

Agreement
Between Uber Technologies, Inc. and the City of Boston
On the Provision of Uber City Data

This Agreement is entered into this 12th day of January, 2015, between the City of Boston (hereinafter the "City"), and Uber Technologies, Inc. (hereinafter "Uber") (collectively, the "Parties").

WHEREAS, with tens of thousands of Uber rides on the streets of Boston everyday, Uber 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 tens of thousands of daily 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 championship celebrations, Olympic bids, and many more possibilities.

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

In consideration of the above, Uber and the City have reached the following agreement:


1. Uber will provide to the City the following proprietary and sensitive commercial information (hereinafter "Uber's confidential information"):
 - a. anonymous pick-up and drop-off location of each Uber trip, by Zip Code Tabulation Area (ZCTA) and by neighborhood (using the attached boundaries supplied by the City) that originates and/or ends in the City;
 - b. the date-stamp and approximate time-stamp of each trip that originates and/or ends in the City;
 - c. the duration of each trip that originates and/or ends in the City;
 - d. wait time for rideshare vehicles to arrive if similar data is provided to the City by taxi companies.
2. Uber will provide the first tranche of Uber's confidential information within ten (10) days of the final execution of this agreement and then on a quarterly basis thereafter.
3. Uber also will provide limited technical support to the City to interpret and use Uber's confidential information subject to the availability of its resources.

4. The Parties agree that Uber's confidential information constitutes Uber's trade secrets or commercial or financial information that is exempt from disclosure pursuant to M.G.L. c. 4, sec. 7(26)(g) of the Massachusetts Public Records Law. All information that is claimed by Uber to be confidential information must be clearly identified as such by Uber when provided to City.
5. The Parties agree that Uber is providing such information voluntarily for use in developing the City's governmental policies.
6. The Parties further agree that Uber's confidential information is not being submitted by law or as a condition of receiving a governmental benefit.
7. The City shall keep confidential Uber's confidential information except as described in paragraphs 9, 10, 11 and 12 herein.
8. If the City receives a request for Uber's confidential information pursuant to the Massachusetts Public Records Law or is sued in order to obtain the disclosure of such information, the City shall promptly notify Uber upon receipt of such request or lawsuit so as to afford Uber the opportunity to take steps to prevent disclosure. Uber agrees at its expense to defend and indemnify the City against any lawsuit or administrative proceeding against the City for failure to disclose Uber's confidential information, including court costs and reasonable fees of attorneys, provided that the City shall obtain Uber's express written consent prior to retaining any outside law firm to represent the City, which consent will not be unreasonably withheld, and shall regularly consult with Uber regarding costs or fees associated with defending such a claim. Notwithstanding the above, Uber shall not have a duty to defend or indemnify the City if Uber notifies the City that Uber does not support withholding Uber's confidential information from disclosure but the City nevertheless chooses to continue to withhold such information, or if the City does not publicly support in court or an administrative proceeding withholding Uber's confidential information from disclosure contrary to Uber's position.
9. In the event the City is ordered by a court of competent jurisdiction that a portion or all of Uber's confidential information is not required to be kept confidential or does not constitute trade secrets or commercial or financial information exempt from disclosure, or disclosure is otherwise required by law, the City shall provide Uber notice before complying with the court order or law, unless such notice is prohibited by law or court order, so that Uber may take appropriate actions, including an appeal and stay of the court order or legal challenge of the law.
10. The City may disclose Uber's confidential information pursuant to a valid, legally binding subpoena; provided, however, that the City shall provide Uber reasonable notice before complying with a subpoena so that Uber may seek to quash the subpoena, if so desired, unless such notice is prohibited by law.
11. The City may include aggregate data, and conclusions drawn from the study or analysis of Uber's confidential information in publicly available reports, presentations, plans, press releases and other publications or any other City work product derived from Uber's confidential information, as long as none of Uber's confidential information is disclosed to the public, and provided that the Parties will first jointly develop standards to allow for such use without the need for prior approval from Uber.


12. The limitations on disclosure in this Agreement shall *not* apply to information where Uber agrees in writing that the specific information can be disclosed.
13. Within the City government, the City may only share Uber's confidential information with City employees or contractors who have a need to use the confidential information for City purposes. The City shall ensure that any contractors with whom it shares Uber's confidential information are subject to the confidentiality obligations set forth herein.
14. This Agreement will remain in force for one year and shall automatically be renewed for subsequent one-year periods unless either Party provides notice of termination in accordance with Paragraph 15.
15. Either Party may terminate this Agreement, at any time, for any reason, by giving not less than thirty (30) days' prior written notice thereof to the other Party.

IN WITNESS WHEREOF, the Parties have caused their respective duly authorized representatives to execute this Agreement on January 12, 2015.

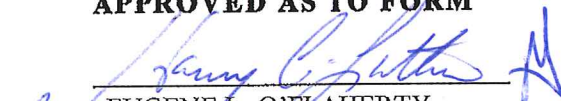
CITY OF BOSTON

By: 
Printed: Jascha Franklin-Hodge
Title: Chief Information Officer

UBER TECHNOLOGIES, INC.

By: 
Printed: meghan keenan joyce
Title: GM, Uber East Coast

APPROVED AS TO FORM


EUGENE L. O'FLAHERTY
CORPORATION COUNSEL

Neighborhoods	2010 Census name	GEOID10
Allston	Census Tract 7.03	25025000703
Allston	Census Tract 7.04	25025000704
Allston	Census Tract 8.02	25025000802
Allston	Census Tract 8.03	25025000803
Back Bay	Census Tract 105	25025010500
Back Bay	Census Tract 106	25025010600
Back Bay	Census Tract 107.01	25025010701
Back Bay	Census Tract 107.02	25025010702
Back Bay	Census Tract 108.01	25025010801
Back Bay	Census Tract 108.02	25025010802
Beacon Hill	Census Tract 201.01	25025020101
Beacon Hill	Census Tract 202	25025020200
Beacon Hill	Census Tract 203.02	25025020302
Beacon Hill	Census Tract 9817	25025981700
Brighton	Census Tract 1	25025000100
Brighton	Census Tract 2.01	25025000201
Brighton	Census Tract 2.02	25025000202
Brighton	Census Tract 3.01	25025000301
Brighton	Census Tract 3.02	25025000302
Brighton	Census Tract 4.01	25025000401
Brighton	Census Tract 4.02	25025000402
Brighton	Census Tract 5.02	25025000502
Brighton	Census Tract 5.03	25025000503
Brighton	Census Tract 5.04	25025000504
Brighton	Census Tract 6.01	25025000601
Brighton	Census Tract 6.02	25025000602
Brighton	Census Tract 7.01	25025000701
Charlestown	Census Tract 401	25025040100
Charlestown	Census Tract 402	25025040200
Charlestown	Census Tract 403	25025040300
Charlestown	Census Tract 404.01	25025040401
Charlestown	Census Tract 406	25025040600
Charlestown	Census Tract 408.01	25025040801
Dorchester	Census Tract 1001	25025100100
Dorchester	Census Tract 1002	25025100200
Dorchester	Census Tract 1003	25025100300
Dorchester	Census Tract 1004	25025100400
Dorchester	Census Tract 1005	25025100500
Dorchester	Census Tract 1006.01	25025100601
Dorchester	Census Tract 1006.03	25025100603
Dorchester	Census Tract 1007	25025100700
Dorchester	Census Tract 1008	25025100800
Dorchester	Census Tract 901	25025090100
Dorchester	Census Tract 902	25025090200
Dorchester	Census Tract 903	25025090300
Dorchester	Census Tract 907	25025090700
Dorchester	Census Tract 909.01	25025090901

Dorchester	Census Tract 910.01	25025091001
Dorchester	Census Tract 911	25025091100
Dorchester	Census Tract 912	25025091200
Dorchester	Census Tract 913	25025091300
Dorchester	Census Tract 914	25025091400
Dorchester	Census Tract 915	25025091500
Dorchester	Census Tract 916	25025091600
Dorchester	Census Tract 917	25025091700
Dorchester	Census Tract 918	25025091800
Dorchester	Census Tract 919	25025091900
Dorchester	Census Tract 920	25025092000
Dorchester	Census Tract 921.01	25025092101
Dorchester	Census Tract 922	25025092200
Dorchester	Census Tract 923	25025092300
Dorchester	Census Tract 924	25025092400
Downtown	Census Tract 303	25025030300
Downtown	Census Tract 701.01	25025070101
Downtown	Census Tract 702	25025070200
East Boston	Census Tract 501.01	25025050101
East Boston	Census Tract 502	25025050200
East Boston	Census Tract 503	25025050300
East Boston	Census Tract 504	25025050400
East Boston	Census Tract 505	25025050500
East Boston	Census Tract 506	25025050600
East Boston	Census Tract 507	25025050700
East Boston	Census Tract 509.01	25025050901
East Boston	Census Tract 510	25025051000
East Boston	Census Tract 511.01	25025051101
East Boston	Census Tract 512	25025051200
East Boston	Census Tract 9813	25025981300
East Boston	Census Tract 9816	25025981600
Fenway	Census Tract 101.03	25025010103
Fenway	Census Tract 101.04	25025010104
Fenway	Census Tract 102.03	25025010203
Fenway	Census Tract 102.04	25025010204
Fenway	Census Tract 104.03	25025010403
Fenway	Census Tract 104.04	25025010404
Fenway	Census Tract 104.05	25025010405
Fenway	Census Tract 104.08	25025010408
Fenway	Census Tract 9815.01	25025981501
Harbor Islands	Census Tract 9801.01	25025980101
Hyde Park	Census Tract 1401.02	25025140102
Hyde Park	Census Tract 1401.05	25025140105
Hyde Park	Census Tract 1401.07	25025140107
Hyde Park	Census Tract 1402.01	25025140201
Hyde Park	Census Tract 1402.02	25025140202
Hyde Park	Census Tract 1403	25025140300
Hyde Park	Census Tract 1404	25025140400

Hyde Park	Census Tract 9807	25025980700
Jamaica Plain	Census Tract 1101.03	25025110103
Jamaica Plain	Census Tract 1201.03	25025120103
Jamaica Plain	Census Tract 1201.04	25025120104
Jamaica Plain	Census Tract 1201.05	25025120105
Jamaica Plain	Census Tract 1202.01	25025120201
Jamaica Plain	Census Tract 1203.01	25025120301
Jamaica Plain	Census Tract 1204	25025120400
Jamaica Plain	Census Tract 1205	25025120500
Jamaica Plain	Census Tract 1206	25025120600
Jamaica Plain	Census Tract 1207	25025120700
Jamaica Plain	Census Tract 812	25025081200
Jamaica Plain	Census Tract 9810	25025981000
Jamaica Plain	Census Tract 9818	25025981800
Longwood Medical Area	Census Tract 103	25025010300
Mattapan	Census Tract 1009	25025100900
Mattapan	Census Tract 1010.01	25025101001
Mattapan	Census Tract 1010.02	25025101002
Mattapan	Census Tract 1011.01	25025101101
Mattapan	Census Tract 1011.02	25025101102
Mattapan	Census Tract 9811	25025981100
Mission Hill	Census Tract 808.01	25025080801
Mission Hill	Census Tract 809	25025080900
Mission Hill	Census Tract 810.01	25025081001
Mission Hill	Census Tract 811	25025081100
North End	Census Tract 301	25025030100
North End	Census Tract 302	25025030200
North End	Census Tract 304	25025030400
North End	Census Tract 305	25025030500
Roslindale	Census Tract 1102.01	25025110201
Roslindale	Census Tract 1103.01	25025110301
Roslindale	Census Tract 1104.01	25025110401
Roslindale	Census Tract 1104.03	25025110403
Roslindale	Census Tract 1105.01	25025110501
Roslindale	Census Tract 1105.02	25025110502
Roslindale	Census Tract 1106.07	25025110607
Roslindale	Census Tract 1401.06	25025140106
Roxbury	Census Tract 801	25025080100
Roxbury	Census Tract 803	25025080300
Roxbury	Census Tract 804.01	25025080401
Roxbury	Census Tract 805	25025080500
Roxbury	Census Tract 806.01	25025080601
Roxbury	Census Tract 813	25025081300
Roxbury	Census Tract 814	25025081400
Roxbury	Census Tract 815	25025081500
Roxbury	Census Tract 817	25025081700
Roxbury	Census Tract 818	25025081800
Roxbury	Census Tract 819	25025081900

Roxbury	Census Tract 820	25025082000
Roxbury	Census Tract 821	25025082100
Roxbury	Census Tract 904	25025090400
Roxbury	Census Tract 906	25025090600
Roxbury	Census Tract 9803	25025980300
South Boston	Census Tract 601.01	25025060101
South Boston	Census Tract 602	25025060200
South Boston	Census Tract 603.01	25025060301
South Boston	Census Tract 604	25025060400
South Boston	Census Tract 605.01	25025060501
South Boston	Census Tract 607	25025060700
South Boston	Census Tract 608	25025060800
South Boston	Census Tract 610	25025061000
South Boston	Census Tract 611.01	25025061101
South Boston	Census Tract 612	25025061200
South Boston	Census Tract 9812.01	25025981201
South Boston Waterfront	Census Tract 606	25025060600
South Boston Waterfront	Census Tract 9812.02	25025981202
South End	Census Tract 703	25025070300
South End	Census Tract 704.02	25025070402
South End	Census Tract 705	25025070500
South End	Census Tract 706	25025070600
South End	Census Tract 707	25025070700
South End	Census Tract 708	25025070800
South End	Census Tract 709	25025070900
South End	Census Tract 711.01	25025071101
South End	Census Tract 712.01	25025071201
West End	Census Tract 203.01	25025020301
West End	Census Tract 203.03	25025020303
West Roxbury	Census Tract 1106.01	25025110601
West Roxbury	Census Tract 1301	25025130100
West Roxbury	Census Tract 1302	25025130200
West Roxbury	Census Tract 1303	25025130300
West Roxbury	Census Tract 1304.02	25025130402
West Roxbury	Census Tract 1304.04	25025130404
West Roxbury	Census Tract 1304.06	25025130406