

DIGITAL SIGNAGE CLOUD HOSTING AND LICENSING SERVICE AGREEMENT

Between Way Sine LLC and Whatcom Transportation Authority (WTA)

This Service Agreement ("Agreement") is entered into as of **March 26, 2026**, by and between:

Way Sine LLC, a limited liability company organized under the laws of the State of Hawaii, with principal offices located at **98-025 Hekaha Street, Unit 7, Aiea, HI 96701** ("Provider"),

and

Whatcom Transportation Authority (WTA), a public transit agency with principal offices located at **4011 Bakerview Spur, Bellingham, WA 98226** ("Client").

1. Purpose

This Agreement sets forth the terms and conditions under which the Provider will provide cloud hosting services, software licensing, and technical support for the Client's digital signage systems supplied by the Provider.

2. Services Provided

Provider shall provide the following services to the Client:

- Cloud Hosting: Secure, remote hosting of digital signage management software, including uptime monitoring, data storage, and access management.
- Software Licensing: License to use Way Sine's proprietary content management and signage control software. User Access: Admin-level and user-level login credentials to manage signage content.
- Support Services: Technical support, software updates, and troubleshooting during the term.

Optional – Additional Hardware:

- New Hardware: Client may purchase new hardware from Provider per the current price sheet, which is reviewed annually. Prices shall not increase more than five percent (5%) year-over-year.
- Replacement Hardware: Client may purchase replacement hardware and components from Provider as needed.
- Refurbished Hardware: Where feasible, Provider may offer refurbished hardware at a discounted rate, quoted at the time of request based on refurbishment scope.

3. Service Level Agreement (SLA)

- Uptime Guarantee: 99.5% per calendar month, excluding scheduled maintenance.
- Response Times: Critical issues: 4 business hours; Major issues: 1 business day; Minor issues: 2 business days.
- Maintenance Notifications: Provider will notify Client at least 48 hours in advance of any scheduled maintenance.

4. License Terms

- Provider grants Client a non-exclusive, non-transferable, revocable license to use the software during the term of this Agreement.
- License use is limited to signage systems owned or operated by the Client.
- Clients shall not reverse-engineer, reproduce, modify, or distribute the software.

5. Term and Termination

- Initial Term: One (1) year from the Effective Date.
- Renewal: Automatically renews annually unless either party provides thirty (30) days' written notice prior to renewal.
- Termination for Cause: Either party may terminate this Agreement for material breach if not cured within thirty (30) days of written notice.

6. Fees and Payment

- Annual Hosting & Licensing Fee: \$240 dollars per device, invoiced annually in advance, or \$1,000 dollars per device for a five-year term, payable in advance.
- Payment Terms: Net 30 days from invoice date.
- Credit Card Payments: A 3.0% processing surcharge applies.
- No Surcharge: Cash, debit card, or check payments shall not incur any surcharge.
- Late Payment: If payment is not received within thirty (30) days of invoice, a 2% monthly interest penalty will be applied to the outstanding balance.

7. Data Ownership and Security

- All content and data uploaded by Client remain the property of the Client.
- Provider will maintain industry-standard security protocols to protect Client data, including encryption and regular data backups.

8. Intellectual Property

All intellectual property rights in the software, documentation, and related systems remain the exclusive property of the Provider. Nothing in this Agreement transfers ownership rights to the Client.

9. Confidentiality

Each party agrees to keep confidential any proprietary or non-public information disclosed during the term of this Agreement and to use such information solely for purposes of performing under this Agreement.

10. Limitation of Liability

Except for liability arising from gross negligence or willful misconduct, the total liability of either party shall not exceed the total fees paid by Client during the twelve (12) months preceding the claim.

11. Force Majeure

Neither party shall be liable for any failure or delay in performance due to causes beyond its reasonable control, including acts of nature, labor disputes, power outages, or network disruptions.

12. Governing Law

This Agreement shall be governed by and construed under the laws of the State of Hawaii, without regard to its conflict of laws provisions.

13. Entire Agreement

This Agreement constitutes the entire understanding between the parties and supersedes all prior or contemporaneous agreements, written or oral, regarding its subject matter.

14. Execution

This Agreement may be executed in counterparts and by electronic signature, each of which shall be deemed an original and all of which together shall constitute one and the same document.

Signatures

Provider: Way Sine LLC By:  Name: <u>Karl Chang</u> Title: <u>Managing Member</u> Date: <u>March 26, 2026</u>	Client: Whatcom Transportation Authority By:  Name: <u>Mary Chan</u> (210) Title: <u>Senior Transit Planner</u> Date: <u>4/20/2026</u>
---	---

Price Sheet

All pricing subject to project specific details and require formal quotation by Way Sine staff prior to issuance of purchase order.

AVAS

Product	Price
Way Sine - AVAS controller with LED Passenger Information Display	\$3200.00/device
Way Sine - AVAS controller without LED Passenger Information Display	\$2700.00/device
Way Sine - Additional Passenger Information Displays (AVAS controller required)	\$650.00/display
Way Sine - Annual server / maintenance fee	\$350.00/year/device
REI - 2 Channel Amplifier	\$300.00/device

Implementation duration and price to be determined on a per project basis.

Way Sine is responsible for installation and hardware during the deployment and implementation of Way Sine hardware as outlined on a project by project basis for manufacturers defects, Way Sine Technician installation defects, and or damage to Way Sine manufactured components during installation. In the event that 3rd parties conduct installation and implementation of Way Sine products, Way Sine retains responsibility for only manufacturer's defects and passes defects/damage due to installation to said 3rd party.

Infotainment

Product	Price
Way Sine - Infotainment controller with LED Passenger Information Display	\$3200.00/device
Way Sine - AVAS controller without LED Passenger Information Display	\$2700.00/device
Way Sine - Annual server / maintenance fee	\$450.00/year/device
REI - 2 Channel Amplifier	\$300.00/device

Below products are distributed 3rd party products, which are subject to manufacturer warranty, price changes and supply/lead times. Way Sine reserves the right to changes supply vendors at any time to best serve all parties.

On Bus LCD

Product	Price
21.5" SLIMLINE - Flat Mount or Ceiling	\$1920
23" SLIMLINE - Flat Mount or Ceiling	\$2160
27" BLK HOUSING - Flat Mount	\$2400
37" UltraWide monitor - Universal Rail mount	\$3960

Way Sine Wayside Signage

Below products are all manufactured by Way Sine and supported accordingly.

LED Signs	1 - 50	51-100
Pole Mount - Solar		
24" LED sign (With Security Lighting)	\$6,500	\$4,500
13" Epaper sign (With Security Lighting)	\$6,500	\$4,500
Shelter Mount - Solar / AC		
24"(1 X 25W solar panels or AC adapter)	\$6,500	\$4,500
40"(1 X 25W solar panels or AC adapter)	\$7,100	\$5,000
Double sided or double height		
4 X 24"(AC adapter)	\$7,800	\$5,500
4 X 40"(AC adapter)	\$8,520	\$6,000
E-ink	1 - 50	
13" Epaper sign (With Security Lighting)	\$6,500	\$4,500
E-ink Double high 13" display (solar panel or AC adapter)	\$7,650	\$5,500
E-ink 32" display (solar panel or AC adapter)	\$15,500	\$10,850
E-ink 42" display (solar panel or AC adapter)	\$18,000	\$12,600
Remotely monitored security lighting	\$1,980	\$1,580
Retrofit remotely monitored security lighting (controller only)	\$990	\$990
Annual Fees (per sign)		
50MB Cellular Data Plan	\$240	\$240

Way Side / On Street signage is designed to be installed onto existing poles or shelters. Minimum structural and wind load requirements must be upheld. Wind load requirements differ from state to state and are subject to the specific structure being mounted to and the given height and surface area involved. Professional engineer stamped wind load calculations can be obtained at an additional cost of \$1000 each per pole, state, and structure type.

Wayside Signage - LCD

Below products are distributed 3rd party products, which are subject to manufacturer warranty, price changes and supply/lead times. Way Sine reserves the right to change supply vendors at any time to best serve all parties.

Outdoor TV Pricing				
Way Sine Infotainment systems are \$2600/unit + \$360/unit/annually for licensing and service				
All displays include standard mounting hardware and shipping				
Size(inches)	Brightness(nits)	Durability	Mounting HW	Sale price
32	3000	Optically bonded	\$500.00	\$7,165.00
43	3000	Optically bonded	\$500.00	\$7,975.00
49	3000	Optically bonded	\$500.00	\$10,401.00
55	3000	Optically bonded	\$700.00	\$12,068.00
65	3000	Optically bonded	\$1,200.00	\$20,160.00
75	3000	Optically bonded	\$1,200.00	\$22,470.00