

CLEVER DEVICES' HARDWARE WARRANTY AND SOFTWARE MAINTENANCE AGREEMENT TO NEW ORLEANS REGIONAL TRANSIT AUTHORITY (NORTA) FOR ONE (1) YEAR

AUGUST 28, 2024



CLEVER DEVICES' TRADEMARKS

Clever Devices®

AVM®

BusLink®

BusLink Switch®

BusTime®

BusTools®

BusWare™

CleverAnalytics®

CleverCAD®

CleverCare®

CleverCFRT®

CleverCounter™

CleverReports®

CleverWare™

CleverWorks®

GH7™

GreyHawk 7™

IncidentAnalytics™

Incident Management™

IdleMonitor®

Intelligent Vehicle Network®

IVN®

Mtram®

M.A.I.O.R.®

PerfectNav™

Seymor®

SpeakEasy®

SmartYard®

TurnWarning®



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DEFINITIONS

As used in this Agreement, the following capitalized terms shall have the meanings set forth below:

TERM	DEFINITION	
"Additional Services"	Any future service not defined in this Agreement or included in the Statement of Work or Scope of Work.	
"Agreement"	Means this Hardware Warranty and Software Maintenance Agreement, consisting of the signature pages, the Terms and Conditions, all exhibits, annexes, appendices, addenda and schedules, and each Amendment, if any.	
"Category 1 Issue(s)"	Are/is a major systems failure(s). This includes any issue that prevents the full system or a subsystem from being used reliably.	
"Category 2 Issue(s)"	Are / is a minor system failure(s). A minor system failure is any failure that prevents a subsystem from being used efficiently.	
"Customer"	Refers to the Transit Authority who is a party to this Agreement.	
"General Field Service Rates"	Rates for services not covered under a service agreement.	
"Hardware Product(s)"	Means the Clever Devices' goods provided to Customer per the initial agreement between Customer and Clever Devices.	
"Hardware Warranty"	It is the repair or replacement of returned faulty hardware during the specified Warranty Period. This applies to onboard equipment provided by Clever Devices.	
"Intelligent Transportation System" or "ITS"	The Hardware and software comprising the Clever Devices solution deployed at Customer.	
"Maintenance Period"	The duration of the maintenance subject to the terms and conditions as specified in Section 3.2 of this Agreement.	
"No Problem Found" or "NPF"	A fully functional product with no need for repair.	
"Non-Warranty Repairs"	Any causes defined in the Agreement as not covered by the Hardware Warranty.	
"Non-Warranty Product" or "Non-Warranty Parts"	Are products or parts provided that are not covered under this Agreement or any other existing agreement between Clever Devices and Customer.	
"Owner of Failure"	Determination of responsible for product fault based on diagnostics.	
"Remote Support"	Any support in which Clever Devices accesses the Customer's system or network using a secure Virtual Private Network (VPN) connection.	



"Resolution Tracking Number"	A categorized number assigned to a particular defect in the issue-tracking system.	
"Scope of Work"	Referring to the scope of services offered in accordance with the Statement of Work.	
"Software Enhancement(s)"	A change in Software functionality or graphical user interface	
"Software Error(s)"	A flaw in Software that causes it to produce an incorrect or unintended result.	
"Software Defect(s)"	A flaw in Software that causes it to produce an incorrect or unintended result.	
"Software License(s)"	Means the rights granted to Customer in accordance with Clever Devices' EULA, provided with the initial agreement between Clever Devices and Customer.	
"Software Maintenance"	The maintenance provided for all components of the Software Product(s) purchased.	
"Software Product(s)"	The specific Clever Devices' licensed product(s).	
"Software Service(s)"	Referring to acts of service by Clever Devices regarding the software deployed at Customer's.	
"Software Update(s)"	Either a modification or addition that, when made or added to the Software Product, brings the Software Product into material conformity with its published specifications. Software Updates are applied to Customer's existing version of software and include bug fixes.	
"Software Upgrade(s)"	New, standalone versions of a Software Product that may include major improvements and enhancements. An upgrade advances the product to a level of features or other enhancements which are above the original published and agreed specification, or product manual.	
"Statement of Work"	The description of the services to be provided under this agreement between Clever Devices and Customer.	
"Warranty Period"	Means, in relation to any Goods, the warranty period specified in this Agreement or in accordance with the proposal submitted in response to the Request for Proposal.	



1 OVERVIEW

This document sets forth Terms and Conditions of the basic Hardware Warranty Agreement and the Software Maintenance Agreement (the "Agreement") between New Orleans Regional Transit Authority and Clever Devices Ltd.

2 COMPANIES INVOLVED

2.1 CLEVER DEVICES LTD.

Clever Devices Ltd. ("Clever Devices") is a service provider to New Orleans Regional Transit Authority.

Clever Devices' Contact

John King Vice President, Service & Support 410-365-3363 jking@cleverdevices.com

2.2 Transit Authority

New Orleans Regional Transit Authority ("Customer", "[NORTA]") is the end user entity of Clever Devices' Intelligent Transportation Systems (ITS) Hardware and Software Products.

New Orleans Regional Transit Authority Contact

Sterlin Stevens
IT Director
2817 Canal Street New Orleans, LA 70119
504-606-3354
sstevens@rtaforward.org



3 TERMS OF AGREEMENT

3.1 SCOPE OF AGREEMENT

This Agreement includes a Hardware Warranty and a Software Maintenance Agreement for the listed products, and a process for obtaining warranty service for the listed hardware products.

3.2 TERMS OF AGREEMENT

3.2.1 HARDWARE

The term of this Agreement is One (1) year, starting from December 1, 2024 through November 30, 2025. Hardware Products no longer under Warranty or not covered by a current, valid Hardware Warranty Agreement will require a full technical audit to determine the system's functionality and health.

3.2.2 SOFTWARE

The term of this Agreement is One (1) year, starting from December 1, 2024 through November 30, 2025. Support for licensed Software Products no longer under Warranty or not covered by a current, valid Software Maintenance Agreement will require repurchase of the Software License(s) or as otherwise mutually agreed upon between the parties in a signed writing.

3.3 ANNUAL RENEWAL AND EARLY TERMINATION

Pricing for future/option years is valid only if contracted with the base year and prior to the expiration of the quote validity period. Pricing for subsequent years of support is subject to change based on the prevailing market rate.

If early termination of this Agreement is exercised, a cancellation penalty of the cost of the remaining balance of this Agreement will apply.



4 HARDWARE WARRANTY AGREEMENT

This Hardware Warranty Agreement provides warranty Terms and Conditions that include scope, policies, and procedures for maintenance of Hardware Product(s) supplied by Clever Devices and identified herein.

4.1 COVERED HARDWARE PRODUCTS

The Clever Devices Hardware Products covered by this Agreement is referenced in Attachment A. If the quantity of products changes during the term of this Agreement, the resulting additional fee will be prorated for the remaining portion of this Agreement.

See attached Attachment A.

4.2 New Manufactured Products Limited Warranty

Clever Devices guarantees that each product is free from defects in material and workmanship. Clever Devices also guarantees the performance of this product for the contracted terms.

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 will have the option to repair or replace the defective part or the product at no cost to the Customer. Bench fees will apply to any product received by Clever Devices with a "No Problem Found" (NPF) condition. NPF condition is defined as a fully functional product with no need for repair. Products returned with failures caused by improper use will be repaired and the appropriate charges will apply. Such services by Clever Devices will be the original purchaser's sole and exclusive remedy.

It is the Customer's responsibility to make certain new products are not being purchased for the replacement of defective products under warranty.

Clever Devices will not honor credit requests on any defective or used product. Product replacement will be the only option available to the Customer. At the discretion of Clever Devices, limited quantities of restockable product may be returned for credit; the product must be unused and in the original unopened containers. A 25% restocking fee will be charged and a credit will be issued only after the product has been received and inspected.

This warranty does not apply to: (a) damage caused by accident, abuse, misuse, misapplication or improper installation (b) 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 outside the product specifications in documentation provided and by anyone who is not a Clever Devices authorized Technician (d) a product or a part that has been modified without the written permission of Clever Devices or (e) if any Clever Devices' serial number has been removed or defaced, (f) expendable or consumable parts, such as batteries and flashcards.

Clever Devices will 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.

4.3 WARRANTY REPAIR POLICY

A replacement or repaired product assumes the remaining warranty of the original product or 90 days post repair, whichever provides longer coverage. When a product is exchanged, the replacement product becomes the Customer's property and the replaced product becomes the property of Clever Devices.



4.4 Spare Parts Inventory

In support of this Agreement, the Customer should maintain an inventory of Clever Devices' system components at the recommended level for use during completion of repairs. The Customer's Technician shall remove and replace a defective component with a spare and send the defective component to Clever Devices for analysis and repair or replacement. Shipping fees for repair units are covered on an individual event basis and not included in the service price. If there is no unit in the spares pool to support remove/replace/restoration activity, the repair will be delayed until spare equipment is delivered to the property.

4.5 OBTAINING WARRANTY SERVICE

The Customer is responsible for returning any defective products to Clever Devices. Products will not be accepted without a Return Merchandise Authorization (RMA) number. The Customer shall obtain an RMA number by contacting Clever Devices' Customer Service Department using the below. Clever Devices will respond to RMA requests within two (2) business days.

Customer Service Telephone: 1-888-478-3359

Customer Service Email Address: CSReturns@CleverDevices.com

In order to provide an RMA number, Clever Devices will need the following information:

- Item Description
- Clever Devices Part Number
- Serial Number
- Quantity being returned
- Reason for Return
- Bus Number, if applicable

Upon receipt of an RMA number, the Customer may send the product(s) to Clever Devices using the address indicated below. The Customer is responsible to ensure secure packaging of the product in the original box in which it was received. Boxes and shipping materials can be purchased from Clever Devices for a nominal fee. Clever Devices is not responsible for any damage to the product caused during transit or for any package lost in transit. The Customer shall assume the cost of all defective product shipments made to Clever Devices.

Return Shipping Address:

Clever Devices Ltd. 2118 Energy Drive Apex, NC 27502

Attn: Alex, Customer Service Department

RMA Returns: RMA#....

4.6 FAILURE ANALYSIS

A Clever Devices' Bench Technician will evaluate products received and complete a Failure Analysis. If the product is repairable, Clever Devices will repair the product. If the product is not repairable, Clever Devices will replace the product with another from Clever Devices' inventory. The "Owner of Failure" will be assessed during evaluation and shall be reported to the Customer at time of completion. Clever Devices will make a best effort to return the repaired product or provide a replacement within 30 days of receiving



it from the Customer. Clever Devices will provide the Customer with a detailed quotation and/or invoice for all costs associated with Non-Warranty Repairs.

4.7 REPAIR

Upon a completed Failure Analysis and repair, if applicable, product(s) will be shipped back to the Customer Clever Devices will only incur the cost for shipping products under warranty; the Customer is responsible for shipping cost for all Non-Warranty Repairs or replacements and/or "No Problem Found" conditions.

Customers may contact Clever Devices at any time during the warranty service process, for information regarding status.

4.8 Non-Warranty Repair Policy

A Non-Warranty Repair is a repair made outside the scope of this maintenance Agreement and includes vandalism. Non-Warranty Products and Parts that are returned to a Clever Devices facility for repair are subject to a bench fee on a time and materials basis. Clever Devices will invoice the Customer at a bench technician labor rate of \$170.00 per hour for the first hour, and \$85.00 per hour for each additional hour. A minimum of 1 hour will be charged for labor; after the first hour, labor will be charged to the nearest ½ hour. Non-warranty Repairs made in the field will be subject to the General Field Service Rates detailed below.

Repairs made by Clever Devices on products not under warranty carry a limited repair warranty of 90 days on services and replacement parts only. Defects in repair work or any parts replaced by Clever Devices will be corrected at no charge if the defect occurs within 90 days from shipment from our facility.

4.9 GENERAL FIELD SERVICE RATES

Field Service rates include actual cost of transportation using commercial coach, air, rail, bus, rental car, and cab facilities as applicable, including transportation to and from the airport. Receipts are required.

Mileage IRS Allowable rates

Allowance:

Personal Expenses: Per Diem rates

Basic Rates: \$150.00** per hour flat fee for actual time in Customer's plant and for

round-

trip travel time for a Field Service Technician.

Miscellaneous: Actual charges for other necessary items such as tolls, parking and freight

charges.

4.10 Non-Clever Devices Product Received for Repair

Product(s) received by Clever Devices for repair that were not manufactured or supplied by Clever Devices shall be returned to Customer. Customer shall be responsible for the shipping cost(s) associated with of each product, along with a processing fee.

^{**}Rates for Field Service Technicians may vary because of weekend/holiday rates. Overtime rates are billed at time and a half. Requests for service which require personnel other than a Field Service Technician will be provided at time of request.



SOFTWARE MAINTENANCE AGREEMENT

This Software Maintenance Agreement provides Terms and Conditions that include definitions and maintenance procedures for the Software Product(s) supplied by Clever Devices and identified under section 5.1, Covered Software Products. This Agreement is subject to the End User License Agreement (EULA) for these product(s) and performance of features and functions as outlined in the User Manual or Acceptance Test Procedure document.

5.1 **COVERED SOFTWARE PRODUCTS**

The Clever Devices Software Products covered by this Agreement is referenced in Attachment B. If the quantity of products changes during the term of this Agreement, the resulting additional fee will be prorated for the remaining portion of this Agreement.

See attached Attachment B.

5.2 **GENERAL DEFINITIONS**

Customer: The single end-user organization (license holder of the Software Product) signing

this Agreement and authorized to use the Program(s).

Software The specific Clever Devices licensed product(s).

Product:

Software Either a modification or addition that, when made or added to the Software

Update(s): Product, brings the Product into material conformity with its published

specifications. Software Updates are applied to Customer's existing version of

software and include bug fixes.

Software New, standalone versions of a Software Product that may include major

Upgrade(s): improvement and enhancements. An upgrade advances the product to a level of

features or other enhancements which are above the original published and

agreed specification, or product manual.

Software The maintenance provided for all components of the Software Product purchased.

Maintenance:

Maintenance The duration of the maintenance subject to the terms and conditions as specified

Period: in section 3 "Terms of Agreement".

5.3 SCOPE OF MAINTENANCE SUPPORT

During the maintenance term, Clever Devices agrees to provide basic maintenance services in support of the licensed Software Product. Maintenance services shall consist of:

Software Customers with valid Software Maintenance Agreements are entitled to Software Update(s):

Updates for all licensed products. Software Updates may incorporate corrections of any substantial defects or fixes of any minor malfunction. In addition, Software Updates may include Software Enhancements to the Software that are implemented at the sole discretion of Clever Devices. Software Updates do not cover Clever Devices' *deployment labor, training, hardware upgrades, data or

data backups.

Software Customers with valid Software Maintenance Agreements are entitled to Software Upgrade(s):

Upgrades for all licensed products. Software Upgrades do not cover Clever

Devices' *deployment labor, training, hardware upgrades, data or data backups.



Software Error and Defect Corrections:

Clever Devices shall be responsible for using all reasonable diligence to correct verifiable and reproducible errors when reported to Clever Devices in accordance with its standard reporting procedures. Reported defects will be reviewed by Clever Devices. Reported defects are defined as:

• *Defect: To be corrected by the next maintenance release. Deployment labor will

not be charged to correct any defects, including bugs fixes.

• Enhancement: Desirable enhancement which will be reviewed for inclusion in the next

maintenance release.

Error and release testing will be performed at Clever Devices' offices. Reported errors will be tested on a test platform in a controlled environment. If applicable, NORTA will supply Clever Devices with a copy of the most current database associated with software version for which errors have been reported.

5.4 TECHNICAL SUPPORT

For all Clever Devices' products covered under warranty or by a current, valid Maintenance Agreement, Clever Devices' service organization provides technical support 24 hours a day, 7 days a week, 365 days a year. Regular business hours are Monday through Friday, 8:30am to 5:30pm Eastern Time. All other times are considered "after-hours". Clever Devices will escalate issues to third-party vendors for Clever Devices' Products running third-party application software.

5.4.1 ISSUE REPORTING

NORTA is responsible for reporting all discovered issues to Clever Devices' Technical Support Department. Once Clever Devices is contacted by phone or email, a Technical Support Representative and the Technical Supervisor are notified; if necessary, the Vice President of Service and OEM are also notified.

Clever Devices routinely provides agencies two methods for requesting technical support: using a toll-free number or email to our Technical Support service. Contacts for Clever Devices' service and support during regular business hours are as follows:

Technical Support Number: 1-888-478-3359

Email Address: TechnicalSupport@CleverDevices.com

All after-hour calls should only be made to the Technical Support Department phone. After-hour calls will be forwarded to an answering service and then to a Clever Devices on-call Technical Support Representative.

5.5 ISSUE TRACKING AND RESOLUTION

Upon receipt of a support request, our Technical Support Department proceeds to resolve the issue as follows below.

5.5.1 DETERMINE PRIORITY

A Technical Support Representative determines the issue's priority using the categories described below.

Category 1 Issue:

Category 1 Issues are defined as major systems failures. Category 1 Issues includes any issue that prevents the full system or a subsystem from being used reliably. Category 1 Issues are assigned the highest priority, and patches are provided as quickly as possible. Workaround concepts are considered and put in place to minimize operational impact to the agency.



Category 2 Issue:

Category 2 Issues are defined as minor system failure(s). A minor system failure is defined as any failure that prevents a subsystem from being used efficiently. Category 2 Issues are assigned a lower priority (than Category 1) and when resolved, will be corrected by a patch included in the next maintenance update release.

5.6 TRACK AND RESOLVE ISSUE

Clever Devices utilize a tracking system to manage and store Customer issues, reported defects and any new features, and improvements made during our software development lifecycle. Once categorized, issues will be entered into the tracking system and monitored through closure. The issue-tracking system will assign a Resolution Tracking Number that will be provided to Customer. Upon discovery of an error, and if requested by Clever Devices, Customer agrees to submit a listing of any data, including data log files, so we may reproduce the error and the operating conditions under which the error occurred or was discovered.

5.7 REMOTE SUPPORT

With permission from NORTA, Clever Devices will provide Customer with Remote Support as necessary, using a secure Virtual Private Network (VPN) connection. Through this connection Clever Devices will have the ability to logon to Customer's internal network and then access the deployed system(s) to assess and diagnose issues, update code, or deliver bug fixes.

Clever Devices agrees to comply with the Customer's ITS connection policy, barring the policy and procedure does not impede troubleshooting or functionality of Clever Devices' system. Clever Devices will not access Customer's internal network for any purpose other than technical online support, as provided in this proposal.

5.8 ADDITIONAL SERVICES

In support of the Software Product(s), Clever Devices may provide Additional services, per Agreement with the Customer, subject to payment of their normal charges and expenses. Additional Services may include

Upgrade and Clever Devices can offer assistance to help NORTA test, install and operate each new release of licensed Software Products. This assistance will be quoted at the time of each request unless contracted for on an annual basis.

Custom Clever Devices will consider and evaluate the development of additional **Enhancements:** enhancements for specific use and will respond to requests for Additional

services pertaining to the Software Product. Each response for an

enhancement will include a cost to produce the enhancement.

Integration: Integration with third-party software initially, or resulting from changes or

updates to those products, will be quoted upon request.

5.9 EXCEPTIONS

The following are not covered by this Software Maintenance Agreement:

- Any problems resulting from failures of the hardware platform on which the software is installed, or problems resulting from hardware or network devices connected or installed on the hardware platform on which the software is installed.
- Any problem resulting from misuse, improper use, alteration, or damage of the Software Product(s).
- Errors in any version of the Software Product(s) other than the most recent update delivered and deployed to Customer.



• Problems and errors resulting from improper installation of the delivered Software Product by the end user, or problems and errors resulting from the installation of software or hardware products not approved by Clever Devices for use with this product.

NORTA will be responsible for paying Clever Devices' normal charges and expenses for time or other resources provided by Clever Devices to diagnose or attempt to correct any such problem. In addition, NORTA will be responsible for procuring, installing, and maintaining all equipment, communication interfaces, and other hardware or software necessary to operate the Software Product(s) and to obtain maintenance services from Clever Devices. Clever Devices will not be responsible for delays caused by events or circumstances beyond its reasonable control.

Requests for support for licensed Software Products no longer under Warranty or not covered by a current, valid Software Maintenance Agreement will require repurchase of the Software License(s).



6 ADDITIONAL SCOPE OF WORK

Please see Attachment C, if applicable.



7 SIGNATURE PAGE

IN WITNESS WHEREOFF, the parties hereto have executed this Contract on the day and year first above written.

Clever Devices Ltd. CONTRACTOR		New Orleans Regional Transit Authority CUSTOMER	
Ву:	(Signature)	By:(Signature) Authorized Representative	
Name:	<u>Monica Malhotra</u> (Print)	Name:(Print)	
Title:	Executive Vice President	Title:	
Dated:		Dated:	



ATTACHMENT A - COVERED HARDWARE PRODUCTS

Product	Quantity		
IVN4 - IVN4 is End of Support 12/31/2025	62		
IVN-R	70		
IVN5	80 (1)		
TCH	142 ⁽¹⁾		
TCH - Zero Client	136		
EA Switch	212 ⁽¹⁾		
AVC Microphone	208 (1)		
ETS Microphone	84 (1)		
Multi-Band Antenna (5 element)	212 (1)		
URLC	142 ⁽¹⁾		
URLC-R	70		
Interior LED Sign	208 (1)		
Hella APS-R	50 ⁽¹⁾		
DA250	208 (1)		
IBR 1700-500 Router (CD Part # 5800-)	33 ⁽¹⁾		
APX-4500 Radio	4		

⁽¹⁾ Includes 29 New Flyer buses, warranty price pro-rated for 7 months in this agreement. For next renewal 12-month pricing will be included.



ATTACHMENT B – COVERED SOFTWARE PRODUCTS

Product	Quantity to Support 212 Vehicles
AVM	1 (2)
BusLink/DataLink	1
BusTime	1
CleverVision Content Manager (Perpetual and SaaS)	1 ⁽³⁾
CleverWorks	1
CleverCAD	1
CleverCAD Mobile	1
CleverReports	1
DCC	1
Disruption Management	1 (4)
On-board Software (BusWare as applicable	1
including DVR integration, Pre-Trip Inspection, Text-	
To-Speech (Eng and Spanish), Radio Integration and	
Turn-By-Turn)	
Ridecheck+	1 ⁽⁵⁾

⁽²⁾ AVM not applicable for Streetcars and Ferries.

(5) Ridecheck Plus End of Life is December 31, 2025:

Clever Devices will no longer release updates to Ridecheck Plus desktop, hosted, or tablet software. Ridecheck Plus End of Service is August 1, 2026:

Ridecheck Plus desktop, hosted, or tablet software will continue to process APC data and generate reports until August 1, 2026.

Additional Product	Quantity
General Console Adapter	4

⁽³⁾ CleverVision Content Manager: Perpetual licenses for 113 Fixed-Route buses + 66 Streetcars, and SaaS for 29 Fixed-Route buses.

⁽⁴⁾ Disruption Management coverage is for 8.5 months in this renewal as current coverage is till 03/15/25. For next renewal 12-month pricing will be included.



8 PRICING

8.1 CONFIDENTIAL QUOTATION

ATTN:	Sterlin Stevens	DATE: August 28, 2024	
COMPANY:	New Orleans Regional Transit Authority (NORTA)		
EMAIL:	sstevens@rtaforward.org	OPP ID #:	0063s00000JRTW8
EIVIAIL:		PR #:	9504
ADDRESS:	2817 Canal Street		Maintenance Renewal
	New Orleans, LA 70119	RE:	December 1, 2024, through
PHONE:	504-606-3354		November 30, 2025

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	1	Clever Devices HW Warranty and Software Maintenance	\$264,736.83	\$264,736.83
2	1	Ferries Addition	\$3,032.00	\$3,032.00
3	1	DM Addition (8.5 months)	\$17,757.00	\$17,757.00
Total				\$285,525.83

Payment Milestones:

• Invoices for annual services will be issued 30 days prior to the start of the contract term

Primary Customer Point of Contact:

Mark Jason Strategic Account Manager mjason@cleverdevices.com 516-316-2093

Prepared By:

Anil Mohabir Manager, Pricing