NEW YORK STATE THRUWAY AUTHORITY
NEW YORK STATE CANAL CORPORATION

Network Connection Agreement with Outside Entity

This Network Connection Agreement with Outside Entity (hereinafter "Agreement") is made this _____ day of _____, 2008 by and between the New York State Thruway Authority (hereinafter "Authority"), a public corporation organized and existing pursuant to Article 2, Title 9 of the New York State Public Authorities Law, as amended, whose principal office is located at 200 Southern Boulevard, Albany, New York 12209 (Mailing Address: P.O. Box 189, Albany, New York 12201-0189), and *[insert name of Outside Entity]* (hereinafter "Outside Entity"), a *[insert organizational form - e.g. not-for-profit, corporation, partnership, LLC, LLP, etc.]* duly organized and existing under the laws of the State of *[insert state]*, having its principal office at *[insert address]*.

WHEREAS, the Authority is statutorily responsible for financing, constructing, reconstructing, improving, developing, maintaining and operating a 570-mile superhighway system known as the Thruway; and

WHEREAS, in furtherance of these responsibilities, the Authority has installed closed-circuit television (CCTV) cameras at various locations across the Thruway system to better enable Authority personnel to detect traffic incidents and monitor traffic conditions, and thereby provide more accurate traffic information to motorists; and

WHEREAS, Outside Entity, as part of its regular programming, provides its audience with real-time traffic reports; and

WHEREAS, the Authority is desirous of allowing Outside Entity to make an external connection to the Authority's data communications network in order to receive Authority CCTV images and Outside Entity is desirous of making such an external connection to the Authority for the purposes of receiving such images and providing them as part of its real-time traffic reporting.

NOW, THEREFORE, the parties hereto do agree as follows:

ARTICLE I – NETWORK CONNECTIONS AND SECURITY

Section 1.1 - Use of Network Connection

A. Outside Entity shall utilize its external connection to the Authority's data communications network ("Network Connection") to access only that Authority information set forth in the External Network Connection Request Form (Attachment 1) and shall use all such information obtained solely for the business purposes set forth in such Form and this Agreement.

B. Outside Entity's Network Connection shall at all times during the term of this Agreement be in compliance with the Authority's Network Connection Requirements for Closed-Circuit Television (Attachment 2).

C. Outside Entity shall promptly notify the Authority in writing whenever, in Outside Entity's opinion, a change in the connection and/or functional requirements of the Network Connection is desirable.

D. Outside Entity shall ensure that all of its employees and contractors that will have access to the Network Connection are apprised of and will comply with the terms of this Agreement.

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ARTICLE II – TIME AND MANNER OF PERFORMANCE

Section 2.1 - Term
This Agreement shall commence on the date first above written and shall remain in effect until terminated by either party.

Section 2.2 - Termination
The Authority shall have the right, in its sole discretion, to postpone, suspend, abandon or terminate this Agreement at any time and for any reason, and such action shall in no event be deemed a breach of contract. Outside Entity may terminate this Agreement by providing not less than thirty (30) days prior written notice to the Authority, which notice will specify the effective date of termination.

Section 2.3 - Payment of Costs
Outside Entity shall be responsible for all costs associated with establishing and maintaining the Network Connection including, but not limited to, hardware, phone charges, telecommunications equipment and personnel.

Section 2.4 – Use of Real Property
If Outside Entity must utilize Authority real property in order to establish the Network Connection, Outside Entity must apply for and receive from the Authority all applicable permits for the use of such real property.

Section 2.5 - Subcontracting
Outside Entity may, with the prior written approval of the Authority, utilize subcontractors to perform the work necessary to physically establish the Network Connection. Prior to awarding any work to a subcontractor, Outside Entity shall submit to the Authority a written statement containing the proposed work subcontractor is to perform, the qualifications of subcontractor to perform such work, and such other information as the Authority may require. If the Authority approves the use of a subcontractor, Outside Entity shall incorporate all of the terms of this Agreement into its contract with the subcontractor and shall pay subcontractor for work performed pursuant to such contract promptly. Outside Entity shall be fully responsible to the Authority for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, just as Outside Entity is fully responsible to the Authority for the acts and omissions of persons directly employed by Outside Entity. Nothing contained in this Agreement shall create any contractual relationship between a subcontractor and the Authority.

ARTICLE III – LIABILITY, DATA SHARING REQUIREMENTS AND WARRANTIES

Section 3.1 – Limitation on Authority Liability
The Authority is providing this Network Connection and CCTV systems data as a convenience to the public and under no circumstances shall the Authority, the State of New York, or their officers, employees, agents, subsidiaries or affiliates be liable for any direct, indirect, special, consequential, incidental, punitive or exemplary damages, including, without limitation, lost profits, loss of business, business interruption, loss of data or other similar damages, that result in any way from Outside Entity's reliance on, use of or inability to use the Network Connection or CCTV systems data or any part thereof, or that result from mistakes, omissions, interruptions, deletion of files, errors, defects, delays in operation, or transmission, or any failure of performance. This limitation on the Authority's and State of New York's liability shall be deemed to apply to all causes of action and all legal theories, without regard to whether the damages arise from breach of contract, breach of warranty, negligence or other tort, or any other cause of action, however stated.

Section 3.2 - Indemnification
Outside Entity shall be responsible for all damage to life and property due to negligent or otherwise tortious acts, errors or omissions of Outside Entity in connection with the installation or use of the Network Connection

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pursuant to this Agreement or Outside Entity's use of any information obtained through such Connection. Further, it is expressly understood that Outside Entity shall indemnify and save harmless the Authority and/or the State of New York, as their interests may appear, from claims, suits, actions, damages, and costs of every name and description resulting from Outside Entity's negligent or otherwise tortuous acts, errors or omissions in connection with the installation or use of the Network Connection pursuant to this Agreement or Outside Entity's use of CCTV systems data or any information obtained through such Connection, and such indemnity shall not be limited by reason of any insurance coverage. However, Outside Entity shall not be required to indemnify the Authority for that portion of any claim, suit, action, damage or cost which arises due to the negligent act or omission of the Authority and shall not be required to indemnify the State of New York for that portion of any claim, suit, action, damage or cost which arises due to the negligent act or omission of the State. The provisions of this section shall survive the expiration or termination of this Agreement.

Section 3.3 – CCTV Systems Data Sharing Requirements

A. The Authority shall have complete control over its CCTV systems data that is provided to Outside Entity.

B. The Network Connection will allow Outside Entity to access data feeds, in a digital video and/or still images format, from the Authority CCTV cameras that are indicated in the Application for Traffic Camera Broadcast, which is attached hereto and made a part of this Agreement (Attachment 3). The Authority, in its discretion, determines the operation, maintenance and repair schedule for these cameras and therefore some or all of the cameras may not be available to Outside Entity for viewing and/or broadcast at any time.

C. The Authority may stop transmission of its CCTV systems data at any time without prior notice to or the approval of Outside Entity.

D. Outside Entity shall utilize the CCTV systems data that it receives from the Authority only for the purposes of providing its audience with real time traffic reports.

E. When broadcasting CCTV systems data that it receives from the Authority, Outside Entity shall at the direction of the Authority overlay onto such data identifying images/logos provided by the Authority.

F. Outside Entity shall not disseminate the CCTV systems data it has received from the Authority to any third party without the prior written consent of the Authority. The Authority hereby consents to allowing Outside Entity to display Authority CCTV systems data on Outside Entity's website. *[Further, the Authority hereby consents to allowing Outside Entity to disseminate the CCTV systems data it has received from the Authority to the following subsidiaries and affiliates of Outside Entity for the purposes of providing the viewers of such subsidiaries and affiliates with real time traffic reports:___. Outside Entity shall incorporate all of the terms of this Agreement into its contract with such subsidiaries and affiliates. Outside Entity shall be fully responsible to the Authority for the acts and omissions of its subsidiaries and affiliates, and of persons either directly or indirectly employed by them, just as Outside Entity is fully responsible to the Authority for the acts and omissions of persons directly employed by Outside Entity.]*

G. Outside Entity shall not attempt to utilize CCTV systems data it has received from the Authority to obtain personally identifying information. Further, Outside Entity shall not disseminate CCTV systems data it has received from the Authority that contains personally identifying information to any third party under any circumstances. For purposes of this Agreement, personally identifying information shall mean any data that: identifies an individual – whether driver, passenger or bystander; identifies the license plate of a vehicle; identifies the contents of the enclosed interior of a passenger vehicle; or tracks the individual travel pattern of a specific vehicle.

H. Outside Entity shall not record any CCTV systems data it has received from the Authority, except as provided herein. Outside Entity may record CCTV systems data for the sole purpose of including such

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images as part of real time traffic reporting provided by Outside Entity within a 24-hour period of creating such recording provided that Outside Entity must destroy any such recording within 24 hours of its creation.

I. The Authority's transmission of CCTV systems data to Outside Entity shall not convey to Outside Entity any right to or interest in such systems data and the Authority shall retain all right and title to such systems data at all times.

J. Outside Entity's receipt of CCTV systems data from the Authority pursuant to this Agreement shall be non-exclusive and the Authority may provide the same to other entities.

Section 3.4 – Disclaimer of Warranties
The CCTV systems data that the Authority will provide pursuant to this Agreement is provided "as is" and "as available" without warranties of any kind, either express or implied. The Authority does not make and expressly disclaims all warranties and representations of any kind, whether express or implied, including, but not limited to, any warranties (i) of merchantability, fitness for a particular purpose, workmanlike effort, quality, accuracy, timeliness, completeness, or quiet enjoyment; or (ii) that access to or use of the Network Connection, CCTV systems data or any part thereof will be uninterrupted, error or defect free, free of viruses or other harmful code, or secure, or that problems will be corrected even if the Authority is on notice of such problems.

ARTICLE IV – MISCELLANEOUS

Section 4.1 – Non-Assignment Clause
This Agreement may not be assigned by Outside Entity nor may its right, title or interest therein be assigned, transferred, conveyed, subcontracted, sublet or otherwise disposed of without the previous consent, in writing, of the Authority and any attempts to assign the contract without the Authority's written consent are null and void.

Section 4.2 – Governing Law
This Agreement shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.

Section 4.3 – Observance of Laws
Outside Entity agrees to observe all Federal, State and local laws and regulations, and to procure all necessary licenses and permits.

Section 4.4 – Notices
Any notices permitted or required to be given hereunder shall be in writing and shall be delivered personally, or sent by overnight courier or by registered or certified mail, return receipt requested, and addressed to the persons specified below:

Authority: Supervisor of Communications
New York State Thruway Authority
200 Southern Boulevard
Albany, New York 12209

Outside Entity: [insert title and address]

Section 4.5 – No Waiver of Provisions
The Authority's failure to exercise or delay in exercising any right or remedy under this Agreement shall not constitute a waiver of such right or remedy or any other right or remedy set forth therein. No waiver by the Authority of any right or remedy under this Authority shall be effective unless made in a writing duly executed by an authorized officer of the Authority, and such waiver shall be limited to the specific instance so written and

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shall not constitute a waiver of such right or remedy in the future or of any other right or remedy under this Agreement.

Section 4.6 – Severability Clause
If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall not be affected, but shall remain binding and effective as against all parties hereto.

Section 4.7 – Entire Agreement
This Agreement, together with any appendices, attachments, schedules or exhibits, constitutes the entire understanding between the parties and there are no other oral or extrinsic understandings of any kind between the parties. This Agreement may not be changed or modified in any manner except by a subsequent writing, duly executed by the parties thereto.

Section 4.8 - Attachments Incorporated by Reference
Outside Entity agrees to comply with all of the terms and conditions set forth in Attachments 1, 2 and 3 which are attached hereto and expressly made a part of this Agreement as fully as if set forth at length herein.

Attachment 1 – External Network Connection Request (TA-N3521-9)

Attachment 2 – Network Connection Requirements for Closed-Circuit Television (TAP-372A)

Attachment 3 – Application for Traffic Camera Broadcast (TA-W6800)

IN WITNESS WHEREOF, the parties hereto executed this Agreement on the date first above written. Each party warrants and represents that its respective signatories whose signatures appear below have been and are on the date of signature duly authorized to execute this Agreement.

_____ ("Outside Entity")	New York State Thruway Authority/ Canal Corporation ("Authority")
Name of Organization	
_____	_____
Authorized Signature	Michael R. Fleischer, Executive Director
_____	_____
Name (Print)	Date
_____	
Date	

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ATTACHMENT 1

EXTERNAL NETWORK CONNECTION REQUEST

New York State Thruway Authority • New York State Canal Corporation

With assistance from the Network Services team, the Authority/Corporation employee acting as the Outside Entity Sponsor completes Parts 1 through 3 and forwards the completed form to the IT Manager of Network Services in the Department of Information Technology (IT). See the GUIDELINES FOR REQUESTING AN EXTERNAL NETWORK CONNECTION (TA-N3521-9A) and the NETWORK CONNECTION REQUIREMENTS (TAP-372) for additional information.

Part 1 — Authority/Corporation Sponsor Information

Name _____ Department _____

Physical Location/Building _____ Phone No. ( ) -

Email Address _____

Department Head _____ Manager/Supervisor's Name _____

Alternate Contact

Name _____ Department _____

Physical Location/Building _____ Phone No. ( ) -

Email Address _____

Department Head _____ Manager/Supervisor's Name _____

Part 2 — Business Justification

A. Business Reason for Connection

What is the desired end result? A statement about the business needs of the proposed connection is required (attach additional sheets if necessary).

B. What type of work will be done over the Network Connection? What applications will be used?

C. In which direction will data be passed?

☐ Authority/Corporation to Outside Entity ☐ Outside Entity to Authority/Corporation
☐ Two-way information sharing ☐ Data passed to third party

D. Which entity owns the data to be shared?

☐ Authority/Corporation ☐ Outside Entity ☐ Both Authority/Corporation and Outside Entity

E. Sensitivity and confidentiality of the data as determined by the owner (check all that apply):

☐ Sensitive ☐ Confidential ☐ Not sensitive or confidential

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EXTERNAL NETWORK CONNECTION REQUEST

Part 2 Business Justification (continued)

F. Which party will pay for the data connection and associated hardware?

☐ Authority/Corporation ☐ Outside Entity ☐ Each party will pay for connection and associated hardware at its own site

G. If payment is to be made by the Authority/Corporation, provide the following budget information:

Account Number:_____ Job Number:_____

H. Estimated number of hours of use each week?

☐ 1-20 ☐ 21-40 ☐ More than 40 hours

I. Anticipated normal hours of use?

☐ Monday - Friday 8:00 am - 5:00 pm Eastern Time ☐ Other (specify):_____

J. Is the data to be received critical to the recipient's business functions?

☐ Yes ☐ No

K. What is the requested installation date (minimum lead time is 60 days)? _____
(MM/DD/YYYY)

L. For what period of time is the connection needed?

☐ Up to 6 months ☐ 6 to 12 months ☐ More than 12 months

NOTE: If a connection is needed for more than a year, the Sponsor must annually:

- Review the Connection Agreement; and
- Ensure that Outside Entity generates and sends the Authority/Corporation a report showing which Outside Entity employees have access to the connection.

M. Has Outside Entity entered into a Personal Services Contract, Engineering Services Agreement or other form of agreement which contains the Authority/Corporation's boilerplate language relative to external connections, confidentiality/non-disclosure of confidential information, and liability/indemnification?

☐ Yes (indicate when, and with whom, and provide contract/agreement's "C" or "D" number):

_____

☐ No

N. Other useful information

Part 3 Outside Entity Information

Name of Outside Entity: _____ Main Phone No: ( ) -

Main Office Address: _____

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EXTERNAL NETWORK CONNECTION REQUEST

Part 3 Outside Entity Information (continued)

A. Provide the name and contact information for the Outside Entity designated contact person(s).

	Management Contact	Alternate Contact	Technical Contact
Name			
Department			
Address			
Email Address			
Phone Number			
Manager's Name			
Manager's Phone Number			

Technical Support Hours: _____ Host name(s): _____

Domain name(s): _____ _____

B. If the application being accessed over this connection requires a usercode, please list the name and contact information for all Outside Entity employees and contractors who will have access (attach additional sheets if necessary).

	Name (Last, First, MI)	Phone	Email
User 1			
User 2			
User 3			
User 4			
User 5			

C. Other useful information

Network Connection Requested By:

_____ _____
Signature of Authority/Corporation Sponsor Date

Part 4 APPROVALS

If approved, sign, date and forward to the next person listed. Once all approvals are received, return to the Sponsor, with a copy to the IT Manager of Network Services. If disapproved, sign, date, provide brief explanation (attach additional sheets if necessary) and return to Sponsor.

☐ Approved ☐ Disapproved _____ _____
Authority/Corporation IT Manager of Network Services Date

Comments: _____

☐ Approved ☐ Disapproved _____ _____
Authority/Corporation IT Director of Systems Management Date

Comments: _____

☐ Approved ☐ Disapproved _____ _____
Authority/Corporation Information Security Officer Date

Comments: _____

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NETWORK CONNECTION REQUIREMENTS FOR CLOSED-CIRCUIT TELEVISION

A. Permissible Access

The Authority will limit access to a Network Connection to those services and devices (hosts, routers, etc.) needed. Blanket access will not be provided.

The Authority does not allow a Network Connection to be used as Outside Entity's Internet connection.

B. Connectivity Options

The following connectivity options are the standard methods of providing an Outside Entity with an external connection to the Authority's data communications network ("Network Connection"). Anything that deviates from these standard methods must be approved in advance by the Authority.

1) Fiber.
2) Leased Circuit.
3) Internet.

C. Current Software Versions Required

Outside Entity must, for all computers it utilizes for a Network Connection, employ software versions that are currently supported by the software manufacturer; Outside Entity must apply all available security updates and hot fixes for that software in a timely fashion.

All Outside Entity software and firmware utilized for a Network Connection must be kept up to date, especially with patches that fix security vulnerabilities.

D. Virus Protection

Outside Entity must install and enable anti-virus software on all computers utilized for a Network Connection and keep such virus definition files up to date.

E. Protection of Authority Information and Resources

The Authority will implement all security measures it determines appropriate to protect the integrity and confidentiality of Authority confidential information.

The Authority will implement appropriate "Access Control Lists" (ACLs) on the Authority network devices to which the Outside Entity sites are connected. The ACLs will restrict access to pre-defined hosts within the internal Authority network.

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In the event the Authority agrees to loan to Outside Entity certain Authority equipment and/or software ("Authority-owned Equipment") to facilitate the Network Connection, the Authority will provide Outside Entity with enable-level access only to those Outside Entity employees necessary to the installation, operation and maintenance of the Network Connection. All other Outside Entity employees will have restricted access/read-only access to the routers at their site and will not be allowed to make configuration changes.

Outside Entity shall be solely responsible for providing the appropriate security measures to ensure protection of its internal network and information. The Authority shall not have any responsibility for ensuring the protection of Outside Entity information.

F. Security Incident Notification and Resolution

Outside Entity is responsible for notifying the Authority upon discovery of any security incident that may threaten or compromise the confidentiality, integrity or availability of Authority information or network infrastructure. Outside Entity shall, at a minimum, report the following to the Authority: 1) successful or unusually persistent attempts to gain unauthorized information or system access; 2) presence of malicious code that has a widespread impact throughout Outside Entity's network infrastructure; 3) a known or suspected denial of service attack; and 4) scans and probes that precede or are related to a security incident listed above.

Once it has resolved the security incident, Outside Entity must also report the following to the Authority: 1) attack source details – IP address, method, vulnerability exploited, etc.; 2) the specific effects (i.e., loss, damage, destruction, modification, disclosure) on systems, accounts or information assets resulting from the threat or compromise; and 3) actions taken to remediate the security incident.

G. Audit and Review of Outside Entity Network Connections

The Authority shall have the right at all times to monitor all aspects of Network Connections. The Authority will employ automated tools to accomplish monitoring tasks where practicable. The Authority will generate an annual report on its authentication database showing the specific Outside Entity login entries and distribute such reports to appropriate Authority personnel for review. The Authority will periodically audit Network Connections and distribute such audits to appropriate Authority personnel for review.

The Authority will review all Network Connections on an annual basis and update or terminate such Connections when appropriate.