should benefit from such smart data.

NOW, THEREFORE, in consideration of the mutual promises, covenants, and conditions herein contained and for other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto intending to be legally bound hereby agree as follows:

1. Rasier will provide to the City on a monthly basis the following proprietary and sensitive commercial information (collectively, the “**Confidential Information**”), the method of aggregation and anonymization of which may change in Rasier’s sole discretion as Rasier develops or refines anonymization algorithms to ensure privacy protections:
  - a. anonymous pick-up and drop-off location of each trip arranged on the Uber platform, by Zip Code Tabulation Area (ZCTA) that originates and ends in the City;

- b. anonymous pick-up location of each trip arranged on the Uber platform, by Zip Code Tabulation Area (ZCTA) that originates in the City and ends outside the City;
- c. anonymous drop-off location of each trip arranged on the Uber platform, by Zip Code Tabulation Area (ZCTA) that originates outside the City and ends in the City
- d. the date-stamp and approximate time-stamp of each trip arranged on the Uber platform that originates or ends in the City;
- e. the duration of each trip arranged on the Uber platform that originates and/or ends in the City.
- f. the duration of time after a rider requests a ride to vehicle arrival for each trip when a ride originates in the City;
- g. the duration of time after a rider requests a wheelchair-accessible vehicle (“WAV”) ride to vehicle arrival for each trip when a ride originates in the City;
- h. the total number of unique WAV requests that were referred to another contracted service provider;
- i. the total number and location by Zip Code Tabulation Area (ZCTA) of any unique unfulfilled trip requests and the number of unfulfilled requests as a percentage of total requests;
- j. the number of collisions, including type of loss, date of loss, claim status (open or closed), and whether there is injury to the extent that such information is known to Rasier at the time of the report;
- k. the number and type of crimes against Rasier-affiliated drivers that are known to Rasier at the time of the report;
- l. the aggregate number of passenger complaints.

Confidential Information also includes any and all other data, materials and/or information of any variety owner or controlled by or otherwise related to Rasier, or any other affiliate of Rasier, including without limitation, business, financial, commercial and technical data or end user or customer data, that is provided or made available to the City pursuant to this Agreement, in Rasier’s sole discretion.

- 2. Rasier will begin monthly reports of the Confidential Information no later than the 15<sup>th</sup> day of the month following the effective date of this Agreement.

3. On or before the 15<sup>th</sup> day of each subsequent month, Rasier will provide the City a monthly report of Confidential Information enumerated in paragraphs 1(a) through 1(l). Reports are considered delinquent if not provided by the last day of the month in which they are due. If the last day of the month falls on a holiday or weekend, Reports are delinquent on the first business day that follows.
4. Rasier also will provide limited technical support to the City to interpret and use the Confidential Information subject to the availability of its resources.
5. The Parties agree that Confidential Information may constitute Uber or Rasier's trade secrets and may be exempt from disclosure pursuant to ORS 192.501(2), and ORS 646.461(4).
6. The Parties agree that Rasier is providing such Confidential Information voluntarily for use in developing the City's governmental policies and may be exempt from disclosure pursuant to ORS 192.502(4).
7. The Parties further agree that the Confidential Information is not being submitted by law.
8. Except as described in paragraphs 11, 12, 13, and 14 herein, the City shall keep the Confidential Information strictly confidential and shall not disclose it to any third parties or generally to the public without Rasier's prior written consent. Confidential Information received by the City shall not be used for any purpose other than as permitted by this Agreement, and City shall restrict access to the Confidential Information to only those of its employees with whom such access is necessary for carrying out the intent of this Agreement, provided that (i) each such employee has agreed to obligations of confidentiality and non-use with respect to the Confidential Information at least as protective as those contained in this Agreement and (ii) each such employee is informed of the obligations undertaken by the City as set forth in this Agreement.
9. The City agrees to secure and protect the Confidential Information with the same degree of care that the City uses to secure and protect its own most valuable confidential and proprietary information, and to take all reasonably appropriate actions with its employees or agents who are permitted access thereto, to satisfy its obligations hereunder. Upon discovery of any unauthorized possession, use or knowledge of the Confidential Information arising out of the City's possession of the Confidential Information, the City shall promptly notify Rasier of the same and shall use best efforts to cooperate with Rasier to regain possession or prevent further unauthorized use of the Confidential Information. If and to the extent the terms of this Agreement conflict with the terms of any non-disclosure agreement or similar agreement between the parties, this Agreement shall prevail with respect to the Confidential Information provided pursuant to this Agreement.

10. If the City receives a Public Record request for the Confidential Information pursuant to ORS 192.420 or any other applicable law or is sued in order to obtain the disclosure of such information, the City shall promptly notify Rasier upon receipt of such request or lawsuit so as to afford Rasier the opportunity to take steps to prevent disclosure.
11. In the event the City is ordered by a court of competent jurisdiction that a portion or all of Confidential Information is not required to be kept confidential or does not constitute trade secrets or confidential information exempt from disclosure, or disclosure is otherwise required by law, the City shall provide Rasier prompt notice before complying with the court order or law, so that Rasier may take appropriate actions, including seeking an injunction, appeal and stay of the court order or otherwise challenge the law.
12. The City may disclose Rasier's confidential information pursuant to a valid, legally binding subpoena; provided, however, that the City shall provide Rasier prompt notice before complying with a subpoena so that Rasier may seek to quash the subpoena, if so desired.
13. The City may disclose Confidential Information to the Portland For-Hire Innovation Task Force solely to facilitate its consideration of new for-hire rules in the City and the Task Force may only use the information for such purpose. The City also may disclose Confidential Information to a third party data analysis company to assist the City in conducting a study of its transportation infrastructure and service. The City shall ensure that each Task Force member and data analysis company with access to the Confidential Information has agreed to obligations of confidentiality and non-use with respect to the Confidential Information at least as protective as those contained in this Agreement.
14. In the event the City wishes to include any aggregate data, conclusions or information derived in any manner from the Confidential Information, in publicly available reports, presentations, plans, press releases or other publications of any kind, regardless of the medium in which such information is presented, the City shall first obtain Rasier's prior written consent, which will not be withheld unless Rasier articulates to the City in writing that such disclosure will allow third parties to derive any Confidential information.
15. This Agreement will remain in force for 120 days from the Effective Date.
16. All rights and obligation created hereunder will remain in effect for a period of five (5) years from the date of the last disclosure by Rasier of the Confidential Information.
17. The Confidential Information is provided "as is" and without warranty of any kind, express or implied.

18. Use of the City seal or other City trademarks requires permission from the City's Auditor or Office of Management and Finance.
19. This Agreement may not be assigned in whole or in part by the City, by operation of law or otherwise, without the prior written consent of Rasier.
20. Nothing in this Agreement will be deemed to place the parties in the relationship of employer-employee, principal-agent, partners or joint ventures.
21. The failure of either Party to enforce any provision of this Agreement shall not be deemed a waiver of that or any other provision of this Agreement. If any provision contained in this Agreement is determined to be invalid or unenforceable, in whole or in part, the remaining provisions and any partially enforceable provision will, nevertheless, be binding and enforceable, and the Parties agree to substitute for the invalid provision a valid provision which most closely approximates the intent and effect of the invalid provision.
22. Rasier and City are the only Parties to this Agreement and are the only Parties entitled to enforce its terms. Nothing in this Agreement gives, assigns or provides any benefit or right, whether directly, indirectly, or otherwise, to third persons.
23. The provisions of this Agreement shall be construed in accordance with the provisions of the laws of the State of Oregon without reference to its conflict of laws provisions. Any action or suits involving any question arising under this Agreement shall be brought in the appropriate court in Multnomah County, Oregon. By executing this Agreement, Rasier agrees to in personam jurisdiction of the Oregon courts.
24. This Agreement is the entire agreement between the Parties relating to the Confidential Information and supersedes any prior representations, communications, undertakings, or discussions relating to the Confidential Information. This Agreement may only be modified by a writing signed by both Parties.
25. This Agreement may be executed by manual, facsimile or electronic signature in counterparts, each of which shall be an original and all of which together shall constitute one and the same instrument. Facsimile or electronic signatures shall hold the same force and effect as an original signature for purposes of binding the Parties to this Agreement.

IN WITNESS WHEREOF, the Parties have caused their respective duly authorized representatives to execute this Agreement as of the Effective Date.

**CITY OF PORTLAND**

**RASIER, LLC**

By: Leah Treat  
Director  
Portland Bureau of Transportation

By: Karen Walker  
Manager

Signed: 

Signed: 