

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

AUGUST 16, 2023

## CLEVER DEVICES' TRADEMARKS

Clever Devices®  
AVM®  
BusLink®  
BusLink Switch®  
BusTime®  
BusTools®  
BusWare™  
CleverAnalytics®  
CleverCAD®  
CleverCare®  
CleverCERT®  
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®

---

## CONTENTS

<b>1</b>	<b>OVERVIEW.....</b>	<b>9</b>
<b>2</b>	<b>COMPANIES INVOLVED.....</b>	<b>10</b>
2.1	CLEVER DEVICES LTD.....	10
2.2	TRANSIT AUTHORITY.....	10
<b>3</b>	<b>TERMS OF AGREEMENT.....</b>	<b>11</b>
3.1	SCOPE OF AGREEMENT.....	11
3.2	TERMS OF AGREEMENT.....	11
3.2.1	HARDWARE.....	11
3.2.2	SOFTWARE.....	11
3.3	ANNUAL RENEWAL AND EARLY TERMINATION.....	11
<b>4</b>	<b>HARDWARE WARRANTY AGREEMENT.....</b>	<b>12</b>
4.1	COVERED HARDWARE PRODUCTS.....	12
4.2	NEW MANUFACTURED PRODUCTS LIMITED WARRANTY.....	12
4.3	WARRANTY REPAIR POLICY.....	12
4.4	SPARE PARTS INVENTORY.....	13
4.5	OBTAINING WARRANTY SERVICE.....	13
4.6	FAILURE ANALYSIS.....	13
4.7	REPAIR.....	14
4.8	NON-WARRANTY REPAIR POLICY.....	14
4.9	GENERAL FIELD SERVICE RATES.....	14
4.10	NON-CLEVER DEVICES PRODUCT RECEIVED FOR REPAIR.....	14
4.11	CUSTOMER OWNED IT INFRASTRUCTURE.....	15
4.12	END OF SALE.....	15
4.13	END OF SERVICE LIFE.....	15
4.14	OEM WARRANTY.....	15
4.15	PRODUCT UPGRADES.....	15
4.16	FIELD SERVICE.....	15
<b>5</b>	<b>SOFTWARE MAINTENANCE AGREEMENT.....</b>	<b>16</b>
5.1	COVERED SOFTWARE PRODUCTS.....	16
5.2	GENERAL DEFINITIONS.....	16
5.3	SCOPE OF MAINTENANCE SUPPORT.....	16
5.4	TECHNICAL SUPPORT.....	17
5.4.1	ISSUE REPORTING.....	17
5.5	ISSUE TRACKING AND RESOLUTION.....	18
5.5.1	DETERMINE PRIORITY.....	18
5.6	TRACK AND RESOLVE ISSUE.....	18
5.7	REMOTE SUPPORT.....	19
5.8	FIELD SERVICES.....	19
5.9	ADDITIONAL SERVICES.....	19
5.10	EXCEPTIONS.....	19
5.11	COMMERCIAL OFF THE SHELF SOFTWARE (COTSS).....	20
5.12	CUSTOMER OWNED IT INFRASTRUCTURE.....	20
<b>6</b>	<b>ADDITIONAL SCOPE OF WORK.....</b>	<b>21</b>
<b>7</b>	<b>SIGNATURE PAGE.....</b>	<b>22</b>
<b>8</b>	<b>ATTACHMENT A – COVERED HARDWARE PRODUCTS.....</b>	<b>23</b>

---

9	ATTACHMENT B – LIST OF COVERED SOFTWARE PRODUCTS .....	24
10	ATTACHMENT C – SERVICE LEVEL AGREEMENT (SLA) .....	25
11	ATTACHMENT D – PRICING.....	27

## DEFINITIONS

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

TERM	DEFINITION
<b>"Additional Services"</b>	Any future service not defined in this Agreement or included in the Statement of Work or Scope of Work.
<b>"Agreement"</b>	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.
<b>"Bench Fee"</b>	The fee that is charged to a Customer to perform non-warranty repairs.
<b>"Beneficial Use"</b>	<p>Software and Hosting: Upon the successful completion of mini-fleet testing.</p> <p>Hardware: Upon successfully passing installation Acceptance Test Procedure (ATP)</p> <p>Software only: Completion of software installation and training.</p>
<b>"Category 2 Issue(s)"</b>	Are / is a minor system failure(s). A minor system failure is any failure that prevents a subsystem from being used efficiently.
<b>"Cloud Hosting" or "Hosted Solution"</b>	Those applications that Clever Devices hosts on its servers and / or cloud service providers' server as part of the overall ITS solution.
<b>"COTS" or "Commercial Off-The-Shelf"</b>	Equipment or software which are then adapted to satisfy the needs of a Customer Solution
<b>"Customer"</b>	Refers to the Transit Authority who is a party to this Agreement.
<b>"End of Life" or "EoL"</b>	The date at which time a product (software or hardware) will be discontinued from availability.
<b>"End of Sale"</b>	The First phase of product discontinuance where the product is no longer available for purchase as a new purchase. The product will be available only for the use of repair or replacement.
<b>"End of Service Life" or "EoSL"</b>	The date at which time service and/or support will no longer be available on a product.
<b>"General Field Service Rates"</b>	Rates for services not covered under a service agreement.
<b>"Hardware Product(s)"</b>	Means the Clever Devices' goods provided to Customer per the initial agreement between Customer and Clever Devices.

<b>"Hardware Warranty"</b>	It is the repair or replacement of returned faulty hardware during the specified Warranty Period. This applies to onboard equipment provided by Clever Devices.
<b>"Incident Priority"</b>	Priority of an issue based on the impact of the issue.
<b>"Intelligent Transportation System" or "ITS"</b>	The Hardware and software comprising the Clever Devices solution deployed at Customer.
<b>"IT INFRASTRUCTURE LIBRARY" OR "ITIL"</b>	A framework of best practices for delivering IT Services.
<b>"Maintenance"</b>	Support services that are provided above or in addition to the Warranty
<b>"Maintenance Period"</b>	The duration of the maintenance subject to the terms and conditions as specified in Section 3.2 of this Agreement.
<b>"Maintenance Window" or "Maintenance Outage:"</b>	The period of time, agreed to by both the Customer and Clever Devices, where systems and/or applications are unavailable so that they may be updated or maintained.
<b>"No Problem Found" or "NPF"</b>	A fully functional product with no need for repair.
<b>"Non-Warranty Repairs"</b>	Any causes defined in the Agreement as not covered by the Hardware Warranty.
<b>"Non-Warranty Product" or "Non-Warranty Parts"</b>	Are products or parts provided that are not covered under this Agreement or any other existing agreement between Clever Devices and Customer.
<b>"OEM Equipment"</b>	That equipment that is not manufactured by Clever Devices. Clever Devices may, provide OEM equipment as part of the solution to the Customer
<b>"OEM Warranty"</b>	The warranty statement/agreement from OEM Equipment.
<b>"Owner of Failure"</b>	Determination of responsible for product fault based on diagnostics.
<b>"Priority 1 Issue" or "P1" or "Critical Issue"</b>	Any event or combination of events which causes 100% loss, outage or availability of the infrastructure, or hosted service and there is no viable workaround and affects the Customer's ability to use any of the contracted Services and / or Solutions.
<b>"Priority 2 Issue" or "P2" or "Major Issue"</b>	Any event or combination of events which causes partial loss, outage, or availability, resulting in serious degradation of Infrastructure Device or hosted service which partially prevents the use of contracted Service or some of its features.

<b>"Priority 3 Issue" or "P3" or "Minor Issue"</b>	Impaired performance of any specific infrastructure device, application or vehicle subsystem which affects the performance of the contract Service but does not prevent normal use with some limitations or finding alternate options.
<b>"Priority 4 Issue" or "P4" or "Informational Issue"</b>	Device/Service is functioning properly, unrelated to performance of the equipment, application, or Service.
<b>"Remote Support"</b>	Any support in which Clever Devices accesses the Customer's system or network using a secure Virtual Private Network (VPN) connection.
<b>"Resolution Tracking Number" or "Case Number" or "Incident Number"</b>	A categorized number assigned to a particular defect in the issue-tracking system. Any support in which Clever Devices accesses the Customer's system or network using a secure Virtual Private Network (VPN) connection.
<b>"Return Merchandise Authorization" or "RMA"</b>	Approval to return any product to Clever Devices.
<b>"Scope of Work"</b>	Referring to the scope of services offered in accordance with the Statement of Work.
<b>"Service Level Agreement" or "SLA"</b>	The level of service that Clever Devices commits to providing to the Customer
<b>"Software Enhancement(s)"</b>	A change in Software functionality or graphical user interface
<b>"Software Error(s)"</b>	A flaw in Software that causes it to produce an incorrect or unintended result.
<b>"Software Defect(s)"</b>	A flaw in Software that causes it to produce an incorrect or unintended result.
<b>"Software License(s)"</b>	Means the rights granted to Customer in accordance with Clever Devices' EULA, provided with the initial agreement between Clever Devices and Customer.
<b>"Software Maintenance"</b>	The maintenance provided for all components of the Software Product(s) purchased.
<b>"Software Product(s)"</b>	The specific Clever Devices' licensed product(s).
<b>"Software Service(s)"</b>	Referring to acts of service by Clever Devices regarding the software deployed at Customer's.

<b>"Software Updates" or "Software Patches"</b>	<p>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. Referring to acts of service by Clever Devices regarding the software deployed at Customer's.</p>
<b>"Software Upgrade(s)"</b>	<p>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. 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.</p>
<b>"Statement of Work"</b>	<p>The description of the services to be provided under this agreement between Clever Devices and Customer.</p>
<b>"System Acceptance" or "SA"</b>	<p>The point where the Customer has "signed off" and accepted the system is acceptable for standard use. The description of the services to be provided under this agreement between Clever Devices and Customer.</p>
<b>"Warranty"</b>	<p>The general agreement that Clever Devices guarantees its products are delivered without defects and will resolve any defects during the period of warranty. See "CD Hardware Warranty" and "CD Software Warranty"</p>
<b>"Warranty Period"</b>	<p>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.</p>



## 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**

Monica Malhotra  
Executive Vice President  
516-403-8325  
[mmalhotra@cleverdevices.com](mailto:mmalhotra@cleverdevices.com)

### 2.2 TRANSIT AUTHORITY

New Orleans Regional Transit Authority (“Customer”) is the end user entity of Clever Devices’ Intelligent Transportation Systems (ITS) Hardware and Software Products.

#### **New Orleans Regional Transit Authority Contact**

Sterlin Stevens  
2817 Canal Street New Orleans, LA 70119  
504-606-3354  
[sstevens@rtaforward.org](mailto: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 for the term, 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, from December 1, 2023 to November 30, 2024, starting during the deployment stage and the contracted warranty phase of this Agreement. 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, from December 1, 2023 to November 30, 2024, starting once the Software Warranty or previous Software Maintenance Agreement has expired. 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

Clever Devices' Hardware Warranty and Software Maintenance Agreements renew automatically for one-year upon expiration of the current term unless written notice is provided prior to the expiration date. Ninety (90) days before the expiration date, Clever Devices will invoice the renewal at an increase to the expiring Agreement at a rate no greater than 3%.

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. Clever Devices will provide a quote for repairs for products returned with failures caused by improper use. The repairs will only take place once the Customer has authorized Clever Devices to do so. 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, preferably 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 (unless otherwise specified by Clever Devices):**

Clever Devices Ltd.  
300 Crossways Park Drive  
Woodbury, NY 11797  
Attn: 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 prior to performing any 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, but not limited to, vandalism, any modification not approved by Clever Devices, or use of the product outside its intended acceptable use.

Upon determination of a Non-Warranty Diagnosis, Clever Devices will present the Customer with a report providing the reason as well as a quote to repair the product that includes the bench time to diagnose the issue. The quote labor rates will be our standard rates as follows:

\$170.00 for the first hour\*

\$ 85.00 per hour for each additional hour in 30 minute increments

\*Minimum 1 hour charged for all Non-Warranty efforts. Parts as quoted.

Repairs of Non-Warranty equipment will begin upon acceptance of the quote by the customer.

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.

\*\*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.

#### 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.

#### **4.11 CUSTOMER OWNED IT INFRASTRUCTURE**

Unless otherwise specified in this agreement, the support and management of any customer owned IT Infrastructure, including, but not limited to:

- Servers
- Firewalls
- Routers
- Switches
- Network

Shall be the responsibility of the Customer. The Customer shall ensure that they are maintaining their IT Infrastructure in accordance with IT best practices as it relates to security, patching, memory, storage, and file maintenance. Clever Devices shall only be responsible for the support and maintenance of their applications that make use of the Customer's IT Infrastructure.

#### **4.12 END OF SALE**

The first phase of product discontinuance is the End of Sale. Clever Devices will notify all existing Customers, One (1) Year in advance, when a product is to no longer be available for sale. Any existing orders will be honored. On the date identified as the End of Sale, the product will no longer be available for purchase as new product. Only the replacement product will be offered/quoted for new sale. Customers may still purchase spare units during this period, but these units may not be used for new deployments.

#### **4.13 END OF SERVICE LIFE**

The final stage for a product is the End of Service Life. At this stage, Clever Devices will no longer be able to provide service or support for the product identified. Clever Devices will notify all existing Customers, One (1) in advance, End of Service Life. No service contracts will be available for this product. Any existing service contracts for this product will be supported till its next renewal date or anniversary date, whichever occurs first.

#### **4.14 OEM WARRANTY**

Should, as part of the original deployment, Clever Devices provide any products from a third party (OEM), unless otherwise specified in this agreement, that OEM hardware shall be covered by this warranty. It should be noted that turnaround times for repair/replacement service may be different than what Clever can offer due to any terms from the OEM.

#### **4.15 PRODUCT UPGRADES**

Hardware upgrades are not part of this Agreement.

#### **4.16 FIELD SERVICE**

Clever Devices Field Service dispatch is not included as part of this Agreement.

## 5 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 0, **Error! Not a valid bookmark self-reference.** 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

<b>Customer:</b>	The single end–user organization (license holder of the Software Product) signing this Agreement and authorized to use the Program(s).
<b>Software Product:</b>	The specific Clever Devices licensed product(s).
<b>Software Update(s):</b>	Either a modification or addition that, when made or added to the Software 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.
<b>Software Upgrade(s):</b>	New, standalone versions of a Software Product that may include major 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.
<b>Software Maintenance:</b>	The maintenance provided for all components of the Software Product purchased.
<b>Maintenance Period:</b>	The duration of the maintenance subject to the terms and conditions as specified 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:

<b>Data or Data Backups:</b>	Neither Data nor Data Backups are covered under this agreement. The Customer is responsible for backing up and maintaining their data.
<b>Field Service Labor:</b>	Unless specified in this agreement, deployment of Clever Devices Field Services labor is not covered for software updates or software upgrades but may be quoted on an as needed basis.
<b>Software Update(s):</b>	Customers with valid Software Maintenance Agreements are entitled to Software 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 Upgrade(s):** Customers with valid Software Maintenance Agreements are entitled to Software 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.

**Training:** Unless otherwise specified in this agreement, training is not covered as part of any software update or software upgrade

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, New Orleans Regional Transit Authority will supply Clever Devices with a copy of the most current database associated with software version for which errors have been reported.

While Clever Devices will perform all testing in their environment, it is not possible to account for the exact Customer environment and Clever Devices cannot guarantee an issue free deployment unless the Customer has their own test/dev environment.

## 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" subject to a "call back" from one of our Technical Support Engineers. Clever Devices will escalate issues to third-party vendors for Clever Devices' Products running third-party application software. Support times from third-party vendors vary and may not be consistent with that of Clever Devices.

### 5.4.1 ISSUE REPORTING

The Customer 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 Sr. Vice President of Client Services 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:** CleverSupport@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. For Critical (Priority 1) or Major (Priority 2) issues, Clever Devices requests that the Customer contact Technical Support via phone for a more immediate response.

## 5.5 ISSUE TRACKING AND RESOLUTION

Upon receipt of a support request, our Technical Support Department will open an incident, assign an Incident Number and priority. Our Technical Support Department will proceed to troubleshoot the problem, escalating as required.

When contacting the TAC for support, the Customer should make sure that they have the following information available:

- Customer name and location
- Contact phone number and email
- Product name that is experiencing an issue
- Serial number and vehicle number if available
- Software version
- Description of issue
- Steps taken by Customer to troubleshoot

### 5.5.1 DETERMINE PRIORITY

A Technical Support Representative determines the issue’s priority by following the IT Infrastructure Library (ITIL) approach on Priority.

#### Priority Definitions

Priority Level	Name	Definition
P1	Critical	Any event or combination of events which causes 100% loss, outage or availability of the infrastructure, or hosted service and there is no viable workaround and affects the Customer's ability to use any of the contracted Services/Solutions.
P2	Major	Any event or combination of events which causes partial loss, outage, or availability, resulting in serious degradation of Infrastructure Device or hosted service which partially prevents the use of contracted Service or some of its features.
P3	Minor	Impaired performance of any specific infrastructure device, application or vehicle subsystem which affects the performance of the contract Service but does not prevent normal use with some limitations or finding alternate options.
P4	Info	Device/Service is functioning properly, unrelated to performance of the equipment, application, or Service.

## 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 New Orleans Regional Transit Authority, Clever Devices will provide Customer with Remote Support as necessary, using a secure Virtual Private Network (VPN) connection or other mutually agreed upon remote access system. 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. Should remote access not be available, due to lack of access or permission from the Customer, any Service Level Agreements ("SLAs") that may be impacted due to this lack of access will be excluded from remote support.

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 FIELD SERVICES

Clever Devices Field Service dispatch is not included as part of this agreement.

## 5.9 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

<b>Upgrade and Update Installation/Deployment Labor:</b>	Clever Devices can offer assistance to help New Orleans Regional Transit Authority 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.
<b>Custom Enhancements:</b>	Clever Devices will consider and evaluate the development of additional 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.
<b>Integration:</b>	Integration with third-party software initially, or resulting from changes or updates to those products, will be quoted upon request.

## 5.10 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.

The Customer 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, the

Customer 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).

### **5.11 COMMERCIAL OFF THE SHELF SOFTWARE (COTSS)**

COTS Software that is in use and required to deploy the Clever Devices' solution will be managed and maintained by the Customer unless otherwise explicitly stated otherwise in this agreement. Some examples of COTS software are, but not limited to: Computer Service Operating System Software, Sequel Database Software, Virus Protection Software, any security protection software. It is the sole responsibility of the Customer to ensure that they are maintaining their COTS environment.

### **5.12 CUSTOMER OWNED IT INFRASTRUCTURE**

Unless otherwise specified in this agreement, the support and management of any customer owned IT Infrastructure, including, but not limited to:

- Servers
- Firewalls
- Routers
- Switches
- Network

Shall be the responsibility of the Customer. The Customer shall ensure that they are maintaining their IT Infrastructure in accordance with IT best practices as it relates to security, patching, memory, storage and file maintenance. Clever Devices shall only be responsible for the support and maintenance of their applications that make use of the Customer's IT Infrastructure.

---

## 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**

By: \_\_\_\_\_  
(Signature)

By: \_\_\_\_\_  
(Signature) Authorized Representative

Name: \_\_\_\_\_  
(Print)

Name: \_\_\_\_\_  
(Print)

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

## 8 ATTACHMENT A – COVERED HARDWARE PRODUCTS

Product	Quantity
IVN Controller	145
IVN-R Controller	66
Transit Control Head	211
EA Switch	211
PA Plate Assembly	211
Exterior Speakers	211
AVC Microphone	211
Multi-Band Antenna	211
URLC	211
Handset	211
Interior LED Sign	145
APC (2021 & 2022 OEM Buses Only)	43

## 9 ATTACHMENT B – LIST OF COVERED SOFTWARE PRODUCTS

Product
On-Board Software
CAD/AVL
AVA
BusTime
CleverWorks
CleverReports
DCC
BusLink
RideCheck+
DVR License
Pre-Trip Inspection
Text-To-Speech (English & Spanish)
CleverCAD Mobile
CleverVision (43 Vehicles)
AVM (145 Vehicles)
Radio Licenses (159 Vehicles)



## 10 ATTACHMENT C – SERVICE LEVEL AGREEMENT (SLA)

### Priority Definitions

Priority Level	Name	Definition
P1	Critical	Any event or combination of events which causes 100% loss, outage or availability of the infrastructure, or hosted service and there is no viable workaround and affects the Customer's ability to use any of the contracted Services/Solutions.
P2	Major	Any event or combination of events which causes partial loss, outage, or availability, resulting in serious degradation of Infrastructure Device or hosted service which partially prevents the use of contracted Service or some of its features.
P3	Minor	Impaired performance of any specific infrastructure device, application or vehicle subsystem which affects the performance of the contract Service but does not prevent normal use with some limitations or finding alternate options.
P4	Info	Device/Service is functioning properly, unrelated to performance of the equipment, application, or Service.

### Technical Assistance Center

Metric	Priority	P1	P2	P3	P4	SLA Target
Availability		24x7x365	24x7x365	24x7x365	24x7x365	
Response to Phone Call		30 Minutes	60 Minutes	2 hours	Next Business Day	90%
Response to Email		N/A	N/A	4 hours	Next Business Day	90%
RCA Report Availability		5 business days	8 business days	N/A	N/A	90%

### Hosted Service

Metric	SLA Target	Notes
Hosted Service Availability	99.9%	Excluding the following: <ul style="list-style-type: none"> <li>Planned/approved maintenance.</li> <li>Downtime resulting from outages of third-party connections or utilities.</li> </ul>

### Hardware Warranty

Metric	Description	Notes
Availability	8x5 Monday-through Friday	
Response	2 business days	
Product RMA – Standard	30 days	
Product RMA – Critical	5 Business days	Customer must identify that this is a critical RMA due to depleted spare inventory.

### Assumptions

- “SLA Hold” will be applicable in the event the service(s) are knowingly taken offline or part of a change management procedure, not available during remediation, in the event Clever Devices remediation efforts are pending Customer response or Customer third-party engagement.
- Assumes Clever Devices has remote access to the system. If there is no access, Incident Isolation and RCA Report Availability SLAs will be excluded.

- 3) A dispatch may be required to isolate. Dispatch may be at additional cost if not covered by agreement.
- 4) Software updates will be provided to resolve an identified issue provided device as an active software warranty/maintenance agreement.
- 5) For devices that are modified without Clever Devices' awareness or an unknown change management procedure, this will not count against the SLA.
- 6) For known or unknown network changes that interrupt the service capability, this will not count against the SLA.

## 11 ATTACHMENT D – PRICING

### 11.1 CONFIDENTIAL QUOTATION

ATTN:	Sterlin Stevens	DATE:	August 16, 2023
COMPANY:	New Orleans Regional Transit Authority (NORTA)	FAX:	
EMAIL:	sstevens@rtaforward.org	OPP ID #	0063s00000Dr1b5
		PR # in SF	8201
ADDRESS:	2817 Canal Street New Orleans, Louisiana 70119	RE:	NORTA - Fixed Route SW and HW Maintenance 12/1/2023 - 11/30/2024
PHONE:	504.606-3354		

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

Item	Qty	Description	Unit Price	Extended Price
<b>Original Contract Warranty Renewal</b>				
1	1	Clever Devices 7th Year Warranty: Base Project	\$152,400.00	\$152,400.00
2	1	DVR System Annual Software Maintenance	\$43,748.00	\$43,748.00
			<b>Total</b>	<b>\$196,148.00</b>
<b>Change Order Warranty Renewal</b>				
Item	Qty	Description	Unit Price	Extended Price
<b>Automatic Passenger Counting (APC) - Buses</b>				
3	1	Bus APC SW Maintenance	\$20,246.00	\$20,246.00
<b>Pre-Trip Inspection</b>				
4	1	Pre-Trip SW Maintenance	\$3,125.00	\$3,125.00
<b>Radio Integration - Buses</b>				
5	1	Radio Integration HW Warranty & SW Maintenance	\$9,794.00	\$9,794.00
<b>Automatic Vehicle Monitoring (AVM) - Buses</b>				
6	1	AVM SW Maintenance	\$18,867.00	\$18,867.00
<b>Text-To-Speech (TTS) in English</b>				
7	1	Text-To-Speech (TTS) SW Maintenance	\$295.00	\$295.00
<b>CleverCAD Mobile</b>				
8	1	CleverCAD Mobile SW Maintenance	\$10,916.00	\$10,916.00
<b>Audio Recordings in Spanish and Vietnamese and Text-To-Speech (TTS) in Spanish (add-on to English)</b>				
9	1	Text-To-Speech (TTS) Spanish (add-on to English) SW Maintenance	\$65.56	\$65.56

<b>IVN-R Change - Streetcars</b>				
10	1	Change in StreetCar On-Board Hardware Warranty	\$4,087.00	\$4,087.00
<b>Radio Integration - Streetcars</b>				
11	1	Radio Integration HW Warranty & SW Maintenance	\$4,797.00	\$4,797.00
<b>Video Licenses &amp; vMax Commander</b>				
12	1	Video Licenses & vMax Commander	\$8,366.00	\$8,366.00
<b>Change in Fixed Route Buses</b>				
13	1	Change in Fixed Route Buses Accounting for Retired Buses and OEM Bus Builds	\$34,340.00	\$34,340.00
<b>Total</b>				<b>\$114,898.56</b>
<b>Grand Total</b>				<b>\$311,046.56</b>

**Notes:**

- Clever Devices is experiencing disruptions due to the global supply chain crisis, resulting in price increases and extended lead times. While we are working closely with our suppliers to optimize our inventory and negotiate pricing, changes are happening so rapidly that we are unable to control these issues to the extent that we have in the past. In the event of changes in the market conditions which impact costs and lead times, Clever Devices reserves the right to revise quoted prices and lead times prior to acceptance of a purchase order. Customers will be notified and afforded an opportunity to confirm purchase orders within five (5) business days from receipt of notice. We appreciate your patience and collaboration as we work through these challenges together.
- Above Pricing is based on existing functionality and fleet count. Any changes in the fleet count and/or functionality will result into revised pricing.
- Please refer above attached "Service Agreement" for hardware and software coverage.

**Payment Milestones:**

- Project milestones will be defined and agreed upon prior to acceptance of purchase order.

Walter Weichselbaumer  
 Strategic Account Manager  
 516-967-3498

mc