



UTA CONTRACT # 22-03713

FrontRunner WiFi

THIS GOODS AND NON-PROFESSIONAL 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 BOLDYN NETWORKS TRANSIT US, LLC, (the "Contractor").

RECITALS

WHEREAS, on May 18, 2023, UTA received competitive proposals to provide FRONTRUNNER WIFI SYSTEM UPGRADE AND SUPPORT and (as applicable) all associated hardware, software, tools, installation services, commissioning and testing services, training and documentation (the "Goods and Services") according to the terms, conditions and specifications prepared by UTA 23-03713 (the "RFP"); and

WHEREAS, UTA wishes to procure the Goods and Services according to the terms, conditions and specifications listed in the RFP (as subsequently amended through negotiation by the parties); and

WHEREAS, the RESPONSE TO UTA FRONTRUNNER WIFI SYSTEM UPGRADE AND SUPPORT RFP 23-03713 DATED MAY 18TH, 2023 proposal submitted by the Contractor in response to the RFP ("Contractor's Proposal") was deemed to be the most advantageous to UTA; and

WHEREAS, Contractor is willing to furnish the Goods 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. **GOOD AND SERVICES TO BE PROVIDED BY CONTRACTOR**

Contractor hereby agrees to furnish and deliver the Goods and/or Services in accordance with the Contract as described in Exhibit A (Statement of Work or Services) (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 Goods and Services (made via purchase order or other agreed order method) during the [REDACTED]. The Contract may be further extended if the Contractor and UTA mutually agree to an extension evidenced in writing. The rights and obligations of UTA and Contractor under the Contract shall at all times be subject to and conditioned upon the provisions of the Contract.

3. **COMPENSATION AND FEES**

UTA shall pay Contractor in accordance with the payment milestones or other terms described in Exhibit B. If Exhibit B does not specify any milestones or other payment provisions, then payment shall be invoiced after the Goods have been delivered and the Services have been performed. 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. The terms and conditions of this Contract (including any exhibits and attachments hereto).
 - 2. Contractor's Proposal including, without limitation, all federal certifications (as applicable);
 - 3. UTA's RFP including, without limitation, all attached or incorporated terms, conditions, federal clauses (as applicable), drawings, plans, specifications and standards and other descriptions of the Goods and Services;
- 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) constitute the complete contract between the parties.

5. **ORDER OF PRECEDENCE**

The Order of Precedence for this contract is as follows:

- 1. UTA Contract including all attachments
- 2. UTA Terms and Conditions
- 3. UTA Solicitation Terms
- 4. Contractor's Bid or Proposal including proposed terms or conditions

Any Contractor proposed term or condition which is in conflict with a UTA contract or solicitation term or condition will be deemed null and void.

6. **LAWS AND REGULATIONS**

Contractor and any and all Goods 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.

7. **INSPECTION, DELIVERY AND TRANSFER OF TITLE**

- a. Upon UTA's request and reasonable prior notice to Contractor, UTA's representative shall be provided access to Contractor's facilities to obtain information on production progress and to make inspections during the onsite manufacturing or assembly process. Contractor will make reasonable efforts to obtain for UTA, upon reasonable prior notice, access to subcontractor facilities for the purposes described above. If the specifications include pre-shipment inspection requirements, Goods shall not be shipped until UTA or its designee has inspected the Goods, and authorized Contractor to proceed with the shipment.
- b. Delivery of the Goods is a substantial and material consideration under the Contract. Unless otherwise specifically set forth in the pricing schedule: (i) Contractor shall be solely responsible for the delivery of the Goods FOB to the delivery point specified in the Contract (or otherwise designated by UTA) and all costs related thereto are included in the pricing; and (ii) Contractor shall retain all liabilities and risk of loss with respect to the Goods until the Goods are delivered to, and accepted by, UTA.
- c. After delivery, the Goods shall be subject to inspection, testing and acceptance by UTA, including any testing or commissioning process described in the specifications. UTA shall have the right to reject any Goods or Services that are defective or do not conform to the specifications or other Contract requirements. Goods or Services rejected shall be replaced, repaired or re-performed so as to conform to the Contract (and to UTA's reasonable satisfaction). If Contractor is unable or refuses to correct such Goods within a time deemed reasonable by UTA, then UTA may cancel the order in whole or in part. Any inspection and testing performed by UTA shall be solely for the benefit of UTA. Neither UTA's inspection of the production processes, production progress and/or Goods or Services (nor its failure to inspect) shall relieve Contractor of its obligations to fulfill the requirements of the Contract, or be construed as acceptance by UTA. Notwithstanding the foregoing, Goods or Services not rejected or accepted within 15 days of delivery shall be deemed accepted by UTA.
- d. Title to all Goods will pass to UTA upon delivery to UTA. Contractor warrants that Goods shall be free and clear of liens, claims, security interests or encumbrances in favor of Contractor or any subcontractors, material suppliers, or other persons or entities making a claim by reason of having provided equipment, materials, and labor related to the equipment and/or work for which payment is being requested.

8. **INVOICING PROCEDURES**

- a. Contractor shall invoice UTA after achievement of contractual milestones or delivery of all Goods and satisfactory performance of all Services or in accordance with Exhibit 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
 - vi. Total Dollar Amount Due
- b. UTA shall have the right to disapprove (and withhold from payment) specific line items of each invoice to address non-conforming Goods or Services. Approval by UTA shall not be unreasonably withheld or delayed. UTA shall also have the right to offset (against payments) amounts reasonably reflecting the value of any mutually agreed or finally determined 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 to ap@rideuta.com. Invoices not submitted electronically will be paid thirty (30) calendar days from date of receipt by UTA's accounting department.
- c. Invoices must include a unique invoice number, UTA's Purchase Order number, a description of the Good or Service provided, line-item pricing, total amount due, and must be submitted electronically to ap@rideuta.com.

9. **WARRANTY OF GOODS AND SERVICES; DISCLAIMER OF WARRANTIES**

- a. Contractor warrants that all Goods (including hardware, firmware, and/or software products that it licenses) at the time of delivery to UTA and Services performed 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 Goods and Services shall be of the quality specified and, unless otherwise provided in the Contract, will be new, and free from defects in design, materials and workmanship.
- b. Contractor warrants that all Goods 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. At any time for a period of [REDACTED] from the date that a Good has been delivered or a Service has been performed, as applicable, in accordance with the Contract, Contractor shall at its own expense promptly repair, replace and/or re-perform such Good or such Service that is defective or in any material way fails to conform to the Contract requirements.
- d. 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 conducted in a reasonable manner and with workmanship and care consistent with industry standards,

Contractor shall reimburse UTA for the cost of any warranty repair, replacement or re-performance self-performed by UTA.

- e. EXCEPT AS EXPRESSLY SET FORTH HEREIN, CONTRACTOR PROVIDES THE GOODS AND SERVICES "AS IS", WITHOUT WARRANTY OF ANY KIND, WHETHER EXPRESS OR IMPLIED. CONTRACTOR DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. CONTRACTOR DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES CONTRACTOR MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES. UTA SHALL BE SOLELY RESPONSIBLE FOR THE SELECTION, USE AND SUITABILITY OF THE GOODS AND SERVICES, AND, EXCEPT AS EXPRESSLY SET FORTH HEREIN, CONTRACTOR SHALL HAVE NO LIABILITY THEREFOR.

10. **OWNERSHIP OF DESIGNS, DRAWINGS, AND WORK PRODUCT**

Any deliverables first prepared or first developed by the Contractor pursuant to the Contract including without limitation drawings, specifications, manuals, calculations, maps, sketches, designs, tracings, notes, reports, data, computer programs, models and samples, shall become the property of UTA when prepared, and, together with any documents or information furnished to Contractor and its employees or agents by UTA hereunder, shall be delivered to UTA upon request, and, in any event, upon termination or final acceptance of the Goods and Services; provided Contractor has been fully paid for such Goods and Services. UTA shall have full rights and privileges to use and reproduce said items. To the extent that any deliverables include or incorporate preexisting intellectual property of Contractor or any subcontractor, Contractor hereby grants UTA a fully paid, non-assignable perpetual license to use such intellectual property solely for UTA's operation, maintenance, modification, improvement and replacement of UTA's assets. The scope of the license shall be to the fullest extent necessary to accomplish those purposes, including the right to share same with UTA's contractors, agent, officers, directors, employees, joint owners, affiliates and consultants solely in connection with this Contract and provided any third party to whom such information is disclosed shall be required to enter into a confidentiality agreement with Contractor in a form to be mutually agreed by the parties.

11. **GENERAL INDEMNIFICATION**

Contractor shall indemnify, hold harmless and defend UTA, its officers, trustees, agents, and employees (hereinafter collectively referred to as "Indemnitees") from and against all third party 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, in whole or in part, by the acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors in breach of this Contract or Contractor's negligence or willful misconduct. 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 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. The indemnity obligations of Contractor shall not apply to the extent that claims arise out of the breach of this Contract by UTA or the negligence or willful misconduct of UTA or the Indemnitees.

12. **LIMITATION OF LIABILITY**

Consequential Damages Waiver

IN NO EVENT SHALL CONTRACTOR BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, SPECIAL OR PUNITIVE DAMAGES, OR LOST PROFITS, FOR ANY CLAIM OR DEMAND OF ANY NATURE OR KIND, ARISING OUT OF OR IN CONNECTION WITH THIS CONTRACT OR THE PERFORMANCE OR BREACH THEREOF, EVEN IF CONTRACTOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Limitation of Liability

EXCEPT FOR

[REDACTED] CONTRACTOR'S CUMULATIVE LIABILITY UNDER THIS CONTRACT FOR ANY AND ALL CAUSES OF ACTION AND CLAIMS, INCLUDING WITHOUT LIMITATION, BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY, MISREPRESENTATION AND OTHER TORTS, SHALL BE LIMITED TO THE LESSER OF: (A) PROVEN DIRECT DAMAGES OR (B) [REDACTED]

13. **INSURANCE REQUIREMENTS**

Standard 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.

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 \$4,000,000
- Products – Completed Operations Aggregate \$1,000,000
- Personal and Advertising Injury \$1,000,000
- Each Occurrence \$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".

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.

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.

5. Railroad Protective Liability Insurance (RRPLI) – Remove this section if not applicable

During construction and maintenance within fifty (50) feet of an active railroad track, including but not limited to installation, repair or removal of facilities, equipment, services or materials, the Licensee and/or Licensee's Contractor must maintain "Railroad Protective Liability" insurance on behalf of UTA only as named insured, with a limit of not less than \$2,000,000 per occurrence and an aggregate of \$6,000,000.

If the Licensee and/or Licensee's Contractor is not enrolling for this coverage under UTA's blanket RRPLI program, the policy provided must have the definition of "JOB LOCATION" AND "WORK" on the declaration page of the policy shall refer to this Agreement and shall describe all WORK or OPERATIONS performed under this Agreement.

- 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 agreement 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 utahta@ebix.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 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 utahta@ebix.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.

14. **OTHER INDEMNITIES**

- a. Contractor shall protect, release, defend, indemnify and hold harmless UTA and the other Indemnitees against and from any and all claims of any kind or nature whatsoever on account of infringement of any intellectual property rights relating to Contractor's performance under the Contract. If notified promptly in writing and given authority, information and assistance, Contractor shall defend, or may settle at its expense, any suit or proceeding against UTA so far as based on such claimed infringement and Contractor shall pay all damages and costs awarded therein against UTA due to such breach. In case any Good or Service is in such suit

held to constitute such an infringement or an injunction is filed that interferes with UTA's rights under the Contract, Contractor shall, at its expense and through mutual agreement between UTA and Contractor, either procure for UTA any necessary intellectual property rights, or modify Contractor's Goods and Services such that the claimed infringement is eliminated. The foregoing obligations do not apply with respect to portions or components of the Goods and/or Services (i) not supplied by Contractor, (ii) made in whole or in part in accordance with UTA's specifications, (iii) that are modified after delivery by Contractor, (iv) combined with other products, processes or materials where the alleged infringement relates to such combination, (v) where UTA continues allegedly infringing activity after being notified thereof or after being informed of modifications that would have avoided the alleged infringement, or (vi) where UTA's use of the Goods and/or Services is not strictly in accordance with this Contract.

- b. Contractor shall: (i) protect, release, defend, indemnify and hold harmless UTA and the other Indemnitees against and from any and all liens or claims made or filed against UTA on account of any Goods or Services furnished by subcontractors of any tier; and (ii) keep UTA property free and clear of all liens or claims arising in conjunction with any Goods or Services furnished under the Contract by Contractor or its subcontractors of any tier. If any lien arising out of the Contract is filed in conjunction with any Goods or Services furnished under the Contract, Contractor, within thirty (30) calendar days after receiving from UTA written notice of such lien, shall obtain a release of or otherwise satisfy such lien. If Contractor fails to do so, UTA may take such steps and make such expenditures as in its discretion it deems advisable to obtain a release of or otherwise satisfy any such lien or liens, and Contractor shall upon demand reimburse UTA for all costs incurred and expenditures made by UTA in obtaining such release or satisfaction. If any non-payment claim is made directly against UTA arising out of non-payment to any subcontractor, Contractor shall assume the defense of such claim within ten (10) calendar days after receiving from UTA written notice of such claim. If Contractor fails to do so, Contractor shall upon demand reimburse UTA for all costs incurred and expenditures made by UTA to satisfy such claim.

15. **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, 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.

16. **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).

17. **USE OF SUBCONTRACTORS**

- a. Contractor shall give advance written notification to UTA of any proposed subcontract (not indicated in Contractor's Proposal) negotiated with respect to the Work. UTA shall have the right to approve all subcontractors performing a material portion of the Services (as reasonably determined by Contractor), such approval not to be withheld unreasonably.
- b. 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

18. **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 Goods and 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 reasonably determines that the Goods and/or Services under the Contract has the potential to impact the environment, UTA may require Contractor to submit additional environmental documents, and such request shall be treated as a Change Order pursuant to Section 22. 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

19. **ASSIGNMENT OF CONTRACT**

This Contract shall inure to the benefit of and be binding upon the parties hereto and their successors and permitted assigns, provided, however, Contractor shall not assign any of its rights or responsibilities, nor delegate its obligations, under this Contract or any part hereof without the prior written consent of UTA, and any attempted transfer in violation of this restriction shall be void. Notwithstanding the foregoing, Contractor may assign its rights and obligations under this Contract to an affiliate or a successor in interest.

20. **ENVIRONMENTAL RESPONSIBILITY**

UTA is ISO 14001 Environmental Management System (EMS) certified. Contractor acknowledges that its Goods 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 reasonably determines that the Goods and/or Services under the Contract has the potential to impact the environment, UTA may require Contractor to submit additional environmental documents, and such request shall be treated as a Change Order pursuant to Section 22. 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.

21. **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 Goods to be delivered or the Services to be performed under this Contract (the “Work”). 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 Work covered by the order during the period of Work stoppage. A [REDACTED]
- b. If a Suspension of Work Order issued under this Article is canceled, Contractor shall resume Work as mutually agreed to in writing by the parties hereto. UTA shall pay Contractor its reasonable costs incurred as a result of the Suspension of Work Order and grant Contractor any appropriate extension of the Term.
- c. If a Suspension of Work Order is not canceled and the Work covered by such order is terminated for the convenience of UTA, UTA shall pay Contractor an equitable amount to reflect costs incurred, including, but not limited to, work-in progress, Contract close-out costs, subcontractor termination costs that cannot be reasonably mitigated, reasonable costs incurred as a result of the Suspension of Work Order and profit on work performed and work-in-progress.
- d. If the Suspension of Work causes an increase in Contractor’s cost or time to perform the Work, UTA’s Project Manager or designee shall make an equitable adjustment to compensate Contractor for the additional costs or time, and modify this Contract by Change Order.

22. **TERMINATION**

- a. **FOR CONVENIENCE**: UTA shall have the right to terminate the Contract at any time by providing written notice to Contractor. If the Contract is terminated for convenience, [REDACTED] UTA shall not be responsible for anticipated profits based on the terminated portion of the Contract. 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.

b. **FOR 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; (e) should fail to make prompt payment to any subcontractors or suppliers; or (f) fails to comply with any of its material obligations under the Contract, UTA may, in its discretion, after first giving Contractor thirty (30) days written notice to cure such default:

1. Terminate the Contract (in whole or in part) for default and obtain the Goods 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.

b. **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. Contractor shall also remit a final invoice for all Goods delivered and Services performed and 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 reasonable questions or concerns that UTA may have regarding the Goods and Services furnished by Contractor prior to termination.

23. **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 Work including, but not limited to, changes:
 - A. In the Scope of Services;
 - B. In the method or manner of performance of the Work; or
 - C. In the schedule or completion dates applicable to the Work.

To the extent that any change in Work directed by UTA causes an actual and demonstrable impact to: (i) Contractor's cost of performing the Work; or (ii) the time required for the Work, 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 Work 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 Work 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 Work 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 Work, Contractor must give UTA’s Project Manager or designee written notice stating:
 - A. The date, circumstances, and source of the change; and
 - B. That Contractor regards the identified item as a change in Work 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 thirty (30) 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 30 days after providing notice, Contractor must provide UTA with information and documentation reasonably demonstrating the actual cost and schedule impacts associated with any change in Work. 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 32 of this Contract.

24. **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 B (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. Copies of requested records shall be furnished to UTA or designated audit parties upon 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.

25. **FINDINGS CONFIDENTIAL**

Any documents, reports, information, or other data and materials delivered or made available to or prepared or assembled by Contractor or subcontractor under this Contract are considered confidential and shall not be made available to any person, organization,

or entity by Contractor without consent in writing from UTA. If confidential information is released to any third party without UTA's written consent as described above, contractor shall notify UTA of the data breach within 10 days and provide its plan for immediate mitigation of the breach for review and approval by UTA.

- a. It is hereby agreed that the following information is not considered to be confidential:
 - A. Information already in the public domain.
 - B. Information disclosed to Contractor by a third party who is not under a confidentiality obligation.
 - C. Information developed by or in the custody of Contractor before entering into this Contract.
 - D. Information developed by Contractor through its work with other clients; and
 - E. Information required to be disclosed by law or regulation including, but not limited to, subpoena, court order or administrative order.

The parties agree that Contractor may from time to time develop external communications in relation to this Contract, subject to UTA's written approval which shall not be unreasonably delayed or withheld. Contractor agrees to give UTA reasonable advance time for review of any material submitted to UTA for approval.

26. **PUBLIC INFORMATION.**

Contractor acknowledges that the Contract and related materials (invoices, orders, etc.) will be public documents under the Utah Government Records Access and Management Act (GRAMA). Contractor's response to the solicitation for the Contract will also be a public document subject to GRAMA, except for legitimate trade secrets, so long as such trade secrets were properly designated in accordance with terms of the solicitation.

27. **PROJECT MANAGER**

UTA's Project Manager for the Contract is [REDACTED], 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 [REDACTED].

28. **CONTRACT ADMINISTRATOR**

UTA's Contract Administrator for the Contract is [REDACTED], 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 (8[REDACTED]).

29. **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.

30. **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



669 West 200 South

Salt Lake City, UT 84101



If to Contractor:

Boldyn Networks Transit US, LLC

ATTN: Legal Department

1400 Broadway, 17th Floor

New York, New York 10018

legal@transitwireless.com



b. 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.

31. **CLAIMS/DISPUTE RESOLUTION**

- a. "Claim" means any disputes between UTA and the Contractor arising out of or relating to the Contract Documents including any disputed claims for Contract adjustments that 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, Contractor shall proceed diligently with performance of the Work pending final resolution of a Claim, including litigation. UTA shall continue to pay any undisputed payments related to such Claim and the performance of the Work.
- 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 [REDACTED] / Contractor's Project Manager	Five calendar days
UTA's [REDACTED] / Contractor's [REDACTED]	Five calendar days
UTA's [REDACTED] / Contractor's [REDACTED]	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, provided UTA continues to pay for the performance of such Work.

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.

32. 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.

33. COSTS AND ATTORNEY FEES.

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


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, acts of God and/or war or any other events which are beyond that party's reasonable control. 



37. NO THIRD-PARTY BENEFICIARIES

The parties enter into 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 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.

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 Application for Payment.

42. **UTAH ANTI-BOYCOTT OF ISRAEL ACT**

Contractor agrees it will not engage in a boycott of the State of Israel for the duration of this contract.

43. **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, 14, 15, 24,25, 26, 31, 32, 33, 34, 36, 37, 40 and 43.

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:

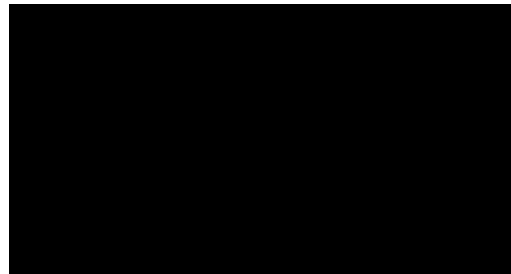
By _____

Alisha Garrett

Chief Financial Officer

Date

BOLDYN NETWORKS TRANSIT US LLC:



By _____

Jay Fox

Executive Director

Date

By _____

Mike Bell

UTA Legal Counsel

Exhibit A

Exhibit A to 23-03713



4 Response to Scope of Work Requirements

Please respond to the list below with compliance status as well as an explanation of the service if compliant. If not compliant, no explanation is needed. Article descriptions follow the overview.

SOW Description

Article	Requirements	Compliant	Explanation
1	Replacement of the mobile access routers	Must Have	See Section 4.1 below
2	24/7/365 Network operations support and monitoring	Must Have	See Section 4.2 below
3	Weekly and Monthly usage and operational reports	Must Have	See Section 4.3 below
4	96-hour response time to configuration changes	Desired Requirement	See Section 4.4 below
5	Software and programming updates/upgrades and support	Desired Requirement	See Section 4.5 below
6	Onsite technician for troubleshooting and maintenance	Desired Requirement	See Section 4.6 below
7	Hardware support for updates, upgrades, and repairs	Must Have	See Section 4.7 below
8	Trouble ticket management system	Must Have	See Section 4.8 below
9	Capability to support current RADWIN network	Must Have	See Section 4.9 below
10	List of parts cost for repairs	Must Have	See Section 4.10 below

4.1 Article 1 – Replacement of the mobile access routers

The Request for Proposal (RFP) requires the replacement of the current mobile access router with like equipment that supports both the trackside network and cellular communication. The mobile access router serves as the primary means of communication for the system and is responsible for maintaining a reliable connection between the system and the trackside network. The replacement equipment should have similar functionality and features to the current router, including the ability to automatically fail over to cellular communication when the trackside network is unavailable. The vendor will be responsible for ensuring that the replacement equipment is compatible with the system and that it can be seamlessly integrated

without any disruption to the system's operation. Additionally, the vendor will provide technical support and training to the client's team to ensure that they can effectively manage and maintain the new equipment. This requirement ensures that the system remains reliable and functional, even in situations where the primary means of communication is unavailable. Any new proposals for new hardware shall meet the requirement in Article 4.

Transit Wireless Response

Transit Wireless will replace the existing mobile access routers. Please see Section 2.1 of this proposal for additional details.

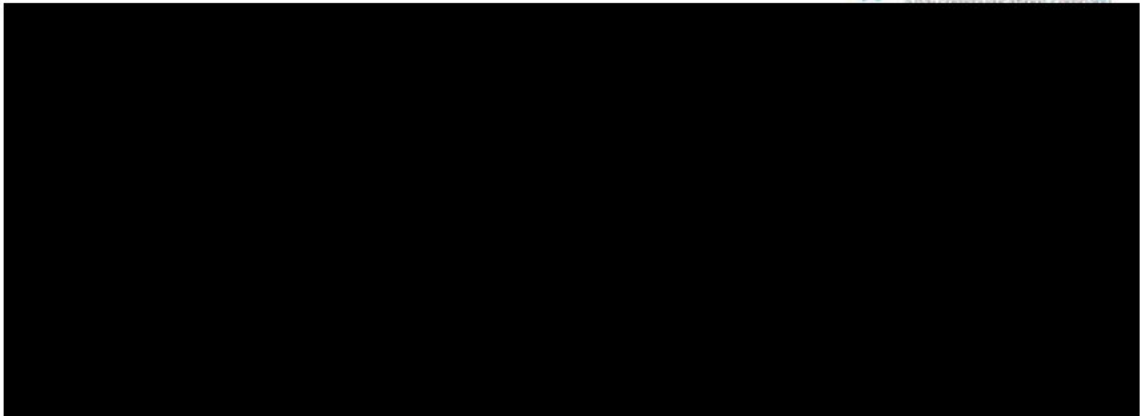
4.2 Article 2 – 24/7/365 Network operations support and monitoring

The Request for Proposal (RFP) requires 24/7/365 Network Operations Center (NOC) support to ensure the uninterrupted availability and functionality of the system. The NOC team will be responsible for monitoring the system, detecting, and resolving issues, and providing immediate support in case of any incidents. The team should be composed of qualified professionals with extensive knowledge in network operations, infrastructure, and security. They should possess strong problem-solving skills, be able to work under pressure, and have excellent communication skills. Additionally, the NOC team should have access to state-of-the-art monitoring and management tools to ensure optimal performance and timely response to any issues that may arise.

Transit Wireless Response

We have a primary NOC in the United States (and if needed a secondary / back up NOC) with the objective of 24/7/365 availability, with state-of-the art monitoring, and management tools, and an optimal blend of automation & manned expertise.

- Service notifications are automatically tracked using top-of-the-line software.
- Our team strives for 1st contact resolution and ensures ITIL best practices are followed and SLA's and OLA's are met.
- Our Tier 2 engineers and Tier 3 subject matter experts have extensive wireless service backgrounds to effectively address network issues that first contact does not immediately resolve.
- We not only ensure networks are operating at peak performance, but regular maintenance and upgrades are implemented on a consistent schedule.
- Our teams work directly with carriers/suppliers to maintain optimized network performance levels and implement future technology as it evolves.
- We will provide dashboard access that allows UTA personnel to review rider experience, connectivity, performance, and other network characteristics of the solution historically and in real-time.



Centralized operations include:

- Software supporting industry standard SMNP Monitoring
- Product-specific reporting and analytics
- Tech support and issue notifications
- Identification and assessment of network performance concerns.

Our OSS (Operations Support System) has been built with industry best practice tools to enable all processes to provide operational excellence.



In addition, API integrations between all systems allows for standardization across multiple functions. Automations have been implemented to minimize MTTR (Mean Time To Repair) and increase operational efficiency.

4.3 Article 3 – Weekly and Monthly usage and operational reports

The Request for Proposal (RFP) requires weekly and monthly operational reports to be submitted to the client for review. These reports should provide a detailed overview of the system's performance, including uptime, availability, and any incidents that occurred during the reporting period. The reports should also include information on the number of support requests received, their resolution times, and any trends observed. In addition to operational metrics, the reports should provide insights into the system's capacity, performance, and areas for improvement. The reports should be presented in a clear and concise format, with visual aids such as graphs and charts to aid in understanding. These reports will be used by the client to evaluate the system's performance and identify any necessary improvements or modifications that may be required to ensure optimal system operation.

Transit Wireless Response

Transit Wireless / BAI provides a periodic summary of network monitoring & performance analysis. Our Network Operation Center has been performing these services for years, and is staffed by dedicated and passionate team members with subject matter expertise, and multiple tiers of support with NOC Technicians, Network Technicians, Network Engineers, Architects and Designers.

We employ Best Practice Standard Processes & state-of-the-art tools that handle Event Reporting, Incident Management, Trouble Tickets, Configuration management, Fault management, Performance management, service requests and resolution in a methodical manner, with formal notifications / communications.

We will perform the necessary data collection, system monitoring, and fault detection, and provide the necessary reporting on Performance Monitoring, Capacity Planning, system availability, Security Monitoring, Network and Client Usage, and Network Dashboards.

4.4 Article 4 – 96-hour response time to configuration changes

The Request for Proposal (RFP) requires a 96-hour response time to configuration changes made by the client. This response time includes the acknowledgement of the requested change, analysis of the impact of the change, and implementation of the change in the production environment. The vendor will provide a dedicated team to handle all configuration change requests promptly and effectively. The team will have the necessary skills and expertise to evaluate the proposed changes, recommend any necessary modifications, and implement them in a timely and efficient manner. The vendor will also ensure that all changes are tested thoroughly before implementation to minimize the risk of any system disruption. The 96-hour response time requirement ensures that the client's business operations are not interrupted and that changes are implemented promptly to meet their requirements.

Transit Wireless Response

Our Product Development and Solutions Engineering teams will take a design approach to any changes and make recommendations to the UTA technical team. We always test any configuration changes in a lab environment before rolling out to the production network.

Any formal change request will be immediately tracked, acknowledged, and analyzed by our experts. Our on-site support will be assisted by our NOC SMEs as well. Our Tier 2 engineers and Tier 3 subject matter experts have extensive wireless service backgrounds, to analyze, and support any timely configuration changes and minimize interruptions to business operations.

Depending on the priority / severity of the configuration requests, they will be scheduled and addressed appropriately.

4.5 Article 5 – Software and programming updates/upgrades and support

The Request for Proposal (RFP) requires the vendor to provide support for software and programming updates/upgrades throughout the system's lifecycle. This support should include assistance with updating software components, implementing new software releases, and upgrading the system's programming as needed. The vendor should provide a well-defined process for identifying and implementing updates and upgrades, including testing procedures to ensure that changes do not impact the system's stability or reliability. The vendor should also provide technical support to address any issues that arise during the update or upgrade process, as well as training to ensure that the client's team can effectively manage and maintain the updated system. This requirement ensures that the system remains current with the latest software and programming updates, maximizing its functionality and performance, while minimizing the risk of system failure or downtime

Transit Wireless Response

Our NOC has state-of-the-art management and maintenance processes and tools to support and track any needed software & programming updates, upgrades, and implementation of new software releases. We not only ensure networks are operating at peak performance, but regular maintenance and upgrades are implemented on a consistent schedule. We verify that the system stays current, and up to date with the latest software releases, and our support teams monitor any upgrade processes to maintain performance.

4.6 Article 6 – Onsite technician for troubleshooting and maintenance

The Request for Proposal (RFP) requires the vendor to provide an onsite technician to support the trackside network. The technician will be responsible for monitoring the network, identifying and addressing any issues that arise, and performing routine maintenance and upgrades as needed. The technician will also be responsible for ensuring that the trackside and onboard network meets all required standards for safety and reliability, and that it is in compliance with all relevant regulations and guidelines. The technician should have extensive knowledge and experience with trackside network systems, including wireless communication protocols and radio frequency (RF) technologies. The technician should also possess strong problem-solving skills and be able to work effectively under pressure. The onsite technician requirement ensures that the trackside network remains operational and reliable, minimizing the risk of system failure or downtime, and ensuring the safety of all personnel and equipment operating on the network.

Transit Wireless Response

In our multi-tier 24/7/365 support structure, we will have on-site technical support backed by a team of engineers and SMEs at the NOC and nationwide level.

The on-site technician can perform routine checks and maintenance of the trackside and onboard systems.

Our Tier 2 engineers and Tier 3 subject matter experts have extensive wireless service backgrounds to analyze and support any troubleshooting needs.

We pride ourselves in maintaining high network availability and minimizing downtime, and also ensuring equipment and personnel safety throughout the network.

4.7 Article 7 – Hardware support for updates, upgrades, and repairs

The Request for Proposal (RFP) requires the vendor to provide comprehensive hardware support for upgrades, updates, and repairs for both the trackside and onboard network. This support should include assistance with identifying and procuring replacement parts, performing routine maintenance and repairs, and implementing hardware upgrades and updates as needed. The vendor should have a well-defined process for managing hardware support requests, including procedures for tracking and managing inventory, scheduling repairs, and providing technical assistance to the client's team as needed. The vendor should also provide training and technical support to ensure that the client's team can effectively manage and maintain the hardware components of the system. This requirement ensures that the system remains reliable and functional, minimizing the risk of system failure or downtime, and ensuring the safety of all personnel and equipment operating on the network.

Transit Wireless Response

In addition to maintaining and performing software updates, our team and NOC have established proven processes for hardware upgrades, repairs, and maintaining spares, integrated with our supply chain. We have been maintaining networks for some of the largest transit systems in the world while maintaining industry best availability times. Regular hardware maintenance and upgrades are implemented on a consistent schedule.

4.8 Article 8 – Trouble ticket management system

The Request for Proposal (RFP) requires the vendor to have a robust trouble ticket management system to track, manage, and resolve support requests related to the system. The system should provide a centralized platform for logging, tracking, and managing all support requests received from the client. The vendor should provide detailed information on the trouble ticket system being used, including its capabilities, limitations, and integration with other systems used by the vendor. The system should provide a user-friendly interface for creating and managing trouble tickets, as well as for tracking the status of requests and communicating with the client's team. The vendor should also have a defined process for managing trouble tickets, including procedures for escalation and prioritization based on severity and impact on system operation. This requirement ensures that the vendor is equipped to manage support requests efficiently and effectively from the client, minimizing the risk of system failure or downtime, and ensuring the system remains operational and reliable.

Transit Wireless Response

We maintain sophisticated, state-of-the-art Trouble Ticket management systems shared across our two NOCs. Organizations need a robust means tracking and managing trouble

It provides employees and users multiple ways to report issues for resolution and manage the assessment, assignment and investigation of tickets. Degree of urgency and risk factors can be categorized. Each case is also assigned detailed notes regarding solutions, timelines, follow ups and if any escalation is needed.

4.9 Article 9 – Capability to support current RADWIN network

The Request for Proposal (RFP) requires the vendor to support the existing RADWIN hardware listed in the Bill of Materials (BOM) provided by the client. The vendor should have extensive experience and knowledge of RADWIN hardware, including its capabilities and limitations, and be able to provide support for all components listed in the BOM. This support should include assistance with hardware installation and configuration, firmware updates, troubleshooting, and repairs. The vendor should have access to all necessary RADWIN hardware components and be able to procure replacement parts as needed. The vendor should also provide technical support and training to the client's team to ensure that they can effectively manage and maintain the RADWIN hardware components of the system. This requirement ensures that the system remains operational and reliable, minimizing the risk of system failure or downtime, and ensuring the safety of all personnel and equipment operating on the network.

Transit Wireless Response

Transit Wireless will assume responsibility for operating all the inherited network elements including access points, switches and both onboard and trackside RADWIN. Transit

4.10 Article 10 – List of parts cost for repairs

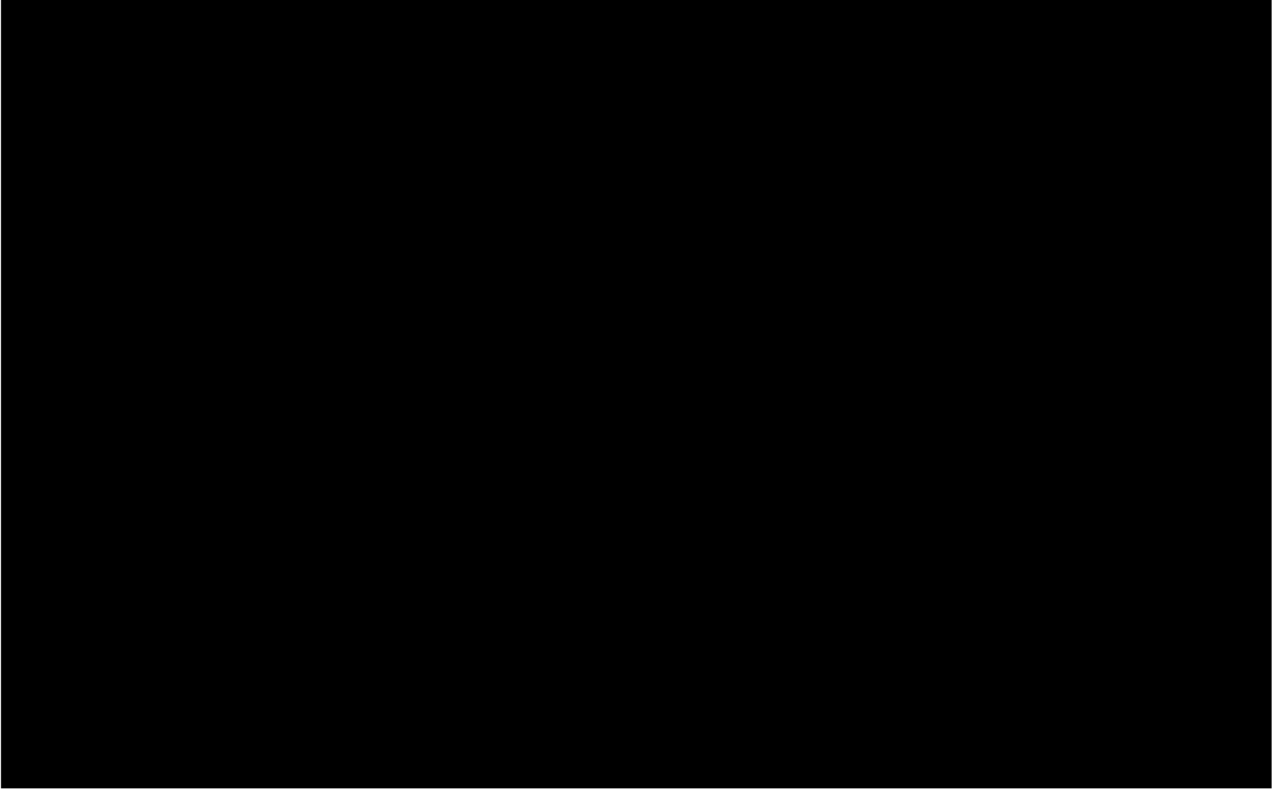
The Request for Proposal (RFP) requires the vendor to provide a detailed cost estimate for the equipment listed in the Bill of Materials (BOM) for the duration of the contract. The vendor should include a breakdown of costs for each component listed in the BOM, including all necessary hardware, software, licensing, and maintenance and support fees. Additionally, the vendor should provide an annual CPI (Consumer Price Index) increase for the duration of the

contract, to ensure that the contract price remains in line with inflation. The vendor should provide a transparent and itemized pricing model that clearly outlines the cost of each component and the associated CPI increase. This requirement ensures that the client has a clear understanding of the costs associated with the project and can effectively manage their budget over the duration of the contract.

Transit Wireless Response

Transit Wireless has provided the required equipment estimates and cost breakdowns to address this requirement in the accompanying Price Proposal response.

Network Diagram



Boldyn Networks Proposal to
**Utah Transit
Authority (UTA)**
for
**FrontRunner Wi-Fi
System Upgrade and
Support**

Contract Exhibit A – Statement of Work Addendum
Request for Proposal (RFP) 23-03713
July 31, 2023





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This document includes data that shall not be disclosed outside of UTA without the permission of Boldyn Networks Transit LLC (Boldyn Networks) and shall not be duplicated, used, or disclosed – in whole or in part – for any purpose other than to evaluate this response. This restriction does not limit UTA’s right to use information contained in this document if it can be obtained from another source, without restriction, and is subject to UTA’s obligation to release public documents. The data subject to this restriction is contained in pages marked with the following legend:

Use or disclosure of data contained on this page is subject to the restriction on the title page of this Proposal.





This addendum provides additional detail to Exhibit A Scope of Work (SOW) of UTA Contract #22-03713, outlining the specific tasks, deliverables, timeline, and other details relevant to the project.

Boldyn Networks Deliverables

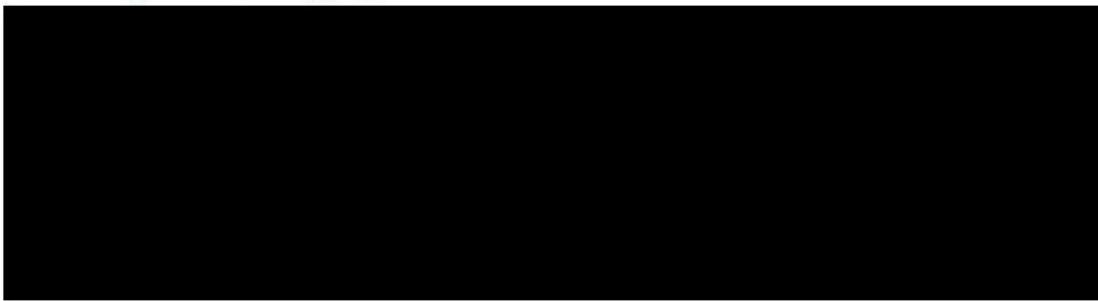
On-board Computing Platform



Cellular Modems



Link Management and Aggregation



Captive Portal

Boldyn Networks will provide a basic captive portal that will provide the passengers with the functionality to accept terms and conditions/privacy policy and authenticate onto the network. Any additional features are not included in this scope of work. The terms and conditions and privacy policy shall be defined by Boldyn Networks.

Approach – Onboard/Trackside

On receipt of a Notification to Proceed, Boldyn Networks will engage with the UTA project team to define project tasks and assign dates for deliverables. Below is a summary of the main activities that will be performed to deliver the solution to UTA:

Vehicle Site Survey – This activity will be performed to capture all the necessary technical information onboard to deliver a 30% design to UTA for approval. The site survey will provide



Boldyn Networks an opportunity to ascertain the mechanical and physical aspects of the existing solution in order to understand the requirements for interfacing with the existing on-board components (e.g., available rack space for the MEC-AR, cable connectors and whether any adapter cables will be required, understand the existing power distribution on the vehicle and any power conditioning needs for the solution. An initial network discovery will be performed at this stage.

Conceptual Design (30%) – The Conceptual Design document presents the technical findings from the initial vehicle site survey and contains a summary of the components required for the solution, installation locations, a high-level system overview diagram, cable adaptations, etc. Initial findings from the network discovery will be documented as part of this submittal.

Intermediate Design (80%) – The output of this effort will be to document the solution to be deployed on the first train (Proof of Concept). This document contains a higher level of detail including the IP schema of the entire end-to-end solution, detailed interconnect drawings, electrical diagrams, interfacing material, and a full Bill of Materials and datasheets for all installed components.

First Article Inspection (FAI)/Factory Acceptance Test (FAT): This activity is performed to validate the solution before it is installed on a vehicle. It demonstrates, in a lab environment, the end-to-end network interoperability of the solution.

Proof of Concept (PoC) – Once the FAI/FAT is complete, and the solution meets the functional requirements in a lab environment, the solution will be installed on a vehicle. Any findings from this phase will be gathered and included in the final design. The modification procedure documentation is derived from this phase during the initial installation of the equipment.

Final Design (As built) – This is the final design package for delivery to UTA. It contains all relevant documentation that details all aspects of the end-to-end solution. Any system diagrams or drawings are redlined for configuration management purposes.

Fleet Installation – Using the approved finalized design, installation, commissioning and testing of the remainder of the fleet will be completed. Commissioning and test reports will be retained and delivered to UTA.

End-to-End Network Management – Boldyn Networks and UTA will establish a procedure for performing cut over from the legacy solution to ensure a seamless continuation to the service.

Operations and Maintenance of RADWIN Trainside Wi-Fi Network

Our Network Operations Center (NOC) is the single point-of-contact for our managed wireless infrastructure, including our large transit projects, and as such, this RADWIN trainside network will be integrated to the NOC to support ongoing operations & maintenance.

This centralized operation center (with 24/7/365 availability) will support System Monitoring, product-specific reporting and analytics, tech support and issue notifications, and the identification and assessment of network performance concerns.

Service notifications are automatically tracked, and we strive for 1st contact resolution in accordance with industry standards. Tier 2 engineers and Tier 3 subject matter experts, who have extensive wireless service backgrounds, address network issues that first contact does not immediately resolve.

Boldyn Networks will provide regular maintenance and updates as scheduled by Boldyn Networks. Dashboard access will be provided that allows UTA personnel to review connectivity, performance, and other network characteristics of the solution historically and in real-time.

Our typical response times and restoration target times are based on priority and severity of the



- **Response Time** is the time between the notification of a problem (Ticket / alarm) and commencement of the problem solving.
- **Restoration Time** is the time between the notification of a problem (Ticket / alarm) and resolution of the problem solving, and implementation of the solution. It is not applicable to the issues/events to the extent caused by the Service Availability Exclusions.


Timeline

At this stage, there are several unknown factors that could potentially impact the project timeline. As these uncertainties are clarified, the timeline can be refined accordingly. The following table represents key tasks and milestones required for the delivery of products and services to UTA under the Statement of Work, along with an estimated period for completion. It is expected that following commencement of the project a detailed project schedule will be jointly agreed between Boldyn Networks and UTA.

Activity	Estimated Period	Comment
Noticed to Proceed (NTP) from UTA		
Mobilization (Procurement)		
Pre-Deployment (Surveys/Configuration/Integration)		
30% Conceptual Design		
80% Design		
Home Agent Configuration		
Proof of Concept		
Network Configuration/Integration Complete		
Partial Start of Operations and Maintenance Services		
Final Design Acceptance		
Updated MAR Installations		
MAR Installations Completed		
Start of comprehensive full fleet Operations and Maintenance Services		
Submission of Final Solution Design Documentation		



Assumptions

- All existing active network equipment and peripheral components installed are operating correctly.
- RADWIN Trackside coverage extends to the railyard.
- 
- Existing Onboard equipment (APs (Access Points), switches, antennas and cabling), with the exception of the MAR, meets current uptime and performance requirements.
- The existing trackside solution (RADWIN) meets current uptime and performance requirements.
- All existing antennas and RF (Radio Frequency) cabling are in a state of good repair.
- Home Agents will be hosted in Boldyn Networks data centers.
- A transition process will take place with UTA to establish requirements to allow Boldyn Networks to take over the management of the trackside network without additional cost to Boldyn Networks.
- All existing device management interface login credentials can be provided and then changed to ensure system access integrity is maintained.
- The existing captive portal is owned/provided by the incumbent Wi-Fi provider and will not be available for use with the upgraded solution.
- Boldyn Networks will commence the monitoring and management of each MAR as they enter service. Upon completion of all 22 MAR upgrades, Boldyn Networks will then commence the monitoring and management of all associated network elements.

UTA Responsibilities

- UTA will provide a detailed fleet vehicle list. Boldyn Networks requires this information to ensure all network entities will be properly monitored and managed.
- UTA will ensure vehicle availability for installations in-line with the schedule period.
- UTA will provide management interface login credentials to the existing active components of the solution.
- UTA to provide a full network diagram that includes the end-to-end IP/VLAN schema for the existing onboard and trackside network solution.
- UTA to supply Boldyn Networks with trackside (RADWIN) and existing onboard hardware with current configurations to allow Boldyn Networks to perform system integration in a lab to establish interoperability prior to the PoC and for demonstration during the FAT (Factory Acceptance Test).
- UTA to confirm a transition plan is in place with the existing provider of operations and maintenance for the FrontRunner Wi-Fi on-board and trackside network, to ensure continuity of service during the solution deployment period.



Boldyn Networks Proposal to
**Utah Transit
Authority (UTA)**
for
**FrontRunner Wi-Fi
System Upgrade and
Support**

Contract Exhibit B – Payment Terms Addendum
Request for Proposal (RFP) 23-03713
July 31, 2023





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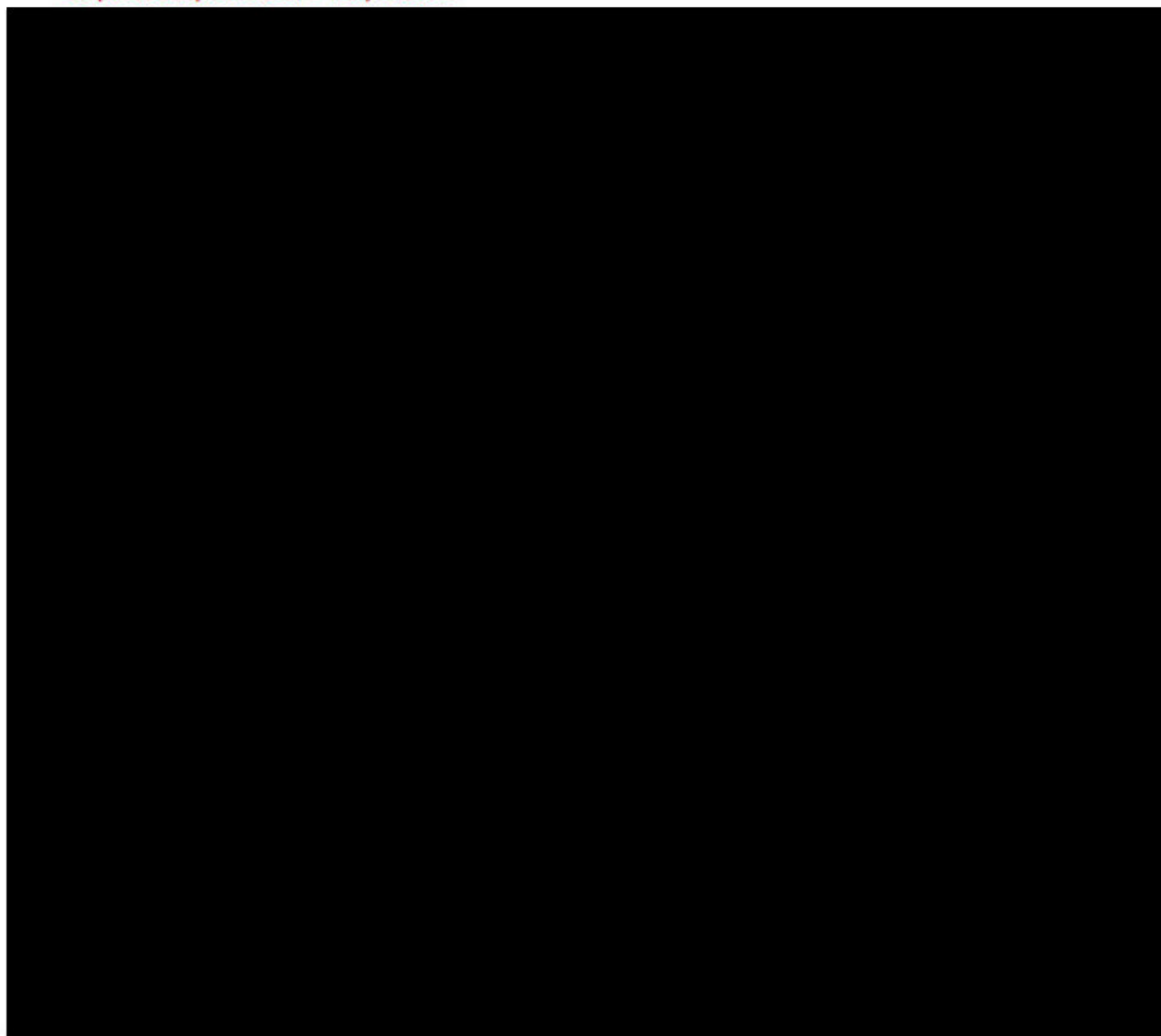
Contents



Payment Milestone Schedule

For the products and services outlined in the Exhibit A Statement of Work (SOW), Boldyn Network will be paid the fees outlined in Exhibit B based on the following Payment Milestone Schedule for both Capital Expenditure (Capex) and Operational Expenditure (Opex).

Capital Expenditure Payments



Operational Expenditure Payments

