



NOTICE IS HEREBY GIVEN that a special meeting of the Board of Directors of the Eagle Valley Transportation Authority d/b/a Core Transit, Eagle County, Colorado, has been scheduled to take place on zoom Friday, April 3, 2026 beginning at 5:15pm  
The agenda for the meeting follows.

The Core Transit Board welcomes everyone to its meetings. This meeting will be in zoom only.

[Please click here to join the zoom meeting.](#)

### **SPECIAL MEETING AGENDA**

1. Call to Order – 5:15pm
  - a. Roll Call
2. Consideration of Changes and approval of agenda
3. Board Comment
4. Public Comment – 5:20pm  
*Comments from the public are welcomed during public comment for any topics with the Authority's purview not included in the business agenda. Please state your name & community of residence. Please limit public comments to three minutes or less per individual. If the public is unable to attend the meeting, public comment can be shared via email at [Board@coretransit.org](mailto:Board@coretransit.org).*
5. Clever Devices Single Source Resolution & Contract

### **ADJOURNMENT**

6. Adjournment – 5:45pm

*The next regular meeting of the Core Transit Board will be held Wednesday, April 8, 2026, at 6:00pm, in the Avon Council Chambers.*

## YOUR BOARD MEMBERSHIP

### **Core Transit Board**

Rich Carroll, Chair | Town of Avon

Jeanne McQueeney, Vice Chair | *Eagle County*

Dave Eickholt | *Beaver Creek Metro*

Bryan Woods | *Town of Eagle*

Earle Bidez | *Town of Minturn*

Garrett Alexander | *Town of Red Cliff*

Kim Langmaid | *Town of Vail*

### **Core Transit Board Alternates**

Kevin Hyatt | *Town of Avon*

Ray Shei | *Beaver Creek Metro*

Matt Scherr | *Eagle County*

Scott Schreiner | *Town of Eagle*

Brian Rodine | *Town of Minturn*

Duke Gerber | *Town of Red Cliff*

Barry Davis | *Town of Vail*

## ACCESSIBILITY INFORMATION

### **Posting Certification:**

I hereby certify that a copy of the foregoing Notice of Regular Meeting was, by me personally, posted to the Core Transit Website ([coretransit.org](http://coretransit.org)) at least twenty-four (24) hours prior to the meeting to meet the open records meeting law requirement of full and timely notice pursuant to Section 24-6-402(2)(c)(I), C.R.S..

/s/ Amy Burford



**To:** The Eagle Valley Transportation Authority d/b/a Core Transit Board

**From:** Lance Trujillo, Director of Innovation and Information Technology

**Meeting Date:** April 3, 2026

**SUBJECT:** 2026 Clever Devices' Hardware Warranty Software Maintenance Agreement and Database Services & Resolution

**RECOMMENDED ACTION:** Approve resolution 2026-02: A Resolution Approving a Single Source Contract With Clever Devices, Inc.

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## **BACKGROUND:**

Clever Devices provides Core Transit's primary Intelligent Transit System (ITS), which supports both daily operations and the rider experience. This system includes onboard hardware and software across the fixed-route fleet, enabling real-time bus tracking, communication with operators, performance monitoring, passenger counting, and reporting for both internal use and external agencies. Riders also benefit from live bus tracking that shows vehicle location, schedule, and capacity.

This proposed project stems from a system-wide needs assessment completed in fall 2025, which identified necessary upgrades to improve reliability, replace aging tools, and address staff and operational challenges. The results of this assessment were presented to the board in our March 2026 public meeting.

The proposed five-year agreement with Clever Devices will:

- Provide five years of support, hardware warranty, and software services under a single contract, reducing administrative burden and overall cost
- Guarantee pricing for five years for consistent financial planning
- Upgrade equipment on 18 buses to meet current hardware and software standards



- Replace outdated scheduling and ridership reporting tools with modern, more reliable applications that are integrated with Clever already
- Introduce a disruption management tool to improve communication during route changes and service impacts
- Bundle existing services with new enhancements to achieve overall cost savings
- New enhancements will address many concerns identified by operators and operations staff
- Enhance our rider experience with more accurate public information and alerts

On April 2, staff learned that Clever Devices has announced that it is being acquired by Hitachi Rail. Staff have reviewed the contract terms in light of this pending transaction and believe the agreement contains strong provisions related to assignment, performance, and termination that provide adequate protection to the Authority in the event of changes in ownership or service delivery. Staff will continue to monitor the transition and engage with Clever Devices as needed to ensure continuity of service. Staff are prepared to address any questions from the Board regarding this acquisition and its potential impacts at the meeting.

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### **FINANCIAL CONSIDERATIONS:**

The 2026 cost for this project is \$275,072.45, which is included in the Board-approved 2026 capital budget.

The total cost of the five-year agreement, covering 2026 through 2031, is \$1,691,204.00.

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### **ATTACHMENTS:**



1. Resolution 2026-2 A Resolution Approving a Single Source Contract With Clever Devices
2. Clever Devices' Hardware Warranty Software Maintenance Agreement and Database Services to Eagle Valley Transit Authority (Core Transit) for Five (5) Year (with exhibits)

## **EAGLE VALLEY TRANSPORTATION DISTRICT**

### **RESOLUTION NO. 2026-02**

#### **A RESOLUTION APPROVING A SINGLE SOURCE CONTRACT WITH CLEVER DEVICES, INC.**

Eagle Valley Transportation Authority (“Authority”) was created by that certain Eagle Valley Transportation Authority Intergovernmental Agreement by and among Beaver Creek Metropolitan District; Town of Avon, Colorado; Eagle County, Colorado; Town of Eagle, Colorado; Town of Minturn, Colorado; Town of Red Cliff, Colorado; and Town of Vail, Colorado, dated as of September 1, 2022 (the “Authority IGA”), providing for the establishment of the Authority as a Colorado regional transportation authority pursuant to the Regional Transportation Law, Title 43, Article 4, Part 6, Colorado Revised Statutes, as amended; and

WHEREAS, pursuant to Section 43-4-604(3)(c), C.R.S., the Board of Directors of the Authority (“Board”) has the power to make and pass orders and resolutions necessary for the government and management of the affairs of the Authority and the execution of the powers vested in the Authority; and

WHEREAS, the Authority has adopted a Procurement Policy which allows for single source contracts for purchasing services from one vendor, when doing so allows the Authority to negotiate more favorable terms, reduces the administrative overhead required to research products and negotiate prices with multiple vendors, and/or results in receiving a better quality of goods or services; and

WHEREAS, Clever Devices, Inc. (“Clever Devices”) currently provides applications and support for an Intelligent Transit System to EVTA, and previously provided such services to Eagle County ECO Transit; and

WHEREAS, EVTA owns the licensing, software and hardware provided by Clever Devices, Clever Devices was previously approved to provide these services as a single source supplier, and the proposed contract is a renewal of the existing arrangement; and

WHEREAS, the Board hereby finds and determines that single source authorization is appropriate and necessary based on the need for continuity of operations.

NOW THEREFORE, BE IT RESOLVED by the Board of Directors of the Eagle Valley Transportation Authority as follows:

1. Incorporation of Recitals and Single Source. The Recitals above are incorporated herein and confirmed as providing support for selection of Clever Devices as a single-source contractor.

2. Approval of Agreement and Authorization. The Board approves the Clever Devices' Hardware Warranty Software Maintenance Agreement and Data Base Services, including Exhibit A (Agreement for Professional Services), Exhibit B (Proposal for Hosted Environment), and Exhibit C (Software as a Service Agreement) (collectively, the "Agreement") attached hereto as **Attachment 1** and incorporated herein by this reference. The Executive Director is authorized to execute the Agreement and take all other action necessary to engage Clever Devices to provide the services and hardware contemplated therein.

3. Severability. If any part, section, subsection, sentence, clause or phrase of this Resolution is for any reason held to be invalid, such invalidity shall not affect the validity of the remaining provisions.

4. Effective Date. This Resolution shall take effect and be enforced immediately upon its approval by the District Board.

ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2026.

EAGLE VALLEY TRANSPORTATION  
AUTHORITY

\_\_\_\_\_  
Rich Carroll, Board Chair

ATTEST:

\_\_\_\_\_  
Amy Burford, Secretary

**Attachment 1**  
**Master Agreement**

[Attached]

CLEVER DEVICES'  
HARDWARE WARRANTY  
SOFTWARE MAINTENANCE AGREEMENT  
AND  
DATABASE SERVICES  
TO  
EAGLE VALLEY TRANSIT AUTHORITY (CORE  
TRANSIT)  
FOR  
FIVE (5) YEAR

MARCH 31, 2026

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## DEFINITIONS

As used in this Agreement, the following capitalized terms shall have the meanings set forth below:

| TERM  | DEFINITION  |
|---|---|
| <b>"Additional Services"</b>                        | Any future service not defined in this Agreement or included in the Statement of Work or Scope of Work.   |
| <b>"Agreement"</b>                                  | Means this Hardware Warranty and Software Maintenance Agreement, consisting of the signature pages, the Terms and Conditions, all exhibits, annexes, appendices, addenda and schedules, and each Amendment, if any.                         |
| <b>"Bench Fee"</b>                                  | The fee that is charged to a Customer to perform non-warranty repairs.  |
| <b>"Beneficial Use"</b>                             | Software and Hosting: Upon the successful completion of mini-fleet testing.<br><br>Hardware: Upon successfully passing installation Acceptance Test Procedure (ATP)<br><br>Software only: Completion of software installation and training. |
| <b>"Cloud Hosting" or "Hosted Solution"</b>         | Those applications that Clever Devices hosts on its servers and / or cloud service providers' server as part of the overall ITS solution.   |
| <b>"COTS" or "Commercial Off-The-Shelf"</b>         | Equipment or software which are then adapted to satisfy the needs of a Customer Solution  |
| <b>"Customer"</b>                                   | Refers to the Transit Authority who is a party to this Agreement.   |
| <b>"End of Life" or "EoL"</b>                       | The date at which time a product (software or hardware) will be discontinued from availability.   |
| <b>"End of Sale"</b>                                | The First phase of product discontinuance where the product is no longer available for purchase as a new purchase. The product will be available only for the use of repair or replacement.   |
| <b>"End of Service Life" or "EoSL"</b>              | The date at which time service and/or support will no longer be available on a product.   |
| <b>"General Field Service Rates"</b>                | Rates for services not covered under a service agreement.   |
| <b>"Hardware Product(s)"</b>                        | Means the Clever Devices' goods provided to Customer per the initial agreement between Customer and Clever Devices.   |
| <b>"Hardware Warranty"</b>                          | It is the repair or replacement of returned faulty hardware during the specified Warranty Period. This applies to onboard equipment provided by Clever Devices.   |
| <b>"Incident Priority"</b>                          | Priority of an issue based on the impact of the issue.  |
| <b>"Intelligent Transportation System" or "ITS"</b> | The Hardware and software comprising the Clever Devices solution deployed at Customer.  |
| <b>"IT INFRASTRUCTURE LIBRARY" OR "ITIL"</b>        | A framework of best practices for delivering IT Services.   |
| <b>"Maintenance"</b>                                | Support services that are provided above or in addition to the Warranty   |
| <b>"Maintenance Period"</b>                         | The duration of the maintenance subject to the terms and conditions as specified in Section 3.2 of this Agreement.  |

|   |   |
|---|---|
| <b>"Maintenance Window" or "Maintenance Outage:"</b>                      | The period of time, agreed to by both the Customer and Clever Devices, where systems and/or applications are unavailable so that they may be updated or maintained.   |
| <b>"No Problem Found" or "NPF"</b>  | A fully functional product with no need for repair.   |
| <b>"Non-Warranty Repairs"</b>   | Any causes defined in the Agreement as not covered by the Hardware Warranty.  |
| <b>"Non-Warranty Product" or "Non-Warranty Parts"</b>                     | Are products or parts provided that are not covered under this Agreement or any other existing agreement between Clever Devices and Customer.   |
| <b>"OEM Equipment"</b>  | That equipment that is not manufactured by Clever Devices. Clever Devices may, provide OEM equipment as part of the solution to the Customer. All equipment provided by Clever Devices to the OEM are considered OEM equipment for the purpose of installation and the initial warranty period. |
| <b>"OEM Warranty"</b>   | The warranty statement/agreement from OEM Equipment.  |
| <b>"Owner of Failure"</b>   | Determination of responsible for product fault based on diagnostics.  |
| <b>"Priority 1 Issue" or "P1" or "Safety"</b>                             | A technical issue that is related to passenger and operator safety. The scope of the issue affects the entire system, multiple locations or a single user.  |
| <b>"Priority 1 Issue" or "P1" or "Critical Issue"</b>                     | Any event or combination of events which causes 100% loss, outage or availability of the infrastructure, or hosted service and there is no viable workaround and affects the Customer's ability to use any of the contracted Services and/or Solutions.   |
| <b>"Priority 2 Issue" or "P2" or "Major Issue"</b>                        | Any event or combination of events which causes partial loss, outage, or availability, resulting in serious degradation of Infrastructure Device or hosted service which partially prevents the use of contracted Service or some of its features.  |
| <b>"Priority 3 Issue" or "P3" or "Minor Issue"</b>                        | Impaired performance of any specific infrastructure device, application or vehicle subsystem which affects the performance of the contracted Service but does not prevent normal use with some limitations or finding alternate options.  |
| <b>"Priority 4 Issue" or "P4" or "Informational Issue"</b>                | Device/Service is functioning properly, unrelated to performance of the equipment, application, or Service.   |
| <b>"Remote Support"</b>   | Any support in which Clever Devices accesses the Customer's system or network using a secure Virtual Private Network (VPN) connection.  |
| <b>"Resolution Tracking Number" or "Case Number" or "Incident Number"</b> | A categorized number assigned to a particular defect in the issue-tracking system. Any support in which Clever Devices accesses the Customer's system or network using a secure Virtual Private Network (VPN) connection.   |
| <b>"Return Merchandise Authorization" or "RMA"</b>                        | Approval to return any product to Clever Devices.   |
| <b>"Scope of Work"</b>  | Referring to the scope of services offered in accordance with the Statement of Work.  |

|   |  |
|---|--|
| <b>“Service Level Agreement” or “SLA”</b>       | The level of service that Clever Devices commits to providing to the Customer.   |
| <b>“Service Component”</b>                      | Means each discrete project, system, product line, hosted environment, module, or implementation identified in an Exhibit, Statement of Work, or Order Form under this Agreement, including but not limited to: <ul style="list-style-type: none"> <li>• Hosted Environment Services (Exhibit A)</li> <li>• CleverInsights</li> <li>• MAIOR</li> <li>• IVN5 Project</li> </ul>   |
| <b>“Software Enhancement(s)”</b>                | A change in Software functionality or graphical user interface   |
| <b>“Software Error(s)”</b>                      | A flaw in Software that causes it to produce an incorrect or unintended result.  |
| <b>“Software Defect(s)”</b>                     | A flaw in Software that causes it to produce an incorrect or unintended result.  |
| <b>“Software License(s)”</b>                    | Means the rights granted to Customer in accordance with Clever Devices’ EULA, provided with the initial agreement between Clever Devices and Customer.   |
| <b>“Software Maintenance”</b>                   | The maintenance provided for all components of the Software Product(s) purchased.  |
| <b>“Software Product(s)”</b>                    | The specific Clever Devices’ licensed product(s).  |
| <b>“Software Service(s)”</b>                    | Referring to acts of service by Clever Devices regarding the software deployed at Customer’s.  |
| <b>"Software Updates" or "Software Patches"</b> | Either a modification or addition that, when made or added to the Software Product, brings the Software Product into material conformity with its published specifications. Software Updates are applied to Customer’s existing version of software and include bug fixes. Referring to acts of service by Clever Devices regarding the software deployed at Customer’s.   |
| <b>“Software Upgrade(s)”</b>                    | New, standalone versions of a Software Product that may include major improvements and enhancements. An upgrade advances the product to a level of features or other enhancements which are above the original published and agreed specification, or product manual. Either a modification or addition that, when made or added to the Software Product, brings the Software Product into material conformity with its published specifications. Software Updates are applied to Customer’s existing version of software and include bug fixes. |
| <b>“Statement of Work”</b>                      | The description of the services to be provided under this agreement between Clever Devices and Customer.   |
| <b>“System Acceptance” or “SA”</b>              | The point where the Customer has “signed off” and accepted the system is acceptable for standard use. The description of the services to be provided under this agreement between Clever Devices and Customer.   |
| <b>"Warranty"</b>                               | The general agreement that Clever Devices guarantees its products are delivered without defects and will resolve any defects during the period of warranty. See "CD Hardware Warranty" and "CD Software Warranty".   |

|                          |  |
|--------------------------|--|
| <b>“Warranty Period”</b> | Means, in relation to any Goods, the warranty period specified in this Agreement or in accordance with the proposal submitted in response to the Request for Proposal. |
|--------------------------|--|

## 1 OVERVIEW

This document sets forth Terms and Conditions of the basic Hardware Warranty Agreement and the Software Maintenance Agreement (the “Agreement”) between Core Transit and Clever Devices Ltd.

## 2 COMPANIES INVOLVED

### 2.1 CLEVER DEVICES LTD.

Clever Devices Ltd. (“Clever Devices”) is a service provider to Core Transit.

#### Clever Devices’ Contact

John King  
Vice President, Service & Support  
410-365-3633  
jking@cleverdevices.com

### 2.2 TRANSIT AUTHORITY

Core Transit (“Customer”, “Core”) is the end user entity of Clever Devices’ Intelligent Transportation Systems (ITS) Hardware and Software Products.

#### Core Transit Contact

Lance Trujillo  
Director of Innovation and Information Technology  
970-328-3440  
Contact Email Address: lance.trujillo@coretransit.org

## 3 TERMS OF AGREEMENT

### 3.1 TERMS OF AGREEMENT

#### 3.1.1 EFFECTIVE DATE

This agreement shall become effective on the date signed by Core Transit (“Effective Date”). The term of each Service component, project, or deliverable under this Agreement shall commence on the applicable start date specified in this Section or in the corresponding Exhibit or Statement of Work.

#### 3.1.2 HARDWARE MAINTENANCE AGREEMENT

The term of this Agreement is Five (5) years, from January 1, 2027, to December 31, 2031. Hardware Products no longer under Warranty or not covered by a current, valid Hardware Warranty Agreement will require a full technical audit to determine the system’s functionality and health.

#### 3.1.3 SOFTWARE MAINTENANCE AGREEMENT

The term of this Agreement is Five (5) years, from January 1, 2027, to December 31, 2031, starting once the Software Warranty or previous Software Maintenance Agreement has expired. Support for licensed Software Products no longer under Warranty or not covered by a current, valid Software Maintenance Agreement will require repurchase of the Software License(s) or as otherwise mutually agreed upon between the parties in a signed writing.

#### **3.1.4 DATABASE SERVICES**

The term of this agreement for database services is Five (5) years, starting January 1, 2027, through December 31, 2031.

#### **3.1.5 IVN5 PROJECT**

This project will start on May 1, 2026, and be completed by November 1, 2026.

#### **3.1.6 MAIOR PROJECT**

The MAIOR project can be started in 2026 or 2027. Notice to proceed for MAIOR must be received no later than December 1, 2026.

#### **3.1.7 DISRUPTION MANAGEMENT/CLEVERCAD MOBILE**

The Disruption Management/CleverCAD project can be started in 2026 or 2027. Notice to proceed for this project must be received no later than December 1, 2026.

#### **3.1.8 INSIGHTS (APC) PROJECT**

The Insights project can be started in 2026 or 2027. Notice to proceed for Insights must be received no later than May 1, 2027.

### **3.2 ANNUAL RENEWAL AND EARLY TERMINATION**

Pricing for future/option years is valid only if contracted with the base year and prior to the expiration of the quote validity period.

The Customer may terminate this Agreement, in whole or in part, including termination of any individual Service Component, Exhibit, Statement of Work, or Order Form, for any reason or no reason, upon sixty day (60) calendar days' written notice without penalty, early termination charge, or accelerated payment obligation.

1. Upon termination of the Agreement, with or without cause, Clever Devices shall have no claim against the Customer by reason of, or arising out of, incidental or relating to termination, except for compensation for work duly requested and satisfactorily performed as described in the Agreement and shall refund, in form of credit only, to the Customer any prepaid cost or expenses.
2. Upon termination of a specific Service Component:
  - 2.1. Clever Devices shall cease performance of that Service Component only.
  - 2.2. Customer shall pay only for Services properly performed through the effective termination date.
  - 2.3. Any prepaid fees for periods after termination shall be refunded, in form of credit only, on a prorated basis.
  - 2.4. All data and transition obligations shall apply to the terminated Service Component only.

- 2.5. Clever Devices shall, at no additional cost, provide complete data export in a mutually agreed, industry-standard, machine-readable format and provide all reasonable transition assistance necessary to effect an orderly transfer of the terminated Service Component. If transition assistance is desired by the Customer, the Parties shall mutually agree to a transition plan, and if appropriate, any additional costs for transitional support services.
3. Pricing for the initial five (5) year term shall be as set forth in the applicable Exhibit or Statement of Work and shall remain fixed unless otherwise expressly stated therein. In the event Customer exercises an option to extend the Agreement beyond the initial term, any increase in annual pricing for each Service and/or software Component during such extension period shall not exceed three percent (3%) over the pricing in effect during the immediately preceding year. If applicable, hardware will be priced separately based on then-current market rates and transit fleet size.

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## 4 HARDWARE WARRANTY AGREEMENT

This Hardware Warranty Agreement provides warranty Terms and Conditions that include scope, policies, and procedures for maintenance of Hardware Product(s) supplied by Clever Devices and identified herein.

### 4.1 COVERED HARDWARE PRODUCTS

The Clever Devices Hardware Products covered by this Agreement is referenced in Attachment A. If the quantity of products changes during the term of this Agreement, the resulting additional fee will be prorated for the remaining portion of this Agreement.

See attached Attachment A.

### 4.2 NEW MANUFACTURED PRODUCTS LIMITED WARRANTY

Clever Devices guarantees that each product is free from defects in material and workmanship. Clever Devices also guarantees the performance of this product for the contracted terms.

If the product fails to operate as specified and has not been tampered with or abused during this Warranty Period, Clever Devices or its authorized service agents will have the option to repair or replace the defective part or the product at no cost to the Customer. Bench Fees will apply to any product received by Clever Devices with a “No Problem Found” (NPF) condition. NPF condition is defined as a fully functional product with no need for repair. Clever Devices will provide a quote for repairs for products returned with failures caused by improper use. The repairs will only take place once the Customer has authorized Clever Devices to do so. Such services by Clever Devices will be the original purchaser’s sole and exclusive remedy.

It is the Customer’s responsibility to make certain new products are not being purchased for the replacement of defective products under warranty.

Clever Devices will not honor credit requests on any defective or used product. Product replacement will be the only option available to the Customer. At the discretion of Clever Devices, limited quantities of restockable product may be returned for credit; the product must be unused and in the original unopened containers. A 25% restocking fee will be charged, and a credit will be issued only after the product has been received and inspected.

This warranty does not apply to: (a) damage caused by accident, abuse, misuse, misapplication or improper installation (b) damage caused by conditions outside Clever Devices’ specifications, including but not limited to vandalism, fire, water, temperature, humidity, dust or other perils (c) to damage caused by service (including upgrades) performed outside the product specifications in documentation provided and by anyone who is not a Clever Devices authorized Technician (d) a product or a part that has been modified without the written permission of Clever Devices or (e) if any Clever Devices’ serial number has been removed or defaced, (f) expendable or consumable parts, such as batteries and flashcards.

Clever Devices will not be liable for any special, incidental, or consequential damages for loss, damage directly or indirectly arising from Customer’s use or inability to use the equipment either separately or in combination with other equipment, or for personal injury or loss or destruction of other property, or from any other cause.

#### 4.3 WARRANTY REPAIR POLICY

A replacement or repaired product assumes the remaining warranty of the original product or 90 days post repair, whichever provides longer coverage. When a product is exchanged, the replacement product becomes Core's property, and the replaced product becomes the property of Clever Devices

#### 4.4 SPARE PARTS INVENTORY

In support of this Agreement, the Customer should maintain an inventory of Clever Devices' system components at the Core Transit recommended level for use during completion of repairs. The Customer's Technician shall remove and replace a defective component with a spare and send the defective component to Clever Devices for analysis and repair or replacement. Shipping fees for repair units are covered on an individual event basis and not included in the service price. If there is no unit in the spares pool to support remove/replace/restoration activity, the repair will be delayed until spare equipment is delivered to the property.

#### 4.5 OBTAINING WARRANTY SERVICE

The Customer is responsible for returning any defective products to Clever Devices. Products will not be accepted without a Return Merchandise Authorization (RMA) number. The Customer shall obtain an RMA number by contacting Clever Devices' Customer Service Department using the below. Clever Devices will respond to RMA requests within two (2) business days.

**Customer Service Telephone:** 1-888-478-3359, option 1

**Customer Service Email Address:** CSReturns@CleverDevices.com

In order to provide an RMA number, Clever Devices will need the following information:

Item Description  
Clever Devices Part Number  
Serial Number  
Quantity being returned  
Reason for Return  
Bus Number, if applicable

Upon receipt of an RMA number, the Customer may send the product(s) to Clever Devices using the address indicated below. The Customer is responsible to ensure secure packaging of the product, preferably in the original box in which it was received. Boxes and shipping materials can be purchased from Clever Devices for a nominal fee. Clever Devices is not responsible for any damage to the product caused during transit or for any package lost in transit. The Customer shall assume the cost of all defective product shipments made to Clever Devices.

**Return Shipping Address (unless otherwise specified by Clever Devices):**

Clever Devices Ltd.  
2118 Energy Drive  
Apex, NC 27502  
Attn: Alex, Customer Service Department  
RMA Returns: RMA#....

#### 4.6 FAILURE ANALYSIS

A Clever Devices' bench technician will evaluate products received and complete a Failure Analysis. If the product is repairable, Clever Devices will repair the product. If the product is not repairable, Clever Devices will replace the product with another from Clever Devices' inventory. The "Owner of Failure" will be assessed during evaluation and shall be reported to the Customer at time of completion. Clever Devices will make a best effort to return the repaired product or provide a replacement within 30 days of receiving it from the Customer. Clever Devices will provide the Customer with a detailed quotation and/or invoice for all costs associated with Non-Warranty Repairs prior to performing any repairs.

#### 4.7 REPAIR

Upon a completed Failure Analysis and repair, if applicable, product(s) will be shipped back to the Customer. Clever Devices will only incur the cost for shipping products under warranty; the Customer is responsible for shipping cost for all Non-Warranty Repairs or replacements and/or "No Problem Found" conditions.

Customers may contact Clever Devices at any time during the warranty service process, for information regarding status.

#### 4.8 NON-WARRANTY REPAIR POLICY

A Non-Warranty Repair is a repair made outside the scope of this maintenance Agreement and includes, but not limited to, vandalism, any modification not approved by Clever Devices, or use of the product outside its intended acceptable use.

Upon determination of a Non-Warranty Diagnosis, Clever Devices will present the Customer with a report providing the reason as well as a quote to repair the product that includes the bench time to diagnose the issue. The quote labor rates will be our standard rates as follows:

\$170.00 for the first hour\*

\$ 85.00 per hour for each additional hour in 30 minute increments

\*Minimum 1 hour charged for all Non-Warranty efforts. Parts as quoted.

Repairs of Non-Warranty equipment will begin upon acceptance of the quote by the customer.

Non-Warranty Repairs made in the field will be subject to the General Field Service Rates detailed below.

Repairs made by Clever Devices on products not under warranty carry a limited repair warranty of 90 days on services and replacement parts only. Defects in repair work or any parts replaced by Clever Devices will be corrected at no charge if the defect occurs within 90 days from shipment from our facility.

#### 4.9 GENERAL FIELD SERVICE RATES

Field Service rates include actual cost of transportation using commercial coach, air, rail, bus, rental car, and cab facilities as applicable, including transportation to and from the airport. Receipts are required.

**Mileage Allowance:** IRS Allowable rates

**Personal Expenses:** Per Diem rates

**Basic Rates:** \$150.00\*\* per hour flat fee for actual time in Customer's plant and for round-

trip travel time for a Field Service Technician.

**Miscellaneous:** Actual charges for other necessary items such as tolls, parking and freight charges.

\*\*Rates for Field Service Technicians may vary because of weekend/holiday rates. Overtime rates are billed at time and a half. Requests for service which require personnel other than a Field Service Technician will be provided at time of request.

#### **4.10 NON-CLEVER DEVICES PRODUCT RECEIVED FOR REPAIR**

Product(s) received by Clever Devices for repair that were not manufactured or supplied by Clever Devices shall be returned to Customer. Customer shall be responsible for the shipping cost(s) associated with each product, along with a processing fee.

#### **4.11 CUSTOMER OWNED IT INFRASTRUCTURE**

Unless otherwise specified in this agreement, the support and management of any customer owned IT Infrastructure, including, but not limited to:

- Servers
- Firewalls
- Routers
- Switches
- Network

Shall be the responsibility of the Customer. The Customer shall ensure that they are maintaining their IT Infrastructure in accordance with IT best practices as it relates to security, patching, memory, storage, and file maintenance. Clever Devices shall only be responsible for the support and maintenance of their applications that make use of the Customer's IT Infrastructure.

#### **4.12 END OF SALE**

The first phase of product discontinuance is the End of Sale. Clever Devices will notify all existing Customers, 90 days in advance, when a product is to no longer be available for sale. Any existing orders will be honored. On the date identified as the End of Sale, the product will no longer be available for purchase as new product. Only the replacement product will be offered/quoted for new sale. Customers may still purchase spare units during this period, but these units may not be used for new deployments.

#### **4.13 END OF SERVICE LIFE**

The final stage for a product is the End of Service Life. At this stage, Clever Devices will no longer be able to provide service or support for the product identified. Clever Devices will notify all existing Customers, 90 days in advance, End of Service Life. New Service Agreements beyond termination of this agreement will need to be agreed to by the parties. Any existing service contracts for this product will be warrantied and supported till its next renewal date.

#### **4.14 OEM WARRANTY**

Should, as part of the original deployment, Clever Devices provide any products from a third party (OEM), unless otherwise specified in this agreement, that OEM hardware shall be covered by this warranty. It should be noted that turnaround times for repair/replacement service may be different than what Clever can offer due to any terms from the OEM.

#### **4.15 PRODUCT UPGRADES**

Hardware upgrades are not part of this Agreement.

#### **4.16 FIELD SERVICE**

Clever Devices Field Service dispatch is not included as part of this Agreement.

## 5 SOFTWARE MAINTENANCE AGREEMENT

This Software Maintenance Agreement provides Terms and Conditions that include definitions and maintenance procedures for the Software Product(s) supplied by Clever Devices and identified under section 5.1, Covered Software Products. This Agreement is subject to the End User License Agreement (EULA) for these product(s) and performance of features and functions as outlined in the User Manual or Acceptance Test Procedure document.

### 5.1 COVERED SOFTWARE PRODUCTS

The Clever Devices Software Products covered by this Agreement is referenced in Attachment B. If the quantity of products changes during the term of this Agreement, the resulting additional fee will be prorated for the remaining portion of this Agreement.

See attached Attachment B.

### 5.2 GENERAL DEFINITIONS

|                              |  |
|------------------------------|--|
| <b>Customer:</b>             | The single end-user organization (license holder of the Software Product) signing this Agreement and authorized to use the Program(s).   |
| <b>Software Product:</b>     | The specific Clever Devices licensed product(s).   |
| <b>Software Update(s):</b>   | Either a modification or addition that, when made or added to the Software Product, brings the Product into material conformity with its published specifications. Software Updates are applied to Customer's existing version of software and include bug fixes.    |
| <b>Software Upgrade(s):</b>  | New, standalone versions of a Software Product that may include major improvement and enhancements. An upgrade advances the product to a level of features or other enhancements which are above the original published and agreed specification, or product manual. |
| <b>Software Maintenance:</b> | The maintenance provided for all components of the Software Product purchased.   |
| <b>Maintenance Period:</b>   | The duration of the maintenance subject to the terms and conditions as specified in section 3 "Terms of Agreement".  |

### 5.3 SCOPE OF MAINTENANCE SUPPORT

During the maintenance term, Clever Devices agrees to provide basic maintenance services in support of the licensed Software Product. Maintenance services shall consist of:

|                              |   |
|------------------------------|---|
| <b>Data or Data Backups:</b> | Neither Data nor Data Backups are covered under this Software Maintenance Agreement. The Customer is responsible for backing up and maintaining their data.   |
| <b>Field Service Labor:</b>  | Unless specified in this agreement, deployment of Clever Devices Field Services labor is not covered for software updates or software upgrades but may be quoted on an as needed basis.   |
| <b>Software Update(s):</b>   | Customers with valid Software Maintenance Agreements are entitled to Software Updates for all licensed products. Software Updates may incorporate corrections of any substantial defects or fixes of any minor malfunction. In addition, Software |

Updates may include Software Enhancements to the Software that are implemented at the sole discretion of Clever Devices. Software Updates do not cover Clever Devices' \*deployment labor, training, hardware upgrades, data or data backups.

**Software Upgrade(s):** Customers with valid Software Maintenance Agreements are entitled to Software Upgrades for all licensed products. Software Upgrades do not cover Clever Devices' \*deployment labor, training, hardware upgrades, data or data backups.

**Software Error and Defect Corrections:** Clever Devices shall be responsible for using all reasonable diligence to correct verifiable and reproducible errors when reported to Clever Devices in accordance with its standard reporting procedures. Reported defects will be reviewed by Clever Devices. Reported defects are defined as:

**\*Defect:** To be corrected by the next maintenance release. Deployment labor will not be charged to correct any defects, including bugs fixes.

**Enhancement:** Desirable enhancement which will be reviewed for inclusion in the next maintenance release.

**Training:** Unless otherwise specified in this agreement, training is not covered as part of any software update or software upgrade.

Error and release testing will be performed at Clever Devices' offices. Reported errors will be tested on a test platform in a controlled environment. If applicable, Core will supply Clever Devices with a copy of the most current database associated with software version for which errors have been reported.

While Clever Devices will perform all testing in their environment, it is not possible to account for the exact Customer environment and Clever Devices cannot guarantee an issue free deployment unless the Customer has their own test/dev environment.

## 5.4 TECHNICAL SUPPORT

For all Clever Devices' products covered under warranty or by a current, valid Maintenance Agreement, Clever Devices' service organization provides technical support 24 hours a day, 7 days a week, 365 days a year. Clever Devices will escalate issues to third-party vendors for Clever Devices' Products running third-party application software. Support times from third-party vendors vary and may not be consistent with that of Clever Devices.

### 5.4.1 ISSUE REPORTING

Core is responsible for reporting all issues discovered to Clever Devices' Technical Support Department. Once Clever Devices is contacted by phone or email, a Technical Support Representative and the Technical Supervisor are notified; if necessary, the Vice President of Service and Support is also notified.

Clever Devices provides agencies three (3) methods for requesting technical support: using a tollfree number, chat or portal. Issues can be reported the following ways:

By Phone: Via a toll-free Technical Support Service line: 1-888-478-3359, option 2

Portal: Chat Messaging

Portal: [CleverCare365.CleverDevices.com](https://CleverCare365.CleverDevices.com)

## 5.5 ISSUE TRACKING AND RESOLUTION

Upon receipt of a support request, our CleverCare365 portal will generate a case, assign a case number and Priority based on customer inputs. Our Technical Support Department will proceed to troubleshoot the problem, escalating as required.

When contacting the TAC for support, the Customer should make sure that they have the following information available:

- Date/Time Issue was seen
- Contact phone number and email – if different then the individual reporting it into TAC
- Product name that is experiencing an issue
- Vehicle Number or Serial number if available
- Software version
- Description of issue
- Steps taken by Customer to troubleshoot
- Screenshots/videos of the behavior

### 5.5.1 DETERMINE PRIORITY

A Technical Support Representative determines the issue’s priority by following the IT Infrastructure Library (ITIL) approach on Priority.

#### Priority Definitions

| Priority Level | Definition   |
|----------------|--|
| P1 - Safety    | A technical issue that is related to passenger and operator safety. The scope of the issue affects the entire system, multiple locations or a single user.   |
| P1 - Critical  | Any event or combination of events which causes 100% loss, outage or availability of Clever Devices infrastructure, or hosted services where there is no viable workaround and the loss of function affects your agency's ability to use contracted services.  |
| P2 - High      | Any event or combination of events which causes partial loss, outage, or availability resulting in a serious degradation of Clever Devices infrastructure or hosted service which partially prevents the use of a contracted service or some of its features.  |
| P3 - Medium    | Impaired performance of any specific Clever Devices infrastructure, application or vehicle subsystem which affects the performance of the contract service but does not substantially prevent normal operations. The technical issue relates to minor limitations in functionality and alternative workarounds may be available. |
| P4 - Low       | Clever Devices infrastructure, applications, or vehicle subsystems are functioning properly and the technical issue is unrelated to performance of the equipment, application, or service. Includes informational items, product enhancement, or other solution requests.  |

## 5.6 TRACK AND RESOLVE ISSUE

Clever Devices utilizes a tracking system to manage and store Customer issues, reported defects and any new features, and improvements made during our software development lifecycle. Once categorized, issues will be entered into the tracking system and monitored through closure. The issue-tracking system will assign a Resolution Tracking Number that will be provided to Customer. Upon discovery of an error, and if requested by Clever Devices, Customer agrees to submit a listing of any data, including data log files, so we may reproduce the error and the operating conditions under which the error occurred or was discovered.

## 5.7 REMOTE SUPPORT

With permission from Core, Clever Devices will provide Customer with Remote Support as necessary, using a secure Virtual Private Network (VPN) connection or other mutually agreed upon remote access system. Through this connection Clever Devices will have the ability to logon to Customer's internal network and then access the deployed system(s) to assess and diagnose issues, update code, or deliver bug fixes. Should remote access not be available, due to lack of access or permission from the Customer, any Service Level Agreements ("SLAs") that may be impacted due to this lack of access will be excluded from remote support.

Clever Devices agrees to comply with the Customer's ITS connection policy, barring the policy and procedure does not impede troubleshooting or functionality of Clever Devices' system. Clever Devices will not access Customer's internal network for any purpose other than technical online support, as provided in this proposal.

## 5.8 FIELD SERVICES

Clever Devices Field Service dispatch is not included as part of this agreement.

## 5.9 ADDITIONAL SERVICES

In support of the Software Product(s), Clever Devices may provide Additional Services, per Agreement with the Customer, subject to payment of their normal charges and expenses. Additional Services may include

|  |   |
|--|---|
| <b>Upgrade and Update Installation/Deployment Labor:</b> | Clever Devices can offer assistance to help Core test, install and operate each new release of licensed Software Products. This assistance will be quoted at the time of each request unless contracted for on an annual basis.   |
| <b>Custom Enhancements:</b>                              | Clever Devices will consider and evaluate the development of additional enhancements for specific use and will respond to requests for Additional services pertaining to the Software Product. Each response for an enhancement will include a cost to produce the enhancement. |
| <b>Integration:</b>                                      | Integration with third-party software initially, or resulting from changes or updates to those products, will be quoted upon request.   |

## 5.10 EXCEPTIONS

The following are not covered by this Software Maintenance Agreement:

Any problems resulting from failures of the hardware platform on which the software is installed, or problems resulting from hardware or network devices connected or installed on the hardware platform on which the software is installed.

Any problem resulting from misuse, improper use, alteration, or damage of the Software Product(s).

Errors in any version of the Software Product(s) other than the most recent update delivered and deployed to Customer.

Problems and errors resulting from improper installation of the delivered Software Product by the end user, or problems and errors resulting from the installation of software or hardware products not approved by Clever Devices for use with this product.

The Customer will be responsible for paying Clever Devices' normal charges and expenses for time or other resources provided by Clever Devices to diagnose or attempt to correct any such problem. In addition, the Customer will be responsible for procuring, installing, and maintaining all equipment, communication interfaces, and other hardware or software necessary to operate the Software Product(s) and to obtain maintenance services from Clever Devices. Clever Devices will not be responsible for delays caused by events or circumstances beyond its reasonable control.

Requests for support for licensed Software Products no longer under Warranty or not covered by a current, valid Software Maintenance Agreement will require repurchase of the Software License(s).

### **5.11 COMMERCIAL OFF THE SHELF (COTS) SOFTWARE**

COTS Software that is in use and required to deploy the Clever Devices' solution will be managed and maintained by the Customer unless otherwise explicitly stated otherwise in this agreement. Some examples of COTS software are, but not limited to: Computer Service Operating System Software, Sequel Database Software, Virus Protection Software, any security protection software. It is the sole responsibility of the Customer to ensure that they are maintaining their COTS environment.

### **5.12 CUSTOMER OWNED IT INFRASTRUCTURE**

Unless otherwise specified in this agreement, the support and management of any customer owned IT Infrastructure, including, but not limited to:

- Servers
- Firewalls
- Routers
- Switches
- Network

Shall be the responsibility of the Customer. The Customer shall ensure that they are maintaining their IT Infrastructure in accordance with IT best practices as it relates to security, patching, memory, storage and file maintenance. Clever Devices shall only be responsible for the support and maintenance of their applications that make use of the Customer's IT Infrastructure.

## 6 ADDITIONAL SCOPE OF WORK

Please see Attachment C.

### 6.1 OVERVIEW

This scope of work describes ITS upgrades of the Clever Devices system for Core's existing 40 vehicles.

#### ITS Onboard IVN upgrades include:

- 10 Vehicle upgrades from IVN3 to IVN5 and new TCH displays for these vehicles
- 8 Vehicle upgrades from IVN4 to IVN5
- Onboard software upgrades for full fleet

#### ITS Central System upgrades include:

- CleverCAD's Disruption Management and
- CleverCAD Mobile
- Clever Devices has included additional hosting resources to support these new applications.

#### Additionally, Clever Devices is pleased to provide these additional ITS offerings:

- MAIOR Scheduling Software
- CleverInsights APC Reporting Software

### 6.2 SOLUTION DELIVERABLES

#### 6.2.1 ITS ONBOARD IVN UPGRADES

Clever Devices will supply and install 18 IVN5s and 10 TCH, including:

- (10) IVN3 to IVN5 with new TCH displays
- (8) IVN4 to IVN5
- All 18 IVN5 equipment will be manufactured by Clever Devices and no refurbished units will be used.

IVN3 support ended May 31, 2023 and IVN4 support ended December 31, 2025.

Upgrades of these vehicles to IVN5 will provide uniformity with the other 22 vehicles at Core, which already have existing IVN5s and ensure support for years to come.

#### 6.2.2 ITS CENTRAL SYSTEM UPGRADES

Upgrades to the CleverCAD CAD/AVL solution include Disruption Management and CleverCAD Mobile. Disruption Management provides dispatchers with a simple and intuitive interface to make schedule and route adjustments in real-time, allowing them to accommodate and restore service disrupted by unplanned circumstances.

CleverCAD Mobile is a lightweight, highly functional application designed for Android or iOS tablets, enabling street supervisors and authorized transit agency users to maintain mobility while supporting real-time location reporting, communications, work selection, event notification, and supervisor status reporting, which improves efficiency and effectiveness of issue resolution in the field and time tracking for supervisor activities

#### 6.\*.\* Termination and Supersession of Prior Hosted Agreement

The Parties acknowledge that they previously entered into that certain Hosting Agreement titled “Agreement for Professional Services” between Eagle Valley Transportation Authority and Clever Devices, LLC, including all exhibits and amendments thereto (the “Prior Hosted Agreement”).

Effective as of the Effective Date of this Master ITS Services Agreement, the Prior Hosted Agreement is hereby terminated and superseded in its entirety.

All services previously provided under the Prior Hosted Agreement shall continue uninterrupted under this Agreement.

Termination of the Prior Hosted Agreement shall not relieve either Party of obligations accrued prior to the Effective Date, including payment obligations for services properly rendered prior to such date.

From and after the Effective Date, this Agreement, including Exhibit A (Updated and Restated Hosted Services Agreement), shall govern all hosted ITS services between the Parties.

The addition of these new modules will incur minor hosting increases, included in this scope of work.

#### **6.2.2.1 DISRUPTION MANAGEMENT**

CleverCAD provides the industry’s most comprehensive service restoration tools through the Disruption Management module. Disruption Management provides an intuitive interface for real-time schedule and route adjustments, empowering dispatchers to swiftly address and restore service disruptions caused by unforeseen circumstances. Disruption Management improves passengers’ perception of service quality and includes:

- The following actions: Canceling/reinstating blocks, reassigning/filling trips, short turns, express routes, creating extra blocks/trips, extending blocks, adjusting scheduled times, creating detours

- Immediate system adjustments for schedule deviations without a full schedule change

- Automatic distribution of instructions and information to affected vehicles. Includes detours with new route paths so the vehicle never goes off-route and onboard audio announcement adjustments

- Reduces false alerts to users during adjustment periods

- Automatically captures and documents time and distance lost for canceled work segments

Disruption Management provides traceability and synchronization to Clever Devices’ ITS system. Changes are reflected onboard affected vehicles and in Clever Devices’ fixed-end products including websites, mobile apps, social feeds as well as onboard and wayside signage, ensuring that dispatchers, operators and riders are fully informed in real-time, minimizing or eliminating impacts on ridership.

Dispatchers access Disruption Management without interacting with the scheduling system, eliminating the need for system access, modification, export, and processing through the ITS system. All modifications are recorded and become part of historical reporting.

#### **6.2.2.1.1 DISRUPTION MANAGEMENT FEATURES**

The graphic below provides a summary list of Disruption Management features and their definitions available in Disruption Management:

## Features of Disruption Management

|   |   |  |  |
|---|---|--|--|
| <b>Cancel</b>   | <b>Reassign</b>   | <b>Fill</b>  | <b>Turn Back / Short Turn</b>  |
| Select partial trips, full trips, or blocks to cancel service and stop passenger predictions, onboard announcements and other functions for the cancelled selection | A Reassign is the transfer of a trip into a block. "Reassign from this block to that block".  | Fill assigns a cancelled piece of work from one block consisting of multiple timepoints or trips in order to open space on another block.              | This action cancels time points at the end of one trip and the beginning of the next trip of the same block. |
| <b>Express</b>  | <b>Extra Block</b>  | <b>Block Extension</b>   | <b>Shift Trip</b>  |
| This action expresses the vehicle which allows the operator to skip stops on the trip or perform drop off service based on agency policies.                         | This action creates an Extra block which is not part of the scheduled work received from the schedule system. It consists of a pull-out and a pull-in. Work can be assigned to this extra block through Fill and Reassign features. | This action extends a pull-out, pull-in or both. It allows the user to push the pull-out to an earlier time, or the pull-in to a later time.           | The Shift action moves a trip earlier or later than it is scheduled to run.                                  |
| <b>Detour</b>   | <b>Bus Bridge / Shuttle Service</b>   | <b>Service Day Change</b>  |  |
| The action allows the user to create an alternate path to the scheduled pattern for the vehicle to operate  | This action creates a brand-new trip or route bus bridge for planned and unplanned events   | This action allows for the modification of the scheduled service day to a different day such as changing to a modified weekend service for a snowstorm |  |

CleverCAD's intuitive Schedule Display screen details the static schedule of a selected block or run. The Schedule Display is useful in finding timepoints, trips, blocks, or runs to modify with Disruption Management, as well as to view the modifications that have been made, as shown in Figure 1 below.

09-January-2018   Blocks   700170   Submit   Activation Date: 12/02/2017   Service Day: Schedule-47, ...

2296555   2291499

5:30 AM   6:00 AM   6:30 AM

Short Names   Show Stops   Show Start / End   Reassign Trips   Cancel   Shift   Fill   Reinstate   Short Turn   Express

Current   Relief   Unsched Relief   Cancelled   Estimated   Late   Early   Shifted   Short Turn   Express

Route: 70   Run: 5244   WID2: 05244   SENTER AND MONTEREY   CAPITOL EXPWY AND SILVE...   EASTRIDGE TRANSIT CENTER   JACKSON AND STORY  
5:20 AM   5:29 AM 5:29 AM   5:34 AM 5:34 AM   5:47 AM 5:47 AM

Route: 46   Run: 5244   WID2: 05244   GREAT MALL TRANSIT CENTER   LANDESS AND PARK VICTORIA   PARK VICTORIA AND CALAV...   JACKLIN AND HILLVIEW  
6:15 AM 6:26 AM   6:32 AM 6:32 AM   6:41 AM 6:41 AM   6:45 AM 6:45 AM

Route: 46   Run: 5244   WID2: 05244   ESCUELA MILPITAS HIGH SC...   CleverCAD Incident Reports - Owned By Clever1 Clever1 (10) Total (111), Service...  
6:50 AM 6:51 AM   File   Go   Tools   Help

Route: DH216   Run: 5244   WID2: 05244   GREAT MALL TRANSIT CENTER   Incidents x   Bulletin Board x  
7:12 AM 7:12 AM

| I... | Adjustment Type  | Adjustment Description                     | Reason                | Run  |
|------|------------------|--|-----------------------|------|
| 302  | Shift Trip       | Block Extended until 7:29:00 PM            | Extended Block to ... | 2731 |
| 304  | Fill Trip        | Fill from 524252 to 524152                 | fill                  | 2731 |
| 312  | Short Turn Point | Short Turn from TAMIEN LIGHT RAIL ...      | get back on schedule  | 5278 |
| 319  | Create Block     | Extra Block Pat's Block created. Start:... |                       |      |
| 320  | Create Trip      | Extra Trip created with Trip Identifier... |                       |      |
| 321  | Create Trip      | Extra Trip created with Trip Identifier... |                       |      |

FIGURE 1: SCHEDULE DISPLAY AND BULLETIN BOARD

CleverCAD automatically generates incidents for each Disruption Management action to inform users of service disruptions. Administrators can configure a Bulletin Board in the Incident Grid, tailoring columns and filters for dispatchers, supervisors, customer service, and other CleverCAD users.

#### 6.2.2.1.2 CANCEL

Disruption Management allows the user to cancel a piece of work that is defined as any timepoint(s), trip(s), run, or block in the current transit day. Using the Schedule Display, the dispatcher can find and select the specific item to cancel (timepoint, trip, block or run).

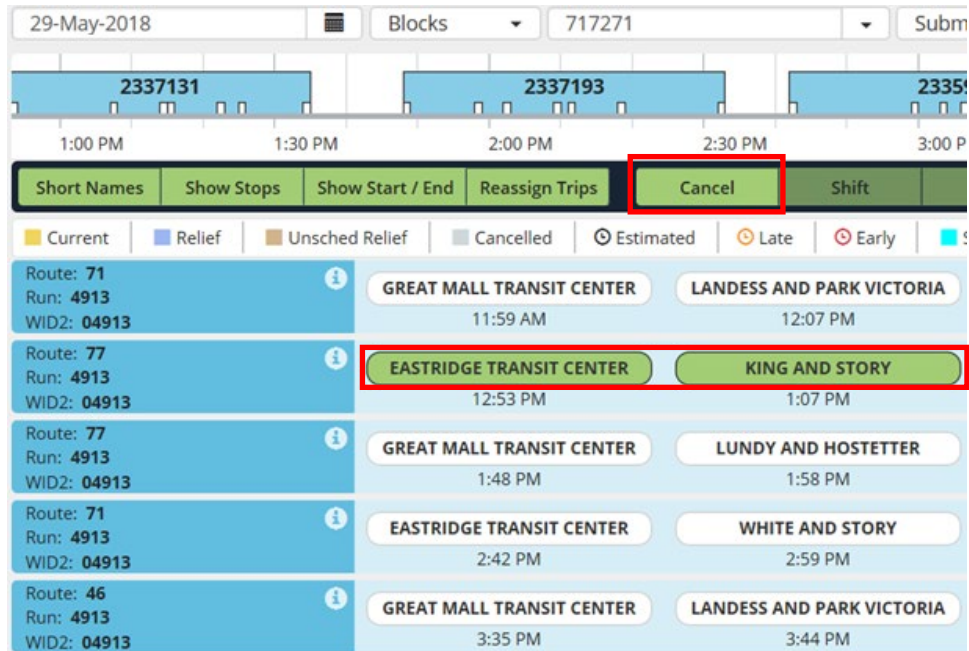


FIGURE 2: CANCELLING STOPS AND TIMEPOINTS

After cancellation, users verify and select a pre-configured Incident Type, entering notes if needed.

Cancelled work appears in the Schedule Display and Bulletin Board until filled or reinstated. CleverCAD auto-creates an incident, capturing lost miles, time, and cancellation details for future CleverReports.

Once completed, CleverCAD automatically synchronizes the remainder of the system. Onboard, IVN applies the Cancel work to the associated block and uses it for normal operation. IVN handles the Cancel work as follows:

- Full Block:** If a full block has been cancelled, an operator is not able to logon to the work.
- Trip(s):** If one or more trips have been cancelled from a block, the operator and vehicle remain logged onto the block and the cancelled work is treated as a layover.
- Timepoints:** If one or more timepoints have been cancelled from a block, without the entire trip being cancelled, IVN reports on the remaining timepoints and stops.

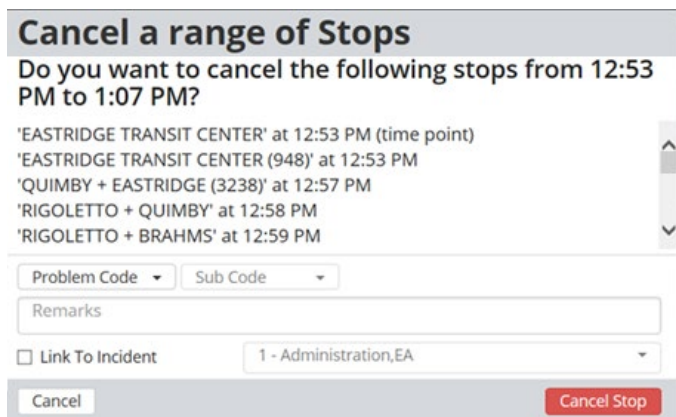


FIGURE 3: ENTERING A CANCELLATION LOG

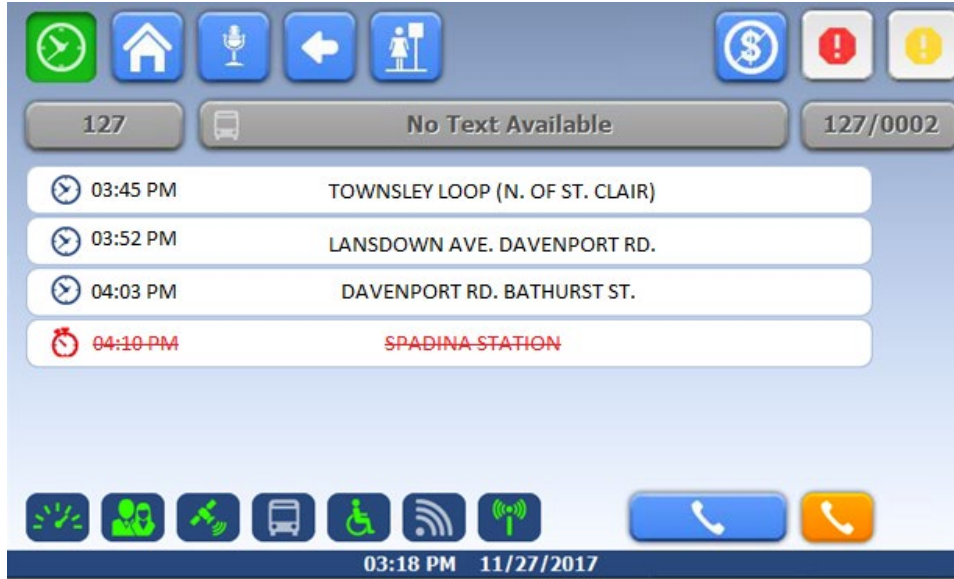


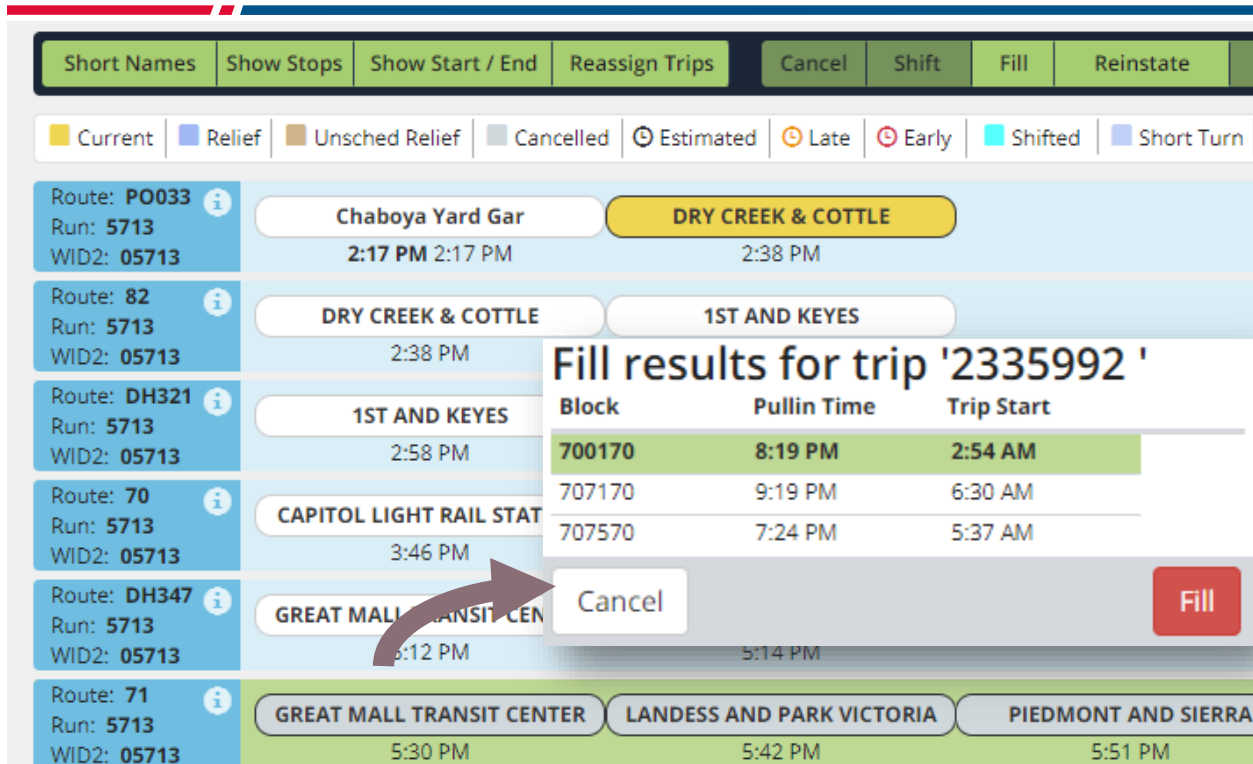
FIGURE 4: CANCELLED TIMEPOINTS ON THE TCH

When cancelling only a subset of the timepoints in a trip, the arrival time, departure time, or both can be cancelled. Work that has been cancelled can be reinstated to place the block, trip, or trip segment back into service.

#### 6.2.2.1.3 REASSIGN / FILL

Disruption Management provides an action for the user to Reassign and Fill work to another block with available space. The Reassign action allows a user to 'reassign' a trip or set of trips from their scheduled block to another block.

The Fill action is only available for work that is in the "Cancelled State". When the user selects the cancelled work and selects Fill, CleverCAD lists suitable blocks that prevent operator conflicts and have open time to accept the Fill.



Short Names Show Stops Show Start / End Reassign Trips Cancel Shift Fill Reinststate

■ Current
■ Relief
■ Unsched Relief
■ Cancelled
⌚ Estimated
⌚ Late
⌚ Early
■ Shifted
■ Short Turn

Route: PO033 Run: 5713 WID2: 05713 Chaboya Yard Gar 2:17 PM 2:17 PM DRY CREEK & COTTLE 2:38 PM

Route: 82 Run: 5713 WID2: 05713 DRY CREEK & COTTLE 2:38 PM 1ST AND KEYS

Route: DH321 Run: 5713 WID2: 05713 1ST AND KEYS 2:58 PM

Route: 70 Run: 5713 WID2: 05713 CAPITOL LIGHT RAIL STAT 3:46 PM

Route: DH347 Run: 5713 WID2: 05713 GREAT MALL TRANSIT CEN 5:12 PM

Route: 71 Run: 5713 WID2: 05713 GREAT MALL TRANSIT CEN 5:30 PM LANDESS AND PARK VICTORIA 5:42 PM PIEDMONT AND SIERRA 5:51 PM

**Fill results for trip '2335992 '**

| Block  | Pullin Time | Trip Start |
|--------|-------------|------------|
| 700170 | 8:19 PM     | 2:54 AM    |
| 707170 | 9:19 PM     | 6:30 AM    |
| 707570 | 7:24 PM     | 5:37 AM    |

Cancel Fill

FIGURE 5: FILL A TRIP

Once the user completes a Reassign or Fill, CleverCAD communicates the change to Clever Devices' products. Onboard, IVN applies the Fill work to the associated block and uses it for normal operation.

#### 6.2.2.1.4 SHORT TURN

Disruption Management provides an action for the user to create a Short Turn (also called a Turn Back) on a trip basis. A short turn is when a vehicle turns around before it gets to the end of a trip and starts its next trip heading in the opposite direction. This is typical when running tight headways and when vehicles are running very late. The user has access to passenger counts (if available), schedule, and headway to determine to which vehicle and when to issue a Short Turn in order to minimize the impact to riders.

The user selects the timepoint(s), and CleverCAD provides a list of stops that can be selected to refine the Short Turn location. Once the Short Turn locations have been selected, the timepoints and stops are marked as cancelled, and the lost time and lost miles are captured by the created incident report.

CleverCAD communicates the Short Turn to IVN for the information to be displayed to the operator. Once the operator executes the Short Turn at the specified location, IVN automatically starts the next trip and displays the applicable schedule adherence and headway adherence information.

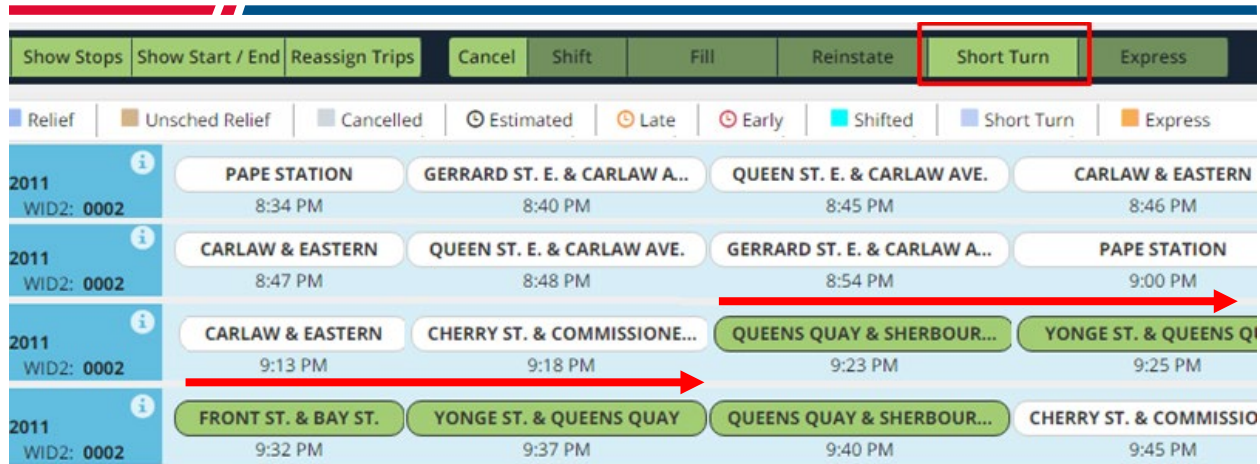


FIGURE 6: APPLYING A SHORT TURN

### 6.2.2.1.5 EXPRESS

The CleverCAD user can Express a vehicle by directing the operator to only discharge passengers between selected stops. This action is useful when bus gapping occurs for any reason including excessive passenger load. The objective of Express is to reduce the number of stops a vehicle makes by servicing only stops where passengers request to alight. As a result, the vehicle is expected to reduce the gapping headway with its lead vehicle and recover the journey time for the riders.

When an Express request is sent from CleverCAD to the vehicle:

- The operator receives a text message on the TCH that details the Express and where it will be enabled

- The interior signage is updated to alert the passengers onboard that a stop must be requested

- The exterior destination sign can receive a public address (PA) code to alternate the destination with text indicating the vehicle is in “Discharge Only” or “Express” mode

Additionally, BusTime predictions are suspended for the vehicle along the route segment that has been expressed. This prevents passengers from receiving information about the expressed bus, ensuring they are not misled to expect a vehicle to arrive and pick them up.

### 6.2.2.1.6 EXTRA BLOCK

Disruption Management provides an action that allows the user to create additional or spare blocks that were not originally scheduled called Extra Blocks. The user defines the Pull-Out time, Pull-In time, and garage for the Extra. CleverCAD will communicate the change to Clever Devices' products in real-time. Onboard, the operator can logon and perform the Extra as if it is a planned block on any vehicle. Block information and trips are downloaded in real-time.

### 6.2.2.1.7 EXTRA TRIP

Disruption Management provides an action that allows the user to create Extra Trips. The user finds and selects a route and variation; this creates the Extra by defining the trip start time, trip count, and headway desired. Once an Extra Trip is created, these trips can be Filled into an existing or Extra Block.

### 6.2.2.1.8 BLOCK EXTENSION

Disruption Management offers an action to shift and extend the pullout and/or pull-in time of an existing Scheduled or Extra block. This creates open space to assign additional trips from created or cancelled blocks. The dispatcher must confirm the assigned operator's availability and willingness before extending

the block. Upon completing the Block Extension, CleverCAD communicates the change to the vehicle during operator logon. If the operator is already logged on, the real-time change is conveyed to the vehicle running the work.

#### 6.2.2.1.9 SHIFT TRIP

Disruption Management provides an action that allows the user to Shift a trip’s start and end times. A Shift causes the passing times for all stops on the trip to be shifted by the same amount. The new schedule for that trip is sent to the vehicle.

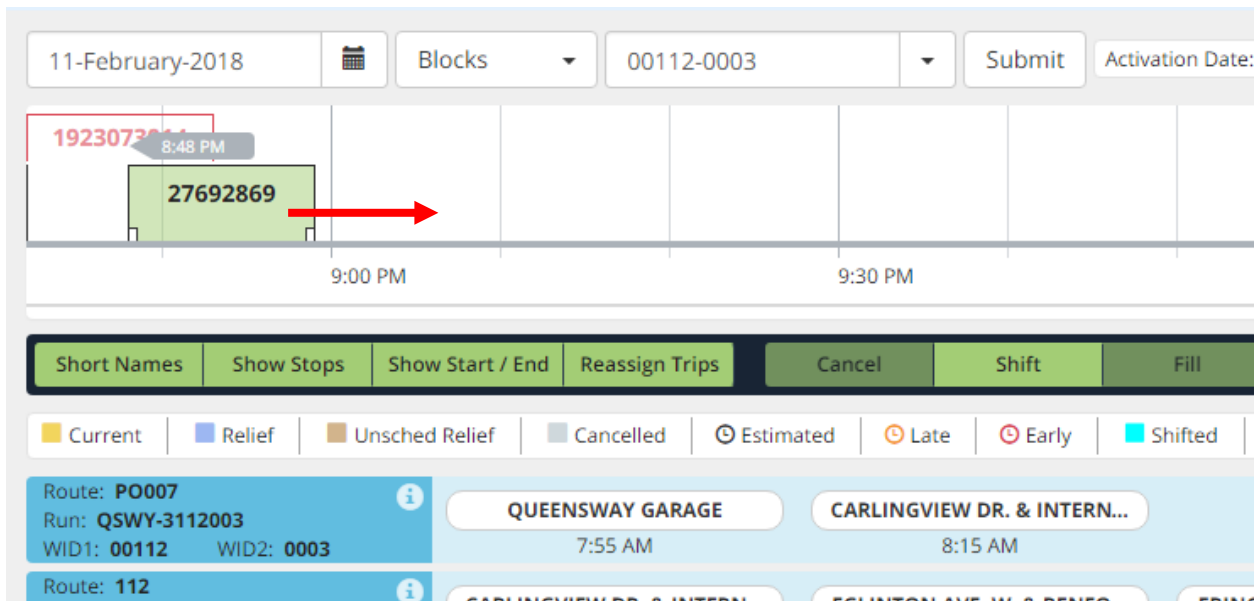


FIGURE 7: SHIFTING TRIP END TIME

Once the user completes the Shift, CleverCAD communicates the change to the vehicle upon operator logon. If the operator is already logged on, the change is communicated to the vehicle running the work in real-time. Onboard, IVN applies the Shift to the associated block and uses it for normal operation.

#### 6.2.2.1.10 DETOURS

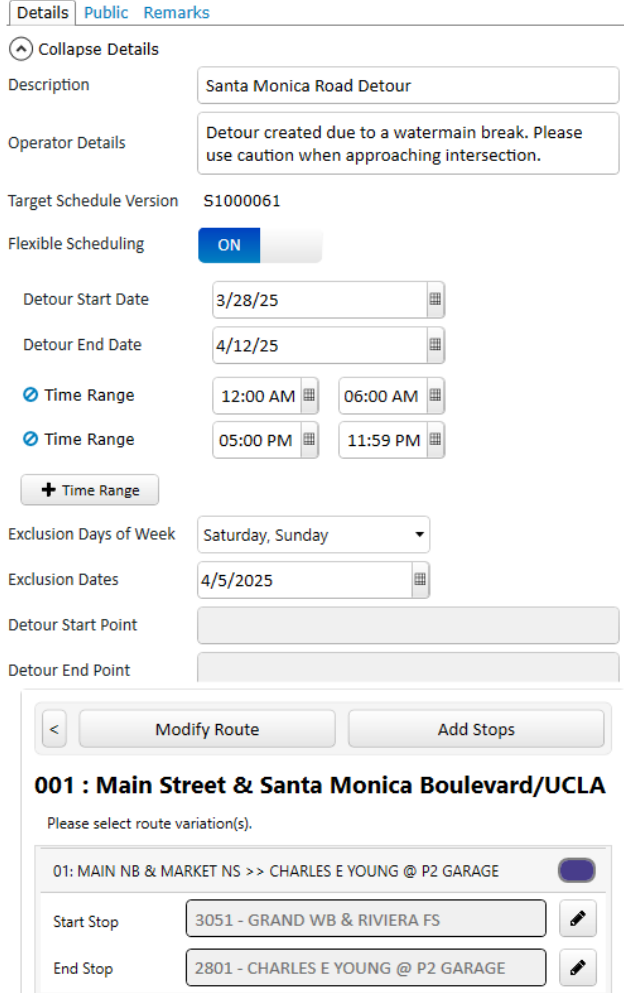
Disruption Management offers a Detour action, enabling users to create detours when necessary. This action involves using map editing tools to generate a new route, incorporating ancillary data like stops, timepoints, AVA audio and text, destination sign codes, and running time. CleverCAD communicates the detour to Clever Devices’ products and operators. If the operator follows the detour, IVN remains on-route.

The user can enter the following information on the Detail tab:

- **Descriptions:** Refers to the name defined by the detour administrators
- **Operator Details:** Allows the detour administrator to define the text message that is received by the vehicle operator for the created detour
- **Flexible Scheduling:** Flexible Scheduling provides entry of multiple Time Ranges using Exclusion Days of Week and Exclusion Dates.
- **Detour Start/End Point:** By default, this is set automatically when the route tracing adjustment has been made on the map. The system allows the end user to override the start/end points manually if desired

The Public tab facilitates the administration of BusTime service bulletins specifically related to the Detour, encompassing the following elements:

- **Service Bulletin Support:** Public facing short description of the detour
- **Message:** Public facing long description of the detour
- **Priority:** Ability to define Low, Medium and High priority for use in the BusTime service bulleting system
- **Affected Services:** Within the BusTime system this value defines if the detour is made available system wide to all or only to users that are impacted by the route / direction



The screenshot shows the 'Details' tab of a detour configuration interface. It includes the following fields and options:

- Details | Public | Remarks** (Navigation tabs)
- Collapse Details** (Toggle)
- Description:** Santa Monica Road Detour
- Operator Details:** Detour created due to a watermain break. Please use caution when approaching intersection.
- Target Schedule Version:** S1000061
- Flexible Scheduling:** ON
- Detour Start Date:** 3/28/25
- Detour End Date:** 4/12/25
- Time Range:** 12:00 AM - 06:00 AM
- Time Range:** 05:00 PM - 11:59 PM
- + Time Range** (Add button)
- Exclusion Days of Week:** Saturday, Sunday
- Exclusion Dates:** 4/5/2025
- Detour Start Point:** (Empty field)
- Detour End Point:** (Empty field)
- Modify Route** and **Add Stops** (Buttons)
- 001 : Main Street & Santa Monica Boulevard/UCLA** (Route title)
- Please select route variation(s).** (Instruction)
- 01: MAIN NB & MARKET NS >> CHARLES E YOUNG @ P2 GARAGE** (Selected variation)
- Start Stop:** 3051 - GRAND WB & RIVIERA FS
- End Stop:** 2801 - CHARLES E YOUNG @ P2 GARAGE

FIGURE 8: CONFIGURE DETOUR PARAMETERS

#### 6.2.2.1.10.1 CREATING A DETOUR

To create a detour, users select either a route(s), direction, and variation, or draw an area on the map indicating the obstruction to determine the specific detour route(s). The system displays the selection on the interactive map, as shown in Figure 9.

Users draw the detour by clicking from the start to the end point, and CleverCAD's expert algorithms allow for path snapping to streets on the map, enhancing accuracy, as shown in Figure 9.

In addition to route modification, users can add stops to the Detour. Bypassed stops and timepoints are automatically excluded. The "Add Stop" feature creates new stops or adds existing ones. After adding stops, users can modify the detour path to ensure proper servicing.

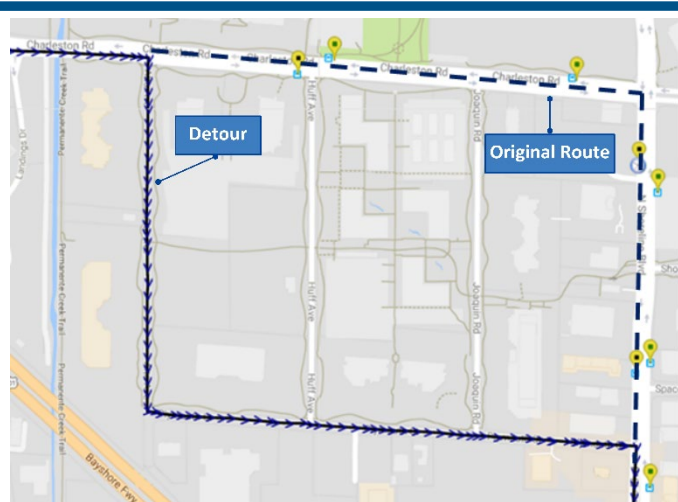


FIGURE 9: INTERACTIVE DETOUR MAP

Turn-by-Turn directions are automatically created. CleverCAD allows users to view and edit written turn-by-turn instructions for any detours customize the instruction text, the turn icon and the street name the driver sees with each turn.

Once the detour is done, users can share it in real-time with Clever Devices' products and the fleet by clicking the share button.



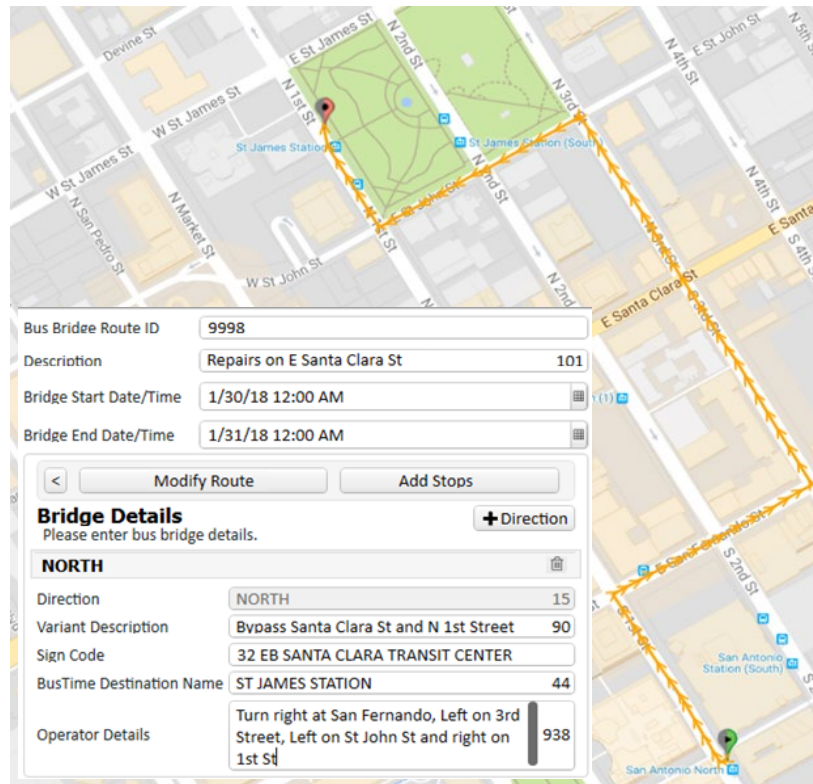
FIGURE 10: TURN BY TURN DIRECTIONS ON THE TCH

After creating and distributing a detour in real-time, IVN automatically implements it. Upon logon or during active service, each impacted route receives detour information, including dispatcher-generated turn-by-turn instructions, messaging, paddle updates, and new routing on the map.

With included maps, IVN shows the detour on the TCH map screen, providing turn-by-turn directions associated with the detours. Audible instructions and displayed routing align with the received detour in real-time. Similar to a fixed route service, dispatchers or other users can customize turn-by-turn directions sent to the driver for both real-time and pre-defined detours.

#### 6.2.2.1.11 BUS BRIDGE/SHUTTLE SERVICE

Disruption Management features a Bus Bridge action enabling users to create a new route and trip for planned or unplanned events like rail track repair, emergencies, or special events. This action involves using map editing tools to establish the new route along with ancillary data such as stops, operator instructions, destination sign codes, and running time. CleverCAD communicates the bus bridge to Clever Devices' products, including the fleet.



**FIGURE 11: BUS BRIDGE EXAMPLE**

The number of vehicles required for a bus bridge is determined based on the estimated route runtime and either a headway preference or the needed passenger capacity. This input generates blocks and trips to meet the Bus Bridge requirements for the specified duration. The Bus Bridge can be saved for reuse or distributed in real-time. During onboard operations, operators log on to the created bus bridge blocks like standard scheduled service. Next stop announcements and interior signage run onboard to minimize rider confusion with the temporary route. Turn-By-Turn directions are provided if onboard maps are purchased similar to the detour action.

Most importantly, the new Bus Bridge route will be included in BusTime passenger applications. Passengers can view the new route on BusTime maps and view predictions of estimated arrivals.

#### **6.2.2.1.12 SERVICE DAY CHANGE AND CANCELLATION**

Disruption Management offers an action allowing authorized users to shift the service day to a future calendar day. This proves beneficial in situations where anticipated events, such as a severe winter storm, are expected to significantly impact schedule delivery for the upcoming days. The authorized user can substitute a weekday schedule with a "Sunday" type schedule, typically featuring reduced service. Upon applying the service day change, the updated schedule data is disseminated to all Clever Devices products, including the fleet and real-time passenger information displays, notifying ridership of relevant changes.

| Details                                  | Schedule Parameters                 | Remarks |
|--|-------------------------------------|---------|
| Associated Depot                         | Cerone Yard Gar - Cerone Yard Gar ▼ |         |
| Vehicle Capacity                         | 50                                  |         |
| Average Speed (miles/hr)                 | 13                                  |         |
| Layover (in seconds)                     | 120                                 |         |
| Select Known Parameter                   | Headway (in seconds) ▼              | 300     |
| <input type="button" value="Calculate"/> |                                     |         |
| Headway (in seconds)                     | 300                                 |         |
| Passengers Per Hour                      | 600                                 |         |
| No. Of Vehicles                          | 3                                   |         |
| Trip Duration (in minutes)               | 11                                  |         |

**FIGURE 12: BUS BRIDGE BLOCK INPUTS**

Further, CleverCAD provides the ability to cancel and/or re-instate service or a specific service type for a service day. With many applications, this feature was designed to be able to quickly cancel service immediately and for a scheduled period of time for weather issues. For example: Cancelling ferry service due to bad weather.

### 6.2.2.2 CLEVERCAD MOBILE

CleverCAD Mobile for Android or iOS tablets provides lightweight, highly functional, and reliable mobility for street supervisors and authorized transit agency users. It enhances issue resolution and time tracking with features like location reporting, communications, work selection, event notification, and supervisor status reporting. CleverCAD Mobile utilizes cellular connectivity for synchronization with CleverCAD, reducing data bandwidth while delivering street supervisor functionality.

In major events like accidents, Core follows specific processes. Street supervisors, dispatched using GPS-integrated tablets, report their locations periodically. CleverCAD tracks supervisor vehicles and swiftly locates one near the incident. CleverCAD Mobile allows supervisors to view and edit incidents (if authorized by Core administrators), streamlining incident management for time savings and accurate information collection.

Street supervisors, often monitoring specific routes from a fixed location, can use CleverCAD Mobile to monitor a subset of vehicles in real-time. They can initiate turnbacks or insert additional buses to address rider overload, coordinating efforts efficiently.

CleverCAD Mobile is a light version of CleverCAD client that has a unique user interface to support the typical functionality required by the street supervisor. These include:

**CLEVERCAD MOBILE FEATURES**

|   |  |
|---|--|
| <b>User Access &amp; Work/Route Assignments</b> | <p>CleverCAD can define what work the CleverCAD Mobile user can access<br/>After logon, the user selects their work from a list of routes</p>  |
| <b>Main Window (Map &amp; Menus)</b>            | <p>Utilizes Google Maps with street view, satellite view, and traffic<br/>Routes are color coded with ability to view/hide stops and timepoints<br/>Vehicle icons show real-time location show the vehicle and operator information, as well as status information via color coding and symbols similar to CleverCAD including<br/>Quick and easy access to tools for communication, routes, search, and settings</p>  |
| <b>Mobile User Status</b>                       | <p>The CleverCAD Mobile user can set their status to At Scene, Available, Busy, Clear, On-break, Special Assignment, Out of Vehicle, Unavailable or other agency defined settings.<br/>CleverCAD displays the status which allows dispatchers to select the appropriate street supervisor, when needed</p>   |
| <b>Vehicle and Route Status</b>                 | <p>CleverCAD Mobile supports the On-Time Performance dashboard described in the CleverCAD section providing real-time RSA, on-time arrivals, departures and missed trips for the current day or a configured period.</p>   |
| <b>Voice Communication</b>                      | <p>Supports both Celrado VoIP and private radio<br/>Place voice call to a dispatcher, vehicle or group of vehicles through the selection of the vehicle, run, block, route, depot or any combination and as a subset of your work assignments as managed in CleverCAD<br/>Receive voice calls with caller ID and ability to accept or reject<br/>Supports an RTT/PRTT functionality from CleverCAD Mobile (just like a bus)<br/>Call history log of your past 24 hours</p> |
| <b>Text Messaging</b>                           | <p>Send a text message to a dispatcher, employee, vehicle, or group of vehicles through the selection of the vehicle, route, depot or any combination and as a subset of your work assignments<br/>Select from a pre-defined canned message or create your own text message<br/>Request a predefined response such as none, acknowledge, yeas/no, etc.</p>   |
| <b>Events</b>                                   | <p>View events per your work assignment as managed in CleverCAD<br/>Allows the street supervisor to quickly access and address events from the fleet including:</p> <ul style="list-style-type: none"> <li>• Emergency</li> <li>• RTT/PRTT</li> <li>• AVM</li> </ul>   |
| <b>Incident Management</b>                      | <p>Built-in incident management allows street supervisors to create, view and edit incidents they are associated too<br/>Any incident type can be assigned to an event<br/>Automatically populates known system data</p>   |
| <b>Chat</b>                                     | <p>Instant communication between one or many workstation users<br/>Allows entire conversation to be easily reviewed<br/>Encourages information exchange</p>  |

|  |  |                      |                      |   |             |  |         |                       |                     |                      |                   |
|--|--|----------------------|----------------------|---|-------------|--|---------|-----------------------|---------------------|----------------------|-------------------|
| <b>Disruption Management (Option)</b>      | <p>Affords Core the ability to quickly and efficiently make schedule modifications in real-time to deal with unplanned operational scenarios including using Disruption Management actions shown below and further described in Section 6.2.2.1.1.</p> <table style="width: 100%; border: none;"> <tr> <td style="width: 50%;">Create Blocks, Trips</td> <td style="width: 50%;">Fill, Reassign Trips</td> </tr> <tr> <td>Cancel Blocks, Trips, Stops, Timepoints</td> <td>Shift Trips</td> </tr> <tr> <td>Reinstate Blocks, Trips, Stops, Timepoints</td> <td>Express</td> </tr> <tr> <td>Short turn (turnback)</td> <td>Express / Reinstate</td> </tr> <tr> <td>Reinstate Short turn</td> <td>Add Block Comment</td> </tr> </table> <p>View detours and bus bridges created in CleverCAD<br/>         Display the static schedule for a block including the trips with ability to hide/show stops or timepoints<br/>         Changes are automatically distributed and synchronized to all ITS systems<br/>         View your change history</p> | Create Blocks, Trips | Fill, Reassign Trips | Cancel Blocks, Trips, Stops, Timepoints | Shift Trips | Reinstate Blocks, Trips, Stops, Timepoints | Express | Short turn (turnback) | Express / Reinstate | Reinstate Short turn | Add Block Comment |
| Create Blocks, Trips                       | Fill, Reassign Trips   |                      |                      |   |             |  |         |                       |                     |                      |                   |
| Cancel Blocks, Trips, Stops, Timepoints    | Shift Trips  |                      |                      |   |             |  |         |                       |                     |                      |                   |
| Reinstate Blocks, Trips, Stops, Timepoints | Express  |                      |                      |   |             |  |         |                       |                     |                      |                   |
| Short turn (turnback)                      | Express / Reinstate  |                      |                      |   |             |  |         |                       |                     |                      |                   |
| Reinstate Short turn                       | Add Block Comment  |                      |                      |   |             |  |         |                       |                     |                      |                   |

#### 6.2.2.2.1 USER ACCESS AND WORK/ROUTE ASSIGNMENTS

CleverCAD can configure what routes, vehicles features and other settings are accessible to a CleverCADMobile user. After logging in, users can select assigned routes, focusing on their work, maintaining a clean map, reducing cellular bandwidth, and enhancing performance. As shown below, color-coded routes and vehicle icons provide information based on the zoom level. Advanced filters allow users to create route groups, facilitating quick and intuitive selection during logon, ideal for those responsible for specific routes. Notably, interlining vehicles display when the associated trip is initiated.

#### Main Window (Map & Menus):

CleverCAD Mobile employs Google Maps, a widely used global mapping service. As shown in Figure 13, selected routes automatically appear on the map, showing logged-in vehicles currently running those routes.

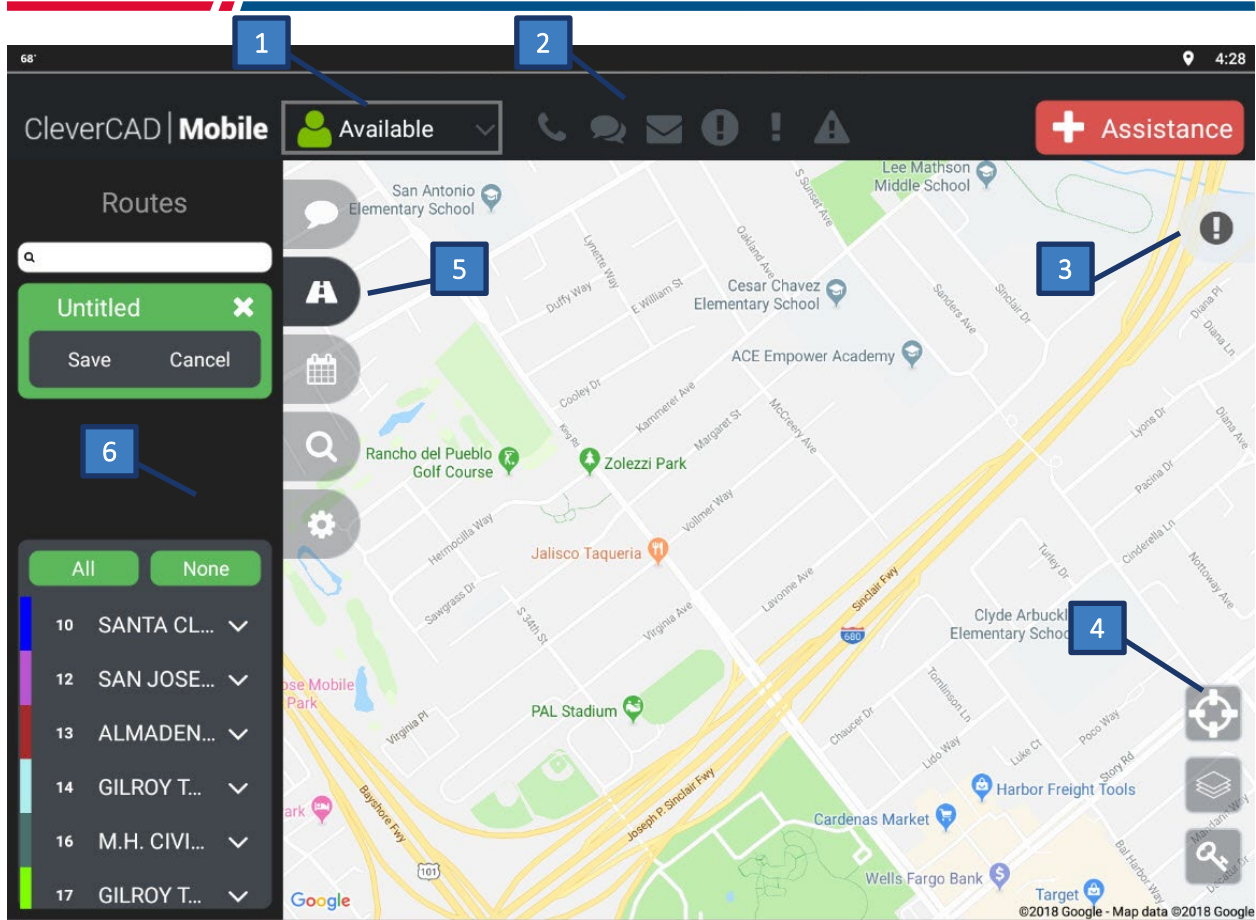


FIGURE 13: DEFAULT SCREEN (MAP)

- 1 User Status:**  
Shows your status from logon or manually set
- 2 Indicator Icons:**  
These “light up” when specific actions happen, such as an incoming voice call, text message or chat, etc.
- 3 Event Icon:**  
Access to Events
- 4 Map Features:**  
Allows the user to show/hide details on the map as well as access map specific features
- 5 Function Tab:**  
Access to voice communications, text messaging, chat, routes, schedule, search, and settings
- 6 Action Panel:**  
Provides information and actions related to the Function Tab

6.2.2.2.1.1 INDICATOR ICONS

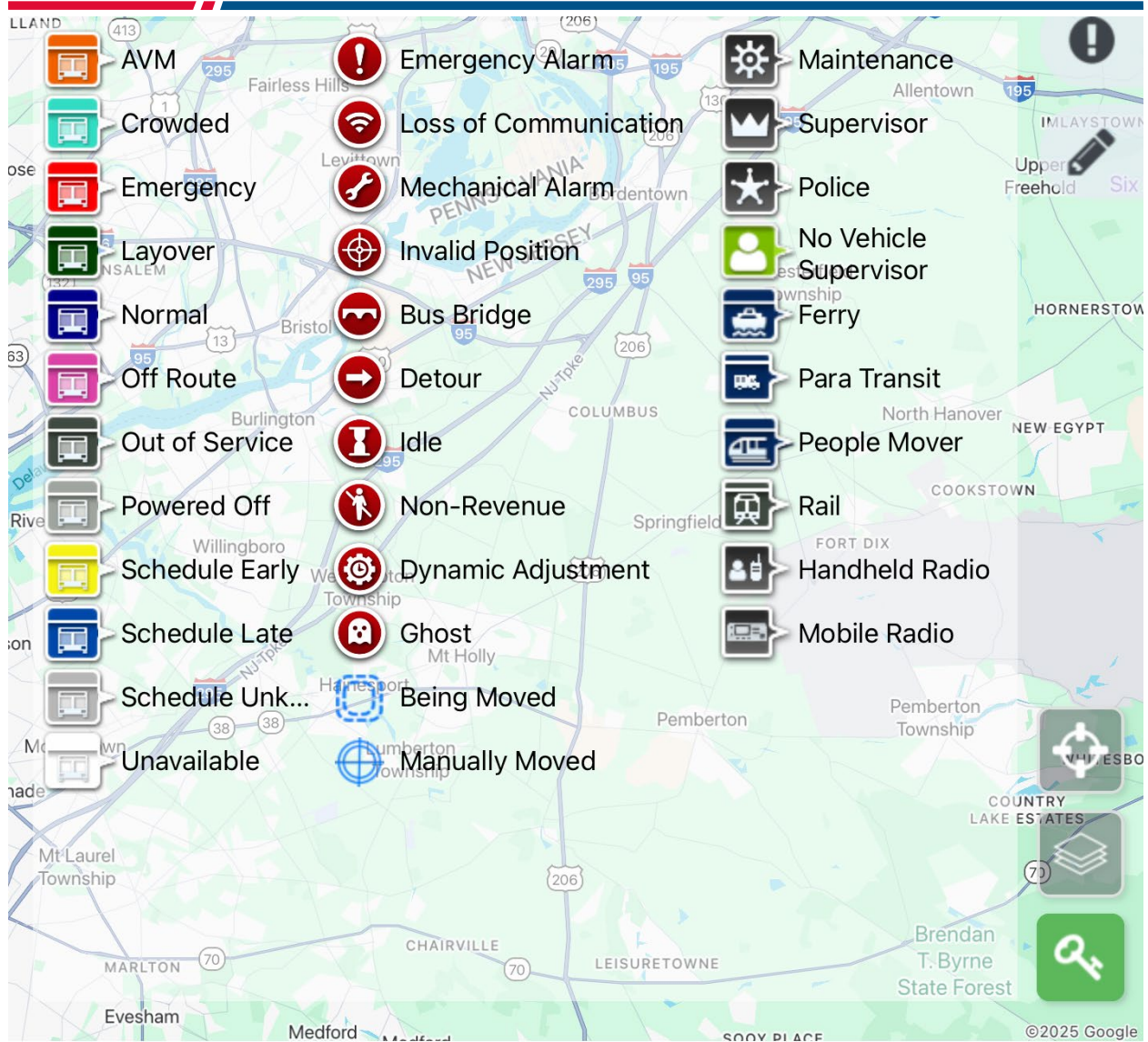
The Indicator Icons display to the right of the User Status. These icons have the following meaning:



FIGURE 14: CLEVERCAD MOBILE ICON DESCRIPTIONS

#### 6.2.2.2.1.2 MAP FEATURES

The Map Features button allows the user to show/hide details on the map, as shown in Figure 15. The Map Features button accesses map specific features, detailed in Figure 16.



**FIGURE 15: MAP DETAILS 'SHOWN' WITH THE GREEN KEY BUTTON**

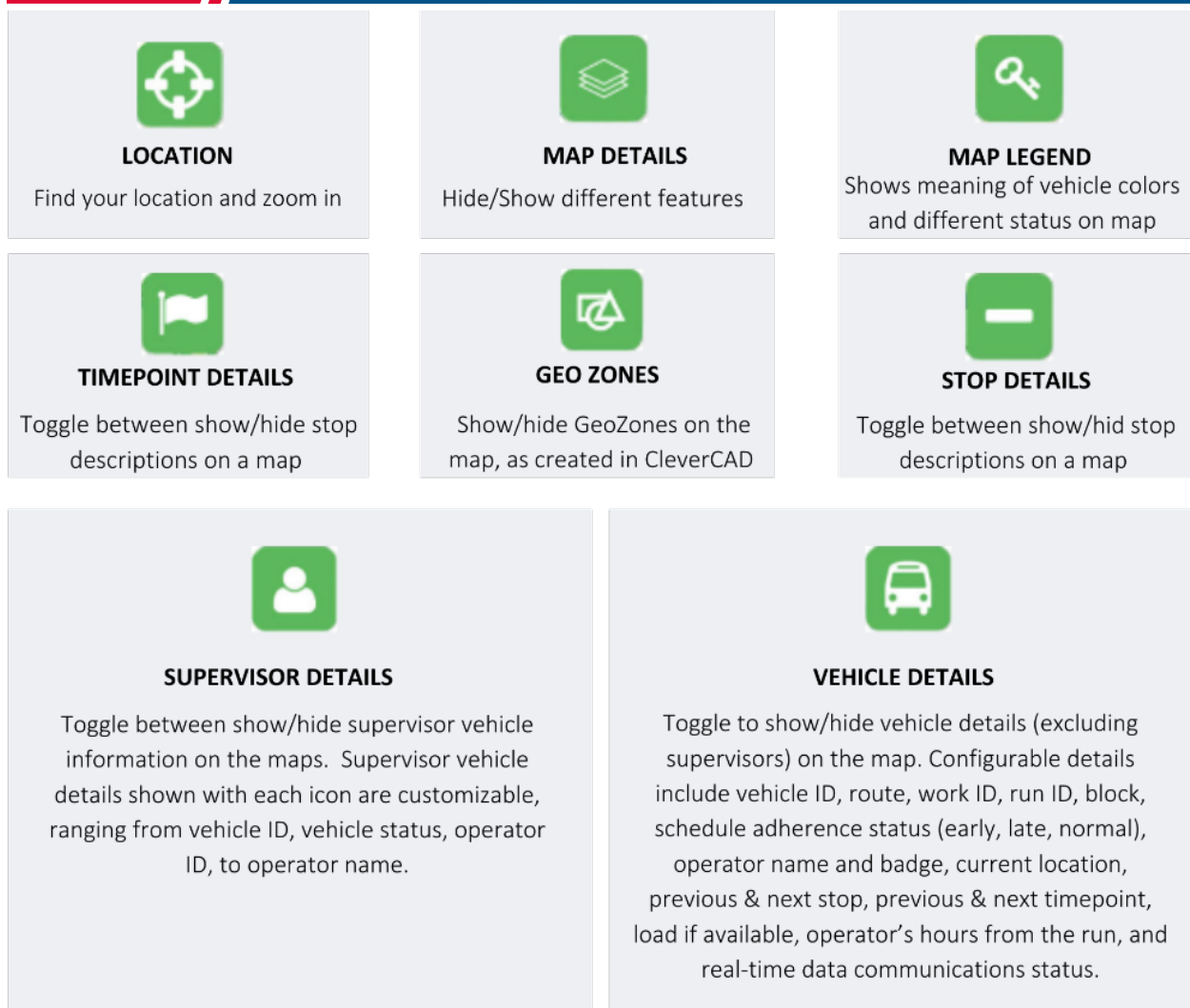


FIGURE 16: CLEVERCAD MOBILE MAP FEATURES ICON DESCRIPTIONS

**6.2.2.2.1.3 VEHICLE STATUS**

CleverCAD Mobile displays the status of the vehicle through both colors and symbols. The following are indicated by colors:

|                              |  |
|------------------------------|--|
| Emergency                    | Emergency Alarm  |
| Layover                      | Loss of Communications   |
| Off-Route                    | Mechanical Alarm   |
| Out of Service               | Invalid Position   |
| Powered Off                  | Non-Revenue  |
| Unavailable                  | Idle   |
| Early                        | Being Moved (CleverCAD client user is moving a vehicle on the map)                       |
| Normal                       | Manually Moved (Indicates vehicle last position is from "Being Moved")                   |
| Late                         | Dynamic Adjustment (Schedule change in CleverCAD Mobile or client)                       |
| On/Off Route                 | Bus Bridge (From CleverCAD client)   |
| AVM Event (if available)     | Detour (From CleverCAD client)   |
| Crowded (APC) (if available) | Ghost (Vehicle is running scheduled work but not communicating. Set by CleverCAD client) |

#### 6.2.2.2.1.4 SEARCH

CleverCAD Mobile comes with a search tool that supports finding a vehicle through various criteria including:

|                   |                       |
|-------------------|-----------------------|
| Vehicles          | Intersection          |
| Route             | Schedule (block, run) |
| Point of Interest |                       |

CleverCAD Mobile's powerful search tool displays all data elements associated with the text as typed in the search field.

#### 6.2.2.2.2 USER STATUS

CleverCAD monitors the status of CleverCAD Mobile users, aiding in managing street supervisors. This feature informs central dispatchers of street supervisors' availability for assignment or if they are busy, on break, or unavailable. Users can set their status upon logon, starting as Available and adjusting it to On-Break, Busy, Unavailable, back Available or other agency defined criteria.

### 6.2.2.2.3 VEHICLE DETAILS

The user can access additional vehicle details beyond the map summary. Selecting a vehicle displays associated information in the Action Panel, shown as item 6 in Figure 13. The Action Panel can display:

- |   |                                      |
|---|--------------------------------------|
| Vehicle ID                                      | Current location                     |
| Route   | Previous & next stop                 |
| Work ID   | Previous & next timepoint            |
| Run ID  | Load if available                    |
| Block   | Operator's hours from the run        |
| Schedule adherence status (early, late, normal) | Real-time data communications status |
| Operator name and badge                         |                                      |

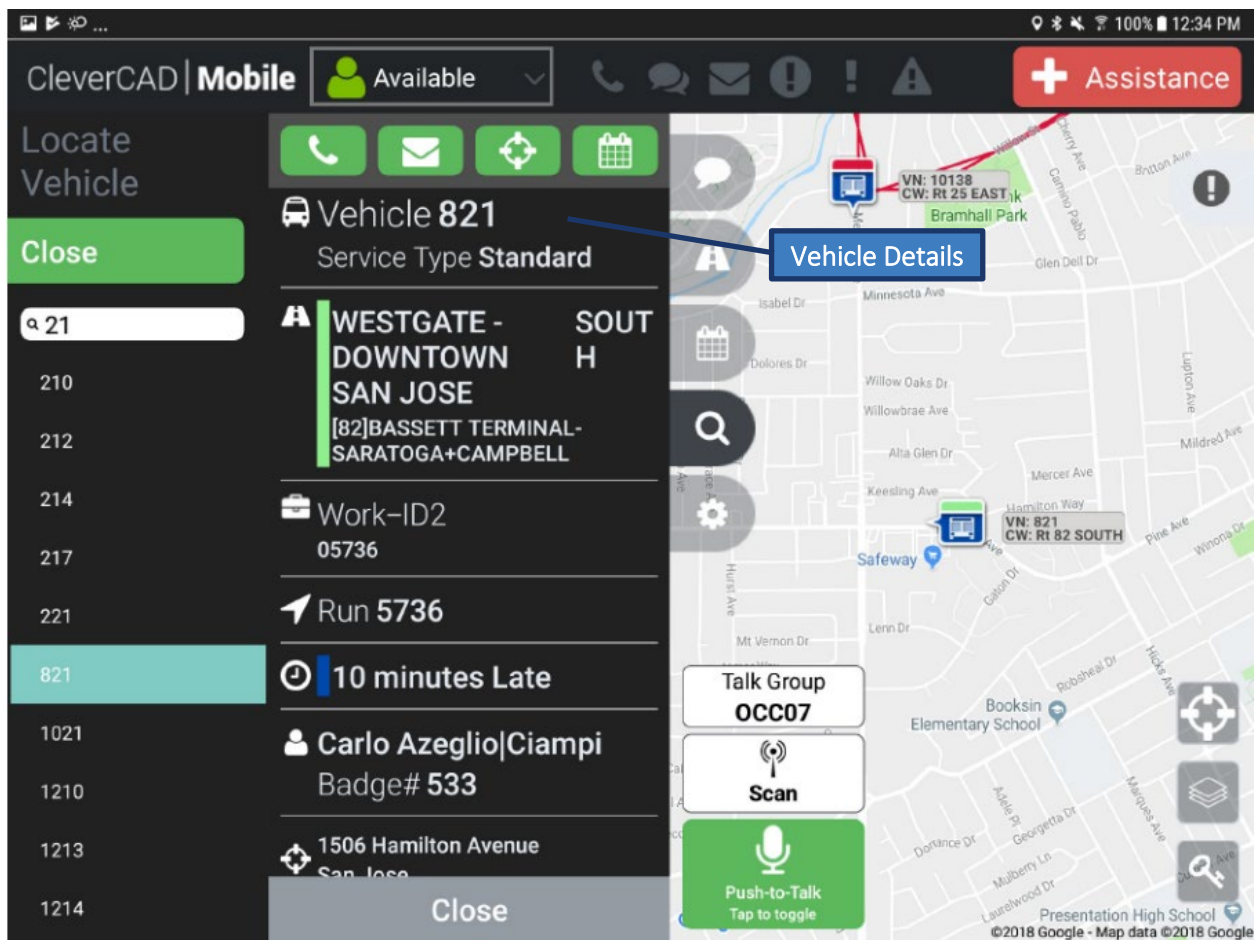


FIGURE 17: DEFAULT SCREEN (MAP)

### 6.2.2.2.4 VOICE COMMUNICATIONS

CleverCAD Mobile offers robust voice capabilities through private radio or Celrado VoIP. For private radio, users manually set the default talkgroup (configurable) to match the supervisor's portable or mobile talkgroup. In Celrado VoIP, integration with the Celrado Mobile App ensures automatic configuration of the default talkgroup (configurable).

Users can initiate voice calls to individual vehicles or groups based on vehicles, runs, blocks, routes, depots, or any combination. Selection is simplified with an easy-to-use interface, featuring search functionality with auto-filter capabilities.

The user can receive voice calls from other users and easily identify the caller.

During a voice call (incoming and outgoing), the user knows who is on the call, the duration and can end the call when needed.

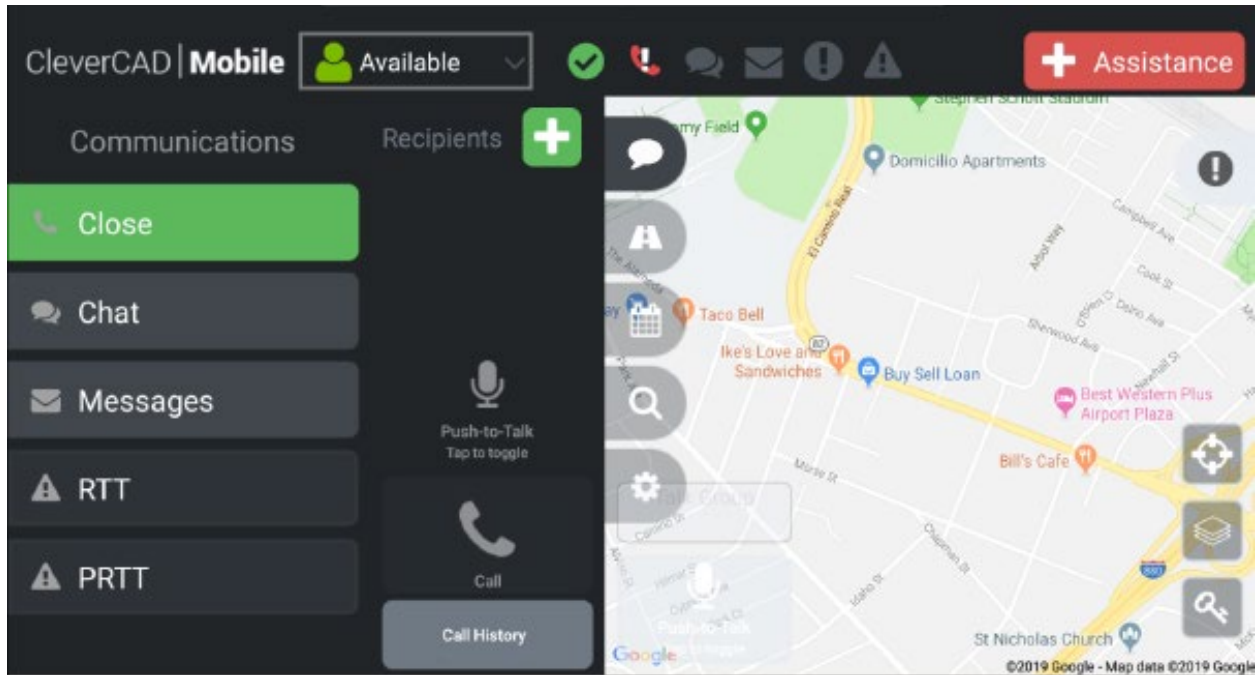


FIGURE 18: MAKE A VOICE CALL

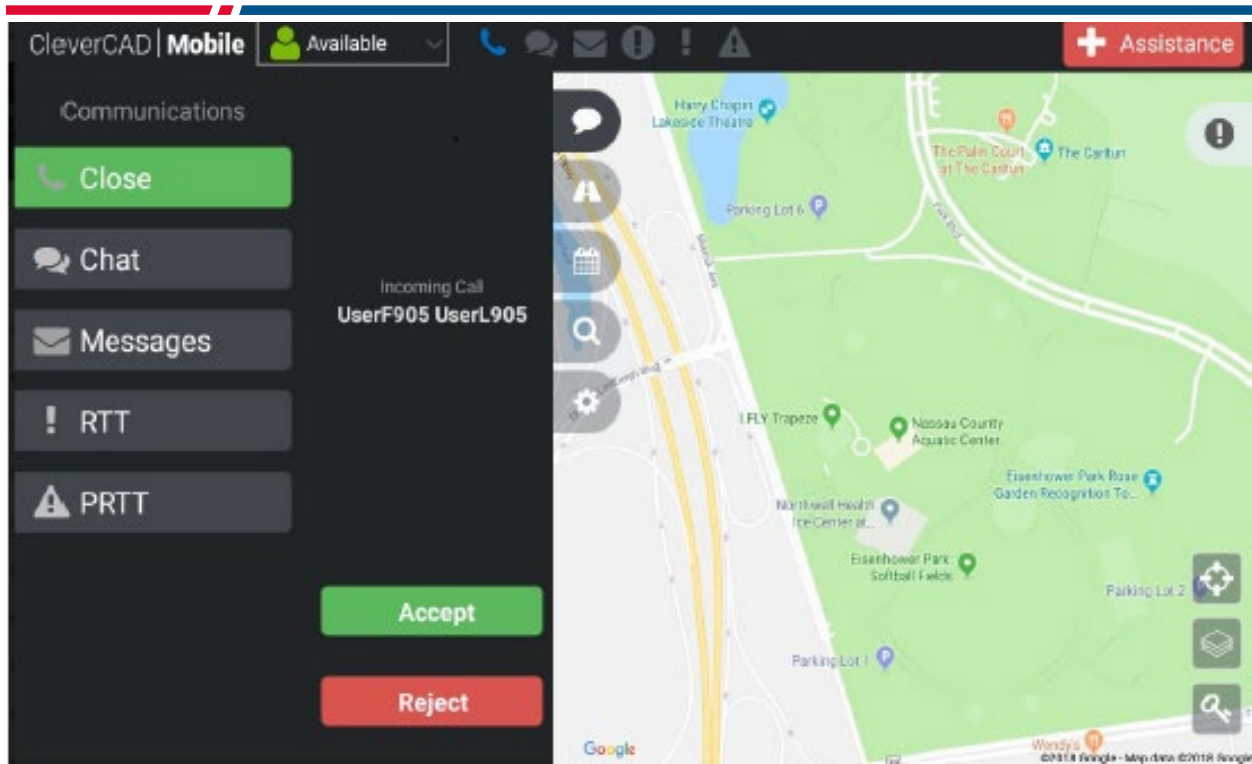


FIGURE 19: RECEIVE A VOICE CALL

When the voice call is established, CleverCAD Mobile lists each step of the call including:

- Initializing
- Connecting to the voice media
- Contacting the recipients
- Voice call established and indication of elapsed time

Call History allows users to review all incoming and outgoing voice calls, including established and missed calls, with associated details such as caller/recipient, date, time, and duration.

A user can alternatively request to talk to a dispatcher by sending a RTT/PRTT.

#### 6.2.2.2.5 TEXT MESSAGING

Similar to CleverCAD Client text messaging:

- The user can send a message to one or a group of dispatchers, employees, vehicles, routes, depots, or any combination.
- Selection is easy and includes search with auto filter (filter as you type) capability.
- Supports the selection of predefined messages or ad hoc messages.
- Ad hoc messages provide a standard keyboard on the tablet's touchscreen.
- The user can request a response such as, Acknowledge, Yes or No, and others.

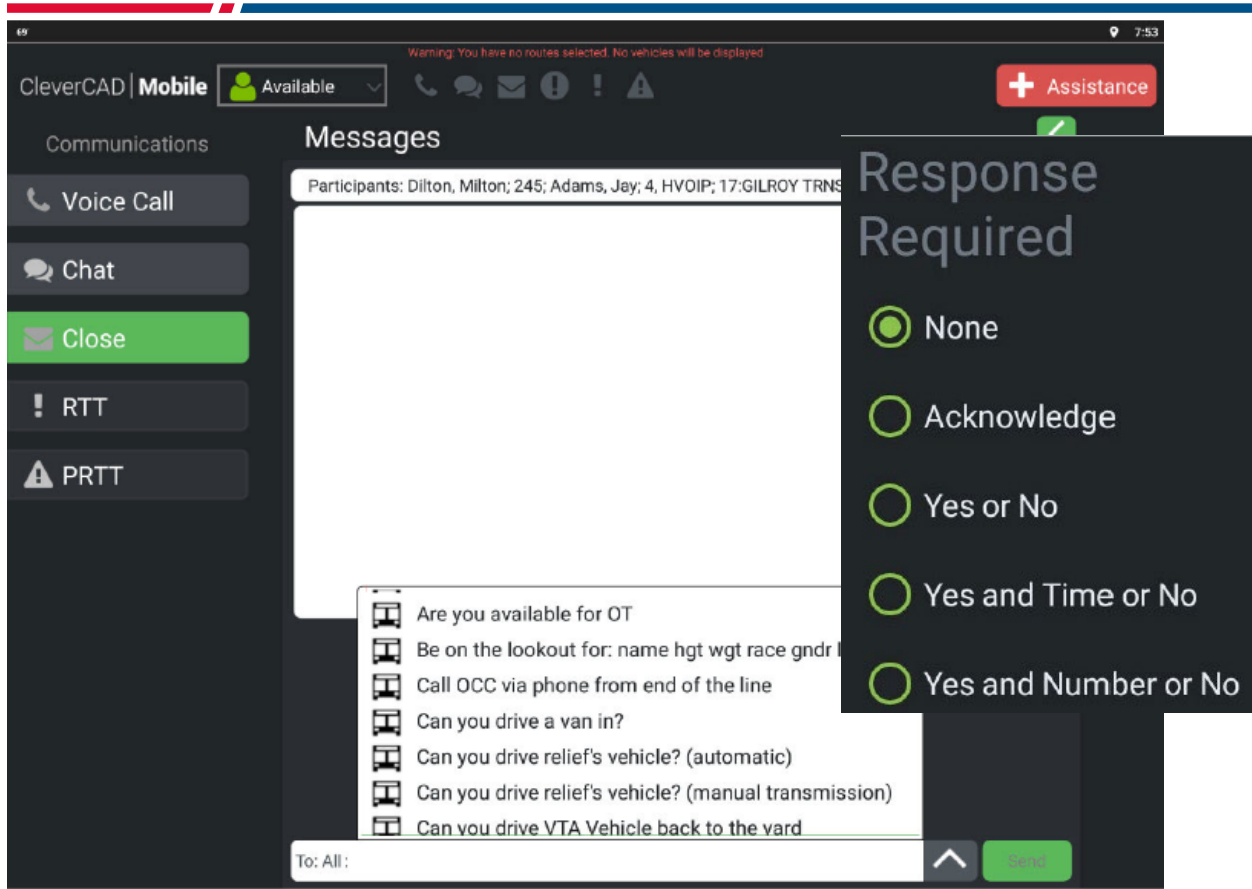


FIGURE 20: TEXT MESSAGING

#### 6.2.2.2.6 EVENTS

The Event Icon displays all events with common ones being Emergency Alarms, Requests to Talk (RTT), and Priority Requests to Talk (PRTT). It can also display pre/post inspection issues and any events typically shown in the CleverCAD Client Event grid. The available Events for the CleverCAD Mobile user are configurable in CleverCAD.



FIGURE 21: CLEVERCAD MOBILE EVENTS


When an event occurs, the Event icon lights up and the vehicle ID and event type pops up on the screen. If multiple events have occurred, their number is displayed in a blue circle to the right of the Event icon.

Selecting an event in the list opens a window containing additional details about the event. At the same time, the symbol of the vehicle on which the event occurred is centered on the map with an orange exclamation point overlapping it. A small popup shows the event type and the date/time it occurred. The information displayed includes:

- Vehicle ID
- Operator ID
- Time In Queue (TIQ)
- Route
- Date & Time (DTS)
- Incident (If applicable)
- Locked by (Dispatcher, if applicable)

To enhance ease of use, the event panel enables immediate action. The orange buttons at the bottom of the pop-up allow the user to make a voice call, create an incident, locate, and track the vehicle, incident, or closest supervisor, as well as navigate to the vehicle or incident location. The "Navigate" option is ideal for finding the quickest route to the current vehicle or incident location.

#### 6.2.2.2.7 INCIDENTS

CleverCAD Mobile allows the user to create or edit incidents, based on the configuration as managed in CleverCAD. Because CleverCAD uses a web-based Incident Management solution, CleverCAD Mobile allows the user to access the CleverCAD Incident management by simply selecting the create incident button  when viewing an event. This automatically navigates the user to the CleverCAD Incident Management in a separate web browser.

#### 6.2.2.2.8 CHAT

The chat functionality allows the user to chat with another dispatcher or CleverCAD Mobile user using text messaging.

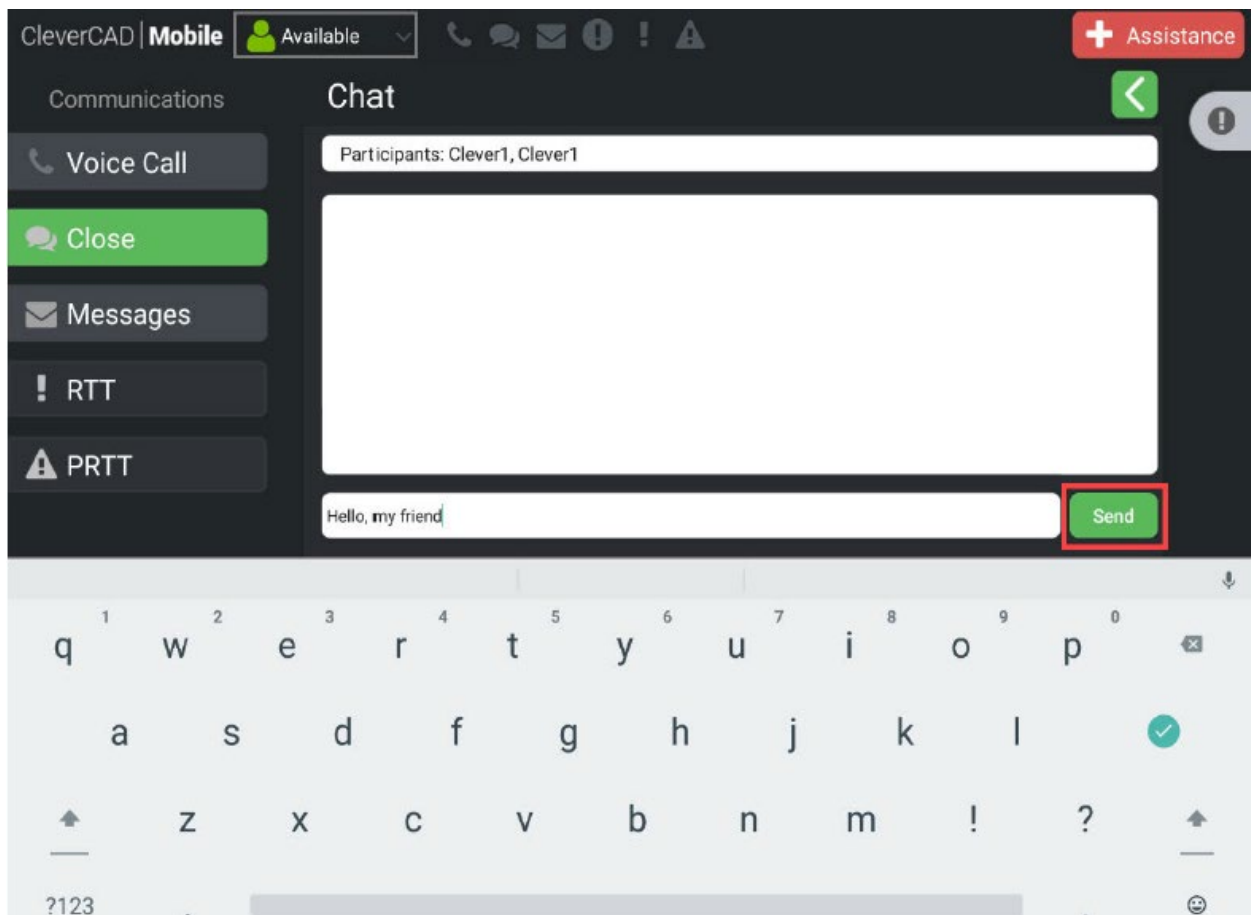


FIGURE 22: CLEVERCAD MOBILE CHAT SCREEN

#### 6.2.2.2.9 DISRUPTION MANAGEMENT SUPPORT

CleverCAD Mobile enables Core to make swift real-time schedule modifications in response to unplanned operational scenarios. Integrated with the CleverCAD Disruption Management module, it empowers users to cancel/reinstate timepoints and stops, create extra blocks/trips, adjust trip timings, implement short turns/express routes, reassign work between blocks, and view route changes due to bus bridge or detour, as created by a dispatcher in CleverCAD client.

The Disruption Management feature of CleverCAD Mobile looks and feels like Disruption Management of CleverCAD.

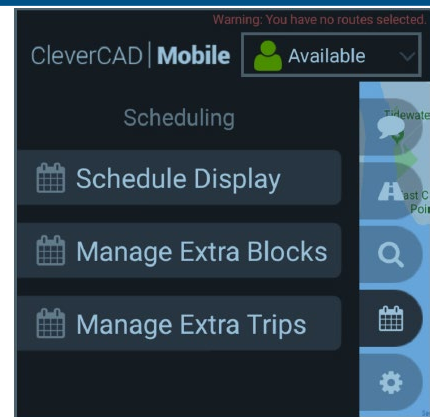


FIGURE 23

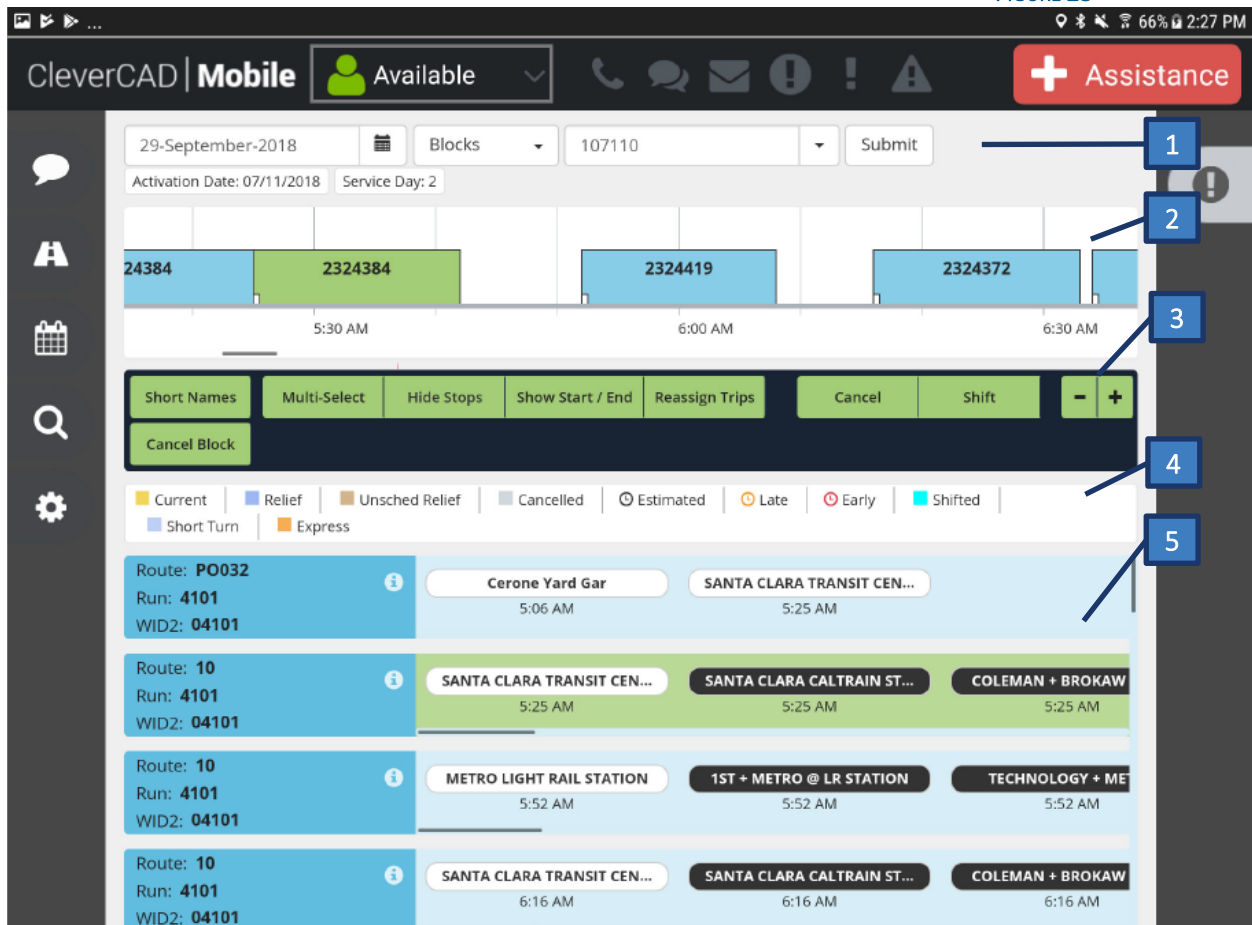


FIGURE 24: SCHEDULE DISPLAY (DISRUPTION MANAGEMENT)

CleverCAD Mobile’s Disruption Management has the following features:

- 1 In the Schedule Display, the Information/Element Selection enables the user to select the desired piece of work that includes the date, item type (block, run, work), and the specific work item ID.


- 2 Immediately below the selection fields, the Trip Visualizer is a horizontal timeline showing all of the trips in that work item chronologically from left to right, as a series of blue rectangles. Each blue rectangle contains the trip ID, and the small white boxes in the bottom left are the trip's timepoints. The user can select the white box to see the timepoints for the selected trip.
- 3 The Functions are the green boxes and provide the user the opportunity to customize the appearance of the information as well as actions to conduct, such as reassign trip, cancel block, etc.
- 4 The Legend Bar allows the user further customization of the appearance of the timepoints in the table using colors (current, relief, canceled, etc.) as well as symbols for schedule adherence (early, normal, late) placed on them.
- 5 The Stops/Timepoints table is on the bottom. The left side shows the route, run, work ID, and the right side shows the timepoints or stops (selectable) using a Functions button.

When creating new work (blocks and trips), the user selects Managing Extra Blocks or Managing Extra Trips. Each has the necessary fields to be populated for creating the new work.

Once an Extra Block is created, the data is synchronized with CleverCAD and displays in the CleverCAD client under Schedule Headway Display. Extra Blocks can then be filled with canceled or new trips.

#### 6.2.2.2.9.1 DETOURS & BUS BRIDGES

If Disruption Management is available, Detours and Bus Bridges that are created on a CleverCAD client, can be viewed in CleverCAD Mobile. When real-time modifications are made to routes and variations in the form of detours or bus bridges these "new variations" are added to the routes list. As these are different, and temporary, types of route variations, they will be denoted by special icons.

Detours on the route list and the vehicles operating on the detour are indicated by  in Figure 25. The detour is displayed as a dotted line on the map, as opposed to the solid line that represents a scheduled route.

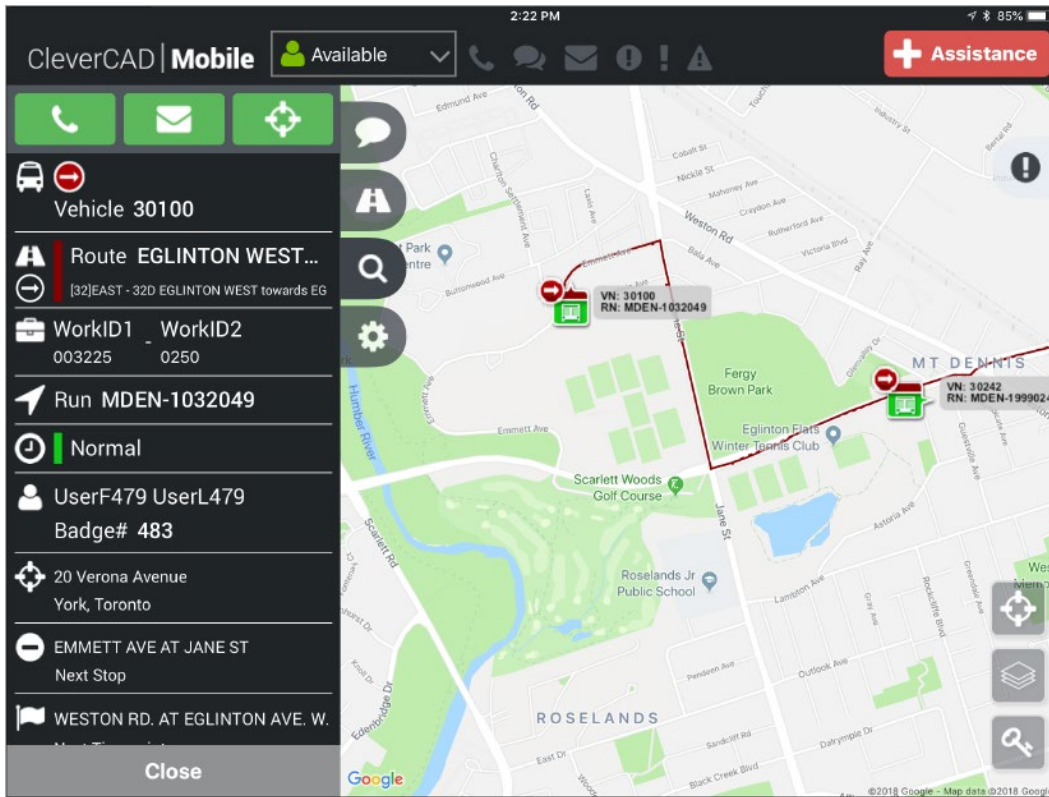



FIGURE 25: VIEW A DETOUR

Like detours, bus bridges are indicated on the route list by a unique icon  as shown in Figure 26.

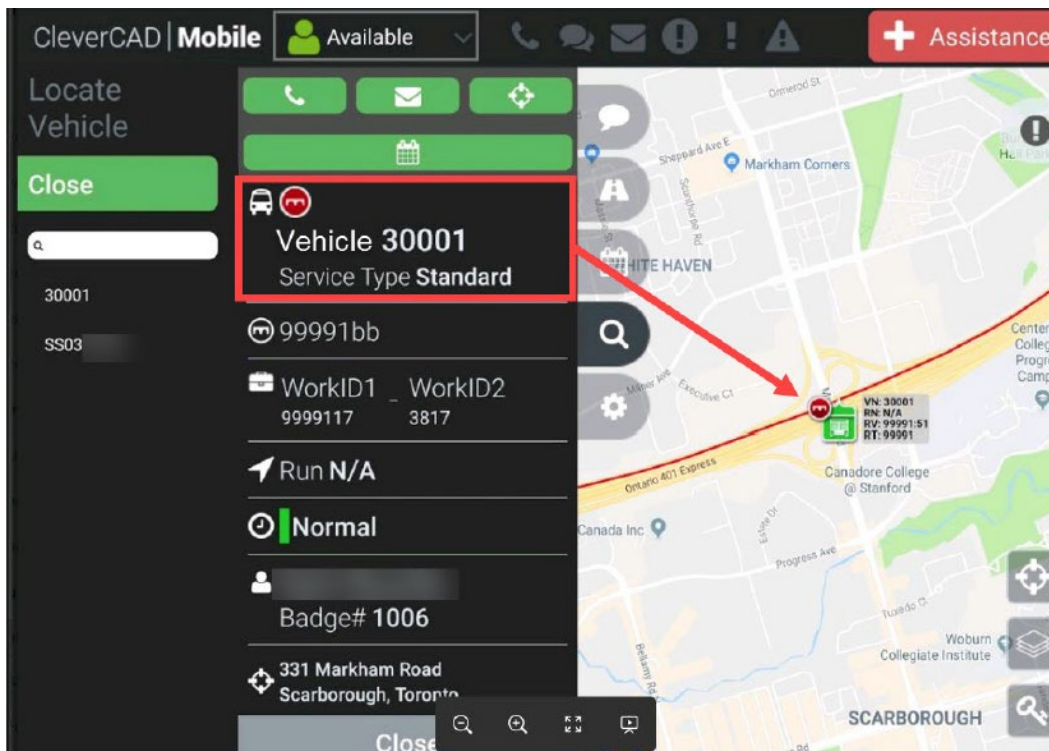


FIGURE 26: VIEW A BUS BRIDGE

### 6.2.3 MAIOR (OPTION)

The MAIOR Suite is Clever Devices' best-in-class scheduling and operations planning solution for designing, planning, optimizing, and managing public transport services. Leveraging ready-to-use optimization tools at every step of the process, the MAIOR Suite enables authorities to easily plan their services, quickly address service disruptions, and seamlessly manage their workforce. By simplifying downstream processes and service performance monitoring, the MAIOR Suite improves service planning leading to improved planning quality and better on-time performance.

The Suite's main functionalities cover these core scheduling processes:

**Service Planning:** Create a reliable, passenger-centric service schedule with optimal on-time performance. These simple-to-use tools let you generate optimal timetables that consider desired headways, vehicle availability, and ridership demand.

**Resource Scheduling:** Enhance operational efficiency by optimizing vehicles, operator schedules, and rosters, resulting in reduced resource requirements. Optimize vehicle blocks and runs to maximize service planning efficiency and save time and money.

**Operations Management:** Efficiently manage daily operations, address disruptions, and adapt to last-minute changes utilizing advanced tools that identify alternative solutions. Prioritize staff needs through streamlined workforce management for effective service planning.



FIGURE 27: MAIOR SUITE – A COMPLETE TOOLBOX FOR YOUR ENTIRE OPERATIONS PLANNING

#### 6.2.3.1 A COMPLETE TOOLBOX

The MAIOR Suite offers a consistent and logical framework. Public transport companies can select modules of interest and scale their solution as needed to adapt to operational changes, safeguarding their investment and ensuring operational and financial sustainability.

#### Service Planning

**Network Design:** Plan routes quickly and effectively by managing and keeping the entire public transport network up to date.

**Timetable Design:** Plan trips for multiple routes and patterns using accurate running times and optimize timetables according to headway's goals, managing vehicle autonomy, interlining needs, and meeting passenger demand.

**Running Time Analysis:** Leverage historical CAD/AVL data to calculate optimal driving times throughout the day to improve the service planning reliability and improve the on-time performance.

### **Resource Planning**

**Vehicle Scheduling:** Optimize the fleet's vehicle schedules to achieve optimal service planning using minimal vehicles, reducing non-revenue trips and maximizing efficiency by automatically minimizing deadhead miles.

**Operator Scheduling:** Create optimized operator schedules without fear of breaking union or business rules, effectively handling various contract types, seniority attributes, overtime reduction, and more.

**Rostering:** Compile operators' work assignments into weekly rosters, including days off, in accordance with the company's operational guidelines.

### 6.2.3.2 WHY MAIOR? BECAUSE OPTIMIZATION IS WHAT WE DO

More than 100 clients leverage the MAIOR Suite to enhance their service planning. It caters to each company's unique rules and constraints, handles unique city events and calendar exceptions, all while improving the passenger experience and optimizing resources through preconfigured planning solutions.

**More efficiency and productivity improvement:** Authorities using the MAIOR Suite evidenced a reduction in the total number of working days needed to generate optimized service schedules. Studies ascertain that companies using the system could reduce the time dedicated to the design of a new service from scratch by up to 90%.

**Increased efficiency and productivity:** MAIOR Suite users have demonstrated a reduction in the time required to create optimized service schedules, with studies showing up to a 90% decrease in the time needed to design a new service from the ground up.

**Lower operational costs:** Transit agencies who previously operated without an effective operations planning solution saw a reduction in operator runs of up to 10% when utilizing MAIOR's robust embedded algorithms. The MAIOR Suite also assists schedulers in optimizing vehicle distribution at depots, reducing non-revenue trips, and potentially cutting expenses related to overtime and premium payments.

**Tailored solutions that meet customer needs:** The MAIOR Suite's value relies on its flexibility and customizability. It can efficiently address company vehicle and operator management business rules, to effectively provide suitable solutions. A modular approach provides flexibility to adapt and configure the application as requirements change, preserving investment throughout the years.

**Powerful Embedded Algorithms:** MAIOR continuously enhances its industry-leading optimization algorithms, shaped by decades of operations research and collaboration with top universities. The company ensures its software remains technologically up-to-date and addresses today's and tomorrow's optimization requirements for efficient operations planning.

**Global experience:** Due to over 30 years of global industry experience working with diverse customers across Europe, North America, the Middle East, Oceania, South America, and Asia, the MAIOR Suite can meet the needs of any fleet worldwide. Additionally, if new rules emerge, MAIOR can swiftly develop and share them with other customers.

### 6.2.3.3 SYSTEM RELIABILITY

#### Reliable Software Solution Based on ORACLE Technologies

The MAIOR Suite relies on an Oracle® Embedded Database as its central data management system. This advanced database serves as the core repository, efficiently organizing and storing consistent information for services, personnel, and vehicles. The MAIOR data warehouse also utilizes Oracle technology.

#### Seamless Third-Party System Integration

MAIOR creates and manages core data. This data must be integrated with various external third-party systems. To facilitate this, the MAIOR Suite offers robust and user-friendly software integration options, primarily through RESTful Web Services and customizable CSV file export and import.

#### Cybersecurity

The MAIOR Suite works according to an internal Secure Software Development Life Cycle Policy (SDLCP) that defines the entire software development process at MAIOR. This includes requirements analysis, release management, design, development, testing and maintenance of all software products developed. Specifically for cybersecurity purposes, MAIOR applies passive and active procedures like static code analysis as well as penetration tests executed by cybersecurity consultants.

#### System Reliability

The MAIOR Suite automatically tracks the system's efficiency, whether it is on-premises or in the cloud, by monitoring critical operation runtimes. System administrators can use a dedicated tool to assess not only the system's processing speed but also the waiting times experienced by users. This includes tracking the time it takes for tasks like opening the application, creating runs, and executing algorithms, among others.

#### 6.2.3.4 POWERFUL, FLEXIBLE, AND ADVANCED

##### Manage All Settings in One Place

Like in an operating system environment, the MAIOR Suite includes a control panel, as the single point to access to all fundamental operations planning parameters, such as the following:

**Typologies:** Line types, pattern categories, vehicle classes, vehicle types, such as 40ft, 60ft, electric vehicles, and trolley bus, vehicles in depots, running times levels, service levels, operator qualifications, among others.

**Scheduling Basis:** Operating days, holidays, recovery times, running times, deadhead times, service levels, service versions, and more.

**Rule Set:** Global constraints, rule sets, costs, break coverage.

**User Settings:** Background configuration and measure system (SI or USCS).

See Figure 28 for an example of the control panel navigation screen.

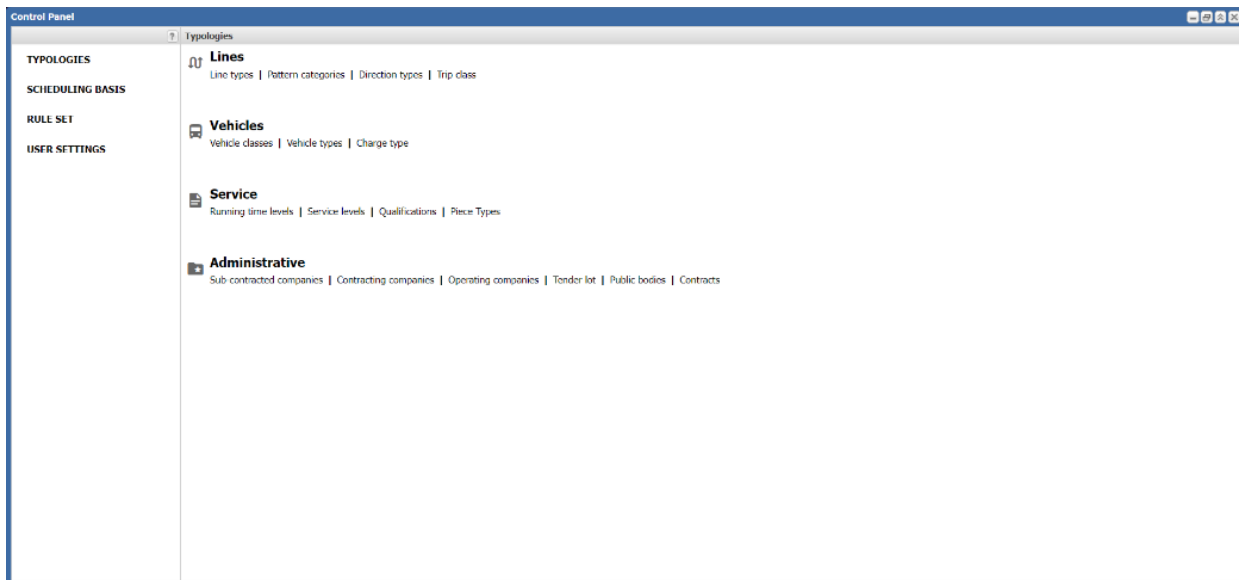


FIGURE 28: SAMPLE CONTROL PANEL SCREEN FOR CORE TO ACCESS OPERATIONS PLANNING PARAMETERS, ALL IN ONE PLACE.

## Validate the Planned Service Quality

When dealing with manual timetable adjustments, supervisors may need to ensure that all trip commercial speeds meet a specified target or that recovery time durations fall within specific thresholds. With the Quality Check Manager feature, users of the MAIOR Suite can easily make data validations on a specific scenario or a date range, to a single module or across the entire system before making any changes effective.

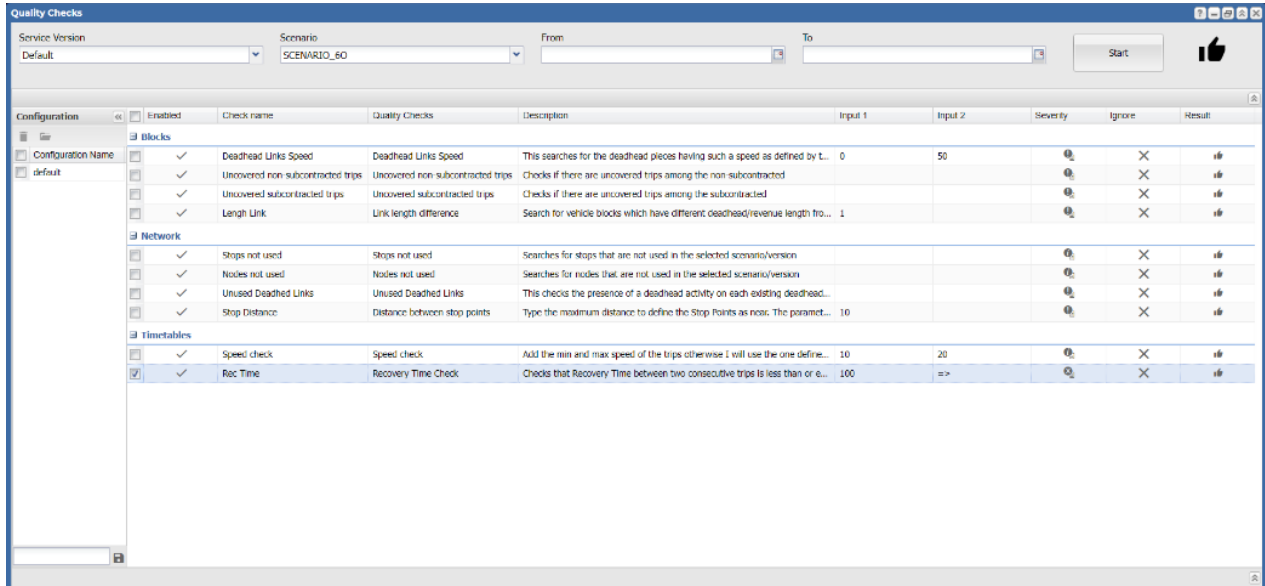


FIGURE 29: SAMPLE QUALITY CHECK MANAGER SCREEN, SHOWING THE VIEW OF QUERIES

### Tailor User Rights and to Define User Profiles and Roles

The MAIOR Suite empowers the agency to exercise complete control over user data permissions and profiles, guaranteeing appropriate user access and robust system security. The admin user configures and administers access and permissions for each user, which can include:

Role: Admin, Analyst, User, Reader, or specific functionality user

Team: Create groups and subgroups

Access Level: Limited to full

Dataset: Available functionalities, service mode, service version, or network portion

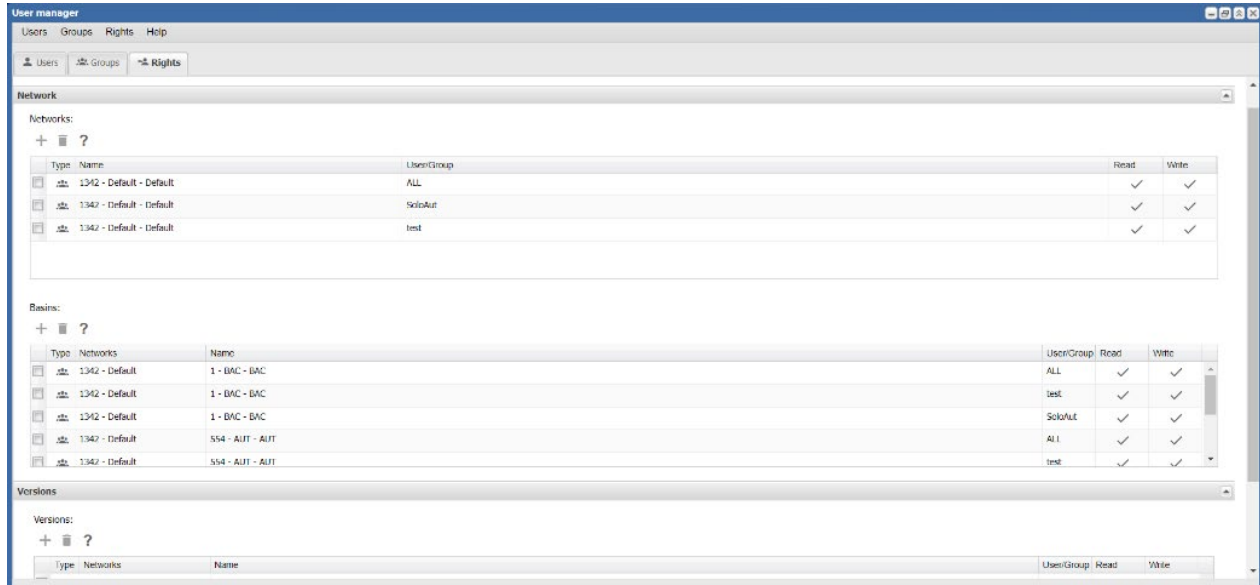


FIGURE 30: SAMPLE USER MANAGER SCREEN TO CONTROL USER DATA PERMISSIONS

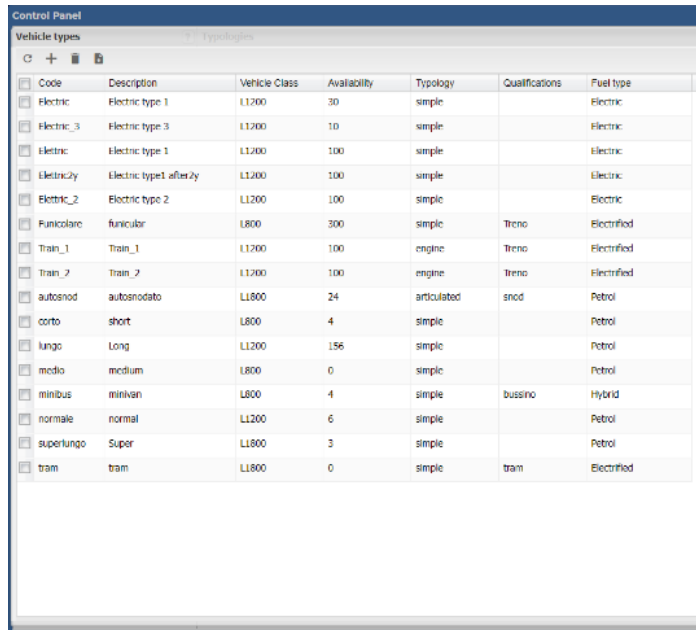
### Advanced Modeling of the Vehicle Fleet

Users customize vehicle settings to ensure that the blocking optimization aligns with the fleet's distinct attributes. The MAIOR Suite simplifies management and operations planning for diverse mixed fleets, encompassing diesel, electric, hybrid, hydrogen, light rail, and railway vehicles. Users can create and manage customized attributes, like:

**Vehicle's characteristics:** Code, class, passenger capacity, disability seats, bicycle friendly.

**Driving characteristics:** Required operator qualifications.

**Electric vehicles' characteristics:** like charging time and range.

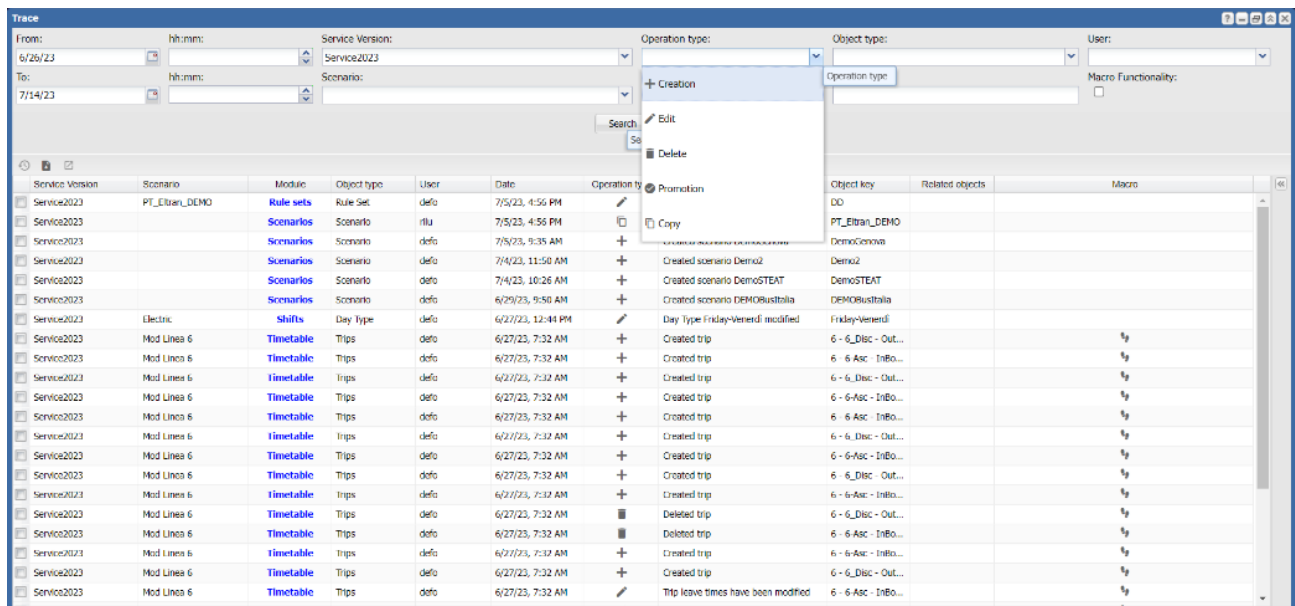


| Code       | Description            | Vehicle Class | Availability | Typology    | Qualifications | Fuel type   |
|------------|------------------------|---------------|--------------|-------------|----------------|-------------|
| Electric_1 | Electric type 1        | L1200         | 30           | simple      |                | Electric    |
| Electric_3 | Electric type 3        | L1200         | 10           | simple      |                | Electric    |
| Electric_1 | Electric type 1        | L1200         | 100          | simple      |                | Electric    |
| Electric2y | Electric type1 after2y | L1200         | 100          | simple      |                | Electric    |
| Electric_2 | Electric type 2        | L1200         | 100          | simple      |                | Electric    |
| Funicolare | funicular              | L800          | 300          | simple      | Treno          | Electrified |
| Train_1    | Train_1                | L1200         | 100          | engine      | Treno          | Electrified |
| Train_2    | Train_2                | L1200         | 100          | engine      | Treno          | Electrified |
| autosnod   | autosnodato            | L1800         | 24           | articulated | snod           | Petrol      |
| corto      | short                  | L800          | 4            | simple      |                | Petrol      |
| lungo      | Long                   | L1200         | 156          | simple      |                | Petrol      |
| medio      | medium                 | L800          | 0            | simple      |                | Petrol      |
| minibus    | minivan                | L800          | 4            | simple      | bussino        | Hybrid      |
| normale    | normal                 | L1200         | 6            | simple      |                | Petrol      |
| superlungo | Super                  | L1800         | 3            | simple      |                | Petrol      |
| tram       | tram                   | L1800         | 0            | simple      | tram           | Electrified |

FIGURE 31: SAMPLE CONTROL PANEL SCREEN DEMONSTRATING THE CAPABILITY TO FILTER DATA, HERE SHOWING VEHICLES BY TYPE.

### Transparency and Traceability

The MAIOR Suite ensures complete transparency. Using a single tool, the Trace Manager, administrators can monitor all changes made, including detailed data elements within the modules. Users can conveniently filter data by various criteria such as object type, user, scenario, functionality, or keyword, enabling them to track actions like creation, modification, deletion, copying, or promotion of objects and always identify who performed each action.



| Service Version | Scenario       | Module    | Object type | User | Date              | Operation type | Object key              | Related objects | Macro |
|-----------------|----------------|-----------|-------------|------|-------------------|----------------|-------------------------|-----------------|-------|
| Service2023     | PT_Eltran_DEMO | Rule sets | Rule Set    | defo | 7/5/23, 4:56 PM   | Creation       | DD                      | PT_Eltran_DEMO  |       |
| Service2023     |                | Scenarios | Scenario    | rlu  | 7/5/23, 4:56 PM   | Creation       |                         | DemoCeswa       |       |
| Service2023     |                | Scenarios | Scenario    | defo | 7/5/23, 9:35 AM   | Creation       |                         | Demo2           |       |
| Service2023     |                | Scenarios | Scenario    | defo | 7/4/23, 11:58 AM  | Creation       |                         | DemoSTEAT       |       |
| Service2023     |                | Scenarios | Scenario    | defo | 7/4/23, 10:26 AM  | Creation       |                         | DemoSTEAT       |       |
| Service2023     |                | Scenarios | Scenario    | defo | 6/29/23, 9:50 AM  | Creation       |                         | DEMOBustalia    |       |
| Service2023     | Electric       | Shifts    | Day type    | defo | 6/27/23, 12:44 PM | Modification   | Day Type Friday-Venerdì | Friday-Venerdì  |       |
| Service2023     | Mod Linea 6    | Timetable | Trips       | defo | 6/27/23, 7:32 AM  | Creation       | 6 - 6_Disc - Out...     |                 |       |
| Service2023     | Mod Linea 6    | Timetable | Trips       | defo | 6/27/23, 7:32 AM  | Creation       | 6 - 6 Asc - InBo...     |                 |       |
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| Service2023     | Mod Linea 6    | Timetable | Trips       | defo | 6/27/23, 7:32 AM  | Creation       | 6 - 6_Disc - Out...     |                 |       |
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| Service2023     | Mod Linea 6    | Timetable | Trips       | defo | 6/27/23, 7:32 AM  | Creation       | 6 - 6 Asc - InBo...     |                 |       |
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| Service2023     | Mod Linea 6    | Timetable | Trips       | defo | 6/27/23, 7:32 AM  | Creation       | 6 - 6 Asc - InBo...     |                 |       |
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| Service2023     | Mod Linea 6    | Timetable | Trips       | defo | 6/27/23, 7:32 AM  | Creation       | 6 - 6 Asc - InBo...     |                 |       |
| Service2023     | Mod Linea 6    | Timetable | Trips       | defo | 6/27/23, 7:32 AM  | Creation       | 6 - 6_Disc - Out...     |                 |       |
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| Service2023     | Mod Linea 6    | Timetable | Trips       | defo | 6/27/23, 7:32 AM  | Creation       | 6 - 6 Asc - InBo...     |                 |       |
| Service2023     | Mod Linea 6    | Timetable | Trips       | defo | 6/27/23, 7:32 AM  | Creation       | 6 - 6_Disc - Out...     |                 |       |
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| Service2023     | Mod Linea 6    | Timetable | Trips       | defo | 6/27/23, 7:32 AM  | Creation       | 6 - 6 Asc - InBo...     |                 |       |
| Service2023     | Mod Linea 6    | Timetable | Trips       | defo | 6/27/23, 7:32 AM  | Creation       | 6 - 6_Disc - Out...     |                 |       |
| Service2023     | Mod Linea 6    | Timetable | Trips       | defo | 6/27/23, 7:32 AM  | Creation       | 6 - 6 Asc - InBo...     |                 |       |
| Service2023     | Mod Linea 6    | Timetable | Trips       | defo | 6/27/23, 7:32 AM  | Creation       | 6 - 6 Asc - InBo...     |                 |       |
| Service2023     | Mod Linea 6    | Timetable | Trips       | defo | 6/27/23, 7:32 AM  | Creation       | 6 - 6_Disc - Out...     |                 |       |
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| Service2023     | Mod Linea 6    | Timetable | Trips       | defo | 6/27/23, 7:32 AM  | Creation       | 6 - 6_Disc - Out...     |                 |       |
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| Service2023     | Mod Linea 6    | Timetable | Trips       | defo | 6/27/23, 7:32 AM  | Creation       | 6 - 6 Asc - InBo...     |                 |       |
| Service2023     | Mod Linea 6    | Timetable | Trips       | defo | 6/27/23, 7:32 AM  | Creation       | 6 - 6_Disc - Out...     |                 |       |
| Service2023     | Mod Linea 6    | Timetable | Trips       | defo | 6/27/23, 7:32 AM  | Creation       | 6 - 6 Asc - InBo...     |                 |       |
| Service2023     | Mod Linea 6    | Timetable | Trips       | defo | 6/27/23, 7:32 AM  | Creation       | 6 - 6 Asc - InBo...     |                 |       |
| Service2023     | Mod Linea 6    | Timetable | Trips       | defo | 6/27/23, 7:32 AM  | Creation       | 6 - 6_Disc - Out...     |                 |       |
| Service2023     | Mod Linea 6    | Timetable | Trips       | defo | 6/27/23, 7:32 AM  | Creation       | 6 - 6 Asc - InBo...     |                 |       |
| Service2023     | Mod Linea 6    | Timetable | Trips       | defo | 6/27/23, 7:32 AM  | Creation       | 6 - 6 Asc - InBo...     |                 |       |
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| Service2023     | Mod Linea 6    | Timetable | Trips       | defo | 6/27/23, 7:32 AM  | Creation       | 6 - 6_Disc - Out...     |                 |       |
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| Service2023     | Mod Linea 6    | Timetable | Trips       | defo | 6/27/23, 7:32 AM  | Creation       | 6 - 6 Asc - InBo...     |                 |       |

### Quickly Find Service Planning Elements

The MAIOR Suite helps users to quickly find any service operations' planning element, like scenarios, lines, patterns, stops, trips, running times, blocks, runs, rule sets, and constraints. With one click, users can quickly open the module that contains the searched element. Moreover, it is easy to open the traceability functionality to verify all changes made.

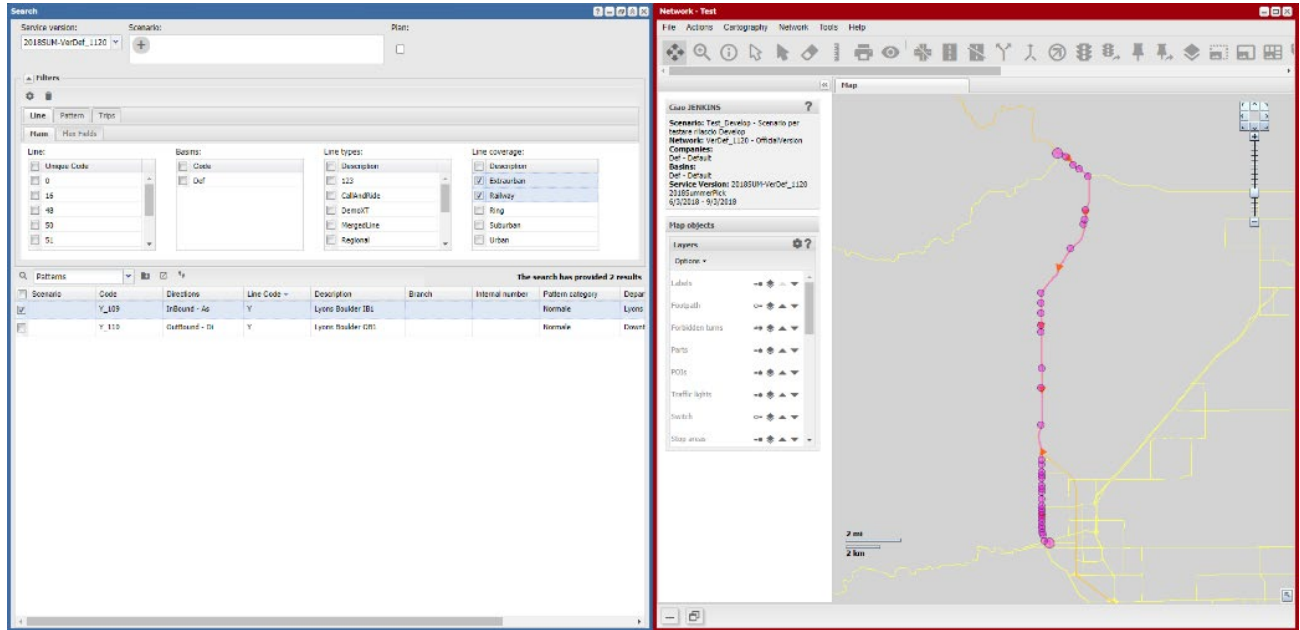


FIGURE 33: SAMPLE SEARCH SCREENS, ENABLING USERS TO QUICKLY FIND ANY SERVICE OPERATIONS PLANNING ELEMENT

### Familiar User Experience

Developed as a Rich Internet Application, the MAIOR Suite is a web application with the UI of a desktop application. It is accessible using any common browser providing an experience that users find intuitive.

The split screen feature allows users to visualize and work in two functionalities simultaneously. Working comfortably, this immersive approach gives users a broad view of the operations planning tasks they are performing, which increases the efficacy of the users' work.

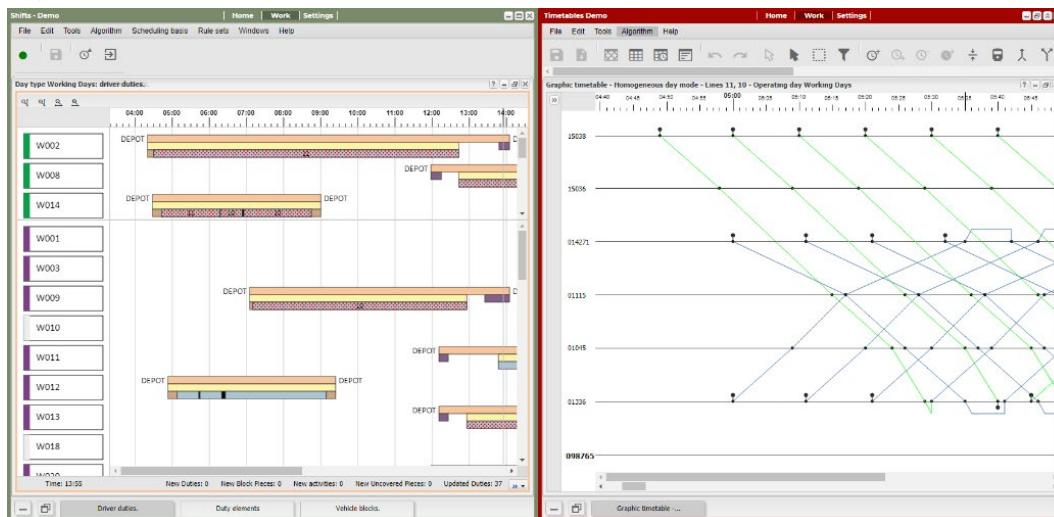


FIGURE 34: SAMPLE INTUITIVE BROWSER SHOWING SPLIT-SCREEN VIEW THAT HELPS GIVE USERS A BROADER UNDERSTANDING OF THEIR WORK WITH THE SYSTEM

## Graphical and Tabular Data Views

Users can choose between graphical and tabular data views. Both views display and manipulate the same data, enabling users to work with the data in the format they are most comfortable with.

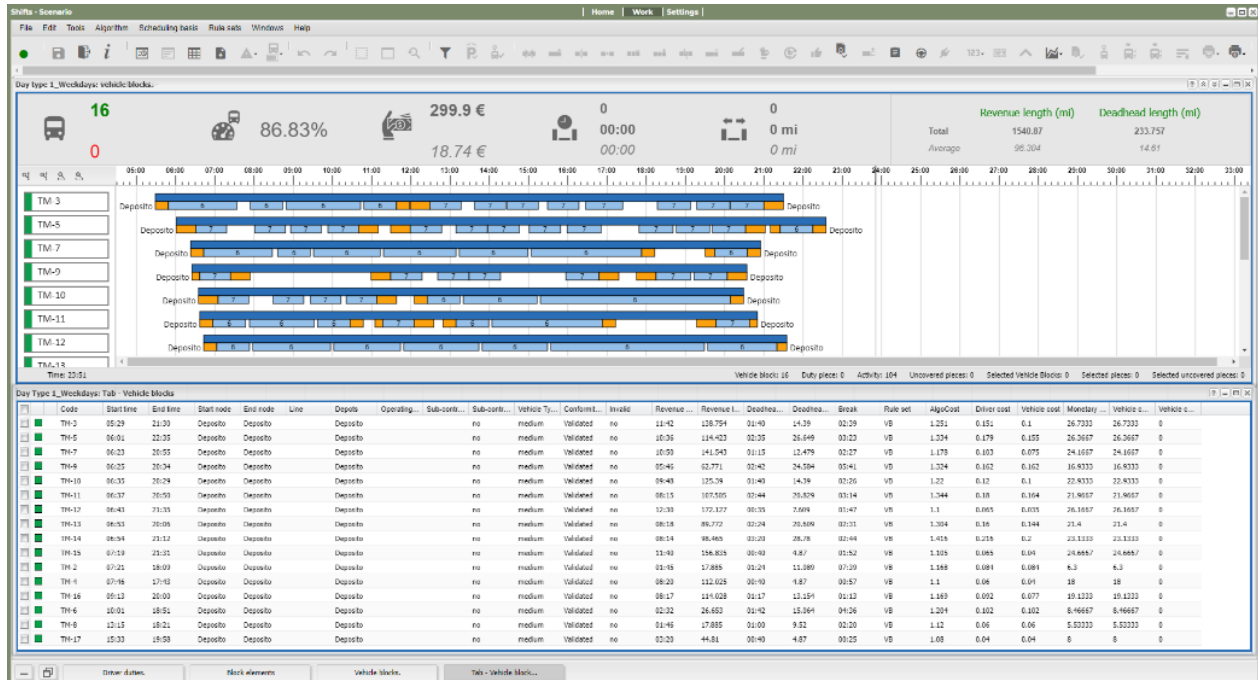


FIGURE 35: SAMPLE GRAPHICAL AND TABULAR DATA VIEWS, SHOWN HERE PROVIDING EASE OF USE FOR VIEWING SCHEDULE INFORMATION

### 6.2.3.5 POWERFUL ALGORITHMS

The MAIOR Suite powerful optimization algorithms are at the core of the operations planning. Optimized operations planning ensures cost-effective service delivery while upholding efficiency, sustainability and adherence to all labor agreements and business rules.

The seven embedded algorithms of the MAIOR Suite include:

**Timetable Optimization Algorithm:** Generates trips that automatically satisfy business goals, like the available vehicles, the desired headways, or the passenger demand.

**Running Time Optimization Algorithm:** Calculates optimized running times by lines, by day type, and by time band, using historic data, such as from ITS systems.

**Blocking Optimization Algorithm:** Creates vehicle schedules that automatically consider all deadheads, recovery times, charging requirements, and interlining rules. It also supports vehicle scheduling optimization for electric buses.

- 1.1. **Electric Bus Blocking Optimization:** Creates e-bus schedules that automatically consider vehicle autonomy, guaranteeing a minimum battery level per each trip, while considering the desired charging strategy.

**Run-Cutting Optimization Algorithm:** Cuts the vehicle blocks into the fewest operator runs needed to cover the service respecting all labor agreements and rules.

**Rostering Optimization Algorithm:** Creates optimized rosters or bid packages for operators. It balances the workload among operators and minimizes overtime and premiums to ensure operators satisfaction and costs control.

**Operator Assignment Optimization Algorithm:** Assigns operators to the right run balancing the workload among operators and minimizing overtime and premiums to ensure operators satisfaction and costs control.

**Vehicle Assignment Optimization Algorithm:** Assigns vehicles to the right vehicle block maximizing vehicle efficiency.

#### 6.2.3.6 HIGHLY EFFICIENT ELECTRIC VEHICLES OPERATIONS PLANNING

The MAIOR Suite facilitates the transition to an electrified fleet by simplifying the management of electric vehicles. This includes overseeing aspects such as battery types, charging methods, discharge rates, vehicle types, and the placement of recharging stations, among others.

Schedulers can easily define battery types, charging parameters, and minimum battery levels, so that the vehicle blocking algorithm can optimize electric vehicle schedules, making sure that the charging strategy meets the available infrastructure and service needs.

The MAIOR Suite performs timetable, blocking, and run-cutting optimization:

- Creating trips using vehicle autonomy range
- Calculating vehicle ranges based on battery capacity
- Managing average and worst consumption profiles
- Considering consumption per kilometer or per minute
- Using different vehicle consumptions for both revenue or non-revenue services

The MAIOR Suite includes specific tools to manage electric vehicles for:

- Designing the electric vehicle infrastructure placing charging stations at depots, terminals, or parking areas
- Managing pantographs, quick-charging, plug-in charging, or overnight stations
- Dealing with different battery types and characteristics
- Building timetables considering electric vehicle ranges to determine if vehicles can perform next trips
- Optimizing electric vehicle blocks integrating preconditioning and charging times
- Optimizing runs to match electric vehicle tasks, like plug-in and plug-out while or electric vehicle qualifications
- Ensuring right vehicle block assignment checking in real-time the state of charge of every vehicle

Figure 36 provides an example of the vehicle block profile showing the expected battery percentages throughout the day.

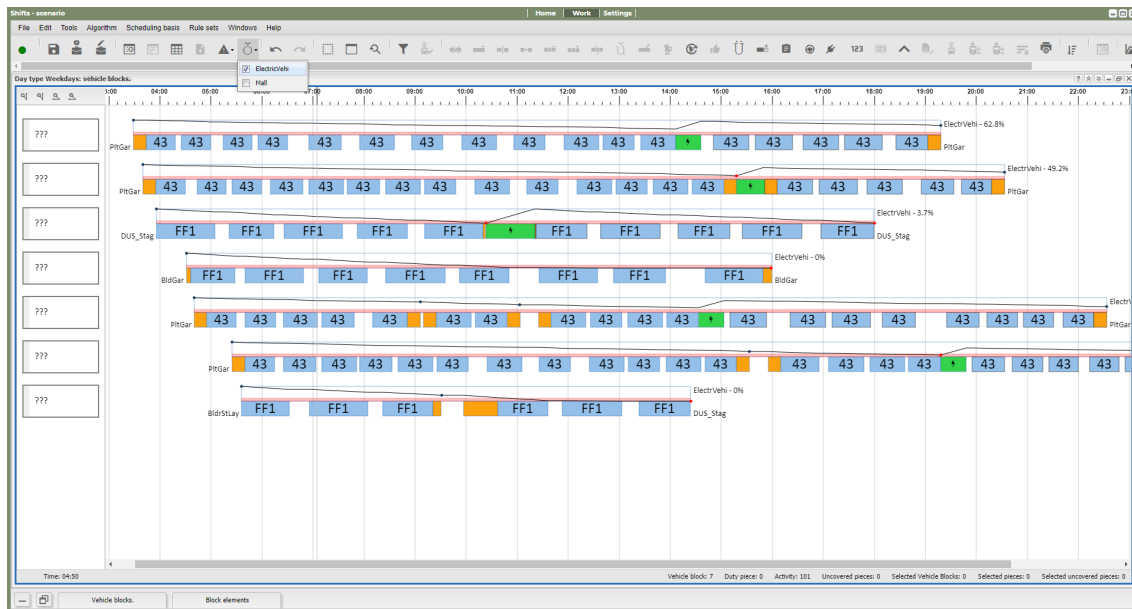


FIGURE 36: ELECTRIC VEHICLE BLOCK PROFILE

### 6.2.3.7 OPTIMAL OPERATIONS PLANNING

#### Scenario Planning: Pre-test your scenario before implementation

In certain cases, users may opt for a distinct controlled sandbox rather than the official production environment. MAIOR's scenario management tools allow users to assess costs related to potential union rule modifications, design new schedules in response to shifts in mobility demand or running times and create additional vehicle blocks for managing more electric vehicles without having to put those changes into production.

Agencies can assess "what if" scenarios by adjusting the MAIOR Suite's algorithm parameters and rules to enhance efficiency and uncover substantial cost reductions. Users can gauge the impact on various levels, such as timetables, vehicle blocks, or operator runs, enabling better decisions for operational optimization and service planning enhancement.

#### Improve Operator Quality of Life and Overall Job Satisfaction

Schedulers and dispatchers can apply tailored rules, optimizing factors like days off, meal breaks, and average working hours to create operator schedules aligned with the company's requirements, rules, constraints, culture, and quality of life considerations. This ensures that operators receive suitable assignments and adequate rest.

The Operator Portal significantly simplifies office-to-operator communication by facilitating clear, automated management of overtime requests with specific reasons, efficient handling of run swaps between operators, and the option to review and save preferred bid packages before the bid begins.

The Workforce Management module enhances operator compliance by verifying all operator documents, licenses, and training, all of which can be monitored by the administrative team. This module streamlines the creation of operator time summary reports, featuring automatic formulas and user-friendly analysis tools to generate precise and dependable values for the appropriate pay codes in payroll systems.

### 6.2.4 CLEVERINSIGHTS (OPTION)

CleverInsights is a comprehensive ridership reporting solution that is used within transit agencies by APC processing personnel, route and stop planners, schedulers, management, and many other transit personnel. It is designed specifically for transit, supports NTD reporting and automated onboard APC systems.



FIGURE 37: CLEVERINSIGHTS HOME DASHBOARD

CleverInsights includes a responsive website that is fully legible on different size screens supported by tablets, laptops and large screen computers. It is available as a Software as a Service (SaaS). It is easily accessible, intuitive, includes automated processing for gathering, cleaning, analyzing, reporting, and sharing ridership and service performance information. CleverInsights exceeds all other ridership reporting solutions in describing ridership, exposing opportunities for greater efficiency, and directing staff in reducing expenses. It affords Core the necessary tools to manage their data without worrying about managing the tool.

#### 6.2.4.1.1 KEY FEATURES

CleverInsights provides the following key features:

| FEATURE | DESCRIPTION |
|---------|-------------|
|---------|-------------|

|  |  |
|--|--|
| <b>Responsive Web Application</b>                      | <p>CleverInsights is a web-based application that makes access easy for all credentialed users at Core. Interdepartmental access to passenger information allows for each internal team to complete their workflows without relying on one or two users of an installed client application. When ridership information is easy to access, departments can collaborate more easily because users can share reports and view the same information at the same time.</p> <p>CleverInsights responsive, web-based application can be viewed on desktop, laptop, and tablet devices.</p>  |
| <b>Configurable Home Dashboard</b>                     | <p>Users can add and remove widgets from their dashboard screens so that the information they use most is available at their fingertips. CleverInsights offers multiple trend data widgets and KPIs widgets to allow users to select for their own custom home dashboard.</p> <p>At the top of the Home Dashboard are the most important KPIs from yesterday that users want to track. These KPIs includes boardings, passenger miles, trips surveyed, and exclusions. Within each KPI tile is a trend indicator that gives users a quick view of how their system is performing compared to the same day the previous week.</p> <p>The lower half of the Home Dashboard shows trend information for the Last 7 Days. The Widgets in this section show ridership trends and utilization of the system for the last seven days.</p>                     |
| <b>Automated Schedule Import</b>                       | <p>CleverInsights preserves the service designation in the agency’s scheduling system (e.g., Weekday, Saturday, Holiday) as well as trip, stop, and block identifiers. CleverInsights notifies the user of schedule import status.</p> <p>Schedule files that fail the import process are moved to a directory for evaluation and correction. An Error Log is generated to assist the user in pinpointing the corrections needed.</p>  |
| <b>High Accuracy APC Data Validation and Integrity</b> | <p>A sophisticated set of data validation and integrity checks performed through a three-step procedure ensures that the data contained within the reports is of the highest accuracy.</p> <p>To achieve this, CleverInsights has continuous pre-processing (as files are received) of the vehicle data through Data Processing Rules (DPR). CleverInsights DPRs include over 50 user-configurable thresholds to validate, clean, and include in reporting the incoming APC data from the fleet. Two DPR examples are: 1) Excluding trips where more people board than the bus can support and 2) Excluding a block with a great imbalance between boardings and alightings.</p> <p>Processing against DPR to ensure that data anomalies are either excluded from the data set or adjusted so that they can be included in the reporting data set.</p> |

|  |  |
|--|--|
| <b>Integration with CleverCAD Disruption Management Module</b> | <p>With Clever Devices as the solution provider for Core’s Bus ITS solution, CleverInsights is automatically made aware of changes to planned service. This allows the ridership reporting to be more accurate. When detours are necessary, the boardings and alightings can be expected from and correlated to stops on the detours. If trips are added or removed from service, CleverInsights will be informed and can properly account for the actual service that was performed on any given day for total ridership analysis.</p>  |
| <b>System Health Monitoring And Maintenance</b>                | <p>The System Status Indicator on the Home Dashboard gives the user vital up-to-date information about the web server availability and data processing status of the system. The System Status Indicator has three states indicating status of web server communications and data processing status. Users can drill down into the System Status to see the detailed processing status via the File Import Status Widget and the Reporting Vehicles widget that shows a count of the vehicles that sent files the previous day.</p> <p>Exclusion Reports allow a user to view and track which vehicles need to have a technician investigate the vehicle and replace or fix APC sensor hardware. CleverInsights also provides Exclusion Reports and visualization tools to aid staff in identifying data issues with incoming APC data, such as listing vehicles with counting issues due to faulty front-door or back-door sensor, schedule abnormalities, and operational issues.</p> <p>The Schedule Error Log is used to identify issues in the Schedule Import Process. Schedule files that fail the import process are moved to a directory for evaluation and correction. An Error Log is generated to assist the user in pinpointing the corrections needed.</p> |
| <b>Data Storage and Retention</b>                              | <p>CleverInsights maintains stop level and trip level detail information. At the trip level, the system maintains schedule data including trip numbers, block, operator, revenue and passenger miles, and hours. Stop level data such as passenger counts, stop ID, geolocation, stop name are all maintained in the database. Data is stored for as long as the Transit Agency selects to store the data.</p>   |
| <b>Manual Logon Trip Matching</b>                              | <p>For APC data from the fleet that has no block, run, or trip correlation, such as from a manual logon, CleverInsights has sophisticated matching algorithm to correlate this APC data to schedule data (runs, block, trips) schedule information prior to the Data Processing Rule application.</p>  |
| <b>Manual Checker Module and Capture app</b>                   | <p>The CleverInsights responsive website includes the Manual Checker Module that provide a means for Core to manually collect APC data, as well as manage the process of manual collection of APC data.</p> <p>The Capture application is used on tablet displays to perform manual counting. Upon completion of the trip, the Capture synchronizes with the CleverInsights database.</p>  |

|                               |  |
|-------------------------------|--|
| <b>Feature Rich Reporting</b> | <p>CleverInsights reporting functionality provides advanced features that give users all the power and flexibility they want from a modern reporting tool.</p> <p>Customization and Ad Hoc Reporting: CleverInsights uses a flexible reporting grid to allow users to perform light customizations and generate ad hoc reports within CleverInsights.</p> <p>Save a Report: With the Save As functionality, users can save a copy of the standard report that reflects the filtering and customization they have selected simply by clicking the Save As icon. When users update a Saved report, they have the option to update in the current version with the Save icon or create another Saved version with the Save As icon.</p> <p>Share Reports: CleverInsights makes collaboration easy by providing a weblink sharing method for sharing custom reports with other CleverInsights users within their transit agency.</p> <p>Export: CleverInsights features standard reports showing all the information that users want succinctly and easily. Using the Export functionality, data can be exported from CleverInsights to Excel, .csv, or pdf formats. With these export options, users can print and distribute reports or perform deeper analysis, if desired.</p> <p>Favorites: Users can easily make a standard or custom report one of their favorites for ease of use in the future.</p> |
|-------------------------------|--|

### 6.2.4.1.2 CONFIGURABLE HOME DASHBOARD

CleverInsights is built with various customers’ needs in mind. The Home Screen is an excellent dashboard interface for users who require a higher-level view of ridership performance and CleverInsights functionality.



FIGURE 38: CLEVERINSIGHTS HOME DASHBOARD SCREEN

#### 6.2.4.1.2.1 YESTERDAY KPIS

At the top of the Home Screen are the most important KPI’s that typical CleverInsights users want to track. In these tiles we see key information of boardings, passenger miles, trips surveyed, and exclusions collected in yesterday’s data. Included in each tile is a trend indicator that gives users a quick view of how their system is performing compared to the same day the previous week.

#### 6.2.4.1.2.2 LAST 7 DAYS TREND

Below the KPI tiles, important information about ridership trends and utilization of the system at the stop level is displayed in an easy-to-understand map graphical interface.

#### 6.2.4.1.2.3 CONFIGURABLE WIDGETS

As a new standard for Clever Devices, users can add and remove widgets from their dashboard screens so that the information they use most is available at their fingertips. CleverInsights offers multiple trend data widgets and KPIs widgets to allow users to select for their own custom dashboard configuration.

#### 6.2.4.1.3 DATA INTEGRITY AND VALIDATION

CleverInsights collects and processes APC data into an easy to navigate suite of reports. The data presented in reports is of the highest integrity because of the system’s cleaning and validation procedures.

CleverInsights users can be certain that their APC data is handled to their exact specifications. CleverInsights takes the recorded data from the vehicle and processes that data through a sophisticated set of data validation and integrity checks to ensure the data contained within the reports is of the highest accuracy. CleverInsights DPR are configurable to match your agency's specifications for data handling and validation. Once validated according to the DPR, the data is processed into APC reports.

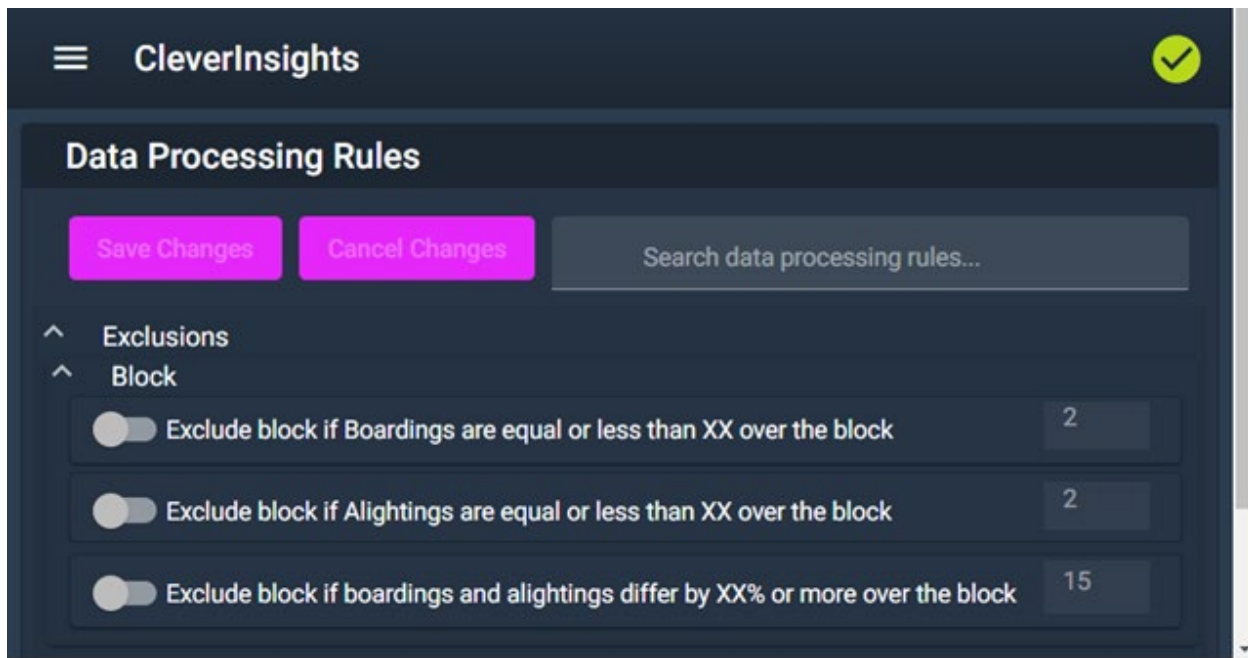


FIGURE 2: DATA PROCESSING RULES SCREEN

#### 6.2.4.1.3.1 DATA PROCESSING RULES (DPR)

CleverInsights has an automated three step process for data integrity and validation:

- 1) APC data ingested into CleverInsights must first pass through initial data integrity checks that ensures the data is well formatted and readable by the system
- 2) All data that passes the first step must then pass through an initial set of agency configurable Data Processing Rules during roll up processing. Block and trip level Rules are applied to ensure that APC data is free of errors caused by APC hardware malfunction or misalignment. Data that passes this is stored in the CleverInsights database.
- 3) Upon report generation, the final agency specific Data Processing Rule set is applied to the selected dataset

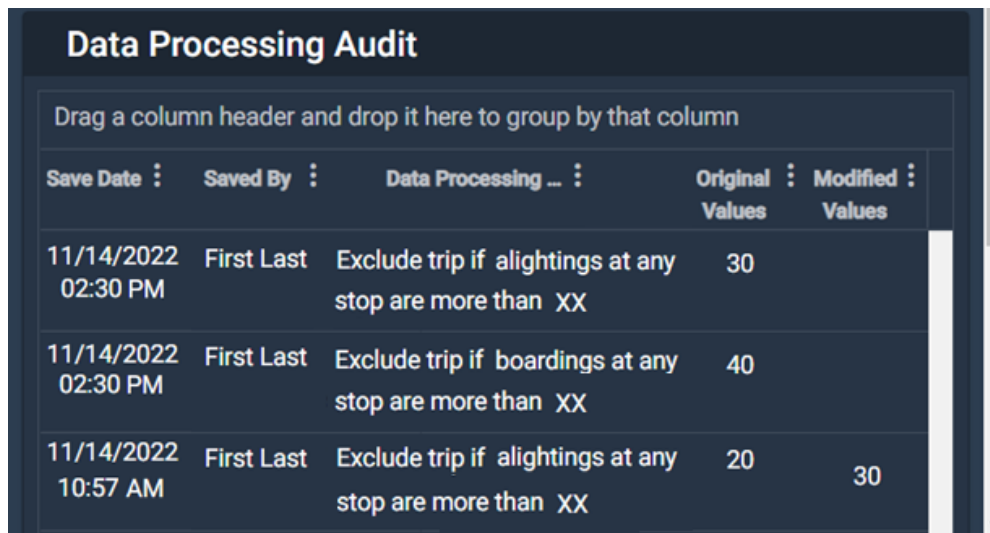
CleverInsights has over 50 configurable thresholds that validate and adjust incoming data. These configurable thresholds are called DPR and are used by CleverInsights to automatically determine which data should be included in reports or make transit agency adjustments to the data. An adjustment example is to automatically associate all boardings detected on a pull-out trip to the first revenue trip in the block.

Thresholds allow users to define processing rules such as excluding trips where more people board than the bus can support or excluding a block with a great imbalance between ons and offs.

Validating data against user defined thresholds ensures that incomplete or questionable data is kept out of ridership reporting. However, data that fails to meet validation thresholds remains within the database and is used in Exclusion reporting. CleverInsights provides Exclusion Reports and visualization tools to aid staff

in identifying data issues with incoming APC data, such as listing vehicles with counting issues due to faulty front-door or back-door sensor, schedule abnormalities, and operational issues.

An agency can enable or disable individual thresholds and set the thresholds for corrective action. Many thresholds can be reset, and the impacts immediately reflected in the reports. Any changes made to the DPR are viewable in the Data Processing Audit Screen. This ensures transparency for any administrators of the system. Configuration of DPR is tracked and viewable in the Data Processing Audit Screen. These include changing thresholds, enable/disable thresholds, and corrective actions. Many thresholds can be reset with the impacts immediately reflected in the reports.



| Save Date           | Saved By   | Data Processing ...                                     | Original Values | Modified Values |
|---------------------|------------|---|-----------------|-----------------|
| 11/14/2022 02:30 PM | First Last | Exclude trip if alightings at any stop are more than XX | 30              |                 |
| 11/14/2022 02:30 PM | First Last | Exclude trip if boardings at any stop are more than XX  | 40              |                 |
| 11/14/2022 10:57 AM | First Last | Exclude trip if alightings at any stop are more than XX | 20              | 30              |

FIGURE 39: DATA PROCESSING AUDIT SCREEN

#### 6.2.4.1.4 SYSTEM HEALTH MONITORING

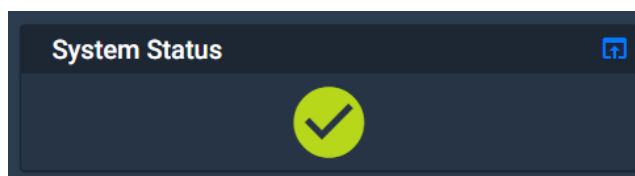
CleverInsights gives users full transparency into how the system is functioning. Through a combination of information visualization, system logs, and reports

##### 6.2.4.1.4.1 SYSTEM STATUS INDICATOR

The System Status Indicator gives the user vital information about the system is functioning. The System Status Indicator assists the user in understanding how data is processing in the system and connection of the web application to the backend. With CleverInsights, Data processing and Rollup is continuously happening as vehicle files come in. Users do not have to wait for overnight batch file process to see the data they want to see in their reports. In the right-hand corner of the Home Screen is a System Status Indicator.

The System Status Indicator has three states. Users can know that data processing data as expected and that the communications between the application and the web server are successful depending on the System Status Indicator.

A simple click of the System Status icon takes the user to a System Status Screen. The System Status Screen lets users see high-level information about reporting vehicles, active schedule, and vehicle processing status. This information is visualized through three separate widgets on the System Status Screen. These widgets use an easy-to-



understand graphical format to tell the user statistics about the reporting vehicles and the vehicle files imported into the CleverInsights system.



FIGURE 40: SYSTEM STATUS SCREEN

#### 6.2.4.1.4.2 SYSTEM MAINTENANCE

CleverInsights provides tools to the end user to diagnose APC and schedule related problems. Schedule related issues are identified during the Schedule Import Process giving the user the option to correct schedule data prior to continuing.

CleverInsights includes reports that identify which vehicles may have APC sensor or analyzer issues which could cause under counting.

#### 6.2.4.1.4.2.1 VEHICLE DIAGNOSTIC REPORTS

During the life of a vehicle, APCs may be damaged, bumped out of alignment, or fail to work. As part of the ingestion process, CleverInsights examines ridership on each block and if the boardings and alighting are off by configurable DPR, the trips associated with that discarded block are not included in reports.

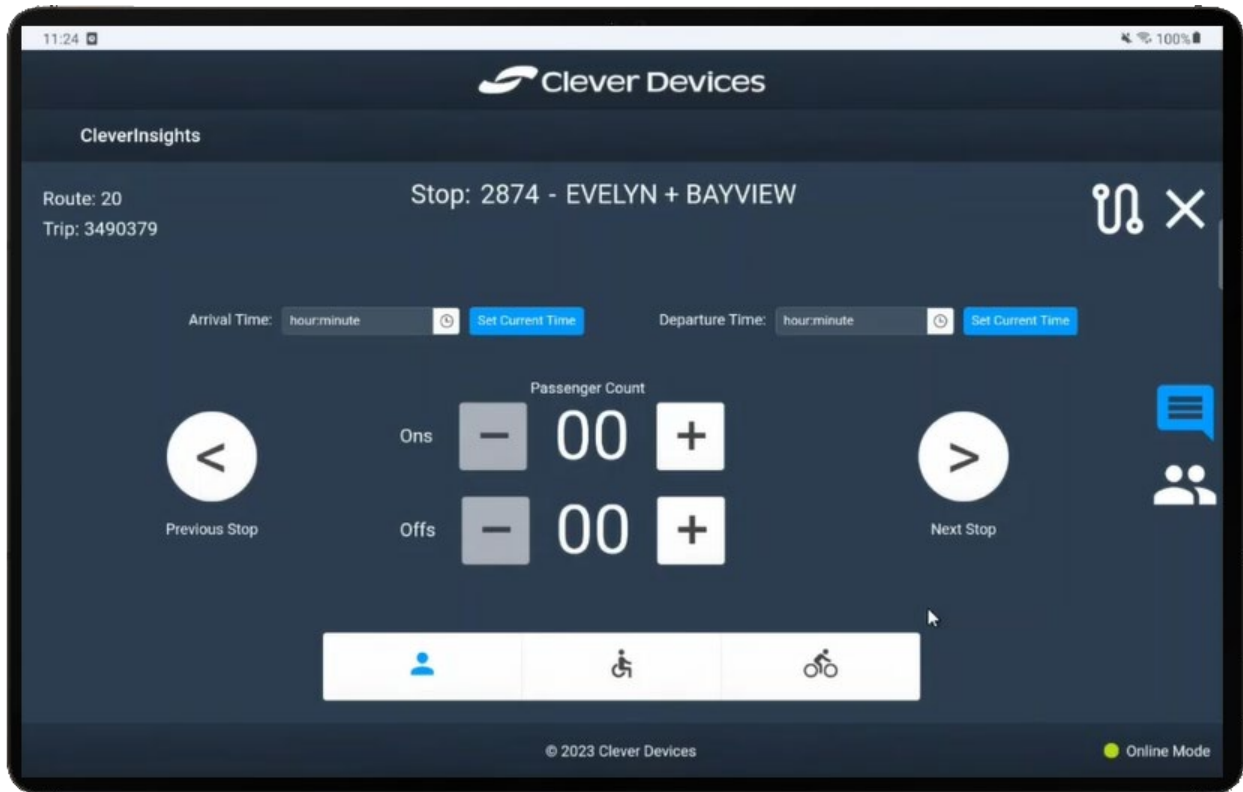
Determining which vehicles have malfunctioning sensors is a critical function of maintaining a CleverInsights solution. CleverInsights provides reports that allow a user to view and track which vehicles need to have a technician investigate the vehicle and replace or fix APC sensor hardware.

#### 6.2.4.1.5 MANUAL CHECKER MODULE AND CAPTURE APP

CleverInsights includes the Manual Checker Module and Capture mobile app that provide a means for Core to manually collect APC data on mobile devices. The Manual Checker module in the main CleverInsights web application is used by administrators to generate, schedule, assign and track surveys to staff. Features include:

- Survey creation
- Ability to assign surveys to users and monitor progress

- Synchronization with Capture mobile applications
- Manual vs Automatic comparisons
- Capture app to manually capture surveys through mobile tablet with
  - Online and Offline modes
  - Uses schedule data to provide route stop list
  - Standard, Wheelchair and Bicycle manual entry
  - Route Progress View



### Device Flexibility

Capture is designed to be device agnostic, ensuring broad compatibility across a variety of devices. While it is optimized for tablet use, especially in the context of manual data collection and survey management as part of the CleverInsights suite, it remains fully functional on other mobile devices, including smartphones and laptops. This flexibility allows Core to deploy the application across existing hardware, minimizing the need for additional investment in specific device types.

### OS Flexibility

Capture is designed to work seamlessly across a wide range of devices, regardless of their operating system. It supports all major mobile and desktop platforms, including Android, iOS, Windows, and macOS. This ensures that every staff member can access and use the app, no matter which device they prefer to use, facilitating a consistent and inclusive user experience across Core's operations.

### Screen Size Limitations

Capture is crafted with a responsive design, ensuring a seamless and efficient user experience on a wide array of screen sizes. Capture is optimized for tablet use. The app facilitates easy data entry and survey

management making it an ideal tool for field operations. For optimal operational efficiency and enhanced user comfort, we recommend using devices with a screen size of at least 10.1 inches.

#### 6.2.4.1.6 REPORT FEATURES

CleverInsights contains many features to aid users in their analysis of ridership, load, and utilization data. These features ensure a modern reporting tool experience and provide features that other ridership reporting systems do not have.

##### 6.2.4.1.6.1 REPORT FILTERING

Users can apply filters on-the-fly to exponentially increase the quantity of reports for evaluating ridership, passenger loads, and National Transit Database (NTD). CleverInsights features a left-hand fly out Filter Pane for on-the-fly Filter selection from any report. The Filter Pane functionality allow users the maximum on-screen viewing area for reports so that users can focus on the data and their analysis of it. Users can change the filter criteria on the fly from within their report to change the data set they are looking at.

CleverInsights makes it easy to report on Agency-defined route attributes such as Route type, Route code, Route class, and Route mode. One attribute might have values of local, express, circulator and park & ride. Reports can be filtered by these attributes.

##### 6.2.4.1.6.2 REPORT CUSTOMIZATION

CleverInsights uses a flexible reporting grid to allow users to perform light customizations to their reports and report formats. CleverInsights has a report display that allows a user to dynamically change column selections and aggregation functions without having to rerun the report.

##### 6.2.4.1.6.3 SAVING A REPORT

With the Save As functionality, users can save a copy of the standard report that reflects the filtering and customization they have selected simply by clicking the Save As icon. Once clicked, a dialogue box opens to allow the user to name their saved report. Once saved, the report is created and stored in the Saved Reports Category in the Reports menu.

##### 6.2.4.1.6.4 REPORT SHARING

CleverInsights makes collaboration easy by providing a simple method for sharing custom reports with other CleverInsights users within their transit agency. When the CleverInsights Share icon is selected, a dialog box including a weblink and copy button appear in the user's browser window. This weblink contains all the information the recipient needs to access the report that the sender wants to share with the recipient, including Filter settings and Customized Grid settings. Weblink recipients with the appropriate permissions can use the weblink with report and parameters embedded to be able to run the report and see the same data the sender sees. Recipients have the option of saving the report they received so that they can utilize the report at their leisure. Saved reports are stored in the Saved Reports Category in the Reports menu.

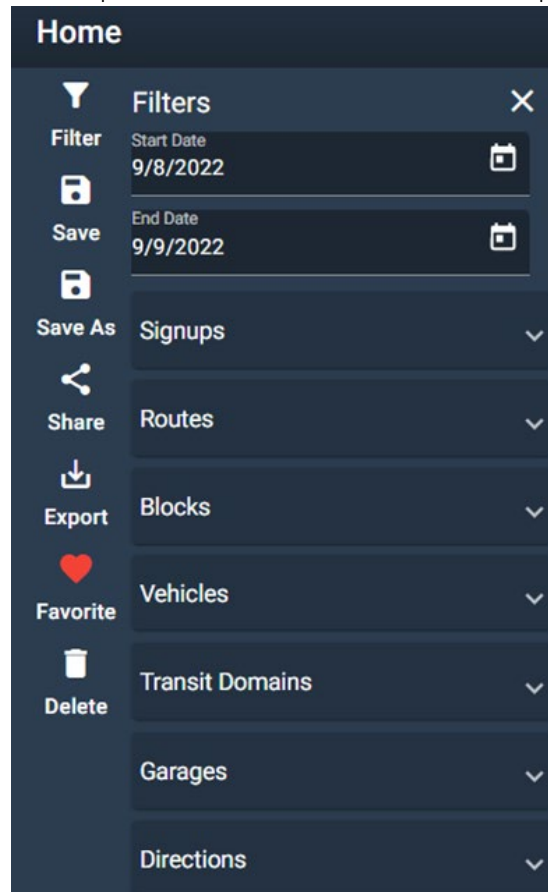


FIGURE 41: CLEVERINSIGHTS REPORT FEATURES

#### 6.2.4.1.6.5 REPORT EXPORT

CleverInsights features standard reports showing all the information that users want succinctly and easily. Using the Export functionality, data can be exported from CleverInsights to Excel or .csv formats so that deeper analysis can be completed if desired. Reports can also be exported to .pdf format for printing, electronic storage, and electronic sharing purposes.

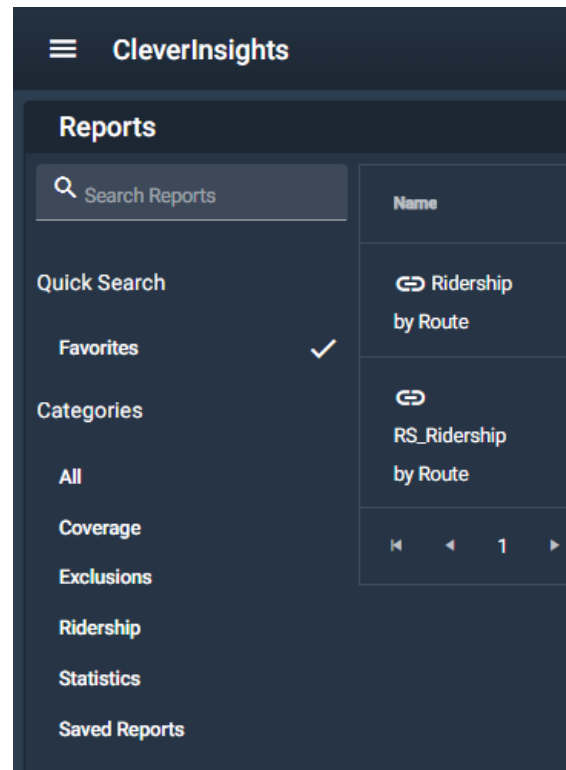
#### 6.2.4.1.6.6 REPORT FAVORITES

Users can easily make a standard or custom report one of their favorites for ease of use in the future. Those reports made favorite by the user are shown in the Favorites section in the Reports menu.

#### 6.2.4.1.7 REPORTS

Ensuring clean, accurate ridership reporting is the heart of the CleverInsights application. Clean, accurate data is ensured through data processing using the configurable Data Processing Rules. Reports are generated from the cleaned and validated data. Information is displayed in a grid format within the CleverInsights web application once the Filter Criteria is selected. CleverInsights presents information such as boardings, alightings, loads, passenger miles, and many other statistics calculated from data captured by automated onboard APC systems or checker surveys.

Both tabular and graphical reporting on key measures is included in the standard CleverInsights package.



**FIGURE 42: REPORTS MENU**

CleverInsights includes many key measures and types of analytics that are not available in other ridership reporting systems. Key measures and analytics include:

- Ridership:** Boardings, alightings, load at each stop, max load point of a trip, passenger miles, revenue miles, revenue hours, boardings per mile, boardings per hour, boardings per trip, and average trip length
- Serviced stops:** Percentage stops with ridership activity on a trip
- Load duration:** Percentage stops on a trip that exceeds a prescribed load
- Crowding:** Patrons seated and standing -- with available personal space for standees
- Counts:** Wheelchair, bicycle, and traffic signal priority counts are available when supported by onboard equipment
- Administrative:** APC coverage reports

CleverInsights processing ensures the data is aggregated and ready to enable customers to see patterns within their passenger data. The following report packages are available in CleverInsights to enable analysis:

| REPORT CATEGORY           | DESCRIPTION  |
|---------------------------|--|
| <b>Ridership Reports</b>  | <p>Ridership Reports give the user valuable information about passenger activity at the Route, Trip, and Stop level. These reports provide the prime information customers need to learn about ridership patterns. Ridership reports include all the information to determine whether supply is meeting or exceeding demand; the average length of a customer trip, which stops are most heavily utilized on each route, and much more. Reports available in this package:</p> <ul style="list-style-type: none"> <li>• Ridership by Route</li> <li>• Ridership by Trip</li> <li>• Ridership by Stop</li> </ul>  |
| <b>Coverage Reports</b>   | <p>CleverInsights includes reporting to aid system administrators, scheduling staff, and supervisors to do their jobs more efficiently and effectively. CleverInsights provides APC Coverage Reports so staff knows which scheduled trips have and have not been collected during actual operations.</p> <p>Coverage Reports give the user valuable information about the collection of actual trip data compared to scheduled trip data. This information is a key element to understanding both the health of the APC system as well as the validity of the data collected. If coverage is low, reported data may not accurately represent ridership statistics and trends. Coverage Reports include Route information as well as revenue hour, scheduled trips, actual trips, coverage, frequency, and boarding measures. Reports available in this package:</p> <p>Trips Surveyed by Block<br/> Trips Surveyed by Day<br/> Trips Surveyed by Route</p> |
| <b>Exclusion Reports</b>  | <p>Exclusion Reports show users information about data excluded from the reporting data set when that data could not be validated through the Data Processing Rules set by the transit agency. Exclusion Reports assist users in the identification of schedule and APC issues. Exclusion Reports can be viewed based on Block, Vehicle, or Exclusion Reason. Reports contain Exclusion Reason Description, Count of Excluded Trips, Rate of Exclusions and Percent of Excluded Trips. Reports available in this package:</p> <p>Exclusions by Reason<br/> Exclusion Detail by Reason<br/> Exclusions by Route<br/> Exclusions by Block</p>  |
| <b>Statistics Reports</b> | <p>Statistics Reports give users information about vehicle loading, stop utilization, level of service, and dwell time. This information assists users in making critical data-driven decisions about their overall transit system. Reports available in this package:</p> <ul style="list-style-type: none"> <li>• Load Statistics by Route</li> <li>• Load Statistics by Route and Stop</li> <li>• Load Statistics by Trip</li> </ul>  |

|                                      |  |
|--------------------------------------|--|
| <p><b>Reports Supporting NTD</b></p> | <p>The NTD S-10 form requires monthly and annual reporting of service consumed. CleverInsights provides the required measures of unlinked passenger trips (UPT, also known as boardings), passenger miles traveled (PMT), revenue miles, revenue hours. The methodology used to derive the NTD reported measures is certified by a Statistician who has worked with the NTD Urban Analysts on NTD Certification for decades. Methodology certification by a qualified Statistician ensures compliance with FTA's NTD Reporting regulations for UPT, PMT, Revenue Miles, and Revenue Hours. Reports available in this package:</p> <ul style="list-style-type: none"> <li>• NTD Ridership by Route</li> </ul> |
| <p><b>APC Comparison Reports</b></p> | <p>APC data must be validated against manual checker data to ensure that APCs are collecting accurate counts. CleverInsights provides APC Comparison Reports that show trip level boarding and alighting counts collected by the APCs compared with the manual counts collected by checkers using the Manual Checker Module and responsive website for data entry.</p>   |

### 6.2.4.1.8 SAMPLE REPORTS

The following are a small sample of the available reports within CleverInsights. In addition to these, there are many other tabular and graphical reports. Combined with the filters, the user has a flexible and easy-to-use system that helps to meet the reporting requirements.

#### 6.2.4.1.8.1 RIDERSHIP BY ROUTE

The Ridership by Route Report provides a view of the ridership for all routes for the date range defined by the selected filter. The Report includes data organized in columns. Data available in this report includes Boardings, Alightings, Revenue Hours, Revenue Miles, Boardings per Hour, Boardings per Mile, Passenger Miles, Bicycle (Rack Deployments), Wheelchair (Lift Deployments). Filter options include Start Date, End Date, Signups, Routes, Blocks, Vehicles, Transit Domains, Garages, Directions.

| Ridership by Route  |           |            |               |               |  |
|---|-----------|------------|---------------|---------------|--|
| ◀ ◁ 1 2 ▷ ▶ Page 1 of 2 10 items per page 1 - 10 of 18 items  |           |            |               |               |  |
| Drag a column header and drop it here to group by that column |           |            |               |               |  |
| Route   | Boardings | Alightings | Revenue Miles | Revenue Hours |  |
| 23  | 354       | 351        | 159.3         | 12.7          |  |
| 25  | 677       | 677        | 281.4         | 26.1          |  |
| 26  | 99        | 103        | 77.2          | 6.5           |  |
| 500   | 20        | 20         | 3.8           | 0.1           |  |
| 522   | 149       | 149        | 175.2         | 12.3          |  |
| 523   | 55        | 55         | 49.8          | 4.6           |  |
| 55  | 180       | 180        | 153.1         | 11.3          |  |
| 56  | 90        | 90         | 112.7         | 8.9           |  |
| 57  | 6         | 6          | 12.1          | 0.5           |  |
| 59  | 18        | 17         | 30.6          | 2.5           |  |
| Total:  | 3,139     | 3,141      | 1,510.7       | 158.4         |  |
| Average:  | 174.4     | 174.5      | 83.9          | 8.8           |  |
| Minimum:  | 6         | 6          | 0.0           | 0.1           |  |
| Maximum:  | 677       | 677        | 281.4         | 26.1          |  |
| Std. Dev.:  | 170.7     | 170.6      | 88.3          | 7.0           |  |

**6.2.4.1.8.2 RIDERSHIP BY TRIP**

The Ridership by Trip Report provides a view of the ridership for all trips for the date range defined by the selected filter. The Report includes data organized in columns and is grouped by Trip. Data available in this report includes Boardings, Alightings, Trips Count, Avg Load, Max Load, Revenue Hours, Revenue Miles, Boardings per Hour, Boardings per Mile, Passenger Miles, Bicycle (Rack Deployments), and Wheelchair (Lift Deployments). Filter options include Start Date, End Date, Signups, Routes, Blocks, Vehicles, Transit Domains, Garages, Directions, Manual Logon Types.

| Ridership by Trip              |       |          |                   |           |            |  |
|--------------------------------|-------|----------|-------------------|-----------|------------|--|
| Page 1 of 15 10 items per page |       |          |                   |           |            |  |
| ↑ Route ×                      |       |          |                   |           |            |  |
| Route                          | Block | Trip #   | Start Time        | Boardings | Alightings |  |
| ▼ Route: 21                    |       | 37 trips |                   | 779       | 779        |  |
| 21                             | 902   | 534020   | 12/5/22, 9:04 PM  | 4         | 4          |  |
| 21                             | 502   | 665020   | 12/6/22, 11:03 AM | 21        | 21         |  |
| 21                             | 802   | 950020   | 12/6/22, 8:02 AM  | 36        | 36         |  |
| 21                             | 602   | 1066020  | 12/5/22, 2:54 PM  | 43        | 43         |  |
| 21                             | 602   | 1066020  | 12/6/22, 2:54 PM  | 33        | 33         |  |
| 21                             | 502   | 1446020  | 12/6/22, 8:56 AM  | 40        | 40         |  |
| 21                             | 502   | 1805020  | 12/6/22, 7:06 AM  | 33        | 33         |  |
| 21                             | 1102  | 2115020  | 12/6/22, 11:24 AM | 16        | 16         |  |
| 21                             | 802   | 2710020  | 12/5/22, 1:54 PM  | 18        | 18         |  |
| Total:                         |       |          |                   | 5,777     | 5,789      |  |
| Average:                       |       |          |                   | 38.8      | 38.9       |  |
| Minimum:                       |       |          |                   | 4         | 4          |  |
| Maximum:                       |       |          |                   | 123       | 123        |  |
| Std. Dev.:                     |       |          |                   | 22.0      | 22.2       |  |

**6.2.4.1.8.3 RIDERSHIP BY STOP**

The Ridership by Stop Report provides a view of the ridership for all encounters at each stop for the date range defined by the selected filter. The Report includes data organized in columns. Data available in this report includes Stop ID, Boardings, Alightings, Avg Load, Max Load, and Count of Trips. Filter options include Start Date, End Date, Signups, Routes, Blocks, Vehicles, Transit Domains, Garages, Directions, Manual Logon Types.

| Ridership by Stop   |         |           |            |      |     |  |
|---|---------|-----------|------------|------|-----|--|
| Page <b>1</b> of 7 <b>10</b> items per page    1 - 10 of 69   |         |           |            |      |     |  |
| Drag a column header and drop it here to group by that column |         |           |            |      |     |  |
| Stop Name   | Stop ID | Boardings | Alightings | Load |     |  |
|   |         |           |            | Avg  | Max |  |
| FAIR OAKS + CALIFORNIA  | 28      | 1         | 0          | 3.5  | 8   |  |
| SCOTT + BOWERS  | 504     | 4         | 7          | 5.4  | 11  |  |
| SCOTT + OAKMEAD VILLAGE                                       | 505     | 0         | 0          | 5.4  | 11  |  |
| SCOTT + GARRETT   | 506     | 3         | 3          | 5.5  | 10  |  |
| ARQUES + OAKMEAD  | 507     | 0         | 3          | 5.3  | 10  |  |
| ARQUES + LAKESIDE   | 508     | 1         | 4          | 5.1  | 10  |  |
| ARQUES + LAWRENCE   | 509     | 2         | 11         | 4.6  | 9   |  |
| ARQUES + DE GUIGNE (ARQUES SQUARE)                            | 510     | 4         | 2          | 4.6  | 11  |  |
| MISSION COLLEGE + FREEDOM                                     | 514     | 1         | 2          | 7.8  | 16  |  |
| MISSION COLLEGE + GREAT AMERICA                               | 520     | 0         | 1          | 6.2  | 12  |  |
|   |         | 370       | 361        |      |     |  |
|   |         | 5.4       | 5.2        |      |     |  |
|   |         | 0         | 0          |      |     |  |
|   |         | 98        | 67         |      |     |  |
|   |         | 13.0      | 10.8       |      |     |  |

#### 6.2.4.1.8.4 TRIPS SURVEYED BY BLOCK

Trips Surveyed by Block is one of the Coverage Reports that comes standard with CleverInsights. This Report is useful for identifying if there is an issue with obtaining APC surveys from the fleet. The Trips Surveyed by Block Report provides a view of the Trips that passed successfully through the Data Processing Rules to be included in the reporting data. Included trip information is for the date range defined by the selected filter. The Report includes data organized in columns. Data available in this report includes Block, Boardings, Revenue Hours, Scheduled Trips, Actual Trips, and Coverage. Filter options include Start Date, End Date, Signups, Routes, Blocks, Vehicles, Transit Domains, Garages, Directions, Manual Logon Types.

**Trips Surveyed by Block**

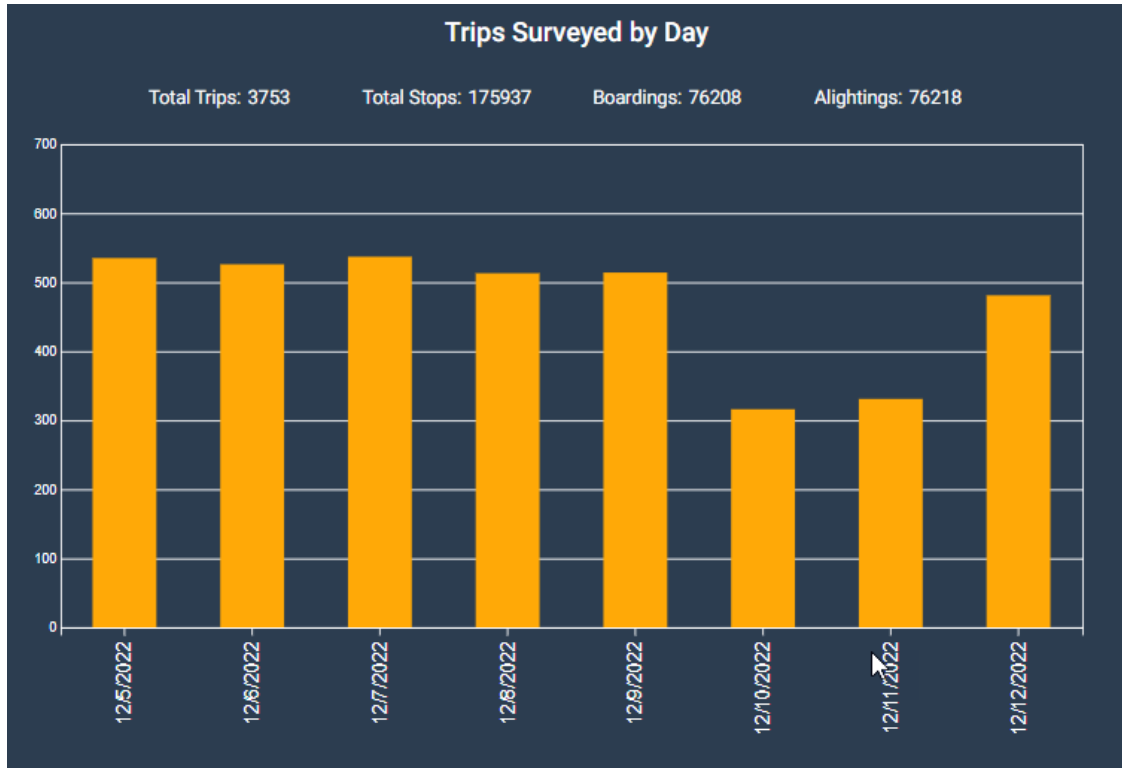
◀ 1 2 3 4 5 ... ▶ Page 1 of 73 10 items per page 1 - 10 of 7

Drag a column header and drop it here to group by that column

| Block | Boardings | Scheduled Trips | Actual Trips | Coverage |
|-------|-----------|-----------------|--------------|----------|
| 102   | 0         | 13              | 0            | 0.0%     |
| 202   | 154       | 14              | 14           | 100.0%   |
| 302   | 133       | 13              | 11           | 84.6%    |
| 402   | 83        | 13              | 8            | 61.5%    |
| 502   | 149       | 7               | 6            | 85.7%    |
| 602   | 267       | 8               | 13           | 100.0%   |
| 702   | 0         | 8               | 0            | 0.0%     |
| 802   | 167       | 7               | 8            | 100.0%   |
| 902   | 76        | 8               | 4            | 50.0%    |
| 1002  | 0         | 8               | 0            | 0.0%     |
| 55975 |           | 4080            | 2518         | 61.7%    |

6.2.4.1.8.5 TRIPS SURVEYED BY DAY

Trips Surveyed by Day is one of the Coverage Reports that comes standard with CleverInsights. This Report is useful for identifying if there is an issue with obtaining APC surveys from the fleet. The Report provides a set of summary statistics at the top of the page to show the number of Trips, Stops, Boardings, and Alightings collected in the Filter’s selected date range. The Trips Surveyed by Day Report shows the count of APC Surveys collected by CleverInsights for each day within the Filter’s selected date range in a graphical visualization. Each column can be hovered over with a mouse to reveal the exact Survey Count for each date.



### 6.2.4.1.8.6 TRIPS SURVEYED BY ROUTE

Trips Surveyed by Route is one of the Coverage Reports that comes standard with CleverInsights. This Report is useful for identifying if there is an issue with obtaining APC surveys from the fleet. The Trips Surveyed by Route Report provides a view of the Trips that passed successfully through the Data Processing Rules to be included in the reporting data. Included trip information is for the date range defined by the selected filter. The Report includes data organized in columns. Data available in this report includes Route, Boardings, Revenue Hours, Scheduled Trips, Actual Trips, and Coverage. Filter options include Start Date, End Date, Signups, Routes, Blocks, Vehicles, Transit Domains, Garages, Directions, Manual Logon Types.

| Route | Revenue Hours | Scheduled Trips | Actual Trips | Coverage |
|-------|---------------|-----------------|--------------|----------|
| 101   | 0.0           | 5               | 0            | 0.0%     |
| 102   | 3.2           | 11              | 3            | 27.3%    |
| 103   | 1.3           | 8               | 1            | 12.5%    |
| 104   | 2.5           | 6               | 2            | 33.3%    |
| 121   | 3.5           | 9               | 2            | 22.2%    |
| 20    | 25.5          | 54              | 33           | 61.1%    |
| 200   | 0.5           | 3               | 2            | 66.7%    |
| 21    | 53.3          | 61              | 37           | 60.7%    |
| 22    | 112.2         | 146             | 81           | 55.5%    |
| 23    | 85.1          | 132             | 77           | 58.3%    |
|       | 2,557.9       | 4052            | 2514         | 62.0%    |

### 6.2.4.1.8.7 LOAD STATISTICS BY ROUTE REPORT

The Load Statistics by Route Report gives users the ability to identify maximum load, average load, and percentage of serviced stops for each route. This can be especially useful for planners to ensure the maximum load point is getting sufficient service to meet the ridership demand at the peak point.

| Load Statistics by Route                                      |       |                       |                 |                    |                    |  |  |
|---|-------|-----------------------|-----------------|--------------------|--------------------|--|--|
| Page <b>1</b> of 2  |       | 10 items per page     |                 | 1 - 10 of 18 items |                    |  |  |
| Drag a column header and drop it here to group by that column |       |                       |                 |                    |                    |  |  |
| Route   | Trips | Boardings<br>Per Trip | Avg Max<br>Load | Serviced           | Max Load<br>Patron |  |  |
| 57  | 1     | 6.0                   | 4               | 17%                | 4                  |  |  |
| 59  | 2     | 9.0                   | 5               | 19%                | 5                  |  |  |
| 77  | 2     | 9.0                   | 5               | 29%                | 6                  |  |  |
| 73  | 22    | 11.1                  | 7               | 36%                | 17                 |  |  |
| 72  | 25    | 12.2                  | 7               | 28%                | 17                 |  |  |
| 64A   | 2     | 15.0                  | 8               | 22%                | 10                 |  |  |
| 56  | 6     | 15.0                  | 8               | 25%                | 16                 |  |  |
| 26  | 5     | 19.8                  | 10              | 28%                | 15                 |  |  |
| 522   | 7     | 21.3                  | 10              | 55%                | 19                 |  |  |
| 61  | 17    | 20.1                  | 10              | 31%                | 17                 |  |  |
| Total   | 155   |                       |                 |                    |                    |  |  |
| Average   | 9     | 20.3                  | 10              | 34%                |                    |  |  |

### 6.2.4.1.8.8 EXCLUSIONS BY REASON REPORT

Exclusion reporting is essential for users to know which trips were excluded based on the agency specified Data Processing Rules. Users can use Exclusion reporting to identify the DPR that were triggered and how many trips were excluded when that DPR was triggered. The Exclusion by Reason Report shows the aggregated information by triggered Data Processing Rule for all Trips that are included in the data set by the Filter criteria.

**Exclusions by Reason**

Page 1 of 1 50 items per page 1 - 10 of 10 items

Drag a column header and drop it here to group by that column

| Exclusion Reason   | Excluded     |               | Percent of Trips Excluded |
|--|--------------|---------------|---------------------------|
|  | Trips        | Rate          |                           |
| Exclude trip with invalid vehicle number                                       | 520          | 27.5%         | 11.8%                     |
| Exclude block if Boardings are equal or less than 1 over the block             | 293          | 15.5%         | 6.7%                      |
| Exclude block if boardings and alightings differ by 15% or more over the block | 41           | 2.2%          | 0.9%                      |
| Exclude trip if start time is 30 minutes before scheduled time                 | 79           | 4.2%          | 1.8%                      |
| Exclude trip if start time is 60 minutes after scheduled time                  | 7            | 0.4%          | 0.2%                      |
| Exclude trip if boardings at any stop are more than 75                         | 18           | 1.0%          | 0.4%                      |
| <b>Total exclusions:</b>   | <b>1,891</b> | <b>100.0%</b> | <b>42.9%</b>              |

### 6.2.4.2 NTD REPORTING

CleverInsights produces passenger miles, unlinked passenger trips, revenue hours, and revenue miles for monthly and annual reporting required by NTD S-10 Form.

Clever Devices NTD Ridership by Route Report can be set to display the whole fleet or filter by date range, specific routes, service modes and service types (I.E. Daymaps such as Weekday, Saturday, Sunday, Etc.)

As displayed below, the NTD Ridership by Route Report displays key NTD ridership data in a comprehensive view. The report provides the following by Operational Period and Route:

- Surveyed Data:** Boardings, passenger miles, surveyed trips
- Scheduled Data:** Scheduled trips, revenue miles, revenue hours and % coverage from actual service
- NTD Statistics:** Boardings, passenger miles
- Average Ridership by Trip:**
- Scheduled Days:**
- Missed Days:**

Average Ridership:

| Route      | Service Type          | Operational Period | Surveyed  |                 |                | Scheduled Trips |
|------------|-----------------------|--------------------|-----------|-----------------|----------------|-----------------|
|            |                       |                    | Boardings | Passenger Miles | Surveyed Trips |                 |
| Route: 101 |                       |                    | 23        | 193             | 3              | 252             |
|            | Service Type: WEEKDAY |                    | 23        | 193             | 3              | 252             |
|            |                       | AM Peak            | 14        | 73              | 1              | 126             |
|            |                       | PM Peak            | 9         | 120             | 2              | 126             |
| Route: 102 |                       |                    | 143       | 3,144           | 20             | 630             |
|            | Service Type: WEEKDAY |                    | 143       | 3,144           | 20             | 630             |

FIGURE 43: NTD RIDERSHIP BY ROUTE VIEW (BREAKDOWN FROM LEFT TO RIGHT CONTINUED BELOW)

| Scheduled       |               |               | Coverage |
|-----------------|---------------|---------------|----------|
| Scheduled Trips | Revenue Miles | Revenue Hours |          |
| 252             | 6,622         | 317           |          |
| 126             | 3284          | 142           | 0.8%     |
| 126             | 3338          | 175           | 1.6%     |
| 630             | 20,047        | 729           |          |

FIGURE 44: NTD RIDERSHIP BY ROUTE SCHEDULED DATA

| NTD Statistics |                 | Average Ridership by Trip | Scheduled Days | Missed Days |
|----------------|-----------------|---------------------------|----------------|-------------|
| Boardings      | Passenger Miles |                           |                |             |
| 2,331          | 16,739          |                           | 126            | 124         |
| 1,764          | 9,152           | 14                        | 63             | 62          |
| 567            | 7,587           | 4                         | 63             | 62          |
| 4,504          | 99,032          |                           | 189            | 173         |

FIGURE 45: NTD RIDERSHIP BY ROUTE NTD STATISTICS

NTD Statistics use an extrapolation methodology to report ridership for service that is not populated by a functioning APCs on vehicles.

This reporting is available standard within CleverInsights. NTD certification requires sampling and procedures following FTA guidelines. Clever Devices can simplify and guide this process through our NTD Certification Preparation Services.

### 6.2.4.3 NTD CERTIFICATION PREPARATION SERVICES (FUTURE OPTION)

The NTD reporting module above is part of the proposed CleverInsights solution. However, obtain NTD Certification and use of the reporting, a certification process must be followed per FTA guidelines. Clever Devices provides NTD Certification Preparation Services to assist agencies with obtaining NTD Certification through CleverInsights. Clever Devices can include pricing on request, or these services can be purchased in the future.

Clever Devices has decades of experience working with passenger counting data and provides in-house staff and statisticians to assist agencies in obtaining NTD Certification.

In addition to the standard CleverInsights services, Clever Devices NTD Certification Preparation Services contracts with an FTA qualified statistician familiar with NTD processes and Clever Devices' products to assist in NTD certification.

To achieve NTD certification, the FTA requires a side-by-side comparison of boardings and passenger miles of APC surveys from the onboard APC system against checker surveys. Certification can be achieved if boardings and passenger miles are within +/- 5% by each collection method.

The NTD certification process includes:

- Initial system setup
- APC equipment certification (also known as APC Benchmarking) with CleverInsights software
- Factoring methodology certification
- NTD Certification document signed by a statistician

## 6.3 PROJECT MANAGEMENT / IMPLEMENTATION

As described above, the base project includes

- Renewing 5-Year Hardware Warranty & 5-Year Software Maintenance (1/1/2027 – 12/31/2031)
- Consolidated 5-Year Hosting from prior Hosting agreement between Eagle Valley Transit Authority and Clever Devices, LLC on 6/13/2024.
- Upgrading IVN3-To-IVN5 and plus IVN4-To-IVN5 vehicles
- Deploying, testing & training Disruption Management with
  - Turn-By-Turn, Text-To-Speech & Maps solution
- Deploying CleverCAD Mobile
- Training of Disruption Management and CleverCAD Mobile
- Mini-fleet deployment & validation testing followed
- Full fleet deployment & product acceptance with Client of Central System enhancements
- All training will be onsite.
  - CleverWare
    - TCH (driver interface) training will be provided for three (3) Safety and Training staff for retraining of bus operators.
    - Any training to familiarize technology staff with CleverWare will be provided onsite for three (3) technology staff members.
  - MAIOR
    - Training will be provided for three (3) Planning staff.
  - Insights
    - Training will be provided for three (3) Planning staff.

- Disruption Management/CleverCAD Mobile
  - Training will be provided in four (4) sessions for (25) staff members.

The estimated IVN5 project duration is 7 months (including 3 to 4 months for material lead-time), depending on what Option(s) are selected and Client readiness. Clever Devices will initiate the IVN5 project no later than May 1, 2026, contingent upon NTP or signed contract, with a target completion date of November 1, 2026. Failure to meet this timeline will result in a penalty due from Clever Devices to Core of 25% of the first year Support/Maint/SW agreement, equal to \$17,957.50.

#### ROLES & RESPONSIBILITIES:

- Materials to be installed, including required components, shall be provided by Clever Devices and shipped to Core garages according to the installation schedule.
- Clever Devices shall have the authority over the installation of all equipment and systems. All communications regarding the installation, approval of work, and workmanship should flow through Clever Devices Project Manager.
- Core will provide Clever Devices bus access in accordance with the project installation schedule to perform all installations as required by this scope of work in order to meet this timeline.
- Core is responsible for providing a driver and personnel for communicating defects, support in moving vehicles, and signing authority for Acceptance Test Procedures (ATPs) at each garage location during mini-fleet and full fleet installation.

#### PROJECT COMPLETION CRITERIA

The following items are required for project success:

- All materials required for the installation of the vehicles in scope are delivered and installed.
- Successful configuration and network activation of all newly installed components.
- Sign off for system acceptance by Core.

Failure by CORE to provide vehicle access as defined and mutually agreed upon between the parties shall void any penalties associated with delivery or installation deadlines as described above.

Clever Devices' standard process for deployments will be followed.

#### The project does not include:

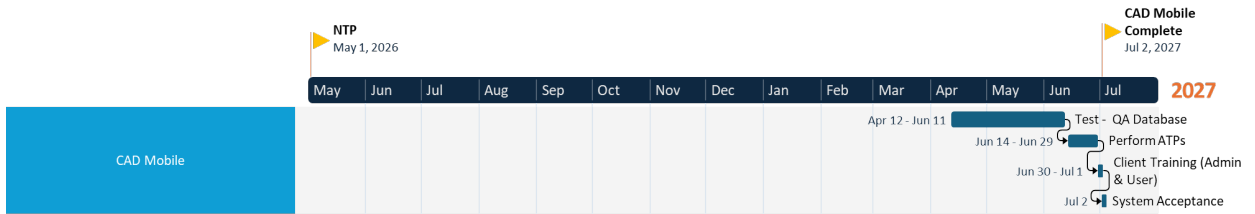
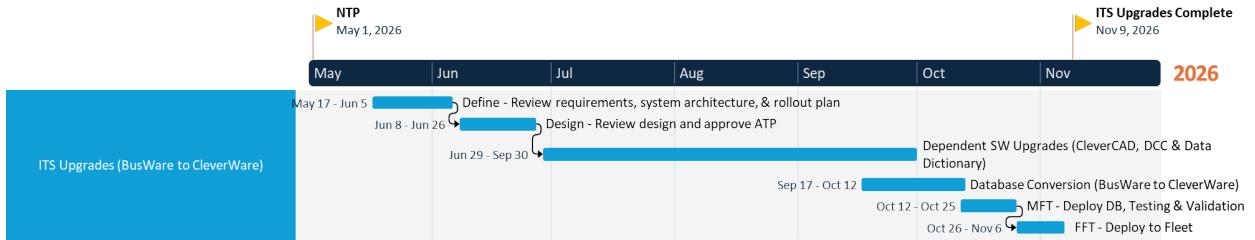
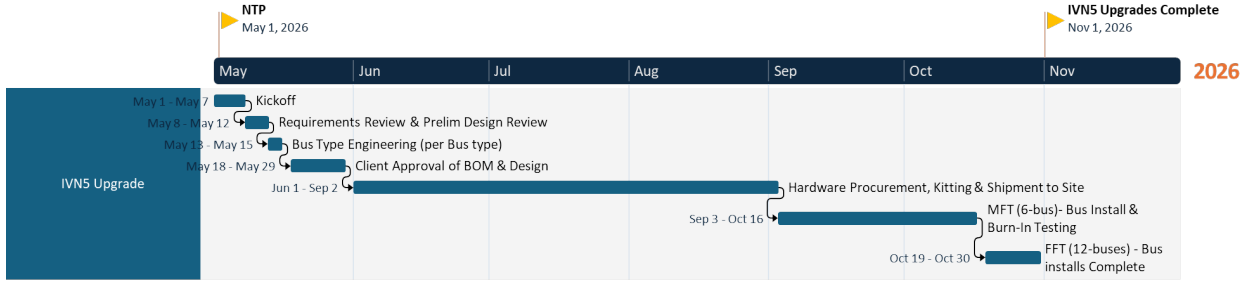
- a. Any other hardware/software upgrades or integrations.
- b. For CCAD Mobile, hardware &/or installation is not included.

#### Additional assumptions:

- a. Only one language will be used for TTS (English).

- b. Client will provide all vehicles at a single location during a single Clever Devices onsite trip for installation (estimated at 2 to 4-week depending if/what Options are selected)
- c. Client is responsible for providing fully functional buses at time of the bus retrofit upgrade process. Client will provide spare parts in the event a bus repair is needed, and if approved, Clever Devices can make the repair on time & material basis.
- d. Clever Devices personnel will train the Client on the Turn-by-Turn setup in CleverWorks. Once trained, Client will complete the Turn-By-Turn configuration. If Client wants Clever Devices complete this effort, then the proposal will need to be amended.
- e. Other than the initial Kick-Off & Operations Review meeting, all other meetings and reviews will be performed remotely.
- f. For MAIOR Option: Core will complete the CleverWorks database updates. Clever Devices will provide guidance and best practice approaches for the transition.

Please see the following page for the project schedule for the IVN5 Upgrades, BusWare to CleverWare, CleverInsights, Disruption Management, and CleverCAD Mobile.





## **7 MISCELLANEOUS/COLORADO STATE LAW PROVISIONS**

### **7.1 INDEPENDENT CONTRACTOR**

The services to be performed by Clever are those of an independent contractor and not of an employee or partner of the Customer. Clever is obligated to pay federal and state income tax on any moneys earned pursuant to the Agreement. Neither Clever nor its employees, if any, are entitled to workers' compensation benefits from Core Transit for the performance of the services specified in the Agreement.

### **7.2 CONFIDENTIALITY**

Notwithstanding any other provision contained in the Agreement, Core Transit shall have no obligation to keep and maintain in confidence any document, including the Agreement, that is subject to disclosure under the Colorado Open Records Act, Part 2, Article 72, Title 24, C.R.S., as determined by the Customer.

### **7.3 LIMITATION ON CUSTOMER INDEMNITY**

Any obligation of Core Transit to indemnify, defend, or hold harmless Clever is deleted. Notwithstanding any provision in the Agreement, Core Transit is relying on and does not waive or intend to waive by any provision of this Agreement, the monetary limitations or any other rights, immunities, defenses, and protections provided by the Colorado Governmental Immunity Act, § 24-10-101, et seq., C.R.S., as from time to time amended, or otherwise available to Core Transit or its officers or employees.

### **7.4 LIMITATION ON DAMAGES**

Under no circumstances shall Core Transit be liable to Clever for special, punitive, indirect or consequential damages suffered by Clever arising out of or in connection with the Agreement including, without limitation, lost profits, loss of use, or loss of opportunity.

### **7.5 GOVERNING LAW AND VENUE**

The laws of the State of Colorado, without regard to Colorado laws regarding conflicts of law, shall govern the construction, interpretation, execution and enforcement of the Agreement. Venue for any dispute arising out of or relating to the Agreement shall be in the State of Colorado District Court for Eagle County.

### **7.6 ANNUAL APPROPRIATION**

Pursuant to Article X, Section 20 of the Colorado Constitution and Section 29-1-110, C.R.S., Core Transit's obligations hereunder are subject to the annual appropriation of funds necessary for the performance thereof, which appropriations will be made in the sole discretion of the Core Transit's Board of Directors.

### **7.7 PAYMENT OF DISPUTED AMOUNTS**

If Core Transit fails to make payment under the Agreement, Clever shall provide written notice of delinquency to Core Transit within 30 days of the missed payment. Core Transit shall have 10 working days from the date of receipt of such notice to provide a written notice of dispute to Clever for all disputed amounts and/or remit all outstanding undisputed amounts. Disputed amounts not paid by the due date or the dates provided for herein shall not be assessed a late fee or penalty.

### **7.8 TAXES**

Core Transit is a governmental entity and is therefore exempt from state and local sales and use tax. Core Transit will not pay for or reimburse any sales or use tax that may not directly be imposed against Core Transit. Clever shall use Core Transit's sales tax exemption for the purchase of any and all products and equipment on behalf of Core Transit.

### **7.9 AMENDMENT**

The Agreement and Addendum may not be amended except by an instrument in writing signed on behalf of each of the Parties.

#### **7.10 WAIVER**

No waiver of any provision of the Agreement or Addendum shall be deemed, or will constitute, a waiver of any other provision, whether or not similar, nor will any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the Party making the waiver.

#### **7.11 NO THIRD-PARTY BENEFICIARIES**

Nothing in the Agreement or Addendum shall convey any rights upon any person or entity which is not a party or a successor or permitted assignee of a Party to this Agreement.

#### **7.12 ENFORCEMENT**

The Agreement and the terms and provisions thereof may be enforced by either Party hereto and their successors and assigns. In the event legal or administrative proceedings are brought against any Party for the purpose of such enforcement, the prevailing Party shall recover from the non-prevailing Party all costs associated therewith, including but not limited to reasonable attorney's fees.

#### **7.13 SEVERABILITY**

In the event that any of the terms, covenants, or conditions of the Agreement or their application shall be held invalid as to any person, entity, or circumstance by any court having competent jurisdiction, the remainder of the Agreement and the application in effect of its terms, covenants, or conditions to such persons, entities, or circumstances shall not be affected thereby.

#### **7.14 SECTION HEADINGS**

The section headings in this Agreement have been inserted for convenience of reference only and shall not affect the meaning or interpretation of any part of this Agreement.

#### **7.15 COUNTERPARTS, ELECTRONIC SIGNATURES AND ELECTRONIC RECORDS**

This Agreement may be executed in multiple counterparts, each of which shall be an original, but all of which, together, shall constitute one and the same instrument. The Parties consent to the use of electronic signatures and agree that the transaction may be conducted electronically pursuant to the Uniform Electronic Transactions Act, § 24-71.3-101, et seq., C.R.S.

## 8 SIGNATURE PAGE

IN WITNESS WHEREOFF, the parties hereto have executed this Contract on the day and year first above written.

Clever Devices Ltd.

**CONTRACTOR**

By: \_\_\_\_\_  
(Signature)

Name: Andrew Stanton  
(Print)

Title: Chief Operating Officer

Dated: \_\_\_\_\_

Core Transit

**CUSTOMER**

By: \_\_\_\_\_  
(Signature) Authorized Representative

Name: \_\_\_\_\_  
(Print)

Title: \_\_\_\_\_

Dated: \_\_\_\_\_

Core Transit

**CUSTOMER**

By: \_\_\_\_\_  
(Signature) Authorized Representative

Name: \_\_\_\_\_  
(Print)

Title: \_\_\_\_\_

Dated: \_\_\_\_\_

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**ATTACHMENT A – COVERED HARDWARE PRODUCTS**

| Product                        | Quantity |
|--------------------------------|----------|
| IVN5 <sup>(1)</sup>            | 40       |
| Transit Control Head (TCH)     | 40       |
| Multiband Antenna (6-band)     | 40       |
| Interior LED Sign              | 40       |
| IRIS APC Sensors               | 14       |
| Hella APS-R Sensors (CD# 5851) | 26       |

1. 18 IVN5's warranty coverage, beginning January 1, 2028, under this agreement, at the end of the initial one-year manufacturer's warranty period.

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**ATTACHMENT B – COVERED SOFTWARE PRODUCTS**

| Product                          | Quantity to Support 40 Vehicles |
|----------------------------------|---------------------------------|
| BusLink                          | 1                               |
| BusTime                          | 1                               |
| CleverCAD                        | 1                               |
| Disruption Management*           | 1                               |
| CleverCAD Mobile*                | 1                               |
| CleverReports                    | 1                               |
| CleverWorks                      | 1                               |
| DCC                              | 1                               |
| Onboard Software (as applicable) | 1                               |

\*Starts 1/1/2029 or as otherwise stated in pricing

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## ATTACHMENT C – ANNUAL DATABASE MAINTENANCE SERVICES SCOPE

Clever Devices is pleased to offer the database support services, QA testing and deployment services for the ITS system installed at Core. Scope includes:

- **Annual Database Support Services (2 picks per year)**
  - Database Support Services Per Pick
    - The Data Systems team will facilitate the database peer review process and monitor the database through the QA process. Clever Devices will provide assistance to Core while Core is performing data changes using the Clever Devices data management software package. Assistance will be provided via phone support, email and/or Microsoft Teams sessions, and is not to exceed four (4) hours per pick.
    - The CleverWorks export and backup, along with documentation of service changes, e.g. route / stop changes, destination sign changes, path turn by turns or shape files and all other relevant information will be provided to Clever Devices 2 weeks prior to the schedule / database activation date.
    - Pricing is for Core’s continued use of the Sched21 scheduling system to produce the schedule files imported into CleverWorks. Should Core decide to switch from the current scheduling system, this will require negotiation with Clever Devices on potential cost adjustments and standard pick timelines.
    - Audio Recording (up to 100 phrases per pick):
      - “Audio Recordings” include the services of recording audio files for announcement changes that are required based on route changes to be provided by Core. Clever Devices will provide the audio voice talent. Clever Devices will make best efforts to contract the same voice talent used in the original CleverWorks database; and if the voice talent is available, Clever Devices will retain this voice talent.
      - All recording requests must be submitted at one time, up to 100 phrases, for one session with the voice talent. Subsequent submissions, even if 100-phrase threshold was not hit in initial submission, will result in additional fees.
      - List of recordings must be provided to Clever Devices 3 weeks before the database activation date.
    - Should Core require more than 2 database updates for additional service changes, or schedule alterations or extensions, this will require negotiation between Core and Clever Devices.
  - Project Management Support
  - Systems Engineering Support

- QA and System Testing: Clever Devices provides Quality Assurance (QA) testing for the Database before distribution to the fleet. QA Testing includes:
  - Testing for Database
    - Correctly loads into BusWare through BusLink Distribution
    - Correctly loads into Clever CAD
    - Correctly loads into DCC
    - Correctly loads into BusTime®
  - Login and run routes for (simulate sub-set of routes):
    - Week Day routes
    - Weekend Routes
    - Holiday Routes
    - Remote login Functionality
    - VoIP Functionality

## 9 PRICING

### 9.1 CONFIDENTIAL QUOTATION

|                 |                                |                  |   |
|-----------------|--------------------------------|------------------|---|
| <b>ATTN:</b>    | Lance Trujillo                 | <b>DATE:</b>     | February 23, 2026                       |
| <b>COMPANY:</b> | Core Transit                   |                  |   |
| <b>EMAIL:</b>   | lance.trujillo@coretransit.org | <b>OPP ID #:</b> | 006Qh00000Ygq53 Rev2                    |
|                 |                                | <b>PR #:</b>     | 11262                                   |
| <b>ADDRESS:</b> | 970-328-3440                   | <b>RE:</b>       | 5 Year Renewal Extension & ITS Upgrades |
| <b>PHONE:</b>   |                                |                  |   |

Clever Devices is pleased to submit the following quotation, subject to the terms and conditions listed below.

| Item  | Qty | Description  | Unit Price          | Extended Price       |
|---|-----|--|---------------------|----------------------|
| <b>IVN Retrofit Upgrade (2026)</b>  |     |  |                     |                      |
| 1   | 10  | IVN3 to IVN5 Retrofit Upgrade Kit & Installation   | \$8,728.00          | \$87,280.00          |
| 2   | 8   | IVN4 to IVN5 Retrofit Upgrade Kit & Installation   | \$8,168.00          | \$65,344.00          |
| 3   | 1   | Implementation Services<br>- Design, Configuration, Testing, Training, Installation Supervision & Project Management | \$219,062.00        | \$219,062.00         |
|   |     |  | <b>Subtotal</b>     | <b>\$371,686.00</b>  |
|   |     |  | <b>Mgt. Disc.</b>   | <b>(\$96,613.55)</b> |
|   |     |  | <b>Total</b>        | <b>\$275,072.45</b>  |
| <b>Disruption Management &amp; CleverCAD Mobile (2027)</b>                            |     |  |                     |                      |
| 4   | 1   | Disruption Management & CleverCAD Mobile Central Licenses for full fleet (40 vehicles)                               | \$56,396.00         | \$56,396.00          |
| 5   | 1   | Implementation Services<br>- Design, Configuration, Testing, Training, Installation Supervision & Project Management | \$38,658.00         | \$38,658.00          |
|   |     |  | <b>Subtotal</b>     | <b>\$95,054.00</b>   |
|   |     |  | <b>Mgt. Disc.</b>   | <b>(\$17,049.45)</b> |
|   |     |  | <b>Total</b>        | <b>\$78,004.55</b>   |
| <b>Hardware Warranty, Software Maintenance &amp; Database - 1/1/2027 - 12/31/2027</b> |     |  |                     |                      |
| 6   | 1   | Hardware Warranty  | \$9,504.00          | \$9,504.00           |
| 7   | 1   | Software Maintenance   | \$53,541.00         | \$53,541.00          |
| 8   | 1   | Database Services (2 Picks)  | \$8,785.00          | \$8,785.00           |
|   |     |  | <b>Total Year 1</b> | <b>\$71,830.00</b>   |

| Hardware Warranty, Software Maintenance & Database - 1/1/2028 - 12/31/2028 |   |   |             |                     |
|--|---|---|-------------|---------------------|
| 9  | 1 | Hardware Warranty   | \$14,555.00 | \$14,555.00         |
| 10   | 1 | Software Maintenance  | \$55,147.00 | \$55,147.00         |
| 11   | 1 | Database Services (2 Picks)   | \$9,049.00  | \$9,049.00          |
| <b>Total Year 2</b>  |   |   |             | <b>\$78,751.00</b>  |
| Hardware Warranty, Software Maintenance & Database - 1/1/2029 - 12/31/2029 |   |   |             |                     |
| 12   | 1 | Hardware Warranty   | \$14,959.00 | \$14,959.00         |
| 13   | 1 | Software Maintenance  | \$62,294.00 | \$62,294.00         |
| 14   | 1 | Database Services (2 Picks)   | \$9,320.00  | \$9,320.00          |
| <b>Total Year 3</b>  |   |   |             | <b>\$86,573.00</b>  |
| Hardware Warranty, Software Maintenance & Database - 1/1/2030 - 12/31/2030 |   |   |             |                     |
| 15   | 1 | Hardware Warranty   | \$15,375.00 | \$15,375.00         |
| 16   | 1 | Software Maintenance  | \$62,294.00 | \$62,294.00         |
| 17   | 1 | Database Services (2 Picks)   | \$9,600.00  | \$9,600.00          |
| <b>Total Year 4</b>  |   |   |             | <b>\$87,269.00</b>  |
| Hardware Warranty, Software Maintenance & Database - 1/1/2031 - 12/31/2031 |   |   |             |                     |
| 18   | 1 | Hardware Warranty   | \$15,804.00 | \$15,804.00         |
| 19   | 1 | Software Maintenance  | \$62,294.00 | \$62,294.00         |
| 20   | 1 | Database Services (2 Picks)   | \$9,888.00  | \$9,888.00          |
| <b>Total Year 5</b>  |   |   |             | <b>\$87,986.00</b>  |
| <b>Total Years 1-5</b>   |   |   |             | <b>\$412,409.00</b> |
| <b>Total ITS Upgrade &amp; 5 Year Renewal</b>                              |   |   |             | <b>\$765,486.00</b> |
| Hosting - 1/1/2027 - 12/31/2027  |   |   |             |                     |
| 21   | 1 | Price moving over from Hosting Contract Titled "AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN EAGLE VALLEY TRANSPORTATION AUTHORITY AND CLEVER DEVICES, LLC, dated on 6/13/2024 | \$80,296.00 | \$80,296.00         |
| 21a  | 1 | Incremental hosting Year 1 (Disruption Mgt. & CAD Mobile)   | \$2,896.00  | \$2,896.00          |
| Hosting - 1/1/2028 - 12/31/2028  |   |   |             |                     |
| 22   | 1 | Price moving over from Hosting Contract Titled "AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN EAGLE VALLEY TRANSPORTATION AUTHORITY AND CLEVER DEVICES, LLC, dated on 6/13/2024 | \$82,705.00 | \$82,705.00         |
| 22a  | 1 | Incremental hosting Year 2 (Disruption Mgt. & CAD Mobile)   | \$2,983.00  | \$2,983.00          |
| Hosting - 1/1/2029 - 12/31/2029  |   |   |             |                     |
| 23   | 1 | Price moving over from Hosting Contract Titled "AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN EAGLE VALLEY TRANSPORTATION AUTHORITY AND CLEVER DEVICES, LLC, dated on 6/13/2024 | \$85,186.00 | \$85,186.00         |

|   |            |   |                               |  |                       |
|---|------------|---|-------------------------------|--|-----------------------|
| 23a   | 1          | Incremental hosting Year 3 (Disruption Mgt. & CAD Mobile) |                               | \$3,072.00   | \$3,072.00            |
|   |            |   |                               | <b>Mgt. Disc.</b>                                      | <b>(\$8,951.00)</b>   |
| <b>Hosting - 1/1/2030 - 12/31/2030</b>          |            |   |                               |  |                       |
| 24  | 1          | Hosting Year 4  |                               | \$88,853.00  | \$88,853.00           |
| <b>Hosting - 1/1/2031 - 12/31/2031</b>          |            |   |                               |  |                       |
| 25  | 1          | Hosting Year 5  |                               | \$88,853.00  | \$88,853.00           |
|   |            |   |                               | <b>Total Additional for Years 1-5</b>                  | <b>\$425,893.00</b>   |
|   |            |   |                               | <b>Total ITS Upgrade, 5 Year Renewal &amp; Hosting</b> | <b>\$1,191,379.00</b> |
| <b>MAIOR (Planning &amp; Scheduling) (2027)</b> |            |   |                               |  |                       |
| <b>Item</b>                                     | <b>Qty</b> |   | <b>Description</b>            | <b>Unit Price</b>                                      | <b>Extended Price</b> |
| 26  | 1          |   | MAIOR Implementation          | \$126,563.00   | \$126,563.00          |
| <b>Item</b>                                     | <b>Qty</b> | <b>Month(s)</b>   | <b>Description</b>            | <b>Unit Price Per Month/Bus</b>                        | <b>Extended Price</b> |
| 27  | 40         | 12  | MAIOR SaaS Year 1             | \$113.25   | \$54,360.00           |
| 28  | 40         | 12  | MAIOR SaaS Year 2             | \$113.25   | \$54,360.00           |
| 29  | 40         | 12  | MAIOR SaaS Year 3             | \$113.25   | \$54,360.00           |
| 30  | 40         | 12  | MAIOR SaaS Year 4             | \$113.25   | \$54,360.00           |
| 31  | 40         | 12  | MAIOR SaaS Year 5             | \$113.25   | \$54,360.00           |
|   |            |   |                               | <b>Subtotal</b>  | <b>\$398,363.00</b>   |
|   |            |   |                               | <b>Mgt. Disc.</b>                                      | <b>(\$74,160.00)</b>  |
|   |            |   |                               | <b>Total</b>   | <b>\$324,203.00</b>   |
| <b>CleverInsights (2027)</b>                    |            |   |                               |  |                       |
| <b>Item</b>                                     | <b>Qty</b> |   | <b>Description</b>            | <b>Unit Price</b>                                      | <b>Extended Price</b> |
| 32  | 1          |   | CleverInsights Implementation | \$73,781.00  | \$73,781.00           |
| <b>Item</b>                                     | <b>Qty</b> | <b>Month(s)</b>   | <b>Description</b>            | <b>Unit Price Per Month/Bus</b>                        | <b>Extended Price</b> |
| 33  | 40         | 12  | CleverInsights SaaS Year 1    | \$64.00  | \$30,720.00           |
| 34  | 40         | 12  | CleverInsights SaaS Year 2    | \$64.00  | \$30,720.00           |
| 35  | 40         | 12  | CleverInsights SaaS Year 3    | \$64.00  | \$30,720.00           |
| 36  | 40         | 12  | CleverInsights SaaS Year 4    | \$64.00  | \$30,720.00           |
| 37  | 40         | 12  | CleverInsights SaaS Year 5    | \$64.00  | \$30,720.00           |
|   |            |   |                               | <b>Subtotal</b>  | <b>\$227,381.00</b>   |
|   |            |   |                               | <b>Mgt. Disc.</b>                                      | <b>(\$65,177.00)</b>  |
|   |            |   |                               | <b>Total</b>   | <b>\$162,204.00</b>   |
| <b>IVN5 Spares</b>                              |            |   |                               |  |                       |
| 38  | 2          | IVN5 Controller   |                               | \$6,798.00   | \$13,596.00           |
|   |            |   |                               | <b>Grand Total</b>                                     | <b>\$1,691,382.00</b> |

**Notes:**

- Notice to proceed for IVN upgrades must be received no later than 30 days after contract effective date.
- Notice to proceed for CleverInsights must be received no later than 30 days after contract effective date.
- Notice to proceed for Disruption Management and CleverCAD Mobile must be received no later than May 1,2027.
- Notice to proceed for MAIOR must be received no later than December 1,2026.
- Unit Prices provided only apply to the purchase of the quantities defined. Unit Prices may vary if quantities are adjusted, as they can include fixed costs and/or quantity discounts.
- Prices for optional items reflect the price if the option is selected at the time of the base contract. Individual option prices, if exercised separately from the base, may have additional costs.
- The scope and impact of tariff policies, as well as AI-driven demand in processors, memory, and storage, remains uncertain. We are actively monitoring these developments and taking appropriate measures to reduce potential effects on our customers. This quotation excludes any additional fees the Purchaser may incur due to applicable tariffs or market-driven cost increases. If circumstances beyond our control require adjustments to pricing or material lead-times, we will communicate these changes prior to purchase-order acceptance and update this quotation accordingly.

**Payment Milestones:**
**IVN Upgrade**

| PM           | Description                               | Qty | Unit Price   | Total Invoice       |
|--------------|---|-----|--------------|---------------------|
| 1            | Completion of Bus Type Engineering        | 1   | \$53,655.00  | \$53,655.00         |
| 2            | Shipment of Onboard Hardware              | 1   | \$145,245.00 | \$145,245.00        |
| 3            | Completion of Installation                | 1   | \$53,655.00  | \$53,655.00         |
| 4            | Completion of Retrofit (final acceptance) | 1   | \$22,517.45  | \$22,517.45         |
| <b>Total</b> |   |     |              | <b>\$275,072.45</b> |

**Disruption Management & CleverCAD Mobile**

| PM           | Description  | Qty | Unit Price  | Total Invoice      |
|--------------|--|-----|-------------|--------------------|
| 1            | Completion of Kickoff Meeting                          | 1   | \$19,502.00 | \$19,502.00        |
| 2            | Completion of Design Review                            | 1   | \$19,502.00 | \$19,502.00        |
| 3            | Completion of Testing                                  | 1   | \$19,502.00 | \$19,502.00        |
| 4            | Completion of Training & Start of Software Maintenance | 1   | \$19,498.55 | \$19,498.55        |
| <b>Total</b> |  |     |             | <b>\$78,004.55</b> |

**CleverInsights**

| PM | Description   | Qty | Unit Price | Total Invoice |
|----|---|-----|------------|---------------|
| 1  | CleverInsights - Upon Availability of SAAS Services and Completion of Training (Start of Year 1 SAAS) | 1   | \$8,604.00 | \$8,604.00    |

|       |  |   |            |              |
|-------|--|---|------------|--------------|
| 2     | CleverInsights - Year 1 SAAS Service - Qty 40* | 4 | \$7,680.00 | \$30,720.00  |
| 3     | CleverInsights - Year 2 SAAS Service - Qty 40  | 4 | \$7,680.00 | \$30,720.00  |
| 4     | CleverInsights - Year 3 SAAS Service - Qty 40  | 4 | \$7,680.00 | \$30,720.00  |
| 5     | CleverInsights - Year 4 SAAS Service - Qty 40  | 4 | \$7,680.00 | \$30,720.00  |
| 6     | CleverInsights - Year 5 SAAS Service - Qty 40  | 4 | \$7,680.00 | \$30,720.00  |
| Total |  |   |            | \$162,204.00 |

\*Invoiced at the same time as PM1 - CleverInsights

**MAIOR (Planning & Scheduling)**

| PM    | Description   | Qty | Unit Price  | Total Invoice |
|-------|---|-----|-------------|---------------|
| 1     | Completion of Kickoff Meeting   | 1   | \$10,481.00 | \$10,481.00   |
| 2     | Acceptance of Requirements & Documentation                                      | 1   | \$10,481.00 | \$10,481.00   |
| 3     | Completion of Setup of Hosted Environment & Installation of Base Software       | 1   | \$10,481.00 | \$10,481.00   |
| 4     | Completion of Training  | 1   | \$10,481.00 | \$10,481.00   |
| 5     | Completion of Schedule Export & Acceptance of Scheduling (Start of Year 1 SAAS) | 1   | \$10,479.00 | \$10,479.00   |
| 6     | MAIOR Scheduling - Year 1 SAAS Service - Qty 40**                               | 4   | \$13,590.00 | \$54,360.00   |
| 7     | MAIOR Scheduling - Year 2 SAAS Service - Qty 40                                 | 4   | \$13,590.00 | \$54,360.00   |
| 8     | MAIOR Scheduling - Year 3 SAAS Service - Qty 40                                 | 4   | \$13,590.00 | \$54,360.00   |
| 9     | MAIOR Scheduling - Year 4 SAAS Service - Qty 40                                 | 4   | \$13,590.00 | \$54,360.00   |
| 10    | MAIOR Scheduling - Year 5 SAAS Service - Qty 40                                 | 4   | \$13,590.00 | \$54,360.00   |
| Total |   |     |             | \$324,203.00  |

\*\*Invoiced at the same time as PM5 - Completion of Schedule Export & Acceptance of Scheduling

**Extended Maintenance Hardware Warranty, Software Maintenance & Database**

| PM    | Description | Qty | Unit Price  | Total Invoice |
|-------|-------------|-----|-------------|---------------|
| 1     | Year 1      | 1   | \$71,830.00 | \$71,830.00   |
| 2     | Year 2      | 1   | \$78,751.00 | \$78,751.00   |
| 3     | Year 3      | 1   | \$86,573.00 | \$86,573.00   |
| 4     | Year 4      | 1   | \$87,269.00 | \$87,269.00   |
| 5     | Year 5      | 1   | \$87,986.00 | \$87,986.00   |
| Total |             |     |             | \$412,409.00  |

**Extended Hosting**

| PM | Description    | Qty | Unit Price  | Total Invoice |
|----|----------------|-----|-------------|---------------|
| 1  | Hosting Year 1 | 1   | \$80,296.00 | \$80,296.00   |
| 2  | Hosting Year 2 | 1   | \$82,705.00 | \$82,705.00   |
| 3  | Hosting Year 3 | 1   | \$85,186.00 | \$85,186.00   |

|   |                |   |             |              |
|---|----------------|---|-------------|--------------|
| 4 | Hosting Year 4 | 1 | \$88,853.00 | \$88,853.00  |
| 5 | Hosting Year 5 | 1 | \$88,853.00 | \$88,853.00  |
|   |                |   | Total       | \$425,893.00 |

**Spares (Billed on Shipment)**

|   |                 |   |            |             |
|---|-----------------|---|------------|-------------|
| 1 | IVN5 Controller | 2 | \$6,798.00 | \$13,596.00 |
|---|-----------------|---|------------|-------------|

|  |  |  |                |                |
|--|--|--|----------------|----------------|
|  |  |  | Total Contract | \$1,691,382.00 |
|--|--|--|----------------|----------------|

Notes:

**Primary Customer Point of Contact:**

Chris Gates  
 Sr. Strategic Account Manager  
 cgates@CleverDevices.com  
 918-406-1465

**Prepared By:**

Anil Mohabir  
 Manager, Pricing

## CLEVER DEVICES' TRADEMARKS

Clever Devices®  
AVM®  
BusLink®  
BusLink Switch®  
BusTime®  
BusTools®  
BusWare™  
CleverAnalytics®  
CleverCAD®  
CleverCare®  
CleverCERT®  
CleverCounter™  
CleverReports®  
CleverWare™  
CleverWorks®  
GH7™  
GreyHawk 7™  
IncidentAnalytics™  
Incident Management™  
IdleMonitor®  
Intelligent Vehicle Network®  
IVN®  
Mtram®  
M.A.I.O.R.®  
PerfectNav™  
Seymor®  
SpeakEasy®  
SmartYard®  
TurnWarning®

**Note:** All images used in this document are provided for example purposes only. Images may contain additional content outside of the proposed solution.

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Exhibits

Exhibit A – Hosting Agreement

Exhibit B – Hosting Proposal

Exhibit C – SaaS Agreement

**AGREEMENT FOR PROFESSIONAL SERVICES  
BETWEEN EAGLE VALLEY TRANSPORTATION AUTHORITY AND CLEVER  
DEVICES, LLC**

This Amended and Restated Hosted Services Agreement (“Exhibit A”) is incorporated into and governed by the Master ITS Services Agreement dated 04/03/2026 (“Master Agreement”) between Eagle Valley Transportation Authority (Core Transit) (“Agency”) and Clever Devices, LLC (“Contractor”).

This Exhibit A amends, restates, and replaces in its entirety the prior Hosting Agreement between the Parties dated 06/13/2024 (“Prior Hosted Agreement”).

In the event of any conflict between this Exhibit A and the Master Agreement, the Master Agreement controls.

**RECITALS**

WHEREAS, Authority desires to enter into a contract with Contractor to provide hosted services for the Intelligent Transit Systems (ITS) project and supported services (the “Project”) at the Eagle Valley Transportation Authority Maintenance Service Center located at 3289 Cooley Mesa Road, Gypsum, CO 81637 (the “Property”); and

WHEREAS, Contractor currently provides ITS hardware, software, services and support to the Authority; and

WHEREAS, Contractor is authorized to do business in the State of Colorado and has the time, skill, expertise, and experience necessary to provide the Services as defined below in Paragraph 1 hereof; and

WHEREAS, this Agreement shall govern the relationship between Contractor and the Authority in connection with the Services.

NOW, THEREFORE, in consideration of the foregoing and the following promises Contractor and Authority agree as follows:

**AGREEMENT**

1. **DEFINITIONS:** Whenever used herein, any schedules, exhibits, order forms, or addenda to this Agreement, the following terms shall have the meanings assigned below unless otherwise defined therein. Other capitalized terms used in this Agreement are defined in the context in which they are used.
  - 1.1. **“Agreement”** means this Agreement for Professional Services executed between Authority and Contractor, inclusive of all schedules, exhibits, attachments, addenda and other documents incorporated by reference between the Authority and Contractor.

- 1.2. **“Confidential Information”** means any and all records or data not subject to disclosure under CORA”). Confidential Information shall include, but is not limited to, PII, PHI, PCI, Tax Information, CJI, and personnel records not subject to disclosure under CORA. Confidential Information also means any information or data that a disclosing Party treats in a confidential manner and that is marked “Confidential Information” or is considered “proprietary” prior to disclosure to the other Party. Confidential Information does not include this Agreement or information which: (a) is public or becomes public through no breach of the confidentiality obligations herein; (b) is disclosed by the Party that has received Confidential Information (the "Receiving Party") with the prior written approval of the other Party; (c) was known by the Receiving Party at the time of disclosure; (d) was developed independently by the Receiving Party without use of the Confidential Information; (e) becomes known to the Receiving Party from a source other than the disclosing Party through lawful means; (f) is disclosed by the disclosing Party to others without confidentiality obligations; or (g) is required by law to be disclosed.
- 1.3. **“CORA”** means the Colorado Open Records Act, C.R.S. §§ 24-72-200.1, et. seq.
- 1.4. **“Authority Data”** means all information, whether in oral or written (including electronic) form, created by or in any way originating with the Authority and End Users, and all information that is the output of any computer processing, or other electronic manipulation, of any information that was created by or in any way originating with the Authority and End Users, in the course of using and configuring the Services provided under this Agreement, and includes all records relating to the Authority’s use of Contractor Services and Protected Information.
- 1.5. **“Data Incident”** means any accidental or deliberate event that results in or constitutes an imminent threat of the unauthorized access, loss, disclosure, modification, disruption, or destruction of any communications or information resources of the Authority. Data Incidents include, without limitation (i) successful attempts to gain unauthorized access to an Authority system or Authority information regardless of where such information is located; (ii) unwanted disruption or denial of service; (iii) the unauthorized use of an Authority system for the processing or storage of data; or (iv) changes to the Authority system hardware, firmware, or software characteristics without the Authority’s knowledge, instruction, or consent. It shall also include any actual or reasonably suspected unauthorized access to or acquisition of computerized Authority Data that compromises the security, confidentiality, or integrity of the Authority Data, or the ability of the Authority to access the Authority Data.
- 1.6. **“Deliverable”** means the outcome to be achieved or output to be provided, in the form of a tangible object or software that is produced as a result of Contractor’s Work that is intended to be delivered to the Authority by Contractor.
- 1.7. **“Documentation”** means, collectively: (a) all materials published or otherwise made available to the Authority by Contractor that relate to the functional, operational and/or performance capabilities of the Services; (b) all user, operator, system administration,

- technical, support and other manuals and all other materials published or otherwise made available by Contractor that describe the functional, operational and/or performance capabilities of the Services; (c) any Requests for Information and/or Requests for Proposals (or documents of similar effect) issued by the Authority, and the responses thereto from Contractor, and any document which purports to update or revise any of the foregoing; and (d) the results of any Contractor “Use Cases Presentation”, “Proof of Concept” or similar type presentations or tests provided by Contractor to the Authority.
- 1.8. **“Downtime”** means any period of time of any duration that the Services are not made available by Contractor to the Authority for any reason, including scheduled maintenance or Enhancements.
- 1.9. **“Effective Date”** means the date on which this Agreement is fully approved and signed by the Authority as shown on the Signature Page for this Agreement. The Effective Date for Services may be set out in an order form or similar exhibit.
- 1.10. **“End User”** means the individuals (including, but not limited to employees, authorized agents, students and volunteers of the Authority; Third Party consultants, auditors and other independent contractors performing services for the Authority; any governmental, accrediting or regulatory bodies lawfully requesting or requiring access to any Services; customers of the Authority provided services; and any external users collaborating with the Authority) authorized by the Authority to access and use the Services provided by Contractor under this Agreement.
- 1.11. **“End User Data”** includes End User account credentials and information, and all records sent, received, or created by or for End Users, including email content, headers, and attachments, and any Protected Information of any End User or Third Party contained therein or in any logs or other records of Contractor reflecting End User’s use of Contractor Services.
- 1.12. **“Enhancements”** means any improvements, modifications, upgrades, updates, fixes, revisions and/or expansions to the Services that Contractor may develop or acquire and incorporate into its standard version of the Services or which the Contractor has elected to make generally available to its customers.
- 1.13. **“Intellectual Property Rights”** includes without limitation all right, title, and interest in and to all (a) Patent and all filed, pending, or potential applications for Patent, including any reissue, reexamination, division, continuation, or continuation-in-part applications throughout the world now or hereafter filed; (b) trade secret rights and equivalent rights arising under the common law, state law, and federal law; (c) copyrights, other literary property or authors rights, whether or not protected by copyright or as a mask work, under common law, state law, and federal law; and (d) proprietary indicia, trademarks, trade names, symbols, logos, and/or brand names under common law, state law, and federal law.

- 1.14. **“PCI”** means payment card information including any data related to credit card holders’ names, credit card numbers, or other credit card information as may be protected by state or federal law.
- 1.15. **“PII”** means personally identifiable information including, without limitation, any information maintained by the Authority about an individual that can be used to distinguish or trace an individual’s identity, such as name, social security number, date and place of birth, mother’s maiden name, or biometric records. PII includes, but is not limited to, all information defined as personally identifiable information in C.R.S. §§ 24-72-501 and 24-73-101.
- 1.16. **“PHI”** means any protected health information, including, without limitation any information whether oral or recorded in any form or medium: (i) that relates to the past, present, or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present, or future payment for the provision of health care to an individual; and (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual. PHI includes, but is not limited to, any information defined as Individually Identifiable Health Information by the federal Health Insurance Portability and Accountability Act.
- 1.17. **“Protected Information”** includes, but is not limited to, personally-identifiable information, student records, protected health information, criminal justice information or individual financial information and other data defined under C.R.S. § 24-72-101 et seq., and personal information that is subject to local, state or federal statute, regulatory oversight or industry standard restricting the use and disclosure of such information. The loss of such Protected Information would constitute a direct damage to the Authority.
- 1.18. **“Service”** means Contractor’s computing solutions, provided to the Authority pursuant to this Agreement, that provide the functionality and/or produce the results described in the Documentation, including without limitation all Enhancements thereto and all interfaces.
- 1.19. **“Subcontractor”** means any third Party engaged by Contractor to aid in performance of the work or the Service.
- 1.20. **“Third Party”** means persons, corporations and entities other than Contractor, Authority or any of their employees, contractors or agents.
- 1.21. **“Third Party Host”** means that the servers where the Contractor’s software resides is at physical location, which is not controlled by the Contractor, sometimes called “managed hosting,” for example, Amazon Web Service.

## 2. **RIGHTS AND LICENSE IN AND TO DATA:**

- 2.1. The Parties agree that as between them, all rights in and to Authority Data shall remain the exclusive property of the Authority, and Contractor has a limited, nonexclusive license to access and use Authority Data as provided in this Agreement solely for the purpose of performing its obligations hereunder.
- 2.2. All End User Data and Authority Data created and/or processed by the Service is and shall remain the property of the Authority and shall in no way become attached to the Service, nor shall Contractor have any rights in or to the Authority Data without the express written permission of the Authority and may not include Protected Information.
- 2.3. This Agreement does not give a Party any rights, implied or otherwise, to the other's data, content, or intellectual property, except as expressly stated in the Agreement.
- 2.4. Authority retains the right to use the Service to access and retrieve data stored on Contractor's Service infrastructure at any time during the term of this Agreement at its sole discretion.

### **3. DATA PRIVACY:**

- 3.1. Contractor will use Authority Data and End User Data only for the purpose of fulfilling its duties under this Agreement and for the Authority's and its End User's sole benefit and will not share Authority Data with or disclose it to any Third Party without the prior written consent of the Authority or as otherwise required by law. By way of illustration and not of limitation, Contractor will not use Authority Data for Contractor's own benefit and, in particular, will not engage in "data mining" of Authority Data or communications, whether through automated or human means, except as specifically and expressly required by law or authorized in writing by the Authority.
- 3.2. Contractor will provide access to Authority Data only to those Contractor employees, contractors and subcontractors ("Contractor Staff") who need to access the Authority Data to fulfill Contractor's obligations under this Agreement. Contractor will ensure that, prior to being granted access to the Authority Data, Contractor Staff who perform work under this Agreement have all undergone and passed criminal background screenings; have successfully completed annual instruction of a nature sufficient to enable them to effectively comply with all data protection provisions of this Agreement; and possess all qualifications appropriate to the nature of the employees' duties and the sensitivity of the Authority Data they will be handling.
- 3.3. If Contractor receives personal identifying information of a Colorado resident under this Agreement, Contractor shall implement and maintain reasonable written security procedures and practices that are appropriate to the nature of the personal identifying information and the nature and size of Contractor's business and its operations. Unless Contractor agrees to provide its own security protections for the information it discloses to a third-Party service provider, Contractor shall require all its third-Party service providers to implement and maintain reasonable written security procedures and

practices that are appropriate to the nature of the personal identifying information disclosed and reasonably designed to help protect the personal identifying information subject to this Agreement from unauthorized access, use, modification, disclosure, or destruction. Contractor and its third-Party service providers that maintain electronic or paper documents that contain personal identifying information under this Agreement shall develop a written policy for the destruction of such records by shredding, erasing, or otherwise modifying the personal identifying information to make it unreadable or indecipherable when the records are no longer needed.

- 3.4. Contractor may provide Authority Data to its agents, employees, assigns, and Subcontractors as necessary to perform the work, but shall restrict access to Confidential Information to those agents, employees, assigns, and subcontractors who require access to perform their obligations under this Agreement. Contractor shall ensure all such agents, employees, assigns, and Subcontractors sign agreements containing nondisclosure provisions at least as protective as those in this Agreement, and that the nondisclosure provisions are in force at all times the agent, employee, assign, or Subcontractor has access to any Confidential Information. Contractor shall provide copies of those signed nondisclosure provisions to the Authority upon execution of the nondisclosure provisions if requested by the Authority.

#### 4. **DATA SECURITY AND INTEGRITY:**

- 4.1. All facilities, whether Contractor hosted or Third Party Hosted, used to store and process Authority Data will implement and maintain administrative, physical, technical, and procedural safeguards and best practices at a level sufficient to provide the requested Service availability and to secure Authority Data from unauthorized access, destruction, use, modification, or disclosure. Such measures include, but not limited to all applicable laws, rules, policies, publications, and guidelines including, without limitation: (i) the most recently promulgated IRS Publication 1075 for all Tax Information, (ii) the most recently updated PCI Data Security Standard from the PCI Security Standards Council for all PCI, (iii) the most recently issued version of the U.S. Department of Justice, Federal Bureau of Investigation, Criminal Justice Information Services Security Policy for all CJ, (iv) the Colorado Consumer Protection Act, (v) the Children's Online Privacy Protection Act (COPPA), (vi) the Family Education Rights and Privacy Act (FERPA), (vii) C.R.S. § 24-72-101 et seq., (viii) the Telecommunications Industry Association (TIA) Telecommunications Infrastructure Standard for Data Centers (TIA-942); (ix) the federal Health Insurance Portability and Accountability Act for all PHI and the HIPAA Business Associate Addendum attached to this Agreement, if applicable. The Contractor shall submit to the Authority, within fifteen (15) days of the Authority's written request, copies of the Contractor's policies and procedures to maintain the confidentiality of protected health information to which the Contractor has access, and if applicable, Contractor shall comply with all HIPAA requirements contained herein or attached as an Exhibit.
- 4.2. Contractor warrants that all Authority Data and End User Data will be encrypted in transmission (including via web interface) and in storage by a mutually agreed upon

National Institute of Standards and Technology (NIST) approved strong encryption method and standard.

- 4.3. Contractor shall at all times use industry-standard and up-to-date security tools, technologies and procedures including, but not limited to anti-virus and anti-malware protections and intrusion detection and reporting in providing Services under this Agreement.
- 4.4. Contractor shall, and shall cause its Subcontractors, to do all of the following:
  - 4.4.1. Provide physical and logical protection for all hardware, software, applications, and data that meets or exceeds industry standards and the requirements of this Agreement.
  - 4.4.2. Maintain network, system, and application security, which includes, but is not limited to, network firewalls, intrusion detection (host and network), annual security testing, and improvements or enhancements consistent with evolving industry standards.
  - 4.4.3. Comply with State and federal rules and regulations related to overall security, privacy, confidentiality, integrity, availability, and auditing.
  - 4.4.4. Provide that security is not compromised by unauthorized access to workspaces, computers, networks, software, databases, or other physical or electronic environments.
  - 4.4.5. Promptly report all Data Incidents, including Data Incidents that do not result in unauthorized disclosure or loss of data integrity.
  - 4.4.6. Upon reasonable prior notice, Contractor shall provide the Authority with scheduled access for the purpose of inspecting and monitoring access and use of Authority Data, maintaining Authority systems, and evaluating physical and logical security control effectiveness.
  - 4.4.7. Contractor shall perform current background checks in a form reasonably acceptable to the Authority on all of its respective employees and agents performing services or having access to Authority Data provided under this Agreement, including any Subcontractors or the employees of Subcontractors. A background check performed within thirty (30) days prior to the date such employee or agent begins performance or obtains access to Authority Data shall be deemed to be current.
  - 4.4.8. Upon request by the Authority, Contractor will provide notice to the Authority IT Department confirming that background checks have been performed. Such notice will inform the Authority of any action taken in response to such background checks, including any decisions not to take action in response to negative information revealed by a background check.

- 4.4.9. If Contractor will have access to Federal Tax Information under the Agreement, Contractor shall comply with the background check requirements defined in IRS Publication 1075 and §24-50-1002, C.R.S.
- 4.5. Contractor shall use, hold, and maintain Confidential and Protected Information in compliance with any and all applicable laws and regulations only in facilities located within the United States, and shall maintain a secure environment that ensures confidentiality of all Confidential and Protected Information.
- 4.6. Prior to the Effective Date of this Agreement, Contractor, will at its expense conduct or have conducted the following, and thereafter, Contractor will at its expense conduct or have conducted the following at least once per year, and immediately after any actual or reasonably suspected Data Incident:
  - 4.6.1. A ISO27001 or other mutually agreed upon audit of Contractor's security policies, procedures and controls;
  - 4.6.2. A quarterly external and internal vulnerability scan of Contractor's systems and facilities, to include public facing websites, that are used in any way to deliver Services under this Agreement. The report must include the vulnerability, age and remediation plan for all issues identified as critical or high;
  - 4.6.3. A formal penetration test, performed by a process and qualified personnel of Contractor's hosting systems and hosting facilities that are used in any way to deliver Services under this Agreement. This test shall happen after commissioning of the Authority system.
- 4.7. Contractor will provide the Authority the reports or other documentation resulting from the above audits, certifications, scans and tests within seven (7) business days of Contractor's receipt of such results.
- 4.8. Based on the results and recommendations of the above audits, certifications, scans and tests, Contractor will remediate all critical and high items within thirty (30) days of identification and/or third-party release. Items marked medium in ninety (90) days and low or no impact in one hundred twenty (120) days.
- 4.9. Authority may require, at its expense, that Contractor perform additional audits and tests, the results of which will be provided to the Authority within seven (7) business days of Contractor's receipt of such results.
- 5. **RESPONSE TO LEGAL ORDERS, DEMANDS OR REQUESTS FOR DATA:**
  - 5.1. Except as otherwise expressly prohibited by law, Contractor will:

- 5.1.1. If required by a court of competent jurisdiction or an administrative body to disclose Authority Data, Contractor will notify the Authority in writing immediately upon receiving notice of such requirement and prior to any such disclosure;
  - 5.1.2. Consult with the Authority regarding its response;
  - 5.1.3. Cooperate with the Authority's reasonable requests in connection with efforts by the Authority to intervene and quash or modify the legal order, demand or request; and
  - 5.1.4. Upon the Authority's request, provide the Authority with a copy of its response.
- 5.2. If the Authority receives a subpoena, warrant, or other legal order, demand or request seeking data maintained by Contractor, the Authority will promptly provide a copy to Contractor. Contractor will supply the Authority with copies of data required for the Authority to respond within forty-eight (48) hours after receipt of copy from the Authority and will cooperate with the Authority's reasonable requests in connection with its response.

## **6. DATA INCIDENT RESPONSE:**

- 6.1. The Contractor shall maintain documented policies and procedures for Data Incident and breach reporting, notification, and mitigation. If the Contractor becomes aware of any Data Incident, it shall notify the Authority immediately and cooperate with the Authority regarding recovery, remediation, and the necessity to involve law enforcement, as determined by the Authority. The Contractor shall cooperate with the Authority to satisfy notification requirements as currently defined in either federal, state, or local law. Unless Contractor can establish that none of Contractor or any of its agents, employees, assigns or subcontractors are the cause or source of the Data Incident, Contractor shall be responsible for the cost of notifying each person who may have been impacted by the Data Incident. After a Data Incident, Contractor shall take steps to reduce the risk of incurring a similar type of Data Incident in the future as directed by the Authority, which may include, but is not limited to, developing and implementing a remediation plan that is approved by the Authority at no additional cost to the Authority.
- 6.2. Contractor shall report, either orally or in writing, to the Authority any Data Incident involving Authority Data, or circumstances that could have resulted in unauthorized access to or disclosure or use of Authority Data, not authorized by this Agreement or in writing by the Authority, including any reasonable belief that an unauthorized individual has accessed Authority Data. Contractor shall make the report to the Authority immediately upon discovery of the unauthorized disclosure, but in no event more than forty-eight (48) hours after Contractor reasonably believes there has been such unauthorized use or disclosure. Oral reports by Contractor regarding Data

Incidents will be reduced to writing and supplied to the Authority as soon as reasonably practicable, but in no event more than forty-eight (48) hours after oral report.

- 6.3. Immediately upon becoming aware of any such Data Incident, Contractor shall fully investigate the circumstances, extent and causes of the Data Incident, and report the results to the Authority and continue to keep the Authority informed daily of the progress of its investigation until the issue has been effectively resolved.
- 6.4. Contractor's report discussed herein shall identify: (i) the nature of the unauthorized use or disclosure, (ii) the data used or disclosed, (iii) who made the unauthorized use or received the unauthorized disclosure (if known), (iv) what Contractor has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure, and (v) what corrective action Contractor has taken or shall take to prevent future similar unauthorized use or disclosure.
- 6.5. Within five (5) calendar days of the date Contractor becomes aware of any such Data Incident, Contractor shall have completed implementation of corrective actions to remedy the Data Incident, restore Authority access to the Services as directed by the Authority, and prevent further similar unauthorized use or disclosure.
- 6.6. Contractor, at its expense, shall cooperate fully with the Authority's investigation of and response to any such Data Incident.
- 6.7. Except as otherwise required by law, Contractor will not disclose or otherwise provide notice of the incident directly to any person, regulatory agencies, or other entities, without prior written permission from the Authority.
- 6.8. Notwithstanding any other provision of this Agreement, and in addition to any other remedies available to Authority under law or equity, Contractor will promptly reimburse the Authority in full for all costs incurred by the Authority in any investigation, remediation or litigation resulting from any such Data Incident, including but not limited to providing notification to Third Parties whose data were compromised and to regulatory bodies, law-enforcement agencies or other entities as required by law or contract; establishing and monitoring call center(s), and credit monitoring and/or identity restoration services to assist each person impacted by a Data Incident in such a fashion that, in the Authority's sole discretion, could lead to identity theft; and the payment of legal fees and expenses, audit costs, fines and penalties, and other fees imposed by regulatory agencies, courts of law, or contracting partners as a result of the Data Incident.

## **7. DATA RETENTION AND DISPOSAL:**

- 7.1. Contractor will retain Data in an End User's account, including attachments, until the End User deletes them or for the time period mutually agreed to by the Parties.
- 7.2. Using appropriate and reliable storage media, Contractor will regularly backup Data

and retain such backup copies consistent with the Authority's data retention policies.

- 7.3. At the Authority's election, Contractor will either securely destroy or transmit to the Authority repository any backup copies of the Authority and/or End User Data. Contractor will supply the Authority a certificate indicating the records disposed of, the date disposed of, and the method of disposition used.
- 7.4. Contractor will retain logs associated with End User activity consistent with the Authority's data retention policies.
- 7.5. Contractor will immediately preserve the state of the data at the time of the request and place a "hold" on data destruction or disposal under its usual records retention policies of records that include data, in response to an oral or written request from the Authority indicating that those records may be relevant to litigation that the Authority reasonably anticipates. Oral requests by the Authority for a hold on record destruction will be reduced to writing and supplied to Contractor for its records as soon as reasonably practicable under the circumstances. The Authority will promptly coordinate with Contractor regarding the preservation and disposition of these records. Contractor shall continue to preserve the records until further notice by the Authority.

**8. DATA TRANSFER UPON TERMINATION OR EXPIRATION:**

- 8.1. Upon expiration or earlier termination of this Agreement or any Services provided in this Agreement, Contractor shall accomplish a complete transition of the Services from Contractor to the Authority or any replacement provider designated solely by the Authority without any interruption of or adverse impact on the Services or any other services provided by third Parties in this Agreement. Contractor shall cooperate fully with the Authority or such replacement provider and promptly take all steps required to assist in effecting a complete transition of the Services designated by the Authority. All services related to such transition shall be performed at no additional cost beyond what would be paid for the Services in this Agreement.
- 8.2. In the event of termination of any services or agreement in entirety, the Contractor shall not take any action to intentionally erase any Authority Data for a period of sixty (60) days after the effective date of termination. After such period, the Contractor shall have no obligation to maintain or provide any Authority Data. After the sixty (60) day period, unless otherwise agreed upon by Contractor and Authority in writing, Contractor will securely dispose all Authority Data in its systems or otherwise in its possession or under its control.
- 8.3. During any period of service suspension, the Contractor shall not take any action to intentionally erase any Authority Data.

**9. COMPLIANCE WITH APPLICABLE LAWS AND AUTHORITY POLICIES:**

Contractor will comply with all applicable laws, codes, rules and regulations in performing the Services under this Agreement. Any Contractor personnel visiting the Authority's facilities will comply with all applicable Authority policies regarding access to, use of, and conduct within such facilities. The Authority will provide copies of such policies to Contractor upon request.

10. **WARRANTIES, REPRESENTATIONS AND COVENANTS:** Contractor represents and warrants that:
  - 10.1. The Service will conform to applicable specifications, and operate and produce results substantially in accordance with the Documentation and the Exhibits attached hereto, and will be free from deficiencies and defects in materials, workmanship, design and/or performance during the Term of this Agreement.
  - 10.2. All technology related services will be performed by qualified personnel in a professional and workmanlike manner, consistent with industry standards.
  - 10.3. Contractor has the requisite ownership, rights and licenses to perform its obligations under this Agreement fully as contemplated hereby and to grant to the Authority all rights with respect to the software and Services free and clear from all liens, adverse claims, encumbrances and interests of any Third Party.
  - 10.4. There are no pending or threatened lawsuits, claims, disputes or actions: (i) alleging that any software or service infringes, violates or misappropriates any Third Party rights; or (ii) adversely affecting any software, service or supplier's ability to perform its obligations hereunder.
  - 10.5. The Service will not violate, infringe, or misappropriate any patent, copyright, trademark, trade secret, or other intellectual property or proprietary right of any Third Party.
  - 10.6. The software and Service will contain no malicious or disabling code that is intended to damage, destroy or destructively alter software, hardware, systems or data. Contractor shall be responsible for the completeness and accuracy of the Services, including all supporting data or other documents prepared or compiled in performance of the Services, and shall correct, at its sole expense, all significant errors and omissions therein. The fact that the Authority has accepted or approved the Services shall not relieve Contractor of any of its responsibilities. If Contractor is unable to correct any breach in the Services warranty by the date which is sixty (60) calendar days after the Authority provides notice of such breach, the Authority may, in its sole discretion, either extend the time for Contractor to cure the breach or terminate this Agreement and receive a full refund of all amounts paid to Contractor under this Agreement.
  - 10.7. Disabling Code Warranty. Contractor represents, warrants and agrees that the Services do not contain and the Authority will not receive from Contractor any virus, worm, trap door, back door, timer, clock, counter or other limiting routine, instruction or design,

or other malicious, illicit or similar unrequested code, including surveillance software or routines which may, or is designed to, permit access by any person, or on its own, to erase, or otherwise harm or modify any Authority system or Data (a "Disabling Code"). In the event a Disabling Code is identified, Contractor shall take all steps necessary, at no additional cost to the Authority, to: (a) restore and/or reconstruct any and all Data lost by the Authority as a result of Disabling Code; (b) furnish to the Authority a corrected version of the Services without the presence of Disabling Codes; and, (c) as needed, re-implement the Services at no additional cost to the Authority. This warranty shall remain in full force and effect as long as this Agreement remains in effect.

- 10.8. Third Party Warranties and Indemnities. Contractor will assign to the Authority all Third Party warranties and indemnities that Contractor receives in connection with any products provided to the Authority. To the extent that Contractor is not permitted to assign any warranties or indemnities through to the Authority, Contractor agrees to specifically identify and enforce those warranties and indemnities on behalf of the Authority to the extent Contractor is permitted to do so under the terms of the applicable Third Party agreements.
- 10.9. THE WARRANTIES SET FORTH ABOVE ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, WITH REGARD TO THE SERVICES PURSUANT TO THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY.

## 11. CONFIDENTIALITY:

- 11.1. Contractor shall keep confidential, and cause all Subcontractors to keep confidential, all Authority Data, unless the Authority Data are publicly available. Contractor shall not, without prior written approval of the Authority, use, publish, copy, disclose to any third Party, or permit the use by any third Party of any Authority Data, except as otherwise stated in this Agreement, permitted by law, or approved in writing by the Authority. Contractor shall provide for the security of all Confidential Information in accordance with all applicable laws, rules, policies, publications, and guidelines. If Contractor or any of its Subcontractors will or may receive the following types of data, Contractor or its Subcontractors shall provide for the security of such data according to the following: (i) the most recently promulgated IRS Publication 1075 for all Tax Information and in accordance with the Safeguarding Requirements for Federal Tax Information, attached to this Contract as an Exhibit if applicable; (ii) the most recently updated PCI Data Security Standard from the PCI Security Standards Council for all PCI; (iii) the most recently issued version of the U.S. Department of Justice, Federal Bureau of Investigation, Criminal Justice Information Services Security Policy for all CJI; and (iv) the federal Health Insurance Portability and Accountability Act for all PHI and in accordance with the HIPAA Business Associate Agreement attached to this Agreement as an Exhibit if applicable.
- 11.2. The Contractor agrees to exercise the same degree of care and protection with respect to the Confidential Information that it exercises with respect to its own similar

Confidential Information and not to directly or indirectly provide, disclose, copy, distribute, republish or otherwise allow any Third Party to have access to any Confidential Information without prior written permission from the disclosing Party. However: (a) either Party may disclose Confidential Information to its employees and authorized agents who have a need to know; (b) either Party may disclose Confidential Information if so required to perform any obligations under this Agreement; and (c) either Party may disclose Confidential Information if so required by law (including court order or subpoena). Nothing in this Agreement shall in any way limit the ability of Authority to comply with any laws or legal process concerning disclosures by public entities. Contractor acknowledges that any responses, materials, correspondence, documents or other information provided to the Authority are subject to applicable state and federal law, including CORA, and that the release of Confidential Information in compliance with those acts or any other law will not constitute a breach or threatened breach of this Agreement.

11.3. Contractor will inform its employees and officers of the obligations under this Agreement, and all requirements and obligations of the Receiving Party under this Agreement shall survive the expiration or earlier termination of this Agreement. Contractor shall not disclose Authority Data or Confidential Information to subcontractors unless such subcontractors are bound by non-disclosure and confidentiality provisions at least as strict as those contained in this Agreement.

12. **COLORADO OPEN RECORDS ACT:** The Parties understand that all the material provided or produced under this Agreement, including items marked Proprietary or Confidential, may be subject to the Colorado Open Records Act., C.R.S. § 24-72-201, et seq. In the event of a request to the Authority for disclosure of such information, the Authority shall advise Contractor of such request in order to give Contractor the opportunity to object to the disclosure of any of its documents which it marked as proprietary or confidential material. In the event of the filing of a lawsuit to compel such disclosure, the Authority will tender all such material to the court for judicial determination of the issue of disclosure and Contractor agrees to intervene in such lawsuit to protect and assert its claims of privilege against disclosure of such material or waive the same. Contractor further agrees to defend, indemnify and save and hold harmless the Authority, its officers, agents and employees, from any claim, damages, expense, loss or costs arising out of Contractor's intervention to protect and assert its claim of privilege against disclosure under this Article including but not limited to, prompt reimbursement to the Authority of all reasonable attorney fees, costs and damages that the Authority may incur directly or may be ordered to pay by such court.

13. **SUPPORT AND SERVICES TO BE PERFORMED:**

13.1. Contractor, under the general direction of, and in coordination with, the Authority's Information Technology Department or other designated supervisory personnel (the "Manager") agrees to provide the Services listed on Exhibit A and Exhibit B and perform the technology related services described on attached Exhibit A (the "Clever Devices Proposal") and Exhibit B (the "Scope of Work" or "SOW").

- 13.2. As the Manager directs, the Contractor shall diligently undertake, perform, and complete all of the technology related services and produce all the deliverables set forth on Exhibit A and Exhibit B to the Authority's satisfaction.
- 13.3. By signing below, Contractor represents that it has the expertise and personnel necessary to properly and timely perform the technology related services and the Services required by this Agreement.
- 13.4. The Contractor shall faithfully perform the technology related services in accordance with the standards of care, skill, training, diligence, and judgment provided by highly competent individuals performing services of a similar nature to those described in the Agreement and in accordance with the terms of the Agreement.
- 13.5. User ID Credentials. User ID credentials will be managed by EVTA. EVTA will provide Clever Devices access to the authentication services. Internal corporate or customer (tenant) user account credentials shall be restricted as per the following, ensuring appropriate identity, entitlement, and access management and in accordance with established policies and procedures:
  - 13.5.1. Identity trust verification and service-to-service application (API) and information processing interoperability (e.g., SSO and Federation)
  - 13.5.2. Account credential lifecycle management from instantiation through revocation
  - 13.5.3. Account credential and/or identity store minimization or re-use when feasible
  - 13.5.4. Adherence to industry acceptable and/or regulatory compliant authentication, authorization, and accounting (AAA) rules (e.g., strong/multi-factor, expire able, non-shared authentication secrets)
- 13.6. Vendor Supported Releases. The Contractor shall maintain the currency all Third-Party software used in the development and execution or use of the software including, but not limited to: all code libraries, frameworks, components, and other products (e.g., Java JRE, code signing certificates, .NET, jQuery plugins, etc.), whether commercial, free, open-source, or closed-source; with Third-Party vendor approved and supported releases.

14. **GRANT OF LICENSE; RESTRICTIONS:**

- 14.1. Contractor hereby grants to the Authority a right and license to: (a) display, perform, and use the Service; and (b) use all intellectual property rights necessary to use the Service as authorized in subparagraph (a).
- 14.2. Title to and ownership of the Service will remain with Contractor. The Authority will

not reverse engineer or reverse compile any part of the Service. The Authority will not remove, obscure or deface any proprietary notice or legend contained in the Service or Documentation without Contractor's prior written consent.

15. **DELIVERY AND ACCEPTANCE:**

15.1. During the implementation of the Service, the Authority may test and evaluate the Service to ensure that the Service conforms, in the Authority's reasonable judgment, to the specifications outlined in the SOW or the Documentation. If at any time the Service does not conform to said specifications, the Authority will notify Contractor in writing within sixty (60) days. Contractor will, at its expense, repair or replace the nonconforming Service within fifteen (15) days after receipt of the Authority's notice of deficiency. The foregoing procedure will be repeated until the Authority accepts or finally rejects the Service, in whole or part, in its sole discretion. In the event that the Service does not perform to the Authority's satisfaction, the Authority reserves the right to repudiate acceptance and terminate this Agreement in its sole discretion. In the event that the Authority finally rejects the Service, or repudiates acceptance of it and terminates this Agreement, Contractor will refund to the Authority all fees paid, if any, by the Authority with respect to the Service.

15.2. If the Authority is not satisfied with the Contractor's performance of the technology related services described in the SOW, the Authority will so notify Contractor within thirty (30) days after Contractor's performance thereof. Contractor will, at its own expense, re-perform the service within fifteen (15) days after receipt of the Authority's notice of deficiency. The foregoing procedure will be repeated until the Authority accepts or finally rejects the technology-related service in its sole discretion. In the event that the Authority finally rejects any technology related service, Contractor will refund to the Authority all fees paid by the Authority with respect to such technology related service.

16. **TERM:**

The Hosted Services described in this Exhibit A shall commence on the Effective Date of the Master Agreement and shall continue for the same duration as the Term of the Master Agreement unless earlier terminated in accordance with the Master Agreement.

17. **COMPENSATION AND PAYMENT:**

17.1 Governing Pricing

Effective January 1, 2027, compensation for all Hosted Services and related support provided under this Exhibit A shall be governed exclusively by the Master ITS Services Agreement and the approved five (5) year pricing schedule incorporated therein.

All prior implementation fees, milestone payments, build-phase compensation, initial term fees, renewal term fees, escalation provisions, and maximum payment obligation amounts previously contained in this Exhibit are hereby deleted and superseded.

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17.2 Completion of Prior Implementation

The Parties acknowledge that all implementation services, build activities, deliverables, and

milestone payments under the prior hosted agreement have been completed and accepted. No further milestone-based or project-based payments shall apply under this Exhibit.

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### 17.3 2026 Hosting Continuity

Upon execution of the Master ITS Services Agreement, this Exhibit A shall amend and restate the prior hosted services agreement between the Parties, and such prior agreement shall be deemed terminated and replaced in its entirety.

Notwithstanding such termination and replacement, Hosted Services provided during calendar year 2026 shall be billed at the Authority's previously approved 2026 annual hosting rate.

Effective January 1, 2027, Hosted Services shall be billed in accordance with the pricing schedule set forth in the Master ITS Services Agreement for the 2027–2031 term.

Contractor shall not impose any transition, reinstatement, re-implementation, migration, administrative, or similar fees as a result of (i) replacement of the prior agreement, or (ii) transition to the 2027–2031 pricing term. Hosted Services shall continue without interruption.

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### 17.4 Invoicing - Unless otherwise specified in the Master Agreement:

17.4.1 Hosting and support services shall be invoiced quarterly in advance.

17.4.2 Invoices shall be issued approximately thirty (30) days prior to the beginning of each service quarter.

17.4.3 Payment shall be due within thirty (30) days of receipt of a proper invoice.

Invoices shall reference the applicable Master Agreement and clearly identify the service period covered.

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### 17.5 Maximum Payment Obligation

The Authority's payment obligations for Hosted Services shall be limited to the amounts appropriated and set forth in the Master Agreement pricing schedule.

No additional services, upgrades, enhancements, or work shall be compensable unless authorized in writing by the Authority in accordance with the Master Agreement.

Any prior Maximum Payment Obligation amounts stated in this Exhibit are deleted and replaced by the Master Agreement amounts.

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### 17.6 Appropriation

Notwithstanding anything to the contrary, the Authority's payment obligations remain subject to annual appropriation in accordance with the Local Government Budget Law (C.R.S. § 29-1-101 et seq.) and TABOR (Colorado Constitution, Article X, Section 20), as stated in the Master Agreement.

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### 17.7 Reimbursement of Improper Payments

If the Authority reasonably determines that any payment was made for Services not performed in accordance with this Agreement or the Master Agreement, Contractor shall promptly refund such amounts upon written notice.

Upon expiration or termination, any prepaid but unearned fees shall be refunded on a prorated basis.

18. **STATUS OF CONTRACTOR:** This Agreement constitutes an agreement for performance of the Services by Contractor as an independent contractor and not as an employee of the Authority. Nothing contained in this Agreement shall be deemed to create a relationship of employer-employee, master-servant, partnership, joint venture or any other relationship between the Authority and Contractor except that of independent contractor. Contractor shall have no authority to bind the Authority.

19. **TERMINATION:**

19.1. The Authority may terminate this Agreement, in whole or in part, at any time and for any reason, with or without cause, and without penalty therefor with sixty (60) calendar days' prior written notice to the Contractor.

19.2. Notwithstanding the preceding Paragraph, the Authority may terminate the Agreement if the Contractor or any of its officers or employees are convicted, plead nolo contendere, enter into a formal agreement in which they admit guilt, enter a plea of guilty or otherwise admit culpability to criminal offenses of bribery, kickbacks, collusive bidding, bid-rigging, antitrust, fraud, undue influence, theft, racketeering, extortion or any offense of a similar nature in connection with Contractor's business. Termination for the reasons stated in this Paragraph is effective upon receipt of notice.

19.3. Upon termination of the Agreement, with or without cause, the Contractor shall have no claim against the Authority by reason of, or arising out of, incidental or relating to termination, except for compensation for work duly requested and satisfactorily performed as described in the Agreement and shall refund to the Authority any prepaid cost or expenses.

20. **WHEN RIGHTS AND REMEDIES NOT WAIVED:** In no event shall any action by either Party hereunder constitute or be construed to be a waiver by the other Party of any breach of covenant or default which may then exist on the part of the Party alleged to be in breach, and the non-breaching Party's action or inaction when any such breach or default shall exist shall not impair or prejudice any right or remedy available to that Party with respect to such breach or default; and no assent, expressed or implied, to any breach of any one or more covenants, provisions or conditions of the Agreement shall be deemed or taken to be a waiver of any other breach.

21. **INSURANCE:**

21.1. **General Conditions:** Contractor agrees to secure, at or before the time of execution of this Agreement, the following insurance covering all operations, goods or services provided pursuant to this Agreement. Contractor shall keep the required insurance coverage in force at all times during the term of the Agreement, or any extension thereof, during any warranty period, and for three (3) years after termination of the Agreement. The required insurance shall be underwritten by an insurer licensed or authorized to do business in Colorado and rated by A.M. Best Company as "A-VIII" or better. Each policy shall contain a valid provision or endorsement requiring

notification to the Authority in the event any of the required policies is canceled or non-renewed before the expiration date thereof. Such written notice shall be sent to the Parties identified in the Notices Paragraph of this Agreement. Such notice shall reference the Authority contract number listed on the signature page of this Agreement. Said notice shall be sent thirty (30) days prior to such cancellation or non-renewal unless due to non-payment of premiums for which notice shall be sent ten (10) days prior. If such written notice is unavailable from the insurer, Contractor shall provide written notice of cancellation, non-renewal and any reduction in coverage to the Parties identified in the Notices Paragraph by certified mail, return receipt requested within three (3) business days of such notice by its insurer(s) and referencing the Authority's contract number. If any policy is in excess of a deductible or self-insured retention, the Authority must be notified by the Contractor. Contractor shall be responsible for the payment of any deductible or self-insured retention. The insurance coverages specified in this Agreement are the minimum requirements, and these requirements do not lessen or limit the liability of the Contractor. The Contractor shall maintain, at its own expense, any additional kinds or amounts of insurance that it may deem necessary to cover its obligations and liabilities under this Agreement.

- 21.2. Proof of Insurance: Contractor shall provide a copy of this Agreement to its insurance agent or broker. Contractor may not commence services or work relating to the Agreement prior to placement of coverages required under this Agreement. Contractor certifies that the certificate of insurance attached as Exhibit C, preferably an ACORD certificate, complies with all insurance requirements of this Agreement. The Authority's acceptance of a certificate of insurance or other proof of insurance that does not comply with all insurance requirements set forth in this Agreement shall not act as a waiver of Contractor's breach of this Agreement or of any of the Authority's rights or remedies under this Agreement.
- 21.3. Additional Insureds: For Commercial General Liability, Auto Liability and Excess Liability/Umbrella (if required), Contractor and subcontractor's insurer(s) shall include the Authority, its elected and appointed officials, employees and volunteers as additional insured.
- 21.4. Waiver of Subrogation: Contractor's insurance coverage shall be primary and non-contributory with respect to all other available sources. Contractor's policy shall contain a waiver of subrogation, specifying that the Contractor's insurance company shall have no right of subrogation against the Authority.
- 21.5. Subcontractors and Subconsultants: All subcontractors and subconsultants (including independent contractors, suppliers or other entities providing goods or services required by this Agreement) shall be subject to all of the requirements herein and shall procure and maintain the same coverages required of the Contractor. Contractor shall include all such subcontractors as additional insured under its policies (with the exception of Workers' Compensation) or shall ensure that all such subcontractors and subconsultants maintain the required coverages. Contractor agrees to provide proof of insurance for all such subcontractors and subconsultants upon request by the Authority.

- 21.6. Workers' Compensation/Employer's Liability Insurance: Contractor shall maintain the coverage as required by statute for each work location and shall maintain Employer's Liability insurance with limits of \$100,000 per occurrence for each bodily injury claim, \$100,000 per occurrence for each bodily injury caused by disease claim, and \$500,000 aggregate for all bodily injuries caused by disease claims. Contractor expressly represents to the Authority, as a material representation upon which the Authority is relying in entering into this Agreement, that none of the Contractor's officers or employees who may be eligible under any statute or law to reject Workers' Compensation Insurance shall effect such rejection during any part of the term of this Agreement, and that any such rejections previously affected, have been revoked as of the date Contractor executes this Agreement.
- 21.7. Commercial General Liability: Contractor shall maintain a Commercial General Liability insurance policy with limits of \$1,000,000 for each occurrence, \$1,000,000 for each personal and advertising injury claim, \$2,000,000 products and completed operations aggregate, and \$2,000,000 policy aggregate.
- 21.8. Business Automobile Liability: Contractor shall maintain Business Automobile Liability with limits of \$1,000,000 combined single limit applicable to all owned, hired and non-owned vehicles used in performing services under this Agreement.
- 21.9. Technology Errors & Omissions: Contractor shall maintain Technology Errors and Omissions insurance including cyber liability, network security, privacy liability and product failure coverage with limits of \$3,000,000 per occurrence and \$3,000,000 policy aggregate.
- 21.10. Additional Provisions:
- 21.10.1. For Commercial General Liability, the policy must provide the following:
- 21.10.1.1. That this Agreement is an Insured contract under the policy;
- 21.10.1.2. Defense costs are outside the limits of liability;
- 21.10.1.3. A severability of interests or separation of insureds provision (no insured vs. insured exclusion); and
- 21.10.1.4. A provision that coverage is primary and non-contributory with other coverage or self-insurance maintained by the Authority.
- 21.10.2. For claims-made coverage:
- 21.10.2.1. The retroactive date must be on or before the Agreement date or the first date when any goods or services were provided to the Authority, whichever is earlier.

- 21.10.2.2. Contractor shall advise the Authority in the event any general aggregate or other aggregate limits are reduced below the required per occurrence limits. At their own expense, and where such general aggregate or other aggregate limits have been reduced below the required per occurrence limit, the Contractor will procure such per occurrence limits and furnish a new certificate of insurance showing such coverage is in force.
- 21.10.3. Contractor is not entitled to workers' compensation benefits except as provided by the Contractor, nor to unemployment insurance benefits unless unemployment compensation coverage is provided by Contractor or some other entity. The Contractor is obligated to pay all federal and state income tax on any moneys paid pursuant to this Agreement.
- 21.10.4. If Contractor fails to secure and maintain the insurance required by this Agreement and provide satisfactory evidence thereof to the Authority, the Authority shall be entitled to immediately terminate this Agreement.
- 21.10.5. The insurance provisions of this Agreement shall survive expiration or termination hereof.

**22. DEFENSE AND INDEMNIFICATION:**

- 22.1. Contractor hereby agrees to defend, indemnify, reimburse and hold harmless the Authority, and any of its appointed and elected officials, agents and employees ("Indemnified Parties") for, from and against all liabilities, claims, judgments, suits or demands for damages to persons or property arising out of, resulting from, or relating to the Services or work performed under this Agreement or are based on any performance or nonperformance by Contractor or any of its subcontractors hereunder ("Claims"). This indemnity shall be interpreted in the broadest possible manner to indemnify the Authority for any acts or omissions of Contractor or its subcontractors either passive or active, irrespective of fault, including the Authority's concurrent negligence whether active or passive, except for the sole negligence or willful misconduct of the Authority. This indemnification shall not apply to claims by any Third Party against the Authority to the extent that Authority is liable to such Third Party for such claims without regard to the involvement of the Contractor.
- 22.2. Contractor's duty to defend and indemnify the Authority shall arise at the time written notice of the Claim is first provided to the Authority regardless of whether claimant has filed suit on the Claim. Contractor's duty to defend and indemnify the Authority shall arise even if the Authority is the only Party sued by claimant and/or claimant alleges that the Authority's negligence or willful misconduct was the sole cause of claimant's damages.
- 22.3. Contractor will defend any and all Claims which may be brought or threatened against

the Authority and will pay on behalf of the Authority any expenses incurred by reason of such Claims including, but not limited to, court costs and attorney fees incurred in defending and investigating such Claims or seeking to enforce this indemnity obligation. Such payments on behalf of the Authority shall be in addition to any other legal remedies available to the Authority and shall not be considered the Authority's exclusive remedy.

- 22.4. Insurance coverage requirements specified in this Agreement shall in no way lessen or limit the liability of the Contractor under the terms of this indemnification obligation. The Contractor shall obtain, at its own expense, any additional insurance that it deems necessary for the Authority's protection.
- 22.5. Contractor shall indemnify, save, and hold harmless the Indemnified Parties, against any and all costs, expenses, claims, damages, liabilities, and other amounts (including attorneys' fees and costs) incurred by the Indemnified Parties in relation to any claim that any Deliverable, Service, software, or work product provided by Contractor under this Agreement (collectively, "IP Deliverables"), or the use thereof, infringes a patent, copyright, trademark, trade secret, or any other intellectual property right.
- 22.6. This defense and indemnification obligation shall survive the expiration or termination of this Agreement.
23. **COLORADO GOVERNMENTAL IMMUNITY ACT:** The Parties hereto understand and agree that the Authority is relying upon, and has not waived, the monetary limitations and all other rights, immunities and protection provided by the Colorado Governmental Act, C.R.S. § 24-10-101, et seq.
24. **TAXES, CHARGES AND PENALTIES:** The Authority shall not be liable for the payment of taxes, late charges or penalties of any nature other than the compensation stated herein.
25. **ASSIGNMENT; SUBCONTRACTING:** The Contractor shall not voluntarily or involuntarily assign any of its rights or obligations, or subcontract performance obligations, under this Agreement without obtaining the Authority's prior written consent. Any assignment or subcontracting without such consent will be ineffective and void and shall be cause for termination of this Agreement by the Authority. The Authority has sole and absolute discretion whether to consent to any assignment or subcontracting, or to terminate the Agreement because of unauthorized assignment or subcontracting. In the event of any subcontracting or unauthorized assignment: (i) the Contractor shall remain responsible to the Authority; and (ii) no contractual relationship shall be created between the Authority and any sub-consultant, subcontractor or assign.
26. **NO THIRD-PARTY BENEFICIARY:** Enforcement of the terms of the Agreement and all rights of action relating to enforcement are strictly reserved to the Parties. Nothing contained in the Agreement gives or allows any claim or right of action to any third person or entity. Any person or entity other than the Authority or the Contractor receiving services or benefits pursuant to the Agreement is an incidental beneficiary only.

27. **NO AUTHORITY TO BIND AUTHORITY TO CONTRACTS:** The Contractor lacks any authority to bind the Authority on any contractual matters.
28. **SEVERABILITY:** Except for the provisions of the Agreement requiring appropriation of funds and limiting the total amount payable by the Authority, if a court of competent jurisdiction finds any provision of the Agreement or any portion of it to be invalid, illegal, or unenforceable, the validity of the remaining portions or provisions will not be affected, if the intent of the Parties can be fulfilled.
29. **CONFLICT OF INTEREST:**
- 29.1. The signatories to this Agreement aver to their knowledge, no employee of the Authority has any personal or beneficial interest whatsoever in the Services or Property described in this Agreement. The Contractor has no beneficial interest, direct or indirect, that would conflict in any manner or degree with the performance of the Services and Contractor shall not employ any person having such known interests.
- 29.2. The Contractor shall not engage in any transaction, activity or conduct that would result in a conflict of interest under the Agreement. The Contractor represents that it has disclosed any and all current or potential conflicts of interest. A conflict of interest shall include transactions, activities or conduct that would affect the judgment, actions or work of the Contractor by placing the Contractor's own interests, or the interests of any Party with whom the Contractor has a contractual arrangement, in conflict with those of the Authority. The Authority, in its sole discretion, will determine the existence of a conflict of interest and may terminate the Agreement in the event it determines a conflict exists, after it has given the Contractor written notice describing the conflict.
34. **GOVERNING LAW; VENUE:** Any and all claims, disputes or controversies related to this Agreement, or breach thereof, shall be litigated in the State of Colorado District Court for Eagle County, which shall be the sole and exclusive forum for such litigation. This Agreement shall be construed and interpreted under and shall be governed by the laws of the State of Colorado.
35. **NO DISCRIMINATION IN EMPLOYMENT:** In connection with the performance of work under this contract, the Contractor may not refuse to hire, discharge, promote or demote, or discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, gender, age, military status, sexual orientation, gender identity or gender expression, marital status, or physical or mental disability. The Contractor shall insert the foregoing provision in all subcontracts.
36. **LEGAL AUTHORITY:** Contractor represents and warrants that it possesses the legal authority, pursuant to any proper, appropriate and official motion, resolution or action passed or taken, to enter into the Agreement. Each person signing and executing the

Agreement on behalf of Contractor represents and warrants that he has been fully authorized by Contractor to execute the Agreement on behalf of Contractor and to validly and legally bind Contractor to all the terms, performances and provisions of the Agreement. The Authority shall have the right, in its sole discretion, to either temporarily suspend or permanently terminate the Agreement if there is a dispute as to the legal authority of either Contractor or the person signing the Agreement to enter into the Agreement.

37. **NO CONSTRUCTION AGAINST DRAFTING PARTY:** The Parties and their respective counsel have had the opportunity to review the Agreement, and the Agreement will not be construed against any Party merely because any provisions of the Agreement were prepared by a particular Party.
38. **SURVIVAL OF CERTAIN PROVISIONS:** The terms of the Agreement and any exhibits and attachments that by reasonable implication contemplate continued performance, rights, or compliance beyond expiration or termination of the Agreement survive the Agreement and will continue to be enforceable. Without limiting the generality of this provision, the Contractor's obligations to provide insurance and to indemnify the Authority will survive for a period equal to any and all relevant statutes of limitation, plus the time necessary to fully resolve any claims, matters, or actions begun within that period.
39. **INUREMENT:** The rights and obligations of the Parties herein set forth shall inure to the benefit of and be binding upon the Parties hereto and their respective successors and assigns permitted under this Agreement.
40. **TIME IS OF THE ESSENCE:** The Parties agree that in the performance of the terms, conditions, and requirements of this Agreement, time is of the essence.
41. **FORCE MAJEURE:** Neither Party shall be responsible for failure to fulfill its obligations hereunder or liable for damages resulting from delay in performance as a result of war, fire, strike, riot or insurrection, natural disaster, unreasonable delay of carriers, governmental order or regulation, complete or partial shutdown of plant, unreasonable unavailability of equipment or software from suppliers, default of a subcontractor or vendor (if such default arises out of causes beyond their reasonable control), the actions or omissions of the other Party or its officers, directors, employees, agents, Contractors or elected officials and/or other substantially similar occurrences beyond the Party's reasonable control ("Excusable Delay") herein. In the event of any such Excusable Delay, time for performance shall be extended for a period of time as may be reasonably necessary to compensate for such delay.
42. **PARAGRAPH HEADINGS:** The captions and headings set forth herein are for convenience of reference only and shall not be construed so as to define or limit the terms and provisions hereof.
43. **AUTHORITY EXECUTION OF AGREEMENT:** This Agreement is expressly subject to and shall not be or become effective or binding on the Authority until it has been fully executed by all signatories of the Authority.

44. **COUNTERPARTS OF THIS AGREEMENT:** This Agreement may be executed in counterparts, each of which shall be deemed to be an original of this Agreement.
45. **ELECTRONIC SIGNATURES AND ELECTRONIC RECORDS:** Contractor consents to the use of electronic signatures by the Authority. The Agreement, and any other documents requiring a signature hereunder, may be signed electronically by the Authority in the manner specified by the Authority. The Parties agree not to deny the legal effect or enforceability of the Agreement solely because it is in electronic form or because an electronic record was used in its formation. The Parties agree not to object to the admissibility of the Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.
46. **ADVERTISING AND PUBLIC DISCLOSURE:** The Contractor shall not include any reference to the Agreement or to services performed pursuant to the Agreement in any of the Contractor's advertising or public relations materials without first obtaining the written approval of the Manager. Any oral presentation or written materials related to services performed under the Agreement will be limited to services that have been accepted by the Authority. The Contractor shall notify the Manager in advance of the date and time of any presentation. Nothing in this provision precludes the transmittal of any information to Authority officials.
47. **COMPLIANCE FOR IN-SCOPE SERVICES:** The Contractor covenants and agrees to comply with all information security and privacy obligations imposed by any federal, state, or local statute or regulation, or by any industry standards or guidelines, as applicable based on the classification of the data relevant to Contractor's performance under the Contract. Such obligations may arise from:
- 47.1 Health Information Portability and Accountability Act (HIPAA)
  - 47.2 IRS Publication 1075
  - 47.3 Payment Card Industry Data Security Standard (PCI-DSS)
  - 47.4 FBI Criminal Justice Information Service Security Addendum
  - 47.5 CMS Minimum Acceptable Risk Standards for Exchanges and further covenants and agrees to maintain compliance with the same when appropriate for the Data and Services provided under the Agreement. Contractor further agrees to exercise reasonable due diligence to ensure that all of its service providers, agents, business partners, contractors, subcontractors and any person or entity that may have access to Data under this Agreement maintain compliance with and comply in full with the terms and conditions set out in this Paragraph. Notwithstanding Force Majeure, the respective processing, handling, and security standards and guidelines referenced by this Paragraph may be revised or changed from time to time or Data

may be utilized within the Services that change the compliance requirements. In the event that compliance requirements change, the Contractor and the Authority shall collaborate in good faith and use all reasonable efforts to become or remain compliant as necessary under this Paragraph. In the event that compliance is required or statutory and no reasonable efforts are available, the Authority at its discretion may terminate the agreement for cause.

48. **ON-LINE AGREEMENT DISCLAIMER:** Notwithstanding anything to the contrary herein, the Authority shall not be subject to any provision included in any terms, conditions, or agreements appearing on Contractor's or a Subcontractor's website or any provision incorporated into any click-through or online agreements related to the work unless that provision is specifically referenced in this Agreement.
49. **PROHIBITED TERMS:** Any term included in this Agreement that requires the Authority to indemnify or hold Contractor harmless; requires the Authority to agree to binding arbitration; limits Contractor's liability for damages resulting from death, bodily injury, or damage to tangible property; or that conflicts with this provision in any way shall be void ab initio. Nothing in this Agreement shall be construed as a waiver of any provision of C.R.S. § 24-106-109.
50. **ON-CALL SERVICES:** In the event that the Agreement or the SOW contains hourly or daily rates the Contractor and the Manager may enter into Work Orders for ongoing services. The Authority shall authorize specific assignments for the Contractor by placing a written service order signed by the Manager and the Contractor (the "Order") describing in sufficient details the services and/or deliverables at the rates provided. The Contractor agrees that during the term of this Agreement it shall fully coordinate its provision of the services with any person or firm under contract with the Authority doing work or providing services which affect the Contractor's services. The Contractor shall faithfully perform the work in accordance with the standards of care, skill, training, diligence and judgment provided by highly competent individuals and entities that perform services of a similar nature to those described in this Agreement. Contractor represents and warrants that all services will be performed by qualified personnel in a professional and workmanlike manner, consistent with industry standards; all services will conform to applicable specifications and as attached to the Order, if any; and, it has the requisite ownership, rights and licenses to perform its obligations under this Agreement fully as contemplated hereby and to grant to the Authority all rights with respect to any software and services free and clear from any and all liens, adverse claims, encumbrances and interests of any third Party.
51. **RECORDS:** Contractor shall maintain for a minimum of three years, adequate financial and other records for reporting to the Authority. Contractor shall be subject to financial audit by federal, state or Authority auditors or their designees. Contractor authorizes such audits and inspections of records during normal business hours, upon 48 hours' notice to Contractor. Contractor shall fully cooperate during such audit or inspections.
52. The Contractor, if a natural person eighteen (18) years of age or older, hereby swears and affirms under penalty of perjury that he or she (i) is a citizen or otherwise lawfully present

in the United States pursuant to federal law, (ii) to the extent applicable shall comply with C.R.S. § 24-76.5-103 prior to the effective date of this Agreement.

53. **TERMINATION OF PRIOR AGREEMENTS.** The Parties agree that upon execution of this Agreement, any and all prior Agreements for Professional Services between Contractor and Core Transit are hereby terminated and superseded in their entirety by this Agreement.



**EXHIBIT B**  
**SCOPE OF WORK**



PROPOSAL  
To  
EAGLE VALLEY  
TRANSIT AUTHORITY (EVTA)  
FOR  
HOSTED ENVIRONMENT

MAY 10, 2024



300 Crossways Park Drive  
Woodbury, New York 11797



516-433-6100



[www.cleverdevices.com](http://www.cleverdevices.com)

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## 1 HOSTING SOLUTION

The proposed solution would provide the Eagle Valley Transit Authority (EVTA) with a cloud hosting environment to support their ITS central server environment. Our solution offers EVTA a worry-free central software solution, with Clever Devices responsible for all resources and performance for the duration of the contract. EVTA won't have to worry about availability, bandwidth, scalability, or changing fees. Our Monitoring services ensure immediate responses to issues through our Customer Assistance Center, including predefined actions such as email support, restart service, script running, and event log entry creation. The result is confidence in business continuity for EVTA.

### 1.1 HOSTED ENVIRONMENT

Clever Devices manages several data centers to provide our customers with a highly dependable, worry free, hosted solution.

Through utilizing Clever Devices managed hosting services, you can be confident your mission-critical platform will realize industry leading performance and availability.

Clever Devices hosted solutions provide the following:

**Managed Services:** Clever Devices will provide system administration and troubleshooting, apply system patches, manage data backup and retention, maintain network uptime, and provide guarantee, and respond to configuration issues quickly and correctly.

**High Availability:** Through use of enterprise-class VMware virtualization, an industry-leading virtualization platform that will provide high availability across your entire virtualized IT environment without the cost or complexity of traditional clustering solutions.

**Bandwidth:** Dedicated servers come with a specific amount of included bandwidth, and additional bandwidth is available at pre-paid rates. Our hosted solutions provide enough bandwidth to support your IT environment and ensure optimal performance and availability.

**Scalability:** Clever Devices hosting solutions will provide the capacity to run your solution and strong scalability to support future growth. While Clever Devices takes care of managing your virtual environment, you can focus on activities that help drive growth and innovation.

**Reduced Costs:** Consolidating servers through virtualization lets you control costs by reducing the amount of hardware you use.

### 1.2 APPLICATION SERVERS

The following servers will be migrated to the hosted data center as part of this proposal.

#### APPLICATION SERVER CONFIGURATION

| Servers               | CPU Cores | Memory GB | Storage GB  |
|-----------------------|-----------|-----------|-------------|
| Clever Server Manager | 2         | 4         | 200         |
| CleverCAD             | 4         | 8         | 180         |
| AVM                   | 4         | 12        | 180         |
| DataLink / AVA        | 4         | 8         | 200         |
| BusTime Prediction    | 4         | 8         | 180         |
| BusTime Web           | 4         | 8         | 180         |
| CleverReports         | 4         | 12        | 180         |
| CleverWorks           | 4         | 8         | 180         |
| DCC                   | 4         | 8         | 180         |
| VoIP                  | 4         | 8         | 180         |
| <b>Total</b>          | <b>38</b> | <b>84</b> | <b>1840</b> |

### 1.3 DATABASE SERVER

The following SQL server resources are designed to support up to 100 vehicles with 1 year(s) of data retention. CleverReports data is sized for 2 years retention. Server sizing provides enough resources to support an additional 10% increase in vehicles. CADStore is sized for 1-year retention at a 30 second poll interval. Data retention can be increased in yearly intervals for additional cost.

#### SQL SERVER CONFIGURATION

| SQL License  | CPU Cores | Memory GB | Disk Size | Windows OS         |
|--------------|-----------|-----------|-----------|--------------------|
| SQL Standard | 12        | 32        | 2100      | Windows 2019 Sever |

### 1.4 COTS SOFTWARE

Clever Devices will supply all Windows Server, SQL, and Antivirus licensing for all servers in the hosted data center.

### 1.5 BUSINESS CONTINUITY

Clever Devices will leverage Availability Zones for business continuity of the hosted data center. Many regions provide *availability zones*, which are separated groups of datacenters within a region. Availability zones are close enough to have low-latency connections to other availability zones. They are connected by a high-performance network with a round-trip latency of less than 2ms. However, availability zones are far enough apart to reduce the likelihood that more than one will be affected by local outages or weather. Availability zones have independent power, cooling, and networking infrastructure. They are designed so that if one zone experiences an outage, then regional services, capacity, and high availability are supported by the remaining zones. They help your data stay synchronized and accessible when things go wrong. RTO within an availability zone is immediate.

In the unlikely event loses an entire availability zone, Clever Devices will perform daily snapshots and backups of the servers and data bases. These snapshots and backups can be used to install the system in an data center in a different region if necessary. In this event, RTO would be around 24-48 hours.

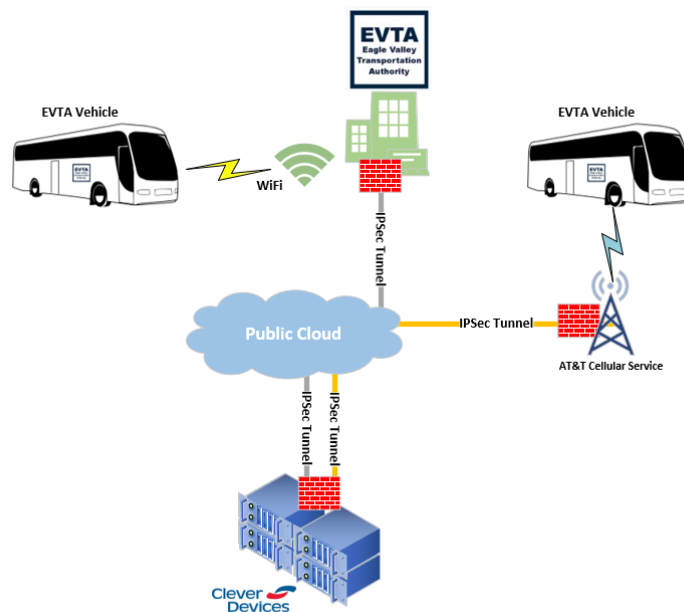
## 1.6 NETWORK CONNECTIVITY

### 1.6.1 WIRELESS COMMUNICATIONS

Clever Devices utilizes cellular communications to transmit our proprietary Over the Air (OTA) protocol. Clever Devices applications receive information such as vehicle location, passenger counts, vehicle faults, and alarms from the OTA packets. The packet payload is not user readable.

For this proposal Clever Devices designed the system to terminate the cellular data in the hosted data center and traverse an IPsec tunnel to users in EVTA Operations Center.

Bulk data uploads will use the existing WI-FI infrastructure located at the EVTA bus depots. EVTA will route this traffic to the hosted data center over the IPsec tunnel.



**Note:** In the event of a data center outage, AT&T will be required to reconfigure the IPsec tunnel to a new data center. The time it takes for this to happen is out of Clever Devices control and will not be applied against any SLA. Pricing can be provided for standby data center at EVTA Transit's request.

### 1.6.2 EVTA OPERATIONS CENTER CONNECTIVITY

EVTA will need to terminate an IPsec tunnel at their data center, which originates from the hosted data center. Any EVTA employee who uses the system will require their data communications be routed over this IPsec tunnel. At a minimum this will require EVTA to provide, and maintain, edge firewalls and routing.

If EVTA has interest in an optional passive standby data center, this infrastructure will be required to support BGP routing protocol. Otherwise, any failover will require EVTA to manually reconfigure the IPsec tunnel during a failover.

**Note:** In the event of a data center outage, the current design requires Core Transit to reconfigure the IPSec tunnel. The time it takes for this to happen is out of Clever Devices control and will not be applied against any SLA. Pricing can be provided for standby data center at EVTA Transit's request.

## 2 HOSTED DATA CENTER SECURITY

Clever Devices will deploy the hosted solutions in cloud data center, utilizing the NIST Framework, and adhering to our Defense-in-Depth strategy. Defense-in-Depth is a type of cybersecurity in which several independent layers of security controls are used so that if one fails another will be operative. Starting with your data we layer controls in the following manner:

### Policies, Procedures, and Awareness

Business Continuity Plan, Data Policies, Access Policies, Monitoring

### Physical Security

Security, Biometrics, Man Traps, Camera Systems

### Identity and Access

LDAP, MFA

### Perimeter

Firewalls, Routers, IDS, SIEM

### Network

Network Access Control Lists, VPNs

### Host

Endpoint Protection, Compliance Reporting, Patching

### Application

Monitoring, Secure Protocols

### Data

Encryption at rest and in transit

### 2.1 DATA CENTER CERTIFICATIONS



SOC 1 & 2



ISO 27001



PCI



HIPAA

### 2.2 WINDOWS UPDATES AND PATCHING

Clever Devices utilizes a cloud-based patch management system to ensure all hosted servers remain in a healthy state. Authorized engineers will configure jobs to push out updates to both Microsoft Windows and Linux servers. A scheduled maintenance window will be established between project stakeholders so monthly security updates can be applied and the servers rebooted, if applicable. Clever Devices engineers oversee the patching process and validate server and application health after servers are rebooted.

### 2.3 END POINT PROTECTION

CrowdStrike is the standard End Point Protection (EPP) application for server security. The Falcon agent will be installed on both Windows and Linux servers. Clever Devices engineers monitor the Falcon console daily and receive email alerts. CrowdStrike engineers will become immediately involved in remediation efforts should an incident rated at 2.5 or above out of a scale of 10 be reported.

### 2.4 SIEM ALERT AGGREGATION

Clever Devices uses a security information and event management (SIEM) system which supports threat detection, compliance and security incident management through the collection and analysis (both near real time and historical) of security events of both virtual servers and network hardware. Clever Devices' engineers monitor the SIEM consoles for security-related issues and preconfigured email alerts are enabled for support notification and alerting.

### 2.5 DATA CENTER PHYSICAL SECURITY

For this project Clever Devices will utilize our cloud facility.

Security features included, but are not limited to –

- 24/7 Security guards
- No third-party access (only Otava in this specific use case)
- Biometric readers at each point of access (per data hall)
- Physical security cameras with 90 days DVR retention

## 3 MONITORING AND SUPPORT

Clever Devices delivers full-time monitoring and management services of our hosted environments. The Intelligent Management Platform is integrated into our Technical Assistance Center (TAC) ticketing portal, Clever Support Portal. The Clever Devices TAC team uses this web-based ticketing portal to track all customer-facing issues and communicate with the customer.

In addition, Clever Devices utilizes Clever Server Manager (CSM), a monitoring service that is currently installed and in use in the hosted data center located in Las Vegas, NV. CSM continuously monitors each server's status based on user defined performance and health points. If CSM discovers a problem, the service can perform over 20 predefined actions which can include but are not limited to, email support, restart service, script running, and event log entry creation. Status reports are available for servers and monitors, group summaries, up-time, and historical statistics. These reports can be password-protected and accessible by HTTPS, and/or delivered by email.

### 3.1 OVERVIEW

Clever Devices will work proactively to quickly identify solutions to issues prior to the disruption of service, when possible. If a disruption occurs, the immediate notification leads to efficient and improved response times, therefore reaching a resolution and service restoration faster.

### 3.2 STANDARD OPERATING PROCEDURE

The following information explains the Standard Operating Procedure (SOP) when we receive an alert and troubleshooting is completed for our customer.

1. We notify the customer of the issue and resolution.
2. The customer is provided an incident response report through the TAC Ticketing Portal and a phone call.

#### If the issue is not resolved:

1. TAC provides Tier 2 support and facilitates Tier 3 support.

**Note:** Tier 2 support refers to the alert being handled directly by TAC. Tier 3 support refers to escalating the alert to the necessary internal department such as ITIG, Development, or Systems Engineering.

1. TAC resolves the issue.
2. TAC provides customer an incident response report through the TAC Ticketing Portal and a phone call.

#### After the issue is resolved:

TAC provides a Root Cause Analysis (RCA) within 3 business days after resolution for all Priority 1 (P1) alerts.

### 3.2.1 SERVICE LEVEL AGREEMENT (SLA) RESPONSE TIME

The following table displays the priority and response time expectation for our advanced monitoring offering.

**Priority Type** - P1, P2, P3

- P1 - Refers to system-wide alerts and impacts system availability. 1 hour response
- P2 - Refers to reporting monitors related to specific vehicles or workstations. – 1 business day response
- P3 - Refers to alerts with no direct impact to service availability. – 2 business day response

### 3.2.2 SLA PENALTIES AND SERVICE CREDITS

Primary Data Center SLA Penalties: A service credit is calculated as follows: Annual Subscription fee / 525,600 minutes \* number of minutes not meeting Uptime SLA. A fraction of a second is considered a minute.

**Uptime SLA penalty example:** if during any month Clever Devices achieved a 99.5% SLA uptime the system will have been down for 3h 37m 21s. At a 99.9% SLA we should not have exceeded 43m 28s, a difference of 173.9 minutes.

In this scenario, using year one costs, the calculation would be  $\$75,687 / 525,600 * 174$ .

- $75,687 / 525,600 = 0.144$
- $174 * \$0.14 = \$24.36$

RTO Penalties: A service credit is calculated as follows: Annual Subscription fee / 525,600 minutes \* number of minutes exceeding RTO for regional outages. A fraction of a second is considered a minute.

**RTO penalty example:** if during an outage to the primary region Clever Devices takes 30 hours to restore the system, Clever Devices will have exceeded our commitment by 6 hours. In this scenario, using year one costs, the calculation would be  $(\$75,687 / 525,600) * (6*60)$ .

- $75,687 / 525,600 = 0.144$
- $6 * 60 = 360$
- $360 * \$0.14 = \$50.04$

### 3.2.3 MAINTENANCE AND UPGRADES

This SLA excludes planned maintenance that takes place during an agreed Maintenance Window as defined herein. Planned maintenance includes, but is not limited to:

- Software Upgrades
- Server and Network Equipment Refreshes
- Microsoft Patching.
- Firmware Upgrades

## CLEVER DEVICES TRADEMARKS

Clever Devices®  
AVA®  
AVM®  
BusLink®  
BusLink Switch®  
BusTime®  
BusTools®  
BusWare®  
Celrado®  
CleverAnalytics®  
CleverCAD®  
CleverCare®  
CleverCERT®  
CleverCount®  
CleverReports®  
CleverWorks®  
IncidentAnalytics®  
IdleMonitor®  
Intelligent Vehicle Network®  
IVN®  
Mtram®  
M.A.I.O.R.®  
PerfectNav®  
RSM Services®  
RideCheck Plus®  
Secure Bus Access®  
SmartYard®  
SpeakEasy®

**Note:** All images used in this document are provided for example purposes only. Images may contain additional content outside of the proposed solution.



## Software as a Service Agreement

This Software as a Service Agreement ("SaaS Exhibit") is incorporated into and governed by the Master Agreement titled "ITS Project Master Agreement" between the parties. In the event of any conflict between this SaaS Exhibit and the Master Agreement, the terms of the Master Agreement shall control.

This Software as a Service Agreement (the "Agreement") by and between Clever Devices Ltd., a New York corporation with offices located at 300 Crossways Park Drive, Woodbury, New York 11797 ("Provider"), and Eagle Valley Transit Authority ("Customer") dated 4/03/2026.

WHEREAS, Provider provides access to software-as-a-service offerings to its customers; and

WHEREAS, Customer desires to access to certain software-as-a-service, and Provider desires to provide Customer access to such offerings, subject to the terms and conditions of this Agreement and the Contract for Purchase of Services to which it is attached.

NOW, THEREFORE, in consideration of the mutual covenants, terms, and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Definitions.

(a) "Authorized User" means Customer's employees, consultants, contractors, and agents (i) who are authorized by Customer to access and use the Services under the rights granted to Customer pursuant to this Agreement and (ii) for whom access to the Services has been purchased hereunder.

(b) "Customer Data," for purposes of this SaaS Agreement, means information, data, and other content, in any form or medium, that is submitted, posted, or otherwise transmitted by or on behalf of Customer or an Authorized User through the Services, but does not include Resultant Data.

(c) "Customer Systems" means an interconnected grouping of Customer equipment and/or Customer software that is used in connection with the SaaS Services, and all additions, modifications, substitutions, upgrades or enhancements thereto.

(d) "Documentation" means Provider's user manuals, handbooks, and guides relating to the Services provided by Provider to Customer either electronically or in hard copy form/end user documentation relating to the Services.

(e) "Provider IP" means the SaaS Services, the Documentation, and any and all intellectual property provided to Customer or any Authorized User in connection with the SaaS Services and the Documentation. For the avoidance of doubt, Provider IP includes

Resultant Data and any information, data, or other content derived from Provider's monitoring of Customer's access to or use of the Services, but does not include Customer Data.

(f) "Provider Materials" means the Services, Specifications, Documentation, and Provider Systems and any and all other information, data, documents, materials, works, and other content, devices, methods, processes, hardware, software, and other technologies and inventions, including any deliverables, technical or functional descriptions, requirements, plans, or reports, that are provided or used by Provider in connection with the Services or otherwise comprise or relate to the Services or Provider Systems. For the avoidance of doubt, Provider Materials include Resultant Data and any information, data, or other content derived from Provider's monitoring of Customer's access to or use of the Services, but do not include Customer Data.

(g) "Provider Systems" means the information technology infrastructure used by or on behalf of Provider in performing the Services, including all computers, software, hardware, databases, electronic systems (including database management systems), and networks, whether operated directly by Provider or through the use of Third-Party SaaS listed in Exhibit B.

(h) "SaaS Services" means the software-as-a-service offerings described in Exhibits A and B.

(i) "Resultant Data" means information or data that is derived by or through the SaaS Services from processing Customer Data but is sufficiently distinct from Customer Data so that Customer Data cannot be reverse engineered from the Resultant Data alone.

(j) "Third Party SaaS" means the SaaS Services provided by a Third Party Provider as listed in Exhibits B if applicable.

(k) "Third Party Provider" means a vendor that provides Third Party SaaS under this agreement.

## 2. Access and Use.

(a) Provision of Access. Subject to and conditioned on Customer's payment of Fees and compliance with all other terms and conditions of this Agreement, Provider hereby grants Customer a non-exclusive, non-transferable right to access and use the SaaS Services during the Term, solely for use by Authorized Users in accordance with the terms and conditions herein. Such use is limited to Customer's internal use. Provider shall provide to Customer the necessary passwords and network links or connections to allow Customer to access the Services.

(b) Software License. Software provided in the Provider Materials is licensed, not sold. A limited license that is revocable, non-exclusive, non-sublicensable and non-transferable for software included in Provider Materials is granted during the term of this Agreement. The Third-Party SaaS included in the Provider Materials are listed in Exhibit B.

(c) Documentation License. Subject to the terms and conditions contained in this Agreement, Provider hereby grants to Customer a non-exclusive, non-sublicensable, non-transferable license to use the Documentation during the Term solely for Customer's internal business purposes in connection with its use of the Services.

(d) Service and System Control. Except as otherwise expressly provided in this Agreement, as between the parties:

(i) Provider has and will retain sole control over the operation, provision, maintenance, and management of the Provider Materials; and

(ii) Customer has and will retain sole control over the operation, maintenance, and management of, and all access to and use of, the Customer Systems, and sole responsibility for all access to and use of the Provider Materials by any person by or through the Customer Systems or any other means controlled by Customer or any Authorized User, including any: (i) information, instructions, or materials provided by any of them to the Services or Provider; (ii) results obtained from any use of the Services or Provider Materials; and (iii) conclusions, decisions, or actions based on such use.

(e) Use Restrictions. Customer shall not use the SaaS Services for any purposes beyond the scope of the access granted in this Agreement. Customer shall not at any time, directly or indirectly, and shall not permit any Authorized Users to: (i) copy, modify, or create derivative works of the Services or Documentation, in whole or in part; (ii) rent, lease, lend, sell, license, sublicense, assign, distribute, publish, transfer, or otherwise make available the Services, or Documentation; (iii) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to any software component of the Services, in whole or in part; (iv) remove any proprietary notices from the Services or Documentation; or (v) bypass or breach any security device or protection used by the Services or Provider Materials or access or use the Services or Provider Materials other than by an Authorized User through the use of their own then valid Access Credentials; (vi) input, upload, transmit, or otherwise provide to or through the SaaS Services or Provider Systems, any information or materials that are unlawful or injurious, or contain, transmit, or activate any harmful code; (vii) damage, destroy, disrupt, disable, impair, interfere with, or otherwise impede or harm in any manner the Services, Provider Systems, or Provider's provision of services to any third party in whole or in part; (viii) access or use the Services or Provider Materials for purposes of competitive analysis of the Services or Provider Materials, the development, provision, or use of a competing software service or product or any other purpose that is to the

Provider's detriment or commercial disadvantage; (ix) use the SaaS Services or Documentation in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any person, or that violates any applicable law; (x) otherwise access or use the SaaS Services or Provider Materials beyond the scope of authorization granted under this Section.

(f) Reservation of Rights. Provider reserves all rights not expressly granted to Customer in this Agreement. Except for the limited rights and licenses expressly granted under this Agreement, nothing in this Agreement grants, by implication, waiver, estoppel, or otherwise, to Customer or any third party any intellectual property rights or other right, title, or interest in or to the Provider IP.

(g) Suspension. Notwithstanding anything to the contrary in this Agreement, Provider may temporarily suspend Customer's and any Authorized User's access to any portion or all of the Services if: (i) Provider reasonably determines that (A) there is a threat or attack on any of the Provider IP; (B) Customer's or any Authorized User's use of the Provider IP disrupts or poses a security risk to the Provider IP or to any other customer or vendor of Provider; (C) Customer, or any Authorized User, is using the Provider IP for fraudulent or illegal activities; (D) subject to applicable law, Customer has ceased to continue its business in the ordinary course, made an assignment for the benefit of creditors or similar disposition of its assets, or become the subject of any bankruptcy, reorganization, liquidation, dissolution, or similar proceeding; or (E) Provider's provision of the Services to Customer or any Authorized User is prohibited by applicable law ("Service Suspension"). Provider shall use commercially reasonable efforts to provide written notice of any Service Suspension to Customer and to provide updates regarding resumption of access to the Services following any Service Suspension. Provider shall use commercially reasonable efforts to resume providing access to the Services as soon as reasonably possible after the event giving rise to the Service Suspension is cured. Provider will have no liability for any damage, liabilities, losses (including any loss of data or profits), or any other consequences that Customer or any Authorized User may incur as a result of a Service Suspension under subclause (g)(B)-(E) or Service Suspension resulting from a threat or attack on any of the Provider IP not caused by Provider or any Provider subcontractor or third party SaaS provider.

### 3. Customer Responsibilities.

(a) General. Customer is responsible and liable for its use of the SaaS Services and Documentation resulting from access provided by Customer, directly or indirectly, whether such access or use is permitted by or in violation of this Agreement. Without limiting the generality of the foregoing, Customer is responsible for all acts and omissions of Authorized Users, and any act or omission by an Authorized User that would constitute a breach of this Agreement if taken by Customer will be deemed a breach of this Agreement by Customer. Customer shall use reasonable efforts to make all Authorized

Users aware of this Agreement's provisions as applicable to such Authorized User's use of the Services , and shall cause Authorized Users to comply with such provisions.

(b) The Services provided pursuant to this Agreement involve the licensing of certain third-party software-as-a-service platform(s) ("Third-Party SaaS"). Customer expressly acknowledges that the terms of this Agreement apply to use of the Third-Party SaaS. Notwithstanding anything to the contrary in this Agreement, by using the SaaS Services you acknowledge that the Third Party Providers have the authority to enforce the terms of this Agreement against you with respect to such Third-Party SaaS as if they were party to this Agreement. Nothing herein shall be deemed to limit or restrict a Third Party Provider's ability to enforce its intellectual property rights against Customer.

(c) Customer acknowledges that it is Customer's sole responsibility to (i) obtain all required authorizations or consents to deploy Customer content, and (ii) ascertain that such Customer content can be processed under this Agreement in accordance with applicable law.

#### 4. Service Levels, Support, Security.

(a) Service Levels. Subject to the terms and conditions of this Agreement, Provider shall use commercially reasonable efforts to make the SaaS Services available in accordance with the service levels set out in Exhibit D.

(b) SaaS Support. The access rights granted hereunder entitle Customer to the support for the SaaS Services described in Exhibit D.

(c) SaaS Maintenance. The SaaS Services will be managed and maintained as needed to provide the functionality of the SaaS Services promised in Exhibit A.

(d) Systems and Data Security: Provider shall, and shall ensure the Third Party Providers, implement and maintain industry standard systems and procedures for detecting, mitigating, and responding to attacks, intrusions, or other systems failures and regularly test or otherwise monitor the effectiveness of its controls, systems, and procedures to provide the SaaS Services, including the Provider Systems, in a secure and safe manner, consistent with, at a minimum, the applicable Data Security requirements.

#### 5. Fees and Payment.

(a) Fees. Customer shall pay Provider the fees ("Fees") as set forth in Exhibit C Schedule of Payment. Annual renewal fees are due sixty (60) days prior to the end of the current term.

(b) Taxes. All Fees and other amounts payable by Customer under this Agreement are exclusive of taxes and similar assessments. Customer is responsible for all sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind

imposed by any federal, state, or local governmental or regulatory authority on any amounts payable by Customer hereunder, other than any taxes imposed on Provider's income.

6. Auditing Rights and Required Records. Customer agrees to maintain complete and accurate records in accordance with generally accepted accounting principles during the Term and for a period of two (2) years after the termination or expiration of this Agreement. Provider may, at its own expense, on reasonable prior notice, periodically inspect and audit Customer's records with respect to matters covered by this Agreement. Such inspection and auditing rights will extend throughout the Term of this Agreement and for a period of two (2) years after the termination or expiration of this Agreement.

7. Confidential Information. "Confidential Information" refers to that of Clever Devices' or applicable Third-Party Providers, as further defined in sub. (a) and "Customer Confidential Information" is defined separately, in sub. (d).

(a) You acknowledge that the SaaS Services and Provider IP contain proprietary, trade secret and confidential information belonging exclusively to Clever Devices or to applicable Third Party Providers, including without limitation the source code, inventions, algorithms, know-how and other proprietary information contained therein (collectively, "Confidential Information"). Title to, ownership of and all proprietary rights in the SaaS Services, Provider IP, and Confidential Information and all copies and extracts thereof, including translations or compilations or partial copies, are reserved to and will at all times remain with Clever Devices or the Third Party Provider. Further, any modifications made to the Confidential Information, including those suggested by You, shall be the property of Clever Devices or the Third Party Provider.

(b) You shall not make the SaaS Services, or the ideas, techniques and concepts contained therein or any other Confidential Information available to any third party without the prior written consent of Clever Devices; copy the Confidential Information or any portion thereof, except in either case as necessary for the use in the Designated Environment for archival or back-up purposes or disaster recovery purposes.

(c) You agree to operate the SaaS Services solely in connection with Your business purpose and in the Designated Environment and take commercially reasonable precautions, consistent with Your existing practices with regard to Your own data and programs, to maintain security in order to prevent unauthorized use or disclosure of the SaaS Services Confidential Information. You shall inform Your employees, contractors and agents having access to the SaaS Services or the Confidential Information of Your limitations, duties and obligations regarding the use, disclosure and copying of the SaaS Services and the Confidential Information. You agree to make reasonable efforts to maintain the integrity of all patent, copyright, trade secret or other proprietary notices of Clever Devices or Third Party Providers in the SaaS Services displayed therein, and to take no intentional action inconsistent with the patent, copyright and trade secret ownership

rights of Clever Devices or Third Party Providers. You will not use the Confidential Information for any purpose other than in connection with Your use of the SaaS Services under this Agreement and the Contract for Purchase of Services to which it is attached. Except as otherwise set forth in this Agreement, and except where required by applicable public records laws, subpoena administrative proceeding or court order, under no circumstances will You allow any third party to have access to the SaaS Services or Confidential Information.

(d) Customer's Confidential Information. In providing the SaaS Services, or in providing any additional services to You, including without limitation, any diagnostic or corrective actions required in connection with responding to reported defects, Clever Devices or the Third Party Providers may have access to Your proprietary, trade secret or confidential information ("Customer Confidential Information"). Title to, ownership of an all proprietary rights in the Customer Confidential Information, Customer Data, Your content and information is and shall remain Yours. Clever Devices shall not disclose any Customer Confidential Information to any third party and shall not make or retain any records or copies of any Customer Confidential Information, unless otherwise agreed to in writing by You and Clever Devices. On the expiration or termination of the Agreement, Clever Devices shall, and shall ensure that Third Party Providers, promptly return to Customer all copies, whether in written, electronic, or other form or media, of Customer Confidential Information, or destroy all such copies and certify in writing to the Customer that such Confidential Information has been destroyed, subject to the requirements of the Contract for Purchase of Services and provisions elsewhere in this Agreement addressing the return of Customer Data on expiration or termination of the SaaS Services.

(e) You shall not attempt or permit any employee, agent, contractor or any person to attempt any reverse compilation or reverse engineering of the SaaS Services, any other licensed product or module or Confidential Information of Clever Devices or Third Party Providers for any purpose or any reason. Notwithstanding anything to the contrary in the foregoing, it shall not be a violation of this section for Customer to disclose any information, including the Confidential Information, if Customer determines that such disclosure is required by law to comply with a request under applicable public records law, or compelled by subpoena, administrative proceeding or court order provided that Customer provides prior written notification of such obligation and the opportunity to oppose such order.

## 8. Intellectual Property Ownership.

(a) Provider IP. Customer acknowledges that, as between Customer and Provider, Provider owns all right, title, and interest, including all intellectual property rights, in and to the Provider IP and, with respect to Third-Party SaaS, the applicable third-party providers own all right, title, and interest, including all intellectual property rights, in and to the Third-Party SaaS.

(b) Customer Data. Provider acknowledges that, as between Provider and Customer, Customer owns all right, title, and interest, including all intellectual property rights, in and to the Customer Data. Customer hereby grants to Provider a non-exclusive, royalty-free, worldwide license to reproduce, and display the Customer Data for Provider's internal purposes only, as may be necessary solely for Provider to provide the SaaS Services to Customer. Notwithstanding the foregoing, Provider shall not sell or create derivative works from any Customer Data. Customer reserves all rights in its data, information and content submitted, posted or otherwise transmitted through the SaaS Services not expressly granted hereto in this Section 8(b).

(c) Feedback. If Customer or any of its employees or contractors sends or transmits any communications or materials to Provider by mail, email, telephone, or otherwise, suggesting or recommending changes to the Provider IP, including without limitation, new features or functionality relating thereto, or any comments, questions, suggestions, or the like ("Feedback"), Provider is free to use such Feedback irrespective of any other obligation or limitation between the Parties governing such Feedback. Customer hereby assigns to Provider on Customer's behalf, and on behalf of its employees, contractors and/or agents, all right, title, and interest in, and Provider is free to use, without any attribution or compensation to any party, any ideas, know-how, concepts, techniques, or other intellectual property rights contained in the Feedback, for any purpose whatsoever, although Provider is not required to use any Feedback.

9. Limited Warranty, Warranty Disclaimer and Remedies.

(a) Provider warrants that the SaaS Services will conform in all material respects to the service levels set forth in Exhibit D when accessed and used in accordance with the Documentation. Provider does not make any representations or guarantees regarding uptime or availability of the Services unless specifically identified in Exhibit D. The remedies set forth in Section 9 (c) are Customer's sole remedies and Provider's sole liability under the limited warranty set forth in this Section 9(a).

(b) EXCEPT FOR THE LIMITED WARRANTY SET FORTH IN SECTION 9(a), THE PROVIDER IP IS PROVIDED "AS IS" AND PROVIDER HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. PROVIDER SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. EXCEPT FOR THE LIMITED WARRANTY SET FORTH IN SECTION 9(a), PROVIDER MAKES NO WARRANTY OF ANY KIND THAT THE PROVIDER IP, OR ANY PRODUCTS OR RESULTS OF THE USE THEREOF, WILL MEET CUSTOMER'S OR ANY OTHER PERSON'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM, OR OTHER SERVICES OTHER THAN THE ITS SYSTEM PROVIDED BY THE PROVIDER UNDER THIS CONTRACT, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE, OR ERROR FREE.

(c) Providers' entire liability and Customer's exclusive remedy shall be, at Provider's option, either (a) return of the price paid, or (b) repair or replacement of the SaaS Product. This limited warranty is void if failure of the SaaS has resulted from accident, abuse, or misapplication.

10. Limitations of Liability. IN NO EVENT WILL PROVIDER BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, FOR ANY: (a) CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED, OR PUNITIVE DAMAGES; (b) INCREASED COSTS, DIMINUTION IN VALUE OR LOST BUSINESS, PRODUCTION, REVENUES, OR PROFITS; (c) LOSS OF GOODWILL OR REPUTATION; OR (d) COST OF REPLACEMENT GOODS OR SERVICES, IN EACH CASE REGARDLESS OF WHETHER PROVIDER WAS ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE.

11. Term and Termination.

(a) The term and termination of the SaaS Services shall be governed exclusively by the Master Agreement. Any termination of the Master Agreement or of a specific Service Component shall apply to the applicable SaaS Services without penalty, accelerated payment obligation, or early termination fee.

Any cancellation, except due to Clever Devices' inability to deliver agreed upon services, will not affect Customer's obligation to pay all Fees for the initial term. Either Party can give the other Party written notice of non renewal at least sixty (60) days prior to the expiration of the then current term.

(b) Termination. In addition to any other express termination right set forth in this Agreement:

(i) Provider may terminate this Agreement, effective on written notice to Customer, if Customer: (A) fails to pay any amount when due hereunder, and such failure continues more than thirty (30) days after Provider's delivery of written notice thereof; or (B) breaches any of its obligations under Section 2;

(ii) either Party may terminate this Agreement, effective on written notice to the other Party, if the other Party materially breaches this Agreement, and such breach: (A) is incapable of cure, upon not less than thirty (30) days' written notice; or (B) being capable of cure, remains uncured thirty (30) days after the non-breaching Party provides the breaching Party with written notice of such breach; or

(iii) either Party may terminate this Agreement, effective immediately upon written notice to the other Party, if the other Party: (A) becomes insolvent or is generally unable to pay, or fails to pay, its debts as they become due; (B) files or has filed against it, a petition for voluntary or involuntary bankruptcy or otherwise becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law; (C) makes or seeks to make a general assignment for the benefit of its creditors; or (D) applies for or has appointed a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business.

(c) Effect of Expiration or Termination. Upon expiration or earlier termination of this Agreement (or of one or the other SaaS Services, if both are not terminated or expired at the same time):

(i) Customer shall immediately discontinue use of the Provider IP and, without limiting Customer's obligations under Section 11, Customer shall certify in writing to the Provider that the Provider IP is no longer being used.

(ii) Both parties shall return or destroy the other's Confidential Information as required by section 7 herein.

(iii) No expiration or termination will affect Customer's obligation to pay Fees that may have become due before such expiration or termination or entitle Customer to any refund.

12. Survival. Sections 7, 8, and 10 survive any termination or expiration of this Agreement. No other provisions of this Agreement survive the expiration or earlier termination of this Agreement. Miscellaneous.

(a) No Third-Party Beneficiaries. This Agreement is for the sole benefit of the parties and Third Party SaaS providers hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other Person any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.

(b) Export Regulation. Customer shall comply with all applicable federal laws, regulations, and rules, and complete all required undertakings (including obtaining any necessary export license or other governmental approval), that prohibit or restrict the export or re-export of the Services or any Customer Data outside the US.

EXHIBIT A

| Item | Software Application | Product Description                 | License Application<br>(number of vehicles) |
|------|----------------------|-------------------------------------|---|
| 1    | CleverInsights       | Auto Passenger Counting application | 40  |
| 2    | MAIOR                | Scheduling application              | 40  |
|      |                      |                                     |   |

EXHIBIT B

THIRD PARTY PRODUCTS

None

EXHIBIT C  
SCHEDULE OF PAYMENT

- Payment milestones are defined in the ITS Master Agreement.

EXHIBIT D

## SERVICE LEVELS AND SUPPORT FOR THE SAAS SERVICES

Provision of SaaS. Provider will (a) make the SaaS services and content available to Customer pursuant to this Agreement, (b) provide applicable standard support for the SaaS to Customer at no additional charge (c) use commercially reasonable efforts to make the online SaaS available 24 hours a day, 7 days a week, except for: (i) planned downtime (of which Provider shall give advance electronic notice), and (ii) any unavailability caused by circumstances beyond Provider's reasonable control, including, for example, an act of God, act of government, flood, fire, earthquake, civil unrest, act of terror, strike or other labor problem (other than one involving Provider's employees), Internet service provider failure or delay, Non-Provider Application, or denial of service attack, and (d) provide the SaaS in accordance with laws and government regulations applicable to Provider's provision of its SaaS to its customers generally (i.e., without regard for Customer's particular use of the SaaS), and subject to Customer's and Users' use of the SaaS in accordance with this Agreement.