

SERVICES AGREEMENT FOR ONLINE SOCIAL ENGAGEMENT PLATFORM

This SERVICES AGREEMENT FOR ONLINE SOCIAL ENGAGEMENT PLATFORM ("Contract") is made and entered into between WHATCOM TRANSPORTATION AUTHORITY ("WTA"), a Washington Public Transportation Benefit Area, pursuant to RCW Chapter 36.57A, and SOCIAL PINPOINT, INC., a Delaware state corporation ("CONTRACTOR"). Under this Contract, Contractor shall provide a comprehensive online platform that will allow the public and WTA users to communicate and interact with WTA. This Contract is made pursuant to the following agreed facts:

- A. WTA provides public transportation services within Whatcom County, Washington;
- B. Contractor provides an online system ("Platform") that allows WTA to provide information to and communicate with the public, and for members of the public to provide comments and information to WTA on the platform relating to WTA, its services and projects ("Platform Content");
- C. Such public interactions will occur through the establishment by individual users of an account that will be accessed via use of an email address and associated password; and
- D. All communications from and between WTA and the general public will be stored on Contractor's servers and systems.

NOW THEREFORE, for good and valuable consideration, receipt of which is acknowledged herein, the parties agree as follows:

1. Services to Be Provided by Contractor

Contractor shall provide those services set out in Exhibit A, which is attached hereto and incorporated by reference.

2. Term of Contract

This Contract shall be for a one (1) year term, to expire on 6 March 2024. WTA shall have the discretion to renew the Contract for two (2) additional one (1) year terms by providing notice to Contractor at any time.

3. Annual Subscription Fee Owed by WTA

WTA shall pay the following annual amounts for the Term and any extension:

- Year One – Seventeen Thousand Seven Hundred and No/100 Dollars U.S. (\$17,700.00 U.S.);
 - Year Two – Fifteen Thousand Nine Hundred Thirty and No/100 Dollars U.S. (\$15,930.00 U.S.);
- and
- Year Three – Fifteen Thousand Forty Five and No/100 Dollars U.S. (\$15,045.00 U.S.)

("Annual Subscription Fee"). The Annual Subscription Fee shall be paid annually in advance.

4. Privacy Policy and Terms of Use

Contractor shall incorporate and include on the Platform WTA's Privacy Policy which is attached hereto and incorporated by reference as Exhibit B; and WTA's Terms and Conditions of Use, which is attached hereto and incorporated by reference as Exhibit C.

5. Data Storage Limitations and Restrictions

At all times, the Platform Content and any servers or other data storing equipment on which it is located shall be located exclusively in the United States of America ("U.S."), and shall at no time be stored, transferred, located or otherwise transmitted outside of the U.S. To the extent that Contractor has any role, view-only access will be used for any person, entity, corporation or governmental body located outside of the United States, and then only subject to the express written approval of WTA. Contractor shall not disclose any WTA data to any government other than one located in the US.

6. Data Sharing Contract

Simultaneously with execution of this Contract, the parties shall execute WTA's Data Sharing Agreement, which is attached hereto and incorporated by reference as Exhibit D.

7. Data Breach Prevention, and Duty to Defend, Indemnify and Hold Harmless

Contractor shall take all reasonable efforts generally recognized within its industry to prevent any unauthorized release of any Platform Content, and all other data or information relating to the Platform that it receives from WTA and the public in relationship to its services ("WTA Data"). This shall include use of an encrypted format for any passwords used by any users of the Platform. Contractor recognizes that some WTA Data may be "personal information" as that term is defined in RCW 42.56.590(10)(a). Should there be any unauthorized release of any WTA Data that is "personal information," then Contractor shall provide all assistance requested by WTA to comply with any investigation or reporting requirements, including, but not limited to those set out under RCW 42.56.590, all at its own expense.

Contractor shall hold harmless, defend and indemnify WTA from and against any claim, action, or judgment against WTA, or obligations imposed upon WTA either by statute or otherwise, arising from any unauthorized release of WTA Data that is "personal information." Such obligation includes, but is not limited to, reimbursement and/or payment of all expenses, fees (including, but not limited to, attorneys' fees) and costs incurred by WTA to report or otherwise respond to an unauthorized release of WTA Data that is "personal information."

8. Registration with the Washington State Secretary of State

Contractor shall at all times during the Term and extended Term, be registered to transact business in the State of Washington and the City of Bellingham, including maintaining its registration with the state of Washington as an active Washington business entity, or a foreign entity registered to do business in the state of Washington.

9. Amendment to Contract

WTA's Contract Administrator or designee must approve any change orders to this Contract in writing. Service provided outside the Contract and without WTA's written consent need not be paid for by WTA. WTA reserves the right to add or delete services from this Contract, and will make appropriate adjustments to the contract price.

10. Fully Integrated Contract

This Contract is the complete expression of the terms and conditions between the parties for the service. Any oral representation or understandings not incorporated are excluded. Failure to comply with any of the provisions shall constitute material breach of the Contract and be cause for termination. Both parties recognize time is of the essence in the performance of this Contract. The forgiveness of the nonperformance of any provision of this Contract does not constitute a waiver of all provisions.

11. Ownership of WTA Data

All WTA Data shall be owned by WTA.

12. General Terms and Conditions

This Contract shall be subject to the General Contract Terms and Conditions set out in Exhibit E, which are attached hereto and incorporated by reference.

EXECUTED as of the date of the final signature.

WTA:

Les Reardanz

Signed: Wednesday, March 22, 2023
Les Reardanz, General Manager
Whatcom Transportation Authority

DATED: _____

CONTRACTOR



Jack Aird
Financial Controller

DATED: 8 March 2023

EXHIBIT A

Exhibit A is found on the next 18 inserted pages:

“Digital Engagement Platform: Overview & Scope of Work”



Digital Engagement Platform: Overview & Scope of Work Whatcom Transit Authority

Contact: Sophia Robison, sophia@socialpinpoint.com / 10 March 2023

A. Introduction

Social Pinpoint is pleased to provide digital engagement services for the Whatcom Transit Authority.

With key staff based across the US, supported by a wider international team in Australia, Social Pinpoint has a long track record of **innovation, professionalism and trust**, providing digital engagement services to a wide variety of organizations in four countries.

Our digital engagement software is the world's most versatile and feature-rich platform of its kind, boasting over 40 tools and a host of additional functionality. Social Pinpoint's tool is a great fit for your Scope of Work.

It provides **next-generation participation technology** to organizations who are looking to explore new ways of participation and democracy through collaboration and deep engagement with their stakeholders.

Our platform is used by major cities and organizations around the world including [Calgary](#) (Canada), [Pittsburgh](#) (PA USA), [El Paso](#) (TX USA) and [Melbourne](#) (Australia). Over the past decade, we have worked extensively with hundreds of municipalities and government organizations within the US and abroad.



This unrivaled experience gives us unique insight into emerging trends and best practices in engagement on an international scale. We facilitate knowledge sharing between our customers through our active user community, with regular events, webinars and other content that helps you mature your practice over time.

We believe Social Pinpoint, supported by our expert team, will help you improve your public engagement practices to deliver better, more equitable outcomes for your riders and community members. With nine engagement tools, it will **broaden your options to engage with citizens**, assisting you to collect and interpret a range of quantitative, qualitative and spatial feedback.

Furthermore, the 30 content tools serve to bring your content to life, helping you communicate in visual, compelling formats that **capture attention and inspire participation**.

We thank you for your consideration and look forward to you joining our **active and vibrant user community of emerging leaders**.

In the following pages of this document, we detail the key features of our software.

Disclaimer: the entire contents of this quote should be considered confidential information, and not shared with any third party unless otherwise agreed. All costs are provided in USD.

About Social Pinpoint

[Social Pinpoint](#) (formerly The HiVE) is a full-featured Content Management System specifically designed to connect public agencies to their stakeholders and empower them to actively shape the cities and communities they live in. It provides an all-in-one digital communications and engagement toolbox to support you at all stages of the public participation process.

Social Pinpoint is used by organizations of all sizes from small organizations, to large-scale, whole-of government entities. Created for government use, the software provides the highest standards in privacy, security and accessibility.

Designed with non-technical users in mind, the intuitive drag-and-drop interface makes it easy to use and easy to train. This will not only ensure take-up within your organization but will also make it a product your staff will love to use.

Social Pinpoint is the most sophisticated platform of its kind in the market, giving you the potential to greatly expand your current engagement capabilities, build trust with your community and encourage an active civic life for your citizens.

Here's what sets Social Pinpoint apart from other products on the market.





Tools for everything

With a toolbox of 40 tools, Social Pinpoint has more options for communicating your content and collecting feedback than any other platform on the market. This lets you strategically select the right tool for the job at hand.

Collect quality feedback from your citizens using one of nine participation apps to gather quantitative, qualitative and spatial data that moves your projects forward.

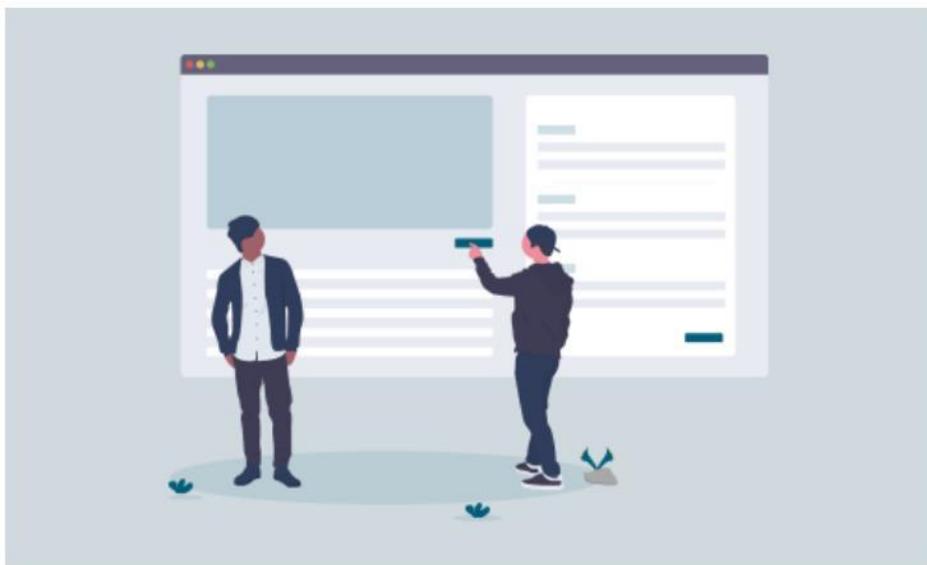
Dynamic content tools help you break content out of dry, boring documents, and present them in digital-first, interactive formats.



Maximum flexibility

Not all projects are created equal - some have simple requirements, while others are far more detailed and complex. One-size fits all templates do not reflect this diversity and your engagements will suffer from this approach.

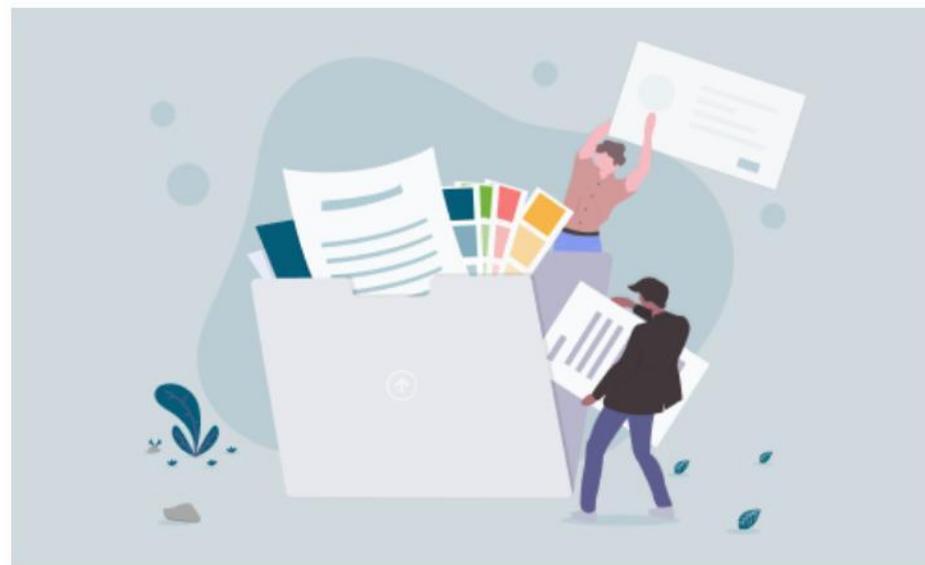
Social Pinpoint lets you combine tools into an infinite number of ways to tailor your outputs to the specific needs of your project. Combined with the ability to add multiple sub-pages, you can craft unique and enjoyable digital experiences that inspire your audience to engage.



Easy to use, easy to train

Products that are difficult to use will not be taken up by either members of your community or internally by your staff. Without widespread adoption, the full potential of your investment will never be realized.

Social Pinpoint is not only intuitive to use but delightful to interact with. Non-technical users can be trained in the basics in around 15 minutes! However, great usability doesn't have to come at the cost of unsophisticated software, and there is plenty of depth to take things to the next level as your skills and aspirations grow.



Tailored configurations

With features like detailed user permissions, an internal teams functionality, approvals workflows and draft editing, Social Pinpoint can be adapted to the unique needs and preferred operating model of your organization.

Configure the platform to run in small, centralized teams or operate fully distributed authorship models, to ensure your platform is in-sync with your existing governance structures.

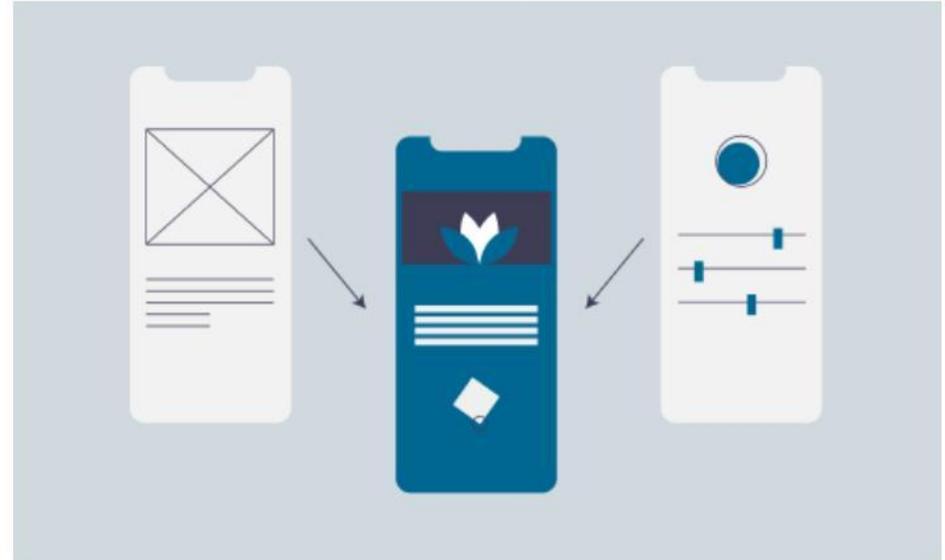


Online community building

At the center of Social Pinpoint lies people, and our community building features help you inspire people to join, collect information and keep people updated on the things that matter to them.

Converting your visitors into members will help you gain better insight into the needs of your community and simplify the communications process.

Send a range of automated and manual campaigns to your members to ‘close the loop’ on existing projects and promote upcoming engagement opportunities.

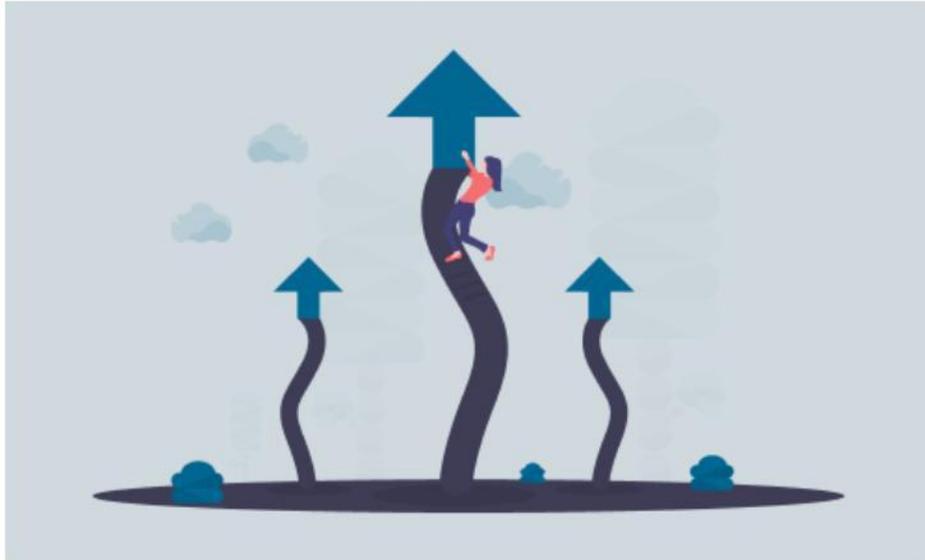


Superior design quality

When talking about public engagement, design matters. Without good design, your citizens will immediately switch off and you’ll be stuck engaging with the usual suspects, just in a different format.

The design quality and flexibility of Social Pinpoint is unparalleled helping you to create visually appealing, corporate-branded design outcomes.

The ability to customize the look and feel lets you shed the cookie-cutter templates and make Social Pinpoint your own.



Regular software updates

Subscription services such as Social Pinpoint should continually deliver value as long as you are a customer, not become stale and outdated over time.

While many of our competitors invest your money into sales and marketing activities, we invest back into the product to develop and release new features and tools that keep the product cutting-edge.



Expert support and advice

As makers of five digital engagement products and involvement in dozens of bespoke projects, we have accrued a wealth of knowledge and experience over a period of over 12 years.

Our approach is to share this knowledge and experience with you, to help you get the most out of the software and grow your capabilities. We also like to learn new things and hear ideas from our customers, and we seek your feedback and suggestions.

We also support you with responsive, knowledgeable and friendly technical support, to ensure things keep running smoothly.

Key Features

Here's a number of features we think you'll love. We build more every day and add them to the service to ensure it will always be at the cutting edge of technology.



Drag and drop interface

Social Pinpoint's in-page editing system means that users simply need to navigate to the page they want to edit, put it in 'edit mode' and use the intuitive drag and drop interface to add and move content around the page.

Even the most novice of users will find using this system a breeze.

Page versioning

All changes made to a page are saved as a separate page version providing a dynamic historical record of each page. This feature also allows users to work in drafts while another version is live, view and compare previous versions of a page, or even revert to an older page version.

Scheduled publishing

Content changes can be scheduled at a future time and date, making it possible to make things go live on time. Scheduling can be used to publish content for the next stage of engagement, or even to open and close engagement activities such as surveys.

Approvals workflows

Approval workflows let you distribute authorship across your organization while still maintaining oversight and quality assurance.

Users can be assigned content authoring rights without publishing rights, and must submit their changes to a designated 'approver' before their changes go live.

Project tagging

Tag up with your projects with categories and locations to help your users find engagements they're interested in.

Project Follow

Make it easy for users to subscribe to the projects they're interested in through the integrated, one-click follow button.

Easily notify your project 'followers' when news items or events are added to the project, saving you from having to develop separate comms to 'close the loop'.

New project notifications

A number of auto-notifications make it easy for you to simplify your comms.

Notify Members when new projects come online that match their interests, and start with an engaged audience out of the gate.

Data security and privacy

Site users will only be able to access the files, reports and data from the projects they are assigned to, ensuring information is kept private and confidential within your organization.

Flexible User Registration

A flexible user registration system lets you engage your community in the most appropriate way. Configure registration to be optional or mandatory, and add custom registration questions as needed.

Enable or disable on each participation tool for ultimate flexibility.

Dynamic User Roles

Control site user access by assigning them to a range of project-based user roles to control who can do what.

Available user roles include project author, project lead, facilitator, moderator and analyst to determine who has access, authoring and publishing rights.

24/7 Live, Human Moderation

Rest easy in knowing that all public contributions are moderated by us 24 hours a day, seven days a week. This ensures that your activities can be kept safe, respectful and on topic.

Dynamic Reporting

View a variety of web analytics to help you track both the reach and depth of your engagement. View project, project groups or sitewide reports and filter data and results by customisable date ranges to unlock deep insight.

Participation Apps

Participation tools are the core of Social Pinpoint, providing a range of dynamic and fun ways for your visitors to share data with you.

Embed the tools within high quality, attractive project websites to start engaging with your audience. Each tool provides a unique way to collect information and can be strategically selected for the unique needs of your project.

Here are the nine participation apps currently available in Social Pinpoint (click the link to see a demo of each tool in action).



[Social Map](#)

Collect information about places and spaces by getting your visitors to pin their comments and images on an interactive base map.



[Gather](#)

Have your users share their stories and ideas through attractive multimedia formats. Participants can add text, photos or videos to create attractively displayed stories for users.



[Fund It](#)

Involve people in budget-related decisions by getting them to spend their money by 'funding' items from a menu of potential projects, proposals and programs.



Visioner

Collect big and bold ideas or burning issues through this fun activity. Contributions get displayed as virtual 'post-it' notes and can be voted on by other visitors.



Forum

Build online discussions around topics and themes. Forums help you keep your online conversations organized and view key stats about how many people are participating.



Form

Create dynamic surveys and forms to conduct social research and seek feedback. Select from 14 question types, get detailed reports and automatically analyze results.



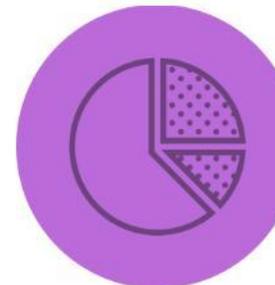
Question & Answer

Invite participants to ask questions to key decision-makers in an open and transparent way. Associate answers to nominated respondents.



Conversation

Stimulate online discussions anywhere on a site. Visitors can share comments via social media networks and upvote other user comments

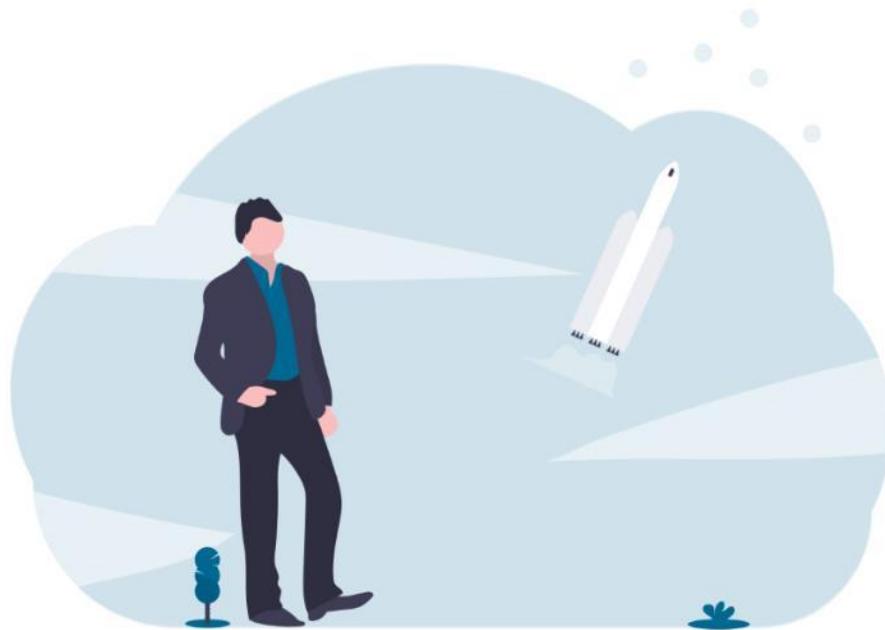


Quick Poll

Poll your audience to quickly gauge sentiment or gauge opinions on a critical issue.

B. Scope of Work

To deliver your brand new civic engagement platform, we will use our tried and tested approach to get you set up and ready for engagement on your project.



1. Inception workshop (week 1)

To get the process started, we will facilitate an online inception workshop with your team to work through key considerations of the software setup such as:

- understanding your organization's goals and aspirations relating to engagement
- determining key configurations for the software (e.g. user registration, teams, admins, etc).
- discussing potential brand and design options
- exploring potential possible governance models for operating the software
- reviewing operational considerations such as account management, helpdesk, Terms of Service and support policies

2. Theme design (week 2-3)

Social Pinpoint will assist you in professionally building your own design theme, or developing a custom design theme for your site.

Building your own theme will involve choosing from a menu of established design patterns, where the custom theme will allow you to create more bespoke components that match your unique branding requirements. Our web designers will work with you to establish design guidelines for your organization to ensure projects look consistent.

The theme will use your logo, custom web font (if freely available), and nominated color palette. Any design or branding guidelines should be supplied to us at this stage.

We will prepare static mockups of both the homepage and a typical project page to demonstrate the look and feel and layout on both desktop and mobile devices. We will send this to you for review and comment and have allowed for two iterations to be made to the theme, to ensure it suits your preferences and requirements.

3. Site setup and configuration (week 2-3)

Once the static design theme has been finalized, we will set up your own unique instance of Social Pinpoint in a 'staging environment'. This will include the design theme developed as part of task two along with any of the custom configurations identified in the Setup Checklist.

4. User training (week 3-5)

While the design process is underway, we will provide initial user training as described in the 'Support' section above.

All training and Progress Meetings will be conducted online.

5. User testing and acceptance (week 5-6)

Once the staging site has been set up, we will provide access to the site for you to review and test the product. At this stage, you

will be able to review the design theme to ensure it was translated from the static mockups correctly, verify site configurations, flag any bugs or technical issues, and start to populate the site's content in anticipation of the launch.

The date the platform is handed over to you will be considered the start of your subscription period.

6. Launch (week 6)

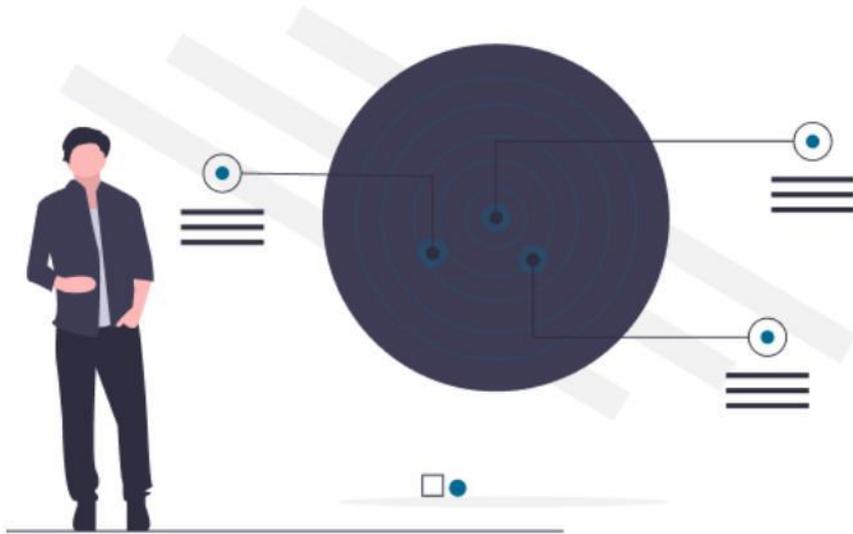
Once the staging site has been verified and accepted by you, we will give you a complimentary review and provide recommendations for improving your engagements. When ready, your site will be moved to the proper domain and launched at the nominated time and date!

7. Ongoing Support

Immediately after launch, we will closely monitor the site for the next couple of weeks to ensure everything is in working order and provide a bit of extra attention to make sure things are running smoothly on your end.

Following the launch, we will deliver a range of ongoing support in line with your subscription level. These support services are described in the 'Support Services' section of this proposal.

Support Services



Progress Meetings

Progress Meetings are our chance to assess the performance of your site, understand your issues and challenges, set goals for improving your practice and learn more about future upgrades to the software.

Your subscription will include 4 Progress Meetings per year.

Training

To ensure you can maximize your investment in the platform, and get the most out of its features and functionality, training is included in your subscription. These sessions will help ensure your users receive effective and expert advice and can be booked as needed.

Basic Training - Online

A hands-on training session for general users of the platform to cover the basics of using the system including adding and editing content, saving and publishing changes, moderating feedback, accessing reports, etc. Ideally booked in week 3, this is open to all potential users (max group size 25)

Advanced Training-Online

Following the Basic Training session described above, training will continue with a selected group of 'power users' who will in most cases be the key administrators of the site. This session will dive deeper into the platform, reviewing key tools, user management, moderation, team management, etc. Booked when needed and aimed at your Site Admins.

Your subscription will include two training sessions in year 1 (one basic, one advanced), and one training sessions per additional year customized to your needs.

We also provide a range of other training options that can help you build your practice and expand your skills.

Online Learning Center

Our online Learning Center provides a one-stop shop to access well-presented technical documentation, training materials, community webinars, how-tos, and either resources.

This resource will be available to all of your users and allow people to self-help.

Helpdesk

In addition to the training services and the online Learning Center, our team provides knowledgeable and responsive technical support if you encounter any issues.

Our support staff are part of our team, meaning you get help from friendly, passionate people with genuine product knowledge.

You can lodge a support ticket 24/7 and our customer support team will quickly report, providing a resolution to the issue, a workaround or scheduling a fix for major issues.

Customer Success Manager

To ensure you always have a person available to support you, a designated Customer Success Manager (CSM) will be assigned. Your CSM will help you:

- configure and navigate the software;
- reach your success goals and get the most out of your subscription;
- grow and develop your digital engagement practice, provide general advice and recommend potential strategies and techniques;
- direct you to appropriate resources and examples;
- conduct regular progress meetings with you to discuss your current challenges and feedback on the service;
- recommend other products and services as appropriate;
- answer any questions about your account and manage your renewals and invoicing.

C. Pricing Form

Description	Price per Year
Three Year Contract: Year 1	\$17,700 USD
Three Year Contract: Year 2	\$15,930 USD
Three Year Contract: Year 3	\$15,045 USD

Social Pinpoint Contact

For any questions you may have about this Scope of Work or the product, please contact:



Sophia Robison

Community Engagement Advocate

E: sophia@socialpinpoint.com

M: 919.345.4392

W: socialpinpoint.com



Melissa Hepburn

Digital Engagement Specialist

E: melissa@socialpinpoint.com

M: 214.762.9254

W: socialpinpoint.com

EXHIBIT B

PRIVACY POLICY

Whatcom Transportation Authority ("WTA") has adopted this Privacy Policy ("Policy") in order to explain to users of an online social engagement platform (Platform") about the type of information that may be collected, and how this information will be handled by WTA. The Platform is owned and operated by WTA using software licensed from Social Pinpoint, Inc. For details of how Social Pinpoint, Inc. may access personal information, please refer to its Privacy Policy.

WTA is committed to protecting online users' privacy. WTA believes that protection of personal privacy on the Internet is its responsibility – to assure user confidence, increase participation in online activities, and support effective delivery of services. WTA intends to give you as much control as possible over your personal information. The purpose of this Policy is to inform you about the types of information WTA may gather when you visit its site, how it may use that information, whether it will disclose it to anyone, and the choices you have regarding WTA's use of, and your ability to correct, your information.

If you send us an electronic mail message with a question or comment that contains personal identification information or fill out an online engagement form, WTA will only use the personally identifiable information to respond to your request and analyze trends. WTA may redirect your message to another government agency who is in a better position to answer your question.

1. THE TYPES OF PERSONAL INFORMATION THAT MAY BE COLLECTED AND HOW THIS INFORMATION IS COLLECTED

A. Information Gathered From Any Visitor to the Site

When a user visits the Platform, WTA may collect certain information about your device, including information about your web browser, IP address, time zone, and some of the cookies that are installed on your device. Additionally, as you browse the Platform, WTA may collect information about the individual pages that you view, what websites or search terms referred you to the Site, and information about how you interact with the Site. WTA refers to this automatically-collected information as "Device Information" and use Google Analytics to compile and organize this information into reports.

WTA may collect Device Information using a variety of technologies, including the following:

- "Cookies" are data files that are placed on your device or computer and often include an anonymous unique identifier. For more information about cookies, and how to disable cookies, visit <http://www.allaboutcookies.org>.
- "Log files" track actions occurring on the Site, and collect data including your IP address, browser type, Internet service provider, referring/exit pages, and date/time stamps.
- "Web beacons", "tags", and "pixels" are electronic files used to record information about how you browse the Site.

B. Potentially Personal Information

It is possible that some or all use of the Platform will be restricted to users who create an account, which may be based upon your email address and a chosen password. This information may constitute "Personal Information."

2. USE OF PERSONAL INFORMATION

WTA may use any Personal Information to - allow you and other users to access the Platform; communicate with you; internal record keeping; detect and rectify fraud or other behavior that violates any terms of use, comply with WTA contractual or legal obligations and resolve any disputes that WTA may have, conduct de-identified research, analytics and business development; improve WTA's Services, Software and the Platform; and as otherwise required or authorized by law.

3. HOW AND WITH WHOM WTA MAY SHARE YOUR PERSONAL INFORMATION

WTA may share Device Information with Google Analytics whose privacy policy is available at: <https://www.google.com/intl/en/policies/privacy/>. You can also opt-out of Google Analytics here: <https://tools.google.com/dlpage/gaoptout>.

WTA may also share your Personal Information to comply with applicable laws and regulations, to respond to a subpoena, search warrant or other lawful request for information we receive, or to otherwise protect WTA's rights.

4. WASHINGTON'S PUBLIC RECORDS ACT

WTA is a public municipality, and is therefore subject to the requirements of the Washington State Public Records Act, RCW Chapter 42.56 ("Act"). Information provided on the Platform is subject to disclosure under the Act, subject to exceptions that protect Personal Information.

5. HOW TO CONTACT WTA

For more information about WTA's privacy practices, if you have questions, or if you would like to make a complaint, or find out about how your personal information is being handled with third parties, or to change any of your personal information, please contact procurement@ridewta.com.

EXHIBIT C

TERMS OF USE

Please read these Terms of Use (Terms) carefully before using this WTA online social engagement platform ("Platform"). The content of the Platform is owned by WTA and operated by an independent contractor, and is used for WTA to provide information and to allow for interaction between the public and WTA. By accessing or using the Platform, you agree that you have read and understood, and, as a condition to your use of the Platform, you agree to be bound by agreement with WTA to follow and be subject to these Terms, including WTA's Privacy Policy, all applicable laws in connection with WTA's copyright, trademark and other intellectual property rights.

If you do not agree, you should not access or use this Platform.

Use of Information

WTA reserves the right, and you authorize WTA to use and/or assign any information you may provide when using the Platform consistent with WTA's Privacy Policy, and the Washington Public Records Act, RCW Chapter 42.56 ("PRA"). All remarks, suggestions, ideas, graphics, photographs, or other information communicated by You to WTA through the Platform (collectively, the "Submission") will forever be the property of WTA. WTA will not be required to treat any Submission as confidential, subject to the potential exclusion of disclosure as part of any record under the PRA. With regard to any information you provide to WTA, you agree and consent to WTA using, transferring to any WTA department or third party, and retaining such information as needed in conducting WTA's official business. Any information you provide to WTA may be subject to public disclosure in accordance with the PRA or other local state or federal laws, rules and/or regulations.

Changes

WTA, in its sole discretion, may modify these Terms, or add or remove to the Terms at any time and such modifications, additions or deletions will be effective immediately upon posting. WTA may change or discontinue any aspect, feature or service of the Platform at any time, temporarily or permanently, with or without notice.

Restrictions on Use

The content of the Platform is protected to the greatest extent allowed under copyright law. You may not publish, display, distribute or commercially exploit any of the content or material from any Platform without the prior written permission of WTA.

The Platform is the exclusive property of WTA or its independent contractor, and shall not be subject to use or association by any user.

Indemnification by User

You will defend, hold harmless and indemnify WTA against any claim, demand, suit, judgment or proceeding made or brought against WTA by a third party arising from any comments, information or data you place into the Platform, or your use of any service or content in breach of these Terms, or any claim of infringement or misappropriation of a third party's intellectual property rights or any other violation of any law or defamation (a "Claim Against WTA"). Such shall include the obligation to indemnify WTA from any damages, attorneys' fees and costs incurred by WTA as a result of, or for any amounts paid by WTA under a settlement of or judgment in, a Claim Against WTA.

Disclaimer of Warranty; Limitation of Liability

Situations may occur that disrupt service or cause inaccurate information to be posted on the Platform. The material presented on the Platform is not guaranteed as to accuracy, completeness, reliability, usefulness, or timeliness. Access to the Platform depends on a number of items, including Internet availability, communications networks, and computer equipment which are beyond the control of WTA and difficult to predict. The information on the Platform is not intended to constitute advice nor is it to be used as a substitute for specific advice from a professional. You should not act (or refrain from acting) based upon the information on the Platform without independently verifying the information and, as necessary, obtaining professional advice regarding your particular facts and circumstances. Those relying on information presented on the Platform do so at his/her own risk. All users assume the risk that the information provided may be incorrect, as well as the risk that any information or material downloaded may cause loss of data or damage to a user's computer, cell phone, tablets or other device. Neither WTA, nor any of its officials, employees or agents shall be liable for either the accuracy of any information on a Platform or any actions taken based on the information. WTA does not represent that the use of any information will not infringe privately owned rights.

All information on the Platform is provided "as is", "with all faults" and "as available" without warranty of any kind, either express or implied. WTA assumes no responsibility for errors or omissions in the information or other documents which are referenced by or linked to any Platform. To the fullest extent permissible under applicable law, under no circumstances, including, but not limited to, negligence, shall WTA, its officials and employees, or any contributor to any Platform be liable for any direct or indirect damages, even if both parties are aware of the possibility of such damages, including without limitation loss of profits or for any other incidental, special, consequential or exemplary damages, however caused, whether based upon contract, negligence, strict liability in tort, warranty, or any other legal theory, arising out of or related to your use of, or the inability to use, any Platform or its content. WTA is not responsible for or liable for any damage, including damage caused by viruses, to a user's computer, computer system, cell phone, tablets, other device or other property, during or on account of access or use of any Platform or any linked website. We welcome feedback on any Platform at ridewta.com, but provide no guarantee that feedback will result in site changes. If you are dissatisfied in any way with any of these terms of use, your sole and exclusive remedy is to discontinue use of the Platform.

Links to Other Sites and/or Materials

WTA may provide links to Internet sites and data maintained by third parties. These links are provided as a courtesy and convenience only. WTA does not operate or control any referenced or linked third party sites, and is not responsible for any content, availability or accuracy. Moreover, in no way should a link or reference to and external source be considered any form of endorsement by WTA. If you leave WTA's Apps for a third-party website or App, you do so at your own risk.

Privacy Policy

WTA, as a government entity, conducts public business and records related to the business of WTA are generally available for public review pursuant to the PRA.

In general, information collected from any user of a Platform will be used for the purpose for which it is provided. However, by accessing and using the Platform, a user agrees to the following conditions:

- **Conducting customer satisfaction surveys:** To gauge user satisfaction and improve the Platform, WTA may from time to time use information provided by a user to conduct brief customer satisfaction surveys.
- **Service analytics:** WTA may use de-identified information (information provided by a user with all personally identifying information removed) to analyze various aspects related to the Platform, including but not limited to, website performance statistics and customer service statistics.
- **Contact Us:** WTA may use Contact Us Forms located throughout Platform to allow users to contact WTA directly with any questions, comments, or requests. This information may be used to respond to questions, comments, and requests.

- **Email Registration:** Users may have the opportunity to subscribe to receive regular emails from WTA. When signing up for email a user may be asked to provide certain details, such as email address, name, country, and preferences. The information provided will be used to deliver emails. A user must unsubscribe if he/she no longer wishes to be a part of that email list.
- **Mobile Apps.** WTA may offer apps for mobile devices, including for phones and tablets. Full access to all the features within these applications and the Platform may require the creation of an account. Mobile apps may track information about what features of the app are used and usage patterns.

Platform Interactive Use Restrictions

The Platform may contain comments sections, discussion forums or other interactive features in which a user may participate. By engaging in such participation, a user agrees that he/she will not:

- Post any information that is illegal, harmful, abusive, defamatory, harassing, threatening, obscene, libelous, or racially, sexually, religiously otherwise objectionable and offensive or violates the legal rights of others;
- Misrepresent one's person, background, or character;
- Sell, advertise, or exchange any goods or services unless expressly allowed;
- Post any material that violates the intellectual property or proprietary rights of a third party;
- Interfere with any other person's right to privacy, including posting private, personal information about a third party without consent;
- Post any content that is off topic;
- Post content that violates any law, whether or not the violation is intentional.

Also, a user agrees to use any of WTA forums at his/her own risk.

Communications and/ or postings on any Platform may be moderated. Comments, posts, and communications that violate the above will be removed, and offending individuals may be denied future access.

Cookies

WTA websites use cookies to track information, including, but not limited to, information about pages viewed, frequency of visit, country of visit, and the user navigation around WTA websites. Most browsers allow a user to refuse to accept cookies and to delete cookies. The methods for doing so vary from browser to browser, and from version to version.

- WTA may use cookies when a user signs into an account. As long as a user stays signed into his/her account, this cookie will remain on the user's device, and removed upon signing out of an account.
- WTA may use cookies to track anonymous statistical information about use of its web site(s). This helps WTA know which areas of the site are most effective, the areas that may need improvement, and use this information to help inform how WTA can better serve users. WTA uses third parties to set these cookies. WTA does not use these cookies for any purpose other than stated.

Miscellaneous

These Terms and associated Privacy Policy constitute the entire agreement between a user of a Platform and WTA with respect to the subject matter hereof and supersedes all previous written or oral agreements, if any. These terms of use shall be construed in accordance with the laws of the State of Washington as well as with all federal law and regulations, without regard to its conflict of laws provisions. A user consents to the exclusive jurisdiction of the state of Washington Superior Court in Whatcom County, Washington for any disputes arising out of or related to these Terms and/or use of any Platform. The invalidity of any term or provision of these Terms will not affect the validity of any other term or provision. Waiver by WTA of strict performances of any provision of these Terms will not be a waiver of or prejudice WTA's right to require

strict performance of the same provision in the future or of any other provision of these Terms. No waiver by either party of any breach or default hereunder shall be deemed to be a waiver of any preceding or subsequent breach or default. The section headings used herein are for convenience only and shall not be given any legal import. Comments or questions about any Platform or the Terms should be directed to procurement@ridewta.com.

EXHIBIT D

DATA SHARING AGREEMENT

COMES NOW Whatcom Transportation Authority ("WTA"), a Washington Public Transportation Benefit Area ("WTA"), and Social Pinpoint ("Contractor") and enter this Data Sharing Agreement ("Agreement"), which shall govern Contractor's use, storage, and management of WTA's data and information. This Agreement is entered under the following agreed facts:

A. WTA and Contractor have entered an agreement, or Contractor has been selected as a vendor to provide services or goods to WTA under a purchase order;

B. In providing services and goods for WTA, Contractor may be provided or may be given access to WTA data, some of which may be subject to exceptions under Washington's Public Records Act, RCW Chapter 42.56, and otherwise considered to be appropriate for restrictions on use and disclosure.

C. The purpose of this Agreement is to provide the requirements and authorization for Contractor to have access to WTA information and to define the proper protocol and procedures to be used for the use, management, and retention of certain WTA information.

NOW THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the parties agree as follows:

1. DEFINITIONS

"Category 3 Data" means all information that is exempt from disclosure under the Washington State Public Records Act, RCW Chapter 42.56, including, but not limited to:

- a. personal information as defined in RCW 42.56.590 and RCW 19.255.10;
- b. information about public employees as defined in RCW 42.56.250;
- c. lists of individuals for commercial purposes as defined in RCW 42.56.070 (9);
- d. information about the infrastructure and security of computer and telecommunication networks as defined in RCW 42.56.420.

"Category 4 Data" means confidential information that requires special handling by statute or where serious consequences could arise from unauthorized disclosure, such as threats to health and safety or legal sanctions.

"Data" means and includes all electronic technology systems and services, automated information handling, system design and analysis, conversion of data, computer programming, information storage and retrieval, telecommunications, requisite system controls, simulation, electronic commerce, radio technologies, and all related interactions between people and machines. Data includes any of the above generated and provided by WTA, or created by Contractor as part of the services or goods.

"Data Access" refers to rights granted to Contractor, if any, to directly connect to WTA disparate datasets related to systems, networks, and /or applications with required information needed to implement these rights.

"Data Transmission" refers to the methods and technologies to be used to move a copy of the data between systems, networks, and/or employee workstations.

"Data Storage" refers to the state data when at rest. Data can be stored on offline devices, such as CDs or online on Contractor servers or Contractor employee workstations.

"Data Encryption" refers to ciphers, algorithms, or other encoding mechanisms that will encode

data to protect its confidentiality. Data encryption can be required during data transmission or data storage depending on the level of protection required for this data.

2. PERIOD OF AGREEMENT

This Agreement shall begin when Contractor enters a contract with WTA to provide services and goods, and shall extend until such underlying contract or vendor relationship is terminated and Contractor no longer has access to, or storage of, any WTA Data.

3. DATA ACCESS AND TRANSMISSION

To the extent that any Data needs to be accessed and transferred to Contractor, such will occur as follows: Enterprise datasets will be accessed through the application dashboard and API.

For manual transmission of datasets, N/A.

For electronic transmission of datasets, data will be accessed through the application dashboard and API.

4. DATA STORAGE AND HANDLING REQUIREMENTS

All Data shall be stored by Contractor in an encrypted form on a server with access limited to the least number of Contractor's staff needed to complete the purpose of providing the services or goods pursuant to the underlying contract.

5. DATA ENCRYPTION (If applicable)

All captured data is encrypted at rest.

6. INTENDED USE OF DATA

Any Data shall be used exclusively and only by Contractor for the purpose of providing the services or goods to WTA as called for within the underlying contract or purchase order.

7. SECURITY OF DATA

A. Data Protection

Contractor shall take due care and take reasonable precautions to protect Category 3 and Category 4 Data and meet or exceed the standards for data security and access controls to ensure the confidentiality, availability, and integrity of all data shared.

A. Data Security Technology Standards

Contractor will be responsible for providing data security technology standards that will ensure acceptable levels of security for the Data. These data security technology standards will include clear definitions outlining when and where Data should be encrypted and by what technologies.

B. IT Data Security Administration

Contractor will exchange documentation that outlines the Data security program components supporting this Agreement with WTA. This documentation will define all Data security methods and technology for each individual Data exchange to ensure compliance with this Agreement.

8. NON-DISCLOSURE OF DATA

Before receiving the Data, Contractor shall notify all authorized users in writing who will only have access to the Data subject to the following requirements:

A. Non-Disclosure of Data

1. Contractor's authorized users shall not disclose, in whole or in part, the Data to any individual or agency, unless this Agreement specifically authorizes the disclosure. Data may be disclosed only to persons and entities that have the need to use the Data to achieve the stated purposes of this Agreement.

2. Contractor's authorized users shall not access or use the data for any commercial or personal purpose.

1. Any exceptions to these limitations must be approved in writing by WTA.

A. Remedies for Unauthorized Disclosure of Information

In the event a Contractor authorized user fails to comply with any term of this Agreement, WTA shall have the right to take such action as it deems appropriate and as allowed by law, including, but not limited to, the right to obtain injunctive relief to prevent any further breach.

B. Employee Awareness of Use/Non-Disclosure Requirements

Contractor shall ensure that all of its employees, agents, and representatives with access to the Data are aware of the use and disclosure requirements of this Agreement and will advise new staff of the provisions of this Agreement. Contractor will provide an annual reminder to authorized users of these requirements.

9. OVERSIGHT

WTA shall have the right at any time to monitor, audit, and review activities and methods used by Contractor to implement this Agreement in order to assure compliance therewith, within the limits of its technical capabilities.

10. DISPUTE RESOLUTION, VENUE, AND ATTORNEYS' FEES

In the event that a dispute arises under this Agreement, the parties will first attempt to negotiate a mutually satisfactory solution. If the dispute cannot be resolved between the parties, any action to enforce or interpret this Agreement shall be commenced in the Superior Court for the State of Washington, Whatcom County.

11. GOVERNING LAW

This Agreement shall be interpreted and governed by the laws of the state of Washington.

Les Reardanz

Signed: Wednesday, March 22, 2023



**WHATCOM TRANSPORTATION
AUTHORITY**

By: Les Reardanz
Its: General Manager

CONTRACTOR

By: Jack Aird
Its: Financial Controller

EXHIBIT E

General Contract Terms & Conditions

Independent Contractor: An independent contractor relationship will be created by the Contract. The Parties will be acting in their individual, corporate or governmental capacities and not as agents, employees, partners, joint ventures, or associates of one another in performance of this Contract. 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.

Payments: Unless otherwise agreed by the Contractor and WTA, invoices will be paid thirty (30) days from receipt, and subject to WTA's acceptance of the invoiced work and receipt of any required deliverables, goods or services in conformity with the specifications under the Contract. Notwithstanding the above, WTA will adhere to any previously negotiated and agreed upon payment schedule that is memorialized and agreed to in writing and contained or incorporated in an executed contract, including any terms based upon negotiated milestones.

Taxes: 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.

Contract Modifications/Change Orders: No changes, modifications or amendments to the Contract, including these terms and conditions, prices, quantities, scope of work, or specifications otherwise negotiated or included as part of the Contract or solicitation shall be effective without a prior writing executed by the Parties. Oral changes or modifications are not permitted nor enforceable and will not be paid for by WTA. Only WTA's General Manager, or his/her designee, shall have the authority to alter, amend, modify, add, or waive any section or condition of the Contract on behalf of WTA.

Either party may initiate a change request that is reasonably within the general scope of the Contract. Such changes might include, but are not limited to: the method of operations, requirements for record keeping, and emergency service. WTA may add or delete items, services, or locations, provided such items, services, or locations could reasonably be related to those originally contracted items, services or locations and will not represent a significant increase or decrease in size or scope of the Contract. After receipt of a written change request from WTA, Contractor shall submit any request for equitable adjustment in the Contract Sum and or Contract Time of the Contract. Any requested adjustment in the Contract Sum must be consistent with the original price and relate to the original scope of work. Any request for adjustment of the Contract Time must be reasonable and demonstrate continued efficiency and productivity. Failure to agree to any adjustment shall be a dispute resolved through the Dispute Resolution clause; however, nothing shall excuse the Contractor from proceeding with the Work as agreed.

If the time of Contractor's performance is changed due to an act of Force Majeure or the fault or negligence of WTA or anyone for whose acts WTA is responsible, Contractor shall be entitled to make a request for an equitable adjustment in the Contract Time. No adjustment in the Contract Time shall be allowed to the extent Contractor's changed time of performance is due to the fault or negligence of Contractor, or anyone for whose acts Contractor is responsible.

If it is determined a change is necessary and immediately required to avoid causing undue harm to WTA or the public, the Project Manager, or designee may direct Contractor to proceed immediately with a Critical Directive Change or a Field Authority Change on a time and materials basis. A price proposal for the change must be submitted to the Project Manager and approved by WTA in writing no more than five (5) business days after the authorization is applicable.

Any Change Order to the Contract Sum shall constitute final settlement of all claims that Contractor may have against WTA. Under no circumstances shall WTA pay for indirect or consequential costs, including costs of delays, inconvenience, disruption of schedule, or loss of efficiency or productivity, related to any

Work whether covered or affected by the Change Order, or related to the events giving rise to the request for equitable adjustment to the Contract Sum.

If WTA and Contractor are unable to reach agreement on the terms of any change in the Work, including any adjustment in the Contract Sum or Contract Time, WTA shall provide Contractor with its final offer. If Contractor does not accept WTA's final offer within seven (7) calendar days, or the parties are otherwise unable to reach agreement, Contractor's only remedy shall be to file an appeal through the Dispute Resolution clause.

Supervision and Coordination: Contractor shall: 1) competently and efficiently, supervise and direct the implementation and completion of all Contract requirements specified herein; and 2) designate a representative for the Work under this Contract to which all communications given by WTA to the representative shall be binding on Contractor.

Service of Notice: All Contract notices, orders, directions, requests, waivers, and other communication must be in writing. Verbal notices will not be accepted. Notice is considered received within five (5) business days after issue. Notice may be given via fax, email, posted at the work site or mailed to the Contractor at the address provided in the Contract. If mailed, any form of communication will be deemed to have been given to and received by the Contractor five (5) business days after the postmark date.

Notice to WTA will be provided to:
ATTN: Procurement
4011 Bakerview Spur
Bellingham, WA 98226
procurement@ridewta.com
360-788-9332

Notice to Contractor shall be provided to:
ATTN: Jack Aird
600 N Broad St Ste 5 #2159
MIDDLETOWN DE 19709
accounts@socialpinpoint.com
800 469 0127

Suggestions to Contractor: Any plan or method of work suggested by either party, but not specified or required in writing under the Contract or confirmed through written change order, will be performed at the risk and responsibility of the Contractor. WTA assumes no liability for work performed outside the scope of the Work or a written and executed change order.

Safety Measures: All work under this Contract will be performed in a safe manner. The Contractor will be solely responsible for conditions of any job site, including safety of all persons and property during performance. This requirement will not be limited to normal working hours. The Contractor will exercise every precaution at all times for the prevention of accidents and the protection of people and property.

Compliance with Laws: Contractor and all subcontractors shall comply with all applicable federal, state, and local laws and regulations, including the Federal Occupational Safety and Health Act of 1970 (OSHA), the Washington Industrial Safety and Health Act of 1970 (WISHA), Washington State Department of Labor and Industries (WA-LNI) and the standards and regulations issued. WTA will not make adjustments for loss of time or disruption of work caused by any actions against the Contractor. If the Contract is financed with FTA assistance, it must comply with applicable federal requirements. Any applicable law or regulation change will apply to the Work as required.

Contractor shall give the notices required by law and comply with all laws, ordinances, rules and regulations pertaining to the conduct of the Work. Contractor shall be liable for violations of the law in connection with work it provides. If the Contractor observes that any applicable drawing, specification or other portions of the Work are contrary to any laws, ordinances, rules or regulations, WTA must be notified promptly in writing. WTA shall promptly review the matter and, if necessary, issue a change order or take any other action necessary to bring about compliance with the law, ordinance, rule or regulation in question. Contractor agrees not to perform Work known to be contrary to any laws, ordinances, rules or regulations.

Access to Records and Sites of Project Performance: All records prepared, generated or used by Contractor or its agents, employees and subcontractors (including, but not limited to information stored in any digital format, relating to the Contract are subject to being a "Public Record" under RCW Chapter 42.56, and therefore disclosable subject to a properly submitted public records request under this statute. In addition, as a recipient of state and federal funds, WTA agrees to provide, and require its Contractor and sub-contractors at each tier to provide, sufficient access to inspect and audit all books, records, accounts, reports, and job sites relating to the Work to the:

- a. U.S. Secretary of Transportation or the Secretary's duly authorized representatives;
- b. Comptroller General of the United States, and the Comptroller General's duly authorized representatives;
- c. Washington State Auditor's Office and their duly authorized representatives; and
- d. WTA, member agencies, and its Contractors.

Contractor and sub-contractors at each tier will maintain all books, data bases, records, accounts and reports relating to the services performed under the Contract for no less than seven (7) years after the date of Contract termination, expiration, or completion. In the event of litigation or settlement of claims arising from the performance of this Contract, in which case Contractor agrees to maintain all books, records, accounts and reports relating to the project until conclusion of all such litigation, appeals, claims or exceptions related thereto.

Licenses, Permits and Taxes: Contractor shall obtain all permits and licenses, pay all charges, fees and taxes, and give all notices necessary to perform the services called for under the Contract to WTA.

Civil Rights Requirements and Discrimination: Contractor shall not discriminate on the basis of race, religion, creed, color, national origin, gender, gender identity or expression, sexual orientation, marital status, sensory, mental, or physical disability, or other basis prohibited by local state, or federal law, unless based upon a bona fide occupational qualification in the performance of this Contract, or in any hiring or employment resulting from this Contract. 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.

Personal Liability: In no event shall any official, officer, employee, or agent of the WTA be personally liable or responsible for any term or condition of this Contract or statement whether expressed or implied, and Contractor waives any such claim that it may have arising from the Contract.

Assignment: This Contract may not be assigned by Contractor to a third party without the prior written consent of WTA which shall be in its sole discretion. A conveyance of more than fifty percent (50%) of the ownership interest in Contractor shall constitute an "assignment" which must be approved by WTA. In the event of an unauthorized assignment by Contractor, WTA may terminate the Contract for convenience as outlined herein. Involuntary assignment of the Contract due to bankruptcy or receiver appointment from Contractor's insolvency is considered breach of the Contract and subject to termination. WTA may assign the Contract without need for any consent of Contractor.

The grants, covenants, conditions and claims, rights, powers, privileges and liabilities obtained in the Contract Documents will transfer from the Contractor and WTA to their respective heirs, executors, administrators, successors and assigns.

Project Time Limit: All services shall be provided within negotiated time periods. Modifications to any time periods or the Contract Time will only be granted by WTA if Contractor is delayed by causes outside of its/his/her control, such as weather, nature, labor stoppages, or Force Majeure event. During periods when weather or other conditions are unfavorable for performing Work, the Contractor shall pursue only such portions of the Work that are not adversely impacted. No portions of the Work where acceptable quality or efficiency will be affected by unfavorable conditions shall be performed while those conditions exist.

If work falls ten (10) calendar days or more behind the accepted schedule, Contractor agrees to take all reasonable actions, including some or all of the following, to return the project to the accepted schedule:

1. increase manpower in quantities and crafts;
2. increase the number of working hours per shift, shifts per working day, working days per week, or amount of equipment, or any combination thereof; or
3. reschedule activities.

If requested, Contractor will propose a schedule revision to WTA's Project Manager demonstrating a plan to make up the lag in progress, return the project to the accepted schedule and insure completion of the Work within the Contract Time. The schedule shall be adjusted upon a revised schedule only if approved by WTA in writing. All actions to return the project to the accepted schedule are at the Contractor's expense.

The Contractor shall pay all costs, expenses and fees, including attorneys' fees, incurred by WTA which result from the Contractor's action to return the project to its accepted schedule. Contractor agrees WTA may, in its discretion, deduct such charges from payments due the Contractor. It is further understood and agreed that monitoring, reviewing, and reporting project status and progress by WTA's Project Manager shall relieve the Contractor of responsibility for planning and managing work according to the original schedule.

If Contractor fails to work for more than seven (7) business days as called for under the Contract, and is not excused, WTA may terminate the Contract and complete the Contract on its own or through another contractor. In such event, Contractor shall be responsible for all expenses reasonably incurred by WTA in completing the Work, above and beyond the original Contract sum, and all legal, or other costs associated with the Contract termination.

Delays and Extensions of Time: Contractor waives claims for damages for any hindrance or delay in performing under the Contract, except those incurred for unreasonable delays caused by WTA.

WTA may, in its discretion, grant Contractor equivalent extensions of time caused by any hindrance or delay, under the following circumstances:

- Delay caused by any suit or other legal action by someone other than Contractor against WTA, unless the delay exceeds ninety (90) calendar days. In such instance, WTA may, upon written request of the Contractor, either negotiate a Contract termination or grant a further extension of time, whichever is in the best interest of WTA.

- Time lost due to inclement weather which could not have been reasonably anticipated by Contractor, but only subject to the approval of WTA. Delays due to weather conditions which are not abnormal (precipitation as rain, hail, or snow, low temperature, a windstorm, ice, snow, and other weather conditions that could reasonably have been anticipated from the National Weather Service historical records of the general locality of the Work) shall not be regarded as unavoidable as the Contractor agrees to plan his work with prudent allowances for potential interference by normal weather conditions.

- Should abnormal conditions prevent the work from beginning at the usual starting time or prevent the Contractor from proceeding with seventy-five percent (75%) of the normal labor and equipment force for a period of at least five (5) hours per day, and the crew is dismissed as a result, they will not be charged for a working day.

- Time lost due to a strike, fire, flood, a natural disaster, or events which are unavoidable, not the fault of or are beyond the control of the Contractor.

It is understood and agreed by the Contractor and WTA that extensions due to unavoidable delays will be granted only for delays involving controlling operations preventing project completion within the specified Contract Time. Except for WTA caused delays, the Contractor's only remedy for unavoidable delays shall be a request for an extension of time. If WTA later determines that there was an excusable reason for untimely performance, it may in its discretion allow Contractor to continue work under a new performance schedule or terminate for convenience.

WTA may grant an extension of time if an extension is in WTA's best interest. A condition for granting any such extension shall be Contractor's payment of WTA's actual costs, damages and fees (including but not

limited to attorneys' fees) incurred because of the delay and/or extension, including, but not limited to, charges for engineering, staffing, inspection, general supervision, and overhead incurred during the extension.

Force Majeure

a. No Liability. Neither party will be liable for performance delays nor for non-performance due to causes that were not reasonably foreseeable, unavoidable and (a "Force Majeure") beyond its/his/her reasonable control, except for payment obligations, for services or goods previously received by WTA.

b. Best Efforts to Cure. In the event of a threatened default or default caused by a Force Majeure, the defaulting party shall nonetheless exercise its/his/her best efforts to avoid and cure such default.

c. Right to Terminate. In the event that a Force Majeure prevents performance thereunder for a period in excess of ninety (90) calendar days, then the non-defaulting party may elect to terminate this Contract and/or cancel or suspend any Purchase Orders thereunder by a written notice to the defaulting party.

For purposes of this Agreement, a Force Majeure shall be an event that prevents the Contractor from proceeding with at least seventy-five percent (75%) of its normal labor and equipment force for at least five (5) hours per day toward completion of any current controlling item on an accepted critical path schedule, and such was outside the control of the Contractor. Such causes include, but are not limited to, war, riot, government action, act of God or public enemy, damage to or destruction of facilities, strike, a labor dispute, plague, pandemic, epidemic, or apocalypse.

Suspension of Contract: WTA may, at any time and without cause, suspend the Contract or any portion thereof for a period of not more than thirty (30) calendar days by written notice to the Contractor. Contractor shall resume performance within fifteen (15) calendar days of written notice from WTA. If WTA suspends all or part of this Contract, WTA understands that they are not entitled to a refund of any prepaid amounts since such charges are made in consideration of making the Contractor's services available for the entire Term of Contract.

Termination for Convenience: WTA may terminate all or part of this Contract by providing written notice, when in WTA's best interest. In such case, Contractor shall deliver to WTA any goods and/or work completed, and equipment or property of WTA. Contractor will invoice WTA for services provided prior to termination, or goods accepted by WTA, within thirty (30) days of receiving notice of termination for convenience and shall be entitled to the Contract price for such accepted services or accepted goods. WTA reserves the right not to pay invoices submitted past thirty (30) calendar days. If WTA terminates all or part of this Contract, WTA understands that they are not entitled to a refund of any prepaid amounts since such charges are made in consideration of making the Contractor's services available for the entire Term of Contract.

Notice of Breach of Contract: The parties will immediately notify one another in writing once the notifying party becomes aware of any breach of this Contract, or commission of an error or omission. Any work done by Contractor after such discovery and before an acceptable remedy has been bilaterally agreed on and documented as a Change Order as outlined above will be done at the Contractor's risk and with no obligation by WTA to pay for any services or products provided.

Opportunity to Cure: Where Contractor has breached this Contract, WTA may, in its sole discretion, allow Contractor up to thirty (30) calendar days to cure the breach, unless another timeframe is otherwise 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.

Default: If Contractor breaches any term of the Contract and fails to cure such breach within any cure period that WTA may allow, WTA may terminate this Contract for default by providing three (3) days written notice to Contractor. Contractor may invoice WTA for goods and services provided and accepted by WTA prior to termination at the Contracted price. WTA reserves the right not to pay invoices submitted past thirty (30) 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 goods or services from another provider, attorneys' fees, and/or recovery of its damages, attorneys' fees and costs from Contractor or other administration costs as necessary.

If WTA later determines that there was an excusable reason for Contractor's breach, it may in its discretion allow Contractor to continue work under a new performance schedule or terminate for convenience.

Dispute Resolution: Contractor must recognize the following procedures in terms of any dispute relating to the interpretation, enforcement or alleged breach of the Contract by WTA:

1. WTA Administrative Review. Contractor must first submit a request for administrative review of the dispute to the WTA Project Manager, who shall determine whether the request is within his/her authority, and if so, whether to grant Contractor's relief. If Contractor is not satisfied with the Project Manager's decision, then it/he/she shall submit a request for administrative review of the dispute to the WTA Procurement within ten (10) business days following the decision of the Project Manager. Procurement shall determine whether the request is within his/her authority, and if so, whether to grant Contractor's relief.

If Contractor is not satisfied with Procurement's decision, then it/he/she may submit a request for administrative review of the dispute to the Finance Director or Designee within ten (10) business days after receipt of the decision of Procurement. The request to the Finance Director may be made via certified mail, facsimile, or email and will be considered received within three (3) business days of the post mark or send date. Such notice shall include a detailed account of the legal and factual grounds of the protest, all relevant documents, and the Contractor's desired outcome. The Finance Director will provide a written determination within sixty (60) business days of notification unless a resolution is time sensitive in which case a decision will be made within ten (10) business days. If a written decision is not provided within sixty (60) business days or a period agreed upon by the parties, then the Contractor's claim shall be deemed denied by WTA's Finance Director. If Contractor is dissatisfied with the Finance Director's decision, then Contractor shall file an appeal to WTA's General Manager within ten (10) business days of receipt of the decision from the Finance Director. The General Manager will make a written determination to the Contractor that shall be final and conclusive within thirty (30) business days. If a written decision is not provided within thirty (30) business days or a period agreed upon by the parties, then the Contractor's claim shall be deemed denied by WTA's General Manager. The General Manager's decision will be considered the final decision of the Administrative Review.

2. Mandatory Mediation. If Contractor is dissatisfied with the General Manager's decision, then it/he/she may submit a Notice of Intent to Mediate to WTA within thirty (30) calendar days following receipt of the General Manager's decision. The parties shall mutually agree upon a mediator and conduct a good faith mediation to occur in Bellingham, Washington. If the parties cannot agree on a mediator, then Contractor shall commence an action within the Superior Court of the State of Washington to seek appointment of a mediator. Such action shall be at Contractor's expense. Such mediation shall occur on a date mutually agreeable to the parties, but no later than sixty (60) days following receipt of Contractor's Notice of Intent to Mediate.

3. Arbitration. Any action to interpret, enforce or for an alleged breach of the Contract shall be subject to binding arbitration to occur in Bellingham, Washington, pursuant to the American Arbitration Association's ("AAA") Construction Industry Arbitration Rules if the Contract is for construction services, or AAA's Commercial Arbitration Rules in all other cases. Either party may institute such proceeding by providing a Notice of Intent to Arbitrate, or pursuant to RCW Chapter 7.04A. Any arbitration ruling shall be final and may be memorialized as a judgment or challenged under the procedures of RCW Chapter 7.04A. The parties shall equally split the cost of the arbitration, including the arbitrator's fees. The arbitrator shall have the authority to award the prevailing party its/his/her portion of arbitration costs and fees as part of any final ruling.

4. Contractor's Conditions to Commence Arbitration and Limitation of Action. Any arbitration by Contractor against WTA shall be conditioned upon its/his/her presentment and participation in a WTA administrative review process, and mediation. Contractor shall commence any arbitration proceeding within the applicable statute of limitations. Notwithstanding the above, WTA agrees that any applicable

period of limitations within which the arbitration must be commenced shall be tolled during any administrative procedure process and for ten (10) business days following any mediation, so long as Contractor submits a request for administrative review to the Project Manager of the dispute prior to expiration of the applicable statute of limitations and timely submits a Notice of Intent to Mediate.

5. Contractor's Obligation to Continue Work. Pending final decision of any administrative review, mediation or arbitration, Contractor shall proceed diligently with the performance of the Contract, unless WTA, in its discretion, terminates the Contract.

No Waiver of Rights by WTA: WTA's failure to immediately enforce any of its rights shall not be a waiver of its rights to seek enforcement of such right, or to enforce any other rights or remedy under the Contract for any other breach by Contractor.

Applicable Law, Jurisdiction Venue, and Attorneys' Fees: This Contract is executed and governed in interpretation and performance by the laws of the State of Washington. Any action to enforce the Contract shall be filed in the Superior Court for the State of Washington, Whatcom County, and Contractor waives any objection to the jurisdiction and venue of this Court. In any action to enforce or interpret this Contract, the prevailing party shall be entitled to recover, in addition to all other remedies, its reasonable attorneys' fees and costs incurred.

Severability: If any portion of this Contract is legally unenforceable or invalid, that portion may be renegotiated by the parties. The remaining portions of the Contract shall remain in full force and effect.

Joint Venture and Partnering: In the event the Contractor is a partnership or joint venture of two (2) or more people or entities, each partner and/or joint venture party shall be jointly and severally liable for all grants, covenants, provisos and claims, rights, powers, privileges, and liabilities of the Contract. Notice given by WTA under this Contract given to one partner or joint venture partner shall be deemed notice to all partners and/or joint venture partners. WTA bears no responsibility for notifying all partners or joint venture partners.

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.

Warranties & Guarantees: Contractor guarantees that goods and services will meet all specification requirements. Goods and services provided by Contractor will be warrantied for a minimum of (1) year after final acceptance of the Work or the date of possession unless agreed upon otherwise.

Contractor shall, upon the receipt of notice in writing from WTA, promptly correct any defective work or replace defective goods. If the defect cannot be corrected, or if the corrected work or good has been rejected by WTA, the Contractor shall promptly remove it and replace it with non-defective work or goods at no cost to WTA. WTA is hereby authorized to make such corrections if, ten (10) business days after giving of such notice to the Contractor, the Contractor has failed to make or undertake the corrections or removal/replacement with due diligence. In case of an emergency where, in the opinion of the General Manager, delay could cause serious loss or damage to WTA property, staff, or the public, corrections or replacements may be made prior to or concurrent with notice being sent to the Contractor. All fees, costs and expenses in connection with such corrections or replacement, including costs for professional services, will be charged to the Contractor. For the corrected or replaced defect, this guarantee shall be extended for a period equal to the time of correction or replacement.

No material, supplies, equipment, or items shall be purchased by Contractor subject to any chattel mortgage, conditional sale, or other agreement by which an interest or in any part is retained by the seller or supplier. Contractor shall warrant good title to all materials, supplies, equipment and items installed or incorporated in the Work. Upon completion, Contractor shall deliver the same, together with all improvements and accessories constructed or placed free from any claims, liens, or charges. Neither the

Contractor, subcontractors, nor any person, firm, or corporation furnishing any material or labor covered by this Contract shall record, assert, claim or place any lien against WTA or upon any real or personal property, improvement or accessory of WTA. Nothing, however, shall prevent persons furnishing materials or labor to recover funds under any bond given by the Contractor for the claiming party's protection or any rights under any law permitting recovery against an issued bond. The provisions of this paragraph shall be made a part of all subcontracts and material contracts including goods or services when no formal contract is entered into.

All work, services and materials furnished under this Contract are subject to all warranties or guarantees arising by operation of law and shall conform to the requirements herein, including any manufacturer's warranty. Contractor shall furnish to WTA any guaranty or warranty furnished as a normal trade practice in connection with the Contractor's purchase of any goods and services; provided such guaranty or warranty shall be in addition to those specific requirements for particular materials or work items indicated elsewhere in the Contract Documents.

Contractor warrants to WTA as follows in association with the services or goods to be provided:

- a. Contractor and all of its/his/her employees and subcontractors shall be knowledgeable and have proper training to provide the proposed services or goods, and will safely operate any and all equipment associated with the Work;
- 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 the services or goods; and
- d. all services or goods provided by Contractor and subcontractors to WTA shall be in conformity with all specifications, terms and conditions of the Contract Documents.

Contractor warrants to WTA that it has the right and all necessary licenses to provide the services or goods and that such services or goods will be of the highest quality; free from liens, infringements and defects, be in conformance with the Contract Documents. In addition to any other obligation to indemnify, defend and hold harmless, Contractor will save and hold WTA harmless, defend and indemnify WTA from all loss, damage, and expense due to liens or adverse claims against WTA for all goods and services provided under the Contract. All services or goods not so conforming to these standards shall be considered deficient. Such duty to defend, indemnify and hold harmless WTA shall extend to any claim made by an employee of Contractor, and to this limited extent, Contractor waives any exclusivity protection provided by the Industrial Insurance Act, RCW Title 51.

Indemnification/Hold Harmless: 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 arising out of: (a) Contractor's goods or services provided to WTA; (b) actions or business operations of Contractor, its/his/her 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 Contract, or for any breach of the Contract; (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. Contractor will defend itself at its own expense in any lawsuit. 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 any 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.

The Contractor's liability, and/or duty to indemnify, hold harmless or defend shall not be dependent upon whether or not such damage or injury is caused by Contractor negligence, or whether or not such damage or injury is caused by the inherent nature of the services provided.

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, 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.

No Limitations on Contractor Liability: Contractor shall be liable for damages and injury to persons caused by Contractor's performance of this Contract or providing of services or goods to WTA. Contractor shall be liable for any and all damages and injuries suffered by WTA for any breach by Contractor of this Contract, including, but not limited to consequential or incidental damages. Under no circumstances shall there be any limitation on Contractor's liability, or cap on the amount of any damages recoverable against Contractor for any breach of this Contract (WA State Constitution, Article VIII, Section 7 "Credit Not to be Loaned").

Public Records Obligations: WTA complies with RCW Chapter 42.56. This Contract and any other documents relating to this Contract or services or goods provided by Contractor will be disclosed if a Public Disclosure Request (PDR) is submitted. Under no circumstances shall there be any "confidentiality" obligation imposed against WTA. If WTA receives any PDR that includes a request for all or a portion of this Contract or any documents relating to the Contract or services or goods provided by Contractor, WTA is required to comply with this request under RCW Chapter 42.56, subject to any exception that may apply to WTA. Nonetheless, any information provided by Contractor labeled "Confidential" or "Proprietary" but does not, in WTA's opinion, fall into an exception from public disclosure, will be initially 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 labeled materials pursuant to the PDR, subject to any court order or injunction that Contractor may obtain.

Contractor shall reimburse to WTA all costs and attorneys' fees WTA incurs in any legal action instigated by Contractor or arising from dealing with Contractor's labeling of any documents as "Confidential" or "Proprietary."