

UTA IT SOFTWARE AND ASSOCIATED SERVICES SUPPLY AGREEMENT

UTA CONTRACT NO. 22-03635JD

Rail Monitoring Software

THIS IT SOFTWARE AND ASSOCIATED SERVICES SUPPLY AGREEMENT (“Contract”) is entered into and made effective as of the date of last signature below. (“Effective Date”) by and between Utah Transit Authority, a public transit district organized under the laws of the State of Utah (“UTA”), and Wi-Tronix, LLC, an Illinois limited liability company (the “Contractor”).

RECITALS

WHEREAS, UTA desires to award a contract for Rail Monitoring Software to Contractor based on an approved sole source justification; and

WHEREAS, UTA wishes to procure the Products and Services according to the terms, conditions and specifications set forth in this Contract; and

WHEREAS, Contractor is willing to furnish the Products and Services according to the terms, conditions and specifications of the Contract.

AGREEMENT

NOW, THEREFORE, in accordance with the foregoing Recitals, which are incorporated herein by reference, and for and in consideration of the mutual covenants and agreements hereafter set forth, the mutual benefits to the parties to be derived here from, and for other valuable consideration, the receipt and sufficiency of which the parties acknowledge, it is hereby agreed as follows:

1. PRODUCTS AND ASSOCIATED SERVICES TO BE PROVIDED BY CONTRACTOR

Contractor hereby agrees to furnish and deliver the Products and Services in accordance with the Contract as further described in Exhibit A attached hereto and incorporated herein (including performing any installation, testing commissioning and other Services described in the Contract).

2. TERM

This Contract shall commence as of the Effective Date. The Contract shall remain in full force and effect for purchases of Products and Services (made via purchase order or other agreed order method) during a five (5) - year period expiring December 31, 2027. For a total Contract period not to exceed five (5) years, unless otherwise agreed to by the parties in writing.

3. COMPENSATION AND FEES

UTA shall pay Contractor in accordance with the payment milestones or other terms described in Exhibit A – Schedule C. If Exhibit A - Schedule C does not specify any milestones or

UTA IT SOFTWARE AND ASSOCIATED SERVICES SUPPLY AGREEMENT

other payment provisions, then payment shall be invoiced after the Products have been delivered and the Services have been performed. Except as otherwise set forth in Exhibit A - Schedule C, in no event shall advance payments be made.

4. **INCORPORATED DOCUMENTS**

a. The following documents hereinafter listed in chronological order, with most recent document taking precedence over any conflicting provisions contained in prior documents (where applicable), are hereby incorporated into the Contract by reference and made a part hereof:

1. Exhibit A – The terms and conditions of this Products and Services (including any exhibits and attachments hereto). Capitalized terms used herein but not otherwise defined herein have the meanings ascribed to such terms in Exhibit A.

b. The above-referenced documents are made as fully a part of the Contract as if hereto attached or herein repeated. The Contract (including the documents listed above) constitutes the complete contract between the parties.

d. If Contractor accepts a purchase order initiated by UTA on a separate form, it is done as an accommodation only and any terms and conditions contained in such form which vary, amend or supplement the terms and conditions of this Contractor shall be null and void and of no effect.

5. **ORDER OF PRECEDENCE**

The Order of Precedence for this Contract is as follows:

- UTA Contract including all attachments and terms and conditions; provided that, if any terms and/or conditions of this Contract conflict with any terms and/or conditions of the Exhibits attached hereto, the terms in the Exhibits shall control solely with respect to the Products and Services covered under such Exhibits.

6. **LAWS AND REGULATIONS**

Contractor and any and all Products and/or Services furnished under the Contract will comply fully with all applicable Federal and State laws and regulations, including those related to safety and environmental protection. Contractor shall also comply with all applicable licensure and certification requirements, as required by applicable law.

7. **INVOICING PROCEDURES**

- a. Contractor shall submit invoices to UTA's Project Manager for processing and payment in accordance with Exhibit A - Schedule C. If Exhibit A - Schedule C does not specify invoice instructions, then Contractor shall invoice UTA after delivery of all Products and performance of all Services in accordance with this Contract. Invoices shall be provided

UTA IT SOFTWARE AND ASSOCIATED SERVICES SUPPLY AGREEMENT

in the form specified by UTA. Reasonable supporting documentation including cost and pricing data demonstrating Contractor's entitlement to the requested payment must be submitted with each invoice in accordance with the terms of this Contract.

- b. Contractor shall submit invoices to ap@rideuta.com for processing and payment. In order to timely process invoices, Contractor shall include the following information on each invoice:
 - i. Contractor Name
 - ii. Unique Invoice Number
 - iii. PO Number
 - iv. Invoice Date
 - v. Detailed Description of Charges
- c. Total Dollar Amount Due UTA shall have the right to disapprove (and withhold from payment) specific line items of each invoice to address non-conforming Products or Services within fifteen (15) business days from the date of such invoice. UTA shall specify reasonable details of the nature of the dispute in writing to Contractor. The parties shall discuss the disputed charge as further set forth in Article 30 herein. Approval by UTA shall not be unreasonably withheld. UTA shall also have the right to offset (against payments) amounts reasonably reflecting the value of any claim which UTA has against Contractor under the Contract. Payment for all invoice amounts not specifically disapproved or offset by UTA shall be provided to Contractor within thirty (30) calendar days of invoice submittal.
- d. Notwithstanding anything herein to the contrary, the fees due hereunder are non-refundable. All fees are stated in United States Dollars and must be paid in United States Dollars. In the event fees are not paid on a timely basis, interest will be due and payable and calculated daily at a rate of 1.5% per month or the maximum allowable by applicable law, whichever is higher, for any past due invoices. UTA is responsible for all costs of collection, including without limitation reasonable attorneys' fees, for any payment default on undisputed invoices. In the event that fees are not paid when due, including without limitation due to an invalid or expired credit card number, Contractor may, in addition to other available remedies, disable the password, account and access to all or part of the Products and/or Products if UTA fails to timely pay any amounts due to Contractor under this Contract; provided that such failure continues for sixty (60) calendar days after the date of such notice. Suspension of the Services and/or Products shall not release UTA of its payment obligations under this Contract. UTA acknowledges and agrees that Contractor shall not be liable to UTA or to any third party for any liabilities, claims or expenses arising from or relating to suspension of the Products and/or Services resulting from UTA's nonpayment and/or breach of the terms and conditions of this Contract.
- e. This transaction is exempt from Sales Tax under Utah law. With regard to other types of tax, each party is responsible for all taxes (including but not limited to, net income, gross receipts, franchise, property taxes and/or payroll taxes) imposed on such party under applicable laws and arising as a result of or in connection with this Contract or the transactions contemplated by this Contract.

UTA IT SOFTWARE AND ASSOCIATED SERVICES SUPPLY AGREEMENT

8. WARRANTY OF PRODUCTS AND SERVICES

- a. Contractor warrants that all Products (including hardware, firmware, and/or software products that it licenses) and Services shall conform to the specifications, drawings, standards, samples, and other descriptions made a part of (or incorporated by reference into) the Contract. Contractor further warrants that all Products and Services shall be of the quality specified, and, unless otherwise provided in the Contract, will be free from material defects in design and workmanship.
- b. Contractor warrants that all Products and Services shall be in compliance with applicable federal, state, and local laws and regulations including, without limitation, those related to safety and environmental protection.
- c. Except as otherwise set forth in the Exhibits attached hereto, at any time for a period of two (2) years from the date that all Products have been delivered and all Services have been performed in accordance with the Contract, Contractor shall at its own expense will use commercially reasonable efforts to repair, replace and/or re-perform any Products or Services that are defective or in any way fail to conform to the Contract requirements or provide UTA with an alternative means of accomplishing the desired performance; provided that UTA notifies Contractor of in writing within thirty (30) days after the first date of Contractor's alleged breach.
- d. Notwithstanding anything herein to the contrary, the warranties set forth in this Section shall not apply to the extent the failure to meet such warranty is as a result of (a) any non-conformance which is caused by use of the Services and/or Products contrary to Contractor's instructions, (b) use of the Services and/or Products in combination with other third party services and/or products not authorized by Contractor in writing, (c) a third party product and/or service and/or (d) modification or alteration of the Services and/or Products by any party other than Contractor and/or authorized by Contractor in writing.
- e. If Contractor fails to promptly make any repair, replacement or re-performance as required herein, UTA may conduct the necessary remedial work at Contractor's expense. Contractor cannot void the warranty for repair, replacement or re-performance performed under these circumstances. Provided that such repair, replacement or re-performance is approved in advance by Wi-Tronix and is in accordance with Wi-Tronix specifications and consistent with industry standards
- f. UTA represents and warrants that (i) it will, at all times, comply with all applicable local, state, federal, and foreign laws in using the Services and Products, (ii) it has the requisite legal and corporate power, right, and authority to enter into this Contract, and (iii) it has undertaken an independent analysis to determine its needs and capabilities of the Services and Products.
- g. The foregoing warranties are not intended as a limitation but are in addition to all other express warranties set forth in the Contract. EXCEPT AS EXPRESSLY PROVIDED IN SECTION 8 OF THIS CONTRACT OR OTHERWISE AGREED TO BY THE PARTIES IN WRITING, CONTRACTOR EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A

UTA IT SOFTWARE AND ASSOCIATED SERVICES SUPPLY AGREEMENT

PARTICULAR PURPOSE, AND/OR THOSE ARISING BY LAW, STATUTE, USAGE OF TRADE, AND/OR COURSE OF DEALING. CONTRACTOR DOES NOT REPRESENT, WARRANT, AND/OR COVENANT THAT THE SERVICES AND PRODUCTS WILL BE AVAILABLE WITHOUT INTERRUPTION OR TOTALLY ERROR-FREE, OR THAT ALL ERRORS (INCLUDING, BUT NOT LIMITED TO, MINOR OR COSMETIC DEFECTS THAT DO NOT SIGNIFICANTLY AND ADVERSELY AFFECT FUNCTIONALITY OR FEATURES) CAN OR WILL BE CORRECTED. UTA ACKNOWLEDGES AND AGREES THAT SERVICES, PRODUCTS AND HOSTING ARE SUBJECT TO INTERRUPTION, LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT WITH THE USE OF TECHNOLOGY AND INTERNET APPLICATIONS AND DELAYS, DELIVERY FAILURES AND/OR OTHER LOSS AND/OR DAMAGE MAY RESULT FROM (A) TRANSFER OF DATA OVER COMMUNICATION NETWORKS SUCH AS THE INTERNET, (B) SECURITY OF UTA DATA WHILE IN TRANSIT VIA THE INTERNET AND/OR WIRELESS CARRIER, AND/OR (C) INABILITY TO ACCESS AND/OR GET ACCURATE DATA FROM THIRD-PARTY SYSTEMS AND/OR APPLICATIONS THAT THE SERVICES AND HARDWARE ARE DEPENDENT ON.

9. OWNERSHIP OF DESIGNS, DRAWINGS, AND WORK PRODUCT

- a. Contractor retains all rights, title, interest and ownership of, any and all intellectual property rights and proprietary rights with respect to the Services and Products and any aggregated and/or manipulated data related thereto and any other materials provided or made available to UTA by Contractor hereunder. Except for the rights expressly granted to UTA in this Contract, all such Services, Products and other materials that are provided or made available, and all work product that is developed, hereunder, all modifications, compilations, and derivative works thereof, and all intellectual and proprietary rights pertaining thereto, are and shall remain the property of Contractor and its respective licensors (and to the extent any rights of ownership in any such materials, works, or rights might, for any reason, otherwise vest in UTA, UTA hereby assigns such ownership rights to Contractor). If UTA becomes aware of any threatened or actual violation of Contractor's intellectual property rights, UTA shall immediately notify Contractor and provide information concerning the violation to Contractor.
- b. Contractor confirms that it has all the rights necessary to provide the Products described herein and has the ability to grant all the rights it purports to grant under, and in accordance with, the terms and conditions of this Contract.
- c. UTA Data and UTA Confidential Information and all intellectual property rights therein are owned solely by UTA.

10. GENERAL INDEMNIFICATION

- a. Contractor shall indemnify, and hold harmless UTA, its officers, trustees, agents, and employees (hereinafter collectively referred to as "UTA Indemnitees") from and against all liabilities, claims, actions, damages, losses, and expenses including without limitation reasonable attorneys' fees and costs (hereinafter referred to collectively as "Claims") related to bodily injury, including death, or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, in the course of performing Services under this Contract while on UTA's site or in connection with the use of UTA's site except to the extent

UTA IT SOFTWARE AND ASSOCIATED SERVICES SUPPLY AGREEMENT

caused by the negligence, or willful misconduct, of a UTA Indemnitee. This indemnity includes any claim or amount arising out of the failure of such Contractor to conform to federal, state, and local laws and regulations. If an employee of Contractor, a subcontractor, anyone employed directly or indirectly by any of them or anyone for whose acts any of them may be liable brings a claim against UTA or another UTA Indemnitee, Contractor's indemnity obligation set forth above will not be limited by any limitation on the amount of damages, compensation or benefits payable under any employee benefit acts, including workers' compensation or disability acts.

- b. UTA agrees to indemnify and hold harmless Contractor, its members, trustees, employees, agents, officers and officials ("Contractor Indemnitees"), from and against any Claims arising out of, or relating to, (i) UTA's use or reliance upon the availability or accuracy of third-party Data or UTA Data, including but not limited to weather or earthquake alerts, track speeds and conditions, location Data (for example, Global Positioning System (GPS) or other Geographic Information System (GIS) Data), mobile phone detector, locomotive security system, or event, episode, or alert thresholds that Contractor transmits or fails to transmit to UTA; (ii) UTA's failure to use the Services and/or Products in accordance with the terms and conditions set forth herein, and/or (iii) UTA's Data constitutes infringement, violation, trespass, contravention or breach of any patent, copyright, trademark, license and/or other property or proprietary right of any third party, and/or constitutes the unauthorized use and/or misappropriation of any trade secret of any third party.

- c. The indemnities set forth in Article 10 shall only be given on condition that (i) the indemnified party gives notice to the indemnifying party of any Claim immediately upon becoming aware of the same; (ii) the indemnified party gives the indemnifying party the sole right to conduct the defense of any claim or action, or the negotiation of any settlement, in respect of a Claim, and does not at any time admit liability or otherwise settle or compromise or attempt to settle or compromise the said Claim or action except upon the express written instructions of the indemnifying party; and (iii) the indemnified party acts in accordance with the reasonable instructions of the indemnifying party and gives the indemnifying party such assistance as it shall reasonably require in respect of the conduct of the said defense including without prejudice to the generality of the foregoing the filing of all pleadings and other court processes and the provision of all relevant documents. In the event of a settlement of a Claim in accordance with this Article 10, the indemnifying party shall work in good faith to enter into a release in the settlement agreement to absolve the indemnified party from all liability arising out of the settled Claim, as mutually agreed to by the parties.

11. INSURANCE REQUIREMENTS

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The Utah Transit Authority in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this contract by the Contractor, his agents, representatives, employees or subcontractors and Contractor is free to purchase additional insurance as may be determined necessary.

UTA IT SOFTWARE AND ASSOCIATED SERVICES SUPPLY AGREEMENT

A. **MINIMUM SCOPE AND LIMITS OF INSURANCE:** Contractor shall provide coverage with limits of liability not less than those Stated below. An excess liability policy or umbrella liability policy may be used to meet the minimum liability requirements provided that the coverage is written on a “following form” basis.

1. Commercial General Liability – Occurrence Form

Policy shall include bodily injury, property damage and broad form contractual liability coverage.

- General Aggregate \$2,000,000
 - Products – Completed Operations Aggregate \$1,000,000
 - Personal and Advertising Injury \$1,000,000
 - Each Occurrence \$1,000,000
- a. The policy shall be endorsed to include the following additional insured language: "The Utah Transit Authority shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor".

2. Automobile Liability

Bodily Injury and Property Damage for any owned, hired, and non-owned vehicles used in the performance of this Contract.

Combined Single Limit (CSL) \$2,000,000

- a. The policy shall be endorsed to include the following additional insured language: "The Utah Transit Authority shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor, including automobiles owned, leased, hired or borrowed by the Contractor".

3. Worker's Compensation and Employers' Liability

Workers' Compensation Statutory

Employers' Liability

Each Accident	\$100,000
Disease – Each Employee	\$100,000
Disease – Policy Limit	\$500,000

- a. Policy shall contain a waiver of subrogation against the Utah Transit Authority.
- b. This requirement shall not apply when a contractor or subcontractor is exempt under UCA 34A-2-103, AND when such contractor or subcontractor executes the appropriate waiver form.

UTA IT SOFTWARE AND ASSOCIATED SERVICES SUPPLY AGREEMENT

4. Professional Liability (Errors and Omissions Liability)

The policy shall cover professional misconduct or lack of ordinary skill for those positions defined in the Scope of Services of this contract.

Each Claim \$1,000,000

Annual Aggregate \$2,000,000

- a. In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of three (3) years beginning at the time work under this Contract is completed.
- B. **ADDITIONAL INSURANCE REQUIREMENTS:** The policies shall include, or be endorsed to include, the following provisions:
 - 1. On insurance policies where the Utah Transit Authority is named as an additional insured, the Utah Transit Authority shall be an additional insured to the full limits of liability purchased by the Contractor. Insurance limits indicated in this Contract are minimum limits. Larger limits may be indicated after the contractor’s assessment of the exposure for this Contract; for their own protection and the protection of UTA.
 - 2. The Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.
- C. **NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided or canceled except after thirty (30) days prior written notice has been given to the Utah Transit Authority, except when cancellation is for non-payment of premium, then ten (10) days prior notice may be given. Such notice shall be sent directly to (Utah Transit Authority agency Representative's Name & Address).
- D. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with insurers duly licensed or authorized to do business in the State and with an “A.M. Best” rating of not less than A-VII. The Utah Transit Authority in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.
- E. **VERIFICATION OF COVERAGE:** Contractor shall furnish the Utah Transit Authority with certificates of insurance (on standard ACORD form) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and any required endorsements are to be sent to insurancecerts@rideuta.com and received and approved by the Utah Transit Authority before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the

UTA IT SOFTWARE AND ASSOCIATED SERVICES SUPPLY AGREEMENT

duration of the project. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.

All certificates required by this Contract shall be emailed directly to Utah Transit Authority's insurance email address at insurancecerts@rideuta.com. The Utah Transit Authority project/contract number and project description shall be noted on the certificate of insurance. The Utah Transit Authority reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time. **DO NOT SEND CERTIFICATES OF INSURANCE TO THE UTAH TRANSIT AUTHORITY'S CLAIMS AND INSURANCE DEPARTMENT.**

- F. **SUBCONTRACTORS:** Contractors' certificate(s) shall include all subcontractors as additional insureds under its policies or subcontractors shall maintain separate insurance as determined by the Contractor, however, subcontractor's limits of liability shall not be less than \$1,000,000 per occurrence / \$2,000,000 aggregate. Sub-contractors maintaining separate insurance shall name Utah Transit Authority as an additional insured on their policy. Blanket additional insured endorsements are not acceptable from sub-contractors. Utah Transit Authority must be scheduled as an additional insured on any sub-contractor policies.
- G. **APPROVAL:** Any modification or variation from the insurance requirements in this Contract shall be made by Claims and Insurance Department or the UTA Legal Services, whose decision shall be final. Such action will not require a formal Contract amendment but may be made by administrative action.

12. OTHER INDEMNITIES

- a. Contractor shall indemnify, defend and hold harmless UTA Indemnitees against all third-party Claims that UTA's use of Services or Products constitutes an infringement, violation, trespass, contravention or breach of any patent, copyright, trademark, license or other property or proprietary right of any third party, or constitutes the unauthorized use or misappropriation of any trade secret of any third party ("Infringement Claim"). UTA acknowledges and agrees that it shall use commercially reasonable efforts to mitigate the costs and expenses related to all Claims under this Section 12(a). The indemnity in this Section 12(a) shall not apply (i) to an Infringement Claim arising from any modification of the Services or Products by UTA or any third party, or from the use of the Services or Products in combination with any other items not provided by Contractor, to the extent such modification or use in combination resulted in the Infringement Claim and/or (ii) if such Infringement Claim results from any breach of UTA's obligations under this Contractor, or the use of the Service or Products other than in connection with this Contract, or in a manner not reasonably contemplated by this Contract.

13. INDEPENDENT CONTRACTOR

The parties agree that Contractor, in the carrying out of its duties hereunder, is an independent contractor and that neither Contractor nor any of its employees is or are agents,

UTA IT SOFTWARE AND ASSOCIATED SERVICES SUPPLY AGREEMENT

servants or employees of UTA. Neither Contractor nor any of Contractor's employees shall be eligible for any workers compensation insurance, pension, health coverage, or fringe benefits which apply to UTA's employees. Neither federal, state, nor local income tax nor payroll tax of any kind shall be withheld or paid by UTA on behalf of Contractor or the employees of Contractor. Contractor acknowledges that it shall be solely responsible for payment of all payrolls, income and other taxes generally applicable to independent contractors.

14. STANDARD OF CARE.

Contractor shall perform any Services to be provided under the Contract in a good and workmanlike manner, using at least that standard of care, skill and judgment which can reasonably be expected from similarly situated independent contractors (including, as applicable, professional standards of care).

15. USE OF SUBCONTRACTORS

- a. Contractor may enter into a subcontract for performance of the Services to be performed under this Contract, but no subcontract will release Contractor from any obligation under this Contract. Contractor will be as fully responsible to UTA for the acts and omissions of any subcontractors and assignees and of persons either directly or indirectly employed by them as if such acts and omissions were the acts and omissions of Contractor.
- b. Contractor shall give advance written notification to UTA of any proposed subcontract (not indicated in Contractor's Proposal) negotiated with respect any part of the Services to be performed on UTA's premises. UTA shall have the right to approve all subcontractors that shall be on site on UTA's premises, such approval not to be withheld unreasonably. No subsequent change, removal or substitution shall be made with respect to any such subcontractor without the prior written approval of UTA.
- c. Contractor shall be solely responsible for making payments to subcontractors, and such payments shall be made within thirty (30) days after Contractor receives corresponding payments from UTA.
- d. Contractor shall be responsible for and direct all work performed by subcontractors.
- e. Contractor agrees that no subcontracts shall provide for payment on a cost-plus-percentage-of-cost basis. Contractor further agrees that all subcontracts shall comply with all applicable laws.

16. CONTRACTOR SAFETY COMPLIANCE

UTA is an ISO 14001 for Environmental Management Systems, ISO 9001 Quality and Performance Management, and OSHAS 18001 safety systems Management Company. Contractor, including its employees, subcontractors, authorized agents, and representatives, shall comply with all UTA and industry safety standards, NATE, OSHA, EPA and all other State and Federal regulations, rules and guidelines pertaining to safety, environmental Management and will be solely responsible for any fines, citations or penalties it may receive or cause UTA to receive pursuant to this Contract. Each employee, contractor and subcontractor must be trained in UTA EMS and Safety Management principles. Contractor acknowledges that its Products and

UTA IT SOFTWARE AND ASSOCIATED SERVICES SUPPLY AGREEMENT

Services might affect UTA's Environmental Management Systems obligations. A partial list of activities, products or Services deemed as have a potential EMS effect is available at the UTA website www.rideuta.com. Upon request by UTA, Contractor shall complete and return a *Contractor Activity Checklist*. If UTA determines that the Products and/or Services under the Contract has the potential to impact the environment, UTA may require Contractor to submit additional environmental documents. Contractor shall provide one set of the appropriate safety data sheet(s) (SDS) and container label(s) upon delivery of a hazardous material to UTA

17. ASSIGNMENT OF CONTRACT

Neither party shall have the right to assign or transfer its rights or obligations pursuant to this Contract without the prior written consent of the other party. Notwithstanding the foregoing, either party may assign or transfer this Contract to any parent, subsidiary or other affiliate or to a successor as a result of a merger, consolidation, acquisition, reorganization or sale of all or substantially all of such party's assets. No such assignment or transfer shall have the effect of increasing the obligations of either party under this Contract. The terms and conditions of this Contract will inure to the benefit of, and shall be binding upon, each party's successors and permitted assigns.

18. ENVIRONMENTAL RESPONSIBILITY

UTA is ISO 14001 Environmental Management System (EMS) certified. Contractor acknowledges that its Products and/or Services might affect UTA's ability to maintain the obligation of the EMS. A partial list of activities, products or Services deemed as have a potential EMS effect is available at the UTA website www.rideuta.com. Upon request by UTA, Contractor shall complete and return a *Contractor Activity Checklist*. If UTA determines that the Products and/or Services under the Contract has the potential to impact the environment, UTA may require Contractor to submit additional environmental documents. Contractor shall provide one set of the appropriate safety data sheet(s) (SDS) and container label(s) upon delivery of a hazardous material to UTA.

20. SUSPENSION OF WORK

- a. UTA may, at any time, by written order to Contractor, require Contractor to suspend, delay, or interrupt all or any part of the Work called for by this Contract. Any such order shall be specifically identified as a "Suspension of Work Order" issued pursuant to this Article. Upon receipt of such an order, Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of further costs allocable to the Services covered by the order during the period of Services stoppage.
- b. If a Suspension of Work Order issued under this Article is canceled, Contractor shall resume Services as mutually agreed to in writing by the parties hereto.
- c. If a Suspension of Work Order is not canceled and the Services covered by such order is terminated for the convenience of UTA, reasonable costs incurred as a result of the Suspension of Work Order shall be considered in negotiating the termination settlement.
- d. If the Suspension of Work causes an increase in Contractor's cost or time to perform the Services, UTA's Project Manager or designee shall make an equitable adjustment to compensate

UTA IT SOFTWARE AND ASSOCIATED SERVICES SUPPLY AGREEMENT

Contractor for the additional costs or time and modify this Contract by Change Order.

21. **TERMINATION**

- a. **FOR CONVENIENCE:** UTA shall have the right to terminate the Contract at any time by providing sixty (60) days prior written notice to Contractor, except in the event it relates to a material change in regulatory changes for UTA's grant funding, in which case UTA shall provide prior written notice as soon as reasonably possible. If the Contract is terminated for convenience, UTA shall pay Contractor: (i) in full for Products delivered and Services fully performed prior to the effective date of termination; (ii) an equitable amount to reflect costs incurred (including Contract close-out and subcontractor termination costs that cannot be reasonably mitigated) and profit on work-in-progress as of to the effective date of the termination notice; and (iii) the specific SaaS fees as detailed in Schedule C for the count of assets in service as of the date a written termination notice is received from UTA through the end of the then current Term. Contractor shall promptly submit a termination claim to UTA. If Contractor has any property in its possession belonging to UTA, Contractor will account for the same, and dispose of it in the manner UTA directs.
- FOR CONTRACTOR DEFAULT:** If Contractor (a) becomes insolvent; (b) files a petition under any chapter of the bankruptcy laws or is the subject of an involuntary petition; (c) makes a general assignment for the benefit of its creditors; (d) has a receiver appointed; or (e) should fail to make prompt payment to any subcontractors or suppliers that perform services under this Contract, UTA may, in its discretion, after first giving Contractor seven (7) days written notice to cure such default:
1. Terminate the Contract (in whole or in part) for default and obtain the Products and Services using other contractors or UTA's own forces, in which event Contractor shall be liable for all incremental costs so incurred by UTA;
 2. Pursue other remedies available under the Contract (regardless of whether the termination remedy is invoked); and/or
 3. Except to the extent limited by the Contract, pursue other remedies available at law.
- c. If a party materially breaches this Contract (the "Defaulting Party"), and the Defaulting Party does not cure such breach within thirty (30) calendar days after its receipt of written notice of material breach, the non-defaulting party may terminate this Contract upon written notice to the Defaulting Party. Termination of this Contract will be without prejudice to any other rights and/or remedies that the non-defaulting party may have under this Contract and/or at law and/or in equity. In the event Contractor or UTA terminates this Contract pursuant to this Section 21(c), upon termination UTA will pay all outstanding fees, charges and expenses incurred through the effective date of termination.
- d. **CONTRACTOR'S POST TERMINATION OBLIGATIONS:** Upon receipt of a termination notice as provided above, Contractor shall (i) immediately discontinue all work affected (unless the notice directs otherwise); and (ii) deliver to UTA all data, drawings and other deliverables, whether completed or in process as it relates to UTA's Confidential Information. Contractor shall also remit a final invoice for all Services performed and

UTA IT SOFTWARE AND ASSOCIATED SERVICES SUPPLY AGREEMENT

expenses incurred in full accordance with the terms and conditions of the Contract up to the effective date of termination. UTA shall calculate termination damages payable under the Contract, shall offset such damages against Contractor's final invoice, and shall invoice Contractor for any additional amounts payable by Contractor (to the extent termination damages exceed the invoice). All rights and remedies provided in this Article are cumulative and not exclusive. If UTA terminates the Contract for any reason, Contractor shall remain available, for a period not exceeding 90 days, to UTA to respond to any questions or concerns that UTA may have regarding the Software and Services furnished by Contractor prior to termination.

22. CHANGES

- a. UTA's Project Manager or designee may, at any time, by written order designated or indicated to be a Change Order, direct changes in the Services including, but not limited to, changes:
 1. In the Scope of Services;
 2. In the method or manner of performance of the Services; or
 3. In the schedule or completion dates applicable to the Services.

To the extent that any change in Services directed by UTA causes an actual and demonstrable impact to: (i) Contractor's cost of performing the Services; or (ii) the time required for the Services, then (in either case) the Change Order shall include an equitable adjustment to this Contract to make Contractor whole with respect to the impacts of such change.

- b. A change in the Services not otherwise identified in Exhibit A may only be directed by UTA through a written Change Order or (alternatively) UTA's expressed, written authorization directing Contractor to proceed pending negotiation of a Change Order. Any changes to this Contract undertaken by Contractor without such written authority shall be at Contractor's sole risk. Contractor shall not be entitled to rely on any other manner or method of direction.
- c. Contractor shall also be entitled to an equitable adjustment to address the actual and demonstrable impacts of "constructive" changes in the Services if: (i) subsequent to the Effective Date of this Contract, there is a material change with respect to any requirement set forth in this Contract; or (ii) other conditions exist or actions are taken by UTA which materially modify the magnitude, character or complexity of the Services from what should have been reasonably assumed by Contractor based on the information included in (or referenced by) this Contract. In order to be eligible for equitable relief for "constructive" changes in Services, Contractor must give UTA's Project Manager or designee written notice stating:
 1. The date, circumstances, and source of the change; and
 2. That Contractor regards the identified item as a change in Services giving rise to an adjustment in this Contract.

Contractor must provide notice of a "constructive" change and assert its right to an equitable adjustment under this Section within ten (10) days after Contractor becomes aware (or reasonably should have become aware) of the facts and circumstances giving rise to the "constructive" change. Contractor's failure to provide timely written notice as provided above shall constitute a waiver of Contractor's rights with respect to such claim.

- d. As soon as practicable, but in no event longer than thirty (30) days after providing notice,

UTA IT SOFTWARE AND ASSOCIATED SERVICES SUPPLY AGREEMENT

Contractor must provide UTA with information and documentation reasonably demonstrating the actual cost and schedule impacts associated with any change in Services. Equitable adjustments will be made via Change Order. Any dispute regarding the Contractor's entitlement to an equitable adjustment (or the extent of any such equitable adjustment) shall be resolved in accordance with Article 20 of this Contract.

23. INFORMATION, RECORDS and REPORTS; AUDIT RIGHTS

Contractor shall retain all books, papers, documents, accounting records and other evidence to support any cost-based billings allowable under Exhibit A - Schedule C (or any other provision of the Contract). Such records shall include, without limitation, time sheets and other cost documentation related to the performance of labor services, as well as subcontracts, purchase orders, other contract documents, invoices, receipts or other documentation supporting non-labor costs. Contractor shall also retain other books and records related to the performance, quality or management of the Contract and/or Contractor's compliance with the Contract. Records shall be retained by Contractor for a period of at least six (6) years, or until any audit initiated within that six-year period has been completed (whichever is later). During this six-year period, such records shall be made available at all reasonable times for audit and inspection by UTA and other authorized auditing parties including, but not limited to, the Federal Transit Administration, upon thirty (30) days prior written notice but no more than once annually. Copies of requested records shall be furnished to UTA or designated audit parties upon reasonable request. Contractor agrees that it shall flow-down (as a matter of written contract) these records requirements to all subcontractors utilized in the performance of the Contract at any tier.

24. FINDINGS CONFIDENTIAL

- a. "Confidential Information" shall mean information provided by a party ("Disclosing Party") to the other party ("Receiving Party") that is maintained by the Disclosing Party as nonpublic, confidential, or proprietary and for which the Disclosing Party has taken reasonable measures under the circumstances to keep nonpublic, confidential, or proprietary including any and all information relating to the party and its business including without limitation its business, legal, and operational practices, financial, technical, trade secrets, source code, other computer code, formula, operating data, performance standards, commercial, marketing, competitive advantage or other information concerning the business and affairs, partnerships and potential partnerships, vendors, business model, fee structures, employees, customers, performance standards, funding opportunities, pricing information metrics, know-how, systems, procedures and techniques, and any information which could reasonably be expected to benefit competitors of the Disclosing Party including the fact that such information exists, that has been or may hereafter be provided or shown to the Receiving Party, regardless of the form of the communication and the terms and conditions of this Contract.
- b. It is hereby agreed that the following information is not considered to be confidential:
 1. Information already in the public domain.
 2. Information disclosed to Receiving Party by a third party who is not under a confidentiality obligation.

UTA IT SOFTWARE AND ASSOCIATED SERVICES SUPPLY AGREEMENT

3. Information developed by or in the custody of Receiving Party before entering into this Contract; and
 4. Information developed by Receiving Party through its work with other clients.
- c. If the Receiving Party is requested or required to disclose any of the Disclosing Party's Confidential Information under a subpoena, court order, statute, law, rule, regulation or other similar requirement (a "Legal Requirement"), the Receiving Party will, if lawfully permitted to do so, provide prompt notice of such Legal Requirement to the Disclosing Party so that the Disclosing Party may seek an appropriate protective order or other appropriate remedy or waive compliance with the provisions of this Contract. If the Disclosing Party is not successful in obtaining a protective order or other appropriate remedy and the Receiving Party is legally compelled to disclose such Confidential Information, or if the Disclosing Party waives compliance with the provisions of this Contract in writing, the Receiving Party may disclose, without liability hereunder, such Confidential Information solely to the extent necessary to comply with the Legal Requirement.
- d. The Receiving Party agrees not to use and/or disclose the Confidential Information, and may disclose the Confidential Information only as necessary and appropriate to perform its obligations hereunder and to receive the benefit of the Services and/or Products in accordance with this Contract to its a party's affiliates, subsidiaries, officers, directors, employees, agents and subcontractors (and their employees) (collectively, the "Representatives") who have a need to know such Confidential Information solely in connection with this Contract. The Receiving Party will cause such Representatives to comply with this Contract and will assume full responsibility for any failure to comply with the terms of this Contract. The Receiving Party will not transfer or disclose any Confidential Information to any third party without the Disclosing Party's prior written consent and without such third party having a contractual obligation to keep such Confidential Information confidential. The Receiving Party will not use any Confidential Information for any purpose other than to perform its obligations under this Contract.
- e. Upon termination of this Contract or upon the Disclosing Party's written request, the Receiving Party will return to the Disclosing Party all copies of Confidential Information already in the Receiving Party's possession or within its control. Alternatively, with Disclosing Party's prior written consent, the Receiving Party may destroy such Confidential Information; provided that the Confidential Information is (i) destroyed in accordance with applicable law, rule or regulation and (ii) is rendered unreadable, undecipherable and otherwise incapable of reconstruction, in which case an officer of the Receiving Party will certify in writing to the Disclosing Party that all such Confidential Information has been so destroyed.

25. PUBLIC INFORMATION.

Contractor acknowledges that certain information in relation to this Contract and related materials (invoices, orders, etc.) may be public documents under the Utah Government Records Access and Management Act (GRAMA). The parties agree that UTA shall work diligently in

UTA IT SOFTWARE AND ASSOCIATED SERVICES SUPPLY AGREEMENT

cooperation with Wi-Tronix to exclude Wi-Tronix trade secrets, commercial information related to this Contract and related records from public disclosure under Section 63G-2-305 of GRAMA, provided Wi-Tronix has provided adequate justification for withholding.

26. PROJECT MANAGER

UTA's Project Manager for the Contract is Jason Allred, or designee. All questions and correspondence relating to the technical aspects of the Contract should be directed to UTA's Project Manager at UTA offices located at 669 West 200 South, Salt Lake City, Utah 84101, office phone (801) 287-2388.

27. CONTRACT ADMINISTRATOR

UTA's Contract Administrator for the Contract is Jenny Dang, or designee. All questions and correspondence relating to the contractual aspects of the Contract should be directed to UTA's Grants & Contracts Administrator at UTA offices located at 669 West 200 South, Salt Lake City, Utah 84101, office phone (801) 287-3399.

28. CONFLICT OF INTEREST

Contractor represents that it has not offered or given any gift or compensation prohibited by the laws of the State of Utah to any officer or employee of UTA to secure favorable treatment with respect to being awarded the Contract. No member, officer, or employee of UTA during their tenure or one year thereafter shall have any interest, direct or indirect, in the Contract or the proceeds thereof.

29. NOTICES OR DEMANDS

a. Any and all notices, demands or other communications required hereunder to be given by one party to the other shall be given in writing and may be electronically delivered, personally delivered, mailed by US Mail, postage prepaid, or sent by overnight courier service and addressed to such party as follows:

If to UTA:

Utah Transit Authority
ATTN: Contracts Administrator
669 West 200 South
Salt Lake City, UT 84101
C.Administrator@rideuta.com

If to Contractor:

Wi-Tronix, LLC
ATTN: Michael Heilmann
631 East Boughton Rd. Ste 240
Bolingbrook, IL 60440
michael.d.heilmann@wi-tronix.com

a. Either party may change the address at which such party desires to receive written notice of such change to any other party. Any such notice shall be deemed to have been given, and shall be effective, on delivery to the notice address then applicable for the party to which the notice is directed; provided, however, that refusal to accept delivery of a notice or the inability to deliver a notice because of an address change which was not properly communicated shall not defeat or delay the giving of a notice.

30. CLAIMS/DISPUTE RESOLUTION

a. "Claim" means any disputes between UTA and the Contractor arising out of or relating to the Contract including any disputed claims for Contract adjustments that

UTA IT SOFTWARE AND ASSOCIATED SERVICES SUPPLY AGREEMENT

cannot be resolved in accordance with the Change Order negotiation process set forth in Article 20. Claims must be made by written notice. The responsibility to substantiate claims rests with the party making the claim.

- b. Unless otherwise directed by UTA in writing or due to UTA’s breach of this Contract, Contractor shall proceed diligently with performance of the Services pending final resolution of a Claim, including litigation. UTA shall continue to pay any undisputed payments related to such Claim.
- c. The parties shall attempt to informally resolve all claims, counterclaims and other disputes through the escalation process described below. No party may bring a legal action to enforce any term of this Contract without first having exhausted such process.
- d. The time schedule for escalation of disputes, including disputed requests for change order, shall be as follows:

Level of Authority	Time Limit
UTA’s Project Manager Jason Allred/Contractor’s Project Manager Matt Madden	Five calendar days
UTA’s Contract Buyer Jenny Dang /Contractor’s VP of Customer Experience Chad Jasmin	Five calendar days
UTA’s Procurement Manager Troy Hamilton Contractor’s Chief Operating Officer	Five calendar days

Unless otherwise directed by UTA’s Project Manager, Contractor shall diligently continue performance under this Contract while matters in dispute are being resolved.

If the dispute cannot be resolved informally in accordance with the escalation procedures set forth above, then either party may commence formal mediation under the Juris Arbitration and Mediation (JAMS) process using a mutually agreed upon JAMS mediator. If resolution does not occur through Mediation, then legal action may be commenced in accordance the venue and governing law provisions of this contract.

31. GOVERNING LAW

The validity, interpretation and performance of the Contract shall be governed by the laws of the State of Utah, without regard to its law on the conflict of laws. Any dispute arising out of the Contract that cannot be solved to the mutual agreement of the parties shall be brought in a court of competent jurisdiction in Salt Lake County, State of Utah. Contractor consents to the jurisdiction of such courts.

32. COSTS AND ATTORNEY FEES.

If any party to this Contract brings an action to enforce or defend its rights or obligations hereunder, the prevailing party shall be entitled to recover its costs and expenses, including mediation, arbitration, litigation, court costs and attorneys’ fees, if any, incurred in connection with such suit, including on appeal

UTA IT SOFTWARE AND ASSOCIATED SERVICES SUPPLY AGREEMENT

33. UTAH ANTI-BOYCOTT OF ISRAEL ACT

Contractor agrees that will be not engage in any type of boycott against the State of Israel for the duration of this Contract.

34. SEVERABILITY

Any provision of the Contract prohibited or rendered unenforceable by operation of law shall be ineffective only to the extent of such prohibition or unenforceability without invalidating the remaining provisions of the Contract.

35. AMENDMENTS

Any amendment to the Contract must be in writing and executed by the authorized representatives of each party.

36. FORCE MAJEURE

Neither party to the Contract will be held responsible for delay or default caused by fire, riot, local, regional and/or global pandemic or epidemic, inability to obtain material, equipment or transportation due to global supply chain issues, acts of God and/or war which are beyond that party's reasonable control. The parties shall cooperate to ascertain the facts and the effect of the delay, and make appropriate adjustments where necessary. UTA may terminate the Contract after determining such delay or default will reasonably prevent successful performance of the Contract.

37. NO THIRD-PARTY BENEFICIARIES

The parties enter in to the Contract for the sole benefit of the parties, in exclusion of any third party, and no third-party beneficiary is intended or created by the execution of the Contract.

38. ENTIRE AGREEMENT

This Contract and each of the Exhibits shall constitute the entire agreement and understanding of the parties with respect to the subject matter hereof, and shall supersede all offers, negotiations and other agreements with respect thereto.

39. COUNTERPARTS

This Contract may be executed in any number of counterparts and by each of the parties hereto on separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute but one and the same instrument. Any signature page of the Contract may be detached from any counterpart and reattached to any other counterpart hereof. The electronic transmission of a signed original of the Contract or any counterpart hereof and the electronic retransmission of any signed copy hereof shall be the same as delivery of an original.

UTA IT SOFTWARE AND ASSOCIATED SERVICES SUPPLY AGREEMENT

40. NONWAIVER

No failure or waiver or successive failures or waivers on the part of either party in the enforcement of any condition, covenant, or article of this Contract shall operate as a discharge of any such condition, covenant, or article nor render the same invalid, nor impair the right of either party to enforce the same in the event of any subsequent breaches by the other party.

41. SALES TAX EXEMPT

Purchases of certain materials are exempt from Utah sales tax. UTA will provide a sales tax exemption certificate to Contractor upon request. UTA will not pay Contractor for sales taxes for exempt purchases, and such taxes should not be included in Contractor's invoice.

42. SURVIVAL

Provisions of this Contract intended by their nature and content to survive termination of this Contract shall so survive including, but not limited to, Articles 7, 9, 10, 11, 12, 13, 15, 17, 18, 19, 21, 23, 24, 25, 30, 31, 32, and 40.

UTA IT SOFTWARE AND ASSOCIATED SERVICES SUPPLY AGREEMENT

IN WITNESS WHEREOF, the parties hereto have caused the Contract to be executed by officers duly authorized to execute the same as of the date of last signature below.

UTAH TRANSIT AUTHORITY:

WI-TRONIX, LLC

By _____

By _____

Alisia Wixom
Enterprise Applications Manager

Mike Heilmann
Executive Vice President and COO

By _____

Kyle Brimley
IT Director

By _____

Alisha Garrett
Chief Enterprise Strategy Officer

By _____

Jay Fox
Executive Director

Approved as to Form

DocuSigned by:
Mike Bell 2/17/2023
70E33A415BA44F6...
UTA Legal Counsel

UTA IT SOFTWARE AND ASSOCIATED SERVICES SUPPLY AGREEMENT

EXHIBIT A

PRODUCTS DESCRIPTION AND STATEMENT OF SERVICES

1. Definitions. As used in this Contract, the following terms shall have the following meanings:

“Additional Storage Fee” shall mean the fee UTA is required to pay to have Contractor retain UTA Data in excess of the standard amount and/or timeframe determined by Contractor in its sole and absolute discretion, or in the event of a litigation hold.

“UTA Data” shall mean the raw unstructured or unformatted repository data and/or discrete elemental data parameters collected as part of the Services, which has not been analyzed or processed by Contractor other than the initial acquisition of the discrete elemental data parameter and other information provided by UTA to Contractor. Examples of UTA Data shall include without limitation speed, location, fuel level and fault codes where such parameters are available.

“Data” shall mean without limitation, digital images, audio files, and binary files, including quantities, characters, and symbols.

“Hardware” shall mean the mobile asset hardware designed to enable Contractor proprietary Software to monitor and offload via wireless communications Data regarding the operations, status, and functions of various systems on the mobile asset, its location, and video.

“Hosting” shall mean providing to UTA nonpublic pages on the Contractor Website for displaying both UTA Data and Related Information.

“Hosting Fee” shall mean the fees UTA is required to pay to receive Hosting.

“IP” means all intellectual property including without limitation all patents, inventions, trademarks, service marks, trade names and trade dress, copyrights and copyrightable works, trade secrets, know-how, design rights and database rights.

“Products” shall mean collectively the Hardware and Software.

“Related Information” shall mean information acquired, manipulated and/or analyzed using Contractor proprietary software of UTA Data, Contractor proprietary information, and/or publicly available Data.

UTA IT SOFTWARE AND ASSOCIATED SERVICES SUPPLY AGREEMENT

“Representatives” shall mean a party’s affiliates, subsidiaries, officers, directors, employees, agents and subcontractors (and their employees).

“SaaS” shall mean Contractor’s software as a service platform that UTA subscribes to in order to help improve safety, reliability and operational efficiency of transportation systems and shall only include the particular functionality or functionalities included in the Exhibits hereto and for which UTA pays the appropriate Subscription Fee.

“Services” shall mean collectively the SaaS, Hosting, maintenance and support services identified in Exhibit A.

“Single Sign On” shall mean an access-control functionality of UTA’s computer network that allows a UTA-authorized user to log on with a single user name and password to gain access to the SaaS.

“Software” shall mean each version of Contractor’s proprietary computer program licensed hereunder, and all upgrades, documentation, error-corrections, patches and bug fixes related thereto, that reside on the Hardware installed on UTA’s mobile asset(s).

“Subscription Fee” shall mean the fees UTA is required to pay to Contractor for the SaaS, Hosting maintenance and support services in exchange for the applicable SaaS subscription tier chosen by UTA.

“Virus” shall mean any thing and/or device (including without limitation any software, code, file and/or program) which may prevent, impair and/or otherwise adversely affect the operation of any computer software, hardware and/or network, any telecommunications service, equipment and/or network and/or any other service and/or device, prevent, impair and/or otherwise adversely affect access to and/or the operation of any program and/or data, including the reliability of any program and/or data (whether by re-arranging, altering and/or erasing the program and/or data in whole or part or otherwise) and/or adversely affect the user experience, including without limitation worms, ‘Trojan’ horses, viruses and other similar things and/or devices.

“Contractor Website” shall mean a website maintained or operated by Contractor at www.wi-tronix.com or such other URL as Contractor may designate.

2. **Hardware.** (Schedule A)

UTA shall purchase the Hardware as set forth and quoted in Schedule A attached hereto and incorporated herein. Contractor’s Software shall reside on the Hardware installed on UTA’s mobile asset(s).

UTA IT SOFTWARE AND ASSOCIATED SERVICES SUPPLY AGREEMENT

3. Services. (Schedule B)

Contractor shall provide the Services as set forth in Schedule A attached hereto and incorporated herein. In the event out-of-scope additional labor and/or services are performed by Contractor or its subcontractors, then UTA agrees to pay Contractor at its then-current hourly rates for such Services.

- a. Right to Use. During the term and subject to Contractor's receipt of the Subscription Fees and other related fees for the Services and Products and provided UTA and/or its users are using such Services and Products in accordance with the terms and conditions set forth herein, Contractor hereby provides a nonexclusive, non-transferable, non-assignable, right for UTA to access and/or use the SaaS solely for UTA's internal business operations. Contractor and/or its Representatives' information collection and/or use practices are set forth in Contractor's privacy policy ("**Privacy Policy**"), as may be changed from time to time by Contractor in its sole and absolute discretion, and the parties agree that such then-current version shall be incorporated herein by reference. UTA acknowledges and agrees it will abide by the then-current Privacy Policy with respect to information collected and/or how such information may be used.
- b. Third Party. UTA agrees that Contractor may use third party products and/or services to provide the Services and/or Products, which shall include without limitation, third party wireless carriers, cellular services, weather forecasting services, global positioning system (GPS) services and/or any onboard equipment, interfaces and software provided by VIA to which Wi-Tronix Services and/or Products may connect (collectively, "**Third Party Services**"). UTA further acknowledges that Contractor utilizes Third Party Service providers to host and provide the SaaS and store UTA Data and the protection of such UTA Data will be in accordance with such third party's safeguards for the protection of the security, confidentiality and integrity of UTA Data. Notwithstanding anything herein to the contrary, Contractor does not control, endorse, and/or adopt any Third Party Services nor is Contractor liable for the performance of such Third Party Services, and the inclusion of any link to web pages and/or content does not imply affiliation, endorsement and/or adoption by Contractor of any site and/or any information contained therein, and can make no guarantee as to its accuracy or completeness. UTA's right to use such third-party technology is governed by the terms and conditions of such third-party technology specified by such third party and is not subject to the term and conditions of this Contract.
- c. Updates to SaaS. During the term, Contractor will apply updates, patches, corrective code and bug fixes to the SaaS as may, from time to time, be developed and made generally available by Contractor to its UTAs. Except as otherwise set forth herein, maintenance and support shall not include adding new features and/or providing enhancements that add new functionalities.
- d. License Grants.

UTA IT SOFTWARE AND ASSOCIATED SERVICES SUPPLY AGREEMENT

- i. UTA Data and UTA License Grant. UTA is responsible for providing all UTA Data, products and/or information and is responsible for the accuracy, quality, integrity and legality of such UTA Data and of the means by which its users access and/or use UTA Data. UTA hereby grants Contractor a worldwide, non-exclusive right and perpetual license to reproduce, distribute, license, configure, perform, transmit and display UTA Data, products and/or information as necessary to provide the Services and/or Products. UTA represents and warrants that UTA owns all UTA Data, products and/or information or that UTA has permission from the rightful owner to use each of the elements of UTA Data, products and/or information; and that UTA has all rights necessary for Contractor to use UTA Data in connection with the Services and/or Products. UTA and its licensors retain title, all ownership rights, and all intellectual property, in and to UTA Data and reserve all rights not expressly granted to Contractor hereunder.
- ii. Contractor License Grant. Contractor hereby grants UTA a limited, non-exclusive, non-transferable (except in accordance with Article 17 of the Contract) license to use the Software and/or Data for its internal business purposes in relation to the Services during the term of this Contract.

4. Restrictions; Use

4.1 Permitted Use. UTA represents and warrants that its Representatives will also abide by the terms and conditions of this Contract and UTA acknowledges and agrees that it shall be fully responsible for any Representative's breach of this Contract. UTA further agrees to use commercially reasonable efforts to prevent unauthorized access to, and/or use of the Services and/or Products, and notify Contractor immediately of any such unauthorized use. UTA will determine the access controls for its users and will be liable for activity occurring under UTA's account, including without limitation compliance with the terms and conditions of this Contract.

4.2 Prohibited Conduct; Non-transferability. Except as expressly permitted by this Contract, UTA shall not, directly or indirectly, without the express, prior written consent of Contractor: (i) use and/or permit the use of, reproduce and/or otherwise duplicate, disclose, modify, encumber, time-share, license, sublicense, rent, lease, and/or transfer any Services and/or Products, or any portion thereof including any derivative works, and/or any of UTA's rights thereto, (ii) merge any Services and/or Products or any portion thereof with any other program and/or materials, (iii) make the Services and/or Products available to any person other than authorized users, (iv) use and/or access the Services and/or Products to provide service bureau and/or other computer hosting services to third parties, (v) modify and/or create derivative works based upon the Services and/or Products, (vi) remove, obliterate, modify and/or obscure any copyright, trademark and/or other proprietary notices and/or confidentiality notice and/or legend

UTA IT SOFTWARE AND ASSOCIATED SERVICES SUPPLY AGREEMENT

appearing on and/or in any materials, Services and/or Products provided or made available by Contractor hereunder; and/or fail to reproduce any such notice and/or legend on any copy made of any such materials, (vii) reverse engineer, decompile, disassemble, extract and/or otherwise derive and/or attempt to derive the source code of the Services, Products and/or any other compiled software provided or made available by Contractor, except and only to the extent such activity is expressly permitted by applicable law, (viii) adapt, translate, localize, port, and/or otherwise modify any Services, Products and/or any other compiled software provided or made available by Contractor hereunder, (ix) access the Services and/or Products and/or use the materials provided hereunder in order to build a similar product or competitive product, (x) take any action that materially interrupts and/or interferes with, or that might reasonably have been expected to materially interrupt and/or interfere with, the Services and/or Products, Contractor's business operations and/or its other UTAs, and (xi) permit any other person and/or entity under UTA's control to engage in any of the foregoing conduct. Furthermore, gathering email addresses from Contractor through harvesting is prohibited. Contractor also prohibits crawling, scraping, caching, and/or otherwise accessing any content on the Services and/or Products via automated means (except as may be the result of standard search engine protocols and/or technologies used with Contractor's express prior written consent).

4.3 **Illegal Use.** UTA shall not access, store, distribute and/or transmit any Viruses and/or any material during the course of its use of the Services and/or Products that (i) is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing and/or offensive, (ii) facilitates illegal activity and/or (iii) causes damage and/or injury to any person and/or property. Notwithstanding anything herein to the contrary, Contractor reserves the right, without liability to UTA, to disable or suspend UTA's access to and/or use of the Services and/or Products in the event (a) of any breach or anticipated breach of this Contract, (b) UTA and/or its users use of the Services and/or Products disrupts and/or poses a security risk to the Services and/or Products and/or any other customer, may harm Contractor's systems and/or any provider of any third-party services and/or may subject Contractor and/or any third-party to liability, (c) UTA and/or its authorized users are using the Services and/or Products for fraudulent and/or illegal activities, and/or (d) Contractor's continued provision of any of the Services and/or Products to UTA and/or its users is prohibited by applicable law.

4.4 **Single Sign On & User Name and Passwords.** Unless otherwise set forth herein, UTA shall be required to use Single Sign On functionality for the SaaS in accordance with Contractor's specifications as provided herein. Single Sign On allows UTA and/or its authorized users to access the SaaS with one login. UTA shall validate usernames and passwords against its own database.

5. Fees. (Schedule C)

In consideration of Contractor's performance of the Services set forth herein, UTA shall pay Contractor per the pricing and fees set forth in Schedule B attached hereto and incorporated herein. Unless otherwise expressly agreed by the parties, all payments shall be made in accordance with the terms and conditions of the Contract. Contractor may increase such fees and/or prices if (a) the market price of fuels, shipping, materials, raw materials, equipment,

UTA IT SOFTWARE AND ASSOCIATED SERVICES SUPPLY AGREEMENT

labor and other production costs, increase beyond normal variations and/or as a result of supply chain disruptions or changes in domestic and/or foreign regulatory compliance, and (b) the parties agree to engage in good faith negotiations to increase the price after Contractor has provided adequate justification.

6. Hosting

6.1 Hosting Services. Upon UTA's request and payment of a separate Hosting Fee as set forth in the applicable Schedule hereto, Contractor shall provide Hosting of UTA Data and Related Information for UTA. Subject to UTA purchasing Hosting and using such Hosting in accordance with the terms and conditions set forth herein, Contractor grants UTA the right to use Hosting during the term of this Contract solely as it relates to the Services and/or Products for UTA's business operations.

6.2 Monitor. Contractor may monitor UTA's Hosting and/or SaaS usage including without limitation, click-stream patterns, analytics, when a user logs onto the Contractor Website, what Data is accessed, which pages are accessed, and/or what Data is downloaded or uploaded by UTA.

6.3 Storage. Contractor shall store the Data on servers, storage media maintained or controlled by Contractor, or in a cloud-based application. Contractor shall retain Data per monitored asset for a period of two (2) years or such other reasonable timeframe as Contractor deems to be appropriate in its sole and absolute discretion. If UTA requests that Contractor retain the Data beyond the two-year period (or then-current applicable timeframe), Contractor shall invoice UTA for the additional storage required at its then-current rates.

6.4 Legal Requirement. UTA may request in writing that Contractor place a litigation hold on certain Data. Within a reasonable amount after receipt of such written notice, Contractor shall place a litigation hold on certain Data, and Contractor shall tag UTA-identified Data so that the Data is not deleted as part of Contractor's regular course of business. Contractor shall not independently place a litigation hold on any UTA Data. Contractor may charge UTA its actual costs, plus the cost of services, equipment and material needed to: (a) investigate or otherwise respond to any suspected violation herein, (b) remedy any harmed caused to Contractor and/or its customers by violation of this Contract, and (c) respond to subpoenas and/or other third party requests for information as described herein.

6.5 Back-Up. Contractor shall back up UTA Data at such times and in such a manner consistent with Contractor's then-current back-up procedures. In the event UTA requests Contractor to retrieve UTA Data from Data that has been backed up, then UTA shall pay Contractor a fee to retrieve such UTA Data. The fee shall be quoted based on the specifics of UTA's request, as determined by Contractor in its sole and absolute discretion. In the event that UTA Data must be retrieved from backed-up files to restore UTA's Data where such loss of data was caused by Contractor's gross negligence or willful misconduct, then UTA shall not be required to pay a retrieval fee. Contractor may retain such UTA Data for a commercially reasonable time for backup, archival, analytics and/or audit purposes.

UTA IT SOFTWARE AND ASSOCIATED SERVICES SUPPLY AGREEMENT

7. UTA Responsibilities

7.1 Assistance. UTA shall provide commercially reasonable assistance and information to Contractor to enable Contractor and/or its Representatives to deliver the Services and/or Products. UTA acknowledges that Contractor's ability to deliver the Services and/or Products in the manner provided in this Contract may depend upon the accuracy and timeliness of such information and assistance.

7.2 Compliance with Laws. UTA shall comply with all applicable local, state, national and foreign laws in connection with its use of the Services and/or Products, including those laws related to data privacy, communications, and the transmission of technical information. UTA acknowledges that Contractor exercises no control over the content of the information transmitted by UTA or its authorized users through the Services and/or Products.

7.3 Unauthorized Use; False Information. UTA agrees: (i) to maintain the accuracy and completeness of information provided to Contractor and agrees to provide any changes to Contractor within thirty (30) calendar days after any such change, (ii) to notify Contractor immediately of any unauthorized access to and/or use of the Services and/or Products, (iii) to report to Contractor immediately and use reasonable efforts to stop any unauthorized use of the Services and/or Products that is known or suspected by UTA or any user, and (iv) not to provide false identity information to gain access to and/or use the Services and/or Products. UTA further acknowledges and agrees that UTA's administrator shall enter into that certain 'Secure Access Authorization Contract', as may be changed from time to time by Contractor in its sole and absolute discretion, upon creating UTA's account through the SaaS in order to identify access and/or controls for UTA.

7.4 Third Party Access. In the event UTA wishes to grant access to Data, such access shall be in accordance with Contractor's 'Third Party Data Access Agreement'.

8. Public Announcement; Litigation Support; Branding

8.1 Public Announcement. Upon mutual agreement, either party may issue a press release or other public announcement regarding the general nature of this Contract.

8.2 Litigation Support. If (i) UTA requests that Contractor provide litigation support or (ii) Contractor receives and responds to a third-party subpoena, deposition notice, claim, or lawsuit or (iii) Contractor receives and responds to a governmental agency's action or request for data or information and any of these scenarios arises out of or is in connection with (a) UTA's operation or use of Services and/or Products provided under this Contract, (b) an accident involving UTA, or (c) other claims involving UTA to which Contractor is not a party, then Contractor may charge UTA and UTA agrees to immediately pay Contractor for all costs incurred to provide such litigation support, including outside legal fees and costs, Contractor staff time and travel (including staff time and costs incurred to provide third parties with access to UTA Data), and other out-of-pocket expenses.

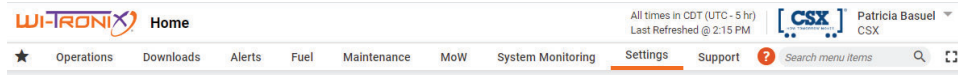
8.3 Branding. Contractor will, upon UTA request, include UTA trademarked logos on the nonpublic webpages used by UTA on the Contractor Website so that the nonpublic pages have

UTA IT SOFTWARE AND ASSOCIATED SERVICES SUPPLY AGREEMENT

the appearance of being co-branded. In exchange for Contractor's inclusion of UTA's logo on the nonpublic webpages, UTA grants Contractor permission to use UTA's logo on the public Contractor Website and in Contractor brochures for the limited purpose of identifying UTA as a Contractor customer. For UTA's trademarked logo to appear on Contractor Website, UTA shall follow the following guidelines:

a. UTA will provide to Contractor in accordance with Contractor specifications the logo that UTA desires to place on UTA's nonpublic webpages on the Contractor Website. Technical specifications for the image file are subject to change at Contractor's sole discretion.

b. Contractor will place the logo on UTA's nonpublic webpages per the diagram below.



c. Contractor may use, display, and publish UTA's logo on a public page or pages on the Contractor Website that identify customers of Contractor and shall use the logo in such a manner so as not to tarnish UTA's trademark.

d. Contractor may use, display, and publish UTA's logo in a Contractor brochure or other handout so as to identify UTA as a customer of Contractor. Prior to the publication of any brochure using UTA's logo, Contractor will provide UTA with a copy of the proposed use.

e. UTA grants to Contractor a limited license to use, display, and publish UTA's logo on UTA's nonpublic webpages, the public Contractor Website, and/or Contractor brochures pursuant to the provisions of this Section.

f. The right to use, display, and publish UTA's logo on the Contractor Website and future printings of Contractor brochures shall terminate in accordance with the term and termination of this Contract.

UTA IT SOFTWARE AND ASSOCIATED SERVICES SUPPLY AGREEMENT

SCHEDULE A

HARDWARE

Contractor is pleased to provide the following Hardware & RMA:

**Hardware pricing expires December 31st 2023, or on absolution of part number(s).*

**Based on the current uncertainty with Tariffs, Contractor reserves the right to requote products and services if significant changes to pricing have occurred due to tariffs.*

Product Group	Part Number	Description	Contract Price
Violet 830	TBD	Locomotive IoT Edge Platform & Streaming Digital Video Recorder (1TB, 2 Wi-Power III, 1 Forward Camera, 1 360/VR Camera, 2 Side Mount Camera, 2 Microphone, 4G LTE, Wi-NAV, Wireless Communication)	\$ 9,270.00
Fuel Kit	TBD	Ultrasonic fuel sensor utilizing Wi-NAV for improved fuel level detection and accuracy – Fuel Auditing & Security	\$ 1295.00
Fuel Display Kit	TBD	2 Side Mount LED Fuel Displays - Fuel Level	\$ 1455.00

Violet 830 is the replacement for the existing Wi-PU 635 which is obsolete.

Additional terms and conditions related to the Hardware are as follows:

1. Out-of-the-Box Failures. In the rare event a confirmed out-of-the-box failure of the Hardware, UTA shall return such Hardware to Contractor, at Contractor's cost, so that Contractor can repair or replace such Hardware at no cost to UTA. Out-of-the-box failed Hardware must immediately be reported to Contractor and UTA shall submit a return material authorization ("RMA") either (i) within the first thirty (30) calendar days after the Hardware is initially received by UTA or (ii) within fifteen (15) calendar days after UTA's receipt of repaired or replaced Hardware. In all other instances, Contractor will send an invoice to the UTA for the replacement Hardware. Contractor may, in its sole and absolute discretion, provide replacement Hardware. Notwithstanding anything herein to the contrary, the terms set forth in this Section 1 do not apply in the event of highly customized and/or 'build-to-order' Hardware for UTA.
2. Recalls. Contractor may, in its sole and absolute discretion, recall the Hardware as described herein. In the event of a recall, the UTA shall submit a RMA within the timeframes outlined in Section 2.3a. herein.
 - a. Recall on Failure. In the event of a failure of the Hardware(s) as determined by Contractor in its sole and absolute discretion, including but not limited to a flaw, recall or manufacturability issue, Contractor will notify UTA and UTA shall immediately return such failing Hardware(s) to Contractor. This recall may not affect all units and has minimal impact on overall reliability of the Hardware. Contractor may provide an extended

UTA IT SOFTWARE AND ASSOCIATED SERVICES SUPPLY AGREEMENT

warranty for the specific component of the Hardware being recalled and any such extended warranty shall be determined by Contractor in its sole and absolute discretion.

- b. Recall. All fielded Hardware affected must be returned to Contractor's repairs department for repairs or modifications. This is the most severe recall level. UTAs will be notified of such a recall and Contractor will develop a plan to campaign all fielded Hardware.
3. Upgrades. Upgrades may be performed on all Hardware regardless of the warranty period. Such upgrades generally do not affect the reliability of the Hardware. Upgrades may be quoted separately.
4. Spares. Contractor will provide UTA with a recommendation related to the amount of spares UTA shall obtain as back-up inventory for the UTA's specific Contractor configuration. Violet DVR spare ratio of 2.00% (2) percent of total equipped fleet and Wi-PU spare ratio of 5.00% (5) percent. UTA is highly encouraged to purchase and stock the recommended spares inventory upon the effective date of the Contract. Contractor shall not be responsible for retaining spare inventory upon replacement needs based on UTA's specific Contractor configuration. In the event a needed part is not available in on-hand inventory and is needed sooner than Contractor's typical lead time (which is currently eight (8) weeks), the UTA has the option to expedite parts for an additional fee, as determined by Contractor in its sole and absolute discretion. Expedited orders are given immediate priority for order processing. In the event UTA requests an expedited order, Contractor shall provide a quote and estimated ship date within one (1) business day after Contractor's receipt of such request.
5. Hardware Repair Process. Contractor is responsible for repairing and returning such Hardware to the UTA. Notwithstanding anything herein to the contrary, in the event the UTA does not follow the process described herein related to repairs and returns, then any return or repair will be denied and may be subject to additional charges, as determined by Contractor in its sole and absolute discretion.
6. Obtaining Return Material Authorization. All returns must be pre-authorized with an RMA number. An RMA number is only an authorization for returning Hardware and it is not an approval for repair or replacement nor a determination of the Hardware's warranty status. Contact Contractor customer support at (888) WITRONIX or RMA@wi-tronix.com to request an RMA number. RMA numbers will be issued on or before the next business day upon a properly received request by Contractor. A properly formatted RMA request must include information such as UTA's corporate information, requestor's contact information, Hardware serial number(s), and reason for return or need for repair. In order to minimize 'No Fault Found' charges, UTA is advised to contact Contractor prior to the removal of the Hardware to confirm the Hardware has failed and request an RMA number.
7. Returning Hardware for Repair. All Hardware must be returned with packaging that protects the Hardware during shipment in accordance with Contractor packaging guidelines. Contractor reserves the right to return unrepaired Hardware, or components thereof, at the UTA's expense if inappropriately packed. Any damage to Hardware incurred due to insufficient packaging will be repaired at the UTA's expense. Hardware being returned should have the RMA number written on the outside of the package and UTA shall also include a packing list. The package should be

UTA IT SOFTWARE AND ASSOCIATED SERVICES SUPPLY AGREEMENT

addressed and sent directly to the Contractor 'Repairs Department' as follows: Contractor Repairs Department, 631 East Boughton Road, Suite 240, Bolingbrook, Illinois 60440.

8. Repairs. Hardware returned for repair will have a typical turnaround time of Twenty (20) business days from Contractor's receipt of such Hardware. Replacement parts will be, in Contractor's sole and absolute discretion, new, rebuilt or non-original manufacturer's parts that perform to the factory specifications of the Hardware. If a part for Hardware is no longer available, Contractor may replace it with a part of equal or higher quality in its sole and absolute discretion.
9. Repair Summary Report. Contractor shall provide a quarterly repair summary report to UTA which includes the results of all RMA returns. The parties shall review the data to identify any recurring failures and determine appropriate corrective actions.
10. Contractor Hardware Warranties. Contractor provides the following warranties related to the Hardware:
 - a. Standard Warranty. Contractor warrants that (a) the Hardware manufactured or supplied by Contractor will be free from material deficiencies of design, material and workmanship and will operate substantially in accordance with Contractor's specifications for a period of the earlier of: (i) one (1) year following the date of installation or (ii) two (2) years following the date of shipment of such Hardware.
 - b. Repair Warranty. Contractor warrants that the repairs it makes to the Hardware will operate substantially in accordance with Contractor's specifications for a period of ninety (90) calendar days after such a repair or the remainder of the Standard Warranty period, whichever is longer. If the Hardware requires repair for the same problem during such period, Contractor will perform the repair at no charge.
 - c. Modification and Installation Service. Contractor warrants that the installation and modification services provided hereunder will be free from material deficiencies in workmanship for a period of sixty (60) calendar days from the date such services are completed.
 - d. Warranty Exclusions. Notwithstanding anything herein to the contrary, the warranties set forth herein related to the Hardware shall not apply in the event of the following: (i) the Hardware deficiency has been found after expiration of the warranty period; (ii) the warranty has been voided by removal or alteration of the Hardware or part identification labels on the Hardware; (iii) the Hardware has been misused, abused, or subjected to unauthorized disassembly/modification by UTA and/or any unauthorized third party; (iv) the Hardware has been placed in an unsuitable physical or operating environment; (v) the Hardware has been improperly maintained by the UTA; (vi) the Hardware fails for any other reason not directly attributable to a deficiency in Contractor's design, material and/or workmanship, as determined by Contractor based on a reasonable and objective analysis of all factors affecting the failure; (vii) the Hardware is damaged due to welding, insulation resistance testing (meggering), exposure to high voltages, and/or exposure to liquids or chemical cleaners by UTA and/or its Representatives; (viii) the Hardware is damaged beyond repair due to natural causes including without limitation a lightning strike, flood or earthquake; and/or (ix) the wireless accounts/services, when provided by UTA and the

UTA IT SOFTWARE AND ASSOCIATED SERVICES SUPPLY AGREEMENT

account is not provisioned correctly, is not activated, is deactivated, or there is an outage or unavailability of wireless services.

11. Title and Risk of Loss. Title to and risk of loss of all Hardware furnished hereunder shall pass to UTA upon making delivery of the Hardware to carrier at Wi-Tronix plant. Material shall be shipped by a reasonable method in suitable packages, the nature of which shall be determined by Contractor.

12. Remedies. In the event that the Hardware does not meet the specifications provided by Contractor, Contractor will use commercially reasonable efforts to repair or replace such defective Hardware in accordance with the terms set forth herein. In the event Contractor is unable to repair or replace such defective Hardware, Contractor shall refund to UTA any fees paid to Contractor in connection with the non-conformed Hardware. UTA shall cooperate in providing access or return of the Hardware, data and technical assistance (if available) as required to develop and schedule repairs and related testing of modification or repairs, if necessary, to assist Contractor in its correction of the defects or deficiencies in the Hardware.

13. Repair Service Charges. Repair service charges will apply for Products: (i) after the warranty period; (ii) returned without a pre-authorized RMA number; (iii) Products damaged due to improper return packaging; and/or (iv) identified as no fault found (“NFF”) upon Contractor’s receipt and testing of such Product by Contractor.

14. Returns Received Without a Pre-authorized RMA Number Charges. In the event a Product is received by Contractor without valid pre-authorized return material authorization (“RMA”) number, then UTA shall pay Contractor a fee in the amount of Two Hundred Dollars (\$200.00) for each such occurrence (“RMA Charge”). This fee will be assessed in addition to any other charges associated with the returned Product.

15. No Fault Found Charge. In addition to the RMA Charge as set forth above, the minimum troubleshooting/repair charge of \$200.00 for Wi-PU and \$500.00 for Violet DVR will be applied for any returns received and subsequently identified as NFF upon receipt and testing by Contractor (“NFF Charge”). This fee will be assessed in addition to any other charges associated with the returned Product.

16. Repair Fee Schedule. Repair costs shall be determined on a case-by-case basis upon following Contractor’s initial assessment of the Product and/or damage. Contractor shall notify UTA in advance and receive a notice to proceed from UTA with the related repair charges for the following troubleshooting and/or deficiencies. The initial troubleshooting

UTA IT SOFTWARE AND ASSOCIATED SERVICES SUPPLY AGREEMENT

charge starts at \$200.00 for Wi-PU and \$500.00 for Violet.

Wi-PU Defects	Repair Cost
NO RMA	\$ 200.00
No Fault Found (NFF)	\$ 200.00
Real-Time clock Battery, Ground Strap, Mounting pad	\$ 195.00
Level I	
Software updates/Software corruption	\$ 485.00
Enclosures and Connectors	\$ 485.00
DRAM, Flash, or WLAN	\$ 485.00
Level II	
Power Supply	\$ 1065.00
Modem	\$ 985.00
Flexcom	\$ 985.00
Level III	
SBC (Single Board Computer)	\$ 1205.00

Damage incurred during shipment due to improperly packaged returns will be charged according to the above schedule as well.

Violet/Violet-DVR Defects	Repair Cost
Minimum Diagnostic/ Repair Charge	\$500.00
Covers NFF, trouble shooting, Software Corruption, lock replacement	
Level I	
V-Power III POE - Intelligent Power, POW Ethernet PC104-J-Systems Switch, PCIe/104 to Quad Mini-PCIe Adapter, Replace Damaged Heatsink Sideplate (Purple fins)	\$1,000.00
Level II	
Enclosure	\$1,600.00
Level III	
N/A	

UTA IT SOFTWARE AND ASSOCIATED SERVICES SUPPLY AGREEMENT

Level IV	\$4,500.00
SBC Card	

Damage incurred during shipment due to improperly packaged returns will be charged according to the above schedule as well.

Charges, Fees and Pricing Changes

Charges and Fees identified in Sections 13, 14, 15, and 16 shall be fixed for the life of this Contract with the exception of an annual increase based on the current PPI as described in Paragraph 6 below.

6. *Charges, Fee and Pricing Escalation

Charges and Fees identified in Sections 13, 14, 15, and 16 will be increased based on the producer price index (“PPI”) percent change relative to a Base PPI. No downward adjustments will be made. The Schedule set forth on Table I below utilizes the unadjusted annualized PPI for Software Maintenance, Technical Support, and Other Services Related to Software Publishing calculated in December of the appropriate year. The PPI is the published index for US Producer Price Index “Software Maintenance, Technical Support, and Other Services Related to Software Publishing” (1997=100, Series I.D. PCU511210511210504 at www.bls.gov). The annualized PPI is utilized and is subject to revision four months after original publication.

Effective Date		Fee, Charge or Price
Contract Start	Dec. 31, 2021	<i>Base Price (Fee or Charge)</i>
Jan. 1, 2023	Dec. 31, 2023	$(2022 \text{ Price}) * \left(1 + \left(\frac{(PPI \text{ for } 2022 - 2021 \text{ PPI})}{2021 \text{ PPI}}\right)\right)$
Jan. 1, 2024	Dec. 31, 2024	$(2023 \text{ Price}) * \left(1 + \left(\frac{(PPI \text{ for } 2023 - 2022 \text{ PPI})}{2022 \text{ PPI}}\right)\right)$
Jan. 1, 2025	Dec. 31, 2025	$(2024 \text{ Price}) * \left(1 + \left(\frac{(PPI \text{ for } 2024 - 2023 \text{ PPI})}{2023 \text{ PPI}}\right)\right)$
Jan. 1, 2026	Dec. 31, 2026	$(2025 \text{ Price}) * \left(1 + \left(\frac{(PPI \text{ for } 2025 - 2024 \text{ PPI})}{2024 \text{ PPI}}\right)\right)$
Jan. 1, 2027	Dec. 31, 2027	$(2026 \text{ Price}) * \left(1 + \left(\frac{(PPI \text{ for } 2026 - 2025 \text{ PPI})}{2025 \text{ PPI}}\right)\right)$
Jan. 1, 2028	Dec. 31, 2028	$(2027 \text{ Price}) * \left(1 + \left(\frac{(PPI \text{ for } 2027 - 2026 \text{ PPI})}{2026 \text{ PPI}}\right)\right)$

For subsequent years the calculations herein will extend and continue in the same manner as defined above.

Table 1 - Escalation Schedule

UTA IT SOFTWARE AND ASSOCIATED SERVICES SUPPLY AGREEMENT
SCHEDULE B
SERVICES

Contractor shall provide the following Services, which may be updated from time to time by the parties in writing or via email.

1. Engineering Services

The following Engineering Services shall be provided by Contractor after receiving a UTA provided asset roster, survey and asset schematics. For a locomotive, the survey typically requires event recorder (“ER”) downloads from each ER model to which Contractor will be interfacing along with EM2000 software for each UTA asset configuration. UTA orders cannot be processed without a completed survey for each locomotive model, locomotive schematics and fuel tank strapping tables for any assets not previously implemented by Contractor.

- a. final system diagram(s)
- b. fuel tank strapping tables (if required and not available from UTA)
- c. Installation kit definition
- d. Installation Instructions

Note that UTAs can request Contractor ‘Field Service’ team perform model surveys. For details and pricing, please contact Contractor Sales.

UTA may from time to time identify new systems or applications it wants to connect to the Contractor onboard hardware. The parties will mutually agree on the timeline to deliver additional subsystem integration as part of the Feature Update Process in Section 5.a below. UTA will assist with obtaining the needed information and cooperation from the third-party in question to facilitate the development and integration efforts. This may include lab equipment, as needed, for ongoing integration and validation through the product life cycle as a supported device. Where applicable, Contractor developed APIs will be provided and utilized as the standard interface for 3rd party integrations.

2. Installation Services

UTA may select Contractor quoted Installation Services. For Contractor provided installations Contractor and the UTA shall mutually agree to the schedule and location(s) of installs. UTA commits to make locomotives available to meet the agreed schedule.

3. Training Services

The following Training Services shall be provided by Contractor:

- a. Contractor provides specific training for the following user roles:
 - UTA’s user administrator
 - UTA’s geofence administrator
 - Security DVR-ER: Highest security level for video access
 - Violet View Share Administrator

UTA IT SOFTWARE AND ASSOCIATED SERVICES SUPPLY AGREEMENT

- b. Webinars - Contractor conducts regularly scheduled online webinars and webinars are generally held monthly, but quarterly at a minimum, to provide general training to Contractor system users, to demonstrate a system functionality, and/or to provide a system feature specific training. Contractor invites system users from its entire customer base to participate. Contractor adjusts the content of the webinar based on the needs of the customers.

Previous Contractor Webinars are generally available on the Contractor web portal.

- c. Upon UTA request Contractor shall propose customized training as required. Customized training shall be quoted separately.

4. Maintenance Support Services

Service and Support

The following section details Contractor service and support. Our Basic+ support is an entry level tier provided to all Contractor customers. Basic+ support is defined in the following sections of this document. The cost of this support is included as part of the Subscription Fee and Hosting Fee.

4.1 Phone and Email Support

Basic+ provides 24/7/365 service through a toll-free support helpline and support email. Support activities include technical troubleshooting, phone and email installation support for Contractor products, and website user help. Ticket numbers are issued for all support events.

Contractor provides a toll-free helpline to handle time-sensitive support inquiries. This help line is staffed by Contractor Technical Support representatives.

4.1.1 Phone Support and Response Time Service Level

In the event that a call is not immediately answered, Contractor will provide an initial call back to any urgent voicemail message within four (4) hours when appropriate contact information is included in the message.

24/7/365 Technical Support Helpline

Direct: (630) 343-9929

Toll Free: (888) CONTRACTOR (948-7664) Ext. 1 (USA and Canada)

4.2 Email Support and Response Time

Technical support is also available via email for issues that are not time sensitive. Inquiries sent to support@wi-tronix.com are automatically routed to the Contractor

UTA IT SOFTWARE AND ASSOCIATED SERVICES SUPPLY AGREEMENT

Technical Support staff for review and follow-up.

Email response SLA:

Contractor provides an initial response within four (4) hours during core Customer Support business hours, Monday 7AM thru Friday 5PM US Central Time.

Contractor provides an initial response within eight (8) hours during non-core hours and Contractor holidays. Non-core hours are Friday 5PM thru Monday 7AM US Central Time.

4.3 Technical Support Service

In addition to direct phone and email support as outlined above, Contractor employs a multi-tiered technical support team which is on call 24/7/365. The support team also reports problems to the UTA Project team and designated UTA contacts. This support team is automatically activated when problems are autonomously detected.

The support team includes a combination of Technical Support representatives, Information Technology specialists, and software engineers to enable rapid investigation and resolution of detected problems.

This support team remains actively engaged in troubleshooting until the problem is mitigated and resolved. If the problem is due to a non-Contractor system or provider, the team has 24/7/365 support numbers for Contractor system interfaces and will engage third party providers as necessary. This includes cellular provider outages detected by Contractor, UTA data links for VPN connections, or even UTA data exchange systems.

4.4 Technical Support Service – Onboard Third Party Subsystems

Basic+ support includes technical support for confirming proper connectivity of Contractor supported and interfaced onboard systems (DVR systems, ER, fuel, Vehicle Control System, engine controller, and Distributed Power). Contractor will provide telephone and email technical support for connected onboard systems. Contractor supports specific known field issues (for example, a mechanical department person calls the Technical Support line and needs assistance with linking the Contractor Hardware to a previously installed third party subsystem).

4.5 Customer Self-Service Support Tools

Contractor provides customers the following tools to facilitate self-service monitoring of installed Contractor systems.

UTA IT SOFTWARE AND ASSOCIATED SERVICES SUPPLY AGREEMENT

4.5.1 Contractor Out-of-Contact Monitoring

Contractor out-of-contact monitoring continuously monitors system availability and health. UTA authorized users may monitor this data through the Contractor website. Contractor equipment that is out of contact for more than thirty (30) minutes is reported on the Contractor website as shown in Figure 1 below. Equipment placed out of service by UTA due to storage or maintenance can also be tracked on this page (requires Automated Out of Service data from UTA per the *Wi-Tronix Asset Status Integration Specification*).

Select Fleet: KCSM*(2 Wi-Tron		Last Refreshed @ 10:09 AM														
Out of Contact Info										Out of Contact Statistics						
Asset	S/N	Location	MP	Status	Next Maint Date	Last Contact @	Period	CRs	Assets	90 days	30 days	14 days	7 days	1 day	8 hrs	2 hrs
KCSM 4756	03803	Matehuala, SL	-			3/28 7:50 AM	139.0 min	-	11	0 (0.0%)	0 (0.0%)	0 (0.0%)	0 (0.0%)	0 (0.0%)	0 (0.0%)	1 (9.1%)
Out of Service Info																
There are no assets that are out of service.																

Figure 1 - System Availability - Out of Contact Summary

4.5.2 Contractor System Health Monitoring

UTA authorized users may monitor overall Contractor system as well as third-party subsystem health on an asset utilizing the Monitoring System Health page as shown in Figure 2 below. Email alerts can be setup to notify users of these failures in these systems. Monitoring system health information is available to UTA authorized users in an automated electronic format via web services (see Contractor Asset Health Web Service Specification).

Select Fleet: KCSM*(2 Wi-Tron		Select System: All Systems		3 of 11 (27.3%)		Last Refreshed @ 10:11 AM		Export to											
Asset	Time	Location	MP	Status	Overall Health	Last Change	Wi-PU Comm	GPS	Event Recorder Comm	Fuel Sensor	LDVR	Control System Comm	TMU	AESS	WHM	APU	DP	CRs	Notes
KCSM 4097	3/28 10:10 AM	Indaparapeo, MI	-		Attention	3/27 9:10 AM	OK	OK	OK	OK	OK	OK	N/A	N/A	N/A	N/A	OK	26695	Edit
KCSM 4526	3/28 10:05 AM	San Luis de la Paz, GT	-		Limited	3/28 7:01 AM	OK	OK	Failed	OK	Failed	OK	N/A	N/A	N/A	N/A	OK	-	Edit
KCSM 4550	3/28 10:10 AM	Saltillo, CO	-		Limited	3/5 1:27 PM	OK	OK	OK	OK	Failed	OK	N/A	N/A	N/A	N/A	OK	25901	Edit

Figure 2 - Monitoring System Health

4.5.3 Device and Software Configuration Tracking

Contractor device and software configuration management tools provide authorized UTA users with an easily accessible, real-time, fleet-wide configuration summary of the onboard configuration of not only the Contractor system but also connected subsystems. These reports include both current configuration information as well as complete history since the Contractor system was installed. Examples of these reports are shown in Figure 3 and Figure 4 below.

UTA IT SOFTWARE AND ASSOCIATED SERVICES SUPPLY AGREEMENT

Select Fleet: **KCSM*(2 Wi-Tronix)** Select Device: **Wi-PU** Export to

Software Release: **010.000.001.013** Emergency Idle Alert Time(minutes): **30**

Asset	Manufacturer	Model	P/N	Revision	S/N	Custom	Start Date	Notes
KCSM 2084	Wi-Tronix	635-C I GNS-KCSM (4-Port Iso, PCM-3353, Wi-Power II,	10002417	010.000.001.013	04890		02/23/2012	Edit Notes
KCSM 3806	Wi-Tronix	635-C I GNS-KCSM (4-Port Iso, PCM-3353, Wi-Power II,	10002417	010.001.000.017	04889		03/23/2012	Edit Notes
KCSM 3826	Wi-Tronix	635-C I GNS-KCSM (4-Port Iso, PCM-3353, Wi-Power II,	10002417	010.001.000.017	04882		03/23/2012	Edit Notes
KCSM 4096	Wi-Tronix	635-C I GNS-KCSM (4-Port Iso, PCM-3353, Wi-Power II,	10002417	010.001.000.017	04886		03/23/2012	Edit Notes
KCSM 4097	Wi-Tronix	635-C I GNS-KCSM (4-Port Iso, PCM-3353, Wi-Power II,	10002417	010.001.000.017	04887		03/23/2012	Edit Notes
KCSM 4526	Wi-Tronix	635-C I GNS-KCSM (4-Port Iso, PCM-3353, Wi-Power II,	10002417	010.001.000.017	04884		03/23/2012	Edit Notes
KCSM 4550	Wi-Tronix	635-C I GNS-KCSM (4-Port Iso, PCM-3353, Wi-Power II,	10002417	010.000.001.013	04883		02/23/2012	Edit Notes
KCSM 4711	Wi-Tronix	635-C I GNS-KCSM (4-Port Iso, PCM-3353, Wi-Power II,	10002417	010.000.001.013	04885		02/23/2012	Edit Notes
KCSM 4712	Wi-Tronix	635-C I GNS-KCSM (4-Port Iso, PCM-3353, Wi-Power II,	10002417	010.000.001.013	04888		02/23/2012	Edit Notes
KCSM 4756	Wi-Tronix	635-C I GNS-KCSM (4-Port Isolated, PCM-3353, Wi-Power	10002255	010.000.001.013	03803		03/12/2012	Edit Notes
KCSM 4757	Wi-Tronix	635-C I GNS-KCSM (4-Port Isolated, PCM-3353, Wi-Power	10002255	010.000.001.013	03802		03/12/2012	Edit Notes

Figure 3 – Fleet Device Configuration Reports

Select Fleet: **KCSM*(2 Wi-Tronix)** Select Asset: **KCSM 4097** Select Device: **ALL** Export to [Open Remote Desktop](#)

Fuel Sensor Offset: **2.5/8"** Idle Alert Time(minutes): **90** Commission Date: **12/11/2011**

Software Release: **010.001.000.017** Emergency

Device	Manufacturer	Model	P/N	Revision	S/N	Custom	Start Date	End Date	Notes
GeoFence DLL	Wi-Tronix	GeoFence Data File	-	001.009.037.000	-		3/26/12 10:42 AM		Edit Notes Delete
Wi-PU	Wi-Tronix	635-C I GNS-KCSM (4-Port Iso, PCM-3353, Wi-Power II,	10002417	010.001.000.017	04887		3/23/12 2:39 PM		Edit Notes Delete End
Wi-Nav	Wi-Tronix	Wi-Nav	10002019	04.00.03	ASM011MA000110	-Y,-Z+X.	3/15/12 5:34 PM		Edit Notes Delete
Engine #1 ECM #2 Calibration	Detroit Diesel	406	-	16R70T2D	-		3/15/12 9:26 AM		Edit Notes Delete
Engine #1 ECM #2	Detroit Diesel	-	40177761	-	-		1/5/12 8:18 PM		Edit Notes Delete
Engine #1 ECM #1 Calibration	Detroit Diesel	406	-	16S70T2D	-		1/5/12 8:18 PM		Edit Notes Delete
Engine #1 ECM #1	Detroit Diesel	-	40177761	-	-		1/5/12 8:18 PM		Edit Notes Delete
Vehicle Control System	EMD	EM2000	10960	23.09.05	-		12/29/11 1:54 AM		Edit Notes Delete
Fuel Level Sensor	Wi-Tronix	Ultra-Sonic	10000105	1317150*1316082	11060003A1		12/11/11 5:56 PM		Edit Notes Delete
DVR Hard Drive	FUJITSU	MHW2060AT	-	-	K003T7725W28		12/11/11 5:45 PM		Edit Notes Delete
DVR	Wabtec	LDVR	15492	4.5.3.R12	KBAAW9260		12/11/11 5:45 PM		Edit Notes Delete
Wi-PU GSM Modem	Wi-Tronix	Wi-PU Modem	-	-	012373000006400		12/10/11 3:17 AM		Edit Notes Delete
Event Recorder	EMD	FIRE	-	03.13.01	-		12/9/11 9:34 PM		Edit Notes Delete
GeoFence DLL	Wi-Tronix	GeoFence Data File	-	001.009.036.000	-		3/18/12 11:37 PM	3/26/12 10:42 AM	Edit Notes Delete
Wi-PU	Wi-Tronix	635-C I GNS-KCSM (4-Port Iso, PCM-3353, Wi-Power II,	10002417	010.001.000.016	04887		3/22/12 8:21 AM	3/23/12 2:39 PM	Edit Notes Delete
Wi-PU	Wi-Tronix	635-C I GNS-KCSM (4-Port Iso, PCM-3353, Wi-Power II,	10002417	010.001.000.015	04887		3/21/12 9:59 AM	3/22/12 8:21 AM	Edit Notes Delete
Wi-PU	Wi-Tronix	635-C I GNS-KCSM (4-Port Iso, PCM-3353, Wi-Power II,	10002417	010.001.000.013	04887		3/15/12 5:37 PM	3/21/12 9:59 AM	Edit Notes Delete
GeoFence DLL	Wi-Tronix	GeoFence Data File	-	001.009.035.000	-		3/10/12 10:47 AM	3/18/12 11:37 PM	Edit Notes Delete
Wi-PU	Wi-Tronix	635-C I GNS-KCSM (4-Port Iso, PCM-3353, Wi-Power II,	10002417	010.001.000.006	04887		3/7/12 1:20 PM	3/15/12 5:37 PM	Edit Notes Delete
Wi-Nav	Wi-Tronix	Wi-Nav	10002019	04.00.01	ASM011MA000110	-Y,-Z+X.	3/7/12 1:25 PM	3/15/12 5:34 PM	Edit Notes Delete

Figure 4 – Asset Device Configuration History Report

4.5.4 Commissioning

The purpose of (re)commissioning is to ensure that the Contractor system is installed correctly and that communication and basic functionality with all connected systems is operational.

5. Hosting Services Software as a Service (SaaS).

UTA IT SOFTWARE AND ASSOCIATED SERVICES SUPPLY AGREEMENT
SaaS shall include the Feature Modules as defined in Exhibit 1 to this Schedule.

Reference Documents

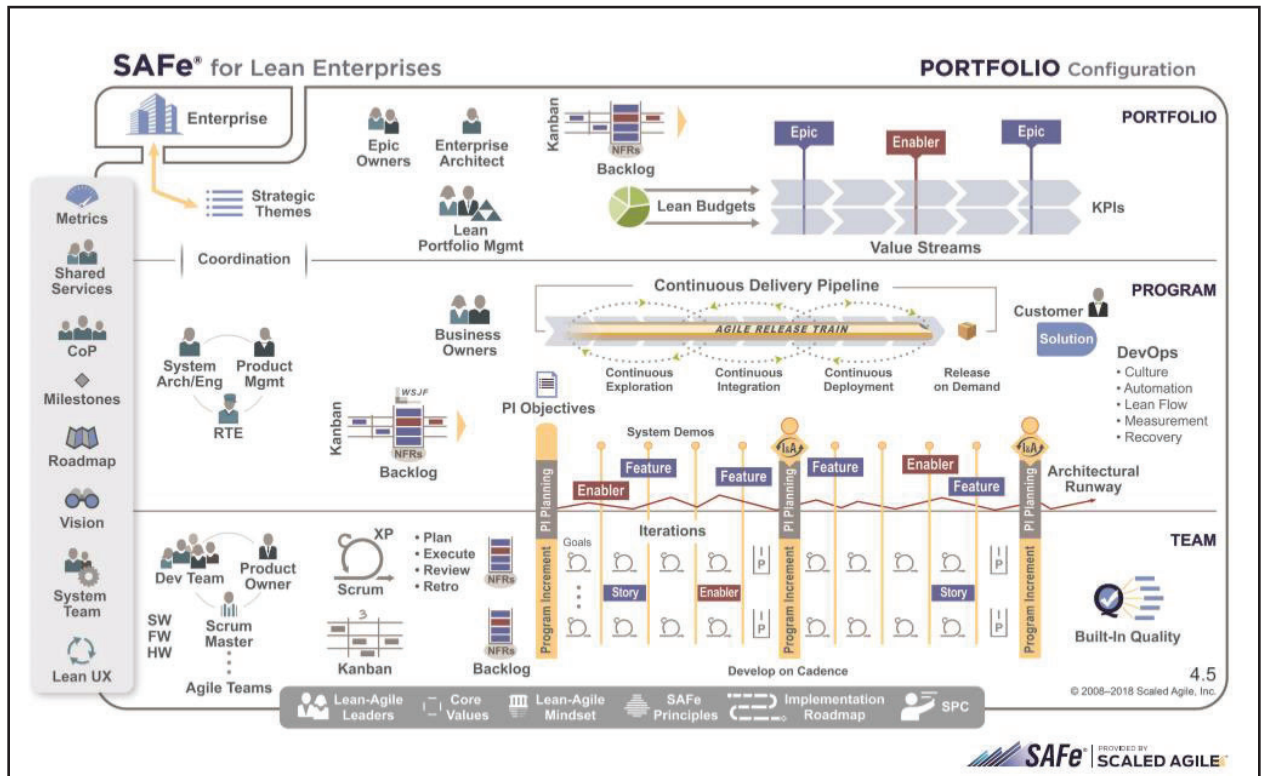
Document	Revision Date	
<i>Integrating Customer Credentials into Wi-Tronix using Single Sign On</i>	Version 1.0 Apr 29, 2013	A
<i>Wi-Tronix Train Integration Specification</i>	Version 5.4 Oct 03, 2019	O
<i>Wi-Tronix Train Integration - Customer Testing Expectation</i>	Version 1.0 Sep 7, 2013	
<i>Wi-Tronix Asset Status Integration Specification</i>	Version 2.2 Mar 31, 2015	
<i>Wi-Tronix Locomotive Position Web Service Specification</i>	Version 1.20 Nov 8, 2019	
<u><i>Wi-Tronix Asset Status (Out of Service)</i></u>	Version 1.0 Aug 26, 2019	
<i>Wi-Tronix Asset Health Web Service Specification</i>	Version 0.2 Oct 27, 2014	
<i>Wi-Tronix VTOM Web Service Specification VOM Only</i>	Version 1.0 Jul 6, 2016	
<i>SSO Customer Onboarding</i>	Version 1.1 May 8, 2018	
<i>Wi-Tronix System Fault Event</i>	Version 1.0 Jan 26, 2021	
<i>Wi-Tronix Refuel Events</i>	Version 1.0 Apr 12, 2021	
<i>Wi-Tronix Fleets</i>	Version 1.0 Jun 2021	
<i>Wi-Tronix Devices</i>	Version 1.0 Jun 2021	

a. SaaS Features Update Process

Contractor develops and maintains SaaS solutions using Scaled Agile Framework (SAFe). A cornerstone of our process, SAFe principles leverage Lean and Agile methodology at scale across the enterprise to plan, schedule and control the prioritization of releasing updates, features and enhancements. The primary reason we

UTA IT SOFTWARE AND ASSOCIATED SERVICES SUPPLY AGREEMENT

adopted this methodology is to achieve higher levels of productivity and quality within our organization as well as to increase engagement with our customers.



i. Update Request Process

Our process supports a commitment to improvement, and engages UTA as a central part of the solution. UTA Success Managers will coordinate with UTA to involve key individuals in reviewing demonstrations of system updates and new features as they are developed. UTA can provide insights on products and features as they become available.

Our request process engages with all Contractor customers to prioritize updates, features and enhancements which would serve the broadest customer base. Where there is urgency for delivery of a unique feature set, Contractor will provide a quote.

ii. Update Road Map

To manage development and release cycles, we utilize a product roadmap which depicts major updates and enhancements forecasted for development that would serve the broadest Contractor customer base. The roadmap is intended to provide communication to customers of forecasted functionality. Based on customer feedback, it is iteratively updated at least quarterly to ensure planned development

UTA IT SOFTWARE AND ASSOCIATED SERVICES SUPPLY AGREEMENT

is aligned with the business needs of our customers.

iii. Release Planning

1) Release Schedule

We employ a ten (10) to twelve (12) week development lifecycle enabling four (4) to five (5) major releases of features and updates across the solution. All Releases will be backwards compatible to the greatest extent possible.

However,

Contractor does not guarantee that it will support any particular technology or functionality indefinitely. Contractor reserves the right to change functionality and implementation methods as technology changes.

2) Periodic Software Requests

During regular meetings (typically bi-weekly) with the Contractor Customer Success Managers, Contractor and the UTA Project Team will review and discuss status of all defects and updates that are currently requested by customers for implementation within the next twelve (12) months.

iv. Release Testing Schedule

The SaaS Release testing schedule will be provided and updated as required to provide UTA with a twelve (12) month look ahead for planning purposes.

1) Acceptance Testing Process

In our current model, Contractor will employ the following release deployment process for the onboard software. Contractor will identify a set of test assets to which released software will be deployed. Contractor will monitor the performance of these units over a period of five (5) to ten (10) business days and then proceed with a gradual rollout across the fleet. While this reflects our current practices, we are migrating to a Continuous Integration Continuous Deployment model to enable deployments of software more frequently (up to daily).

Contractor will remotely deploy released software to Contractor Hardware.

6. SaaS Availability Service Level Agreement (SLA)

SaaS Architecture - The Contractor SaaS solution is built on a virtualized platform and industry leading SAN technologies utilizing relational database architecture. Web, Application, and Database servers are part of the back office. Contractor Hardware such as the Contractor Wi-PU™ or Violet Edge™ resides on UTA's mobile assets.

UTA IT SOFTWARE AND ASSOCIATED SERVICES SUPPLY AGREEMENT

i. System and Data Access

Data is protected using a combination of role-based website controls, SQL, and Active Directory security. Auditing is built into our SaaS system. A log of access to UTA data is available on the Contractor Website solely to authorized individuals. Access to Contractor Website is regulated by role-based access control.

ii. System and Organization Controls

Compliant with SOC 2. Service Organization Controls (SOC) 2 reports are designed to provide comfort over the following principles: Security, Availability, Confidentiality, Processing Integrity, and Privacy (if applicable) of a system. A system is comprised of the infrastructure, software, people, procedures, and data used to complete the services provided.

iii. SaaS Availability Calculation

Quarterly SaaS availability shall be calculated as defined in the formula below:

$$\text{Quarterly Availability} = \frac{(92 \text{ days} * 24 \text{ hours} - \text{outage duration})}{(92 \text{ days} * 24 \text{ hrs})}$$

Contractor overall quarterly SaaS availability goal is 99.9%.

iv. SaaS Outage Duration

If only a portion of the assets in a given fleet are not sampling or a part of the Sampling Application is down, the outage duration is weighted to account for only the percentage of the fleet being unavailable due to the defect per the formula below:

$$\begin{aligned} \text{weighted outage duration} &= \text{outage duration} \\ &* \left(\frac{\text{number of Customer's assets not sampling due to defect}}{\text{total Customer's assets}} \right) \end{aligned}$$

For example, if 100 assets out of 1000 assets were not sampling for 200 minutes due to a defect, then

UTA IT SOFTWARE AND ASSOCIATED SERVICES SUPPLY AGREEMENT

$$\text{weighted outage duration} = 200 \text{ min} * \left(\frac{100}{1000} \right) = 20 \text{ minutes}$$

If outage downtime is less than 20 minutes, it shall not be included in availability calculation.

Contractor will examine any outage greater than or equal to twenty (20) minutes to understand the cause and determine preventative and corrective measures. If the outage was the result of the Services, Contractor will determine how it could have been prevented altogether or corrected more quickly.

v. SaaS Availability Report

SaaS availability will be measured and provided to customers at least quarterly. It is understood that, in the event that the availability metric is not met in a particular calendar quarter, Contractor will have thirty (30) days from the time of notification to remedy the condition.

vi. SaaS Defect Service Level Agreement (SLA)

SEV DEFECT (SEV) means a severe defect, customer reported issue or Contractor detected high priority defect based on risk analysis and definitions in Exhibit 2.

Interim Containment Action means an action taken by Contractor to temporarily resolve a SEV Defect and protect the Customer. The Interim Containment Action is temporary and is typically removed after the Permanent Correct Action is taken.

Permanent Corrective Action means an action taken by Contractor to permanently resolve the root cause of a SEV Defect and remove or change the conditions of the product or process that was responsible for the problem. Addresses root cause of how the problem happened and how it was not detected (if applicable)

Preventative Corrective Action means an action taken by Contractor to prevent future problems. Focus on system improvement to address root cause of how the problem happened and how it was not detected (if applicable).

SEV defect Interim Containment Action SLAs:

- SEV0 an Interim Containment Action identified and implemented within twenty-four (24) hours.
- SEV1 an Interim Containment Action identified and implemented within seventy-two (72) hours.
- SEV2 an Interim Containment Action identified and implemented within thirty business (30) business days.
- SEV3 an Interim Containment Action identified and implemented within ninety business (90) business days.

UTA IT SOFTWARE AND ASSOCIATED SERVICES SUPPLY AGREEMENT

Note: For onboard software these SLAs do not include fleet deployment of onboard software. If an onboard software rollout is required as part of the interim corrective action, it is considered complete when testing is completed.

SEV defect Permanent Corrective and Preventative Action SLAs:

- SEV0, SEV1, and SEV2 a Permanent Corrective Action shall be deployed prior to closure.
- SEV0 and SEV1 a Preventative Corrective Action shall be deployed prior to closure.

1) Defect Resolution Time

If Contractor fails to close out a Defect in the timeframe guaranteed in Exhibit A, Section 3, Defect Reporting, UTA shall receive a service credit applied to the next quarterly invoice as a percentage of the then current quarterly Service Fee for the affected assets, whether some or all, for each day the defect persists beyond the service commitment, per the table below :

SEV Level	Service Commitment	Service Credit Percentage of Quarterly Service Fee	Service Credit Cap Per Incident
0	1 day	1.0%	3.0%
1	72 hours	0.33%	3.0%
2	30 business days	0.25%	3.0%

Service credits shall not accrue for any Defects caused solely by changes made by UTA or UTA 3rd party providers (e.g. configuration changes or firmware updates).

7. SaaS Integrated Services

Initial implementation and configuration of the following integrated Services are included as part of the Contract. For each integration, Contractor will provide a defined specification. If UTA requests to deviate from the Contractor-provided specification in any way, UTA shall request an update per Section **Error! Reference source not found..1** herein.

- i. Single Sign On. Single Sign On (“SSO”) is included in the Services; provided that, the UTA complies with the following:
 - UTA implements SSO using supported data transport method and the SSO specification provided by Contractor titled *Integrating Customer Credentials into Contractor Using Single Sign On*.
 - UTA dedicates resources to support the development of the SSO as needed by Contractor (i.e., requirements definition, feedback and clarification

UTA IT SOFTWARE AND ASSOCIATED SERVICES SUPPLY AGREEMENT

questions during development, UTA-required development, UTA-required testing, etc.).

- UTA provides Contractor with necessary user accounts for testing and validation of the SSO functionality. This includes ability to test in development and production environments as well as ability to change security access for some accounts on request for testing purposes.
- UTA signs the *Contractor Agreement Regarding Single Sign On*.

ii. Business to Business. UTA Business to Business (“B2B”) network integration is included in the Services for UTA to exchange Contractor related data (see reference documents in Section 5) provided that UTA complies with the following requirements:

- UTA implements the B2B network integration using Contractor-supported data transport method and the data integration specification provided by Contractor (currently web services or message queue).
- UTA dedicates resources to support the development as needed by Contractor (i.e., requirements definition, feedback and clarification questions during development, UTA-required development, UTA-required testing, etc.).
- UTA supports redundant ‘Site-to-Site IPsec’ (with pre-shared key) Virtual Private Network (“VPN”) when required for transmission of data between companies.
- One VPN term
- inates at Contractor headquarters data center.
- Second VPN terminates at Contractor Disaster Recovery (“DR”) site.
- UTA supports policy based ‘NATing’ as required.
- UTA supports Contractor use of SLAs for VPN connection monitoring and failover routing.
- UTA supports ping (icmp) monitoring of a local device for overall VPN connectivity and performance monitoring.
- UTA network routing and firewalls are configured to provide connectivity from Wi-Fi connected ‘OBD’ to the Contractor back office via the redundant ‘Site-to-Site IPsec’ VPNs

iii. Website Branding. Website co-branding is included in the Services provided UTA provides a company logo in the requested and standard Contractor website format.

iv. Browser Support. Contractor strives to support the wide variety of browsers used by UTA. Contractor uses technology that is specifically architected to maximize cross-browser compatibility. However, it is not practical to formally validate the

UTA IT SOFTWARE AND ASSOCIATED SERVICES SUPPLY AGREEMENT

dozens of browser variations in use. Contractor release notes include a statement identifying the specific browsers used for formal validation.

- v. UTA Train Information. Integration of customer train information is included in the Services provided that UTA complies with the following:
- UTA utilizes Contractor standard logic and implements interface via web services as defined in Contractor-provided document titled '*Wi-Tronix Train Integration Specification*'.
 - UTA dedicates resources to support the development as needed by Contractor (i.e., requirements definition, feedback and clarification questions during development, UTA-required development, UTA-required testing, etc.)
 - UTA enters/updates all the required station geofences and performs the train integration validation testing per the Contractor document '*Wi-Tronix Train Integration - Customer Testing Expectation*'.
 - UTA provides asset out-of-service information per the Contractor specification '*Wi-Tronix Asset Status Integration Specification*' or other mutually agreed upon format along with the train information data feed.

d. **Additional SaaS Setup Services**

Upon receipt of the following information from the UTA in addition the asset survey information per section 1 above Contractor will complete the SaaS setup of the UTA's monitored assets:

- Train handling rule book and alert thresholds/criteria
- Milepost 'GIS' data
- Identify UTA roles and access levels (only needed if not SSO)

8. Detailed Roles and Responsibilities:

a. UTA Roles and Responsibilities:

- i. UTA shall identify individuals to participate as designated representatives and coordinate with Contractor Project Representatives.
- ii. UTA shall assemble a team designated as "Working Team" who routinely reviews and assesses their needs and coordinates scheduling efforts with Contractor personnel to assure UTA's best interests are met and mutually accepted.

UTA IT SOFTWARE AND ASSOCIATED SERVICES SUPPLY AGREEMENT

- iii. UTA designated representatives, members, or their designees, shall coordinate submittal of UTA enhancement change requests and participate in quarterly business review sessions.
 - iv. UTA shall provide a dedicated IPSEC tunnel between Contractor back office and each UTA server hosting UTA Services which are necessary to support the Features and Services called out in the License and Hosting Agreement and are not otherwise publicly accessible.
 - v. UTA shall provide access to required UTA web services, FTP data and emails necessary to support the Features and Services called out in the License and Hosting Agreement. Contractor is not responsible for information gaps if these systems are not available.
 - vi. UTA shall be responsible for monitoring the health of the onboard Wi-PU's based on the assumption that the Contractor onboard health monitoring component being available and functional.
 - vii. UTA shall be responsible for approving new website account requests, assigning appropriate roles and providing this information to Contractor in support of user account management services (only required if SSO is not implemented).
 - viii. UTA shall provide and update as necessary all appropriate UTA contact information required for notifications as outlined in this document. The following are UTA organizational contacts are to be provided:
 - 1) UTA's Information Technology Help Desk
 - 2) UTA Service Desk
 - 3) UTA's Locomotive Help Desk
 - ix. UTA shall designate select users as beta testers to support acceptance testing activities.
 - x. UTA may provide Contractor system diagrams and installation instructions to third party installers of Contractor systems. These installers and their employers must have current NDAs with UTA.
 - xi. Third party installers of Contractor systems shall be required by the UTA to execute a Contractor Third Party Access agreement prior being given access to UTA data via the Contractor system.
- b. Contractor Roles and Responsibilities:
- i. Contractor shall identify individuals to participate as the Contractor Service Delivery Team and coordinate with UTA designated representatives. UTA may request a change of a Contractor Project Team

UTA IT SOFTWARE AND ASSOCIATED SERVICES SUPPLY AGREEMENT

member. Contractor shall work with UTA to identify any shortcomings in the expertise of its Project Team and take mutually acceptable corrective actions within thirty (30) days.

- ii. Contractor shall assemble a team designated as “Working Team” who will coordinate scheduling efforts with UTA “Working Team” to assure UTA’s best interests are met and mutually accepted.
- iii. Contractor shall provide the UTA designated representatives with all required Contractor tools to allow adequate monitoring and potential troubleshooting of any issues causing data integrity problems.
- iv. Contractor Project Team members, or their designees, shall manage and track change requests and participate in software release working and planning sessions.
- v. Installation, maintenance and upgrades for SaaS.
- vi. Installation, maintenance and upgrades for the Program and any applicable security updates required for the Windows Embedded operating system as deployed.
- vii. A 24/7/365 help desk support.
- viii. Provide, manage and maintain the Contractor hosting environment to meet or exceed the overall back office availability goal.
- ix. Provide notification and coordinate with UTA for planned maintenance that may cause downtime in excess of fifteen (15) minutes for the Program and/or the features and services included as part of the License and Hosting Agreement.

9. Escalation Process

Contractor provides multiple paths available to escalate concerns within project team bi-weekly calls. The following Contractor points of contacts are provided to facilitate escalation or issues identified per the above referenced sections.

Primary Contact: Customer Success Manager

Escalation: Vice President of Customer Experience

Escalation: Chief Operating Officer (COO)

Escalation: President

**UTA IT SOFTWARE AND ASSOCIATED SERVICES SUPPLY AGREEMENT
(SCHEDULE C)**

FEES

Contractor shall bill per schedule listed below. The total Contract value is a not to exceed \$232,649.64. Upon signing of the Contract, UTA shall pay Contractor in accordance with the following Schedule (in US dollars), which may be updated from time to time by the parties in writing or via email:

- 1. Optional Onsite Customer Success Representative Charges**
Contractor provided services can be quoted upon request.
- 2. Installation or Field Support Charges**
Contractor provided onboard system installation services can be quoted upon request.
- 3. Hosting Software as a Service (SaaS) Subscription Fee for the Initial Term of the Contract:**

Contractor shall provide back office and the SaaS, hosting and maintenance along with Monthly Cellular service plan for UTA’s locomotives (See Exhibit 1 to Schedule B for details)

Item	Description	List Price (per Asset/Per Month)
1	Core Package – Base Product Features	\$156.00
2	Wi-Tronix Energy Management (Fuel)	\$30.50
3	Train Integration Package	\$10.00
	TOTAL	\$196.50

Optional

Item	Description	List Price (per Asset/Per Month)
4	Violet DVR Two Camera	\$45.00
5	Mobile Device Detection	\$25.00
6	Second-By-Second Data Streaming & API	\$40.00

5. Charges, Fees and Pricing Changes

Charges, and Subscription Fees are fixed for the term of this Contract with the exception of an annual price adjustment based on current PPI as described in Paragraph 6 below.

6. *Charges, Fee and Pricing Escalation

Except as otherwise stated herein, Charges, Subscription Fees and/or pricing will be increased based on the producer price index (“PPI”) percent change relative to a Base PPI. No downward

UTA IT SOFTWARE AND ASSOCIATED SERVICES SUPPLY AGREEMENT

adjustments will be made. The Schedule set forth on Table I utilizes the unadjusted annualized PPI for Software Maintenance, Technical Support, and Other Services Related to Software Publishing calculated in December of the appropriate year. The PPI is the published index for US Producer Price Index “Software Maintenance, Technical Support, and Other Services Related to Software Publishing” (1997=100, Series I.D. PCU511210511210504 at www.bls.gov). The annualized PPI is utilized and is subject to revision four months after original publication.

Effective Date		Fee, Charge or Price
Contract Start	Dec. 31, 2021	<i>Base Price (Fee or Charge)</i>
Jan. 1, 2023	Dec. 31, 2023	$(2022 \text{ Price}) * \left(1 + \left(\frac{(PPI \text{ for } 2021 - 2020 \text{ PPI})}{2020 \text{ PPI}}\right)\right)$
Jan. 1, 2024	Dec. 31, 2024	$(2023 \text{ Price}) * \left(1 + \left(\frac{(PPI \text{ for } 2022 - 2021 \text{ PPI})}{2021 \text{ PPI}}\right)\right)$
Jan. 1, 2025	Dec. 31, 2025	$(2024 \text{ Price}) * \left(1 + \left(\frac{(PPI \text{ for } 2023 - 2022 \text{ PPI})}{2022 \text{ PPI}}\right)\right)$
Jan. 1, 2026	Dec. 31, 2026	$(2025 \text{ Price}) * \left(1 + \left(\frac{(PPI \text{ for } 2024 - 2023 \text{ PPI})}{2023 \text{ PPI}}\right)\right)$
Jan. 1, 2027	Dec. 31, 2027	$(2026 \text{ Price}) * \left(1 + \left(\frac{(PPI \text{ for } 2025 - 2024 \text{ PPI})}{2024 \text{ PPI}}\right)\right)$
Jan. 1, 2028	Dec. 31, 2028	$(2027 \text{ Price}) * \left(1 + \left(\frac{(PPI \text{ for } 2026 - 2025 \text{ PPI})}{2025 \text{ PPI}}\right)\right)$

For subsequent years the calculations herein will extend and continue in the same manner as defined above.

Annual rate is broken down based on 18 assets installed on 18 Front Runner Locomotives. The annual totals below are not to exceed the amounts:

2023 = \$43,820.64 (ie; \$2,434.48 x 18= 43,820.64)

2024 = \$45,135.18 (ie; \$2,507.51 x 18= 45,135.18)

2025 = \$46,489.32 (ie; \$2,582.74 x 18= 46,489.32)

2026 = \$47,883.96 (ie; \$2,660.22 x 18= 47,883.96)

2027 = \$49,320.54 (ie; \$2,740.03 x 18= 49,320.54)

Total value for hardware, software and subscription services through 2027 will not to exceed contract value \$232,649.64. *NTE are subject to PPI adjustment as shown as in Table 1.

Table 1 - Escalation Schedule