

**AGREEMENT FOR  
MOBILE PARATRANSIT DEVICES**

This AGREEMENT FOR MOBILE PARATRANSIT DEVICES (“Agreement”) is made this 10<sup>th</sup> day of JULY, 2024 (“Effective Date”) by and between Whatcom Transportation Authority, a Washington Public Transportation Benefit Area, with its principal place of business at 4011 Bakerview Spur, Bellingham, WA 98226, (“WTA”) and Clever Devices Ltd, a New York corporation with its principal place of business at 300 Crossways Park Drive, Woodbury, NY 11797 (“CONTRACTOR”), pursuant to the following agreed facts:

- A. WTA provides public transportation within Whatcom County, Washington.
- B. CONTRACTOR is in the business of implementing intelligent transportation systems including the design, installation, integration, documentation, training, testing and support of such systems.
- C. As part of its work, CONTRACTOR markets, sells and installs a variety of hardware and equipment, including, its GreyHawk Mobile Paratransit device (“Product”).
- D. WTA desires to purchase an initial number of Product and associated items from CONTRACTOR and to have CONTRACTOR install such Product, so as to integrate with previously provided systems installed by CONTRACTOR for WTA.
- E. WTA further desires to have the discretion to order additional Product for the total term of this Agreement.

For valuable consideration, receipt of which is confirmed, the parties agree as follows:

1. Initial Products and CONTRACTOR Services

a. Initial Products

CONTRACTOR shall provide WTA with a total of six (6) of the Products that CONTRACTOR will install in six (6) distinct WTA paratransit vehicles (“Initial Products”). The Initial Products will be integrated with the WTA’s scheduling software. In addition, CONTRACTOR shall provide WTA with two (2) Bus-in-Box (“BiB”) units and all other necessary hardware and equipment for the installation and operation of the Initial Products. CONTRACTOR will produce, configure, and deliver the BiB units. The full description of the scope of the Products, BiB units, hardware and equipment to be included is set out in Exhibit A, which is attached hereto and incorporated by reference.

In addition to the above, CONTRACTOR shall also deliver to WTA one (1) spare Product that will not be subject to immediate installation (“Spare Unit”).

b. Installation and Testing of Initial Products and BiB Units

CONTRACTOR shall install, configure, integrate, and test the Initial Products, BiB units, equipment and hardware for inclusion in WTA’s mixed environment (with their current GH7s that

are in operation) on paratransit buses identified by WTA. Such installation shall result in the Initial Products being fully functioning, and configured and integrated with the WTA's existing scheduling software. CONTRACTOR shall perform necessary testing of the Initial Products and BiB units to confirm that they are fully operating to WTA's satisfaction.

c. Project Implementation

CONTRACTOR's implementation services for the Initial Products and BiB units shall occur at a high level and include the following general steps:

1. Deploy & integrate the Initial Products;
2. Fabricate & deliver the BiB units;
3. Deliver the Spare Unit; and
4. Integrate the Initial Products and BiB units into existing environment.

CONTRACTOR will perform the following activities on-site at WTA:

1. Mini-Fleet Testing to ensure acceptable functionality and integration into the existing WTA environment;
2. System Acceptance Testing and Client Approval.

The remainder of project implementation activities, meetings, etc. will be conducted remotely.

d. Project Schedule

The schedule for installation of the Initial Products and BiB units shall be mutually agreed upon by the parties ("Project Schedule"). CONTRACTOR estimates that the full installation of the Initial Units and BiB units will take seven (7) to eight (8) months, subject to the estimated schedule set out in Exhibit B, which is attached hereto and incorporated by reference.

e. Architecture

The proposed architecture with the Initial Products and BiB units is set out in Exhibit C which is attached hereto and incorporated by reference.

f. WTA Responsibility

WTA shall make the paratransit vehicles in which the Initial Products are to be installed reasonably available to CONTRACTOR. WTA shall be responsible for configuring the tablets with their cellular carrier and network connectivity to the fixed end.

g. Prices for Initial Products, BiB Units, Spare Unit and Installation Services

The total price to be paid by WTA for the Initial Products, BiB units, and for CONTRACTOR's installation, configuration and testing of the same shall be a total of One Hundred Twelve Thousand Ninety-Eight and 00/100 Dollars (\$112,098.00) plus applicable taxes ("Contract

Price”). The Contract Price will be paid based upon the thresholds set out in Exhibit D, which is attached hereto and incorporated by reference.

In addition to the Contract Price, WTA shall pay a one-time cost of One Thousand Five Hundred Fifty-Five and 00/100 Dollars (\$1,555.00) plus applicable taxes for the Spare Unit and Four (4) Year Extended Hardware Warranty on the Initial Product, BiB units and Spare Unit.

h. Invoices and Payment Terms

Invoices shall be sent to ap@ridewta.com or ATTN: Accounts Payable at the WTA address listed below. CONTRACTOR will include applicable Washington State sales and local tax as a separate line item on the invoice, excluding Federal Excise Tax, and supply exemption certificate when necessary. Invoices to include a deduction of five percent (5%) of the amount due and owing which shall be a retainage. The net retainage that CONTRACTOR is entitled to receive will be released upon System Acceptance. All amounts due and owing (less retainage) shall be paid net thirty (30) days of receipt of an invoice from CONTRACTOR.

2. Additional Future Product Purchases

During the Term, WTA may order additional Products (“Future Products”), subject to the following terms and conditions:

a. Prices for Future Products

The prices to be paid for Future Products are set out in Exhibit E, which is attached hereto and incorporated by reference. Future Products are anticipated to be for WTA’s new StarCraft vehicles, and pricing is based upon bus type engineering recommended for each new bus type.

b. Installation

WTA will be responsible to install, configure, and test all Future Products and the Spare Unit.

c. Warranty Inspection

To ensure that hardware is correctly installed CONTRACTOR will have a Field Service Technician onsite within 10 business days following WTA’s request for an inspection of Future Products and the Spare Unit to conduct a Hardware Warranty Inspection, which shall also be required to initiate the Warranty. All other meetings/reviews relating to installation issues will be done remotely. Additional Hardware Warranty Inspections / Acceptance Test trips can be purchased from CONTRACTOR as needed, dependent on any issues that may arise during WTA’s installation procedures.

d. Delivery of Future Products

CONTRACTOR will follow its standard process for material deliveries of Future Products. Material lead-time for delivery shall be three (3) to four (4) months based on product availability.

e. Invoices and Payment Terms

Invoices for Future Products shall be sent to ap@ridewta.com or ATTN: Accounts Payable at the WTA address listed below. CONTRACTOR will include applicable Washington State sales and local tax as a separate line item on the invoice, excluding Federal Excise Tax, and supply exemption certificate when necessary. All amounts due and owing for any Future Products shall be paid net thirty (30) days of receipt of an invoice from CONTRACTOR.

3. Warranties

a. General Warranties

CONTRACTOR warrants and represents that: (a) CONTRACTOR and all its employees and subcontractors shall be knowledgeable and have proper training to perform under this Agreement; (b) CONTRACTOR will timely pay all wages, salaries, invoices and other compensation or amounts due and owing to its employees, agents, subcontractors and others who provide services or goods to WTA on CONTRACTOR's behalf; (c) all equipment used by CONTRACTOR and subcontractors will be suitable to provide all services to WTA; and (d) all services, Products, BiB units and the Spare Unit provided by CONTRACTOR and subcontractors to WTA shall be in conformity with all specifications, terms and conditions of this Agreement.

b. Warranties on Products and BiB Units

All Products, and BiB units shall be subject to the benefit of the warranties set out in Exhibit F, which is attached hereto and incorporated by reference. Such warranties shall extend to the services provided by CONTRACTOR in association with the installation and testing of the Initial Products and BiB units.

c. Reimbursement to WTA for Warranty Repair Work

WTA may make repairs and secure replacements that are covered by CONTRACTOR's warranty, if after fourteen (14) business days of the CONTRACTOR receiving the product, it has failed to make or undertake the corrections or provide confirmation that replacement Product would be provided in conformity with the warranty.

4. Term of Agreement

This Agreement, and the rights of WTA to purchase Future Products under its terms and conditions shall be for a total of one (1) year from the Effective Date. Notwithstanding the above, WTA shall retain the right to purchase Future Products under these terms as long as WTA is covered under an extended warranty or a software maintenance agreement with CONTRACTOR.

5. Full Integration and Amendments

This Agreement is the complete expression of the terms and conditions relating to the subject matter of this Agreement. Any oral representation or understandings not incorporated herein

are excluded. Failure to comply with any of the provisions shall constitute a material breach of the Agreement and shall be cause for termination.

This Agreement may only be modified or amended by and through a written agreement of both parties.

6. Notices

All notices to be delivered to either party shall be provided in writing to the following by certified United States mail, with a corresponding e-mail:

WTA  
ATTN: Procurement  
4011 Bakerview Spur  
Bellingham, WA 98226  
procurement@ridewta.com  
360-788-9339

CLEVER DEVICES, LTD.  
ATTN: Douglas Thomas  
300 Crossways Park Drive  
WOODBURY, NY 11797  
[dthomas@cleverdevices.com](mailto:dthomas@cleverdevices.com)  
425-444-8202

7. Designated Project Managers

The project managers and principal contacts for this Agreement are as follows:

WTA  
Tiffany Rich  
4011 Bakerview Spur  
Bellingham, WA 98226  
tiffanyr@ridewta.com  
360-788-9347

CLEVER DEVICES, LTD.  
Christian Smith  
300 Crossways Park Drive  
WOODBURY, NY 11797  
Csmith@cleverdevices.com

8. Title to Products

Title to the Initial Products and BiB units shall pass to WTA when delivered, installed and accepted by WTA. Title to the Spare Unit and Future Products shall pass to WTA upon delivery. CONTRACTOR shall bear all risk of loss until passage of title.

9. Termination

a. Termination for Convenience

WTA may terminate all or part of this Agreement, when in the agency's best interest and without cause, by providing thirty (30) days written notice to the CONTRACTOR. Unless instructed otherwise, CONTRACTOR shall deliver, install, configure and test any of the Initial Products and BiB units if this has not occurred at the time the Agreement is terminated. CONTRACTOR shall invoice WTA for any Products or BiB units delivered prior to termination or accepted by WTA with sufficient supporting documentation within thirty (30) days of receiving notice of termination.

b. Termination for Cause

If a party materially breaches this Agreement, then the non-breaching party may notify the other party in writing of such breach. The allegedly breaching party shall then have thirty (30) calendar days to cure the breach, unless another timeframe is negotiated and agreed on between the parties. In such case, WTA will detail in writing what the Contractor must do to remedy the breach and the timeframe to complete the remedy.

If the party fails to adequately and timely cure such breach, then the other party may terminate this Agreement for default by providing three (3) days written notice. CONTRACTOR may invoice WTA for Products, BiB units and installation work performed to the date of termination at the contracted price. WTA reserves the right not to pay invoices submitted past seventy-five (75) days. In addition to the right to terminate, WTA may seek and recover any other available remedies allowed by law against CONTRACTOR and its sureties caused by default. These remedies include procurement of replacement Products and BiB units, attorneys' fees, and/or recovery of its damages, attorneys' fees and costs from Contractor or other administration costs as necessary. 10. Jurisdiction, Venue, and Attorneys' Fees

Any action to enforce or interpret this Agreement shall be commenced in the Superior Court for the State of Washington, Whatcom County. CONTRACTOR expressly stipulates to the jurisdiction and venue of this court. Any costs and attorneys' fees incurred in any effort or action to enforce and/or interpret this Agreement shall be recoverable by the prevailing party against the other party.

11. Registration with Washington Secretary of State Office

CONTRACTOR shall, throughout the Term, maintain an active business license with the Washington State Secretary of State as a foreign corporation doing business within the State of Washington, and shall maintain a registered agent in the state of Washington.

12. Public Records Act Obligations

a. Public Records Requests to WTA

As a Washington public entity, WTA is subject to all obligations under the Washington State Public Records Act, RCW Chapter 42.56 ("Act"). If WTA receives any public disclosure request that includes a request for all or a portion of documents relating to this Agreement, including, but not limited to this Agreement, WTA is required to comply with this request as required by the Act. Any information provided by CONTRACTOR labeled "Confidential" or "Proprietary" but does not, in WTA's opinion, fall into an exception from public disclosure under the Act, will initially be withheld and WTA will notify CONTRACTOR of the request. WTA will continue to withhold the confidential or proprietary labeled materials for a total of fourteen (14) days after providing notice. Thereafter, WTA shall release the confidential or proprietary materials pursuant to the public records request, subject to any court order or injunction that CONTRACTOR may obtain.

b. Records Retention and Disclosure

CONTRACTOR and sub-contractors at each tier will maintain all books, records, accounts and reports relating to the Agreement for no less than seven (7) years or as legally required, after the date of Contract termination, expiration, or completion. All records prepared, generated or used by CONTRACTOR or its agents, employees and subcontractors relating to this Agreement and associated work may be a “Public Record” under the Act. CONTRACTOR shall maintain and retain all records relating to this Agreement; any acquired Product and BiB provided to WTA; and the services provided by CONTRACTOR (“Records”) to WTA in a manner that is accessible to WTA. All Records subject to a public disclosure request will be provided to a requester. WTA may only refrain from disclosing any of the Records based upon an exemption that is applicable to WTA, and will not refrain from disclosing any of the Records under an exemption that may be personal to CONTRACTOR. CONTRACTOR will need to seek judicial approval to prevent such disclosure, at its sole expense. CONTRACTOR shall insert this provision in all contracts with subcontractors or agents providing services relating to the Agreement.

c. Access to Records

WTA shall have the right to review and inspect the Records upon request, for a term of three (3) years following completion of the Agreement work. In addition, where required, CONTRACTOR and sub- contractors at each tier shall provide, sufficient access to inspect and audit all books, Records, accounts, reports, and job sites relating to the Work to the U.S. Secretary of Transportation or the Secretary’s duly authorized representatives, and the Comptroller General of the United States, Washington State Auditor’s Office.

d. Attorneys’ Fees and Costs, and Reimbursement

CONTRACTOR shall pay or reimburse WTA for all costs and attorneys’ fees incurred by WTA in any legal action or proceeding under the Act relating to CONTRACTOR, this Agreement, any Product or BiB unit, or the services provided by CONTRACTOR under this Agreement.

13. Insurance

CONTRACTOR shall provide the following coverages for the Term plus one (1) year:

a. Commercial General Liability (Occurrence Form)

Either singly or in combination with Excess or Umbrella Liability Insurance policy covering all operations with the following limits:

Each Occurrence (Bodily Injury, Property Damage)	\$1,000,000
Damage to Rented Premises	\$ 100,000
Medical Payments – Any One Person	\$ 5,000
Personal and Advertising Injury Limit	\$1,000,000
General Aggregate Limit	\$2,000,000
Products and Completed Operations Aggregate Limit	\$1,000,000

b. Business Automobile Policy

Either singly or in combination with Excess or Umbrella Liability Insurance policy covering all operations with the following limits:

Hired or Non Owned (Per Accident) \$1,000,000

c. Workers Compensation

Part A- Statutory

Part B- Employers Liability

Bodily Injury by Accident \$1,000,000

Bodily Injury by Disease (Policy Limit) \$1,000,000

Bodily Injury by Disease (Each Employee) \$1,000,000

d. Excess or Umbrella Liability (Occurrence Form)

Covering all operations with the following limits:

Each Occurrence \$2,000,000

General Aggregate Limit \$2,000,000

e. Endorsements and Certificates of Insurance

CONTRACTOR and subcontractors must furnish the following endorsements separate of the Certificate of Liability:

- Additional Insured Endorsement naming “WTA Agents & Employees” for Ongoing Operations. Endorsement should be on Accord© form CG20100704 or equivalent.
- Additional Insured Endorsement naming “WTA Agents & Employees” for Completed Operations. Endorsement should be on Accord© form CG20370704 or equivalent.
- Waiver of Subrogation naming “WTA Agents & Employees”. Endorsement should be on Accord© form CG24041093 or equivalent.
- Cancellation Endorsement providing thirty (30) days advance written notice to be received by WTA.

The policy or policies shall name WTA as an additional insured. The CONTRACTOR shall provide WTA’s Designated Representative and/or Project Manager with evidence of such insurance in a form or forms acceptable to WTA immediately upon execution of this Agreement and on an annual basis thereafter during any renewal hereof.

Approval of the insurance by WTA will not relieve or decrease the liability of the CONTRACTOR for any damages arising from CONTRACTOR’s or its subcontractors’ performance of the work. CONTRACTOR shall bear all damage costs sustained for failure to maintain any of the required insurance or to provide notification that it cannot.

14. Indemnity, Duty to Defend and Hold Harmless

a. CONTRACTOR’s Obligations

CONTRACTOR shall defend, hold harmless and indemnify WTA, and its agents, employees, representatives, and Board members against and from any all claims, demands, suits, judgments, defense costs, injury to or death of any and all persons(s) and on account of all property



damages of any kind, whether tangible or intangible, real and/or personal liability or damages of any kind to the extent arising out of: (a) CONTRACTOR's Products and/or BiB units, or its services provided to WTA; (b) actions or business operations of CONTRACTOR, its sub-Contractors, their property, employees or agents, or caused in whole or in part by the CONTRACTOR, its sub-Contractors, their property, employees, or agents;; (c) CONTRACTOR's actions taken under the Agreement, or for any breach of the Agreement; (d) CONTRACTOR's alleged infringement of any intellectual property rights; or (e) CONTRACTOR's negligence, errors or omissions, misconduct, violation of any law, unpaid wages or services. To the extent authorized under Washington state law, including, but not limited to, the Washington State Constitution, Article 8, Section 7, the total liability for indemnification to be capped at two (2) times the value of this Agreement.

Such duties shall apply to any claim covered by the above obligation and brought by an employee of CONTRACTOR, and in this limited context, CONTRACTOR waives the exclusivity protection under any industrial insurance or worker's compensation laws, including, but not limited to, the Washington State Industrial Insurance Act, RCW Title 51.

If a lawsuit that falls within the terms of this indemnity, duty to defend and hold harmless provision ensues, WTA is entitled to select counsel to represent it, and the CONTRACTOR shall pay directly all costs, reasonable attorneys' fees, and expenses associated with the representation and defense provided to WTA. If judgement is rendered or settlement made requiring payment of damages by WTA, its officers, agents, employees, and volunteers, the CONTRACTOR shall pay any judgment amount or award of any other amounts and attorneys' fees or costs.

b. WTA's Obligations

WTA shall defend, hold harmless, and indemnify CONTRACTOR, and its agents, employees, and representatives against and from all claims, demands, suits, judgments, defense costs, injury to or death of any and all persons and on account of all property damage of any kind, whether tangible or intangible, real and/or personal liability or damages of any kind to the extent arising out of: (a) actions or business operations of WTA, its sub-Contractors, their property, employees or agents, or caused in whole or in part by WTA, its sub-Contractors, their property, employees or agents; (b) WTA's actions taken under the Agreement, or for any breach of the Agreement; or (c) WTA's negligence, errors or omissions, misconduct, violation of any law, unpaid wages or services.

15. Force Majeure

The term "Force Majeure" means an occurrence that is beyond the control of the party affected and could not have been avoided by exercising reasonable diligence. Force Majeure shall include acts of nature, war, terrorist activities, riots, strikes, fire, floods, epidemics, or other similar occurrences. Except for payment of sums due, neither party shall be liable to the other or deemed in default under this Agreement if and to the extent that such party's performance of this Agreement is prevented by reason of Force Majeure. In the event CONTRACTOR is unable to meet delivery or performance requirements due to circumstances beyond its reasonable control, CONTRACTOR agrees to make such delivery or performance as soon as practicable or shall immediately assist WTA in whatever reasonable manner to gain access to such goods or services or offer limited substitutions for consideration.

WTA reserves the right to cancel the Agreement and/or purchase substitute materials, equipment or services from the best available source during the time of Force Majeure and CONTRACTOR shall have no recourse against WTA.

16. Assignments

The rights and obligations of CONTRACTOR under this Agreement may not be transferred, assigned, sublet, mortgaged, pledged or otherwise disposed of or encumbered in any way, except in the case of a change in ownership, without WTA's prior written consent.

17. Independent Contractor

CONTRACTOR shall be acting as an independent contractor for all work and services rendered pursuant to this Agreement, and shall not be considered an employee or agent of WTA for any purpose. CONTRACTOR shall not have any right to bind WTA to any obligations or agreements. CONTRACTOR shall be fully responsible for reporting and paying all taxes and other monetary obligations that are due in relationship to this Agreement. CONTRACTOR shall not make any claim of right, privilege or benefit as would an employee of WTA under any statute or otherwise, including, but not limited to, RCW Chapter 41.06 or RCW Title 51. CONTRACTOR shall indemnify and hold harmless WTA from and against any and all costs (including attorneys' fees) or liabilities (including payroll taxes, penalties or interest) arising out of any assertion that the CONTRACTOR is not an independent contractor.

18. Compliance with Laws

CONTRACTOR shall comply with all Federal, State and local laws, rules, regulations and orders applicable to the services, Product and/or BiB provided pursuant to this Agreement, and shall be responsible for obtaining all necessary licenses, permits, and approvals required for the performance of any obligations under this Agreement. WTA will not make adjustments for loss of time or disruption of work caused by any actions against the CONTRACTOR. Any Agreement financed with FTA assistance must comply with applicable Federal requirements. Any applicable law or regulation change will apply to the project as required. CONTRACTOR will ensure it is properly licensed and have all necessary operating permits and business registrations, and pay all fees and taxes according to local ordinances, state law, and Federal law. CONTRACTOR shall provide documents confirming that it has obtained any local business registrations that may be required upon request by WTA.

19. Non-Discrimination

CONTRACTOR shall not discriminate on the basis of race, color, national origin, or sex marital status or the presence of any sensory, mental, or physical handicap, unless based upon a bona fide occupational qualification in the performance of this Agreement, or in any hiring or employment resulting from this Agreement. CONTRACTOR shall comply with the Federal Civil Rights Act of 1964, the Equal Employment Opportunity Act, the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, and their regulations. CONTRACTOR shall include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA.

20. Governing Law

This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Washington.

21. Waiver

No waiver by either Party to partially or fully exercise any right or the waiver by either Party of any breach shall not prevent a subsequent exercise of such right or be deemed a waiver of any subsequent breach of the same or any other term of this Agreement.

22. Severability

If any provision of this Agreement shall be declared illegal, void or unenforceable by a court of competent jurisdiction, or in an arbitration proceeding, the other provisions shall not be affected but shall remain in full force and effect.

23. Counterparts

Original signatures transmitted and received via electronic transmission of a scanned document (e.g. PDF or similar format) are true and valid signatures for all purposes of this Agreement and shall bind the parties to the same extent as that of an original signature. Signatures submitted electronically must be fully legible to be valid

24. Authorization

The representatives signing this Agreement on behalf of the parties certify that they are fully authorized to do so by the party for which they are signing this Agreement.

25. Entire Agreement

This Agreement and the agreements incorporated by express reference constitute the entire agreement between the parties. There are no understandings or agreements related hereto other than those which are expressed herein, and all prior negotiations, agreements, and understandings, whether oral or written, are superseded by this Agreement, and it shall not be considered modified, altered, changed or amended in any respect unless in writing and signed by the parties hereto.

26. Survival

Those provisions of this Agreement that extend an obligation of either party beyond the Term shall survive expiration or termination of this Agreement, including, but not limited to, Paragraphs 3, 10, 12, 14 and 20.


EXECUTED this 10<sup>TH</sup> day of JULY, 2024.

WTA:



Les Reardanz  
General Manager  
Whatcom Transportation Authority  
4011 Bakerview Spur  
Bellingham, WA 98226

CLEVER DEVICES, LTD:

DocuSigned by:  
  
31578A6161FE464...

Andrew Stanton  
COO  
Clever Devices, Ltd.  
300 Crossways Park Drive  
Woodbury, NY 11797

EXHIBIT A  
HARDWARE AND ITEMS ASSOCIATED WITH INITIAL PRODUCTS AND BiB  
UNITS

6 GHM Controller (Samsung Tab Active4 Pro) with unique serial numbers

Installation Kit comprising a total of 6 of each of the following:

- Charge guard
- Plate, EA Switch, Cutaway
- Associated Cables
- GDS Modular 10-30V Hardwire Charger
- Swivel Mount, Pedestal TCH, 10.73"
- Plate, Hub and Converter for RAM Mount
- RAM® Skin™ Key-Locking Power + Data Dock for Tab Active Pro
- Plate, Small TCH Sandwich Plate, Front / Plate, Small TCH Sa
- Dust Cover, USB-A
- L Bracket DI Device

A total of 6, USB Hub comprising the following:

- RAM GDS TYPE C RUGGED HUB FOR VEHICLES / RAM GDS TYPE C RUGG
- Cover, GDS USB Tough-Hub / Cover, GDS USB Tough-Hub
- USB C Female to USB Male Adapter 5inch USB 3.1 Gen 5Gbps USB

A total of 6, 1939 to USB Adapters, comprising the following:

- J1939 to USB Adapter/Converter
- Cable USB Male to B Male
- Bracket, DATAQ and J1939 converter

## EXHIBIT B

### Estimated Implementation Schedule for Initial Products and BiB Units

Whitcom - Greyhawk Mobile & BiB's Preliminary Implementation Plan																																
Project Task (NTP plus Duration w/ Weeks)	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	
<b>1) Initiation</b>																																
a) PO - Receive/Review	X																															
b) Preparation - Project Setup	X																															
<b>2) Planning</b>																																
a) Meetings - Interim / External Kickoff		X																														
b) Design/Operations - Develop / Review / Client Approval		X	X																													
<b>3) Execution</b>																																
a) Survey - Onsite Vehicle Type Engineering				X																												
b) Documentation - BOM w/Drawings/Manuals/ATPs					X	X																										
c) Client Approval - Proceed w/ Procurement							X																									
d) Procurement								X																								
e) Material Lead Time - Estimated 16 weeks									X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	
f) Receive, Configure, Kit & Ship																										X	X					
<b>4) Deployment</b>																																
<b>Vehicle Deployment (Qty 6)</b>																																
a) In-House Preparations, Documentation & Testing																																
b) Onsite First Vehicle Deployment, Configure, Test, Client Approval																																
c) Full Deployment of remaining 5 Vehicles																																
d) System Acceptance																																
BiB Fabrication (Qty 2)																																
a) Fabricate, Configure																																
b) Ship to Client Site																																
c) Onsite Setup, Configure, Test with Client																																
<b>5) Project Acceptance</b>																																
a) Customer Acceptance / Closeout																																

EXHIBIT C  
Architecture for Initial Products and BiB Units

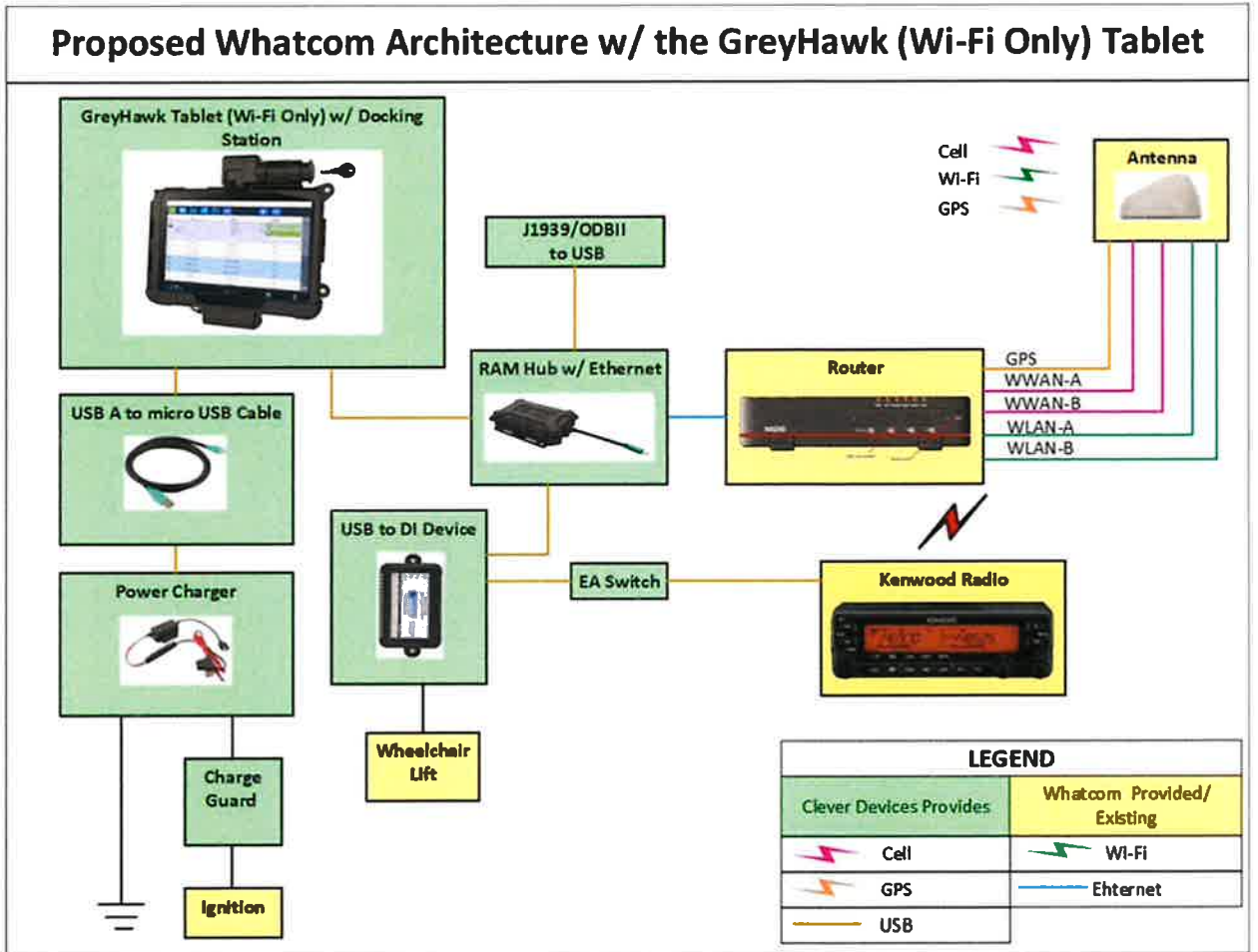


EXHIBIT D

Payment Milestones for Initial Products, BiB Units and Installation

<u>Milestones</u>	<u>Description</u>	<u>Percentages</u>	<u>Extended Prices</u>
1a	Completion of Design	10%	\$11,209.80
1b	Completion of Design Retainage	5%	(\$560.49)
<b>1</b>	<b>Milestone 1 Payment</b>		<b>\$10,649.31</b>
2a	Shipment of Onboard Hardware/Kits	30%	\$33,629.40
2b	Shipment of Onboard Hardware/Kits Retainage	5%	(\$1,681.47)
<b>2</b>	<b>Milestone 2 Payment</b>		<b>\$31,947.93</b>
3a	Completion of First Vehicle Installation & APT	20%	\$22,419.60
3b	Completion of First Vehicle Installation & APT Retainage	5%	(\$1,120.98)
<b>3</b>	<b>Milestone 3 Payment</b>		<b>\$21,298.62</b>
4a	Shipment of Bus-In-Box	20%	\$22,419.60
4b	Shipment of Bus-In-Box Retainage	5%	(\$1,120.98)
<b>4</b>	<b>Milestone 4 Payment</b>		<b>\$21,298.62</b>
5a	Completion of Remaining Vehicle Installation & ATP's	20%	\$22,419.60
5b	Completion of Remaining Vehicle Installation & ATP's Retainage	5%	(\$1,120.98)
<b>5</b>	<b>Milestone 5 Payment</b>		<b>\$21,298.62</b>
<b>6</b>	<b>Retainage</b>		<b>\$5,604.90</b>
<b>Total Project Cost</b>			<b>\$112,098.00</b>



**EXHIBIT E**  
**Prices for Future Products**

<b>Future GreyHawk Mobile Purchases (2026 Pricing)</b>			
<b>Qty</b>	<b>Description</b>	<b>Unit Price</b>	<b>Extended Price</b>
8	GHM Kit, ParaTransit System (HW Warranty & SW Maintenance Year 1 included) Project Implementation, Planning, Execution & Procurement Services.	\$5,761.88	\$46,095.00
1	Hardware Warranty Initiation Inspection & Acceptance Test Procedure (ATP) Trip (1 Week) per 8 Vehicles	\$9,389.00	\$9,389.00
8	GHM Extended Hardware Warranty 4 Year Plan per 8 GHM Kits.	\$127.00	\$1,016.00
8	GHM Extended Software Maintenance 4 Year Plan per 8 GHM Kits.	\$762.00	\$6,096.00
<b>Additional ATP Trip (2026 Pricing)</b>			
<b>Qty</b>	<b>Description</b>	<b>Unit Price</b>	<b>Extended Price</b>
1	Additional Hardware Warranty Initiation Inspection & Acceptance Test Procedure (ATP) Trip (1 Week) per 8 Vehicles	\$9,389.00	\$9,389.00

Unit Prices provided only apply to the purchase of the quantities defined. Unit Prices may vary if quantities are adjusted as Unit Prices may include fixed costs or quantity discounts which can be affected by changes in quantity.

Prices for optional items reflect the price if the option is elected at the time of the base contract. Individual option prices if exercised separately from the base may have additional cost.

This pricing is valid through 12/31/2026

EXHIBIT F

Warranties for Initial Products, BiB Units, Spare Unit and Future Products

1. New Manufactured Limited Warranty

a. CONTRACTOR guarantees for a period of one (1) year from original factory shipment (“Warranty Period”) that each of the Initial Products, BiB units, Spare Unit and Future Products (collectively “Product”) are free from defects in material and workmanship.

b. If a Product fails to operate as specified and has not been tampered with or abused during the Warranty Period, CONTRACTOR or its authorized service agents shall either repair or replace any defective part or the product free of charge

c. Bench fees will apply to any Product received by CONTRACTOR with no-trouble-found. Any Product returned with failures caused by improper use or installation will be repaired and the appropriate charges will apply, and such services shall be WTA’s exclusive remedy. CONTRACTOR shall not be responsible for the cost of removal or installation of warranted Product unless a prior written agreement has been reached by the parties. CONTRACTOR’s labor rate table will apply for all product replacement time.

d. CONTRACTOR will repair or replace, at its option, any defective Product under warranty. CONTRACTOR will not honor credit requests on any defective used Product. Product repair or replacement will be the only option available to WTA.

e. This warranty does not apply: (i) to damage caused by conditions outside CONTRACTOR’s specifications including but not limited to vandalism, fire, water, temperature, humidity, dust or other perils; (ii) to damage caused by service (including upgrades) performed by anyone who is not a CONTRACTOR Authorized Technician; (iii) to a Product or a part that has been modified without the written permission of CONTRACTOR; (iv) if any of CONTRACTOR’s serial number has been removed or defaced; or (vi) expendable or consumable parts, such as batteries and flashcards.

2. Warranty Repair Policy

A replacement or repaired Product assumes the remaining warranty of the original Product or ninety (90) days, whichever provides longer coverage for WTA. When a Product is exchanged, any replacement product becomes WTA’s property, and the replaced Product becomes CONTRACTOR’s property.

3. Obtaining Warranty Service

a. WTA is responsible for returning any defective Products to CONTRACTOR after obtaining a Returned Merchandise Authorization (RMA) number from CONTRACTOR’s Customer Service Department at 888-478-3359. No Products will be accepted without an RMA number. When requesting an RMA number, be sure to have the serial number of the Product available.

b. WTA must package the Product properly for return shipment. CONTRACTOR is not responsible for any damage to the Product caused during transit or for any package lost by the shipping company.

c. WTA assumes all cost in shipping the defective Product to CONTRACTOR, and CONTRACTOR will assume the cost in shipping back to WTA. All replacement/repared Products are shipped UPS Ground unless a rush is requested. The cost of shipping using any mode other than UPS Ground is to be paid by WTA.

Ship to:  
Clever Devices Ltd.  
Attn: Service Department RMA # \_\_\_\_\_  
2118 Energy Drive  
Apex, NC 27502

d. CONTRACTOR shall deliver all replacement or repaired Product (as tracked by tablet serial registration) to WTA within forty-five (45) days of its receipt of any Product covered by the warranty. CONTRACTOR shall also provide at the time of delivery all repair notes with any Product that is repaired instead of replaced.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
10/9/2023

**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.**

**IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).**


<b>PRODUCER</b> SterlingRisk 135 Crossways Park Drive P.O. Box 9017 Woodbury NY 11797  License#: BR-1418528 CLEVDEV-01	<b>CONTACT NAME:</b> Jenifer Ferris <b>PHONE (A/C, No, Ext):</b> 800-767-7837 <b>E-MAIL ADDRESS:</b> request@sterlingrisk.com	<b>FAX (A/C, No):</b> 516-487-0372													
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : HSB Specialty Insurance Company</td> <td>14438</td> </tr> <tr> <td>INSURER B : Federal Insurance Company</td> <td>20281</td> </tr> <tr> <td>INSURER C : Great Northern Insurance Company</td> <td>20303</td> </tr> <tr> <td>INSURER D : Chubb Group of Ins Co</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : HSB Specialty Insurance Company	14438	INSURER B : Federal Insurance Company	20281	INSURER C : Great Northern Insurance Company	20303	INSURER D : Chubb Group of Ins Co		INSURER E :		INSURER F :
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**COVERAGES** **CERTIFICATE NUMBER:** 1573444901 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:	Y	Y	3602-86-48	10/7/2023	10/7/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
C	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	7358-52-17	10/7/2023	10/7/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	Y	Y	7988-60-45	10/7/2023	10/7/2024	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
D	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y	N/A	7175-03-40	10/7/2023	10/7/2024	<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Cyber / Professional Liability	Y		6632297-01	10/7/2023	10/7/2024	OCC/AGG \$5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
RE: RFP#2018-231 Certificate holder is included as Additional Insured on a Primary and Non-contributory basis as per endorsement form 80-02-2367 (5-07) to the extent provided therein. Waiver of subrogation applies as per endorsement form 80-02-2000 (4-01).

<b>CERTIFICATE HOLDER</b>  Whatcom Transportation Authority 4011 Bakeview Spur Road Bellingham WA 98226	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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