

MEMORANDUM OF UNDERSTANDING  
BETWEEN THE NEW YORK CITY TAXI AND LIMOUSINE COMMISSION  
AND  
THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY  
FOR AUTHORIZATION TO SEND TEXT MESSAGES TO MEDALLION TAXICABS

**THIS MEMORANDUM OF UNDERSTANDING** (“MOU”) is effective as of this 2<sup>nd</sup> day of January 2013, between the City of New York (“City”), acting by and through the New York City Taxi and Limousine Commission, located at 33 Beaver Street, 22<sup>nd</sup> Floor, New York, New York 10004 (the “TLC”), and The Port Authority of New York and New Jersey, a body corporate and politic created by compact between the States of New York and New Jersey with the consent of the Congress of the United States of America, located at 225 Park Avenue South, New York, New York 10003 (the “Port Authority”). TLC and the Port Authority may be each referred to herein as a “Party” or collectively as the “Parties”.

WITNESSETH:

- 1. Whereas*, the TLC is authorized by Chapter 65 of the New York City Charter to license and regulate medallion taxicabs in the City;
- 2. Whereas*, section 67-15(b) of the TLC’s rules (Title 35, Rules of the City of New York) requires each taxicab in the City to be equipped with a Taxicab Passenger Enhancements Program (“TPEP”) System that, among other functions, enables the taxicab driver to receive and send text messages to and from the TLC.
- 3. Whereas*, the purpose of the States of New York and New Jersey in establishing the Port Authority as a political subdivision of each state was to provide, operate and maintain transportation, terminal and other facilities of commerce within the statutorily defined Port of New York District, which comprises an area of approximately 1,500 square miles in both States centering about New York harbor. The Port Authority, in its planning, construction, operation and maintenance of its various commerce and transportation facilities, is carrying out essential governmental functions that include initiatives related thereto pursuant to McKinney's Unconsolidated Laws of N.Y. §6401 et seq. and N.J.S.A. 32:1-1 et seq. Moreover, pursuant to the aforementioned purpose, the Port Authority operates John F. Kennedy International Airport (“JFK”) and LaGuardia Airport (“LGA”) located in Queens, New York;
- 4. Whereas*, a Port Authority Taxi Dispatch Services Program exists at JFK and LGA, consisting of taxi holds located at the airports from which medallion taxicabs are directed to specific terminals throughout the airports to pick up fares, in order to provide taxi service from JFK and LGA;
- 5. Whereas*, presently the Port Authority does not have any means to communicate directly with medallion taxicab drivers to alert them when there is a shortage of taxis at the LGA or JFK taxi holding areas (“Shortage of Taxis”) and/or to report road conditions affecting travel to and from these airports (“Road Conditions”);

# 2012 - 053793

**6. *Whereas***, the TLC has the means to communicate directly with medallion taxicab drivers by text messaging to the TPEP System in each medallion taxicab to alert drivers when there is a Shortage of Taxis or to report Road Conditions;

**7. *Whereas***, VeriFone Inc. (“VeriFone”) and Mobile Knowledge Corp. (“MKC”), authorized TLC contractors, have each entered into agreements with the TLC to install and maintain TPEP Systems in medallion taxicabs (“TPEP Agreements”). Creative Mobile Technologies, LLC is MKC’s contractor agent for TPEP Systems and Services. The TPEP Agreements require VeriFone and CMT, as MKC’s agent, to each maintain a web portal to provide TLC online access to the TPEP Systems installed in the medallion taxicabs serviced by each contractor (the “VeriFone Web Portal” or “CMT Web Portal,” respectively, or “Web Portal(s)”);

**8. *Whereas***, the Web Portals provide a function to enable TLC to send text messages to medallion taxicabs and a function that stores and displays all information and data captured by the TPEP Systems for each taxicab, whether current or historical, including but not limited to: previously sent text messages and information relating to the time of transmission and receipt thereof; trip or shift information; pick-up and drop-off locations for each trip; geographic location of an on-duty taxicab; fare and payment information; and content on passenger monitor (“TPEP Data”);

**9. *Whereas***, it is in the interest of the taxicab riding public and the medallion taxicab industry for the Port Authority to assist the TLC in making valuable information available to medallion taxicab drivers, such as the Shortage of Taxis and Road Conditions, and in furtherance thereof to authorize the Port Authority to access the text messaging functions of the Web Portals in order to alert medallion taxicab drivers of such information;

**10. *Whereas***, the Port Authority is willing to assist the TLC by directly accessing the Web Portals to send text messages to medallion taxicab drivers in order to alert them to a Shortage of Taxis and/or to report Road Conditions; and

**11. *Whereas***, TLC agrees to authorize the Port Authority to access the Web Portals for the aforementioned purposes under the terms and conditions set forth herein.

**NOW THEREFORE**, in consideration of the mutual promises and covenants contained herein the Parties hereby agree as follows:

**Section 1.** Duration of the MOU

(a) This MOU shall commence upon the date of execution by the Parties and shall continue until the expiration of the TPEP Agreements, any extensions thereof and a Termination Assistance Period of such agreements, if any.

(b) Either Party may terminate this MOU:

- (1) for any or no reason by giving thirty (30) days’ written notice to the other Party; or
- (2) at any time upon the consent of both Parties.

(c) Should TLC believe that there has been a misuse of the Web Portal access provided to the Port Authority, TLC may immediately terminate this MOU by giving written notice.

(d) The provisions regarding Confidentiality as described herein shall survive the termination of this MOU.

Section 2. Web Portal Access and Usage.

(a) TLC hereby authorizes the Port Authority to access and use the Web Portals for the purposes and subject to the requirements set forth in this MOU.

(b) The TLC hereby authorizes the Port Authority to designate three of its manager level employees to be administrators for Port Authority (the "Administrator(s)") staff accounts ("User Accounts"). Administrators have the ability to create usernames and passwords and to change passwords. Administrators shall have Group Administrator rights in the Web Portals. Port Authority designated employees shall have Group User Access rights in the Web Portals. The Port Authority Administrators will be responsible for assigning usernames and passwords and assigning and managing the User Accounts. The Port Authority shall advise the TLC of and update when necessary the name and telephone number for each Administrator. Each Port Authority Administrator is required to sign a Non-Disclosure Agreement in the form attached hereto as "Exhibit A-2," and submit the Non-Disclosure Agreement to the TLC. The terms of the Non-Disclosure Agreement shall survive the termination of this MOU and the end of each administrator's employment with the Port Authority. The Port Authority will notify TLC within thirty (30) days when an Administrator responsible for the User Account management and administration in accordance with Section 2(b) and (c) of this MOU no longer is assigned to perform such services and/or when he or she no longer is employed by the Port Authority.

(c) In managing the Port Authority User Accounts, the Port Authority Administrators shall create, update and maintain a log of usernames and passwords for each of the Port Authority's employees who will have access to the Web Portals to send text messages to Medallion Taxicabs as described in this MOU. The Port Authority accepts the responsibility for the security of such usernames and passwords and shall afford the usernames and passwords at least the same degree of care that the Port Authority uses to preserve the security of its own usernames and passwords. The Port Authority Administrator shall assign individual usernames specific to each user. The TLC retains the right to audit such records. Upon request by the TLC, the Port Authority must produce such records to the TLC within one business day. The TLC in its sole discretion will retain ultimate authority to delete any such username and/or password. This does not prohibit an Administrator from deleting a username or password when the Administrator deems it necessary.

(d) The Port Authority will designate a limited number of Port Authority employees who will be permitted to use the User Accounts ("designated employees"), which number shall not exceed forty (40) employees at the same time. Each designated employee is required to sign a Non-Disclosure Agreement in the form attached hereto as "Exhibit A-1", and submit the Non-Disclosure Agreement to the TLC. The terms of the Non-Disclosure Agreement shall survive the termination of this MOU and the end of each signatory's employment with the Port Authority.

The Port Authority will notify TLC within thirty (30) days when designated employees given permission to use the User Accounts no longer are assigned to use the User Accounts and/or when they no longer are employed by the Port Authority.

(e) The Port Authority, its Administrators and designated employees shall not disclose to Port Authority employees not designated pursuant to Section 2(d) above, or to any other person or entity, any username and password associated with the User Accounts, or any TLC Data.

(f) Access to the Web Portals by the Port Authority, its Administrators and designated employees is for the exclusive use of sending text messages to medallion taxicab drivers to alert them of a Shortage of Taxis and/or to report Road Conditions. No other function or other features within the Web Portals may be accessed or utilized. At no point are the Port Authority, its designated employees and Administrators permitted or authorized to (1) access or utilize TPEP Data or (2) use the Web Portals for any purpose(s) other than as stated in this MOU.

### Section 3. Text Messages.

(a) The content of the text messages to be sent by Port Authority designated employees when there is a Shortage of Taxis and/or to report Road Conditions is set forth in Exhibit B attached hereto. The Port Authority and its designated employees shall not send any text messages containing content not specified in Exhibit B, unless otherwise authorized in writing by the TLC.

(b) The Port Authority may only send text messages using the "Normal Priority" setting, unless otherwise authorized in writing by the TLC.

(c) All text messages sent by Port Authority designated employees in accordance with this MOU shall be transmitted by sending concurrent, identical text messages to medallion taxicabs within a specified radius of JFK and within a specified radius of LGA as set forth in Exhibit C hereto, using both the VeriFone Web Portal and the CMT Web Portal.

(d) The Port Authority must maintain a comprehensive and complete record, as indicated in Exhibit D attached hereto, of all text messages sent to medallion taxicabs, including the content of the text message, the sender of the text message, and the date and time the text message was sent. The Port Authority must provide a copy of this record in electronic form to the TLC once a week on a day agreed to by the parties.

(e) TLC and the Port Authority will review TPEP text messaging protocol periodically to ensure its effectiveness as a means to communicate with medallion taxicab drivers. The content of the messages will also be reviewed to determine if additional content is required based on operational need. If changes or additions to this MOU are needed, any modifications shall be done in a writing agreed to by both parties.

In order that the Port Authority may access the TPEP System web portals to text taxicabs in the event of a Shortage of Taxis and/or report Road Conditions, the Port Authority agrees such

access and usage is granted for the purposes and limits set forth in Section 2 above and this Section 3.

Section 4. Confidentiality.

(a) For purposes of this Section 4, the term “Confidential Information” means all tangible and intangible information in any way relating to the TPEP Systems and the Web Portals, including but not limited to: the TPEP Data; any information, data, databases, data compilations, designs, displays, graphics, formats, processes, and techniques available on the Web Portals; user names and passwords for accessing the Web Portals; and any other information and data designated by the TLC to be confidential and/or proprietary.

(b) The Port Authority shall maintain the Confidential Information in a manner consistent with the following:

(1) The Port Authority shall use reasonable efforts to maintain the Confidential Information in strict confidence and cause its employees, agents and contractors to maintain the Confidential Information in strict confidence. Such efforts shall include affording the Confidential Information at least the same degree of care that the Port Authority uses to preserve the confidentiality of its own information of similar character, but in any event, at least a reasonable degree of care;

(2) The Port Authority shall not, without obtaining the prior written consent of the TLC, use or disclose, or permit the use or disclosure of, Confidential Information for any purpose other than the purposes set forth in this MOU; and

(3) The Port Authority shall restrict use and disclosure of the Confidential Information to its employees that have a bona fide need to know such Confidential Information in furtherance of the purposes of this MOU, and shall require its designated employees and the Administrators to sign a Non-Disclosure Agreement as required in Section 2(b) and (d) hereof and to be provided to the TLC upon request.

(c) The Port Authority’s obligations under this Section 4 shall be in effect during the term of this MOU and shall survive expiration or earlier termination of this MOU.

(d) Notwithstanding any inconsistent provision of this Agreement, the Port Authority may disclose Confidential Information to the extent necessary to comply with a request for such Confidential Information pursuant to a court order, subpoena, or other validly issued order or notice of a court or administrative body, or other request pursuant to applicable law, rule or regulation, including the Port Authority’s Freedom of Information Code. The Port Authority shall promptly notify the TLC of the receipt of such court order, subpoena, other validly issued order or notice, or other request in order to enable the TLC to seek protection of the Confidential Information from disclosure, and if requested by the TLC, the Port Authority shall provide reasonable cooperation to the TLC in its efforts to protect such Confidential Information from disclosure.

(e) The Port Authority shall promptly notify the TLC of any unauthorized disclosure of Confidential Information as soon as the Port Authority becomes aware of such.

Section 5. Authorization, Indemnification, and Limitation of Liability.

(a) Authorization. The TLC represents that it has the right under the TPEP Agreements to authorize the Port Authority to act on its behalf to access the Web Portals for the purpose of sending text messages to medallion taxicab drivers in accordance with the terms and conditions of this MOU.

(b) Indemnification.

(1) The Port Authority hereby covenants and agrees that it will indemnify and save harmless the City, its Commissioners, officers, agents, representatives and employees against, any and all claims, demands, penalties, fines, settlements, damages, injuries, losses, costs, expenses and judgments of whatever kind or nature to the extent arising out of the negligent or wrongful acts or omissions of the Port Authority or of any of its Commissioners, officers, agents, representatives and employees, provided that the Port Authority shall have no obligation with respect to damages to the extent caused by the negligence and/or intentional or tortious acts of the City, its Commissioners, officers, agents, representatives and employees. The City and the Port Authority agree that each shall be responsible for its own defense in connection with any claims or liabilities arising from the performance of this MOU. Neither the Port Authority nor the City will settle any such claim, liability or action without the other party's prior written consent, provided, that if the party whose consent is requested shall unreasonably refuse to consent to any such settlement or shall fail to do so within a reasonable time after such request is made, then, in addition to the obligation to indemnify the requesting party for all amounts, including those in excess of the proposed settlement, such non-consenting party shall also be responsible for any legal fees and expenses incurred by the other party in connection with its defense after the date of such non-consent.

(2) The City hereby covenants and agrees that it will indemnify and save harmless the Port Authority, its Commissioners, officers, agents, representatives and employees against, any and all claims, demands, penalties, fines, settlements, damages, injuries, losses, costs, expenses and judgments of whatever kind or nature to the extent arising out of the negligent or wrongful acts or omissions of the City or of any of its Commissioners, officers, agents, representatives and employees, provided, that the City shall have no obligation with respect to damages to the extent caused by the negligence and/or intentional or tortious acts of the Port Authority, its Commissioners, officers, agents, representatives and employees. The City and the Port Authority agree that each shall be responsible for its own defense in connection with any claims or liabilities arising from the performance of this MOU. Neither the Port Authority nor the City will settle any such claim, liability or action without the other party's prior written consent, provided, that if the party whose consent is requested shall unreasonably refuse to consent to any such settlement or shall fail to do so within a reasonable time after such request is made, then,

in addition to the obligation to indemnify the requesting party for all amounts, including those in excess of the proposed settlement, such non-consenting party shall also be responsible for any legal fees and expenses incurred by the other party in connection with its defense after the date of such non-consent.

(3) The City further agrees to indemnify and hold the Port Authority harmless against any and all claims, demands, penalties, fines, settlements, damages, injuries, losses, costs, expenses and judgments brought against, incurred or suffered by the Port Authority as a result of any claim by a third party of infringement of any copyright, patent or other intellectual property right arising out of or in connection with the Port Authority's authorized use of the Web Portals, TPEP Data or TPEP Systems. The Port Authority shall be responsible for its own defense in connection with any claims for intellectual property infringement for which the City is required to provide indemnification under this subsection (b)(3). The Port Authority shall not settle any such claim without the City's prior written consent, provided, that if the City shall unreasonably refuse to consent to any such settlement or shall fail to do so within a reasonable time after such request is made, then, in addition to the obligation to indemnify the Port Authority for all amounts, including those in excess of the proposed settlement, the City shall also be responsible for any legal fees and expenses incurred by the Port Authority in connection with its defense after the date of such non-consent. The parties shall promptly and fully inform the other of any claims or disputes for intellectual property infringement, whether existing or potential, of which it has knowledge relating to or in connection with the subject matter of this MOU.

**(c) Limitation of Liability.**

(1) The parties expressly understand the risks and liabilities attendant to this MOU. EXCEPT FOR THE INDEMNIFICATION OBLIGATIONS IN SUBSECTION (B) ABOVE, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR INCIDENTAL, SPECIAL, PUNITIVE, RELIANCE, CONSEQUENTIAL, OR INDIRECT LOSSES OR DAMAGES, WHETHER FORESEEABLE OR NOT, OR FOR ANY LOSS OF PROFITS OR LOSS OF REVENUE SUSTAINED BY THE PARTIES, A CONTRACTOR, OR ANY THIRD PARTIES HOWSOEVER ARISING UNDER THIS MOU AND WHETHER UNDER CONTRACT, TORT OR OTHERWISE (INCLUDING, WITHOUT LIMITATION, THIRD PARTY CLAIMS, LOSS OF PROFITS, LOSS OF DATA, LOSS OF CUSTOMERS, OR DAMAGE TO REPUTATION OR GOODWILL).

(2) EXCEPT FOR THE INDEMNIFICATION OBLIGATIONS IN SECTION 5(B) ABOVE, THE PORT AUTHORITY SHALL HAVE NO RESPONSIBILITY FOR ANY AND ALL RISKS OF LOSS OR DAMAGE TO PROPERTY OR INJURY TO OR DEATH OF PERSONS ARISING OUT OF THE PORT AUTHORITY'S AUTHORIZED USE OF THE TPEP SYSTEMS, TPEP DATA OR WEB PORTALS, THE TEXT MESSAGES SENT BY THE PORT AUTHORITY PURSUANT TO THIS MOU OR ANY WAY CONNECTED WITH OR RELATED TO THE

AUTHORIZATION GIVEN TO THE PORT AUTHORITY BY TLC UNDER THIS MOU.

Section 6. Contact

All notices in relation to this MOU shall be in writing, signed by a duly authorized representative of the Party giving such notice, and may be sent by U.S. mail, by email (in conjunction with fax or U.S. mail), or may be personally delivered to the following persons or their successors.

Cindi Davidson  
New York City Taxi and Limousine Commission  
(Title) Director of Policy and Governmental Affairs  
33 Beaver Street – 22<sup>nd</sup> Floor  
New York, NY 10004  
Tel. (212) 676-1180  
Email: davidsonc@tlc.nyc.gov

Ronnie Bendernagel  
The Port of New York and New Jersey  
(Title) Manager, Airport Access Programs  
225 Park Avenue South, 9<sup>th</sup> Floor  
New York, NY 10003  
Tel. (212) 435-3790  
Email: rbendern@panynj.gov

Section 7. Jurisdiction

This MOU shall be governed by and construed in accordance with the laws of the State of New York, irrespective of conflict of laws principles. The parties agree that any and all claims shall be heard and determined in either a Federal Court or State Court located in the City and County of New York.

Section 8. Non-liability of Party Representatives

No Commissioner, officer, agent, or employee of either Party shall be held personally liable under any provision of this Agreement or because of its execution or attempted execution or because of any breach or alleged breach hereof.

Section 9. Rights and Benefits

Nothing in this MOU is intended to diminish or otherwise affect the authority of any Party to carry out its statutory, regulatory or other official functions, nor is it intended to create any right or benefit, substantive or procedural, enforceable at law by any Party against the United States, its agencies or officers, state or local agencies or officers carrying out programs authorized under federal, state or local laws, or any other persons.

Section 10. Execution

By execution, delivery and performance of this MOU, each Party represents to the other that it has been duly authorized by all requisite action on the part of the Port Authority, the City and TLC, respectively. This MOU constitutes the legal, valid, and binding obligation of the Parties hereto.

Section 11. Entire Agreement

This MOU sets forth the entire agreement between the parties superseding all prior agreements and understandings, written or oral, and may be modified only through the mutual, written consent of both parties.

Section 12. Sign in Counterparts

This MOU may be signed in counterparts. The MOU shall be the sum of all its counterparts.

**IN WITNESS WHEREOF**, the parties hereto have executed this MOU on the dates indicated.

  
\_\_\_\_\_  
Meera Joshi  
Deputy Commissioner for Legal Affairs/General Counsel  
NYC Taxi and Limousine Commission

1/21/2012<sup>3</sup>  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Susan M. Baer  
Director, Aviation  
The Port Authority of New York  
and New Jersey

\_\_\_\_\_  
Date

Port Authority Use Only:	
Approval as to Terms:	Approval as to Form:

Approved as to Form

  
\_\_\_\_\_  
Acting Corporation Counsel 

Date: DEC 18 2012

Section 10. Execution

By execution, delivery and performance of this MOU, each Party represents to the other that it has been duly authorized by all requisite action on the part of the Port Authority, the City and TLC, respectively. This MOU constitutes the legal, valid, and binding obligation of the Parties hereto.

Section 11. Entire Agreement

This MOU sets forth the entire agreement between the parties superseding all prior agreements and understandings, written or oral, and may be modified only through the mutual, written consent of both parties.

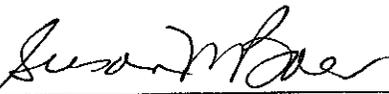
Section 12. Sign in Counterparts

This MOU may be signed in counterparts. The MOU shall be the sum of all its counterparts.

**IN WITNESS WHEREOF**, the parties hereto have executed this MOU on the dates indicated.

\_\_\_\_\_  
Meera Joshi  
Deputy Commissioner for Legal Affairs/General Counsel  
NYC Taxi and Limousine Commission

\_\_\_\_\_  
Date  
12/22/12  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Susan M. Baer  
Director, Aviation  
The Port Authority of New York  
and New Jersey

Port Authority Use Only	
Approval as to Terms:	Approval as to Form:
	

Approved as to Form

  
\_\_\_\_\_  
Acting Corporation Counsel



Date: DEC 18 2012

EXHIBIT A-1

NON-DISCLOSURE AGREEMENT

COMPLETE THIS EXHIBIT A-1 IF YOU ARE A DESIGNATED EMPLOYEE

SIGN AND DATE THIS DOCUMENT BELOW

I, \_\_\_\_\_, an employee of The Port Authority of New York and New Jersey ("PANYNJ"), am or will be assigned by my PANYNJ supervisor ("assignment") to send text messages to New York City medallion taxicab drivers in accordance with the Memorandum of Understanding dated \_\_\_\_\_ ("MOU") between the PANYNJ and the New York City Taxi and Limousine Commission ("TLC"), to which this Exhibit A-1 is attached. Under the MOU, the PANYNJ is authorized to access only the text messaging functions of the Taxicab Passenger Enhancements Program ("TPEP") System web portals ("Web Portals") solely for the purpose of sending text messages to medallion taxicab drivers in the event of taxicab shortages at the holding areas at John F. Kennedy International Airport and/or LaGuardia Airport ("Shortage of Taxis") and/or to report road conditions affecting travel to and from these airports ("Road Conditions").

I agree to the following obligations which shall commence upon the date of assignment:

1. For purposes of this agreement, the following terms shall have the following meanings;

(a) The term "Confidential Information" shall mean all tangible and intangible information in any way relating to the TPEP Systems and the Web Portals, including but not limited to: the TPEP Data; any information, data, databases, data compilations, designs, displays, graphics, formats, processes, and techniques available on the Web Portals; user names and passwords for accessing the Web Portals; and any other information and data designated by the TLC to be confidential and/or proprietary.

(b) The term "TPEP Data" shall mean all information and data captured by the TPEP Systems for each taxicab, whether current or historical, including but not limited to: previously sent text messages and information relating to the time of transmission and receipt thereof; trip or shift information; pick-up and drop-off locations for each trip; geographic location of on-duty taxicabs; fare and payment information; and content on passenger monitors.

2. I will not access and/or use the Web Portals, or use or disclose any Confidential Information, without obtaining the prior written consent of the TLC, for any purpose other than to send only text messages specified in Exhibit B hereto to medallion taxicab drivers to alert them of a Shortage of Taxis and/or to report Road Conditions.

3. I will use reasonable efforts to maintain the Confidential Information in strict confidence for time in perpetuity, which efforts shall include affording the Confidential Information at least the same degree of care that the PANYNJ uses to preserve the confidentiality of its own information of similar character, but in any event, at least a reasonable degree of care.

4. I will not be in violation of this agreement if upon the instructions of the PANYNJ, I disclose Confidential Information to the extent necessary to comply with a request for such Confidential Information pursuant to a court order, subpoena, or other validly issued order or notice of a court or administrative body, or other request pursuant to applicable law, rule or regulation, including the PANYNJ Freedom of Information Code. Upon the instruction of the PANYNJ, I will promptly notify the TLC of the receipt of such court order, subpoena, other validly issued order or notice, or other request in order to enable the TLC to seek protection of the Confidential Information from disclosure, and if requested by the TLC, at the instruction of the PANYNJ, I will provide reasonable cooperation to the TLC in its efforts to protect such Confidential Information from disclosure.

5. I will promptly notify the PANYNJ (or my PANYNJ supervisor during my employment) of any unauthorized disclosure of Confidential Information as soon as I become aware of such.

\_\_\_\_\_  
Signature

Date: \_\_\_\_\_

\_\_\_\_\_  
Print Name:

EXHIBIT A-2

NON-DISCLOSURE AGREEMENT

COMPLETE THIS EXHIBIT A-2 IF YOU ARE AN ADMINISTRATOR

SIGN AND DATE THIS DOCUMENT BELOW

I, \_\_\_\_\_, an employee of The Port Authority of New York and New Jersey ("PANYNJ"), am or will be assigned by my PANYNJ supervisor ("assignment") to be an Administrator for Port Authority staff accounts ("User Accounts) and to create usernames and passwords and to change passwords for such accounts in accordance with the Memorandum of Understanding dated \_\_\_\_\_ ("MOU") between the PANYNJ and the New York City Taxi and Limousine Commission ("TLC"), to which this Exhibit A-2 is attached. I shall have Group Administrator rights in the VeriFone Inc. web portal and the Creative Mobile Technologies, LLC web portal (the "VeriFone Web Portal" or "CMT Web Portal," respectively, or "Web Portal(s)") which provide access to the Taxicab Passenger Enhancements Program ("TPEP) Systems installed in the medallion taxicabs. I shall be responsible for assigning usernames and passwords and assigning and managing the User Accounts. In managing such accounts, I shall create, update and maintain a log of usernames and passwords for each of the PANYNJ employees who have been designated to access the Web Portals for the purposes of the MOU.

Under the MOU, the PANYNJ is authorized to access only the text messaging functions of the Web Portals solely for the purpose of sending text messages to medallion taxicab drivers in the event of taxicab shortages at the holding areas at John F. Kennedy International Airport and/or LaGuardia Airport ("Shortage of Taxis") and/or to report road conditions affecting travel to and from these airports ("Road Conditions").

I agree to the following obligations which shall commence upon the date of assignment:

1. For purposes of this agreement, the following terms shall have the following meanings;

(a) The term "Confidential Information" shall mean all tangible and intangible information in any way relating to the TPEP Systems and the Web Portals, including but not limited to: the TPEP Data; any information, data, databases, data compilations, designs, displays, graphics, formats, processes, and techniques available on the Web Portals; user names and passwords for accessing the Web Portals; and any other information and data designated by the TLC to be confidential and/or proprietary.

(b) The term "TPEP Data" shall mean all information and data captured by the TPEP Systems for each taxicab, whether current or historical, including but not limited to: previously sent text messages and information relating to the time of transmission and receipt thereof; trip

or shift information; pick-up and drop-off locations for each trip; geographic location of on-duty taxicabs; fare and payment information; and content on passenger monitors.

2. I shall afford the usernames and passwords and information in logs of usernames and passwords at least the same degree of care that the PANYNJ uses to preserve the security of its own usernames and passwords.
3. I will not access and/or use the Web Portals, or use or disclose any Confidential Information, without obtaining the prior written consent of the TLC, for any purpose other than to send only text messages specified in Exhibit B hereto to medallion taxicab drivers to alert them of a Shortage of Taxis and/or to report Road Conditions.
4. I will use reasonable efforts to maintain the Confidential Information in strict confidence for time in perpetuity, which efforts shall include affording the Confidential Information at least the same degree of care that the PANYNJ uses to preserve the confidentiality of its own information of similar character, but in any event, at least a reasonable degree of care.
5. I will not be in violation of this agreement if upon the instructions of the PANYNJ, I disclose Confidential Information to the extent necessary to comply with a request for such Confidential Information pursuant to a court order, subpoena, or other validly issued order or notice of a court or administrative body, or other request pursuant to applicable law, rule or regulation. Upon the instruction of the PANYNJ, I will promptly notify the TLC of the receipt of such court order, subpoena, other validly issued order or notice, or other request in order to enable the TLC to seek protection of the Confidential Information from disclosure, and if requested by the TLC, at the instruction of PANYNJ, I will provide reasonable cooperation to the TLC in its efforts to protect such Confidential Information from disclosure.
6. I will promptly notify the PANYNJ (or my PANYNJ supervisor during my employment) of any unauthorized disclosure of Confidential Information as soon as I become aware of such.

\_\_\_\_\_  
Signature

Date: \_\_\_\_\_

\_\_\_\_\_  
Print Name:

## EXHIBIT B

The following text messages, and only the following text messages, may be used when sending text messages to medallion taxicabs under the situations listed below. When one of the events listed below occurs, identical text messages using one of the following messages must be sent concurrently to taxicabs within a specified radius of JFK and a specified radius of LGA as set forth in Exhibit C hereto by accessing both the VeriFone Web Portal and the CMT Web Portal.

**In the event of a Shortage of Taxicabs at JFK and/or LGA**, select appropriately from the following text messages to taxicabs:

1. "JFK Airport – Fare Opportunity. The JFK Central Taxi Hold is currently empty."
2. "LGA Airport – Fare Opportunity. The LGA Central Taxi Hold is currently empty."

In the event of the need to report Road Conditions affecting travel to and from JFK and/or LGA, select appropriately from the following text messages to taxicabs:

3. "Heavy traffic on Van Wyck Expressway. Please use JFK Expressway to reach JFK Airport."
4. "Heavy traffic on JFK Expressway. Please use Van Wyck Expressway to reach JFK Airport."
5. "Heavy traffic on the Westbound Grand Central Parkway Entrance to LGA. Please use the 82<sup>nd</sup> Street entrance to reach LGA Airport."
6. "Heavy traffic on the Grand Central Parkway at Exit 7. Please use Ditmars Boulevard to 102<sup>nd</sup> Street to reach LGA Airport."
7. "Heavy traffic on 102<sup>nd</sup> Street. Please use 94<sup>th</sup> Street to reach LGA Airport."

## EXHIBIT C

The authorized text messages set forth in this MOU and Exhibit B hereto must be sent only to medallion taxicabs within the radius of JFK specified in this Exhibit C and within the radius of LGA specified in this Exhibit C, and to no other radii of JFK and LGA than as specified herein.

The authorized text message must be sent to medallion taxicabs within a radius of thirteen (13) miles of JFK and within a radius of five (5) miles of LGA.

