

AGREEMENT FOR AUTOMATIC PASSENGER COUNTING DEVICES

This AGREEMENT FOR AUTOMATIC PASSENGER COUNTING DEVICES (“Agreement”) is made this 3 day of September, 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, Washington 98226, (“WTA”) and Clever Devices Ltd, a New York corporation with its principal place of business at 300 Crossways Park Drive, Woodbury, N 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, the Irma Matrix Automatic Passenger Counting Device manufactured by Iris GMBH (“Product”).
- D. WTA desires to purchase 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. This Contract shall include the following documents, all of which are hereby incorporated by reference. Except as otherwise provided, in the event of any conflict, this Agreement shall control, and otherwise the following documents should be used for clarification in the order listed. If there are multiple Contract Amendments, the most recent amendment shall have the highest precedence and the oldest amendment shall have the lowest precedence.
 - a. This Agreement dated 9/3/2024
 - b. Exhibit A – Clever Proposal
 - c. Exhibit B – Clever Insights ICD
 - d. Exhibit C – System Requirements
 - e. Exhibit D – Project Milestones
 - f. Exhibit E – Pricing
 - g. Exhibit F – Project Schedule
- F. CONTRACTOR agrees to sell and install the Products, and provide such other services as set out herein, including in conformity with referenced portions of CONTRACTOR’ SOW Proposed to WTA for Clever Insights and Iris APC Sensors which is attached hereto and incorporated herein by reference as Exhibit A (“Clever Proposal”).

FOR VALUABLE CONSIDERATION, receipt of which is confirmed, the parties agree as follows:

- 1. Products and CONTRACTOR Installation
 - a. Products

CONTRACTOR shall provide WTA with Products for installation on a total of sixty-three (63) WTA buses to be designated by WTA (“WTA Buses”), plus an additional fifteen (15) complete sets of spares (“Spare Product”). The particular components comprising the Products includes the following:

- Onboard APC Hardware – 126 Units
- APC Central System – 1 Unit
- Integration with CAD/AVL and Central System – 1 Unit

The Spare Product shall include those items set out in the Clever Proposal, p. 6, § 2.1.3.

Clever represents and warrants that the Products will meet the standards and function as set out in the Clever Proposal, pp. 4-6, §§ 2.1, 2.1.1 and 2.1.2.

b. Installation and Testing of Products

By the Completion Date, CONTRACTOR shall install, configure, integrate, and test the Products in the WTA Buses, in a manner that results in the Products being fully functioning, configured and integrated with WTA's existing systems, and operating in compliance with Paragraphs 3, 4 and 5 of this Agreement ("Installation Work"). Such Installation Work shall include the following by the CONTRACTOR:

- Installing and integrating IRIS APC equipment onto the WTA Buses (including material & labor) plus deploying CleverInsights software and setting up hosted environment for SaaS solution.
- Ensuring that the configurations are set properly.
- Providing Project Management including remote meetings (such as Kickoff Meeting, Requirements Review, and Design Review).
- Providing training to get WTA up to speed quickly.
- Performing System Acceptance Testing onsite (2 days).
- New data processing, configuration and schedule load.
- Provide time to build the historical data and / or load vehicle files to build the data after results have been compared.

c. WTA Responsibilities

WTA shall be responsible to undertake the following actions as part of Product Installation Work:

- Assure the WTA Buses are fully functional and ready for vehicle installation. During the onboard installations, CONTRACTOR will document and provide written notice of any deficiencies found on any onboard subsystems that may affect the project schedule and/or the onboard changes executed by CONTRACTOR. WTA will resolve the issues identified and notify CONTRACTOR in a timely manner. If desired, and spares available as needed, CONTRACTOR can make the necessary ITS system repair on Time & Material basis.
- Participate in Project Management meetings and Training
- Provide Disruption Management Relay Server - As WTA utilizes Disruption Management,
- CONTRACTOR requires a relay application installed on premise with CAD to relay the changes into the cloud. Provide server as necessary.
- Provide server for AVM Web Server.

2. CAD Integration

As part of the Installation Work, the Products will provide Real-Time passenger counts for both internal use and public use via WTA's existing CleverCAD application ("CAD Integration").

3. NTD Certification Services

As a public transit agency that receives funding from the United States Federal Transit Administration, WTA is obligated to participate in FTA's National Transit Database (NTD) which is the repository of data about the financial, operating and asset conditions of American transit systems. The Products are being installed by WTA to secure information and data to provide to NTD, which will require a NTD certification.

As additional consideration under the Agreement, CONTRACTOR shall provide those services set out in the Clever Proposal, pp. 29-31, §§2.2.5-2.2.5.4 to provide Software as a Service ("SaaS") and assist WTA to secure NTD certification. (collectively "NTD Certification Services").

a. CONTRACTOR Responsibility

CONTRACTOR's responsibility in association with the NTD Certification Services and CAD Integration shall include the following:

- Provide a Federal Transit Administration (FTA) compliant report for certification within the responsibilities outlined in this SOW for all vehicles with APCs.
- APC Certification (also referred to as APC benchmarking) as per the latest FTA National Transit Database (NTD) Policy Manual guidelines regarding APC benchmarking.
- Provide a report that includes all the elements listed in the FTA APC Benchmarking Checklist.
- Develop a Sampling Plan for manual survey of ridership based on FTA guidelines clearly outlining the number of trips to be surveyed by WTA.
- Train the surveyors on manual surveys.
- Clearly identify the trips WTA is required to survey including details for the trips surveyed such as: Block number, Trip start time and Date.
- Provide the CleverInsights Manual Checker Module for surveyors for recording manual collected data through an agency provided tablet.
- Assist WTA in addressing comments received from FTA.
- Provide a step-by-step procedure (Benchmarking Guide) for APC certification in order to allow WTA to independently complete future benchmarking.

b. WTA Responsibility

WTA's responsibility in association with the CAD Integration shall include the following:

- Participate in Project Management meetings, training and reviews of data processing rules.
- Conduct manual checker surveys, entering the APC checker data/surveys into the CleverInsights application as specified by CONTRACTOR's sampling plan.
- Jointly work with CONTRACTOR in review and approval of business rules, settings, and methodologies in a timely manner.
- Provide previous NTD statistics.
- Review and provide comments of NTD report.
- Submit final NTD report.
- Independently complete the benchmarking for the next mandatory year.

4. Features, Reports and Qualities of Installed Products

CONTRACTOR warrants and represents that once installed, the Products and associated system shall meet the performance specifications, provide the reports and otherwise operate as set out in the Clever Proposal, pp. 8-29, §§ 2.2-2.2.4.8.

5. Data Flow

CONTRACTOR warrants and represents that once installed, the Products and system will process data as set out in the Clever Proposal, pp. 6-7, § 2.1.4 and that information can be retrieved pursuant to the Clever Insights ICD-Exhibit B, which is attached hereto and incorporated by reference.

6. Schedule

Project schedule will be subject to WTA approval during project kick-off, but shall not extend beyond December 31st 2025. Preliminary schedule is set out in Exhibit F.

7. Consideration for Products and Services

Pricing for the Products, Spare Products, and all services to be provided by CONTRACTOR in association with the Agreement set out in Exhibit E- Pricing.

a. Task Orders and Milestone Payments

Payments will be paid per milestones set out in Exhibit D – Project Milestones, which is attached hereto and incorporated by reference.

b. 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 five percent (5%) retainage which is to be released upon System Acceptance. All amounts due and owing shall be paid net thirty (30) days of receipt of an invoice from CONTRACTOR.

8. Warranties

a. General Warranties

CONTRACTOR warrants and represents that: (a) CONTRACTOR and all its employees and sub-contractors 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 Products, services, training and other consideration provided by CONTRACTOR under this Agreement and subcontractors to WTA shall be in conformity with all specifications, terms and conditions of this Agreement.

b. Warranties on Products

All Products shall be subject to the benefit of any warranty provided by a third-party manufacturer, and further subject to the warranties set out in Exhibit A, pp. 37-38, section 4.1.3) and Exhibit C, which are attached hereto and incorporated by reference. Exhibit C takes precedence over the warranty terms in Exhibit A. Such warranties shall extend to the services provided by CONTRACTOR under this Agreement.

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 giving notice to the CONTRACTOR, it has failed to make or undertake the corrections or provide confirmation that replacement Product would be provided in conformity with the warranty.

9. Term of Agreement

This Agreement, shall continue from the Effective Date until December 31, 2025 ("Term").

10. 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.

11. 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
425-444-8202

12. 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
dthomas@cleverdevices.com
425-444-8202

13. Title to Products

Title to the Products and Spare Products shall pass to WTA when delivered, installed and accepted by WTA.

14. 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 Products if this has not occurred at the time the Agreement is terminated. CONTRACTOR shall invoice WTA for any Products 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 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, attorneys' fees, and/or recovery of its damages, attorneys' fees and costs from Contractor or other administration costs as necessary.

15. 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.

16. 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.

17. 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 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 sub-contractors 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 the services provided by CONTRACTOR under this Agreement.

18. 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.

19. 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 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.

20. 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.

21. 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.

22. 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.

23. Compliance with Laws

CONTRACTOR shall comply with all Federal, State and local laws, rules, regulations and orders applicable to the services and Product 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.

24. 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.

25. Governing Law

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

26. 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.

27. 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.

28. 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

29. 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.

30. 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.

31. 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 8, 14, 15, 17, 18, and 19.

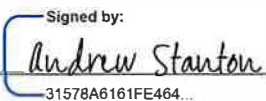
FULLY EXECUTED this 3 day of September, 2024.

WTA:



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

CLEVER DEVICES, LTD:

Signed by:

31578A6161FE464...

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

EXHIBIT A
Clever Proposal
Exhibit B
Clever Insights ICD
Exhibit C
System Requirements
Exhibit D
Project Milestones
Exhibit E
Pricing
Exhibit F
Project Schedule