

CAMINO REAL REGIONAL MOBILITY AUTHORITY BOARD RESOLUTION

WHEREAS, the El Paso Metropolitan Planning Organization (EPMPO) has approved funding for the development of the Metropia Synergy Solution Project (Metropia Project), which intends to alleviate traffic through the use of traffic prediction and routing for system users in the El Paso area; and

WHEREAS, the EPMPO, as the regional planning agency, has requested the Camino Real Regional Mobility Authority (CRRMA) to serve as the implementing agency for the Metropia Project and the CRRMA is interested in all aspects of improving the transportation system in and around the El Paso area, including traffic mitigation through innovative traffic management approaches; and

WHEREAS, the CRRMA desires to engage Metropia Inc. for the development and implementation of the Metropia Synergy Solution Project and the parties therefore desire to enter into an agreement to establish the roles and responsibilities of each party.

NOW, THEREFORE, BE IT RESOLVED BY THE CAMINO REAL REGIONAL MOBILITY AUTHORITY:

THAT the CRRMA's Executive Director is authorized to execute the Metropia Synergy Solution Project Agreement with Metropia, Inc.

PASSED AND APPROVED THIS 11TH DAY OF MAY, 2016.

**CAMINO REAL REGIONAL
MOBILITY AUTHORITY**

Susan A. Melendez, Chair

ATTEST:

Joe R. Fernandez, Board Secretary

APPROVED AS TO CONTENT:

Raymond L. Telles
Executive Director

**METROPIA SYNERGY SOLUTION PROJECT AGREEMENT
TERMS AND CONDITIONS**

METROPIA SYNERGY SOLUTION PROJECT AGREEMENT

This Agreement (the “Agreement”) is by and between the **Camino Real Regional Mobility Authority** (“Authority”) and **Metropia, Inc.**, a Delaware corporation, having a place of business at 1790 E River Rd. Ste 140, Tucson, Arizona 85718 (“Metropia”).

EFFECTIVE DATE AND TERM

The Effective Date of this Agreement is the ____ day of _____, 2016. This Agreement terminates on the date 24 months from the Notice to Proceed from the Authority (the “Termination Date”), unless terminated earlier under applicable provisions of this Agreement.

TERMS AND CONDITIONS

The detailed Terms and Conditions of this Agreement are set forth on the following pages of this Agreement and Exhibits A and B, which are attached to this Agreement.

SERVICES PROVIDED BY CONSULTANT

Metropia agrees to provide Authority with consulting, software, and other services described in the Scope, as set forth herein, as authorized by a federally-funded project relating to collecting data, alleviating traffic congestion, and managing traffic operations for the El Paso metropolitan region.

CONSULTANT COMPENSATION

Authority agrees to pay Metropia for work performed under the Scope and the Work Authorizations issued under this Agreement as provided in Article Four of the Terms and Conditions. Total payments to Metropia under this Agreement shall not exceed One Million Seven Hundred Ninety-One Thousand Dollars (\$1,791,000.00).

IN WITNESS WHEREOF, Authority and Metropia have each caused this Agreement to be signed and delivered on the Effective Date.

METROPIA, INC.

**CAMINO REAL REGIONAL
MOBILITY AUTHORITY**

By: _____

By: _____

Name: Yi-Chang Chiu
Title: President

Name: Raymond Telles
Title: Executive Director

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RECITALS

A. Authority is a political subdivision of the State of Texas and is statutorily authorized to pursue the development of transportation projects.

B. The Authority desires to minimize the adverse impact of new construction activity throughout the El Paso region and improve traffic congestion and reliability of travel on I-10, US-54, LP 375, and other affected roadways and areas such as ports of entries within the El Paso Metropolitan Planning Organization boundary.

C. Metropia employs staff with experience in managing and supporting information technology, including computer hardware and software installation, strategic planning and project implementation for technology infrastructure, user-level training and help-desk support, and technical support for information technology.

D. Metropia has developed software and smartphone apps designed to provide information intended to reduce traffic congestion in the El Paso urban area by providing drivers who use the Metropia smartphone app with information and/or incentives to reroute or schedule a planned trip on major urban highways to a less congested route or time.

E. The Metropia Synergy Solution Project provides an opportunity to Metropia to implement, test, and refine its software to demonstrate its benefits in addressing traffic congestion within El Paso's urban corridors during I-10 west construction of CD lanes and other major projects throughout the city. The El Paso Metropolitan Planning Organization (EPMPO) approved the Metropia Synergy Solution and funding required for its implementation and the Federal Highway Administration subsequently approved the use of such federal funds. EPMPO has requested the Authority to serve as the implementing agency for the Metropia Synergy Solution

ARTICLE ONE: DEFINITIONS AND TERMS

1.1 Definitions. For purposes of this Agreement, the following terms are defined as set forth in this Section 1.1:

FAA means that certain "Financial Assistance Agreement" between the State of Texas acting by and through the Texas Department of Transportation (TxDOT) and the Authority, concerning the project identified as the Metropia Synergy Solution Project.

Agreement means this Project Agreement, as it may be renewed, extended, restated, amended, or supplemented from time to time.

Cause means Metropia's material default of its duties under this Agreement.

Metropia Synergy Solution Project means the Metropia Synergy Solution Project identified and defined herein.

Person means any individual, corporation, partnership, joint venture, limited liability company, government or agency of government, or other recognized legal entity.

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Rights means legal and equitable rights, remedies, powers, privileges, and benefits.

Services means the services to be provided by Metropia to Authority as set forth in Section 2.2 of this Agreement.

1.2 Number and Gender of Words. Whenever in this Agreement the singular number is used, the same shall include the plural where appropriate and *vice versa*, and words of any gender shall include each other gender where appropriate.

ARTICLE TWO: CREATION AND NATURE OF RELATIONSHIP

2.1 Engagement. Upon the terms and subject to the conditions contained in this Agreement, Authority engages Metropia to provide the Services described below to Authority. Metropia accepts such engagement and agrees to provide the Services upon the terms and subject to the conditions established by this Agreement.

2.2 Metropia's Services. Metropia is engaged by Authority to conduct a federally-funded project described as "Metropia Synergy Solution Project" for the El Paso area. Scope of Work," generally described in the document attached as Exhibit A (the "Work Plan"), as specifically set forth in Work Authorizations in the form attached hereto as Exhibit B (collectively, the "Scope"). The project under this Agreement will consist of Metropia's development of a Metropia smartphone app (the "App") in the application of an incentive-based Active Traffic and Mobility Management System engineered by Metropia for use as a method to mitigate traffic congestion for the duration of the Metropia Synergy Solution Project.

General tasks and services to be provided by Metropia to implement the scope are identified in the following phases and shall be further detailed in the Scope as set forth in Work Authorizations issued under this Agreement. The specific tasks and services to be performed by Metropia will be detailed in one or more written Work Authorizations consistent with this Agreement, which shall be issued by the Authority after consultation with Metropia during the following phases:

Phase 1: System Deployment Planning

Phase 2: System Deployment – Initial Beta Engagement

Phase 3: System Optimization

This contract must be executed by both parties to be effective. To meet the needs, requirements, and objectives of the Authority. In order revise, defer, or delete a task identified by the Work Plan, including any changes related timing or sequence of one or more of those tasks would be requested by the Authority via a modification to the contract or scope of work as applicable to be agreed upon by both parties to be effective.

2.3 Authority's Obligations. Authority's specific tasks and responsibilities during the Project shall be to:

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- Review, negotiate, and approve Work Authorizations; and
- Review the results provided by Metropia as to Metropia's management of the Scope, and determine whether such results meet the goals of the Scope.

2.4 FAA, Federal, and State Requirements. Metropia and Authority acknowledge that this Agreement is subject to terms and conditions established by the FAA, and to federal and state laws and regulations governing the use of federal funds provided to fund the Scope. Metropia and Authority agree that no provision of this Agreement shall be construed or applied in a manner that is inconsistent with the FAA or applicable laws.

2.5 Metropia as Independent Contractor. Notwithstanding any collaboration between Authority and Metropia or any other circumstances, Metropia is an independent contractor of Authority. Metropia acknowledges and agrees that neither it nor any of its employees or subconsultants, if any, shall be considered an employee of Authority for any purpose. Metropia shall have no Authority to enter into any contract on behalf of or binding upon Authority, or to otherwise create any obligation on behalf of Authority. As an independent contractor, neither Metropia nor its employees or subconsultants are entitled to any insurance, pension, or other benefits customarily provided to employees of Authority. Metropia and its employees, agents, and consultants may not represent to any other person that Metropia or any employee, agent, or consultant of Metropia is employed by Authority or serves the Authority in any capacity other than as an independent contractor under this Agreement. Metropia shall clearly inform any vender, supplier, or other relevant party that Metropia has no power to bind the Authority. Nothing contained in this Agreement shall be deemed or construed to create a partnership or joint venture, to create the relationship of employer-employee or principal-agent, or to otherwise create any liability for Authority whatsoever with respect to the liabilities, obligations, or acts of Metropia, its employees, agents, consultants, or any other person. Metropia shall notify Authority no later than five days after contracting with any consultant who will provide services to Metropia under this Agreement.

ARTICLE THREE: TERM AND TERMINATION

3.1 Term. Notwithstanding the date on which it is executed by Authority and Metropia, this Agreement is effective on and as of the Effective Date. It shall remain in effect until the Termination Date, unless earlier terminated in accordance with Section 3.2.

3.2 Termination of this Agreement. This Agreement may be terminated as follows:

a. Termination by Mutual Consent. Authority and Metropia may terminate this Agreement at any time by written mutual consent executed by an authorized representative of Authority and Metropia.

b. Termination by Authority Without Cause. Authority may terminate this Agreement at any time by giving written notice of termination to Metropia not less than 60 days prior to the date of termination.

c. Termination by Authority With Cause. Authority may terminate this Agreement at any time for Cause by giving written notice to Metropia identifying the Cause and, if the default is curable, the action required to cure the default. After receiving notice of the default and

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of the Authority's intent to terminate under this subsection (c), this Agreement will terminate if Metropia fails to cure the default no later than 30 days after receipt of that notice.

d. Termination by Metropia With Cause. Metropia may terminate this Agreement at any time upon material breach of this Agreement by Authority, including without limitation Authority's failure to pay any amounts when due, by giving written notice to Authority identifying the material breach and, if the material breach is curable, the action required to cure the default. After receiving notice of the default and of Metropia's intent to terminate under this subsection, this Agreement shall terminate if Authority fails to cure the default no later than 30 days after receipt of that notice.

e. Payment on Termination. Upon receipt of any notice of termination, Metropia shall cease performing work and shall refrain from incurring any additional expenses, unless otherwise expressly permitted by such notice. On the effective date of a termination under this Section 3.2, Metropia will be paid all then earned and unpaid compensation due to Metropia under this Agreement, including previously invoiced but unpaid amounts for authorized work previously performed and any uninvoiced amounts for authorized work completed as of the effective date of the termination (which may be based on the percentage of completion of the applicable tasks specified in the outstanding Work Authorization(s)).

ARTICLE FOUR: COMPENSATION AND EXPENSES

4.1 Compensation for Services.

a. The Authority shall compensate Metropia generally in accordance with the budget spreadsheet attached to this Agreement. However, the Authority shall not be required to authorize all of the tasks and expenditures contemplated in Exhibit A, and the Authority shall not be required to authorize any tasks or expenditures that are not approved for funding by the federal government under the FAA, regardless of whether such tasks or expenditures are contemplated or set forth in Exhibit A.

b. The compensation paid to Metropia is inclusive of all expenses it incurs for its employees, consultants, contractors, operations, travel, and all other expenses incurred by Metropia in connection with providing the Services under this Agreement; and further includes all fees for any data or software license granted by Metropia to the Authority (as shall be set forth in a license agreement to be entered into in connection with a Work Authorization, if any, that involves the license of any Metropia software, data, or both to the Authority). The compensation specified in Exhibit A includes the fee for co-branding of the App, if any, in connection with the project (i.e., including the CRRMA logo within the App), if and when such co-branding is approved by the Authority. Any such co-branding shall be subject to mutually agreed upon license and other terms to be specified in the applicable Work Authorization or separate agreement referenced in the applicable Work Authorization. For clarity, Metropia shall refrain from any use of the Authority's branding or trademarks in connection with the App other than pursuant to the applicable terms of a written license from the Authority.

The Authority and Metropia shall establish the payment schedule for Services to be provided under this project, subject to the provisions of this Article 4. The payment schedule will be based on the percentage of completion of a particular task or set of tasks. No later than 60

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days after the date the Authority receives an invoice for Services provided by Metropia and all required supporting documentation from Metropia, if any, as specified in the Work Authorization, Authority shall pay the undisputed portion of the invoice and, if applicable, provide written notice of the reason for nonpayment of any unpaid amount billed under the invoice.

4.2 Maximum Compensation. Notwithstanding any other provision of this Agreement, the total amount of compensation payable and expenses reimbursable (if any) to Metropia under this Agreement may not exceed \$1,791,000.00.

4.3 Expenses. Metropia shall be responsible for all out-of-pocket expenses incurred by Metropia in connection with the provision of Services under this Agreement. Expenses are part of the budgeted items and will not be paid or reimbursed separately by the Authority, unless otherwise agreed in advance of such payment or reimbursement in a writing signed by both parties.

ARTICLE FIVE: MISCELLANEOUS

5.1 Headings. The headings, captions, and arrangements used in this Agreement are for convenience only and do not limit, amplify, or modify the terms of this Agreement.

5.2 Confidential Information; Public Information Act Requirements.

a. With respect to any draft or preliminary reports, findings, or other deliverables provided to Authority under this Agreement, Metropia agrees to treat such information as confidential and will not disclose any such confidential information to a third party without the advance written approval of Authority.

b. The Authority is required to comply with the Texas Public Information Act (the "PIA"), and information provided to the Authority by Metropia may be subject to public disclosure under the PIA. Any information provided to Authority by Metropia and deemed by Metropia to be proprietary, confidential, or otherwise exempt from disclosure under the PIA (the "Metropia Information") shall be separately provided and clearly marked as such by Metropia at the time of or within a reasonable time after it is provided, but in no event after the Authority receives a request for information under the PIA for which that information may be responsive. No Metropia Information will be included within or referenced by any report, finding, or other deliverable that the Authority must provide by agreement to a third party, unless otherwise required by law. To the extent that information submitted and appropriately marked by Metropia is not subject to public disclosure under the PIA, the Authority will (a) without the prior written consent of Metropia or as otherwise provided herein, not disclose Metropia Information identified as such by Metropia to any person or entity except on a "need to know" basis and to persons who have signed a non-disclosure agreement or have other legal or fiduciary obligations maintain the confidentiality of that information; (b) not use Metropia Information except in connection with performing its obligations or exercising its Rights under this Agreement; and (c) exercise due care in protecting the Metropia Information from unauthorized use or disclosure. The Authority will notify Metropia if a request for public information is received that may require the Authority to disclose in its response information that Metropia has marked as proprietary, confidential, or otherwise exempt from disclosure under the PIA. The Authority may

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disclose the Metropia Information to the Texas Attorney General in accordance with the requirements of the Texas Public Information Act. The Authority does not have and does not assume any obligation under law or this Agreement to assert or argue on Metropia's behalf that any information provided to the Authority is exempt from disclosure otherwise required under the PIA.

5.3 Communications. Any notice, demand, or other communication required or permitted hereunder, or which either Authority or Metropia (the "parties," or a "party") may desire to give, shall be in writing and shall be deemed to have been given on the sooner to occur of (i) receipt by the party to whom the notice is hand-delivered, with a written receipt of notice provided by the receiving party, or (ii) two days after deposit in a regularly maintained express mail receptacle of the United States Postal Service, postage prepaid, or registered or certified mail, return receipt requested, express mail delivery, addressed to such party at the respective addresses set forth below, or such other address as each party may from time to time designate by written notice to the others as herein required.

Until changed by notice pursuant hereto, the address and telephone number for each party is as follows:

If to Authority: Camino Real Regional Mobility Authority (CRRMA)

300 N. Campbell, 2nd Floor
El Paso, Texas 79901
Attn: Executive Director
(915) 212-1072 Telephone

If to Metropia: Metropia, Inc.
1790 E River Rd. Ste 140
Tucson, AZ 85718
Attn: Yamei Chang
_____ Telephone

5.4 Survival. The following sections will survive termination of this Agreement: Sections 3.2.e., 5.2, 5.3, 5.4, 5.5, 5.6, 5.7, 5.8, and Sections 5.10 through 5.19.

5.5 Governing Law. This Agreement is being executed and delivered, and it is intended to be performed, in the State of Texas. The laws of the State of Texas shall govern the Rights and duties of the parties and the validity, construction, enforcement, and interpretation of this Agreement.

5.6 Dispute Resolution. If a dispute between the parties arises under this Agreement, the parties agree to mediate this dispute using a mediator that is mutually acceptable to the parties. Any charge or fees for mediation shall be paid by the parties in equal portions. All communications within the scope of the mediation shall remain confidential as described in Texas Civil Practice and Remedies Code, Section 154.073, unless both parties agree in writing to waive confidentiality. Either party may pursue available legal remedies only if mediation does not fully resolve the dispute, provided however that (i) such commitment to mediation shall not apply if mediation is not successfully concluded and a settlement reached within thirty (30) days

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of written notice of a dispute and request for mediation and (ii) either party may seek injunctive relief in a court of jurisdiction at any time without first resorting to mediation.

5.7 Venue. The parties agree that the exclusive venue for any lawsuit arising out of or relating to this Agreement will be in El Paso County, Texas and waive any objection to personal jurisdiction with respect thereto.

5.8 Invalid Provisions. If any provision of this Agreement is held to be illegal, invalid, or unenforceable, such provision shall be fully severable; this Agreement shall be construed and enforced as if such provision had never comprised a part hereof; and the remaining provisions shall remain in full force and effect and shall not be affected by such provision or by its severance. Furthermore, in lieu of such provision there shall be added automatically a provision as similar in terms to such illegal, invalid, or unenforceable provision as may be possible and be legal, valid, and enforceable.

5.9 Insurance. Metropia shall carry the following insurance policies:

a. Workers' Compensation Insurance. Coverage with a limit of not less than \$500,000, in accordance with the laws of the State of Texas and employer's liability.

b. Comprehensive General Liability Insurance. With limits not less than \$1,000,000 for bodily injury, including those resulting in death, and \$1,000,000 for property damage on account of any one occurrence, with an aggregate limit of \$1,000,000.

c. Comprehensive Automobile Liability Insurance. Applying to owned, non-owned, and hired automobiles in an amount not less than \$1,000,000 for bodily injury, including death, to any one person, and \$1,000,000 on account on any one occurrence, and \$1,000,000 for property damage on account of any one occurrence. This policy shall not contain any limitation with respect to a radius of operation for any vehicle covered and shall not exclude from the coverage of the policy any vehicle to be used in connection with the performance of Metropia's obligations under this Agreement.

d. Professional liability insurance. Professional liability insurance for all activities of Metropia arising out of or in connection with this Agreement in an amount not less than \$1,000,000.00 combined single limit for each occurrence.

e. General Terms For All Insurance. Metropia shall promptly, upon execution of this Agreement, furnish certificates of insurance to the Authority indicating compliance with the requirements of this section. Certificates shall indicate the name of the insured, the name of the insurance company, the name of the agency/agent, the policy number, the term of coverage, and the limits of coverage as required herein.

All policies are to be written through companies (a) licensed to transact that class of insurance in the State of Texas; and (b) rated by A. M. Best Company as "A-X" or better (or the equivalent rating by another nationally recognized rating service).

Insurance required by this section shall be maintained in full force and effect while this Agreement is in effect. The insurance carrier shall include in each insurance policy required by

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this section the following statement: “This policy will not be canceled or materially changed during the period of coverage without at least 20 days prior written notice addressed to the Camino Real Regional Mobility Authority, 300 N. Campbell, 2nd Floor, El Paso, Texas 79901, Attn: Executive Director.”

5.10 AUTHORITY INDEMNIFIED.

a. METROPIA SHALL DEFEND AND HOLD HARMLESS THE AUTHORITY AND ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AND CONSULTANTS (THE “INDEMNIFIED PARTIES”) FROM ANY DAMAGES, COSTS, AND EXPENSES (INCLUDING ATTORNEYS’ FEES) RESULTING FROM THIRD PARTY CLAIMS, CAUSES OF ACTIONS AND SUITS (“CLAIMS”) ARISING FROM (I) METROPIA’S WILLFUL MISCONDUCT OR GROSS NEGLIGENCE WITH RESPECT TO METROPIA’S PERFORMANCE OF THE SERVICES; OR (II) METROPIA’S INFRINGEMENT OR MISAPPROPRIATION OF THE PATENT, COPYRIGHT, TRADEMARK, TRADE SECRET, OR OTHER INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY, EXCEPT TO THE EXTENT THAT SUCH INFRINGEMENT OR MISAPPROPRIATION WOULD NOT HAVE OCCURRED EXCEPT FOR (1) MODIFICATION OF THE REPORTS, WORK PRODUCT, DATA, SOFTWARE OR OTHER DELIVERABLES (“MATERIALS”) BY OR ON BEHALF OF AN INDEMNIFIED PARTY, (2) THE USE OF THE MATERIALS IN COMBINATION WITH ANY PLATFORM, PRODUCT, NETWORK, OR DATA NOT CONTEMPLATED BY THE DOCUMENTATION OR OTHER MATERIALS RELATED TO THE TECHNOLOGY, OR (3) IF APPLICABLE, AN INDEMNIFIED PARTY’S USE OF CONTENT IN A MANNER CONTRARY TO METROPIA’S REASONABLE INSTRUCTIONS THAT ARE CONSISTENT WITH APPLICABLE LAW. SUCH OBLIGATION SHALL APPLY REGARDLESS OF WHETHER SUCH CLAIM OR LIABILITY IS BASED IN CONTRACT, TORT OR STRICT LIABILITY. THE INDEMNIFIED PARTY SHALL GIVE METROPIA PROMPT WRITTEN NOTICE OF THE CLAIM, GRANT METROPIA FULL AND COMPLETE CONTROL OVER THE DEFENSE OF THE CLAIM, PROVIDE ASSISTANCE IN CONNECTION WITH THE DEFENSE AND SETTLEMENT OF THE CLAIM AS METROPIA MAY REASONABLY REQUEST (SUBJECT TO THE INDEMNIFIED PARTY’S RIGHT TO APPROVE ANY SETTLEMENT, WHICH APPROVAL SHALL NOT BE UNREASONABLY WITHHELD), AND COMPLY WITH ANY SETTLEMENT OR COURT ORDER MADE IN CONNECTION WITH THE CLAIM (E.G., RELATING TO THE FUTURE USE OF ANY SOFTWARE).

c. IF ANY INDEMNIFIED PARTY IS/ARE FOUND TO BE PARTIALLY AT FAULT, METROPIA SHALL, NEVERTHELESS, INDEMNIFY THE INDEMNIFIED PARTY FROM AND AGAINST THE PERCENTAGE OF FAULT ATTRIBUTABLE TO METROPIA, ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SUBCONSULTANTS, AND CONSULTANTS, OR TO THEIR CONDUCT.

5.11 WARRANTIES AND DISCLAIMER

a. Mutual Warranties. Each party represents and warrants to the other that: (i) this Agreement has been duly executed and delivered and constitutes a valid and binding agreement

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enforceable against such party in accordance with its terms; (ii) no authorization or approval from any third party is required in connection with such party's execution, delivery, or performance of this Agreement; and (iii) the execution, delivery, and performance of this Agreement does not violate the laws of any jurisdiction or the terms or conditions of any other agreement to which it is a party or by which it is otherwise bound.

b. Disclaimer. EXCEPT FOR THE EXPRESS REPRESENTATIONS AND WARRANTIES STATED IN THIS AGREEMENT, METROPIA MAKES NO ADDITIONAL REPRESENTATION OR WARRANTY OF ANY KIND WHETHER EXPRESS, IMPLIED (EITHER IN FACT OR BY OPERATION OF LAW), OR STATUTORY, AS TO ANY MATTER WHATSOEVER. METROPIA EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUALITY, ACCURACY, TITLE, AND NON-INFRINGEMENT. METROPIA DOES NOT WARRANT THAT ANY DELIVERABLES ARE ERROR-FREE OR THAT OPERATION OF THE DELIVERABLES WILL BE SECURE OR UNINTERRUPTED. FOR CLARITY, THE DISCLAIMERS SET FORTH IN THE PRECEDING THREE SENTENCES SHALL NOT LIMIT METROPIA'S INDEMNIFICATION OBLIGATIONS SET FORTH IN SECTION 5.10 OF THIS AGREEMENT.

5.12 LIMITATIONS OF LIABILITY

a. Disclaimer of Consequential Damages. NEITHER PARTY WILL, UNDER ANY CIRCUMSTANCES, BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL, OR EXEMPLARY DAMAGES ARISING OUT OF OR RELATED TO THE TRANSACTION CONTEMPLATED UNDER THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO LOST PROFITS OR LOSS OF BUSINESS, EVEN IF A PARTY IS APPRISED OF THE LIKELIHOOD OF SUCH DAMAGES OCCURRING.

b. Cap on Liability. UNDER NO CIRCUMSTANCES WILL EITHER PARTY'S TOTAL AGGREGATE LIABILITY OF ALL KINDS ARISING OUT OF OR RELATED TO THIS AGREEMENT, REGARDLESS OF THE FORUM AND REGARDLESS OF WHETHER ANY ACTION OR CLAIM IS BASED ON CONTRACT, TORT, OR OTHERWISE, EXCEED THE TOTAL AMOUNT PAID BY THE AUTHORITY TO METROPIA UNDER THE APPLICABLE WORK AUTHORIZATION UNDER WHICH SUCH LIABILITY AROSE (DETERMINED AS OF THE DATE OF ANY FINAL JUDGMENT IN AN ACTION).

c. Exceptions. THE LIMITATIONS SET FORTH IN THE PRECEDING SECTIONS 5.12a and 5.12b SHALL NOT APPLY TO (i) METROPIA'S INDEMNIFICATION OBLIGATIONS SET FORTH IN SECTION 5.10 OF THIS AGREEMENT OR (ii) EITHER PARTY'S BREACH OF THE CONFIDENTIALITY OBLIGATIONS SET FORTH IN SECTION 5.2 OF THIS AGREEMENT.

d. Independent Allocations of Risk. EACH PROVISION OF THIS AGREEMENT THAT PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTIES, OR EXCLUSION OF DAMAGES IS TO ALLOCATE THE RISKS OF THIS AGREEMENT BETWEEN THE PARTIES. THIS ALLOCATION IS REFLECTED IN THE PRICING AND OTHER TERMS OF THIS AGREEMENT AND IS AN ESSENTIAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN THE PARTIES. EACH OF THESE PROVISIONS IS

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SEVERABLE AND INDEPENDENT OF ALL OTHER PROVISIONS OF THIS AGREEMENT (OTHER THAN PROVISIONS SETTING FORTH THE TERMS OF THE AGREEMENT TO WHICH SUCH LIMITATIONS DO NOT APPLY). THE LIMITATIONS IN THIS SECTION 5.12 WILL APPLY NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY IN THIS AGREEMENT.

5.13 Intellectual Property. Metropia hereby grants to the Authority a perpetual, fully-paid, irrevocable right and license to use and modify any and all reports and Work Product provided to the Authority in connection with the Scope, excluding any software and data (other than data included in the reports). “Work Product” means work product specifically identified in the applicable Work Authorization as being subject to this license. For clarity, as between the parties (and subject to the express terms of any additional license that may be granted by Metropia in connection with a Work Authorization), Metropia and its licensors will own all of their worldwide rights, title and interest in and to any software and other technology and other work product developed in connection with the Test and intellectual property rights in the foregoing, including all copyrights, patents, trademarks, trade secrets and other intellectual property rights (the “Metropia IP”). The Authority acknowledges that the above license and any licenses that may be granted in connection with a Work Authorization do not constitute a transfer or sale of Metropia’s ownership rights in and to any Metropia IP. The only licenses granted to Authority by Metropia to use Metropia IP are: (i) the license granted by the first sentence of this section, and (ii) any separate license that may be expressly granted and set forth in connection with a Work Authorization.

5.14 **ENTIRETY AND AMENDMENTS. THIS AGREEMENT REPRESENTS THE FINAL AGREEMENT BETWEEN THE PARTIES WITH RESPECT TO THE SUBJECT MATTER OF THIS AGREEMENT, AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS BY THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.** This Agreement may be amended only by an instrument in writing signed by an authorized representative of the Authority and of Metropia, and supplemented only by Work Authorizations and any subsequent license agreement agreed to by the parties in accordance with the express terms hereof. No terms, provisions, or conditions of any purchase order, acknowledgement, or other business form that either party may use in connection with the transactions contemplated by this Agreement will have any effect on the rights, duties, or obligations of the parties under, or otherwise modify, this Agreement, regardless of any failure of a receiving party to object to these terms, provisions, or conditions.

5.15 Waivers. No course of dealing nor any failure or delay by a party or a director, employee, representative, or attorney of a party with respect to exercising any Rights hereunder shall operate as any waiver thereof under this Agreement. A waiver must be in writing and signed by the waiving party to be effective, and such waiver will be effective only in the specific instance and for the specific purpose for which it is given.

5.16 Signature Warranty Clause; Multiple Counterparts Digital Signatures. The signatories to this Agreement represent and warrant that they have the authority to execute this Agreement on behalf of Authority and Metropia, respectively. This Agreement shall be effective upon the date first noted above. It shall not be necessary that the signature of all persons required appear on each counterpart. All counterparts shall collectively constitute a single instrument.

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Any signature page to any counterpart may be detached from such counterpart without impairing the legal effect of the intent of the party or the signatures thereon and thereafter attached to another counterpart identical thereto except having attached to it additional signature pages. An image of the handwritten signature of any party on this Agreement evidenced and transmitted by electronic means (including without limitation email, facsimile, or similar transmission) shall be deemed effective for all purposes.

5.17 Parties Bound; Assignments. This Agreement is binding upon, and inures to the benefit of, Authority and Metropia, and their respective successors and assigns; provided that Metropia may not, without the prior written consent of Authority, assign any Rights, duties, or obligations hereunder, except that no such consent shall be required for an assignment to a successor of Metropia, and any purported assignment in violation of the foregoing shall be void and ineffective. Authority may assign any or all of its Rights and obligations under this Agreement at any time without the approval or consent of Metropia.

5.18 Use of Authority's Name and Logo. Metropia may use the name and logo of Authority for any lawful business purpose if and only to the extent that the purpose and proposed use has been specifically identified to Authority and has received the advance written approval of the Authority.

5.19. Calculation of Days. For periods of less than thirty (30) days, each reference in this Agreement to a day or days refers to a day that is not a Saturday, Sunday, or a legal holiday during which the offices of the Authority are closed. If the last day of any period described in this Agreement is a Saturday, Sunday, or legal holiday on which the offices of the Authority are closed, the period is extended to include the next day that is not a Saturday, Sunday, or legal holiday on which the offices of the Authority are closed.

[END OF AGREEMENT]

METROPIA SYNERGY SOLUTION PROJECT AGREEMENT

LIST OF EXHIBITS

Exhibit A	Work Plan
Exhibit B	Standard Modification Form

DRAFT

CAMINO REAL REGIONAL MOBILITY AUTHORITY

METROPIA SYNERGY SOLUTION PROJECT AGREEMENT

Exhibit A: Work Plan



Prepared and Submitted by:

Metropia Inc.

April 2016

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ELPASOMPO/CRRMA Review Only

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El Paso MPO / CRRMA Review Only

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El Paso MPO / CRRMA Review Only

Executive Summary

With the deployment of Metropia to the El Paso region, transportation stakeholders will be able to better manage day-to-day congestion, event management, border crossing management, new construction, and future project planning through effective traffic prediction and routing, by enabling commuters to choose departure times and/or routes, or other suitable modes in order to help reduce regional traffic congestion.

The overarching goal for this project - El Paso regional congestion management and effective transportation planning and operations that improves quality of life.

As a result of this project, not only will the Camino Real Regional Mobility Authority (CRRMA) and the El Paso MPO be able to better align with its congestion management goals and objectives, which include: improving multi-modal choices, managing congestion, improving air quality, and increasing efficiency; but they will also be able to measure that progress, as the mini-TMC will continually receive data from Metropia users for regional transportation planning and operations purposes. By working through the CRRMA, Metropia will be able to enhance partnerships between regional transportation system providers in order to create a true regional solution. Specifically, the Metropia management plan will provide recommendations for improving connectivity between modes of transportation (including multiple modes used at border crossing), enhancing border crossing operations and the regional incident management program, and identifying opportunities for relieving congestion in order to minimize the air quality impacts of congestion on the regional transportation system.

This Metropia project includes the following two major sets of deliverables:

- Phase one deliverables include (1) a robust engineering Metropia Mobile and Synergy system that is ready for a large adoption after the launch, (2) an optimized and calibrated system vis-à-vis various weather conditions for robust and accurate predictions routing, (3) a capability to enable agency and user communications for various work zone alerts, and (3) a preliminary data sharing schematics technical memo and a multi-modal partnership opportunity memo will also be included in this deliverable.
- Phase two deliverables for this phase focus on (1) the scaled and robust operations of the Metropia solution to a large audience. (2) The system performance should be improved compared to the previous phase. (3) The performance metrics chosen for this project will continue to be measured and evaluated to provide a clear assessment of the performance of the Metropia solution. (4) Specific activities with regional multimodal agencies are conducted. (5) A data sharing platform is finalized and delivered. (6) Metropia publishes congestion and mobility reports and analytics on a regular basis.

The data sharing platform is part of the Metropia Synergy, which includes: Metropia© Mobile, Metropia Dynamics®, and Metropia Business Solution to the El Paso Metropolitan Planning Organization (EPMPO) and Camino Real Regional Mobility Authority (CRRMA). Metropia Synergy is a collection of systems and interconnecting processes developed by Metropia Inc. that is capable of improving urban

mobility by considering the client's system objectives. Metropia Synergy (as shown in Figure 1) includes the following sub-systems and processes:

Metropia Mobile® is a smartphone app (Android, distributed by Google Play®, or iOS distributed by iTunes®)

Metropia Dynamics® is a server system capable of receiving real time traffic information and making necessary estimation and prediction of vehicular network traffic conditions as well as various routing, alerts and data mining activities for city traffic networks in service

Metropia Business Solution is aimed at allowing an incentive partner from commercial business sectors to participate to provide various forms of incentives to Metropia Mobile users

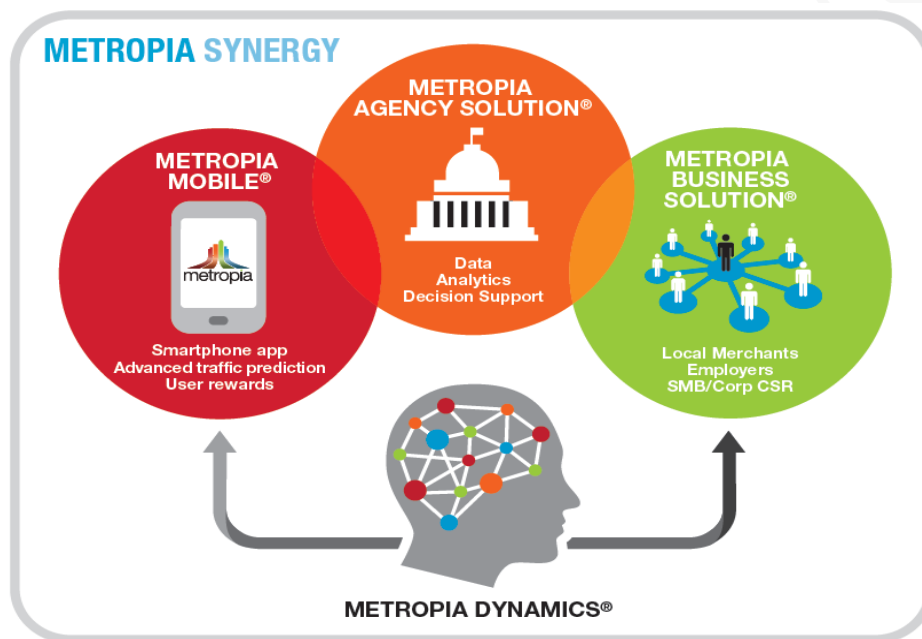


Figure 1: Metropia Synergy

1 Overall Approach

Through this scope of work, Metropia outlines the overall approach, a detailed scope of work, a task schedule and budget for delivering the Metropia© Mobile and Synergy platform, an Active Traffic Management Mobility Ecosystem engineered by Metropia Inc., to the El Paso Metropolitan Planning Organization (EPMPO) and Camino Real Regional Mobility Authority (CRRMA). Metropia Mobile is the mobile App system that helps commuters choose departure times and/or routes that reduce and eliminate regional traffic congestion. Metropia Synergy is the urban mobility platform for strategically managing the Metropia mobile application.

This section describes the delivery of the Metropia Mobile and Synergy platform to the EPMPO/CRRMA.

1.1 Four Ecosystem Partners of Metropia Mobility Ecosystem

Metropia Inc. strives to assist the El Paso Region improve mobility and alleviate congestion, including day-to-day congestion, event management, border crossing management, and new construction. Metropia will assist the MPO/CRRMA through the effective traffic prediction and routing, merchant incentives, and the formation of Metropia Mobility Ecosystem (MME). The four types of ecosystem partners – agency, commuter, merchants/sponsors, and employers, play an integral role in the success of this endeavor.

They will all contribute to and benefit from participating in

They will all benefit from MME.



Figure 2: Metropia Mobility Ecosystem

1.2 Direct Benefits to EPMPO/CRRMA

The creation of the Metropia Mobility Ecosystem will deliver to the EPMPO/CRRMA the ability to:

- Effectively reduce congestion for
 - Recurring congested areas
 - Game or planned work zone events
 - Unexpected major crashes
- Effectively communicate with motorists through
 - Pre-trip alerts
 - Agency alerts
- Effectively collect non-privacy aggregated traffic data city-wide, including:
 - Arterials of all types
 - Speed and volume
- Manage capacity (through Metropia Synergy Operator Console) in the events such as
 - Closed lane, detour, etc.
- Help local businesses by allowing them to
 - More effectively access their existing and new customers in a timely manner
- Increase future CRRMA Express Lane utilization and overall Border Highway capacity utilization maximization through transparent and real-time delivery of pricing and travel time savings information.
- Deliver innovative mobility solution to the El Paso region.
- Sustain continual operations in a financially viable manner.
- Flexibility to manage mobility strategies to cope with future demand increase.

1.3 Service Availability Coverage

The Metropia Mobile service will be made available for all the cities that make up the El Paso MPO region. Initially, during the first six months of the project, the service availability coverage will explore the ability to expand the service area to include the Ports of Entry connecting Juarez, Chihuahua, MX to El Paso, TX, US (note, Juarez network will not be added to the Metropia application in this project). This coverage is consistent with the mission of the CRRMA and the EL Paso MPO to manage regional mobility.

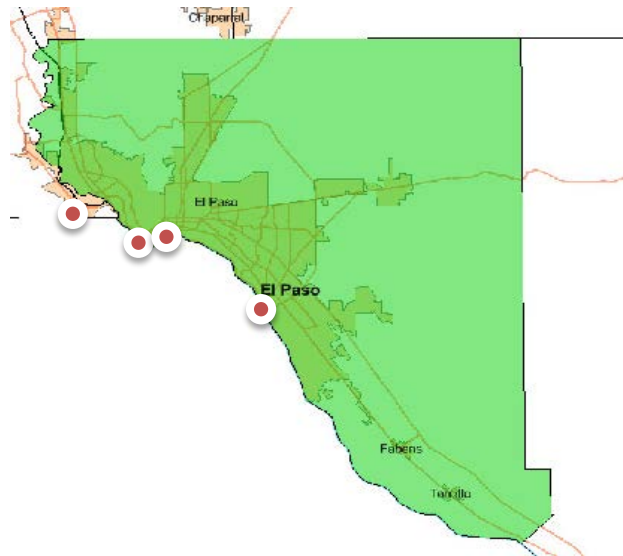


Figure 3: Service Area

1.4 Project Delivery Modules and Process

Overall, the entire project delivery process is segmented into three modules – Engineering/Technology/Operation, Behavior, and Economics. The Engineering/Technology/Operation module focuses on the technical aspect of the deliverables, the Behavior module focuses on the user engagement and experience, and the Economics module emphasizes the formation of the Metropia Mobility Ecosystem through an economically competitive approach. The feedback loop between Economics and Behavior modules signifies ongoing iterations between these modules all the way through the four phases of the project as per the following discussions.

As for the marketing and PR campaign activities to be discussed in subsequent sections, we propose that at the onset of each phase, we will list the **Goals, Strategy, Planned Actions and Budget**, and then develop a **Management Plan** for each, as well as a review of the anticipated budget. This will serve to focus the initiatives and ensure continuity from the proposal, to the plan, to the implementation and throughout the project.

As each phase concludes, we will conduct a **Strategy Continuity Report**, essentially an after-action review assessment for each phase that identifies the key successes, the lessons learned, the opportunities for improvement, and recommendations for implementations to ensure success in the next phase.

The phased Management Plans will allow us to continue to collaborate with the EPMPO/CRRMA in developing the implementation strategy that will provide assurances toward set goals.

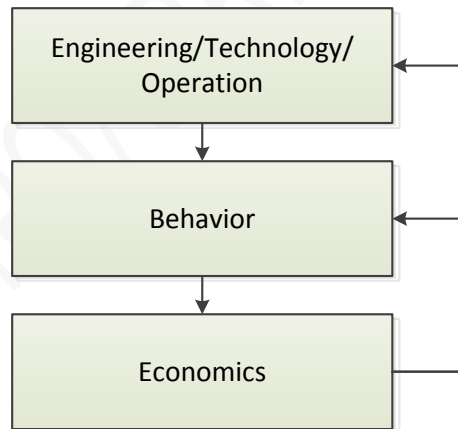


Figure 3: Project Delivery Modules

1.5 Performance Metrics

Metropia Inc. strives to achieve quantifiable results for the EPMPO/CRRMA. Such results can be assessed through performance metrics that are categorized into microscopic and macroscopic measures. The microscopic performance measures focus on quantifying individual user's benefits, whereas the macroscopic measures focus on the regional aggregated benefit. These measures can also be applied to all four types of partners of the Metropia Mobility Ecosystem. These performance metrics will be reported on a quarterly basis starting the 2nd quarter following the official launch of the program, to allow for a larger number of users and usage data to be accumulated.

Table 1: Metropia Mobility Ecosystem Performance Metrics

	Microscopic (per person/unit)	Macroscopic (total/average)
Commuters	<ul style="list-style-type: none"> • Travel time saving • Routing prediction accuracy • User experience satisfaction • CO2 saving • Fuel saving 	<ul style="list-style-type: none"> • Total travel time saving • Average routing accuracy • Overall user satisfaction • Total CO2 saving • Total Fuel saving
EPMPO/CRR MA	<ul style="list-style-type: none"> • Travel time saving for participants • Routing prediction accuracy for participants • User experience satisfaction for participants • CO2 saving for participants • Fuel saving for participants 	<ul style="list-style-type: none"> • Total travel time saving for entire region • Average routing accuracy for entire region • Overall user satisfaction for entire region • Total CO2 saving for entire region • Total Fuel saving for entire region
Merchants and Sponsors	<ul style="list-style-type: none"> • Return of Investment (ROI) for participating in the MME for individual merchants/sponsor 	<ul style="list-style-type: none"> • Total benefits for all merchants/sponsors in the MME program.
Employers	<ul style="list-style-type: none"> • Travel time saving by employer • Routing prediction accuracy by employer • User experience satisfaction by employer • CO2 saving by employer • Fuel saving by employer 	<ul style="list-style-type: none"> • Total travel time saving by employer with respect to the region • Average routing accuracy by employer with respect to the region • Overall user satisfaction by employer • Total CO2 saving by employer to the region • Total Fuel saving by employer to the region

2 Scope of Work

This project is envisioned to be delivered in three phases, spanning two years.

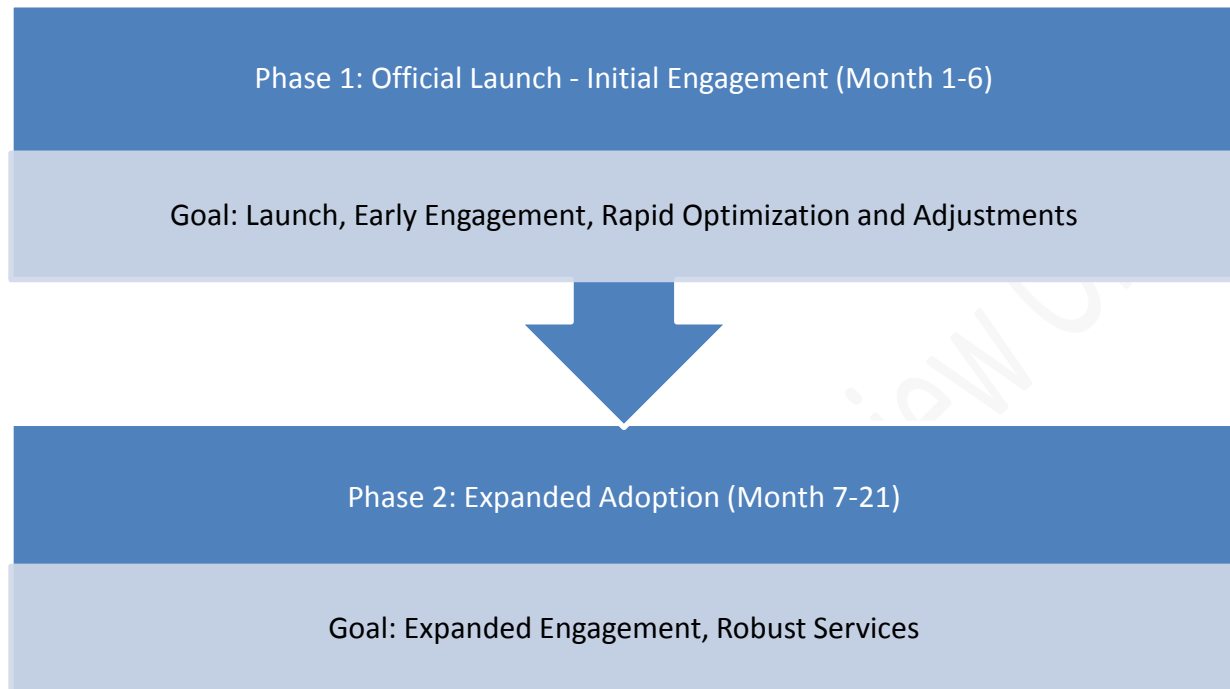


Figure 4: Overall Project Delivery Phases, Duration and Goals

2.1 Project Management

This project will be managed by the team structure as shown in Figure 5. The Metropia team will be directly managed by the Project Manager (PM). The PM will be assisted by Metropia COO and CEO in overall project management and delivery. Three major Metropia teams, R&D, software, and operations teams will provide full support to the Project Manager. One sub-contractor, PR/marketing function, is needed for both Behavior and Economic modules at each of the four planned phases is planned for this project.

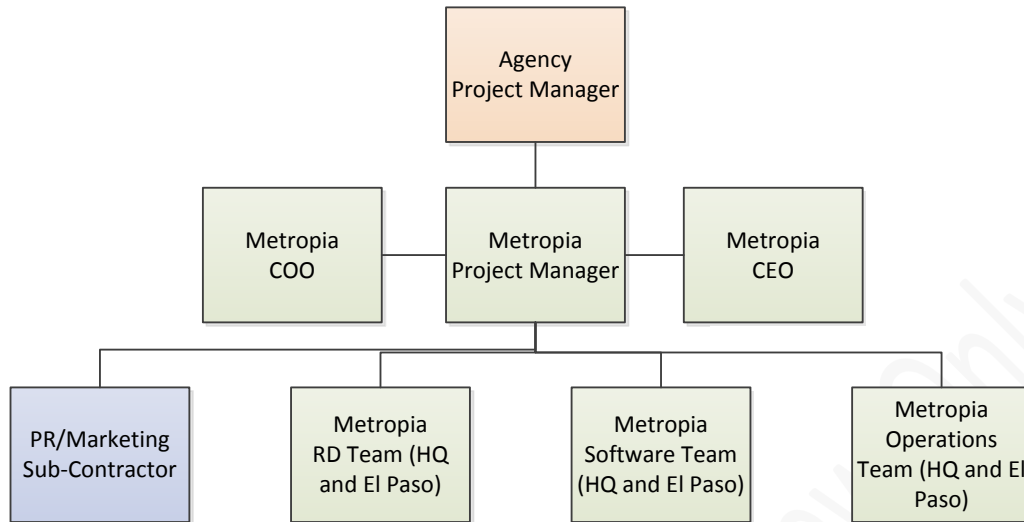


Figure 5: Project Team Structure

Further, Metropia Inc. plans to recruit El Paso local talent to lead and participate in the project management, engineering work, and local community and business engagement activities. The goal is to provide employment opportunities and professional/business training for the El Paso work force in the emerging areas of mobile computing and future urban mobility management.

Throughout the project, bi-weekly meetings are held at the EPMPO/CRRMA offices and/or by teleconference with team members from the EPMPO/CRRMA and Metropia teams; these will typically last one hour. In addition, workshops or longer working meetings will be necessary, particularly during the early planning phases of the project for brainstorming, information sharing, and detailed planning. **Project management tools such as Basecamp or Periscope will be used to share documents and track deliverables.**

Phase 1: Official Launch – Initial Engagement (Month 1-6)

2.2 Phase 1 Initial Engagement: Engineering/Technology/Operations

2.2.1 Mini- TMC operation monitoring and optimization

The Metropia team has developed a mini-TMC system operated by the Metropia team. This Mini-TMC allows an agency, via the predefined workflow determined during the ConOps, to manipulate the network, push messages to drivers and collect data via the dashboard. This system will be established and operated by Metropia for the duration of the project.

The Metropia system has the learning capability that allows the system to adjust to various internal and external factors. The main performance metrics will be established in this task in order for the EPMPO/CRRMA to monitor and report the overall benefit of adopting the Metropia system. In general, the performance metrics include both “microscopic” and “macroscopic” measures. The microscopic measures mainly focus on individual benefits, such as travel time savings and prediction accuracy

derived from quantitative analysis, but also include personal satisfaction from usage, obtained from online and offline surveys regularly conducted by the Metropia team. We will begin delivering quarterly reports on these metrics in phase 2.

2.2.2 Model calibration and optimization

Traffic conditions could be highly influenced by the weather conditions; therefore, the parameters used in traffic estimation and prediction need to be carefully calibrated in order to remain accurate under various types of weather conditions. Such an activity requires a mathematical process that searches for the optimal combinations of parameters for different weather conditions. The Metropia team starts performing model calibration and optimization during this phase after collecting sufficient amount of weather and traffic data.

2.2.3 Preliminary Metropia Data Sharing Schematics

It is anticipated that data sharing schematics development will start during this period. The Metropia team will take this opportunity to collaborate with regional agencies to explore any data sharing schemes between the defined TMC and Metropia backend engines. It is anticipated that the data collected by the various facilities can be shared and exchanged to improve the robustness of center operations. This step needs further development via the ConOps portion of the project planning process.

2.2.4 Refinement of agency-user communication

After the initial testing conducted via the TxDOT Pioneer Program, the refinement of the agency-to-user communication will be improved in this task. The goal is to ensure that the communication platform can accommodate various types of situations encountered by real world El Paso TMC operations. Continual user feedback will also be used as the basis for improvements.

2.2.5 Expanded customer support

Depending on the rate of user adoption, the customer support function may be expanded in this task.

2.2.6 Development of concept of collaboration with other modes

The Metropia team will reach out to local agencies to explore collaboration and support opportunities to allow the regional agencies benefit from Metropia capabilities and data. Several meetings will be set up and the concept of collaboration document will be produced as part of the deliverable.

Overall Deliverables: This task group delivers (1) a robust engineering Metropia Mobile and Synergy system that is ready for a large adoption after the initial launch, (2) an optimized and calibrated system vis-à-vis various weather conditions for robust and accurate predictions routing, (3) a capability to enable agency and user communications for various work zone alerts, and (3) a preliminary data sharing schematics technical memo and a multi-modal partnership opportunity memo will also be included in this deliverable.

2.3 Phase 1 Initial Engagement: Behavior

2.3.1 Official launch

Once the majority of the Pioneer Program is either complete or in progress, the entire EPMPO/CRRMA-Metropia partnership on a mobile traffic regional solution for motorists travelling in and around El Paso Region will be announced.

2.3.2 App refinement based on user comments

The improvement of the Metropia App is an on-going process. The Metropia team proposes to continue reaching out to users and solicit their feedback and comments regarding their experience in using the App, actively seeking ways to improve the App and overall experience.

2.3.3 User co-design process for App improvements

Essentially, user feedback and comments will be put into an analytics framework for the Metropia team to initiate a user co-design process with the goal to improve the Metropia App and overall user experience. We anticipate a new release each month during the course of this project.

Overall Deliverables: The utmost deliverable for this task is the official launch of the EPMPO/CRRMA-Metropia partnership and Metropia App system to the travelling public in the El Paso Region. The continual feedback and improvement process will be closely monitored and executed throughout this performance period.

2.4 Phase 1 Initial Engagement: Economics

2.4.1 PR and communication plan execution

This phase will entail launching an integrated media plan to introduce Metropia, utilizing a mix of television, online display and social media advertising, billboards, in-store signage, blogs and press that reaches a large audience. Metropia will work to get onto UTEP Football, Basketball and Chihuahuas Baseball in-game advertisement to influence community downloads. This campaign will be highly targeted to provide the necessary brand awareness prior to the official launch of the product, while increasing brand and messaging recall. The El Paso community will be encouraged to download the App and register their name, email address (perhaps via Facebook Connect) and zip code with the App. The goal is to capture several thousands of downloads during this phase.

2.4.2 Launch event

To kick off the media campaign and raise brand awareness, a launch event including brand ambassadors, key stakeholders (community and business organizations), local businesses (large and small) and the Cities representing the EPMPO/CRRMA will be hosted. The goal of this event is to grab the community's attention and build brand awareness while increasing potential partner interest. Additionally, like-minded partners will be leveraged for cross-promotional efforts.

2.4.3 Community engagement plan execution

Once users are registered with the App, email marketing will become a valuable communications channel to stay in touch by sending newsletters, special offers from brand partners and personalized messages to acknowledge high levels of activity, offer usage guidance, and share success stories. Email

addresses captured from the EPMPO/CRRMA Stated Preference web survey will also be targeted. The email marketing initiative will create top of mind awareness, provide positive reinforcement regarding use of the App, and provide additional benefits to users and brand partners while offering insight into user behavior. This insight will allow for more relevant and targeted messaging, which in turn should result in increased App usage. Email marketing may also be utilized to gain user feedback on roadway conditions and construction.

2.4.4 Incentives program execution

The incentive program for users and partners built out during the Pioneer Program will now be rolled out in its entirety. This program will be seed funded by Metropia. This includes a points-base program, in which users will be offered the opportunity to redeem points for rewards offered through brand partners. Consumers will be offered opportunities to earn additional points by sharing on social networks how the App has made their commutes easier, or the special offers they redeemed with points earned. Encouraging social sharing creates positive word of mouth marketing, while increasing brand awareness and attracting new customers. Merchants and sponsors may also have promotions, such as discounts sent to App users, contests to create a competition between partners, and perhaps non-profit fundraising (“for every point you earn, we’ll donate a quarter in your name to XYZ organization”), resulting in increased interest in the success of the App.

The followings summarize the activities in this task group.

Goals:

- Introduce Metropia to the community
- Build brand awareness
- Engage existing users
- Implement volunteer program plan

Strategy:

- Build strong media presence
- Utilize captured email addresses to engage users
- Identify potential private sector partners with services geared toward making users’ commutes more enjoyable

Planned Actions:

- Launch PR & communication plan
- Host launch event
- Initiate email marketing program
- Encourage social sharing through point-based volunteer program
- Roll out partner volunteer program

Overall Deliverables:

(1) A planning meeting that culminates with a draft and final Management Plan, and (2) a Strategy Continuity Report.

Phase 2: Expanded Adoption (Month 7-21 months)

2.5 Phase 2 Expanded Adoption: Engineering/Technology/Operations

2.5.1 Mini- TMC operation monitoring and optimization

The mini-TMC operation maintained by the Metropia team continues to be optimized.

2.5.2 Continual performance optimization

It is anticipated that various operating conditions (normal or expected) have occurred and such information can be brought into the overall system optimization framework and approach. This is to ensure that the overall system is adaptive to the El Paso Region's unique operation characteristics and environment conditions.

2.5.3 Engine calibration and optimization

The prediction and routing engine calibration and optimization is automated to reach maturity in this task, after months of steady operation.

2.5.4 Optimization of agency-user communication

The agency-to-user communication platform continues to be refined and optimized in this task. Continual discussion with the EPMPO/CRRMA and users will provide valuable input for the communication.

2.5.5 EPMPO/CRRMA Data Analytics Customized Implementation

In this task the Metropia team will start to explore how to provide data feedback to the EPMPO/CRRMA to enhance the transportation network situation awareness (such as incident occurrence) and user data analytics (such aggregated OD) information.

Metropia will work with the EPMPO/CRRMA to align data capture with the launch of physical infrastructure projects to determine if the physical infrastructure project impacted trips as planned. Data such as VMT, Travel Time, Avg Speed abstractions can be developed to use in the EPA Emissions Models in order to quantify emission reduction.

2.5.6 Development of multi-modal collaboration and activities

The Metropia team continues to advance possible collaborations with other modes. In the carpooling area, we envision to collaborate with other carpooling program operators, promoting rideshare and vanpool activities with the goal to synergize the capacity management platforms between Metropia and other travel demand management programs. Currently, Metropia users can casually carpool with DUO. Once the driver and passengers get in the car together, the driver uses Metropia to guide them to their destination, the passengers tap "Start My Trip" in DUO mode, and Metropia syncs the group during the trip. The collaboration with Sun Metro will continue and expand in this phase.

2.5.7 Continued collaboration with Social Carpooling activities

There are various forms of carpooling and Metropia Social Carpooling focuses on carpooling within existing social structures, such as carpooling for church or school activities, co-worker carpooling for commuting, carpool for children recreational and social functions such as soccer game practices or swim

meets. The social carpooling aims to alleviate safety/security concern by not directly matching strangers but only encourage carpooling among people who are socially networked/linked. There are many such opportunities that have not been fully tapped into and this task aims to expand that possibility.

Overall Deliverables: The Engineering/Technology/Operations deliverables for this phase focus on the scaled and robust operations of the Metropia solution to a large audience. The system performance should be improved compared to the previous phase. The performance metrics chosen for this project will continue to be measured and evaluated to provide a clear assessment of the performance of the Metropia solution. Specific activities with regional multimodal agencies will be conducted. A data sharing platform will be finalized and delivered in this phase. Metropia will also publish congestion reports on a regular basis as part of the deliverable.

2.6 Phase 2 Expanded Adoption: Behavior

2.6.1 Sustained user/community support

The user adoption rate is anticipated to be expanded at this phase. In order to sustain a much larger user base, the Metropia team plans to increase user engagement at this phase.

2.6.2 App refinement based on user comments

The improvement of the Metropia App is an ongoing process. The Metropia team proposes to continue reaching out to users and soliciting feedback and comments regarding their experience using the App, and how we could improve the App and overall experience.

2.6.3 User co-design process for App improvements

Essentially, such feedback and comments will be put into an analytics framework for the Metropia team to initiate a user co-design process with the goal to improve the App and overall user experience. We anticipate a new release each month during the course of this project.

Overall Deliverables: The overall deliverable for this task group is the process and outcome that indicates robust and satisfactory user feedback from a larger commuter audience.

2.7 Phase 2 Expanded Adoption: Economics

2.7.1 Shift to sustained PR and communication plan

After establishing a strong initial media presence in the first 3-4 months following the launch, the integrated media plan will be shifted into a sustained program consisting of the most effective media. These efforts will be determined based on media and App analytics and user data. The most effective media options will be utilized to maintain a consistent brand message in the marketplace

2.7.2 Refinement and ongoing execution of community engagement plan

The email marketing initiative will be further refined based on insight into user behavior to create more relevant and targeted messaging for community engagement (based on day of week, time of day,

location and other coordinates). As email campaigns and partner offers become highly targeted, increased App usage will be expected.

2.7.3 Refinement and ongoing execution of volunteer program

Based on insight gathered from user feedback and analytics, the incentive programs laid out for both users and partners will be revised as needed to ensure ongoing and increased App usage. New promotions will be periodically rolled out to keep users interested.

The following summarizes the activities in this task group.

Goals:

- Maintain brand awareness in community
- Create more targeted messaging
- Refresh volunteer program

Strategy:

- Shift to sustained PR & communication plan
- Utilize analytics and user data to gain insight into user usage

Planned Actions:

- Identify and focus on most cost effective media
- Create more relevant and targeted messaging
- Create new promotions for users and partners

Overall Deliverables:

(1) A planning meeting that culminates with a draft and final Management Plan, and (2) a Strategy Continuity Report.

3 Budget and Schedule

The budget for each phase is tabulated in Table 2. The hourly loaded rate is the two-year average. We estimated that about 25% of technical staff times to support the system calibration, optimization, data sharing and all the regional agency collaborations including TMC integration. The Project Manager is anticipated to spend 25% time for project management, supervision of various activities such as engineering, operations, PR, marketing, community engagement, merchant program development, etc. The Project Manager will be supported by a strong locally hired Community Manager, who is budgeted 100% in this project. This community Manager is anticipated to be fully engaged in customer support and community engagement functions. Two locally hired operations engineers are budgeted 100% in order to take full charge of all the engineering work as well as to support community engagement activities.

Metropia provides 20% cost share at \$338,200 and \$100,000 local contribution.

The total requested budget is \$1,352,800.

Table 2: Budget and Schedule

Tasks	Budget	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	
Task 1 Project Management	\$ 40,160																						
Task 2.1 Mini- TMC operation monitoring and optimization	\$ 52,297																						
Task 2.2 Model calibration and optimization	\$ 57,729																						
Task 2.3 Start initial data integration	\$ 57,041																						
Task 2.4 Refinement of agency-user communication	\$ 56,381																						
Task 2.5 Expanded customer support	\$ 57,584																						
Task 2.6 Development of concept of collaboration with other modes	\$ 57,332																						
Task 3.1 Official launch	\$ 27,856																						
Task 3.2 App refinement based on user comments	\$ 27,856																						
Task 3.3 User co-design process for App improvements	\$ 27,856																						
Task 4.1 PR and communication plan execution	\$ 27,856																						
Task 4.2 Launch event	\$ 27,856																						
Task 4.3 Community engagement plan execution	\$ 27,856																						
Task 4.4 Incentives program execution	\$ 27,856																						
Task 5.1 Mini- TMC operation monitoring and optimization	\$ 120,408																						
Task 5.2 Continual performance optimization	\$ 120,468																						
Task 5.3 Engine calibration and optimization	\$ 119,010																						
Task 5.4 Optimization of agency-user communication	\$ 119,709																						
Task 5.5 EPMPQ/CRRMA Data Analytics Customized Implementation	\$ 121,597																						
Task 5.6 Development of multi-route/mode mobility features	\$ 120,408																						
Task 5.7 Continued collaboration with Social Carpooling activities	\$ 122,016																						
Task 6.1 Sustained user/community support	\$ 63,271																						
Task 6.2 App refinement based on user comments	\$ 67,016																						
Task 6.3 User co-design process for App improvements	\$ 67,046																						
Task 7.1 Shift to sustained PR and communication plan	\$ 61,543																						
Task 7.2 Refinement and ongoing execution of community engagement plan	\$ 58,427																						
Task 7.3 Refinement and ongoing execution of volunteer program	\$ 56,565																						
Subtotal-Direct Labor	\$1,791,000.00																						
Local Share -Metropia In-kind cash (OH and profit)	-\$338,200.00																						
Local Contribution - Metropia In-Kind Cash (PR/Marketing, Incentives, Event Expenses)	-\$100,000.00																						
Grand Total	\$1,352,800.00																						

proposal or quotation includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed-in whole or in part-for any purpose other than to evaluate this proposal or quotation. If, however, a contract is awarded to this offeror or quoter as a result of or in connection with the submission of these data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to

use information contained in this data if it is obtained from another source without restriction. In addition, the [yc1] information contained herein may contain technical data, the export of which is restricted by the U.S. Arms Export Control Act (AECA) (Title 22, U.S.C. Sec 2751, et seq.) or the Export Administration Act of 1979, as amended (Title 50, U.S.C., App. 2401, et seq.).

El Paso MPO / CRRMA Review Only

Exhibit B

Standard Modification Form

PROJECT MODIFICATION

METROPIA SYNERGY SOLUTION PROJECT AGREEMENT

THIS PROJECT MODIFICATION REQUEST is made pursuant to the terms and conditions of Article 2 of the Metropia Synergy Solution Project Agreement (the “Agreement”) between the Camino Real Regional Mobility Authority (the “Authority”) and Metropia, Inc. (“Metropia”) dated _____, 2016.

PART I. Metropia will perform Services generally described as _____ in accordance with the Scope attached as Exhibit A to the Agreement and made a part of this MODIFICATION REQUEST. The responsibilities of the Authority (if any) and Metropia and the agreed work schedule are further detailed in Exhibits 1 and 2 attached to this MODIFICATION.

PART II. The maximum amount payable under this MODIFICATION is \$_____ and the method of payment is _____. This amount is based upon Metropia’s estimated costs and fees for the MODIFICATION included in the agreed Fee Schedule/Budget attached as Exhibit 3 to this MODIFICATION.

PART III. This MODIFICATION shall become effective on the date of final acceptance of the parties hereto and shall terminate upon completion of the work described in Exhibit 1 attached hereto.

PART V. This MODIFICATION does not waive the parties' responsibilities and obligations provided under the Agreement.

IN WITNESS WHEREOF, this MODIFICATION is signed in duplicate counterparts and hereby accepted and acknowledged below.

METROPIA, INC.

**CAMINO REAL REGIONAL
MOBILITY AUTHORITY**

Yi-Chang Chiu
President

Raymond Telles
Executive Director

(Date)

(Date)