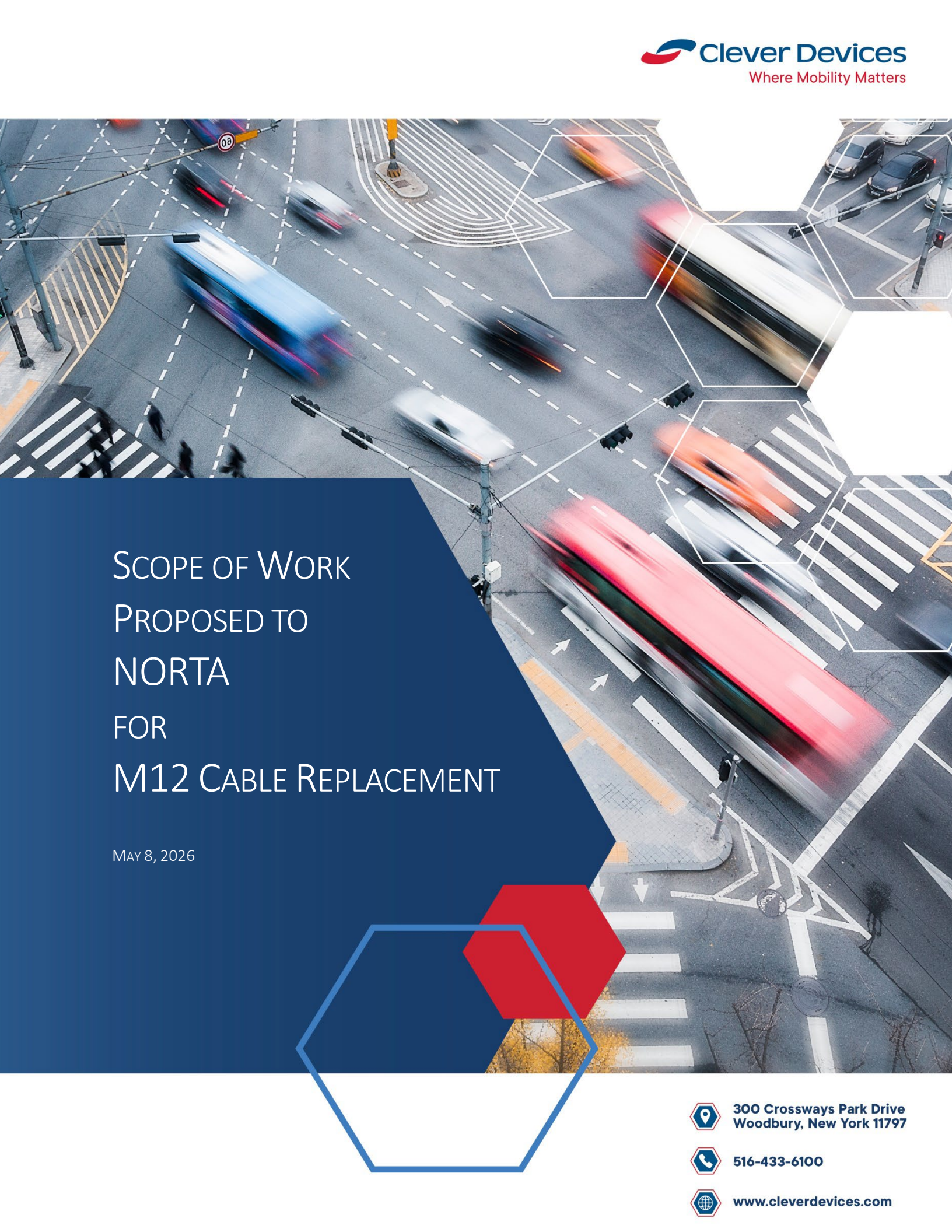




SCOPE OF WORK PROPOSED TO NORTA FOR M12 CABLE REPLACEMENT

MAY 8, 2026



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Woodbury, New York 11797



516-433-6100



www.cleverdevices.com

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1 INTRODUCTION

Clever Devices proposes the following scope of work for NORTA's M12 Cable Replacement project. In the sections below, we outline the proposed solution, general project tasks, and responsibilities. We have proposed a base solution with one option for moving forward.

For the base solution pricing, Clever Devices will supply cables and train NORTA on installation. NORTA will install the cables on the streetcar fleet. NORTA can choose to retrofit all streetcars at once or perform cable replacements as needed when TCH issues are seen on cars.

Option: In addition to supplying the new cables, Clever Devices will provide installation and project management to fully complete the project. Clever Devices will perform all cable replacements in a single campaign.

Project details will be agreed upon with NORTA, and further documentation will be provided with the signing of a Purchase Order (PO). Section 6 contains the proposed pricing and terms of sale for this solution.

2 PROJECT GOALS

- This project is intended to address the issues NORTA has had with the TCH freezing during operations on the streetcars.
- NORTA has explained that the Streetcar TCH units would periodically become frozen or inoperable, and it is believed to be communication-related. To eliminate any contributing factors, the proposed solution is to replace the existing cables that make the direct connection between the TCH and the IVN-R.
- The existing cables will be disconnected, and new cables will be installed, allowing the TCH in each car to be directly connected to the IVN-R via the new cable, eliminating any "cable failure" factors that could be causing the issue.

****It is highly recommended that NORTA procure and install Liquid-Tite conduit or similar for routing the cable under the vehicle to protect and extend the service life of the cables.****

3 SOLUTION DELIVERABLES

Clever Devices will produce and provide new cables, along with full installation kits, for the NORTA Streetcars.

An initial installation of 4 vehicles has been conducted as a pilot test phase and in order to map out and improve efficiency of the other installations and document the process. Clever Devices will first seek concurrence from NORTA that the solution adequately addresses their issues, and all parties are satisfied to move forward with the rest of the vehicles.

For the Base offering, NORTA will install the remainder of the fleet. Once all vehicle installations have been completed, all parties will confirm no residual issues have surfaced and the core issue has been resolved.

4 PROJECT MANAGEMENT / IMPLEMENTATION (IF OPTION IS PURCHASED)

Clever Devices will assign a project manager for this project. The project manager will manage the coordination of the internal Clever Devices team, including deliverables tracking, meetings, invoicing and other communication between Clever Devices and the NORTA Project Manager for this project. Our project team will provide ongoing Meeting Minutes and updated Action Items Lists to NORTA.

4.1 PROJECT TASKS

To consider:

- NORTA shall designate the installation area where this work is to be completed.
- Once all vehicle installations are complete, Clever Devices' team will seek approval and sign off that all issues pertaining to this project have been addressed and the project may be closed out.

Upon completion of this project, the Clever Devices team will provide relevant documentation to the NORTA Project Manager so vehicle documentation can be updated to reflect the current state/configuration of their vehicles for maintenance purposes.

4.2 PROJECT MILESTONES AND TIMELINE

Project Milestones will be agreed upon with NORTA. A detailed Project Schedule, including the identification of major milestones, will be provided after the signing of the PO. The estimated base project duration is 6 months (including 3 months for material lead-time), depending on NORTA's readiness.

5 ASSUMPTIONS AND RESPONSIBILITIES [WITH OPTION PRICING]

5.1 ASSUMPTIONS

Pricing for Clever Devices to perform installation includes disconnecting and installing TCH cables for 66 streetcars, including:

- Designing, procuring, and delivering 66 Cable Kits
- Performing full-fleet deployment and post-install testing with NORTA on 66 streetcars.

Pricing does not include any other hardware/software upgrades or integration.

Clever Devices' standard process for installations will be followed. For this project, all meetings and reviews will be conducted remotely. All references to Clever Devices interfacing with existing systems are predicated on the assumption that the respective system is functioning properly. NORTA is responsible for ensuring all existing or 3rd party software, systems, components and equipment are functioning properly and to manufacturers' specifications during all phases of the project and are being actively supported by the original developer/manufacturer at the time of project deployment. If this is not the case, it is presumed that NORTA will work directly with its provider to resolve any issues.

5.2 CLEVER DEVICES' RESPONSIBILITIES

- Collaborating with NORTA from project inception onward, informally and during regularly scheduled meetings as well as site visits
- Perform extensive data gathering, analysis, and planning in collaboration with NORTA to ensure a thorough understanding of the operating environment
- Provide Project Management support throughout the implementation
- Provide documentation upon project completion for records and maintenance purposes.

5.3 NORTA'S RESPONSIBILITIES

- Providing vehicles for installation and the area in which the Clever Devices team will be working (4 streetcars per night/20 per week) during the retrofit installation process. If any access or training is needed for the Clever Devices team that will be on-site, the NORTA Project Manager will be responsible for coordinating with the Clever Devices Project Manager ahead of time.
- Ensuring all streetcars are fully functional and ready for vehicle retrofit installation.
- Providing minimum of 1 Service Pit during the retrofit installation period to allow the Service Technician safe access while installing/routing the cables underneath each vehicle.

6 PRICING

6.1 CONFIDENTIAL QUOTATION

ATTN:	Elliot Amsbaugh	DATE:	May 8, 2026
COMPANY:	New Orleans Regional Transit Authority (NORTA)		
EMAIL:	eamsbaugh@rtaforward.org	OPP ID #:	
		PR #:	
ADDRESS:	504-827-7900	RE:	StreetCar M12 Cable Patch
PHONE:			

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

Item	Qty	Description	Unit Price	Extended Price
1	66	M12 Cables Assembly Kit <u>Includes:</u> - M12 Cables Assembly - Hardware Installation Kit P-Clamps Looms Screws Duct Seal Compound Tie Wraps	\$1,005.00	\$66,330.00
Total				\$66,330.00
Optional Item				
2	1	- Installation, Installation Supervision, Configuration, Testing & Project Management	\$135,220.00	\$135,220.00

Notes:

- The scope and impact of tariff policies, as well as AI-driven demand in processors, memory, and storage, remains uncertain. We are actively monitoring these developments and taking appropriate measures to reduce potential effects on our customers. This quotation excludes any additional fees the Purchaser may incur due to applicable tariffs or market-driven cost increases. If circumstances beyond our control require adjustments to pricing or material lead-times, we will communicate these changes prior to purchase-order acceptance and update this quotation accordingly.
- Unit Prices provided only apply to the purchase of the quantities defined. Unit Prices may vary if quantities are adjusted as they can include fixed costs and/or quantity discounts.

Payment Milestones:

- Invoicing will be issued upon shipment of material based on the unit price(s) quoted above

6.2 CLEVER DEVICES' STANDARD TERMS AND CONDITIONS OF SALE

Note these terms may not be applicable to existing customers. If this quote is for an amendment to an existing agreement, all the terms and conditions of your valid agreement with Clever Devices remain in full force and effect.

6.2.1 APPLICABLE TO SOFTWARE LICENSE PURCHASES ONLY

Requirement for End User License Agreement

- Purchaser acknowledges that Clever Devices Ltd. ("Clever Devices") perpetually licensed software is sold subject to acceptance of the terms of the End User Licensing Agreement ("EULA") http://www.cleverdevices.com/wp-content/uploads/2021/04/Clever-Devices_EULA_RV20210428.pdf
- Any entity procuring Clever Devices licensed products which is not the end user of the licensed product ("Non-End User"), such as but not limited to an Original Equipment Manufacturer to which Clever Devices is a supplier, is obligated to provide Clever Devices with the EULA (covering the software licenses associated with the contents of this quotation/proposal) signed by an authorized official of the End User. Failure by a Non-End User to provide such a properly executed Clever Devices EULA to Clever Devices shall make the Non-End User liable for any misappropriation or misuse of Clever Devices' products and be subject to damages as defined in the EULA.

Obligations of Non-End User Procuring Entities

- Non-End Users are granted the right to install the licensed products and to test their functionality in the end user designated space or equipment. Non-End Users do not have licenses to otherwise use, sublicense, resell, or operate Clever Devices' products, and no other licenses or rights to use are provided or implied by this Agreement.

6.2.2 GENERAL

- All Purchase Orders must be sent to the following email address: customerPO@cleverdevices.com
- Prices are quoted in USD unless otherwise specified.
- Unless explicitly stated, prices do not include any state or local sales tax. Sales tax will be estimated upon receipt of purchase order, if necessary, and incorporated into future invoices/milestones.
- Unit Prices are good only for the total number of units quoted. Lesser quantities may command a higher per unit cost because of certain fixed costs contained in the quote.
- Prices quoted herein are valid for ninety (90) days from the date of quotation or proposal and are applicable to the quantities covered by this quotation; any change in quantity, delivery or elimination of one or more items may require a revision to the prices quoted. Clever Devices reserves the right to update pricing and schedule if the quote is not exercised within the validity time period.
- Orders for one bus set (i.e. pilot bus) must be part of a complete quantity order or must be accompanied by a Letter of Intent to order the entire quoted quantity.
- Clever Devices shall be paid for the items quoted above as follows:
 - Payment terms are Net 30 days from the date of shipment or when rendered services are completed, subject to prior approval of our Credit Department.
 - No customer account shall be credited for parts returned without prior written authorization from Clever Devices and receipt of such goods.
 - Clever Devices' General Terms and Limits of Liability apply.
- Unless specifically advised in the quote, lead time for Hardware and Services will be as advised by Clever Devices upon receipt of order. Standard lead time for hardware is sixteen (16) weeks from

receipt of order, but Clever Devices stocks standard parts and, if available, the order will be shipped earlier. Delivery is F.O.B. Clever Devices Ltd., 300 Crossways Park Drive, Woodbury, NY 11797.

- Clever Devices shall not be liable for failure of or delay in performing obligations set forth in this Quote if such failure or delay is due to natural disasters or any causes beyond the reasonable control of Clever Devices.
- Clever Devices reserves the right, without advance notice, to make engineering or production changes, to include substitution of part numbers and/or vendor sources for components that may affect the design or specifications of its products, provided said modifications will not materially affect the performance of the product.
- Unless negotiated and agreed to otherwise in writing, in no event is Clever Devices liable for consequential damage from late or non-delivery, malfunction or failure of its products, nor is Clever Devices liable for damage resulting from faulty installation. If Clever Devices performs repairs resulting from damage caused by installation, it will invoice the original installer for the cost of such repair.
- Unless negotiated and otherwise agreed to in writing by an authorized representative, the pricing is exclusive of any liquidated damages and is not an acceptance of any prime contract flow downs that are not regulatory in nature and applicable to Clever Devices' scope of work.

6.2.3 CLEVER DEVICES' WARRANTY POLICY – APPLICABLE TO HARDWARE PURCHASES ONLY

Clever Devices' warranty obligations are limited to the terms set forth below:

- 1) New Manufactured Products Limited Warranty
 - a) Clever Devices guarantees for a period of one (1) year from original factory shipment that each product is free from defects in material and workmanship.
 - b) If the product fails to operate as specified and has not been tampered with or abused during this warranty period, Clever Devices or its authorized service agents shall either repair or replace any defective part or the product free of charge.
 - c) Bench fees will apply to any product received by Clever Devices with no-trouble-found. Products returned with failures caused by improper use or installation will be repaired and the appropriate charges will apply. Such services by Clever Devices shall be the original purchaser's sole and exclusive remedy. Clever Devices shall not be responsible for the cost of removal or installation of warranted products unless a prior written agreement has been reached at the time of the original purchase contract. Clever Devices' labor rate table will apply for all product replacement time.
 - d) Clever Devices will repair or replace, at Clever Devices' option, any defective product under warranty. Clever Devices will not honor credit requests on any defective used product. Product repair or replacement will be the only option available to the original Purchaser.
 - e) This warranty does not apply: (a) to damage caused by accident, abuse, misuse, misapplication or improper installation; (b) to damage caused by conditions outside Clever Devices specifications including but not limited to vandalism, fire, water, temperature, humidity, dust or other perils; (c) to damage caused by service (including upgrades) performed by anyone who is not a Clever Devices Authorized Technician; (d) to a product or a part that has been modified without the written permission of Clever Devices; (e) if any of Clever Devices' serial number has been removed or defaced; or (f) expendable or consumable parts, such as batteries and flashcards.
 - f) Clever Devices shall not be liable for any special, incidental or consequential damages for loss, damage directly or indirectly arising from customer's use or inability to use the equipment either separately or in combination with other equipment, or for personal injury or loss or destruction of other property, or from any other cause.

- 2) Warranty Repair Policy
 - a) A replacement or repaired product assumes the remaining warranty of the original product or ninety (90) days, whichever provides longer coverage for the original purchaser. When a product is exchanged, any replacement product becomes the original purchaser's property, and the replaced product becomes Clever Devices' property.
- 3) Obtaining Warranty Service
 - a) The original purchaser is responsible for returning any defective products to Clever Devices after obtaining a Returned Merchandise Authorization (RMA) number from Clever Devices' Customer Service Department at 888-478-3359. No products will be accepted without an RMA number. When requesting an RMA number, be sure to have the serial number of the equipment available.
 - b) The original purchaser must package the product properly for return shipment. Clever Devices is not responsible for any damage to the product caused during transit or for any package lost by the shipping company.
 - c) The original purchaser assumes all cost in shipping the defective product to Clever Devices, and Clever Devices will assume the cost in shipping back to the customer. All replacement/repaired products are shipped UPS Ground unless a rush is requested. The cost of shipping using any mode other than UPS Ground is to be paid by the original purchaser.

Ship to:

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

6.2.4 CLEVER DEVICES' RETURN AND EXCHANGE POLICY

Clever Devices does not accept returns without an RMA. Custom-built equipment or merchandise specifically ordered for you is not returnable. Where return of unused merchandise is at the request or convenience of the customer, a 25% restocking fee will be charged. No unused merchandise will be accepted for return later than thirty (30) days after shipment. All returned merchandise shall be sent freight prepaid and properly insured by the customer. Clever Devices reserves the right to select the method of shipment. Should the customer receive replacement merchandise damaged in shipment, it is their responsibility to file a damage claim immediately with the delivery carrier.

6.2.5 CLEVER DEVICES' NON-WARRANTY SERVICE POLICY

- 1) Non-Warranty Repair Policy
 - a) Non-warranty repairs made by Clever Devices carry a limited repair warranty of ninety (90) days on services and replacement parts only. Defects in our repair work or any parts replaced will be corrected at no charge if the defect occurs within ninety (90) days from shipment from our facility.
- 2) Field Service
 - a) Field Service calls will be made to customer's facility upon request. Time, expenses, and materials will be charged, as outlined below, unless other arrangements are made in advance. Field Service is treated as any repair. All travel must be pre-approved and is based upon actual prevailing airfare, lodging and Per Diem rates. Contact Clever Devices for current Per Diem rates.

GENERAL FIELD SERVICE RATES:

Transportation	Actual cost using commercial coach or business class air, first class rail, bus, rental car, and cab services as applicable, including transportation to and from the airport*
Mileage Allowance	IRS allowable rates
Personal Expenses	Per Diem rates
Basic Rates	\$150.00 per hour for actual time in customer's plant, plus a flat rate for round-trip travel time**
Miscellaneous	Actual charges for other necessary items such as tolls, parking, and freight charges*

* Charges may be subject to a 12% administrative fee

** Rates may vary because of weekend/holiday rates, the type of service required, a previously negotiated rate and/or personnel involved

3) Non-Clever Devices Product Received for Repair

- a) Product received for repair that was not manufactured or supplied by Clever Devices will be held for a period of up to ninety (90) days and will then be subject to discard, unless alternative arrangements have been agreed to in advance. Clever Devices will require the customer's shipping number in order to return the product.

6.2.6 CLEVER DEVICES' PRODUCT END-OF-LIFE NOTICE

- 1) Clever Devices does not guarantee how long any product, spare part, or component will remain serviceable, supported, or available unless explicitly stated.
 - a) Clever Devices is not liable if it cannot support or service a product due to parts being discontinued or unavailable beyond its control.
 - b) Clever Devices reserves the right to discontinue or modify any product or component as part of standard lifecycle management. When feasible, customers will be notified of key lifecycle milestones such as End-of-Sale (EoS), End-of-Life (EoL) and End-of-Support (EoS).
 - c) Clever Devices will make commercially reasonable efforts to provide compatible replacements or upgrade paths. Additional configuration may incur an extra charge.

Primary Customer Point of Contact:

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mjason@CleverDevices.com
516-316-2093

Prepared By:

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Manager, Pricing

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