

**VERASET DATA ACCESS AGREEMENT
FOR RESEARCH PURPOSES**

This Agreement between the District of Columbia, a municipal corporation (“Licensee”) by and through its Office of the City Administrator, and Veraset LLC. (“Company”), a Delaware corporation, is effective as of April 9, 2020 (“Effective Date”).

Company plans to provide data as described in Exhibit A (the “Data”) to Sam Quinney (“Principal Investigator”) to be used by Licensee for a research project set forth in Exhibit B (“Research Program”). The parties hereby agree as follows:

1. GRANT AND TRANSFER

- 1.1 **Grant.** Subject to the terms and conditions of this Agreement, Company grants Licensee the nonexclusive right to use the Data solely in the Research Program.
- 1.2 **Transfer Term.** Company will provide Data to Licensee during the term of this Agreement as described in Exhibit A. This data may be retained by Licensee for 3 months after the end of the Term, after which Licensee must delete the Data. The Term may be extended only by advance written agreement of both parties.
- 1.3 **No Other Rights.** This Agreement does not constitute, grant nor confer any license under any patents or other proprietary interests of one party to the other, except as explicitly stated in this Agreement.

2. COMPANY DATA

- 2.1 **Ownership.** Company retains ownership of Data and all rights to distribute the Data to other commercial or non-commercial entities.
- 2.2 **Authority.** Company warrants it has the authority to provide Data to Licensee for use in the Research Program.
- 2.3 **Security.** Licensee agrees to protect and safeguard the Data from unauthorized access or distribution per the Security Standards in Exhibit C. Within 15 days from a written request from Company to Licensee, Licensee’s Principle Investigator will provide a signed confirmation that Licensee is in compliance with the Security Standards in Exhibit C.

3. LICENSEE USE OF COMPANY DATA

- 3.1 **Restrictions.** Licensee will use Data only for the Research Program. If Licensee seeks to use Data for other purposes, including any commercial purpose, Licensee will obtain

written consent from Company, either by an amendment to this Agreement or a new agreement, before such use.

- 3.2 **No Further Transfer.** Licensee will not transfer Data to any third party, except as provided in the Research Program, without prior written consent from Company.
- 3.3 **Reporting.** In consideration of Company having provided Data, Licensee will report the results of the Research Program to Company.
- 3.4 **Compliance with Law.** Licensee's use of Data will comply with all applicable federal, state and local laws and regulations.

4. CONFIDENTIAL INFORMATION

- 4.1 **Definition of Confidential Information.** "Confidential Information" means confidential, scientific, business or financial information that is provided in written form and clearly marked as Confidential provided that such information:
 - (A) is not publicly known or available from other sources who are not under a confidentiality obligation to the source of the information;
 - (B) has not been made available by its owners to others without a confidentiality obligation;
 - (C) is not already known by or available to the receiving party without a confidentiality obligation; or
 - (D) is not independently developed by the receiving party.
- 4.2 **No Disclosure.** The receiving party will protect the disclosed Confidential Information by using the same degree of care, but no less than a reasonable degree of care, to prevent unauthorized use or disclosure of the Confidential Information as the receiving party uses to protect its own confidential information of a like nature.
- 4.3 **Confidentiality Term.** The receiving party's obligations of confidentiality will continue for five years after the term of the agreement ends.
- 4.4 **Compelled Disclosure.** If the receiving party is required to divulge Confidential Information either by a court of law or in order to comply with any federal, state or local law or regulation, the receiving party will provide the disclosing party with reasonable notice.

5. PUBLICATION.

Licensee will be free to publish and otherwise publicly disclose the Results, so long as the Results show only aggregated information or estimated model parameters, and do not identify individual users or disclose information that could be used to identify individual

users in the dataset. Individual movement patterns may not be displayed in graphs or illustrations, nor may statistics about an individual be published. However, locations such as businesses, airports, or parks may be identified in the Results.

6. PUBLICITY.


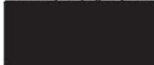
The source of the data must be publicly identified as the Company with language approved by the Company (for example, “Veraset is a data company that aggregates anonymized cell phone location data in order to provide insights about the world. This study used anonymized location data from more than XX million devices between [Time Period] from YY countries”). The Company may choose to remain anonymous as the source of the Data at Company’s sole discretion. The Company may publicize publications using the Data. Beyond these cases, neither party will use the name or trademark of the other party, or the names of the other party’s employees, students or agents in any publicity, advertising or announcement related to this Agreement without the prior written consent of the other party’s authorized officials.

7. GENERAL PROVISIONS

- 7.1 **No Warranties.** Except as stated in Section 2.2, Data are provided by Company AS IS, WITHOUT ANY WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE.
- 7.2 **Liability.** In no event shall Company be liable for any use by Licensee of Data or Results or for any loss, claim, damage, or liability, of any kind or nature, that may arise from or in connection with this Agreement or Licensee’s use, handling, or storage of Data
- 7.3 **Termination.** Either party may terminate this Agreement at any time upon thirty (30) days prior written notice, in which case the company will cease providing new data to Licensee. Sections 2.1, 3.1, 3.2, 3.4, 4, 5, 7.1, 7.2 will survive the termination or expiration of this Agreement.
- 7.4 **Notice.** All notices under this Agreement are deemed fully given when emailed to an officer of Veraset or to the Principle Investigator.
- 7.5 **Severability.** If any paragraph, term, condition or provision of this Agreement is found by a court of competent jurisdiction to be invalid or unenforceable, or if any paragraph, term, condition or provision is found to violate or contravene the substantive laws of the State of California, then the paragraph, term, condition or provision so found will be deemed severed from this Agreement, but all other paragraphs, terms, conditions and provisions will remain in full force and effect.


- 7.6 **Integration.** This Agreement, including attached Exhibits, supersedes all prior oral and written proposals and communications, if any, and sets forth the entire agreement of the parties with respect to the subject matter hereof, and may not be altered or amended except in writing and signed by an authorized representative of each party.
- 7.7 **Electronic Copy.** The parties to this document agree that a copy of the original signature (including an electronic copy) may be used for any and all purposes for which the original signature may have been used. The parties further waive any right to challenge the admissibility or authenticity of this document in a court of law based solely on the absence of an original signature.

The duly authorized party representatives execute this Agreement.

LICENSEE		COMPANY: Veraset LLC	
Signature:		Signature:	
Name: Rashad Young		Name: Parker Ence	
Title: City Administrator, District of Columbia Government		Title: CEO	
Date: 4/10/2020		Date:	

I acknowledge that I have read this Agreement in its entirety and will use reasonable efforts to uphold my obligations and responsibilities under this Agreement.

PRINCIPAL INVESTIGATOR

Signature: 

Name: Samuel Quinney

Title: Director of The Lab @ DC

Date: April 9, 2020

Exhibit A – Data

Data Type:

1. Veraset Movement and Veraset Visits
2. Geographic area as defined by Licensee as a WKT polygon or by state
3. Historical data sets from February 1, 2020 up to the date of first delivery
4. Ongoing daily deliveries (if required by Licensee) through September 30, 2020

Exhibit B – Research Program

The Licensee intends to use the data to assist the District of Columbia government in better developing and implementing its public health response to the novel 2019 coronavirus and COVID-19. One key component of the District's response is to limit the gathering of large crowds; this data can help District officials identify hot spots where many individuals are gathering and coming into close contact with each other and potentially further spreading the virus. These hot spots can potentially be defined as areas where many people are gathering at once, areas where people are spending long durations of time, and areas with consistent traffic volume throughout the day.

These hot spot locations and other aggregate reporting can then be shared with District of Columbia government agencies responding to the crisis, including, but not limited to, the Homeland Security and Emergency Management Agency, Fire and Emergency Medical Services Department, the Department of Health, and Office of the Chief Technology Officer. These agencies can then better target interventions including, but not limited to ensuring open essential businesses are implementing social distancing measures, conducting more community messaging on the importance of social distancing, and performing deep cleaning of high traffic areas. In addition, this data can be joined with other existing public and administrative data to perform analysis such as determining whether census block groups with a large elderly population are exposed to large gatherings. This is only one example of how the Licensee intends to use the data to assist in its response to the novel 2019 coronavirus and COVID-19. The District intends to be expansive as possible in examining and analyzing the data to determine ways in which the data can help the Licensee in this response. It is also possible that the results of the data analysis will be shared with private parties (such as building managers and health care entities) to assist in the Company's response to the novel 2019 coronavirus and COVID-19. In addition, the Company may share data with individuals outside the Licensee to assist the Licensee in its evaluation and analysis of the Data and to assist in the Licensee's response to the novel 2019 coronavirus and COVID-19.

Exhibit C – Security Standards

The Data is encrypted at rest and when in transit.

The Data is stored behind a firewall with no public access.

Former employees do not have access to the Data.

No one other than current employees with a need to use the data have access to the Data.

Licensee follows a least privileges access policy.

The Data is password protected and passwords are rotated on a regular basis.

The Data is not stored on employee personal devices.

The Data is properly labeled and segregated as “sensitive” or “linkable to personal information.”

Licensee performs regular security audits to confirm the above standards.