

**LICENSING AGREEMENT FOR
USE OF REALTIME SNAPSHOT IMAGES OF
TRAFFIC MONITORING CAMERAS BETWEEN
LAKE COUNTY DIVISION OF TRANSPORTATION
AND
VIZZION ENTERPRISES, INC.**

THIS AGREEMENT is entered into this _____ day of _____, A.D. 20____, by and between the LAKE COUNTY DIVISION OF TRANSPORTATION, operating by and through its County Engineer (hereinafter the DIVISION), and the VIZZION ENTERPRISES, INC., a BRITISH COLUMBIA, CANADA corporation, whose principal place of business is 305-197 FORESTER STREET, NORTH VANCOUVER, BC (hereinafter the COMPANY). The DIVISION and the COMPANY are hereinafter referred to collectively as the “parties” to THIS AGREEMENT, and either one is referred to individually as a “party” to THIS AGREEMENT.

WITNESSETH

WHEREAS, the DIVISION has undertaken the development and implementation of an Advanced Traffic Management System (ATMS) in order to improve the efficiency of motor vehicle traffic throughout Lake County, and Lake County “PASSAGE” is the County’s ATMS, employing a fiber optic network interconnecting traffic signals, cameras and network equipment along county highways, state roads and toll roads. Images and traffic signal data is collected and sent to the DIVISION’s Transportation Management Center (TMC) by way of this network; and

WHEREAS, in the interest of public service, the DIVISION and the COMPANY desire to provide the general public with similar information to improve regional mobility; and,

WHEREAS, the DIVISION desires by way of THIS AGREEMENT to establish terms and conditions for the licensing of real-time snapshot images of traffic conditions in the COUNTY; and,

WHEREAS, the COMPANY has expressed a desire to use the DIVISION’s closed-circuit television (CCTV) camera snapshot images of real-time traffic conditions in the County that will be provided on the COMPANY’s platform; and,

NOW, THEREFORE, in consideration of the mutual promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

**SECTION I.
Recitals/Headings**

1. It is mutually agreed by and between the parties hereto that the foregoing preambles are hereby incorporated herein as though fully set forth.
2. It is mutually agreed by and between the parties hereto that the “headings” as contained in THIS AGREEMENT are for reference only, and the actual written provisions, paragraphs and words of THIS AGREEMENT shall control.

SECTION II. General License Provisions

1. It is mutually agreed by and between the parties hereto to cooperate in the establishment of an information service using the closed-circuit television snapshot to provide real-time snapshot images of traffic conditions (hereinafter DATA) in the County for the benefit of first responders and the general public.
2. It is mutually agreed by and between the parties hereto that said DATA service will include approximately four hundred and fifty (450) DIVISION traffic monitoring cameras.
3. It is further mutually agreed by and between the parties that any additional traffic cameras added to the DIVISION feed are subject to all parts of the agreement herein.
4. It is mutually agreed by and between the parties here to that the camera views and camera angles of the DIVISION closed circuit television cameras that produce the DIVISION’s DATA shall be determined by the DIVISION in its sole discretion.
5. It is mutually agreed by and between the parties hereto that the DIVISION will provide the DATA as-is and will not make any changes to processes, procedures, and/or policies to accommodate the COMPANY.

SECTION III. License Grant

1. The DIVISION shall provide to the COMPANY, a royalty-free, non-exclusive license to access the DATA via the DIVISION’s Application Programming Interface (API) for inclusion into the COMPANY’s network for use by the COMPANY subject to the terms herein.
2. The DATA shall be used solely for providing real time snapshot images of traffic conditions to improve regional mobility. Any other use without the DIVISION’s express written consent is strictly prohibited.
3. The COMPANY shall provide and maintain, at its own expense, all equipment and software necessary for interfacing of the COMPANY’s hardware and software with the DIVISION’s API.

4. The COMPANY shall not manipulate, modify, or change the DATA in any way, nor shall the COMPANY use the DATA for any purpose other than for the purposes set forth in THIS AGREEMENT.
5. The COMPANY shall use reasonable efforts to ensure that any use of the DATA by the COMPANY shall conspicuously name the DIVISION as the source of the DATA.
6. The COMPANY shall direct all customer comments, complaints or suggestions about the DATA service to COMPANY's customer service staff. The COMPANY shall provide the DIVISION with periodic feedback on the public's response to the DATA service.
7. The COMPANY shall not share direct access to the DIVISION's API with anyone outside of the COMPANY.
8. The COMPANY, in accordance with the Freedom of Information Act (FOIA) policy, is not allowed to archive or store images in any manner beyond the current set of snapshots.
9. The COMPANY shall automatically purge any record of DIVISION images from their system when they are replaced with the latest set of images.
10. The DATA may be included by the COMPANY within the COMPANY's platform.
11. The COMPANY's platform shall not consist solely of DIVISION DATA.
12. The COMPANY shall not, separate from the COMPANY's platform, distribute the DATA to any third party without written consent from the DIVISION.
13. The COMPANY shall not, separate from the COMPANY's platform, charge any monetary value in exchange for DIVISION DATA to any 3rd party.
14. The COMPANY shall notify the DIVISION of any changes in their business model regarding monetary compensation for the COMPANY use of images.
15. It is mutually agreed by and between the parties hereto that any DIVISION DATA are owned by the DIVISION and distributed "free of charge" to the public. Therefore, they cannot be used in exchange for any value.

SECTION IV. Term and Termination

1. This Agreement may be terminated without cause by either Party upon 30 days written notice. The remedies provided herein shall survive termination of this agreement.

SECTION V.
General Provisions

1. It is mutually agreed by and between the parties hereto that nothing contained in THIS AGREEMENT is intended or shall be construed as, in any manner or form, creating or establishing a relationship of co-partners between the parties hereto, or as constituting the COMPANY (including its duly appointed officials, employees and agents), the agent, representative or employee of the COMPANY for any purpose or in any manner, whatsoever. The COMPANY is to be and shall remain independent of the COUNTY with respect to all services performed under THIS AGREEMENT.
2. It is mutually agreed by and between the parties hereto that THIS AGREEMENT shall not be construed, in any manner or form, to limit the power or authority of the COUNTY or the COUNTY's County Engineer to maintain, operate, improve, construct, reconstruct, repair, manage, widen or expand COUNTY Highways as may be best determined, as provided by law.
3. It is mutually agreed by and between the parties hereto that each party warrants and represents to the other party and agrees that: (1) THIS AGREEMENT is executed by duly authorized agents or officers of such party and that all such agents and officers have executed the same in accordance with the lawful authority vested in them, pursuant to all applicable and substantive requirements; (2) THIS AGREEMENT is binding and valid and will be specifically enforceable against each party; and (3) THIS AGREEMENT does not violate any presently existing provision of law nor any applicable order, writ, injunction or decree of any court or government department, commission, board, bureau, agency or instrumentality applicable to such party.
4. It is mutually agreed by and between the parties hereto that THIS AGREEMENT shall be deemed to take effect on January 1, 2022, provided the duly authorized agents of the parties hereto duly execute THIS AGREEMENT by affixing their signatures prior to January 1, 2022. In the event the date that the last authorized agent of the parties hereto affixes his/her signature to THIS AGREEMENT is subsequent to January 1, 2022, the effective date of THIS AGREEMENT shall then be the date that the last authorized agent of the parties hereto affixes his/her signature.
5. It is mutually agreeable by and between the parties hereto, that THIS AGREEMENT shall be interpreted under, and governed by, the laws of the State of Illinois, without regard to conflicts of laws principles. Any claim, suit, action, or proceeding brought in connection with this Agreement shall be in the Circuit Court of Lake County and each Party hereby irrevocably consents to the personal and subject matter jurisdiction of such court and waives any claim that such court does not constitute a convenient and appropriate venue for such claims, suits, actions, or proceedings.
6. It is mutually agreed by and between the parties hereto that the provisions of THIS AGREEMENT are severable. If any provision, paragraph, section, subdivision, clause,

phrase or word of THIS AGREEMENT is for any reason held to be contrary to law, or contrary to any rule or regulation having the force and effect of law, such decision shall not affect the remaining portions of THIS AGREEMENT.

7. It is mutually agreed by and between the parties hereto that the agreement of the parties hereto is contained herein, and that THIS AGREEMENT supersedes all oral agreements and negotiations between the parties hereto relating to the subject matter hereof.
8. It is mutually agreed by and between the parties hereto that any alterations, amendments, deletions or waivers of any provision of THIS AGREEMENT shall be valid only when expressed in writing and duly executed by the parties hereto.
9. THIS AGREEMENT shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns. No party hereto may assign, transfer, sell, grant, convey, deed, cede or otherwise give over, in any manner or form, any of its duties, obligations and/or responsibilities as heretofore set forth in THIS AGREEMENT without first obtaining the expressed written consent and permission of the COUNTY, except as provided for in THIS AGREEMENT.
10. THIS AGREEMENT may be executed in multiple identical counterparts, and all of said counterparts shall, individually and taken together, constitute THIS AGREEMENT.

COMPANY

Name: Brian Jones

Signature: _____

Date: December 22, 2021

LAKE COUNTY

RECOMMENDED FOR EXECUTION

Shane E. Schneider, P.E.
Director of Transportation /County Engineer
Lake County

COUNTY OF LAKE

ATTEST:

County Clerk

By: _____
Chair
Lake County Board

Date: _____