



Privacy Advisory Commission
Special Meeting
December 1, 2016 5:15 PM
Oakland City Hall
Hearing Room 1
1 Frank H. Ogawa Plaza, 1st Floor
Meeting Agenda

Commission Members: *District 1 Representative: Reem Suleiman, District 2 Representative: Yaman Salahi, District 3 Representative: Brian M. Hofer, District 4 Representative: Lou Katz, District 5 Representative: Raymundo Jacquez III, District 6 Representative: Clint M. Johnson, District 7 Representative: Robert Oliver, Council At-Large Representative: Saied R. Karamooz, Mayoral Representative: Deirdre Mulligan.*

Each person wishing to speak on items must fill out a speaker's card. Persons addressing the Privacy Advisory Commission shall state their names and the organization they are representing, if any.

1. 5:15pm: Call to Order, determination of quorum
2. 5:20pm: Review and approval of November 3 meeting minutes
3. 5:25pm: Discuss and take possible action on a Streetline/Parking Management Strategy Report.
4. 5:45pm: Discuss and take possible action on a Surveillance Equipment Ordinance.
5. 6:45pm: Open Forum
6. 7:00pm: Adjournment

This meeting location is wheelchair accessible. Do you need an ASL, Cantonese, Mandarin or Spanish interpreter or other assistance to participate? Please email jdevries@oaklandnet.com or call (510) 238-3083 or (510) 238-3254 for TDD/TTY five days in advance.

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Privacy Advisory Commission
November 3, 2016 5:00 PM
Oakland City Hall
Hearing Room 1
1 Frank H. Ogawa Plaza, 1st Floor
Meeting Minutes

Commission Members: *District 1 Representative: Reem Suleiman, District 2 Representative: Yaman Salahi, District 3 Representative: Brian M. Hofer, District 4 Representative: Lou Katz, District 5 Representative: Raymundo Jacquez III, District 6 Representative: Clint M. Johnson, District 7 Representative: Robert Oliver, Council At-Large Representative: Saied R. Karamooz, Mayoral Representative: Deirdre Mulligan.*

Each person wishing to speak on items must fill out a speaker's card. Persons addressing the Privacy Advisory Commission shall state their names and the organization they are representing, if any.

1. 5:00pm: Call to Order, determination of quorum

Members Present: Hofer, Suleiman, Katz, Johnson, Oliver, and Mulligan.

Members Absent: Salahi, Jacquez, and Karamooz.

2. 5:05pm: Review and approval of October 6 and October 20 meeting minutes

The minutes for both meetings were approved with one minor edit to the October 6th minutes.

3. 5:10pm: Discuss and take possible action on a Parking Management Strategy Report.

The City's Parking Manager, Michael Ford introduced the team from Streetline who presented their Smart Parking Proposal to the Commission. (See attached material from November Packet).

There were several questions about the information that would be captured by the Software Development Kit (SDK) feature that allows users to download an application to their smart phone as a way to know

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where parking spots are available. These included concerns that users would be required to allow their personal information to be available in order to benefit from use of the app and that the information would be sold to third parties. Also, questions were raised about the City's use of data and what data the City would provide to Streetline and how long they would retain the data.

Commissioners also asked about the deployment of cameras by Streetline that monitor public areas, although initially just for parking, these could be a concern if installed near sensitive locations (such as a Church, Mosque, or Planned Parenthood Clinic).

There were also several technical questions about the software that Streetline is using and the functionality of the sensors that are installed in the pavement.

There were two Public Speakers on this item:

Brian Geysler noted that OPD, using License Plate readers, already goes up and down streets collecting a lot of data about vehicles that are currently parked. He also suggested this service will have significant costs in the future even though the initial implementation is free.

Ken Pratt expressed his concern that this is a front for the Department of Homeland Security, and another way to collect massive amounts of data about people. He indicated that it reminded him of the Parking Pilot Program in Montclair which ultimately did not change meter rates or have any significant benefit to the merchants in that district.

Chairperson Hofer recommended that Streetline fill out the Surveillance Technology Questionnaire the Commission is developing and return to discuss the answers at the December Meeting. Member Johnson agreed that this would be a helpful exercise to drill down on the issues raised and at the same time address parking concerns in the City. Commissioner Mulligan offered to follow-up between the meetings with Frontline Technical Staff to discuss software issues in greater depth. Frontline was also encouraged to have technical staff available to answer questions at the December meeting.

4. 5:30pm: Discuss and take possible action on a Surveillance Equipment Ordinance.

Chairperson Hofer went through the current draft section by section and responded to questions from staff. Joe DeVries raised a question about employee privacy issues (versus the public). Member Mulligan noted that the primary concern for the drafters is for the public, not for City staff.

Under Section 4, Joe DeVries asked for clarity regarding the Cost/Benefit Analysis the Commission makes to the City Council regarding a particular technology; specifically, will the Commission simply outline the concerns or will they Commission make a final recommendation whether they believe the City should use the technology. Chairperson Hofer indicated the goal is to make an official "Yea or Nay" recommendation.

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Chairperson Hofer noted that Section 5 is still being worked through, understanding that the City has real concerns about the timing of addressing existing technology.

Under Section 8 (enforcement) Joe DeVries noted concerns about holding an individual employee responsible for punitive damages and criminal penalties (as opposed to holding the City of Oakland accountable). He pointed out that some of these provisions would trigger Meet and Confer requirements with the City's labor organization.

Member Katz asked how an employee could be held accountable for a violation that was committed inadvertently in the past, such as a programming error.

Member Oliver also raised concerns about the protections afforded to employees versus private residents (who also may be an employee). He suggested there needs to be more specific language in this section to not leave any voids. He cited the possibility that an employee may violate the ordinance under the direction of a supervisor.

Chairperson Hofer noted that the code requires that there be malicious intent (willful, intentional, and reckless) in order to face penalties.

There was some discussion about Non-Disclosure Agreements (Section 9) and whether software licensing agreements (for example) would be in conflict with this ordinance. Chairperson Hofer did not believe there were any existing non-disclosure agreements that exist to be concerned about.

Tim Birch with OPD raised concern about the ordinance preventing the City from successfully applying for grants due to the city's existing timeline. He explained the timeline, the fact that staff has six weeks prior to a Public Safety Committee to have a report ready. If one factors in the prior time to go to the commission and the full city council, the process could take over three months and often grant deadlines are shorter than that.

Member Mulligan asked if this applied to procurement as well; it does not—only to grant applications.

Chairperson Hofer suggested allowing the City to apply for grants but not allow the City to accept grants without going through the hearing process. Tim Birch indicated this would be much better. He also indicated that it would help the City staff immensely to have the conversation with the commission at the front end, instead of after the fact. It helps shape proposals to both potential funders and to the City Council.

It was agreed to bring modified language back to the December meeting.

There were two public speakers on the item:

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Brian Geyser suggested that the commission not allow the City to apply for grants before a public hearing because the City will then be inclined to accept the grant funding if they know it is being offered.

Ken Pratt reminded the commission that the DAC debate is why the commission exists—the city was offered the grant funding and was unwilling to turn it down.

5. 6:45pm: Open Forum

There were no Open Forum Speakers.

6. 7:00pm: Adjournment

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The City Council finds it is essential to have an informed public debate as early as possible about decisions related to surveillance technology.

The City Council finds that, while surveillance technology may threaten the privacy of all citizens, throughout history, surveillance efforts have been used to intimidate and oppress certain communities and groups more than others, including those that are defined by a common race, ethnicity, religion, national origin, income level, sexual orientation, or political perspective.

The City Council finds that surveillance technology includes not just technology capable of accessing non-public places or information (such as wiretaps) but also technology which aggregates publicly available information, because such information, in the aggregate or when pieced together with other information, has the potential to reveal a wealth of detail about a person's familial, political, professional, religious, or sexual associations.

The City Council finds that no decisions relating to surveillance technology should occur without strong consideration being given to the impact such technologies may have on civil rights and civil liberties, including those rights guaranteed by the California and United States Constitutions.

The City Council finds that any and all decisions regarding if and how surveillance technologies should be funded, acquired, or used should include meaningful public input and that public opinion should be given significant weight.

The City Council finds that legally enforceable safeguards, including robust transparency, oversight, and accountability measures, must be in place to protect civil rights and civil liberties before any surveillance technology is deployed.

The City Council finds that, if a surveillance technology is approved, data reporting measures must be adopted that empower the City Council and public to verify that mandated civil rights and civil liberties safeguards have been strictly adhered to.

NOW, THEREFORE, BE IT ORDAINED that the City Council of Oakland adopts the following:

Section 1. Title

This ordinance shall be known as the Surveillance & Community Safety Ordinance.

Section 2. City Council Approval Requirement

- 1) A City entity must obtain City Council approval, subsequent to a mandatory, properly-noticed, germane, public hearing prior to any of the following:
 - a) Seeking funds for surveillance technology, including but not limited to applying for a grant or soliciting or accepting state or federal funds or in-kind or other donations;
 - b) Acquiring new surveillance technology, including but not limited to procuring such technology without the exchange of monies or consideration;

- c) Using new surveillance technology, or using existing surveillance technology for a purpose, in a manner or in a location not previously approved by the City Council; or
 - d) Soliciting proposals for or entering into an agreement with a non-City entity to acquire, share or otherwise use surveillance technology or the information it provides.
- 2) A City entity must obtain City Council approval of a Surveillance Use Policy prior to engaging in any of the activities described in subsection (1)(b)-(d).

Section 3. Information Required

- 1) The City entity seeking approval under Section 2 shall submit to the City Council a Surveillance Impact Report and a proposed Surveillance Use Policy at least forty five (45) days prior to the public hearing. A Surveillance Use Policy shall be considered a draft proposal until such time as it is approved pursuant to a vote of the City Council.
 - a) Prior to seeking City Council approval under Section 2, the City entity shall submit the Surveillance Impact Report and proposed Surveillance Use Policy to the Privacy Advisory Commission for its review at a regularly noticed meeting.
 - b) The Privacy Advisory Commission shall recommend that the City Council adopt, modify, or reject the proposed Surveillance Use Policy. *If the Privacy Advisory Commission proposes that the Surveillance Use Policy be modified, the Privacy Advisory Commission shall propose modifications to the City entity and/or City Council in writing.*
 - c) *Failure by the Privacy Advisory Commission to make its recommendation on the item within 90 days of submission shall enable the City entity to proceed to the City Council for approval of the item.*
- 2) After receiving the recommendation of the Privacy Advisory Commission, the City Council shall publicly release in print and online the Surveillance Impact Report, proposed Surveillance Use Policy, and Privacy Advisory Commission recommendation at least fifteen (15) days prior to the public hearing.
- 3) The City Council, or its appointed designee, shall continue to make the Surveillance Impact Report and Surveillance Use Policy, and updated versions thereof, available to the public as long as the municipal entity continues to utilize the surveillance technology in accordance with its request pursuant to Section 2(4).

Section 4. Determination by City Council that Benefits Outweigh Costs and Concerns

The City Council shall only approve any action described in Section 2, subsection (1) or Section 5 of this ordinance after first considering the recommendation of the Privacy Advisory Commission, and subsequently making a determination that the benefits to the community of the surveillance technology outweigh the costs; that the proposal will safeguard civil liberties and civil rights; and that, in the City Council's judgment, no alternative with a lesser economic cost or impact on civil rights or civil liberties would be as effective.

Section 5. Compliance for Existing Surveillance Technology

Each City entity possessing or using surveillance technology prior to the effective date of this ordinance shall submit a Surveillance Impact Report and a proposed Surveillance Use Policy for each surveillance technology, in compliance with Section 3 (1) (a-c). and no later than one hundred eighty (180) days following the effective date of this ordinance for review and approval by the City Council pursuant to Section 4. If such review and approval has not occurred within sixty (60) days of the City Council submission date, the City entity shall cease its use of the surveillance technology until such review and approval occurs.

- a) Prior to submitting the Surveillance Impact Report and proposed Surveillance Use Policy as described above, each City entity shall present to the Privacy Advisory Commission a list of surveillance technology already possessed or used by the City entity.
- b) The Privacy Advisory Commission shall rank the items in order of potential impact to civil liberties.
- c) Within sixty (60) days of the Privacy Advisory Commission's action in b), each City entity shall submit at least one (1) Surveillance Impact Report and proposed Surveillance Use Policy per month to the Privacy Advisory Commission for review, beginning with the highest-ranking items as determined by the Privacy Advisory Commission, and continuing thereafter every month until the list is exhausted.
- d) Failure by the Privacy Advisory Commission to make its recommendation on any item within 90 days of submission shall enable the City entity to proceed to the City Council for approval of the item pursuant to Section 4. If such review and approval has not occurred within sixty (60) days of the City Council submission date, the City entity shall cease its use of the surveillance technology until such review and approval occurs.

Section 6. Oversight Following City Council Approval

- 1) A City entity which obtained approval for the use of surveillance technology must submit a written Surveillance Report for each such surveillance technology to the City Council within twelve (12) months of City Council approval and annually thereafter on or before November 1.
 - a) Prior to submission of the Surveillance Report to the City Council, the City entity shall submit the Surveillance Report to the Privacy Advisory Commission for its review.
 - b) The Privacy Advisory Commission shall recommend to the City Council that the benefits to the community of the surveillance technology outweigh the costs and that civil liberties and civil rights are safeguarded; that use of the surveillance technology cease; or propose modifications to the Surveillance Use Policy that will resolve the concerns.
- 2) Based upon information provided in the Surveillance Report and after considering the recommendation of the Privacy Advisory Commission, the City Council shall determine

whether the requirements of Section 4 are still satisfied. If the requirements of Section 4 are not satisfied, the City Council shall direct that use of the surveillance technology cease and/or require modifications to the Surveillance Use Policy that will resolve any deficiencies.

- 3) No later than January 15 of each year, the City Council shall hold a public meeting and publicly release in print and online a report that includes, for the prior year:
 - a) A summary of all requests for City Council approval pursuant to Section 2 or Section 5 and the pertinent Privacy Advisory Commission recommendation, including whether the City Council approved or rejected the proposal and/or required changes to a proposed Surveillance Use Policy before approval; and
 - b) All Surveillance Reports submitted.

Section 7. Definitions

The following definitions apply to this Ordinance:

- 1) “Surveillance Report” means a written report concerning a specific surveillance technology that includes all the following:
 - a) A description of how the surveillance technology was used, including the quantity of data gathered or analyzed by the technology;
 - b) Whether and how often data acquired through the use of the surveillance technology was shared with outside entities, the name of any recipient entity, the type(s) of data disclosed, under what legal standard(s) the information was disclosed, and the justification for the disclosure(s);
 - c) Where applicable, a breakdown of what physical objects the surveillance technology software was installed upon; for surveillance technology software, a breakdown of what data sources the surveillance technology was applied to;
 - d) Where applicable, a breakdown of where the surveillance technology was deployed geographically, by individual census tract as defined in the relevant year by the United States Census Bureau;
 - e) A summary of community complaints or concerns about the surveillance technology, and an analysis of any discriminatory uses of the technology and effects on the public’s civil rights and civil liberties, including but not limited to those guaranteed by the California and Federal Constitutions;
 - f) The results of any internal audits, any information about violations or potential violations of the Surveillance Use Policy, and any actions taken in response;
 - g) Information about any data breaches or other unauthorized access to the data collected by the surveillance technology, including information about the scope of the breach and the actions taken in response;
 - h) Information, including crime statistics, that help the community assess whether the surveillance technology has been effective at achieving its identified purposes;
 - i) Statistics and information about public records act requests, including response rates;

- j) Total annual costs for the surveillance technology, including personnel and other ongoing costs, and what source of funding will fund the technology in the coming year; and
 - k) Any requested modifications to the Surveillance Use Policy and a detailed basis for the request.
- 2) “City entity” means any department, bureau, division, or unit of the City of Oakland.
- 3) “Surveillance technology” means any electronic device, system utilizing an electronic device, or similar used, designed, or primarily intended to collect, retain, process, or share audio, electronic, visual, location, thermal, olfactory, biometric, or similar information specifically associated with, or capable of being associated with, any individual or group.
 - a) “Surveillance technology” does not include the following devices or hardware, unless they have been equipped with, or are modified to become or include, a surveillance technology as defined in Section 7(3): (a) routine office hardware, such as televisions, computers, and printers, that is in widespread public use and will not be used for any surveillance or law enforcement functions; (b) Parking Ticket Devices (PTDs); (c) manually-operated, non-wearable, handheld digital cameras, audio recorders, and video recorders that are not designed to be used surreptitiously and whose functionality is limited to manually capturing and manually downloading video and/or audio recordings; (d) surveillance devices that cannot record or transmit audio or video or be remotely accessed, such as image stabilizing binoculars or night vision goggles; (e) manually-operated technological devices used primarily for internal municipal entity communications and are not designed to surreptitiously collect surveillance data, such as radios and email systems; (f) municipal agency databases that do not contain any data or other information collected, captured, recorded, retained, processed, intercepted, or analyzed by surveillance technology.
- 4) “Surveillance Impact Report” means a publicly-released written report including at a minimum the following:
 - a) **Description:** Information describing the surveillance technology and how it works, including product descriptions from manufacturers;
 - b) **Purpose:** Information on the proposed purposes(s) for the surveillance technology;
 - c) **Location:** The location(s) it may be deployed and crime statistics for any location(s);
 - d) **Impact:** An assessment identifying any potential impact on civil liberties and civil rights including but not limited to potential disparate or adverse impacts on any communities or groups if the surveillance technology was used or deployed, intentionally or inadvertently, in a manner that is discriminatory, viewpoint-based, or biased via algorithm. In addition, identify specific, affirmative measures that will be implemented to safeguard the public from each such impacts;
 - e) **Data Sources:** A list of all sources of data to be collected, analyzed, or processed by the surveillance technology, including “open source” data;

- f) **Data Security:** Information about the steps that will be taken to ensure that adequate security measures are used to safeguard the data collected or generated by the technology from unauthorized access or disclosure;
 - g) **Fiscal Cost:** The fiscal costs for the surveillance technology, including initial purchase, personnel and other ongoing costs, and any current or potential sources of funding;
 - h) **Third Party Dependence:** Whether use or maintenance of the technology will require data gathered by the technology to be handled or stored by a third-party vendor on an ongoing basis;
 - i) **Alternatives:** A summary of all alternative methods (whether involving the use of a new technology or not) considered before deciding to use the proposed surveillance technology, including the costs and benefits associated with each alternative and an explanation of the reasons why each alternative is inadequate; and,
 - j) **Track Record:** A summary of the experience (if any) other entities, especially government entities, have had with the proposed technology, including, if available, quantitative information about the effectiveness of the proposed technology in achieving its stated purpose in other jurisdictions, and any known adverse information about the technology (such as unanticipated costs, failures, or civil rights and civil liberties abuses).
- 5) "Surveillance Use Policy" means a publicly-released and legally-enforceable policy for use of the surveillance technology that at a minimum specifies the following:
- a) **Purpose:** The specific purpose(s) that the surveillance technology is intended to advance;
 - b) **Authorized Use:** The specific uses that are authorized, and the rules and processes required prior to such use;
 - c) **Data Collection:** The information that can be collected by the surveillance technology. Where applicable, list any data sources the technology will rely upon, including "open source" data;
 - d) **Data Access:** The individuals who can access or use the collected information, and the rules and processes required prior to access or use of the information;
 - e) **Data Protection:** The safeguards that protect information from unauthorized access, including encryption and access control mechanisms;
 - f) **Data Retention:** The time period, if any, for which information collected by the surveillance technology will be routinely retained, the reason such retention period is appropriate to further the purpose(s), the process by which the information is regularly deleted after that period lapses, and the specific conditions that must be met to retain information beyond that period;
 - g) **Public Access:** How collected information can be accessed or used by members of the public, including criminal defendants;
 - h) **Third Party Data Sharing:** If and how other City or non-City entities can access or use the information, including any required justification or legal standard

necessary to do so and any obligations imposed on the recipient of the information;

- i) **Training:** The training required for any individual authorized to use the surveillance technology or to access information collected by the surveillance technology, including any training materials;
- j) **Auditing and Oversight:** The mechanisms to ensure that the Surveillance Use Policy is followed, including internal personnel assigned to ensure compliance with the policy, internal recordkeeping of the use of the technology or access to information collected by the technology, technical measures to monitor for misuse, any independent person or entity with oversight authority, and the legally enforceable sanctions for violations of the policy; and
- k) **Maintenance:** The mechanisms and procedures to ensure that the security and integrity of the surveillance technology and collected information will be maintained.

Section 8. Enforcement

- 1) Any violation of Resolution No. 85638 (DAC Surveillance Use Policy adopted June 2, 2015), Resolution No. 85807 (FLIR Surveillance Use Policy adopted October 6, 2015), [Resolution No. xxxxx \(Cell Site Simulator Use Policy adopted xxxxxx, 2017\)](#), this Ordinance, or of a Surveillance Use Policy promulgated under this Ordinance, constitutes an injury and any person may institute proceedings for injunctive relief, declaratory relief, or writ of mandate in any court of competent jurisdiction to enforce this Ordinance. An action instituted under this paragraph shall be brought against the respective city agency, the City of Oakland, and, if necessary to effectuate compliance with this Ordinance or a Surveillance Use Policy (including to expunge information unlawfully collected, retained, or shared thereunder), any third-party with possession, custody, or control of data subject to this Ordinance.
- 2) Any person who has been subjected to a surveillance technology in violation of this Ordinance, or about whom information has been obtained, retained, accessed, shared, or used in violation of this Ordinance or of a Surveillance Use Policy promulgated under this Ordinance, may institute proceedings in any court of competent jurisdiction against any person who committed such violation and shall be entitled to recover actual damages (but not less than liquidated damages of \$1,000 or \$100 per day for each day of violation, whichever is greater) and punitive damages.
- 3) A court shall award costs and reasonable attorneys' fees to the plaintiff who is the prevailing party in an action brought under paragraphs (1) or (2).
- 4) In addition, for a willful, intentional, or reckless violation of this Ordinance or of a Surveillance Use Policy promulgated under this Ordinance, an individual shall be deemed guilty of a misdemeanor and may be punished by a fine not exceeding \$1,000 per violation.

Section 9. Secrecy of Surveillance Technology

It shall be unlawful for the City of Oakland or any municipal entity to enter into any contract or other agreement that conflicts with the provisions of this Ordinance, and any conflicting provisions in such contracts or agreements, including but not limited to non-disclosure agreements, shall be deemed void and legally unenforceable. Conflicting provisions in contracts or agreements signed prior to the enactment of this Ordinance shall be deemed void and legally unenforceable to the extent permitted by law. This section shall not apply to collective bargaining agreements and related memorandums of agreement or understanding that pre-date this Ordinance.

Section 10. Whistleblower Protections.

1) No municipal entity or anyone acting on behalf of a municipal entity may take or fail to take, or threaten to take or fail to take, a personnel action with respect to any employee or applicant for employment, including but not limited to discriminating with respect to compensation, terms, conditions, access to information, restrictions on due process rights, privileges of employment, or civil or criminal liability, because:

a) The employee or applicant was perceived to, about to, or assisted in any lawful disclosure of information concerning the funding, acquisition, or use of a surveillance technology or surveillance data to any relevant municipal agency, municipal law enforcement, prosecutorial, or investigatory office, or City Council Member, based upon a good faith belief that the disclosure evidenced a violation of this Ordinance; or

b) The employee or applicant was perceived to, about to, or assisted or participated in any proceeding or action to carry out the purposes of this Ordinance.

2) It shall be grounds for disciplinary action for a municipal employee or anyone else acting on behalf of a municipal entity to retaliate against an individual who makes a good-faith complaint that there has been a failure to comply with any part of this Ordinance.

3) Any employee or applicant who is injured by a violation of Section 10 may institute a proceeding for monetary damages and injunctive relief in any court of competent jurisdiction.

Section 11. Severability

The provisions in this Ordinance are severable. If any part of provision of this Ordinance, or the application of this Ordinance to any person or circumstance, is held invalid, the remainder of this Ordinance, including the application of such part or provisions to other persons or circumstances, shall not be affected by such holding and shall continue to have force and effect.

Section 12. Construction

The provisions of this Ordinance, including the terms defined in Section 7, are to be construed broadly so as to effectuate the purposes of this Ordinance.

Section 13. Effective Date

This Ordinance shall take effect on [DATE].

Current language

Section 2. City Council Approval Requirement

- 1) A City entity must obtain City Council approval, subsequent to a mandatory, properly-noticed, germane, public hearing prior to any of the following:
 - a) Seeking funds for surveillance technology, including but not limited to applying for a grant or soliciting or accepting state or federal funds or in-kind or other donations;
 - b) Acquiring new surveillance technology, including but not limited to procuring such technology without the exchange of monies or consideration;
 - c) Using new surveillance technology, or using existing surveillance technology for a purpose, in a manner or in a location not previously approved by the City Council; or
 - d) Soliciting proposals for or entering into an agreement with a non-City entity to acquire, share or otherwise use surveillance technology or the information it provides.
- 2) A City entity must obtain City Council approval of a Surveillance Use Policy prior to engaging in any of the activities described in subsection (1)(b)-(d).

Proposed Language

Section 2. City Council Approval Requirement

- 1) A City entity shall engage the Privacy Advisory Commission by notifying the Chair of the commission prior to the entity:
 - a) Seeking or soliciting funds for surveillance technology, including but not limited to applying for a grant; or,
 - b) Soliciting proposals with a non-City entity to acquire, share or otherwise use surveillance technology or the information it provides.

Upon notification by the entity, the Chair shall place the item on the agenda at the next regularly scheduled meeting for discussion and possible action. The entity shall inform the Privacy Advisory Commission of the need for the funds or equipment, or shall otherwise justify the action the entity intends to take. The Privacy Advisory Commission may vote its approval to proceed, object to the proposal, recommend that the entity modify its proposal, or take no action. Failure by the Privacy Advisory Commission to act shall not prohibit the entity from proceeding. Opposition to the action by the Privacy Advisory Commission shall not prohibit the entity from proceeding. The City entity is still bound by subsection (2) regardless of the action taken by the Privacy Advisory Commission under this subsection.

- 2) A City entity must obtain City Council approval, subsequent to a mandatory, properly-noticed, germane, public hearing prior to any of the following:
 - a) Accepting state or federal funds or in-kind or other donations;

- b) Acquiring new surveillance technology, including but not limited to procuring such technology without the exchange of monies or consideration;
 - c) Using new surveillance technology, or using existing surveillance technology for a purpose, in a manner or in a location not previously approved by the City Council; or
 - d) Entering into an agreement with a non-City entity to acquire, share or otherwise use surveillance technology or the information it provides
- 3) A City entity must obtain City Council approval of a Surveillance Use Policy prior to engaging in any of the activities described in subsection (2)(a)-(d).

OAKLAND CITY COUNCIL

City Attorney

RESOLUTION No. _____ C.M.S.

RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR OR DESIGNEE TO NEGOTIATE, FINALIZE AND EXECUTE A NON-EXCLUSIVE AGREEMENT WITH STREETLINE INC. FOR A SMART PARKING SYSTEM AT NO DIRECT COST TO THE CITY FOR A TERM OF THREE YEARS

WHEREAS, the Downtown Oakland Parking Management Report recommends that the City improve the management of City-owned parking supply by, among other things, improving parking monitoring and enforcement with integrated “smart” meters, off-street parking Access and Revenue Control Systems, and license plate recognition (LPR) systems; evaluating emerging parking occupancy sensor technologies (in-ground and/or on-meter) and consider deploying them if and when current reliability, accuracy and cost problems are overcome; and developing real-time wayfinding systems; and

WHEREAS, Streetline Inc. has developed a smart parking system that promises to deliver consumer facing parking applications and parking management information; and

WHEREAS, parking management systems are rapidly evolving: smart meters, vehicle detection systems, machine learning, smart phone applications, wireless networks and other components are converging to create increasingly sophisticated “smart parking” systems; and

WHEREAS, business models and public-private partnerships are evolving to support those systems; and

WHEREAS, Streetline Inc. is proposing to invest in the installation and operation of a smart parking system in Oakland in the amount of approximately one million dollars in infrastructure and nearly half a million in operating costs over a three-year period to bring its smart parking solution to as many as fifteen hundred city blocks, with no direct cost to the City; and

WHEREAS, Staff is requesting authorization to negotiate and enter into a non-exclusive agreement with Streetline that would commit the City to certain responsibilities like the following proposed by Streetline:

- Securing all required permissions and permits granting installation permission to Streetline at no cost to Streetline
- Arranging for street closures and applicable sign postings
- Arranging for continuous power for gateway(s) through an acceptable source (120 or 240v, 50 or 60 Hz) at a location (or locations) in accordance with Network Plan
- Cooperating with Streetline in establishing metrics and providing necessary benchmark data for Streetline’s Executive Summary report
- Using best efforts to notify Streetline 10 business days prior to scheduled road paving or slurring activity of areas with sensors

- Promptly notifying Streetline of any power interruption to gateways or removal of repeaters or gateways by Customer’s maintenance crews
- Establishing a plan for active marketing, advertising and promotion of the Smart Parking system and the Parker App with the goal of achieving 10,000 local downloads of the Parker App
- To the extent available, providing anonymized LPR /ALPR data to Streetline
- To the extent available, providing machine readable policy information to Streetline
- To the extent available, providing real-time and historical payment information for parking; and

WHEREAS, Oakland Public Works and Information Technology staff have reviewed the Streetline proposal and assessed the technical merits and possible obstacles of the installation and operation of the system; and

WHEREAS, City staff agree that the design of the Streetline system has merit and that the technical obstacles to installing and operating the system are manageable; and

WHEREAS, in exchange and consideration for its installation and operation of the smart parking system, Streetline is proposing that it have the right to use the data that its system generates for its own commercial uses; and

WHEREAS, those uses and other aspects of Streetline’s proposal ~~are subject to the~~ have been reviewed of by the City’s ~~newly formed~~ Privacy Advisory Commission, which ~~may prescribe allowable uses of data~~ resulted in substantial changes to that proposal; and

WHEREAS, the implementation of this pilot project will be closely aligned with and support the MTC-funded Parking and Mobility Management Initiative; and

WHEREAS, Streetline Inc. has shared its proposal with Oakland community groups including Business Improvement Districts; and

WHEREAS, the City Council finds that the services provided pursuant to the agreement authorized hereunder are of a professional, scientific, or technical nature and are temporary in nature; and

WHEREAS, the City Council finds that this contract shall not result in the loss of employment or salary by any person having permanent status in the competitive service; now, therefore, be it

RESOLVED: That the Council hereby authorizes the City Administrator or Designee to negotiate, finalize and execute an agreement with Streetline Inc. for a term of three years the installation, operation, maintenance and, if necessary, removal of its smart parking system at no direct cost to the City; and be it

FURTHER RESOLVED: That said agreement may include permissions granted to Streetline, such as the temporary encumbrance and obstruction of the right-of-way, and obligate the City in ways that require no cash outlays to Streetline, such as providing ~~anonymized~~ data and supporting Streetline’s marketing efforts; and be it

FURTHER RESOLVED: That any such data provided by the City to Streetline be free of any identifying information; and be it

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FURTHER RESOLVED: That staff return to the Privacy Advisory Commission once a year for the three-year duration of the pilot program to present results and incorporate those results and the Commission's comments into an informational report for Council; and be it

FURTHER RESOLVED: That the City Attorney shall review and approve the proposed contract as to form and legality, and copies of the agreement(s) shall be filed with the Office of the City Clerk without returning to Council.

IN COUNCIL, OAKLAND, CALIFORNIA, _____

PASSED BY THE FOLLOWING VOTE:

AYES - BROOKS, CAMPBELL WASHINGTON, GALLO, GUILLEN, KALB, KAPLAN, REID and PRESIDENT GIBSON MCELHANEY

NOES -

ABSENT -

ABSTENTION -

ATTEST: _____

LaTonda Simmons
City Clerk and Clerk of the Council
of the City of Oakland, California

City of Oakland

Privacy Advisory Commission

Surveillance Technology Assessment Questionnaire (STAQ)

Document Overview

The primary purpose of this document is to create a framework for collecting the information necessary to make an informed recommendation regarding contemplated surveillance technology equipment and their use. In addition, this document is intended to instill consistency, objectivity, and transparency in the assessment process. It is expected that this framework will be augmented and improved with each evaluation of surveillance technology by the Privacy Advisory Commission (PAC).

Pursuant to the Surveillance Equipment Ordinance, a City entity or department seeking approval of such equipment acquisition or use shall complete this Surveillance Technology Assessment Questionnaire (STAQ), and incorporate the information into the required Surveillance Impact Report (SIR) pertaining to the acquisition or use. All categories may not be applicable to every technology. The table below provides a cross reference between the SIR and STAQ to facilitate completion of the SIR by the City entities.

SIR Section	STAQ Section
a. Description	1. Technology Solution Overview
b. Purpose	1. Technology Solution Overview
c. Location	4. Location(s) of Deployment and Data Storage
d. Impact	5. Protecting Civil Rights and Liberties
e. Data Sources	2. Surveillance Technology Detail
f. Data Security	3. Authorized Users
g. Fiscal Cost	6. Initial and On-going Costs of Technology
h. Third Party Dependence	2. Surveillance Technology Detail
i. Alternatives	1. Technology Solution Overview
j. Track Record	1. Technology Solution Overview

Questionnaire

Question	Response	Supporting Documentation
1	Why: Technology Solution Overview	
1.1	What is the function of the technology as described by the manufacturer?	Anonymously measures occupancy of parking spaces on a block face basis. Data can be pushed to app for motorists (where is parking?), on to merchant websites (where is parking near my store?), and the city (by block, how occupied is our parking?)
1.2	What is the specific problem this equipment or use will	1) Parking is hard to find. Solution provides motorists guidance to open parking 2) Cities don't know occupancy of their parking

City of Oakland
Privacy Advisory Commission
Surveillance Technology Assessment Questionnaire (STAQ)

	resolve?	inventory. Solution enables City to measure occupancy and optimize policy and price.	
1.3	How will success be demonstrated?	<ol style="list-style-type: none"> 1) Parker App will show which blocks where motorist has a 90%+ chance to find parking. 2) ParkerMap will allow Merchants to add a map with parking availability around their shop to their website. This is a free service. 3) ParkSight Analytics will show reports of parking occupancy, turn-over, and more so the city can better set price and policy to meet city goals 	
1.4	What is the success rate for this equipment or use?	Los Angeles has expanded their install 4 times since the first install in 2010. Individual parking sensors are up to 98% accurate. The hybrid solution has been trialed in San Mateo, Los Angeles and Ocala so as to deliver analytics reporting. Municipal customers have confirmed that the analytics reports are useful for policy decisions.	
1.5	What non-surveillance alternatives were considered?	None. There is no other method to determine parking occupancy that to observe the spaces. This can be done by humans with clipboards that count spaces manually or by using technology. The primary occupancy sensing technology in the Streetline platform is a magnetic based pavement sensor. The sensor determines if a large mass of metal is above it (Occupancy) or not (vacancy). There is no capability to identify individual vehicles or users with this technology.	
1.6	Why were the non-surveillance alternatives not pursued?	They do not exist. The magnetic sensors are more anonymous than humans and most other technologies for determining occupancy.	
2	What: Surveillance Technology Detail		
2.1	What equipment capabilities do you intend to use?	<ol style="list-style-type: none"> 1) One magnetic sensor per blockface will sense parking occupancy anonymously for the length of the agreement 2) Up to 10 snapshot only cameras will be used for <u>two weeks</u> to calibrate and ground truth the sensors and then cameras will be removed. Cameras can optionally be installed over parking lots if desired to 	

City of Oakland
Privacy Advisory Commission
Surveillance Technology Assessment Questionnaire (STAQ)

		<p>determine occupancy. Our camera has no license plate recognition capability.</p> <p>3) Smart phones will publish parking events (arrivals and departures) and block level location. App Terms of Use currently being reviewed for possible update from 2010 original document.</p> <p>4) Oakland may optionally submit other data that is anonymized to Streetline for correlation to parking occupancy to further enhance data coverage and quality. Examples of such optional data include: space level parking policy, space level parking payment information, LPR reads.</p> <p>5) Repeater and gateway equipment will carry data from sensor to Streetline data center for analytics processing.</p>	
2.2	What other equipment capabilities are possible?	Sensors can optionally detect pavement temperature. No other functionality is possible.	
2.3	What safeguards will be implemented to ensure that unauthorized capabilities or uses will not be implemented?	No other functions are possible. Streetline has had no unauthorized system utilization for last 6 years in installs in Los Angeles, Indianapolis, Clemson, Facebook, Apple, GM, or any of the other 3 dozen install locations.	
2.4	What information can the technology capture?	Positive or negative presence of a car	
2.5	What information can the technology store?	Sensors level nothing. Gateway can store a small amount of data for rebooting should a power outage occur. In data center, all data is retained for historical analysis and comparison of parking occupancy detection.	
2.6	How long will information be retained?	We agree to destroy pictures from cameras once the audit is confirmed to be complete. Typically this is 6 months of photo retention.	
2.7	Will the data gathered and stored be handled by a third party on an on-going basis	Parking guidance is provided to motorists over a mobile app and to authorized 3rd parties over secure API. Parking data analytics is provided to city customers. Streetline's current planned revenue model is based on licensing parking occupancy data to 3rd parties such as auto	

City of Oakland
Privacy Advisory Commission
Surveillance Technology Assessment Questionnaire (STAQ)

		makers, navigation companies and others.	
2.8	How will you ensure that data is not retained for longer than allowed?	In general, data is stored for an indefinite period of time. However, it is possible for Streetline to delete certain data in the future if required for external or internal reasons.	
3	Who: Authorized Users		
3.1	Who is authorized to access the technology?	The technology and the infrastructure is accessible by secure access to customers for their own data, and authorized Streetline personnel and authorized third parties for maintenance, operations, and authorized 3rd party integration of parking data.	
3.2	How are users authenticated?	<p>Product security is considered from the beginning for new product development. Streetline utilizes standard HTTP Secure Protocol (https), authentication to verify identity, and authorization to handle access rights through an ACL-based (Access Control List) security model. A central Single Sign On service and administrative UI supports user management, application and service access, and various degrees of access rights to data within an application or service. This is to ensure that customer data is secure and only accessible to the customer, authorized Streetline personnel, and authorized third parties.</p> <p>Access to Streetline technology and data is authenticated in two steps. At the network level, an authentication to our VPN (Virtual Private Network) is mandated. Once the user is authenticated to the network, then a machine level access has to be authorized through LDAP mechanism. For those authentication which passes the VPN and LDAP credentials, a secured shell access will be provided.</p>	
3.3	How is access to the technology audited?	Physical access to the datacenter is controlled by a 2-factor access card/biometric HID system. Datacenter access badges are kept in the AIMS NOC and must be signed out with proper ID.	

City of Oakland
Privacy Advisory Commission
Surveillance Technology Assessment Questionnaire (STAQ)

		<p>NOC personnel keep ID until the access badge is returned and visit is escorted. Datacenter is always monitored and accessed by 24x7 NOC personnel via camera.</p> <p>Streetline servers and application platforms are deployed beyond 2 Cisco Fault Tolerant ASA 5512 firewalls. Firewalls are configured with Cisco access list and only traffic necessary for the applications is allowed.</p>	
3.4	<p>What is the mechanism for monitoring compliance with access policies?</p>	<p>Streetline uses industry best practices for intrusion detection. We have deployed a pair of fault tolerant firewalls in the Streetline data center. There are regular checks for intrusion detection on the firewall and all Linux platforms. Systems logs are checked and audited for any intrusion detection.</p> <p>Streetline data center systems are behind the firewall and run on Linux systems, which are less prone to viruses. Frequent security threats checks are made. For our two MS windows based systems we frequently run ClamWin for detect and eradicate viruses. In addition we deploy Microsoft Security patches every month as they become available.</p> <p>We also apply In-Band monitoring services for</p> <ul style="list-style-type: none"> ● Regular review of the internal controls by operating management; ● Team meetings which allow individuals to report gaps or inefficiencies in the operations of controls; ● External entities communicate success or failure of internal controls <p>Our data center is certified with by Decosimo CPAs. We thoroughly audit procedures and physical facility security regularly. Our internal</p>	

City of Oakland
Privacy Advisory Commission
Surveillance Technology Assessment Questionnaire (STAQ)

		process does penetration testing and vulnerabilities testing.	
4	Where: Location(s) of deployment and data storage		
4.1	Where will the technology be deployed within the community?	1,500 sensors will be installed in the pavement; 1 per block face, up to 1,000 repeaters installed on poles. ~8 gateways install on poles. Neighborhoods and blocks to be monitored will be chosen by the City of Oakland parking department.	
4.2	What is the basis for selecting these locations?	Busiest areas where parking is the hardest for motorist to find will likely be the primary criteria.	
4.3	What are the crime statistics for each proposed deployment location?	We have not data and do not believe this will impact the solution.	
4.4	Where will the information be stored (on-site, remote, cloud)?	Multiple cities are co-hosted together on one server. City access to their data based on log-in credentials.	
4.5	What are the safeguards, monitors, and audits to ensure security of information at storage (at rest) and when accessed (transmission)?	The data in transit is secured by using the SSL protocol. This is a standard security technology for establishing an encrypted link between the streetline web services and the client browser. The data in storage (at rest) is protected using a two factor authentication based on VPN and LDAP.	
5	How: Protecting Civil Rights and Liberties		
5.1	Could the technology or use collect information related to race, citizenship status, gender, age, socioeconomic level, reproductive choices, or sexual orientation? If so, what safeguards are in place to limit such collection?	No. Sensor detect only presence of a car in a parking space.	
5.2	Will the technology be deployed in communities with	Deployment of technology will be in communities that have the most impacted parking demand.	

City of Oakland
Privacy Advisory Commission
Surveillance Technology Assessment Questionnaire (STAQ)

	minority residents, non-citizens, low-income residents, or any group historically vulnerable to disproportionate civil liberties violations?	We do not know where these groups reside.	
5.3	Could the technology be used on groups, public gatherings, or crowds and thus have an effect on First Amendment activities such as protests? If so, what safeguards are in place to limit this?	No. The technology provides guidance to open parking spaces. If anything, the technology will enhance citizen's ability to find parking and thus participate in events to exercise their 1 st amendment rights.	
5.4	Does the technology collect and retain information about individuals not suspected of wrongdoing? If so, how could such information impact their right to privacy?	No. The app does not have a registration feature where the user can identify themselves. The app does not gather any PII unless the user identifies themselves willfully for the purpose of submitting a product suggestion or other. Please see our 2016 Terms of Use for further details.	
6	How Much: Initial and On-going Costs of Technology		
6.1	What are the initial costs, including acquisition, infrastructure upgrades, licensing, software, training, and hiring of personnel?	Streetline pays for all hardware, installation, operations, and maintenance of the systems. Oakland pays \$0 to Streetline. Oakland costs occur from giving Streetline access for the installation, permits, and utilization of the system. Please contact Michael Ford of the City of Oakland for details.	
6.2	What are the ongoing costs, including measures to secure data and data storage?	\$0 costs to Oakland. Streetline runs and maintains the data center including its security.	
6.3	What is the funding source for the proposed acquisition	Streetline will pay for the system expenses of its own accord. Oakland will pay for any expenses out of grants	

City of Oakland
Privacy Advisory Commission
Surveillance Technology Assessment Questionnaire (STAQ)

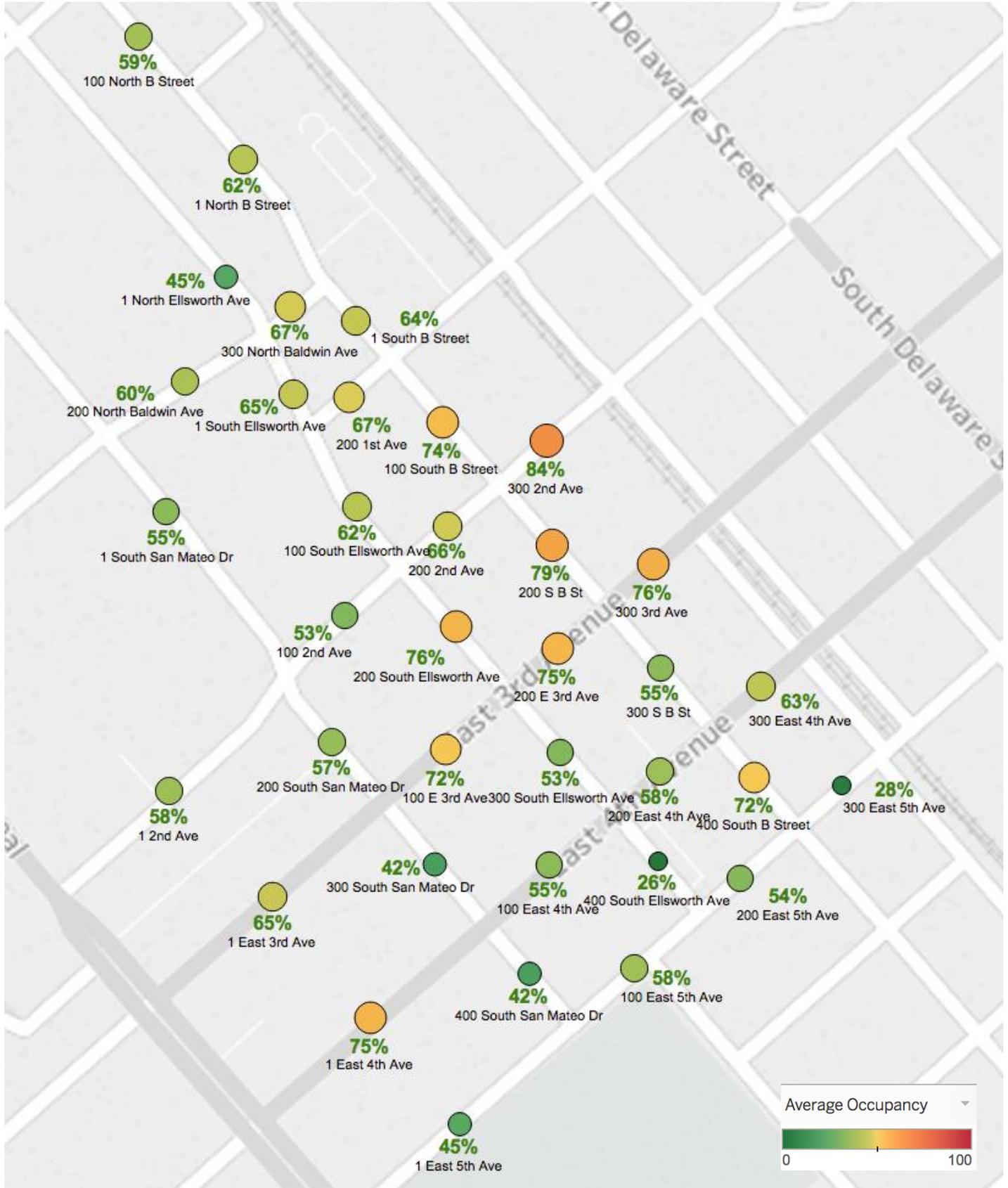
	or use?	that have been awarded. Please contact Michael Ford of the City of Oakland for details.	
6.4	Are there other tools capable of furthering the identified purpose that the community may wish to spend these funds on (e.g., community-based policing, improved lighting)?	No, we don't believe so. Please contact Michael Ford of the City of Oakland for details.	

Sample Hybrid Analytics Report

July – September 2016

Occupancy Overview: July – September 2016

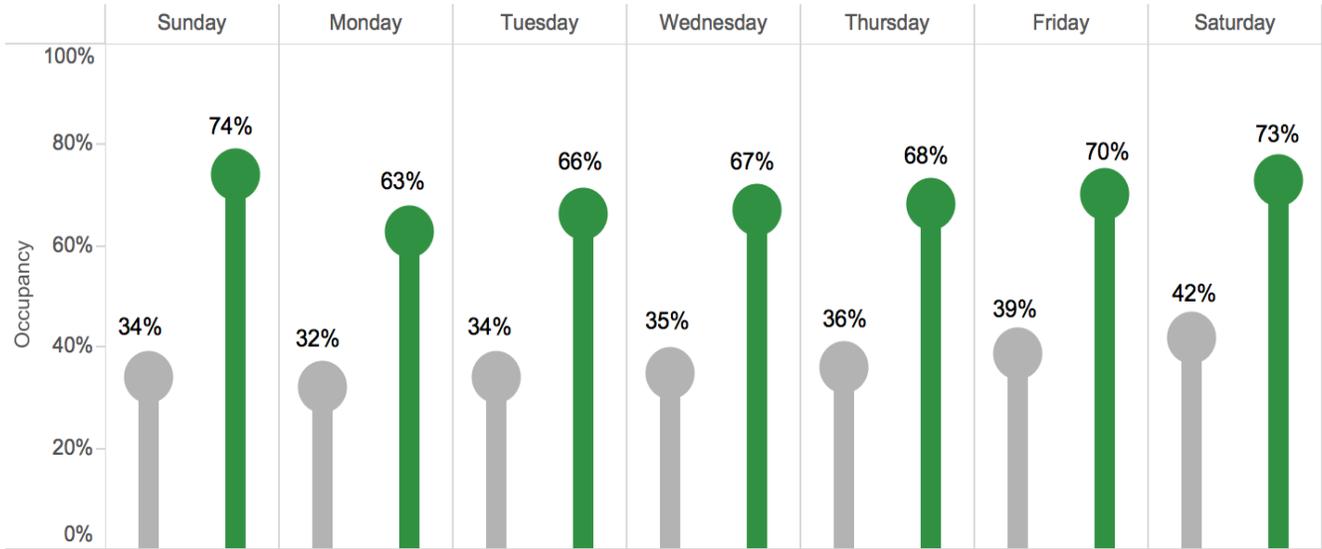
Average Occupancy By Block During Policy Hours



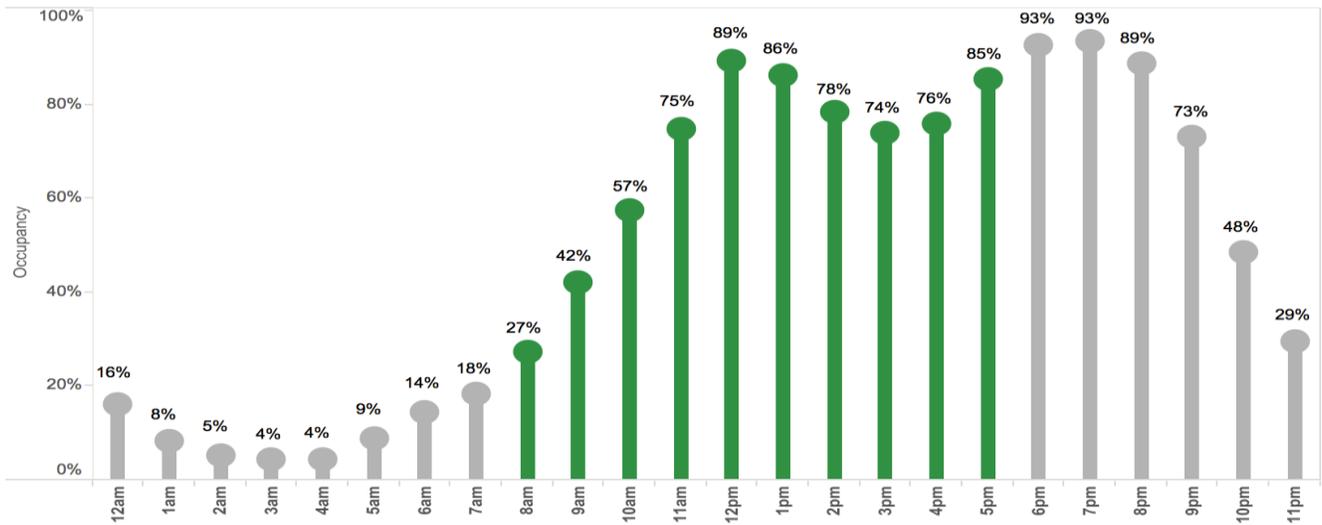
Note: (1) Policy hours represents Mon. – Sat., 8am – 6pm (2) Outside policy hours represents 12am–8am, 6pm–12am (3) Occupancy trends are based on data from July 1 – September 30, 2016.

Occupancy Trends: July – September 2016

Average Occupancy By Day of the Week



Average Occupancy By Hour



Legend
 Outside Policy Hours
 Policy Hours

Key Highlights:



Average Occupancy during policy hours is 67%.

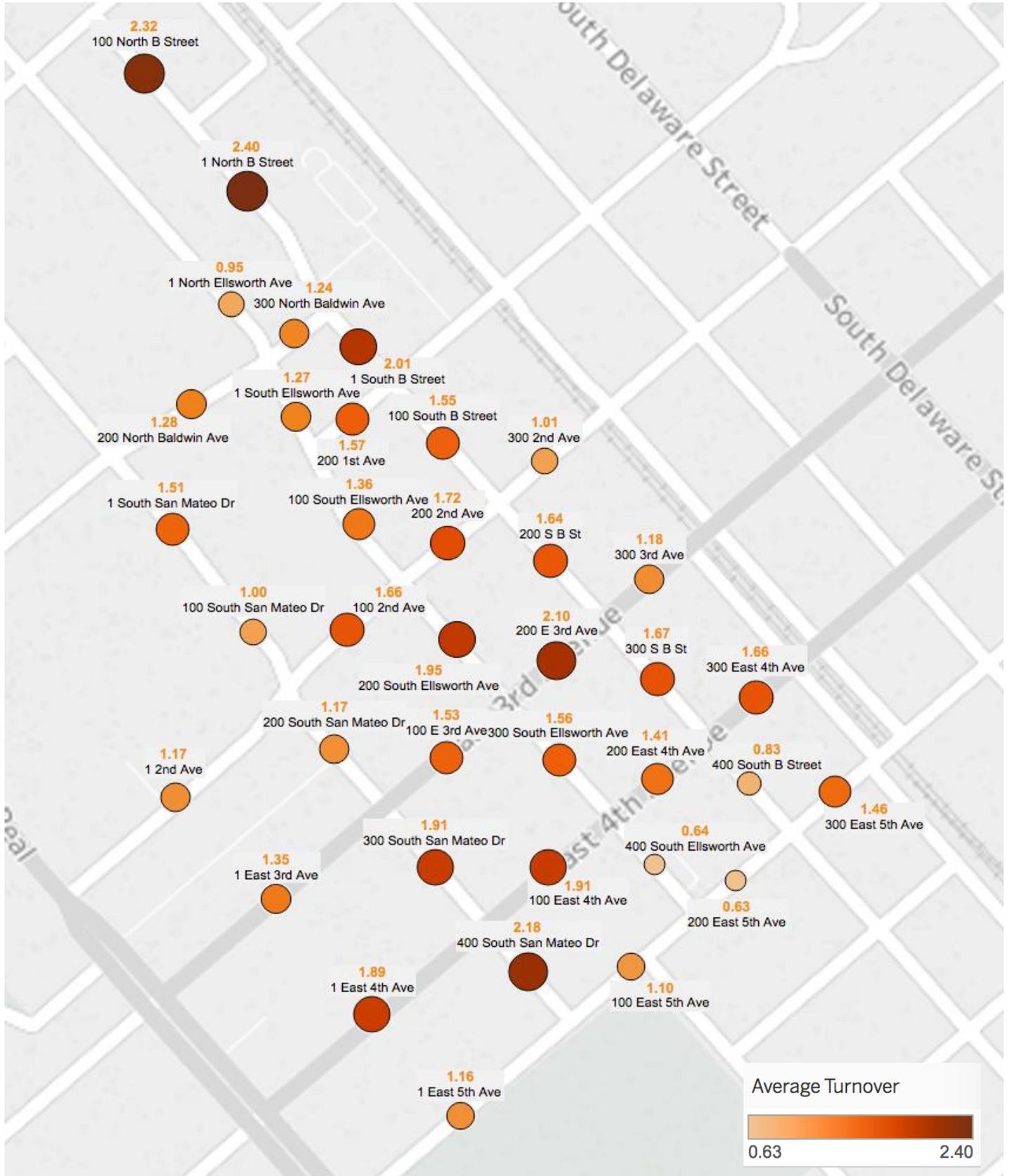


Highest Average Occupancy Hours are between 6PM - 8PM at 93%

Note: (1) Policy hours represents Mon. – Sat., 8am – 6pm (2) Outside policy hours represents 12am-8am, 6pm-12am (3) Occupancy trends are based on data from July 1 – September 30, 2016.

Turnover Overview: July – September 2016

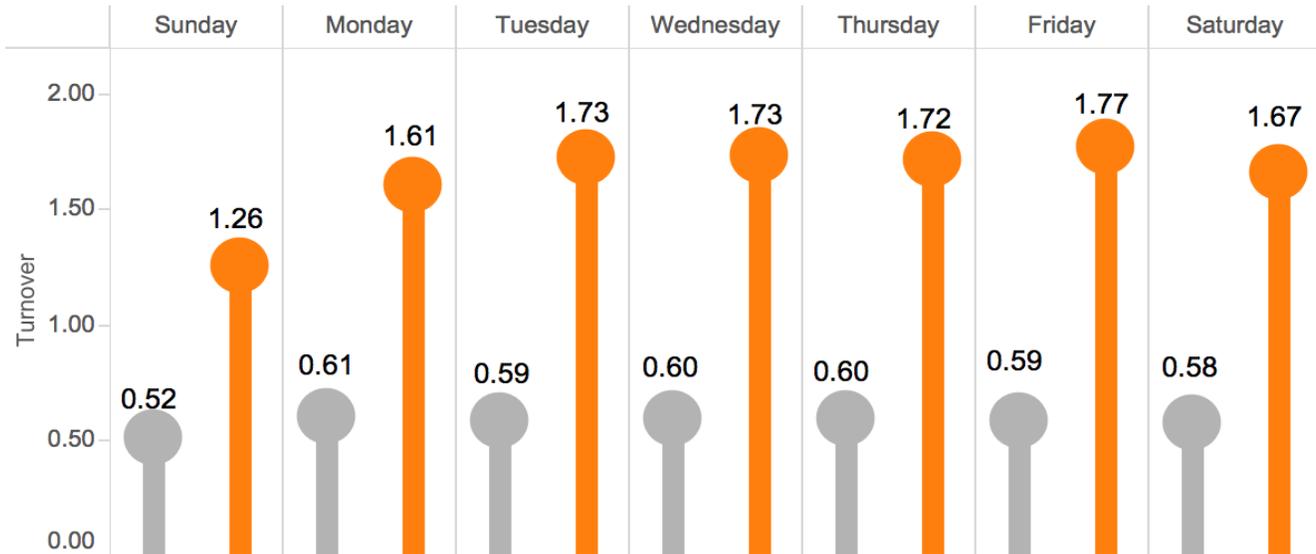
Average Turnover By Block During Policy Hours



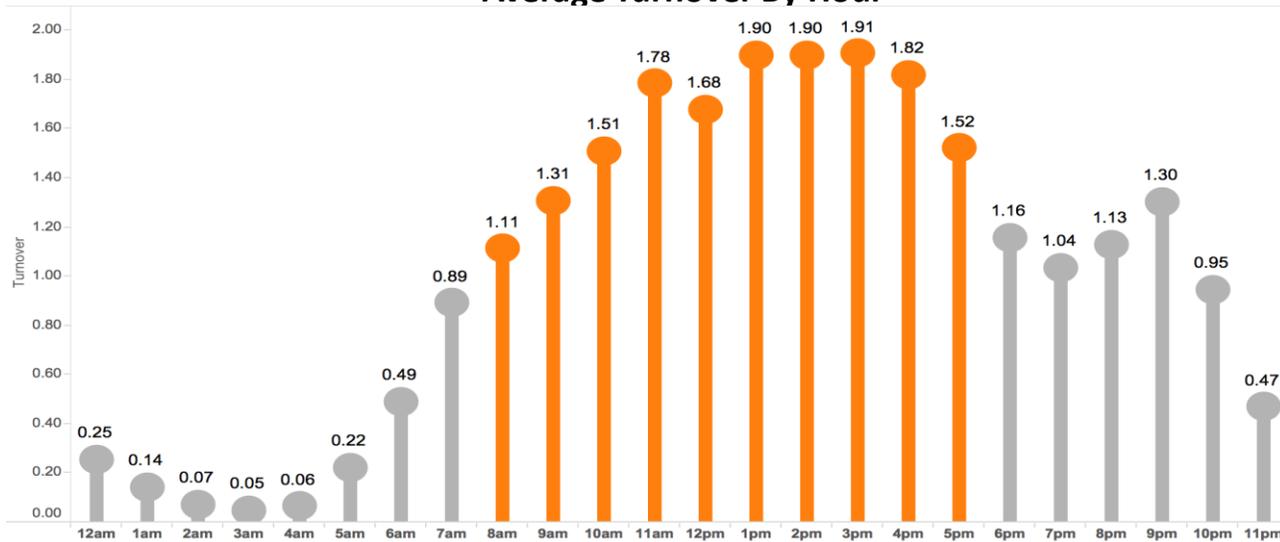
Note: (1) Policy hours represents Mon. – Sat., 8am – 6pm (2) Turnover trends are based on data from July 1 – September 30, 2016. (3) Average Turnover represents the number of cars/space/hour during policy hours

Turnover Trends: July – September 2016

Average Turnover By Day of the Week



Average Turnover By Hour



- Legend**
- Policy Hours
 - Outside Policy Hours

Key Highlights:



Average Turnover is consistently above 1.6 cars/space/hour during policy hours on Mondays - Saturdays



Highest Average Turnover Hours are between 1PM– 4PM at 1.9 cars/space/hour

Note: (1) Policy hours represents Mon. – Sat., 8am – 6pm (2) Outside policy hours represents 12am-8am, 6pm-12am (3) Turnover trends are based on data from July 1 – September 30, 2016. (4) Average Turnover represents the number of cars/space/hour during policy hours.

Appendix

Average Occupancy by Block & Hour: July – September 2016

blocks_name	12am	1am	2am	3am	4am	5am	6am	7am	8am	9am	10am	11am	12pm	1pm	2pm	3pm	4pm	5pm	6pm	7pm	8pm	9pm	10pm	11pm	
1 2nd Ave	3%	1%	1%	0%	1%	1%	3%	21%	42%	72%	77%	76%	83%	83%	76%	73%	78%	75%	85%	88%	88%	68%	43%	24%	12%
1 East 3rd Ave	12%	8%	4%	4%	4%	8%	19%	22%	42%	56%	69%	76%	87%	84%	75%	73%	79%	92%	95%	94%	90%	70%	37%	20%	
1 East 4th Ave	4%	4%	4%	3%	6%	32%	43%	49%	53%	62%	67%	78%	87%	85%	73%	65%	67%	76%	89%	86%	68%	40%	12%	5%	
1 East 5th Ave	4%	3%	2%	2%	2%	2%	3%	8%	9%	31%	39%	43%	61%	61%	44%	39%	37%	49%	65%	64%	48%	29%	17%	10%	
1 North B Street	6%	4%	3%	4%	4%	5%	8%	14%	25%	42%	71%	84%	91%	89%	84%	82%	83%	87%	92%	94%	78%	47%	24%	9%	
1 North Ellsworth Ave	18%	15%	12%	12%	12%	12%	16%	19%	31%	42%	62%	81%	78%	67%	62%	75%	77%	87%	90%	82%	49%	23%	19%		
1 South B Street	22%	17%	3%	3%	1%	4%	36%	51%	60%	71%	77%	89%	94%	91%	83%	77%	80%	93%	95%	97%	94%	71%	39%	26%	
1 South Ellsworth Ave	10%	8%	6%	6%	6%	6%	7%	8%	24%	49%	58%	72%	86%	85%	79%	76%	86%	92%	97%	96%	90%	66%	35%	19%	
1 South San Mateo Dr	12%	9%	9%	12%	12%	14%	27%	43%	63%	68%	68%	68%	65%	70%	63%	55%	51%	40%	65%	78%	63%	37%	22%	18%	
100 2nd Ave	11%	8%	7%	6%	6%	6%	6%	7%	31%	62%	68%	80%	92%	87%	76%	71%	68%	71%	94%	96%	89%	64%	37%	19%	
100 E 3rd Ave	6%	3%	2%	2%	2%	2%	2%	4%	8%	16%	34%	63%	90%	86%	74%	68%	68%	84%	94%	94%	91%	72%	38%	13%	
100 East 4th Ave	6%	4%	3%	3%	3%	3%	3%	7%	14%	22%	42%	83%	81%	61%	48%	46%	60%	89%	94%	83%	54%	22%	9%		
100 East 5th Ave	5%	3%	2%	2%	2%	2%	6%	18%	65%	65%	72%	80%	67%	62%	53%	53%	58%	71%	77%	60%	32%	19%	11%		
100 North B Street	9%	7%	7%	7%	7%	6%	7%	12%	29%	45%	61%	77%	89%	90%	84%	81%	83%	90%	91%	91%	79%	51%	26%	13%	
100 South B Street	33%	22%	15%	13%	13%	22%	41%	38%	62%	86%	91%	93%	96%	95%	93%	93%	95%	96%	97%	97%	95%	88%	67%	45%	
100 South Ellsworth Ave	21%	19%	18%	18%	18%	21%	23%	38%	67%	83%	81%	88%	93%	91%	85%	80%	81%	91%	96%	96%	93%	78%	48%	26%	
100 South San Mateo Dr	7%	6%	6%	6%	6%	6%	4%	6%	35%	66%	64%	66%	79%	80%	70%	61%	61%	56%	80%	87%	77%	56%	28%	13%	
200 1st Ave	31%	30%	27%	26%	26%	27%	34%	44%	61%	77%	85%	90%	94%	91%	88%	87%	90%	96%	97%	96%	95%	80%	56%	36%	
200 2nd Ave	23%	15%	12%	11%	11%	9%	10%	30%	52%	67%	78%	90%	94%	92%	83%	74%	81%	93%	95%	95%	93%	88%	62%	34%	
200 E 3rd Ave	18%	7%	4%	3%	4%	8%	17%	28%	43%	59%	72%	85%	93%	91%	84%	80%	83%	92%	96%	96%	95%	87%	67%	44%	
200 East 4th Ave	12%	8%	5%	5%	5%	8%	15%	21%	24%	35%	45%	52%	76%	78%	64%	58%	56%	72%	89%	93%	86%	62%	29%	15%	
200 East 5th Ave	3%	3%	3%	3%	2%	2%	2%	3%	5%	6%	17%	30%	55%	53%	44%	28%	31%	35%	51%	67%	50%	24%	12%	5%	
200 North Baldwin Ave	5%	5%	5%	4%	4%	4%	4%	6%	25%	49%	63%	69%	67%	78%	77%	74%	73%	70%	85%	85%	74%	48%	20%	11%	
200 S B St	37%	18%	8%	5%	5%	20%	25%	19%	29%	56%	76%	88%	94%	91%	87%	87%	90%	94%	96%	96%	94%	89%	79%	63%	
200 South Ellsworth Ave	37%	33%	31%	32%	33%	32%	38%	59%	63%	68%	69%	77%	91%	88%	82%	68%	70%	85%	96%	95%	93%	83%	58%	40%	
200 South San Mateo Dr	7%	4%	4%	4%	4%	3%	3%	5%	6%	28%	55%	68%	82%	81%	73%	68%	72%	76%	92%	94%	88%	67%	39%	21%	
300 2nd Ave	43%	15%	9%	8%	6%	32%	31%	11%	42%	77%	90%	94%	96%	91%	92%	92%	94%	98%	99%	96%	96%	87%	75%	65%	
300 3rd Ave	18%	11%	8%	7%	7%	7%	10%	24%	37%	63%	72%	91%	86%	80%	79%	86%	92%	97%	97%	93%	75%	54%	35%		
300 East 4th Ave	24%	23%	23%	23%	23%	23%	24%	20%	12%	23%	41%	65%	85%	80%	67%	64%	64%	81%	91%	92%	85%	65%	35%	28%	
300 East 5th Ave	1%	1%	1%	1%	1%	10%	45%	17%	35%	45%	44%	56%	74%	60%	49%	43%	41%	48%	69%	72%	50%	26%	7%	2%	
300 North Baldwin Ave	34%	16%	7%	6%	6%	6%	6%	13%	30%	61%	84%	92%	96%	93%	89%	89%	92%	95%	97%	98%	94%	78%	47%	38%	
300 S B St	13%	6%	3%	3%	3%	5%	17%	27%	26%	29%	47%	78%	93%	89%	83%	79%	82%	91%	96%	96%	93%	80%	46%	24%	
300 South Ellsworth Ave	14%	6%	4%	3%	3%	3%	7%	12%	11%	21%	36%	55%	88%	80%	71%	63%	65%	80%	96%	97%	92%	75%	57%	27%	
300 South San Mateo Dr	7%	4%	2%	2%	2%	3%	2%	7%	25%	29%	52%	69%	88%	83%	72%	64%	68%	84%	93%	94%	90%	57%	22%	13%	
400 South B Street	5%	3%	2%	2%	2%	2%	3%	8%	11%	35%	81%	92%	98%	94%	89%	88%	90%	95%	96%	94%	90%	61%	20%	8%	
400 South Ellsworth Ave	3%	3%	1%	1%	1%	1%	1%	4%	16%	22%	18%	50%	54%	39%	28%	19%	36%	65%	76%	62%	36%	16%	7%		
400 South San Mateo Dr	6%	3%	3%	3%	3%	3%	4%	10%	21%	42%	57%	75%	89%	83%	69%	66%	65%	73%	88%	88%	69%	38%	18%	7%	



Average Turnover by Block & Hour: July – September 2016

Block	12am	1am	2am	3am	4am	5am	6am	7am	8am	9am	10am	11am	12pm	1pm	2pm	3pm	4pm	5pm	6pm	7pm	8pm	9pm	10pm	11pm
1 2nd Ave	0.06	0.01	0.01	0.02	0.02	0.04	0.12	0.61	0.87	1.26	1.05	1.03	1.29	1.16	1.42	1.14	1.10	1.40	1.11	0.97	0.88	0.56	0.35	0.29
1 East 3rd Ave	0.13	0.09	0.02	0.03	0.03	0.22	0.22	0.44	0.78	1.09	1.23	1.38	1.38	1.54	1.61	1.69	1.62	1.25	1.01	0.83	0.99	0.91	0.56	0.24
1 East 4th Ave	0.03	0.02	0.00	0.01	0.11	0.43	0.77	1.65	1.73	1.71	1.99	2.04	1.89	1.84	2.15	1.94	1.78	1.84	1.48	1.11	0.93	0.85	0.25	0.03
1 East 5th Ave	0.11	0.07	0.01	0.01	0.02	0.01	0.04	0.36	0.51	0.88	0.99	1.32	1.42	1.44	1.24	1.27	1.17	1.37	1.32	1.08	0.73	0.47	0.38	0.15
1 North B Street	0.12	0.04	0.03	0.02	0.02	0.16	0.34	0.54	0.98	1.74	2.30	2.54	2.63	2.36	2.80	3.05	3.07	2.68	1.79	1.31	1.20	0.56	0.35	0.14
1 North Ellsworth Ave	0.07	0.03	0.02	0.01	0.01	0.05	0.29	0.40	0.69	0.76	0.87	1.09	1.16	1.23	0.93	1.12	0.80	0.91	0.96	0.82	0.71	0.53	0.31	0.14
1 South B Street	0.86	1.28	0.33	0.20	0.07	0.36	2.18	4.16	3.53	2.33	1.63	1.77	1.75	1.83	1.75	2.01	1.80	1.43	1.54	1.08	1.42	1.40	0.99	0.65
1 South Ellsworth Ave	0.09	0.05	0.01	0.00	0.01	0.02	0.09	0.40	0.84	1.11	1.18	1.54	1.58	1.64	1.44	1.46	1.15	1.00	0.85	0.82	0.84	0.73	0.37	0.25
1 South San Mateo Dr	0.13	0.10	0.10	0.15	0.23	0.26	0.46	1.50	1.58	1.55	1.61	1.75	1.67	1.23	1.25	1.25	1.70	1.49	0.99	0.75	0.63	0.50	0.20	0.16
100 2nd Ave	0.12	0.03	0.04	0.01	0.02	0.00	0.05	0.23	0.91	1.50	1.67	1.84	1.55	1.78	2.21	1.83	1.72	1.60	0.92	0.88	0.92	0.81	0.43	0.21
100 E 3rd Ave	0.08	0.04	0.03	0.03	0.03	0.03	0.10	0.31	0.46	0.67	1.07	1.75	1.71	1.98	1.98	2.01	1.98	1.75	1.12	1.08	1.25	1.51	1.10	0.29
100 East 4th Ave	0.16	0.12	0.14	0.06	0.09	0.15	0.21	0.32	0.62	1.11	1.62	2.19	2.14	2.30	2.14	2.44	2.37	2.28	1.81	1.63	1.54	1.24	0.67	0.37
100 East 5th Ave	0.11	0.07	0.05	0.01	0.03	0.02	0.23	0.19	0.68	0.65	0.88	0.95	1.17	1.52	1.38	1.25	1.21	1.32	1.05	1.01	0.71	0.59	0.41	0.26
100 North B Street	0.13	0.03	0.00	0.00	0.01	0.05	0.09	0.38	1.25	2.12	2.56	2.73	2.31	2.37	2.42	2.58	2.84	2.03	1.73	1.56	1.45	0.71	0.56	0.38
100 South B Street	0.43	0.23	0.17	0.01	0.08	0.27	0.64	1.25	2.11	1.78	1.45	1.42	1.33	1.54	1.84	1.85	1.36	1.01	0.76	0.80	1.16	1.49	1.48	0.79
100 South Ellsworth Ave	0.09	0.06	0.01	0.01	0.01	0.05	0.34	0.72	1.01	1.15	1.49	1.50	1.29	1.74	1.62	1.46	1.39	1.00	0.65	0.61	0.53	0.69	0.52	0.21
100 South San Mateo Dr	0.08	0.02	0.01	0.02	0.01	0.02	0.15	0.50	1.01	1.05	0.81	1.12	1.01	1.18	0.89	1.01	0.88	1.10	1.09	0.94	0.65	0.56	0.24	0.14
200 1st Ave	0.22	0.13	0.05	0.03	0.00	0.19	0.17	0.81	1.35	1.58	1.41	1.50	1.58	1.82	1.81	1.87	1.68	1.18	1.00	0.83	0.96	1.14	0.60	0.42
200 2nd Ave	0.22	0.11	0.06	0.05	0.08	0.16	0.13	0.74	1.09	1.37	1.73	1.69	1.87	1.93	2.38	2.06	1.74	1.47	1.03	0.76	1.07	1.33	1.05	0.50
200 E 3rd Ave	0.35	0.12	0.08	0.07	0.10	0.58	1.39	2.25	2.54	2.37	2.16	2.10	1.90	2.05	2.16	2.15	2.01	1.54	1.16	1.00	1.17	1.54	1.27	0.82
200 East 4th Ave	0.12	0.10	0.03	0.04	0.03	0.13	0.28	0.40	0.47	0.61	1.08	1.46	1.70	1.62	1.66	1.90	1.62	1.98	1.46	1.38	1.41	1.31	0.60	0.19
200 East 5th Ave	0.01	0.02	0.00	0.00	0.00	0.00	0.00	0.02	0.03	0.16	0.38	0.62	1.05	1.05</										

Proposed version

Privacy Policy

This Privacy Policy explains how Streetline, Inc. (“*Streetline*,” “*we*,” “*us*”) collects, uses and discloses various types of information obtained through our Parker application (the “*App*”). This Policy does not address our practices regarding information that we collect through any website, or by any other means, other than through the App. By installing, accessing or using the App, you agree to the terms and conditions of this Policy. If you do not agree to the terms and conditions of this Policy, please do not use the App.

1. What Types of Information Does Streetline Collect From its Users?

Streetline generally collects three type of information:

- a. “*Non-PII*,” which means aggregated information, demographic information and any other information that does not reveal a person’s specific identity. Non-PII includes information that we collect about how you have used the App, such as the time and duration of your use of the App, the pages and data you have reviewed, and the manner in which you have sorted or organized that data.

When you use the App, we and our third-party service providers will collect Non-PII, generally from any of the following sources: server log files; environmental variables; cookies; pixel tags and other tracking

technologies; and information that you voluntarily provide to us. We may aggregate Non-PII to allow us to, for example, calculate the percentage of our users who use certain features of the App.

- b. An “*IP Address*,” which is an Internet Protocol address, which is a number that is assigned to the network that you are using to access the Internet via your Internet-connected mobile device or mobile telephone (such mobile device or mobile telephone, a “*Mobile Device*”).

Your IP Address is logged automatically in our server log files when you use particular portions of the App, along with the time(s) of such use and the page(s) on or within the App that you visit. Collecting IP addresses is standard practice on the Internet and is done automatically by many online services. We do not associate IP Addresses with other information that could be used to personally identify you.

- c. “*Physical and Route Location*,” which means the physical location and route data collected through your use of the App.

We may collect Physical and Route Location information, using, for example, satellite and cell phone tower signals. We do not associate Physical and Route Location information with other information that could be used to personally identify you.

Physical and Route Location is only associated with a unique identifier that is generated by the App. That unique identifier is not associated with information that that could be used to personally identify you. The unique

identifier is not permanent, and we discard it and generate a new one on a periodic basis. It is also discarded whenever you delete your instance of the App.

2. How Does Streetline Use Information Collected From its Users?

We may use information that we collect to:

- Provide services to you
- Operate those services for you and others
- Modify and improve those services
- Create additional services that may be of interest to you
- Provide support to you
- Create aggregate, statistical or anonymous data that cannot be used to identify you
- Enforce our Terms of Use
- Contact you if necessary
- Comply with applicable law
- Comply with subpoenas and other legal obligations
- Achieve the purposes that we may disclose to you in connection with obtaining your consent

More specifically:

Non-PII. Because Non-PII does not personally identify you, we may use Non-PII for any appropriate purpose. In addition, we reserve the right to share Non-PII with third parties for any appropriate purpose. Aggregated, statistical or anonymous data that does not personally identify you is Non-PII.

IP Addresses. We use IP Addresses for such purposes as

calculating the App usage levels, helping diagnose problems with the App system and/or network, and operating and administering the App. If a third party collects your IP Address in connection with its use of the App, we are not responsible or liable for it.

Physical Location and Route Data. We use your physical location to dynamically provide location-based services and content (*e.g.*, information regarding local available parking spots). In some instances, you may be permitted to allow or deny these uses, but if you choose to deny these uses, we may not be able to provide you with the applicable personalized services and content. In any event, we do not associate your physical location or route data with information that identifies you.

3. With Whom Does Streetline Share Information Collected From its Users?

We may share information that we collect with our affiliates, service providers, and business partners in order to provide the App's services to you. This may include service providers who provide hosting services, data analysis, data storage, etc. We may also share information with the survivor of any merger, acquisition or other transactions in which we are involved, provided that the survivor agrees to the terms of this Policy as it applies to your information.

We may also share information with others to the extent required by law or legal proceedings, to resolve disputes, to prevent imminent personal injury or damage to property, and to police misuse of the App or breaches of the Terms of Use.

4. Other Important Notices Regarding Our Privacy Practices.

Aggregation. We create and use aggregate, statistical or anonymous information to provide services to you and others, to operate the App, to improve the quality of the App, to create new services, and to perform other internal, commercial or statistical operation in connection with the App. Aggregate, statistical or anonymous information cannot be used to re-identify you.

Security. We seek to have security measures and tools, such as firewalls, in place to help protect against the loss, misuse and alteration of information under our control. Unfortunately, no data transmission over the Internet or data storage system can be guaranteed to be 100% secure. As a result, although we strive to protect all information, we cannot ensure or warrant the security of any information you transmit to us through or in connection with the App or that is stored by us. You acknowledge and agree that any information you transmit through the App or upload for storage in connection with the App is at your own risk.

Jurisdictional Issues. We operate from the United States, and do not intend to subject ourselves to the laws or jurisdiction of any state, country or territory other than that of the United States. We make no statement that the App, or any part thereof, is appropriate or available for use in any particular jurisdiction.

Use of the App by Children. The App is not directed to children under the age of thirteen (13).

Contacting Us. If you have any questions regarding this Policy, please contact us by e-mail at parker@streetline.com. Please note that e-mail communications will not necessarily be secure; accordingly, you should not include sensitive information in your e-mail correspondence with us.

Circumstances under which you may elect to supply additional information to us. If you choose to contact us for support and/or choose to use an optional feature (e.g., sharing your parking location on social networks), you may be required to enter additional information that either identifies you (e.g., your name) or information that could be used to identify you (e.g., your email address) (collectively, “Personally Identifiable Information” or “PII”). Whenever the additional information includes PII, we will explain how we will use any PII that you submit and with whom we will share it, and we will ask for your consent. If you do not give your consent, we will not accept the additional information, in which case you may not be able to obtain the support you are requesting or to receive the benefit of the optional feature.

Changes. We will periodically update this Policy to, for example, address improved or additional services. In each case, we will notify you of the update and give you the choice of accepting or declining the update. If you decline, some or all of the functionality of the App may no longer be available to you.~~reserve the right to change this Policy at any time. You can determine when this Policy was last revised by referring to the “LAST UPDATED” legend at the top of this page. Any changes to our Policy will become effective upon our posting or otherwise making it available to you, except that any change to this Policy that relates to our collection, use or sharing of information that can be used to identify~~

~~you will only become effective on the earlier of (i) seven (7) days after we have posted it in the App or (ii) the time at which you consent to the change. Upon the expiration of those seven (7) days, if you have not given your consent, you will no longer be able to use the App unless and until you give your consent. Until you give your consent, the Policy before the change will continue to apply to you.~~

Terms of Use

Please read this Terms of Use (the “*Agreement*”) carefully. Your use of the App constitutes your agreement to the Agreement. Except as provided otherwise by us in this Agreement or on the App, your use of the App is governed by the Agreement. The Agreement is between you and Streetline.

1. *Acceptance of Terms.* The App is made available by us subject to this Agreement. We reserve the right to change this Agreement without prior notice. You can determine when this Agreement was last revised by referring to the “LAST UPDATED” legend at the top of this Agreement. We reserve the right at any time to modify or discontinue the App, with or without notice. Your continued use of the App after such changes will indicate your acceptance of such changes. You agree that we shall not be liable to you or to any third party for any modification or discontinuance of the App, in whole or in part, or of any content, feature or product offered through the App. We reserve the right to terminate your use of the App, either for the entire App or on a more limited basis, at any time for any reason or for no reason.

2. *Software License Grant.* Subject to the terms and conditions of this Agreement, we hereby agree to permit you, on a non-exclusive, revocable, non-transferable, non-sublicensable, limited basis, to (a) install the App on an Internet-connected mobile device or mobile telephone (such mobile device or mobile telephone, a “Mobile Device”) that is in your possession and control and (b) use the App as installed on such Mobile Device; provided that your installation and use of the App are solely (i) for your personal use and for non-commercial purposes; and (ii) in accordance with each of the restrictions and limitations set forth in this Agreement. If you fail to comply with any of the terms or conditions set forth in this Agreement, this Agreement (including the grant of permission to use the App hereunder) will automatically terminate, whereupon you

will immediately (y) cease using the App; and (z) remove (i.e., uninstall and delete) the App from your Mobile Device. You are solely responsible for any violation of any applicable laws that results from your failure to abide by the terms of this Agreement. Without limiting the foregoing, you shall not (i) rent, lease, timeshare, license, distribute, sublicense or otherwise transfer the App; (ii) make copies of the App or any portion thereof (except as necessary to install and use the App in accordance with this Agreement); (iii) modify, translate, reverse engineer, decompile or disassemble the App; (iv) create derivative works of or from the App; (v) incorporate the App or any information or data that you receive in connection with your use of the App into any product or service; (vi) use the App or any information or data that you receive in connection with your use of the App for commercial purposes; (vii) print or copy any information or data that you receive in connection with your use of the App; and (viii) remove, alter or obscure any copyright, trademark, trade name or other proprietary notices, legends, symbols or labels that appear in the App. No rights are granted to you other than as expressly set forth herein.

3. *Disclaimer and Limitation of Liability.* The App and any content or services made available through or in connection with the App are provided to you “as is” with no representations or warranties of any kind, whether express, implied or statutory. You agree that you must evaluate, and bear all risks associated with any reliance on, the accuracy, completeness and/or usefulness of any materials available through the App, including without limitation information relating to the location, availability and pricing of parking spots. You further agree that any and all applicable parking notices, meters and related information should be consulted by you to verify any materials made available through the App. The connection and usage charges associated with your use of

the App (*e.g.*, including periodic transmission of your location information) is your exclusive responsibility and will be at your sole expense. They will be determined by the agreement between you and your communication service provider and not by this Agreement. We will not be liable for any indirect, incidental, consequential, special, exemplary or punitive damages of any kind in connection with the App, nor for any damages for loss of profits, loss or interruption of business, loss or use, loss of data, or loss of other intangibles. Your sole and exclusive remedy for dissatisfaction with the App and for any and all expenses, damages or claims that may arise based on the App or your use of the App will be to stop using the App. You are solely responsible for driving and parking safely and carefully, and in compliance with all applicable laws. The use of the App while driving or parking may cause a distraction and may be prohibited under applicable law. You agree to use the App in a safe manner that complies with all applicable laws; we are neither responsible nor liable for uses of the App that are unsafe or not in compliance with applicable laws. If necessary, please pull over in a safe and legal manner when using the App, and remain aware of your surroundings at all times. Your use of the App is at your sole risk. Location data may not be accurate.

4. *Our Proprietary Rights; Indemnity.* We and our respective licensors and suppliers own the App and the information and materials made available through the App. Such information and materials may be protected by copyright, trademark, patent and/or other proprietary rights and laws. Our trade names, trademarks and service marks include, without limitation, “Streetline”, “Parker” and any associated trade names, trademarks, service marks and logos. All trademarks and service marks on the App not owned by us are the property of their respective owners. You may not use our trade names, trademarks and service marks in connection with any

product or service that is not ours, or in any manner that is likely to cause confusion. Nothing contained on the App should be construed as granting any license or right to use any trade names, trademarks or service marks without express prior written consent of the owner. Subject to applicable law, you agree to defend, indemnify and hold harmless us and our employees, officers, directors and agents from and against all claims, damages, expenses, losses and liabilities that arise as a result of your violation of this Agreement, use of your instance of the App by others, and/or your use of the App (including those of third parties). This indemnity is intended to cover all expenses, payments, loss, loss of profits or any other damage, direct or indirect, monetary or non-monetary, incurred by us, our employees, officers, directors or agents as a result of your violation of this Agreement, use of your instance of the App by others, and/or your use of the App (including those of third parties), including but not limited to legal expenses and attorney fees.

5. *Governing Law; Jurisdiction; Termination.* You hereby agree that this Agreement (and any claim or dispute arising in connection with this Agreement or your installation or use of the App) is governed by and shall be construed in accordance with the laws of the State of California, U.S.A., without regard to its principles of conflicts of law, and you consent to the exclusive jurisdiction of the federal and state courts located in San Francisco, California, U.S.A., and waive any jurisdictional, venue or inconvenient forum objections thereto. We may, at any time and for any reason, terminate your access to or use of the App.