![Clever Devices — Where Mobility Matters]

Scope of Work Proposed to NORTA

for CleverInsights APC Reporting

July 17, 2024

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1   OVERVIEW

The following Scope of Work (SOW) describes the solution to upgrade to CleverInsights from Ridecheck+ including the deliverables and process.

the following upgrade for NORTA:

1.1   OPTIONAL MANUAL CHECKER DATA

In addition to the CleverInsights solution described below, the priced option for manual checker data will add manual checker data from the ferries into CleverInsights. NORTA's captains will continue to use the screen they do today to enter the passenger classifications. This information will be logged onboard the vehicle and uploaded at the end of the day. The development change is to ingest this data into CleverInsights to be used for reporting rather than CleverReports. Note, as captains enter only one value which represents "total trip passenger counts", CleverInsights will consider ons to equal offs for a balanced load on each ferry trip. The benefit of this solution will be that all ridership data will be contained in one reporting solution, and captains do not need to be retrained on a new data entry process.

1.2   PROPOSED SOLUTION

Ridecheck+ has provided reliable ridership reporting including NTD in the North American transit marketplace for over 20 years. Clever Devices' commitment to the transit industry results in continued improvement and migration to the most recent technology. As such, Clever Devices is excited to announce the arrival of Ridecheck+'s successor; CleverInsights.

CleverInsights capitalizes on best practices as well as 20 years of experience and expertise deploying Ridecheck+ for ridership and NTD reporting. CleverInsights is a state-of-the-art ridership reporting solution that provides key benefits over Ridecheck+ including a sleek web-based user interface, simplified administration, enhanced APC file ingestion monitoring, powerful report filtering, tailored report customization, click to share collaboration, and transit agency access to data using CleverAPI.

CleverInsights offers the following benefits to NORTA:
- Responsive Web Application
- Configurable Home Dashboard
- Automated Schedule Import
- High Accuracy APC Data Validation and Integrity
- System Health Monitoring and Maintenance
- Data Storage and Retention
- Manual Logon Trip Matching
- Manual Data Collection Module
- Feature Rich Reporting

CleverInsights is offered as a SaaS product that provides a superior customer experience through the user interface while it alleviates the transit agency from maintenance support. The last three (3) years of data is stored and available for reporting.

1.3   DELIVERABLES

DELIVERABLE	DESCRIPTION
CleverInsights	State of the art ridership reporting Includes SaaS service for 3 years Includes 3 years of Data retention
CleverAPI for CleverInsights	CleverAPI is used to query CleverInsights data for external reporting and included with CleverInsights
Configuration of Agency Credentials	CleverInsights includes configuration of NORTA's user accounts for credentials, permissions, etc.
Project Management and Deployment	Clever Devices has included deployment and configuration as part of our CleverInsights SaaS offering.

2 CLEVERINSIGHTS PRODUCT

The following describes the solution and process to upgrade Ridecheck+ to CleverInsights.

2.1.1 CLEVERINSIGHTS

CleverInsights is a comprehensive ridership reporting solution that is used within transit agencies by APC processing personnel, route and stop planners, schedulers, management, and many other transit personnel. It is designed specifically for transit, supports NTD reporting and automated onboard APC systems.
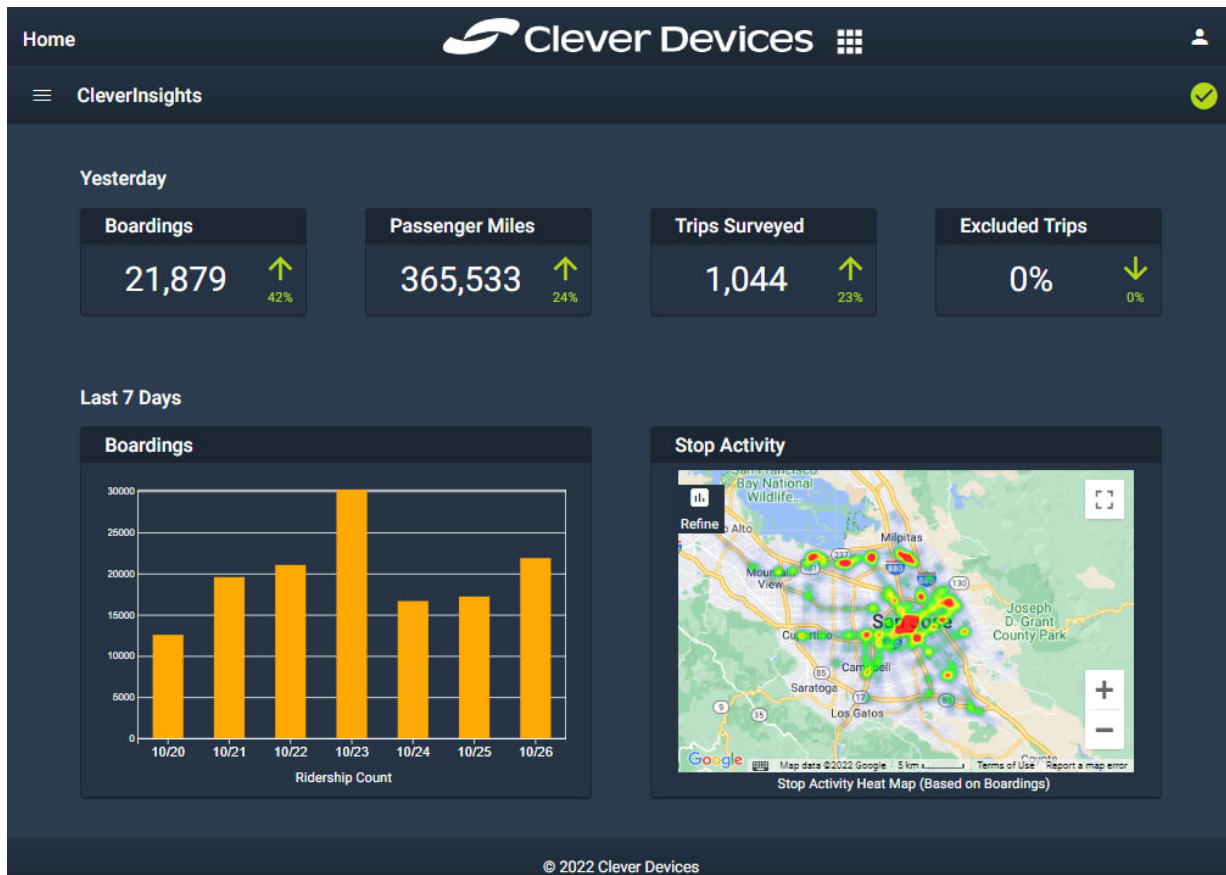

FIGURE 1: CLEVERINSIGHTS HOME DASHBOARD

CleverInsights includes a responsive website that is fully legible on different size screens supported by tablets, laptops and large screen computers. It is available as a Software as a Service (SaaS). It is easily accessible, intuitive, includes automated processing for gathering, cleaning, analyzing, reporting, and sharing ridership and service performance information. CleverInsights exceeds all other ridership reporting solutions in describing ridership, exposing opportunities for greater efficiency, and directing staff in reducing expenses. It affords NORTA the necessary tools to manage their data without worrying about managing the tool.

CleverInsights provides the following key features:

FEATURE	DESCRIPTION
Responsive Web Application	CleverInsights is a web-based application that makes access easy for all credentialed users at NORTA. Interdepartmental access to passenger information allows for each internal team to complete their workflows without relying on one or two users of an installed client application. When ridership information is easy to access, departments can collaborate more easily because users can share reports and view the same information at the same time. CleverInsights responsive, web-based application can be viewed on desktop, laptop, and tablet devices.
Configurable Home Dashboard	Users can add and remove widgets from their dashboard screens so that the information they use most is available at their fingertips. CleverInsights offers multiple trend data widgets and KPIs widgets to allow users to select for their own custom home dashboard. At the top of the Home Dashboard are the most important KPIs from yesterday that users want to track. These KPIs includes boardings, passenger miles, trips surveyed, and exclusions. Within each KPI tile is a trend indicator that gives users a quick view of how their system is performing compared to the same day the previous week. The lower half of the Home Dashboard shows trend information for the Last 7 Days. The Widgets in this section show ridership trends and utilization of the system for the last seven days.
Automated Schedule Import	CleverInsights imports a new schedule or a revision to an existing schedule from CleverWorks by using an automated import process. CleverInsights preserves the service designation in the agency's scheduling system (e.g., Weekday, Saturday, Holiday) as well as trip, stop, and block identifiers. CleverInsights notifies the user of schedule import status. Schedule files that fail the import process are moved to a directory for evaluation and correction. An Error Log is generated to assist the user in pinpointing the corrections needed.

High Accuracy APC Data Validation and Integrity	A sophisticated set of data validation and integrity checks performed through a three-step procedure ensures that the data contained within the reports is of the highest accuracy. To achieve this, CleverInsights has continuous pre-processing (as files are received) of the vehicle data through Data Processing Rules (DPR). CleverInsights DPRs include over 50 user-configurable thresholds to validate, clean, and include in reporting the incoming APC data from the fleet. Two DPR examples are: 1) Excluding trips where more people board than the bus can support and 2) Excluding a block with a great imbalance between boardings and alightings. Processing against DPR to ensure that data anomalies are either excluded from the data set or adjusted so that they can be included in the reporting data set.
System Health Monitoring And Maintenance	The System Status Indicator on the Home Dashboard gives the user vital up-to-date information about the web server availability and data processing status of the system. The System Status Indicator has three states indicating status of web server communications and data processing status. Users can drill down into the System Status to see the detailed processing status via the File Import Status Widget and the Reporting Vehicles widget that shows a count of the vehicles that sent files the previous day. Exclusion Reports allow a user to view and track which vehicles need to have a technician investigate the vehicle and replace or fix APC sensor hardware. CleverInsights also provides Exclusion Reports and visualization tools to aid staff in identifying data issues with incoming APC data, such as listing vehicles with counting issues due to faulty front-door or back-door sensor, schedule abnormalities, and operational issues. The Schedule Error Log is used to identify issues in the Schedule Import Process. Schedule files that fail the import process are moved to a directory for evaluation and correction. An Error Log is generated to assist the user in pinpointing the corrections needed.
Data Storage and Retention	CleverInsights maintains stop level and trip level detail information. At the trip level, the system maintains schedule data including trip numbers, block, operator, revenue and passenger miles, and hours. Stop level data such as passenger counts, stop ID, geolocation, stop name are all maintained in the database. Data is stored for as long as the Transit Agency selects to store the data.
Manual Logon Trip Matching	For APC data from the fleet that has no block, run, or trip correlation, such as from a manual logon, CleverInsights has sophisticated matching algorithm to correlate this APC data to schedule data (runs, block, trips) schedule information prior to the Data Processing Rule application.

Manual Checker Module	The CleverInsights responsive website includes the Manual Checker Module that provide a means for NORTA to manually collect APC data, as well as manage the process of manual collection of APC data. The Manual Checker Module displays the pertinent information related to the trip being surveyed and allows the user to enter boardings and alightings for each stop. Upon completion of the trip, the Manual Checker Module synchronizes with the CleverInsights database.
Feature Rich Reporting	CleverInsights reporting functionality provides advanced features that give users all the power and flexibility they want from a modern reporting tool. Customization and Ad Hoc Reporting: CleverInsights uses a flexible reporting grid to allow users to perform light customizations and generate ad hoc reports within CleverInsights. Save a Report: With the Save As functionality, users can save a copy of the standard report that reflects the filtering and customization they have selected simply by clicking the Save As icon. When users update a Saved report, they have the option to update in the current version with the Save icon or create another Saved version with the Save As icon. Share Reports: CleverInsights makes collaboration easy by providing a weblink sharing method for sharing custom reports with other CleverInsights users within their transit agency. Export: CleverInsights features standard reports showing all the information that users want succinctly and easily. Using the Export functionality, data can be exported from CleverInsights to Excel, .csv, or pdf formats. With these export options, users can print and distribute reports or perform deeper analysis, if desired. Favorites: Users can easily make a standard or custom report one of their favorites for ease of use in the future. Those reports made favorite by the user are shown in the Favorites section in the Reports menu.

2.1.1.2 CONFIGURABLE HOME DASHBOARD

CleverInsights is built with various customers' needs in mind. The Home Screen is an excellent dashboard interface for users who require a higher-level view of ridership performance and CleverInsights functionality.
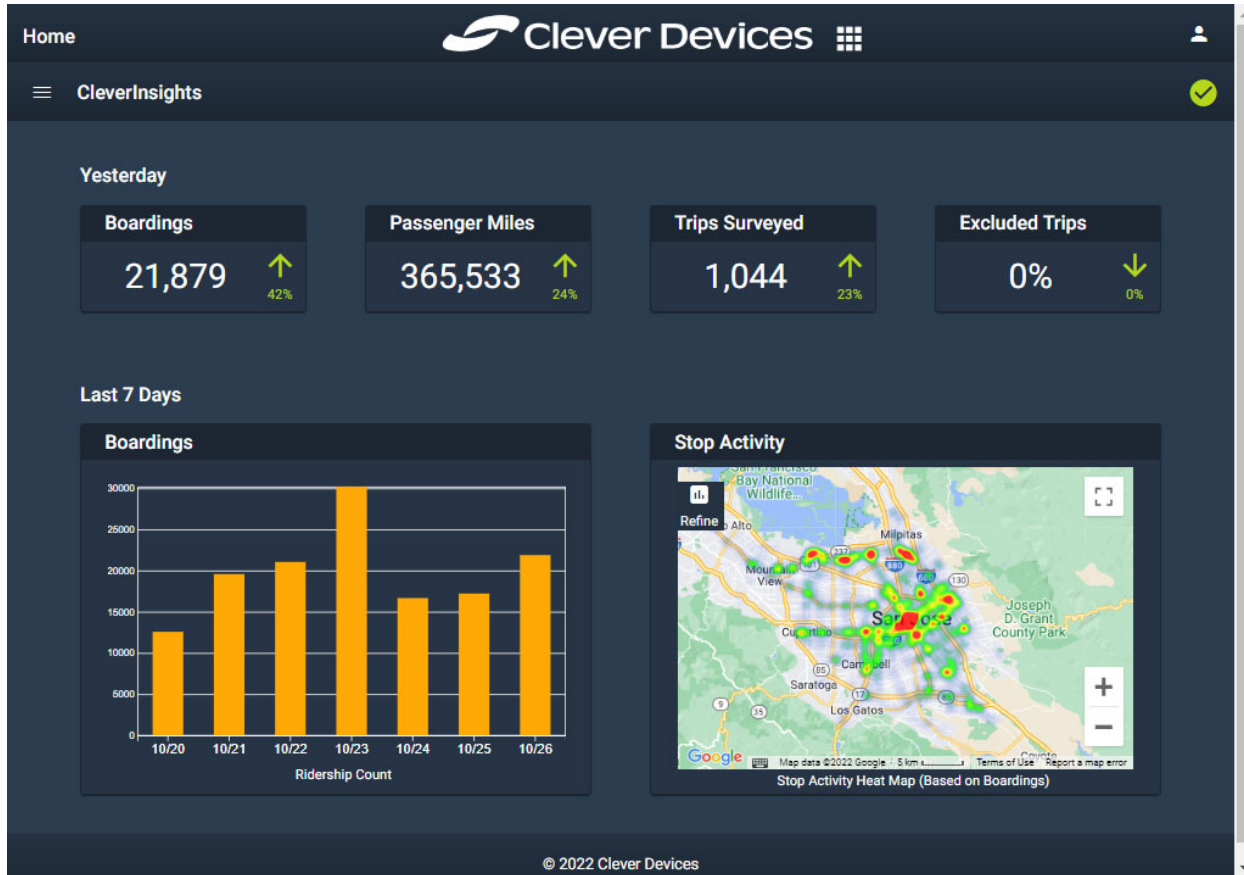

FIGURE 2: CLEVERINSIGHTS HOME DASHBOARD SCREEN

2.1.1.2.1 YESTERDAY KPIS

At the top of the Home Screen are the most important KPI's that typical CleverInsights users want to track. In these tiles we see key information of boardings, passenger miles, trips surveyed, and exclusions collected in yesterday's data. Included in each tile is a trend indicator that gives users a quick view of how their system is performing compared to the same day the previous week.

2.1.1.2.2 LAST 7 DAYS TREND

Below the KPI tiles, important information about ridership trends and utilization of the system at the stop level is displayed in an easy-to-understand map graphical interface.

2.1.1.2.3 CONFIGURABLE WIDGETS

As a new standard for Clever Devices, users can add and remove widgets from their dashboard screens so that the information they use most is available at their fingertips. CleverInsights offers multiple trend data widgets and KPIs widgets to allow users to select for their own custom dashboard configuration.

2.1.1.3 DATA INTEGRITY AND VALIDATION

CleverInsights collects and processes APC data into an easy to navigate suite of reports. The data presented in reports is of the highest integrity because of the system's cleaning and validation procedures.

CleverInsights users can be certain that their APC data is handled to their exact specifications. CleverInsights takes the recorded data from the vehicle and processes that data through a sophisticated set of data validation and integrity checks to ensure the data contained within the reports is of the highest accuracy. CleverInsights DPR are configurable to match your agency's specifications for data handling and validation. Once validated according to the DPR, the data is processed into APC reports.
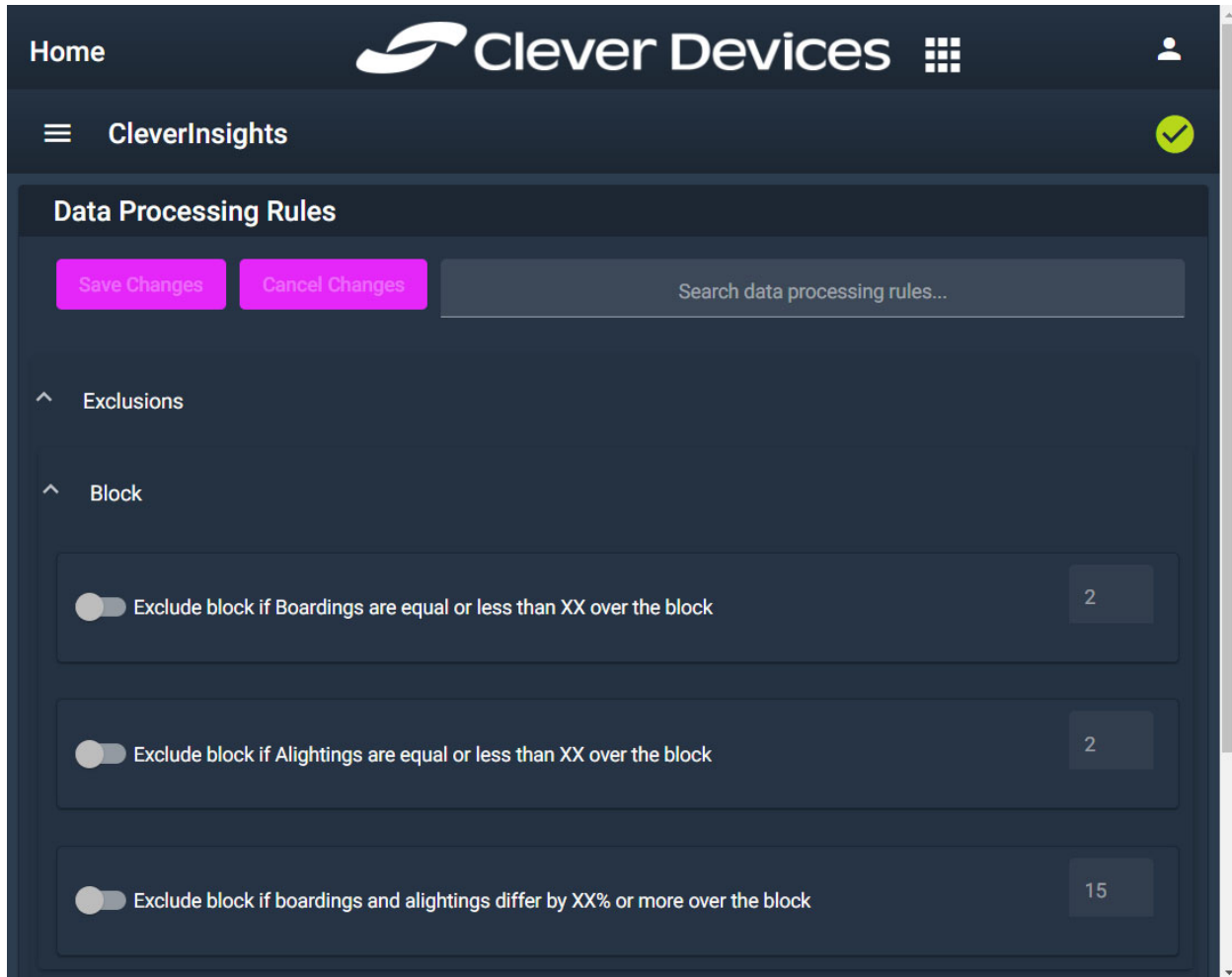
FIGURE 2: DATA PROCESSING RULES SCREEN

2.1.1.3.1   DATA PROCESSING RULES (DPR)

CleverInsights has an automated three step process for data integrity and validation:
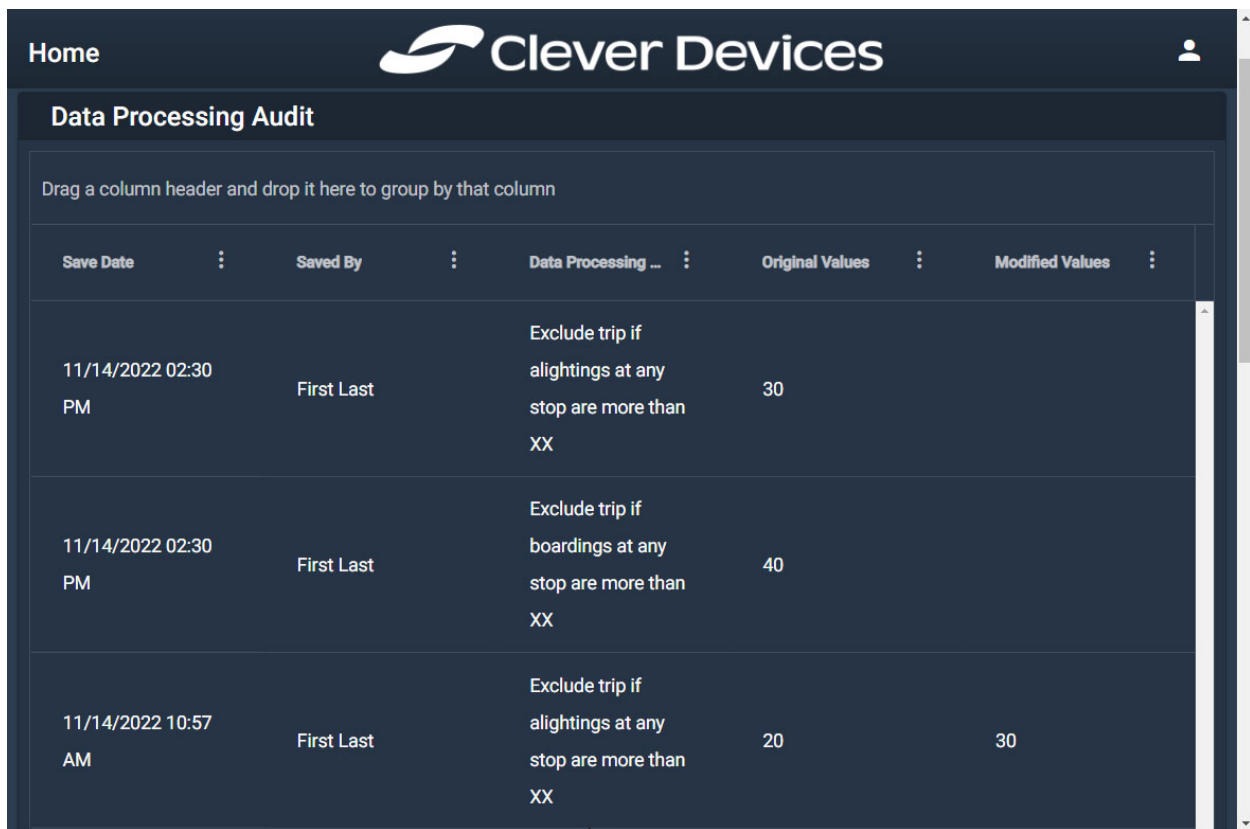
1) APC data ingested into CleverInsights must first pass through initial data integrity checks that ensures the data is well formatted and readable by the system
2) All data that passes the first step must then pass through an initial set of agency configurable Data Processing Rules during roll up processing. Block and trip level Rules are applied to ensure that APC data is free of errors caused by APC hardware malfunction or misalignment. Data that passes this is stored in the CleverInsights database.
3) Upon report generation, the final agency specific Data Processing Rule set is applied to the selected dataset

CleverInsights has over 50 configurable thresholds that validate and adjust incoming data. These configurable thresholds are called DPR and are used by CleverInsights to automatically determine which data should be included in reports or make transit agency adjustments to the data. An adjustment example is to automatically associate all boardings detected on a pull-out trip to the first revenue trip in the block.

Thresholds allow users to define processing rules such as excluding trips where more people board than the bus can support or excluding a block with a great imbalance between ons and offs.

Validating data against user defined thresholds ensures that incomplete or questionable data is kept out of ridership reporting. However, data that fails to meet validation thresholds remains within the database and is used in Exclusion reporting. CleverInsights provides Exclusion Reports and visualization tools to aid staff in identifying data issues with incoming APC data, such as listing vehicles with counting issues due to faulty front-door or back-door sensor, schedule abnormalities, and operational issues.

An agency can enable or disable individual thresholds and set the thresholds for corrective action. Many thresholds can be reset, and the impacts immediately reflected in the reports. Any changes made to the DPR are viewable in the Data Processing Audit Screen. This ensures transparency for any administrators of the system. Configuration of DPR is tracked and viewable in the Data Processing Audit Screen. These include changing thresholds, enable/disable thresholds, and corrective actions. Many thresholds can be reset with the impacts immediately reflected in the reports.

FIGURE 3: DATA PROCESSING AUDIT SCREEN

2.1.1.4   SYSTEM HEALTH MONITORING

CleverInsights gives users full transparency into how the system is functioning. Through a combination of information visualization, system logs, and reports

2.1.1.4.1   SYSTEM STATUS INDICATOR

The System Status Indicator gives the user vital information about how the system is functioning. The System Status Indicator assists the user in understanding how data is currently processing in the system and the connection status of the web application to the backend. With CleverInsights, Data processing and Rollup are continuously happening as vehicle files come in. Users do not have to wait for the overnight batch file process to see the data they want to see in their reports. In the right-hand corner of the Home Screen is a System Status Indicator.

A simple click of the System Status icon takes the user to a System Status Screen. The System Status Screen lets users see high-level information about reporting vehicles, active schedule, and vehicle processing status. This information is visualized through three separate widgets on the System Status Screen. These widgets use an easy-to-understand graphical format to tell the user statistics about the reporting vehicles and the vehicle files imported into the CleverInsights system.
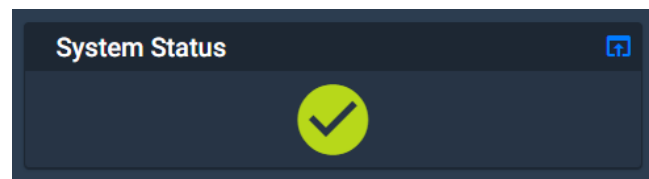

FIGURE 4: SYSTEM STATUS WIDGET
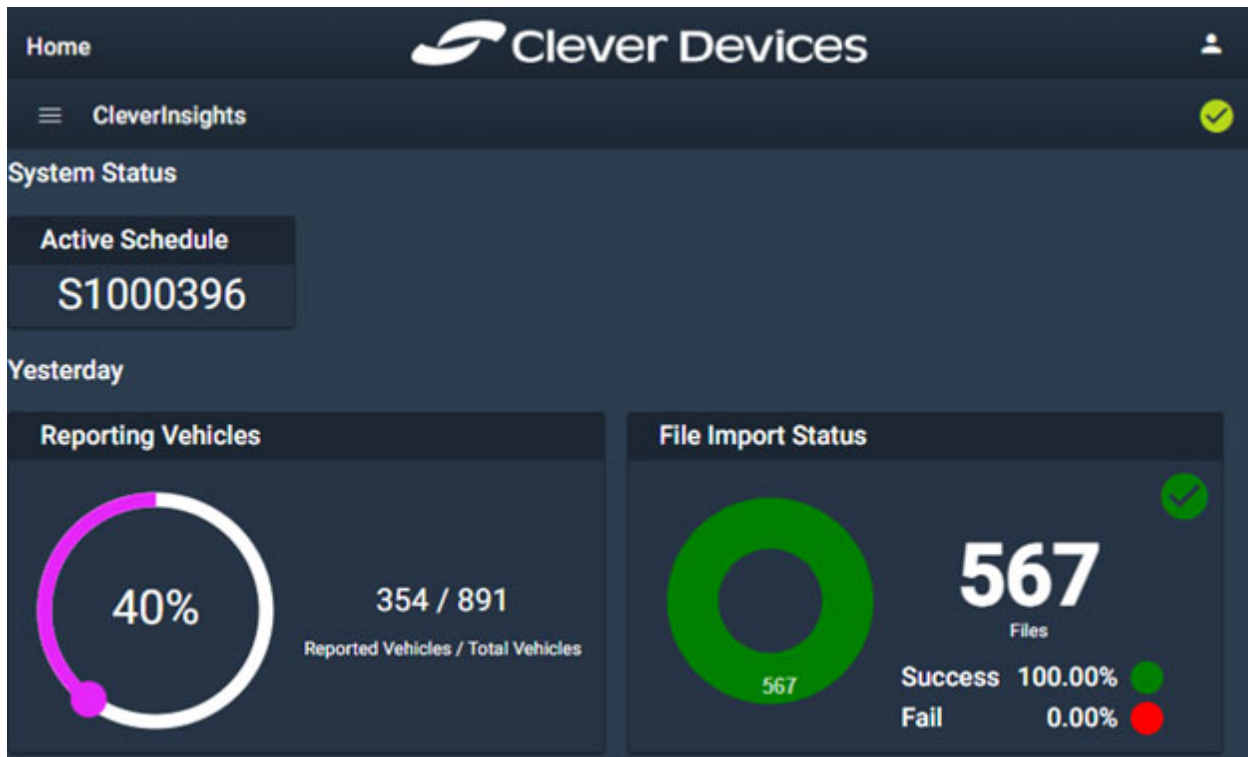
FIGURE 5: SYSTEM STATUS SCREEN

2.1.1.4.2 SYSTEM MAINTENANCE

CleverInsights provides tools to the end user to diagnose APC and schedule related problems. Schedule related issues are identified during the Schedule Import Process giving the user the option to correct schedule data prior to continuing.

CleverInsights includes reports that identify which vehicles may have APC sensor or analyzer issues which could cause under counting.

2.1.1.4.2.1 VEHICLE DIAGNOSTIC REPORTS

During the life of a vehicle, APCs may be damaged, bumped out of alignment, or fail to work. As part of the ingestion process, CleverInsights examines ridership on each block, and if the boardings and alightings are off by configurable DPR, the trips associated with that discarded block are not included in reports.

Determining which vehicles have malfunctioning sensors is a critical function of maintaining a CleverInsights solution. CleverInsights provides reports that allow a user to view and track which vehicles need to have a technician investigate the vehicle and replace or fix APC sensor hardware.

2.1.2 MANUAL CHECKER MODULE AND CAPTURE APP

CleverInsights includes the Manual Checker module and Capture mobile app that provide a means for NORTA to manually collect APC data on mobile devices. The Manual Checker module in the main CleverInsights web application is used by administrators to generate, schedule, assign and track surveys to staff. Features include:

- Survey creation
- Ability to assign surveys to users and monitor progress
- Synchronization with Capture mobile applications
- Manual vs Automatic comparisons
- Capture App to manually capture survey's through mobile tablet with
  - o Online and Offline modes
  - o Uses schedule data to provide route stop list
  - o Standard, Wheelchair and Bicycle manual entry
  - o Route Progress View
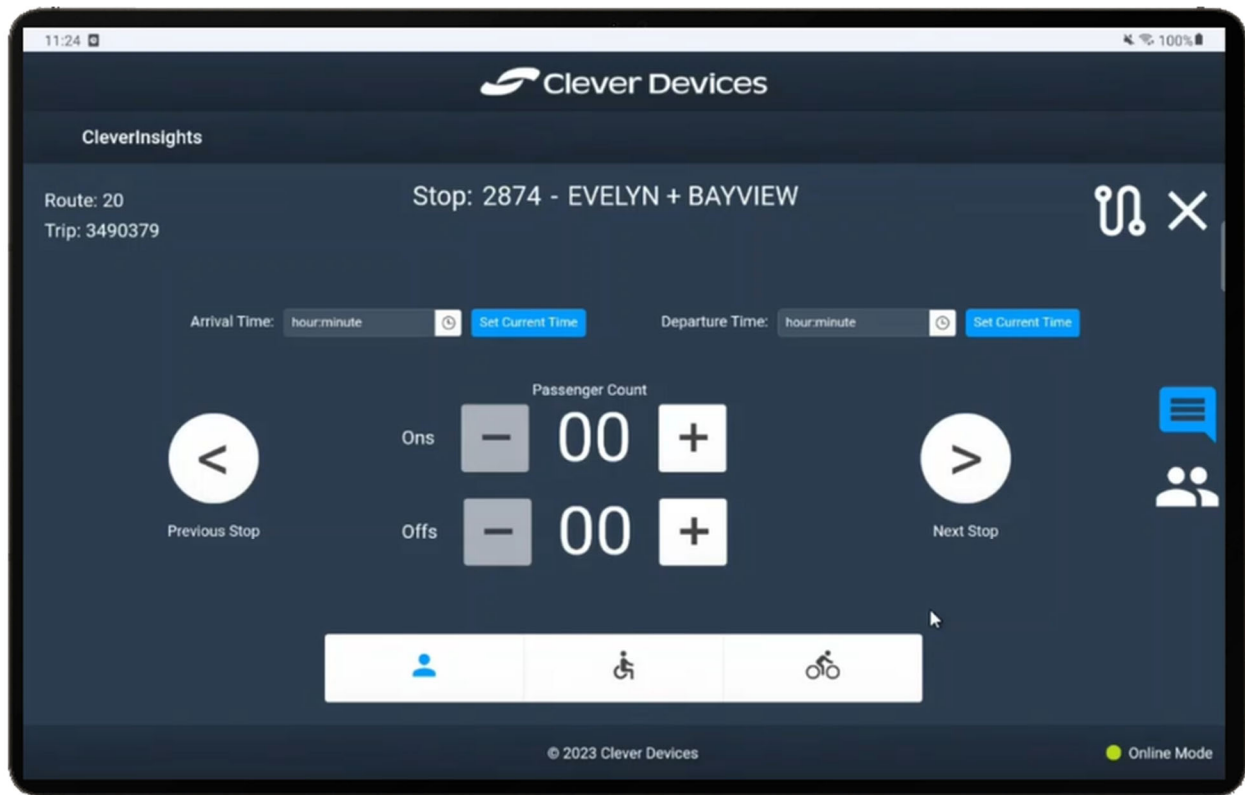
2.1.3   CLEVERINSIGHTS' CAPTURE APP TABLET DEVICES

Device Flexibility

Capture is designed to be device agnostic, ensuring broad compatibility across a variety of devices. While it is optimized for tablet use, especially in the context of manual data collection and survey management as part of the CleverInsights suite, it remains fully functional on other mobile devices, including smartphones and laptops. This flexibility allows NORTA to deploy the application across existing hardware, minimizing the need for additional investment in specific device types.

OS Flexibility

Capture is designed to work seamlessly across a wide range of devices, regardless of their operating system. It supports all major mobile and desktop platforms, including Android, iOS, Windows, and macOS. This ensures that every staff member can access and use the app, no matter which device they prefer to use, facilitating a consistent and inclusive user experience across NORTA's operations.

Screen Size Limitations

Capture is crafted with a responsive design, ensuring a seamless and efficient user experience on a wide array of screen sizes. Capture is optimized for tablet use. The app facilitates easy data entry and survey management making it an ideal tool for field operations. For optimal operational efficiency and enhanced user comfort, we recommend using devices with a screen size of at least 10.1 inches.

2.1.3.1 REPORT FEATURES

CleverInsights contains many features to aid users in their analysis of ridership, load, and utilization data. These features ensure a modern reporting tool experience and provide features that other ridership reporting systems do not have.

2.1.3.1.1 REPORT FILTERING

Users can apply filters on-the-fly to exponentially increase the quantity of reports for evaluating ridership, passenger loads, and National Transit Database (NTD). CleverInsights features a left-hand fly out Filter Pane for on-the-fly Filter selection from any report. The Filter Pane functionality allow users the maximum on-screen viewing area for reports so that users can focus on the data and their analysis of it. Users can change the filter criteria on the fly from within their report to change the data set they are looking at.

CleverInsights makes it easy to report on Agency-defined route attributes such as Route type, Route code, Route class, and Route mode. One attribute might have values of local, express, circulator and park & ride. Reports can be filtered by these attributes.

2.1.3.1.2 REPORT CUSTOMIZATION

CleverInsights uses a flexible reporting grid to allow users to perform light customizations to their reports and report formats. CleverInsights has a report display that allows a user to dynamically change column selections and aggregation functions without having to rerun the report.

FIGURE 6: CLEVERINSIGHTS REPORT FEATURES

2.1.3.1.3 SAVING A REPORT

With the Save As functionality, users can save a copy of the standard report that reflects the filtering and customization they have selected simply by clicking the Save As icon. Once clicked, a dialogue box opens to allow the user to name their saved report. Once saved, the report is created and stored in the Saved Reports Category in the Reports menu.

2.1.3.1.4 REPORT SHARING

CleverInsights makes collaboration easy by providing a simple method for sharing custom reports with other CleverInsights users within their transit agency. When the CleverInsights Share icon is selected, a dialog box including a weblink and copy button appear in the user's browser window. This weblink contains all the information the recipient needs to access the report that the sender wants to share with the recipient, including Filter settings and Customized Grid settings. Weblink recipients with the appropriate permissions can use the weblink with report and parameters embedded to be able to run the report and see the same data the sender sees. Recipients have the option of saving the report they received so that they can utilize the report at their leisure. Saved reports are stored in the Saved Reports Category in the Reports menu.
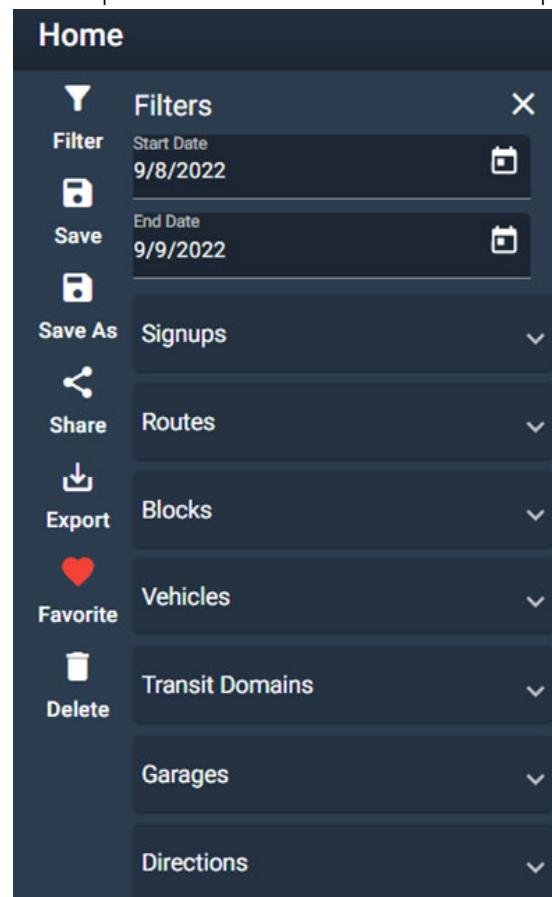
2.1.3.1.5   REPORT EXPORT

CleverInsights features standard reports showing all the information that users want succinctly and easily. Using the Export functionality, data can be exported from CleverInsights to Excel or .csv formats so that deeper analysis can be completed if desired. Reports can also be exported to .pdf format for printing, electronic storage, and electronic sharing purposes.

2.1.3.1.6   REPORT FAVORITES

Users can easily make a standard or custom report one of their favorites for ease of use in the future. Those reports made favorite by the user are shown in the Favorites section in the Reports menu.

2.1.3.2   REPORTS

Ensuring clean, accurate ridership reporting is the heart of the CleverInsights application. Clean, accurate data is ensured through data processing using the configurable Data Processing Rules. Reports are generated from the cleaned and validated data. Information is displayed in a grid format within the CleverInsights web application once the Filter Criteria is selected. CleverInsights presents information such as boardings, alightings, loads, passenger miles, and many other statistics calculated from data captured by automated onboard APC systems or checker surveys.

Both tabular and graphical reporting on key measures is included in the standard CleverInsights package.
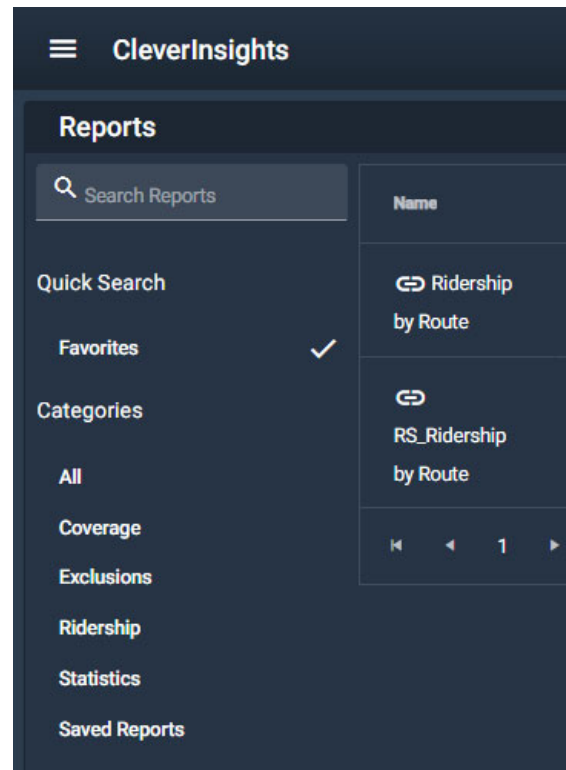
FIGURE 7: REPORTS MENU

CleverInsights includes many key measures and types of analytics that are not available in other ridership reporting systems. Key measures and analytics include:

Ridership:	Boardings, alightings, load at each stop, max load point of a trip, passenger miles, revenue miles, revenue hours, boardings per mile, boardings per hour, boardings per trip, and average trip length
Serviced stops:	Percentage stops with ridership activity on a trip
Load duration:	Percentage stops on a trip that exceeds a prescribed load
Crowding:	Patrons seated and standing -- with available personal space for standees
Counts:	Wheelchair, bicycle, and traffic signal priority counts are available when supported by onboard equipment
Administrative:	APC coverage reports

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CleverInsights processing ensures the data is aggregated and ready to enable customers to see patterns within their passenger data. The following report packages are available in CleverInsights to enable analysis:

REPORT CATEGORY	DESCRIPTION
Ridership Reports	Ridership Reports give the user valuable information about passenger activity at the Route, Trip, and Stop level. These reports provide the prime information customers need to learn about ridership patterns. Ridership reports include all the information to determine whether supply is meeting or exceeding demand; the average length of a customer trip, which stops are most heavily utilized on each route, and much more. Reports available in this package: • Ridership by Route • Ridership by Trip • Ridership by Stop
Coverage Reports	CleverInsights includes reporting to aid system administrators, scheduling staff, and supervisors to do their jobs more efficiently and effectively. CleverInsights provides APC Coverage Reports so staff knows which scheduled trips have and have not been collected during actual operations. Coverage Reports give the user valuable information about the collection of actual trip data compared to scheduled trip data. This information is a key element to understanding both the health of the APC system as well as the validity of the data collected. If coverage is low, reported data may not accurately represent ridership statistics and trends. Coverage Reports include Route information as well as revenue hour, scheduled trips, actual trips, coverage, frequency, and boarding measures. Reports available in this package: • Trips Surveyed by Block • Trips Surveyed by Day • Trips Surveyed by Route
Exclusion Reports	Exclusion Reports show users information about data excluded from the reporting data set when that data could not be validated through the Data Processing Rules set by the transit agency. Exclusion Reports assist users in the identification of schedule and APC issues. Exclusion Reports can be viewed based on Block, Vehicle, or Exclusion Reason. Reports contain Exclusion Reason Description, Count of Excluded Trips, Rate of Exclusions and Percent of Excluded Trips. Reports available in this package: • Exclusions by Reason • Exclusion Detail by Reason • Exclusions by Route • Exclusions by Block

Statistics Reports	Statistics Reports give users information about vehicle loading, stop utilization, level of service, and dwell time. This information assists users in making critical data-driven decisions about their overall transit system. Reports available in this package: • Load Statistics by Route • Load Statistics by Route and Stop • Load Statistics by Trip
Reports Supporting NTD	The NTD S-10 form requires monthly and annual reporting of service consumed. CleverInsights provides the required measures of unlinked passenger trips (UPT, also known as boardings), passenger miles traveled (PMT), revenue miles, revenue hours. The methodology used to derive the NTD reported measures is certified by a Statistician who has worked with the NTD Urban Analysts on NTD Certification for decades. Methodology certification by a qualified Statistician ensures compliance with FTA's NTD Reporting regulations for UPT, PMT, Revenue Miles, and Revenue Hours. Reports available in this package: • NTD Ridership by Route
APC Comparison Reports	APC data must be validated against manual checker data to ensure that APCs are collecting accurate counts. CleverInsights provides APC Comparison Reports that show trip level boarding and alighting counts collected by the APCs compared with the manual counts collected by checkers using the Manual Checker Module and responsive website for data entry.

2.1.3.3 SAMPLE REPORTS

The following are a small sample of the available reports within CleverInsights. In addition to these, there are many other tabular and graphical reports. Combined with the filters, the user has a flexible and easy-to-use system that helps to meet the reporting requirements.

2.1.3.3.1 RIDERSHIP BY ROUTE

The Ridership by Route Report provides a view of the ridership for all routes for the date range defined by the selected filter. The Report includes data organized in columns. Data available in this report includes Boardings, Alightings, Revenue Hours, Revenue Miles, Boardings per Hour, Boardings per Mile, Passenger Miles, Bicycle (Rack Deployments), Wheelchair (Lift Deployments). Filter options include Start Date, End Date, Signups, Routes, Blocks, Vehicles, Transit Domains, Garages, Directions.

Ridership by Route

|◄ ◄ 1 2 ► ►| Page 1 of 2   10 ▼ items per page   1 - 10 of 18 items

Drag a column header and drop it here to group by that column

Route	Boardings	Alightings	Revenue Miles	Revenue Hours
23	354	351	159.3	12.7
25	677	677	281.4	26.1
26	99	103	77.2	6.5
500	20	20	3.8	0.1
522	149	149	175.2	12.3
523	55	55	49.8	4.6
55	180	180	153.1	11.3
56	90	90	112.7	8.9
57	6	6	12.1	0.5
59	18	17	30.6	2.5
Total:	3,139	3,141	1,510.7	158.4
Average:	174.4	174.5	83.9	8.8
Minimum:	6	6	0.0	0.1
Maximum:	677	677	281.4	26.1
Std. Dev.:	170.7	170.6	88.3	7.0

2.1.3.3.2 RIDERSHIP BY TRIP

The Ridership by Trip Report provides a view of the ridership for all trips for the date range defined by the selected filter. The Report includes data organized in columns and is grouped by Trip. Data available in this report includes Boardings, Alightings, Trips Count, Avg Load, Max Load, Revenue Hours, Revenue Miles, Boardings per Hour, Boardings per Mile, Passenger Miles, Bicycle (Rack Deployments), and Wheelchair (Lift Deployments). Filter options include Start Date, End Date, Signups, Routes, Blocks, Vehicles, Transit Domains, Garages, Directions, Manual Logon Types.

Ridership by Trip

|◄| ◄ 1 2 3 4 5 ... ► ►| Page **1** of 15 | 10 ▼ | items per page

↑ Route ✕

Route	Block	Trip #	Start Time	Boardings	Alightings
Route: 21		**37 trips**		**779**	**779**
21	902	534020	12/5/22, 9:04 PM	4	4
21	502	665020	12/6/22, 11:03 AM	21	21
21	802	950020	12/6/22, 8:02 AM	36	36
21	602	1066020	12/5/22, 2:54 PM	43	43
21	602	1066020	12/6/22, 2:54 PM	33	33
21	502	1446020	12/6/22, 8:56 AM	40	40
21	502	1805020	12/6/22, 7:06 AM	33	33
21	1102	2115020	12/6/22, 11:24 AM	16	16
21	802	2710020	12/5/22, 1:54 PM	18	18
Total:				5,777	5,789
Average:				38.8	38.9
Minimum:				4	4
Maximum:				123	123
Std. Dev.:				22.0	22.2

2.1.3.3.3 RIDERSHIP BY STOP

The Ridership by Stop Report provides a view of the ridership for all encounters at each stop for the date range defined by the selected filter. The Report includes data organized in columns. Data available in this report includes Stop ID, Boardings, Alightings, Avg Load, Max Load, and Count of Trips. Filter options include Start Date, End Date, Signups, Routes, Blocks, Vehicles, Transit Domains, Garages, Directions, Manual Logon Types.

Ridership by Stop

|◄ ◄ 1 2 3 4 5 … ► ►| Page [1] of 7 [10 ▼] items per page 1 - 10 of 69

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Stop Name	Stop ID	Boardings	Alightings	Load Avg	Load Max
FAIR OAKS + CALIFORNIA	28	1	0	3.5	8
SCOTT + BOWERS	504	4	7	5.4	11
SCOTT + OAKMEAD VILLAGE	505	0	0	5.4	11
SCOTT + GARRETT	506	3	3	5.5	10
ARQUES + OAKMEAD	507	0	3	5.3	10
ARQUES + LAKESIDE	508	1	4	5.1	10
ARQUES + LAWRENCE	509	2	11	4.6	9
ARQUES + DE GUIGNE (ARQUES SQUARE)	510	4	2	4.6	11
MISSION COLLEGE + FREEDOM	514	1	2	7.8	16
MISSION COLLEGE + GREAT AMERICA	520	0	1	6.2	12
		370	361		
		5.4	5.2		
		0	0		
		98	67		
		13.0	10.8		

2.1.3.3.4 TRIPS SURVEYED BY BLOCK

Trips Surveyed by Block is one of the Coverage Reports that comes standard with CleverInsights. This Report is useful for identifying if there is an issue with obtaining APC surveys from the fleet. The Trips Surveyed by Block Report provides a view of the Trips that passed successfully through the Data Processing Rules to be included in the reporting data. Included trip information is for the date range defined by the selected filter. The Report includes data organized in columns. Data available in this report includes Block, Boardings, Revenue Hours, Scheduled Trips, Actual Trips, and Coverage. Filter options include Start Date, End Date, Signups, Routes, Blocks, Vehicles, Transit Domains, Garages, Directions, Manual Logon Types.

Trips Surveyed by Block

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Block	Boardings	Scheduled Trips	Actual Trips	Coverage
102	0	13	0	0.0%
202	154	14	14	100.0%
302	133	13	11	84.6%
402	83	13	8	61.5%
502	149	7	6	85.7%
602	267	8	13	100.0%
702	0	8	0	0.0%
802	167	7	8	100.0%
902	76	8	4	50.0%
1002	0	8	0	0.0%
	55975	4080	2518	61.7%

2.1.3.3.5   TRIPS SURVEYED BY DAY

Trips Surveyed by Day is one of the Coverage Reports that comes standard with CleverInsights. This Report is useful for identifying if there is an issue with obtaining APC surveys from the fleet. The Report provides a set of summary statistics at the top of the page to show the number of Trips, Stops, Boardings, and Alightings collected in the Filter's selected date range. The Trips Surveyed by Day Report shows the count of APC Surveys collected by CleverInsights for each day within the Filter's selected date range in a graphical visualization. Each column can be hovered over with a mouse to reveal the exact Survey Count for each date.

2.1.3.3.6   TRIPS SURVEYED BY ROUTE

Trips Surveyed by Route is one of the Coverage Reports that comes standard with CleverInsights. This Report is useful for identifying if there is an issue with obtaining APC surveys from the fleet. The Trips Surveyed by Route Report provides a view of the Trips that passed successfully through the Data Processing Rules to be included in the reporting data. Included trip information is for the date range defined by the selected filter. The Report includes data organized in columns. Data available in this report includes Route, Boardings, Revenue Hours, Scheduled Trips, Actual Trips, and Coverage. Filter options include Start Date, End Date, Signups, Routes, Blocks, Vehicles, Transit Domains, Garages, Directions, Manual Logon Types.
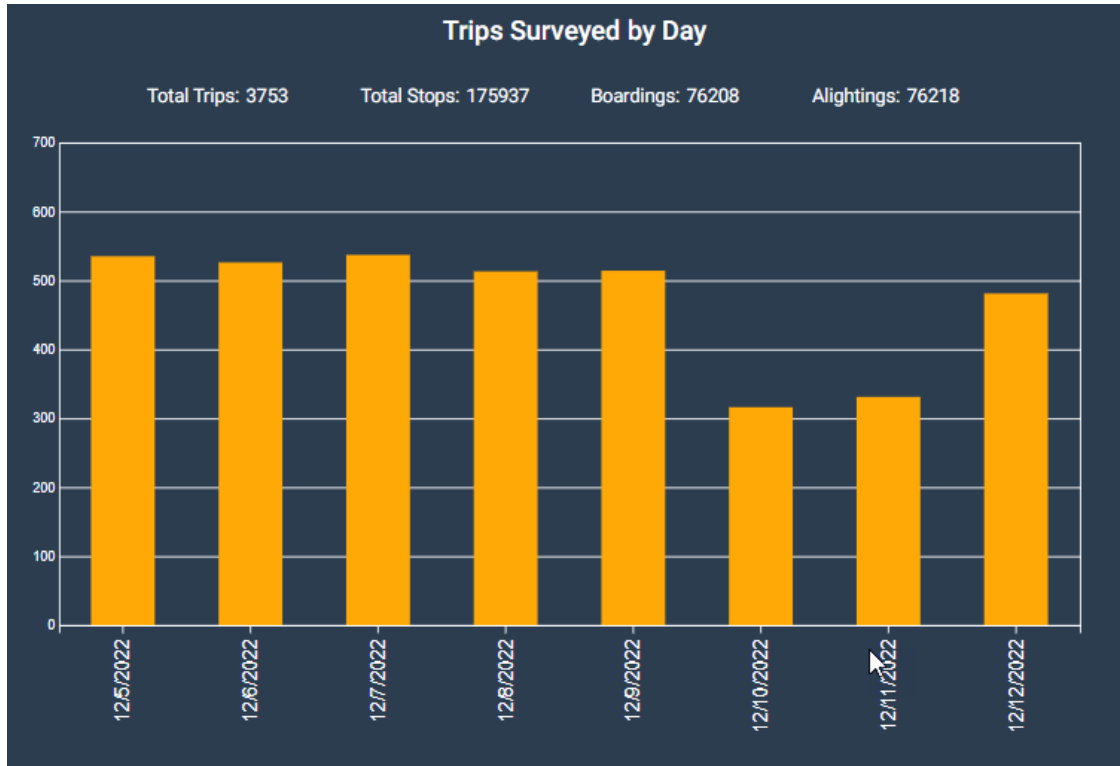
Trips Surveyed by Route

|◄ ◄ 1 2 3 4 5 ... ► ►| Page 1 of 7 10 ▼ items per page 1 - 10 of 63

Drag a column header and drop it here to group by that column

Route	Revenue Hours	Scheduled Trips	Actual Trips	Coverage
101	0.0	5	0	0.0%
102	3.2	11	3	27.3%
103	1.3	8	1	12.5%
104	2.5	6	2	33.3%
121	3.5	9	2	22.2%
20	25.5	54	33	61.1%
200	0.5	3	2	66.7%
21	53.3	61	37	60.7%
22	112.2	146	81	55.5%
23	85.1	132	77	58.3%
	2,557.9	4052	2514	62.0%

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2.1.3.3.7   LOAD STATISTICS BY ROUTE REPORT

The Load Statistics by Route Report gives users the ability to identify maximum load, average load, and percentage of serviced stops for each route. This can be especially useful for planners to ensure the maximum load point is getting sufficient service to meet the ridership demand at the peak point.

Load Statistics by Route

Page 1 of 2 — 10 items per page — 1 - 10 of 18 items

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Route	Trips	Boardings Per Trip	Avg Max Load	Serviced	Max Load Patron
57	1	6.0	4	17%	4
59	2	9.0	5	19%	5
77	2	9.0	5	29%	6
73	22	11.1	7	36%	17
72	25	12.2	7	28%	17
64A	2	15.0	8	22%	10
56	6	15.0	8	25%	16
26	5	19.8	10	28%	15
522	7	21.3	10	55%	19
61	17	20.1	10	31%	17
Total	155				
Average	9	20.3	10	34%	

2.1.3.3.8 EXCLUSIONS BY REASON REPORT

Exclusion reporting is essential for users to know which trips were excluded based on the agency specified Data Processing Rules. Users can use Exclusion reporting to identify the DPR that were triggered and how many trips were excluded when that DPR was triggered. The Exclusion by Reason Report shows the aggregated information by triggered Data Processing Rule for all Trips that are included in the data set by the Filter criteria.

Exclusions by Reason

|◄ ◄ 1 ► ►| Page 1 of 1 | 50 ▼ items per page | | 1 - 10 of 10 items |

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Exclusion Reason	Excluded		Percent of Trips Excluded
	Trips	Rate	
Exclude trip with invalid vehicle number	520	27.5%	11.8%
Exclude block if Boardings are equal or less than 1 over the block	293	15.5%	6.7%
Exclude block if boardings and alightings differ by 15% or more over the block	41	2.2%	0.9%
Exclude trip if start time is 30 minutes before scheduled time	79	4.2%	1.8%
Exclude trip if start time is 60 minutes after scheduled time	7	0.4%	0.2%
Exclude trip if boardings at any stop are more than 75	18	1.0%	0.4%
Total exclusions:	1,891	100.0%	42.9%

3   TRANSITION PROCESS FROM RIDECHECK+

The goal of the transition from Ridecheck+ to CleverInsights is for NORTA users to become familiar with CleverInsights, gain competence in the product, and obtain confidence in CleverInsights.

This is achieved by running CleverInsights and Ridecheck+ side-by-side.

During this process:
1. Clever Devices Installs and configures CleverInsights
2. Clever Devices trains NORTA to get up to speed quickly for the following:
   - User interface
   - Data processing
   - Configuration management
   - Schedule data load
3. NORTA will have time to become acquainted with CleverInsights
4. NORTA to compare results between Ridecheck+ and CleverInsights
5. Clever Devices and NORTA will assess Ridecheck+ report utilization by NORTA and map to CleverInsights for ridership reports and, if applicable CleverReports for operational performance reports

At the end of transition process, Ridecheck+ data processing is stopped. Ridecheck+ can remain active, but no new data will be processed. Users can still access Ridecheck+ and its historical data so long as NORTA continues to host the application. NORTA has the choice to continue to operate Ridecheck+ with or without a maintenance contract.

3.1   OPERATIONAL PERFORMANCE REPORTING AND RIDECHECK+ FEATURE PARITY

Clever Devices has proactively analyzed customer utilization data to provide a strong and comparable ridership reporting feature set in CleverInsights. There are two key changes between Ridecheck+ and CleverInsights reporting:

1) Operational Reports

   - Ridecheck+ includes run-time and performance reporting which are not included in CleverInsights. Run-Time and Performance reports are instead provided by Clever Devices through CleverReports.
   - CleverReports provides superior operational reporting that features:
     o Web-based user interface with superior user experience
     o Easy and intuitive to filter and view data your way
     o 100's of reports and dashboards
     o Highly graphical with KPIs (key performance indicators)
     o Ad-hoc Report builder
     o Share reports manually or via email in user selectable format
     o Intelligent automation to deliver reports only when configurable thresholds are met
     o Easy to access reports through user configurable organization
2) Access to Data
   - CleverInsights utilizes CleverAPI to access ridership data as described in Section 3.2
   - CleverAPI is easy to use and maintainable

3.2   CUSTOM REPORTING USING CLEVERAPI

Many existing Ridecheck+ customers leverage direct database access to support custom reporting. This has a number of disadvantages including data security, data integrity risk, application performance impacts and most importantly, it makes application support difficult since Clever Devices cannot reliably determine how application updates impact the customer reporting.

CleverInsights provides a more flexible, complete and supportable access to ridership data access using the CleverAPI. CleverAPI provides a common interface for external parties that need data from various Clever Devices' products. CleverAPI requests are sent via GraphQL to retrieve data from CleverInsights.

CleverAPI includes API request management providing users with the following functionality:

Routing: CleverAPI will route incoming requests to the CleverInsights backend service

Rate Limiting: CleverAPI can be configured to limit the number of requests that can be made. This protects the backend service from becoming overloaded with requests.

Caching: CleverAPI can cache API responses locally to reduce the stress on backend services.

Load Balancing: CleverAPI can balance the load of incoming requests amongst several backend service instances, if applicable in the specific deployment.

To keep data and servers secure, CleverAPI uses IP Address restriction, API authentication, and token-based authorization methods.

CleverAPI will be configured to only allow specific IP Addresses to access it. This will only allow specific known outside entities to access. CleverAPI will require a valid web token to allow specific data access.

Users with known IP Address and valid token can make GraphQL requests for data and receive responses from the CleverInsights web server.

3.3   NTD & OTHER REGULATORY REPORTS

Customers who use Ridecheck+ for (National Transit Database) NTD or other regulatory reporting will need to assess whether a cutover to CleverInsights impacts that regulatory reporting. Considerations include differences in results, report format, or reporting methodology that impact outputs. It may be advisable to retain Ridecheck+ reporting for the regulatory reporting period and cutover at the end of the regulatory reporting period.

4 PROJECT

Project Management and Systems Engineering:

Clever Devices will provide Project Management, Systems Engineering and Training in support of the Transition Process as outlined in section 2.1.1 .

Timeline:

Depending on client readiness:

- Base: 6 to 7 Months

Summary of Clever Devices tasks:

- Configure application dependencies within the agency environment such as data ingestion, schedule load, etc.
- Provide training to NORTA get up to speed quickly.
- Provide time for NORTA to become acquainted with their new CleverInsights system and compare results between their Ridecheck+ and their CleverInsights system.
- Establish data processing and configuration rules.
- Provide time to build the historical data and / or load vehicle files to build the data after results have been compared.
- Assess Ridecheck+ report utilization and map to the replacement CleverInsights or CleverReports report.
- Determine a data processing end date for Ridecheck+.
- All meetings and activities will be done remotely.
- Providing a Federal Transit Administration (FTA) compliant report for certification within the responsibilities outlined in this SOW for all vehicles with APCs.
- APC Certification (also referred to as APC benchmarking) as per the latest FTA National Transit Database (NTD) Policy Manual guidelines regarding APC benchmarking.
- Providing a report that includes all the elements listed in the FTA APC Benchmarking Checklist.
- Developing a Sampling Plan for manual survey of ridership based on FTA guidelines clearly outlining the number of trips to be surveyed by NORTA.
- Training the surveyors on manual surveys.
- Clearly identifying the trips NORTA is required to survey including details for the trips surveyed such as: Block number, Trip start time and Date.
- Providing the CleverInsights Manual Checker Module for surveyors for recording manual collected data through an agency provided tablet.
- Assisting agency in addressing comments received from FTA
- Providing a step-by-step procedure (Benchmarking Guide) for APC certification in order to allow NORTA to independently complete future benchmarking.

Summary of NTD Reporting and Services tasks:

- Statistician Services.
- Comparisons to adjust business rules and validate data.
- Meetings with NORTA explaining results.

NORTA Responsibilities for the NTD Reporting and Services include:

- Manual Checkers/Checker surveys for APC benchmarking and validation (Note, Clever Devices will remotely assist and train the client on how to do the checker surveys), data, and entering the data into the CleverInsights application.
- Maintaining existing APC equipment on the vehicles and assuring APC equipment is fully functional at time of commencing manual NTD ridership surveys.
- APC Hardware validation - Performing maintenance campaign to ensure all bus APCs are fully functional.
- Personnel to participate in and speak on behalf of each agency in coordination and configuration of CleverInsights software.
- Provide previous NTD statistics.
- Reviewing and providing comments of NTD report.
- Submit final NTD report.
- Independently complete the benchmarking for the next mandatory year.

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5 PRICING

5.1 CONFIDENTIAL QUOTATION

ATTN:	Lucien Dolliole	DATE:	July 17, 2024
COMPANY:	New Orleans Regional Transit Authority (NORTA)		
EMAIL:	ldolliole@rtaforward.org	OPP ID #:	006Qh000001OS7S
		PR #:	9488
ADDRESS:		RE:	NORTA - R+ to CleverInsights Upgrade
PHONE:			

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

NORTA				
Number of Vehicles	200			
Years of Use	6			
Contract Term (years)	3			
CleverInsights SaaS, per Bus/Month	$32.00			
CleverInsights Quotation		Year 1	Year 2	Year 3
Set-up Fee		$112,396.00		
Early Adopter Discount		-$56,198.00		
Discounted Set-up Fee		**$56,198.00**		
Annual SaaS		$76,800.00	$76,800.00	$76,800.00
Loyalty Discount	-$29,732.88	-$14,866.44	-$8,919.86	-$5,946.58
RC+ Retirement Discount	-$7,680.00	-$7,680.00	$0.00	$0.00
Annual Total		**$54,253.56**	**$67,880.14**	**$70,853.43**
	Grand Total	**$110,451.56**	**$67,880.14**	**$70,853.43**

Optional Item	
CleverInsights Manual Checker Data for Ferries	$34,047.00

Notes:

- "Early Adopter Discount" requires the customer to execute this quote prior to December 31, 2024.
- "R+ Existing Customer Discount" requires the customer to execute the renewal of their current maintenance agreement.
- "Loyalty Discount" requires the customer to execute the renewal of their current maintenance agreement.
- Minimum of 3-year term required for CleverInsights.
- If the option for CleverInsights Manual Checker Data for Ferries is purchased, payment would occur at the same time as the Year 1 payment for CleverInsights.
- Pricing is valid through November 30, 2024.

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Payment Milestones:

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

5.2 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.

5.2.1.1 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.

5.2.2 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 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

5.2.3   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

5.2.4 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.

5.2.5 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.

Primary Customer Point of Contact:
Mark Jason
Account Manager
mjason@cleverdevices.com
516-422-8956

Prepared By:
Saloni Chaudhary
Pricing Analyst
schaudhary@cleverdevices.com

Software as a Service Agreement

This Software as a Service Agreement (the "Agreement") by and between Clever Devices Ltd., a New York corporation with offices located at 300 Crossways Park Drive, Woodbury, New York 11797 ("Provider"), and _____ ("Customer") dated _____.

WHEREAS, Provider provides access to software-as-a-service offerings to its customers; and

WHEREAS, Customer desires to access to certain software-as-a-service, and Provider desires to provide Customer access to such offerings, subject to the terms and conditions of this Agreement and the Contract for Purchase of Services to which it is attached.

NOW, THEREFORE, in consideration of the mutual covenants, terms, and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

      1.   <u>Definitions</u>.

      (a)   "Authorized User" means Customer's employees, consultants, contractors, and agents (i) who are authorized by Customer to access and use the Services under the rights granted to Customer pursuant to this Agreement and (ii) for whom access to the Services has been purchased hereunder.

      (b)   "Customer Data," for purposes of this SaaS Agreement, means information, data, and other content, in any form or medium, that is submitted, posted, or otherwise transmitted by or on behalf of Customer or an Authorized User through the Services, but does not include Resultant Data.

      (c)   "Customer Systems" means an interconnected grouping of Customer equipment and/or Customer software that is used in connection with the SaaS Services, and all additions, modifications, substitutions, upgrades or enhancements thereto.

      (d)   "Documentation" means Provider's user manuals, handbooks, and guides relating to the Services provided by Provider to Customer either electronically or in hard copy form/end user documentation relating to the Services.

      (e)   "Provider IP" means the SaaS Services, the Documentation, and any and all intellectual property provided to Customer or any Authorized User in connection with the SaaS Services and the Documentation. For the avoidance of doubt, Provider IP includes Resultant Data and any information, data, or other content derived from Provider's monitoring of Customer's access to or use of the Services, but does not include Customer Data.

      (f)   "Provider Materials" means the Services, Specifications, Documentation, and Provider Systems and any and all other information, data, documents, materials,

works, and other content, devices, methods, processes, hardware, software, and other technologies and inventions, including any deliverables, technical or functional descriptions, requirements, plans, or reports, that are provided or used by Providerin connection with the Services or otherwise comprise or relate to the Services or Provider Systems. For the avoidance of doubt, Provider Materials include Resultant Data and any information, data, or other content derived from Provider's monitoring of Customer's access to or use of the Services, but do not include Customer Data.

(g)   Provider Systems" means the information technology infrastructure used by or on behalf of Provider in performing the Services, including all computers, software, hardware, databases, electronic systems (including database management systems), and networks, whether operated directly by Provider or through the use of Third-Party SaaS listed in Exhibit B. "Resultant Data" **means information or data that is derived by or through the SaaS Services from processing Customer Data but is sufficiently distinct from Customer Data so that Customer Data cannot be reverse engineered from the Resultant Data alone.**

(i)   "SaaS Services" means the software-as-a-service offerings described in Exhibits A and B.

(j)   "Third Party SaaS" means the SaaS Services provided by a Third Party Provider as listed in Exhibits B if applicable.

(k) "Third Party Provider" means a vendor that provides Third Party SaaS under this agreement.

2.   Access and Use.

(a)   Provision of Access. Subject to and conditioned on Customer's payment of Fees and compliance with all other terms and conditions of this Agreement, Provider hereby grants Customer a non-exclusive, non-transferable right to access and use the SaaS Services during the Term, solely for use by Authorized Users in accordance with the terms and conditions herein. Such use is limited to Customer's internal use. Provider shall provide to Customer the necessary passwords and network links or connections to allow Customer to access the Services.

(b)   Software License. Software provided in the Provider Materials is licensed, not sold. A limited license that is revocable, non-exclusive, non-sublicensable and non-transferable for software included in Provider Materials is granted during the term of this Agreement. The Third-Party SaaS included in the Provider Materials are listed in Exhibit B.

(c)   Documentation License. Subject to the terms and conditions contained in this Agreement, Provider hereby grants to Customer a non-exclusive, non-sublicensable, non-transferable license to use the Documentation during the Term solely for Customer's internal business purposes in connection with its use of the Services.

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(d)   Service and System Control. Except as otherwise expressly provided in this Agreement, as between the parties:

(i)   Provider has and will retain sole control over the operation, provision, maintenance, and management of the Provider Materials; and

(ii)   Customer has and will retain sole control over the operation, maintenance, and management of, and all access to and use of, the Customer Systems, and sole responsibility for all access to and use of the Provider Materials by any person by or through the Customer Systems or any other means controlled by Customer or any Authorized User, including any: (i) information, instructions, or materials provided by any of them to the Services or Provider; (ii) results obtained from any use of the Services or Provider Materials; and (iii) conclusions, decisions, or actions based on such use.

(e)   Use Restrictions. Customer shall not use the SaaS Services for any purposes beyond the scope of the access granted in this Agreement. Customer shall not at any time, directly or indirectly, and shall not permit any Authorized Users to: (i) copy, modify, or create derivative works of the Services or Documentation, in whole or in part; (ii) rent, lease, lend, sell, license, sublicense, assign, distribute, publish, transfer, or otherwise make available the Services, or Documentation; (iii) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to any software component of the Services, in whole or in part; (iv) remove any proprietary notices from the Services or Documentation; or (v) bypass or breach any security device or protection used by the Services or Provider Materials or access or use the Services or Provider Materials other than by an Authorized User through the use of their own then valid Access Credentials; (vi) input, upload, transmit, or otherwise provide to or through the SaaS Services or Provider Systems, any information or materials that are unlawful or injurious, or contain, transmit, or activate any harmful code; (vii) damage, destroy, disrupt, disable, impair, interfere with, or otherwise impede or harm in any manner the Services, Provider Systems, or Provider's provision of services to any third party in whole or in part; (viii) access or use the Services or Provider Materials for purposes of competitive analysis of the Services or Provider Materials, the development, provision, or use of a competing software service or product or any other purpose that is to the Provider's detriment or commercial disadvantage; (ix) use the SaaS Services or Documentation in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any person, or that violates any applicable law; (x) otherwise access or use the SaaS Services or Provider Materials beyond the scope of authorization granted under this Section.

(f)   Reservation of Rights. Provider reserves all rights not expressly granted to Customer in this Agreement. Except for the limited rights and licenses expressly granted under this Agreement, nothing in this Agreement grants, by implication, waiver, estoppel,

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or otherwise, to Customer or any third party any intellectual property rights or other right, title, or interest in or to the Provider IP.

(g)   Suspension. Notwithstanding anything to the contrary in this Agreement, Provider may temporarily suspend Customer's and any Authorized User's access to any portion or all of the Services if: (i) Provider reasonably determines that (A) there is a threat or attack on any of the Provider IP; (B) Customer's or any Authorized User's use of the Provider IP disrupts or poses a security risk to the Provider IP or to any other customer or vendor of Provider; (C) Customer, or any Authorized User, is using the Provider IP for fraudulent or illegal activities; (D) subject to applicable law, Customer has ceased to continue its business in the ordinary course, made an assignment for the benefit of creditors or similar disposition of its assets, or become the subject of any bankruptcy, reorganization, liquidation, dissolution, or similar proceeding; or (E) Provider's provision of the Services to Customer or any Authorized User is prohibited by applicable law ("Service Suspension"). Provider shall use commercially reasonable efforts to provide written notice of any Service Suspension to Customer and to provide updates regarding resumption of access to the Services following any Service Suspension. Provider shall use commercially reasonable efforts to resume providing access to the Services as soon as reasonably possible after the event giving rise to the Service Suspension is cured. Provider will have no liability for any damage, liabilities, losses (including any loss of data or profits), or any other consequences that Customer or any Authorized User may incur as a result of a Service Suspension under subclause (i)(B)-(E) or Service Suspension resulting from a threat or attack on any of the Provider IP not caused by Provider or any Provider subcontractor or third party SaaS provider.

3.   Customer Responsibilities.

(a)   General. Customer is responsible and liable for its use of the SaaS Services and Documentation resulting from access provided by Customer, directly or indirectly, whether such access or use is permitted by or in violation of this Agreement. Without limiting the generality of the foregoing, Customer is responsible for all acts and omissions of Authorized Users, and any act or omission by an Authorized User that would constitute a breach of this Agreement if taken by Customer will be deemed a breach of this Agreement by Customer. Customer shall use reasonable efforts to make all Authorized Users aware of this Agreement's provisions as applicable to such Authorized User's use of the Services , and shall cause Authorized Users to comply with such provisions.

(b)   The Services provided pursuant to this Agreement involve the licensing of certain third-party software-as-a-service platform(s) ("Third-Party SaaS"). Customer expressly acknowledges that the terms of this Agreement apply to use of the Third-Party SaaS. Notwithstanding anything to the contrary in this Agreement, by using the SaaS Services you acknowledge that the Third Party Providers have the authority to enforce the terms of this Agreement against you with respect to such Third-Party SaaS as if they

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were party to this Agreement. Nothing herein shall be deemed to limit or restrict a Third Party Provider's ability to enforce its intellectual property rights against Customer.

(c)   Customer acknowledges that it is Customer's sole responsibility to (i) obtain all required authorizations or consents to deploy Customer content, and (ii) ascertain that such Customer content can be processed under this Agreement in accordance with applicable law.

4.   <u>Service Levels,Support, Security</u>.

(a)   <u>Service Levels</u>. Subject to the terms and conditions of this Agreement, Provider shall use commercially reasonable efforts to make the SaaS Services available in accordance with the service levels set out in Exhibit D.

(b)   <u>SaaS Support</u>. The access rights granted hereunder entitle Customer to the support for the SaaS Services described in Exhibit D.

(c)   <u>SaaS Maintenance</u>. The SaaS Services will be managed and maintained as needed to provide the functionality of the SaaS Services promised in Exhibit A.

(d)   <u>Systems and Data Security</u>: Provider shall, and shall ensure the Third Party Providers, implement and maintain industry standard systems and procedures for detecting, mitigating, and responding to attacks, intrusions, or other systems failures and regularly test or otherwise monitor the effectiveness of its controls, systems, and procedures to provide the SaaS Services, including the Provider Systems, in a secure and safe manner, consistent with, at a minimum, the applicable Data Security requirements.

5.   <u>Fees and Payment</u>.

(a)   <u>Fees</u>. Customer shall pay Provider the fees ("Fees") as set forth in Exhibit C Schedule of Payment. Annual renewal fees are due sixty (60) days prior to the end of the current term.

(b)   <u>Taxes</u>. All Fees and other amounts payable by Customer under this Agreement are exclusive of taxes and similar assessments. Customer is responsible for all sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any federal, state, or local governmental or regulatory authority on any amounts payable by Customer hereunder, other than any taxes imposed on Provider's income.

(c)   <u>Auditing Rights and Required Records</u>. Customer agrees to maintain complete and accurate records in accordance with generally accepted accounting principles during the Term and for a period of two (2) years after the termination or expiration of this Agreement. Provider may, at its own expense, on reasonable prior notice, periodically inspect and audit Customer's records with respect to matters covered

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by this Agreement. Such inspection and auditing rights will extend throughout the Term of this Agreement and for a period of two (2) years after the termination or expiration of this Agreement.

6.   Confidential Information. "Confidential Information" refers to that of Clever Devices' or applicable Third-Party Providers, as further defined in sub. (a) and "Customer Confidential Information" is defined separately, in sub. (d). (a) You acknowledge that the SaaS Services and Provider IP contain proprietary, trade secret and confidential information belonging exclusively to Clever Devices or to applicable Third Party Providers, including without limitation the source code, inventions, algorithms, know-how and other proprietary information contained therein (collectively, "Confidential Information"). Title to, ownership of and all proprietary rights in the SaaS Services, Provider IP, and Confidential Information and all copies and extracts thereof, including translations or compilations or partial copies, are reserved to and will at all times remain with Clever Devices or the Third Party Provider. Further, any modifications made to the Confidential Information, including those suggested by You, shall be the property of Clever Devices or the Third Party Provider. (b) You shall not make the SaaS Services, or the ideas, techniques and concepts contained therein or any other Confidential Information available to any third party without the prior written consent of Clever Devices; copy the Confidential Information or any portion thereof, except in either case as necessary for the use in the Designated Environment for archival or back-up purposes or disaster recovery purposes. (c) You agree to operate the SaaS Services solely in connection with Your business purpose and in the Designated Environment and take commercially reasonable precautions, consistent with Your existing practices with regard to Your own data and programs, to maintain security in order to prevent unauthorized use or disclosure of the SaaS Services Confidential Information. You shall inform Your employees, contractors and agents having access to the SaaS Services or the Confidential Information of Your limitations, duties and obligations regarding the use, disclosure and copying of the SaaS Services and the Confidential Information. You agree to make reasonable efforts to maintain the integrity of all patent, copyright, trade secret or other proprietary notices of Clever Devices or Third Party Providers in the SaaS Services displayed therein, and to take no intentional action inconsistent with the patent, copyright and trade secret ownership rights of Clever Devices or Third Party Providers. You will not use the Confidential Information for any purpose other than in connection with Your use of the SaaS Services under this Agreement and the Contract for Purchase of Services to which it is attached. Except as otherwise set forth in this Agreement, and except where required by applicable public records laws, subpoena administrative proceeding or court order, under no circumstances will You allow any third party to have access to the SaaS Services or Confidential Information.   (d) Customer's Confidential Information. In providing the SaaS Services, or in providing any additional services to You, including without limitation, any diagnostic or corrective actions required in connection with responding to reported defects, Clever Devices or the Third Party Providers may have access to Your proprietary, trade secret or confidential information ("Customer Confidential Information"). Title to, ownership of an all proprietary rights in the Customer Confidential Information, Customer Data, Your content and information is and shall remain Yours. Clever Devices shall not disclose any Customer Confidential Information to any third party and shall not make or retain any records or copies of any Customer Confidential

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Information, unless otherwise agreed to in writing by You and Clever Devices. On the expiration or termination of the Agreement, Clever Devices shall, and shall ensure that Third Party Providers, promptly return to Customer all copies, whether in written, electronic, or other form or media, of Customer Confidential Information, or destroy all such copies and certify in writing to the Customer that such Confidential Information has been destroyed, subject to the requirements of section 28.B. of the Contract for Purchase of Services and provisions elsewhere in this Agreement addressing the return of Customer Data on expiration or termination of the SaaS Services. (e) You shall not attempt or permit any employee, agent, contractor or any person to attempt any reverse compilation or reverse engineering of the SaaS Services, any other licensed product or module or Confidential Information of Clever Devices or Third Party Providers for any purpose or any reason. Notwithstanding anything to the contrary in the foregoing, it shall not be a violation of this section for Customer to disclose any information, including the Confidential Information, if Customer determines that such disclosure is required by law to comply with a request under applicable public records law, or compelled by subpoena, administrative proceeding or court order provided that Customer provides prior written notification of such obligation and the opportunity to oppose such order.

       7.   <u>Intellectual Property Ownership</u>.

       (a)   <u>Provider IP</u>. Customer acknowledges that, as between Customer and Provider, Provider owns all right, title, and interest, including all intellectual property rights, in and to the Provider IP and, with respect to Third-Party SaaS, the applicable third-party providers own all right, title, and interest, including all intellectual property rights, in and to the Third-Party SaaS.

       (b)   <u>Customer Data</u>. Provider acknowledges that, as between Provider and Customer, Customer owns all right, title, and interest, including all intellectual property rights, in and to the Customer Data. Customer hereby grants to Provider a non-exclusive, royalty-free, worldwide license to reproduce, and display the Customer Data for Provider's internal purposes only, as may be necessary solely for Provider to provide the SaaS Services to Customer. Notwithstanding the foregoing, Provider shall not sell or create derivative works from any Customer Data. Customer reserves all rights in its data, information and content submitted, posted or otherwise transmitted through the SaaS Services not expressly granted hereto in this Section 7(b).

       (c)   <u>Feedback</u>. If Customer or any of its employees or contractors sends or transmits any communications or materials to Provider by mail, email, telephone, or otherwise, suggesting or recommending changes to the Provider IP, including without limitation, new features or functionality relating thereto, or any comments, questions, suggestions, or the like ("Feedback"), Provider is free to use such Feedback irrespective of any other obligation or limitation between the Parties governing such Feedback. Customer hereby assigns to Provider on Customer's behalf, and on behalf of its employees, contractors and/or agents, all right, title, and interest in, and Provider is free to use, without any attribution or compensation to any party, any ideas, know-how,

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concepts, techniques, or other intellectual property rights contained in the Feedback, for any purpose whatsoever, although Provider is not required to use any Feedback.

8.   Limited Warranty and Warranty Disclaimer.

(a)   Provider warrants that the SaaS Services will conform in all material respects to the service levels set forth in Exhibit D when accessed and used in accordance with the Documentation. Provider does not make any representations or guarantees regarding uptime or availability of the Services unless specifically identified in Exhibit D The remedies set forth in Exhibit B are Customer's sole remedies and Provider's sole liability under the limited warranty set forth in this Section 8(a).

(b)   EXCEPT FOR THE LIMITED WARRANTY SET FORTH IN SECTION 8(a), THE PROVIDER IP IS PROVIDED "AS IS" AND PROVIDER HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. PROVIDER SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. EXCEPT FOR THE LIMITED WARRANTY SET FORTH IN SECTION 8(a), PROVIDER MAKES NO WARRANTY OF ANY KIND THAT THE PROVIDER IP, OR ANY PRODUCTS OR RESULTS OF THE USE THEREOF, WILL MEET CUSTOMER'S OR ANY OTHER PERSON'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM, OR OTHER SERVICES OTHER THAN THE ITS SYSTEM PROVIDED BY THE PROVIDER UNDER THIS CONTRACT, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE, OR ERROR FREE.

9.   Limitations of Liability. IN NO EVENT WILL PROVIDER BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, FOR ANY: (a) CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED, OR PUNITIVE DAMAGES; (b) INCREASED COSTS, DIMINUTION IN VALUE OR LOST BUSINESS, PRODUCTION, REVENUES, OR PROFITS; (c) LOSS OF GOODWILL OR REPUTATION; OR (d) COST OF REPLACEMENT GOODS OR SERVICES, IN EACH CASE REGARDLESS OF WHETHER PROVIDER WAS ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE.

10.   Term and Termination.

(a) Term. The initial term for this Agreement is three (3) years from the Effective Date, the date that the SaaS services are available and training completed. Any cancellation, except due to Clever Devices' inability to deliver agreed upon services, will not affect Customer's obligation to pay all Fees for the initial term. This Agreement will automatically renew for up to three (3) additional successive one (1) year terms unless earlier terminated pursuant to this Agreement's express provisions or either Party gives the other Party written notice of non-renewal at

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least sixty (60) days prior to the expiration of the then-current term (reach a "Renewal Term" and together with the Initial Term, the "Term").

(b) <u>Termination</u>. In addition to any other express termination right set forth in this Agreement:

(i)   Provider may terminate this Agreement, effective on written notice to Customer, if Customer: (A) fails to pay any amount when due hereunder, and such failure continues more than thirty (30) days after Provider's delivery of written notice thereof; or (B) breaches any of its obligations under Section 6;

(ii)   either Party may terminate this Agreement, effective on written notice to the other Party, if the other Party materially breaches this Agreement, and such breach: (A) is incapable of cure, upon not less than thirty (30) days' written notice; or (B) being capable of cure, remains uncured thirty (30) days after the non-breaching Party provides the breaching Party with written notice of such breach; or

(iii)   either Party may terminate this Agreement, effective immediately upon written notice to the other Party, if the other Party: (A) becomes insolvent or is generally unable to pay, or fails to pay, its debts as they become due; (B) files or has filed against it, a petition for voluntary or involuntary bankruptcy or otherwise becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law; (C) makes or seeks to make a general assignment for the benefit of its creditors; or (D) applies for or has appointed a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business.

(c)   <u>Effect of Expiration or Termination</u>. Upon expiration or earlier termination of this Agreement (or of one or the other SaaS Services, if both are not terminated or expired at the same time):

(i)   Customer shall immediately discontinue use of the Provider IP and, without limiting Customer's obligations under Section 6, Customer shall certify in writing to the Provider that the Provider IP is no longer being used.

(ii)   Both parties shall return or destroy the other's Confidential Information as required by section 6 herein.

(iii)   No expiration or termination will affect Customer's obligation to pay Fees that may have become due before such expiration or termination or entitle Customer to any refund.

(d)   Survival. This Section 11(d) and Sections 1, 5, 6, 7, 8(b), and 10 survive any termination or expiration of this Agreement. No other provisions of this Agreement survive the expiration or earlier termination of this Agreement.

11.   Miscellaneous.

(a)   No Third-Party Beneficiaries. This Agreement is for the sole benefit of the parties and Third Party SaaS providers hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other Person any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.

(b)   Export Regulation. Customer shall comply with all applicable federal laws, regulations, and rules, and complete all required undertakings (including obtaining any necessary export license or other governmental approval), that prohibit or restrict the export or re-export of the Services or any Customer Data outside the US.

12.   IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date.

Clever Devices Ltd.   [CUSTOMER NAME]

By:_____   By:_____

Name: _____   Name: _____

Title: _____   Title: _____

Date: _____   Date: _____

EXHIBIT A

Item	Software Application	Product Description	License Application (number of vehicles)

SaaSRV20240314

EXHIBIT B

THIRD PARTY PRODUCTS

EXHIBIT C

SCHEDULE OF PAYMENT

Item	Qty	Month(s)	Description	Unit Price Per Month/Bus	Extended Price

Pricing Notes:

- Year 1's total price will be invoiced upon conclusion of training with Net30 terms.

- Annual renewal fees are due sixty (60) days prior to the end of the current term

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EXHIBIT D

SERVICE LEVELS AND SUPPORT FOR THE SAAS SERVICES

Provision of SaaS. Provider will (a) make the SaaS services and content available to Customer pursuant to this Agreement, (b) provide applicable standard support for the SaaS to Customer at no additional charge (c) use commercially reasonable efforts to make the online SaaS available 24 hours a day, 7 days a week, except for: (i) planned downtime (of which Provider shall give advance electronic notice), and (ii) any unavailability caused by circumstances beyond Provider's reasonable control, including, for example, an act of God, act of government, flood, fire, earthquake, civil unrest, act of terror, strike or other labor problem (other than one involving Provider's employees), Internet service provider failure or delay, Non-Provider Application, or denial of service attack, and (d) provide the SaaS in accordance with laws and government regulations applicable to Provider's provision of its SaaS to its customers generally (i.e., without regard for Customer's particular use of the SaaS), and subject to Customer's and Users' use of the SaaS in accordance with this Agreement.

CLEVER DEVICES TRADEMARKS

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AVM®
BusLink®
BusLink Switch®
BusTime®
BusTools®
BusWare®
Celrado®
CleverAnalytics®
CleverCAD®
CleverCare®
CleverCERT®
CleverCount®
CleverReports®
CleverWorks®
IncidentAnalytics®
IdleMonitor®
Intelligent Vehicle Network®
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