

AGREEMENT

Between

BROWARD COUNTY

and

CABCONNECT, INC.

for

PARATRANSIT RIDER'S CHOICE PILOT PROGRAM

This is an Agreement ("Agreement"), made and entered into by and between: BROWARD COUNTY, a political subdivision of the State of Florida, hereinafter referred to as "COUNTY,"

and

CABCONNECT, INC., an Illinois corporation, authorized to transact business in Florida, hereinafter referred to as "CABCONNECT," (collectively referred to as the "Parties").

WITNESSETH:

WHEREAS, COUNTY desires to implement a twelve (12) month Paratransit Rider's Choice Pilot Program to add an on-demand choice of transportation for existing Americans with Disabilities-eligible customers; and

WHEREAS, COUNTY is need of a payment solution to allow customers participating in the Paratransit Rider's Choice Pilot Program to purchase on-demand transportation services from local taxis and transportation network companies; and

WHEREAS, CABCONNECT represents that it is experienced in the business of providing a system to automate the management of subsidized transportation programs with a programmable swipe card that will allow COUNTY to set program rules to be enforced for the program, as required under this Agreement; and

WHEREAS, the Board of County Commissioners of Broward County waived the Procurement Code of Broward County under Section 21.6(c) and authorized Broward County Transit ("BCT") to enter into this Agreement with CABCONNECT to provide services for the Paratransit Rider's Choice Pilot Program;

WHEREAS, the Parties desire to enter into an agreement containing mutually satisfactory terms and covenants; and

WHEREAS, negotiations pertaining to the Paratransit Rider's Choice Pilot Program to be performed were undertaken between the Parties and this Agreement incorporates the results of such negotiations; NOW THEREFORE

IN CONSIDERATION of the mutual terms, conditions, promises, covenants, and payments hereinafter set forth, the Parties agree as follows:

ARTICLE 1 DEFINITIONS AND IDENTIFICATIONS

The following definitions apply unless the context in which the word or phrase is used requires a different definition:

- 1.1 Account Manager – Person designated by CABCONNECT who shall be responsible for COUNTY's account. The primary responsibilities of the Account Manager are to receive all orders from COUNTY, serve as the primary contact for all issues arising under this Agreement, and communicate and coordinate with the Contract Administrator.
- 1.2 Agreement – This Agreement includes Articles 1 through 10, the exhibits, and documents that are expressly incorporated herein by reference.
- 1.3 Americans with Disabilities Act of 1990 (ADA) – The civil rights act signed into law on January 26, 1990, as public law 101-336, 42 U.S.C. 12101, et. seq., as it is currently enacted and as may be amended from time to time.
- 1.4 Audited Fare – The price of each Trip calculated by CABCONNECT's metrics.
- 1.5 Authorization – A hold placed on the Payment Card for the dollar amount of the Metered Fare of each Trip.
- 1.6 Board – The Board of County Commissioners of Broward County, Florida.
- 1.7 Contractor – CABCONNECT, the vendor(s) or firm(s) that has entered into an agreement to provide Pilot Rider's Choice Program services with Broward County.
- 1.8 Contract Administrator – The Broward County Administrator or the Director of the Broward County Transit Division. The primary responsibilities of the Contract Administrator are to coordinate and communicate with CABCONNECT and to manage and supervise execution and completion of the Scope of Services and the terms and conditions of this Agreement as set forth herein. In the administration of this Agreement, as contrasted with matters of policy, all Parties may rely on the instructions or determinations made by the Contract Administrator; provided,

however, that such instructions and determinations do not change the Scope of Services.

- 1.9 Contract Duration – The time following the date of commencement of Service during which the Paratransit Rider’s Choice Pilot Program is in effect.
- 1.10 COUNTY – Broward County, a political subdivision of the state of Florida.
- 1.11 County Administrator – The administrative head of COUNTY appointed by the Board.
- 1.12 County Attorney – The chief legal counsel for COUNTY appointed by the Board.
- 1.13 Management Portal – The online website provided by CABCONNECT to COUNTY for viewing transaction history, managing the information of Pilot Participants, controlling the usage and limitations on Payment Cards, and other data.
- 1.14 Metered Fare – The price of each Trip calculated by the in-vehicle meter.
- 1.15 On-demand Service – Transportation services provided by Drivers to Pilot Participants upon real-time requests by Pilot Participants that do not require prearranged travel arrangements.
- 1.16 Payment Card – The CABCONNECT CardONE™ programmable physical card provided by COUNTY to Pilot Participants in their name for the purchase of On-demand transportation services by a Taxi Vehicle or Transportation Network Company provider.
- 1.17 Personal Care Attendant (PCA) – Someone who is designated, and/or employed specifically to help the Pilot Participant meet their personal needs, including traveling.
- 1.18 Pilot Participant – An ADA eligible customer who voluntarily accepts an invite by BCT to participate in the Paratransit Rider’s Choice Pilot Program.
- 1.19 Services – The specialized Paratransit Rider’s Choice Pilot Program services as required herein.
- 1.20 Service Area – The geographical area covered as set forth in Exhibit “A”, which shall be limited to Broward County.
- 1.21 Settlement – The process of debiting funds from the Payment Card and transferring the funds to the Transportation Provider’s account.
- 1.22 Taxi Vehicle – A type of vehicle that transports passengers for a fare determined by the distance traveled.

- 1.23 Transportation Network Company (TNC) – A company that uses an online-enabled platform to connect passengers with drivers using their personal, non-commercial vehicles.
- 1.24 Transportation Provider – The company or individual providing a Trip, including Taxi Vehicle drivers and TNC drivers.
- 1.25 Trip – A unit of service that is measured from the time a Driver picks up a Pilot Participant to the time when the Pilot Participant is delivered to his or her destination. Each destination constitutes a trip. The unit of service is also referred to as a “one way trip.”
- 1.26 Unauthorized Location – A location outside of the Service Area in effect at the time of the Trip, unless the Trip has been specifically authorized in writing by COUNTY.
- 1.27 Unauthorized User – Any Passenger not approved by COUNTY to utilize Paratransit Services, not invited to participate in the Paratransit Rider’s Choice Pilot Program, and/or any person(s) that utilize a Payment Card belonging to a Pilot Participant for personal use.
- 1.28 Unauthorized Trip – Any trip performed which includes either an Unauthorized Location or an Unauthorized User.

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ARTICLE 2
SCOPE OF SERVICES

- 2.1 CABCONNECT shall perform all services identified in this Agreement and Exhibit “A.” The Scope of Services is a description of CABCONNECT’s obligations and responsibilities and is deemed to include any preliminary considerations and prerequisites, and all labor, materials, equipment, and tasks which are such an inseparable part of the services described that exclusion would render performance by CABCONNECT impractical, illogical, or unconscionable.
- 2.2 CABCONNECT acknowledges that the Contract Administrator has no authority to make changes that would increase, decrease, or otherwise modify the Scope of Services to be provided under this Agreement, except as described in this Agreement.
- 2.3 The Service Area, as outlined in Exhibit “A” may be revised from time to time at the sole discretion of COUNTY. COUNTY will provide CABCONNECT with advanced notice of any Service Area modifications.

ARTICLE 3
TERM AND TIME OF PERFORMANCE

- 3.1 This Agreement shall become effective on the date it is fully executed by the Parties and shall end on _____. Prior to beginning any services, CABCONNECT must receive a written Notice to Proceed from the Contract Administrator. The Paratransit Rider's Choice Program shall commence _____ for a period of twelve (12) months.
- 3.2 In the event services are scheduled to end due to the expiration of this Agreement, CABCONNECT shall continue service upon the request of the Contract Administrator. The extension period shall not extend for greater than three (3) months beyond the term of the Agreement. CABCONNECT shall be compensated for the service at the rate in effect when the extension is invoked by COUNTY upon the same terms and conditions as contained in this Agreement as amended. The Purchasing Director shall notify CABCONNECT of an extension authorized herein by written notice delivered prior to the end of the term of the Agreement.

ARTICLE 4
COUNTY'S OBLIGATIONS

COUNTY'S obligations include:

- 4.1 COUNTY shall determine the eligibility status of each customer. Once deemed eligible, COUNTY shall notify and provide an invitation to participate in the Paratransit Rider's Choice Pilot Program.
- 4.2 COUNTY shall distribute Payment Cards issued by CABCONNECT to Pilot Participants.
- 4.3 COUNTY shall conduct outreach to Pilot Participants to ensure that the initial group is trained on how to successfully use the Payment Card.
- 4.4 COUNTY shall provide CABCONNECT with requirements and usage limitations for Payment Cards. Any changes to the initial requirements and/or usage limitations may be made by COUNTY on the Management Portal or be made by CABCONNECT upon written notice by the Contract Administrator to the Account Manager.
- 4.5 COUNTY shall promote communication and collaboration among the entities providing transportation services for the Paratransit Rider's Choice Program and CABCONNECT.

ARTICLE 5
CABCONNECT'S OBLIGATIONS

CABCONNECT's obligations include:

- 5.1 Payment Cards: CABCONNECT shall issue Payment Cards to COUNTY upon request.
- 5.2 System Reliability Guarantees: CABCONNECT shall ensure that Payment Cards are functional and available for use by Pilot Participants twenty-four (24) hours a day, seven (7) days a week, unless instructed otherwise by COUNTY. Any down time for system maintenance that may affect any Services must be reported to COUNTY at least forty-eight (48) prior to commencement.
- 5.3 Data Management: CABCONNECT shall record and retain all Payment Card transaction history and related data, and provide authorized COUNTY personnel access to such data.
- 5.4 Controls and Restrictions: CABCONNECT shall program the Payment Card to provide for all requirements and usage limitations requested by COUNTY. CABCONNECT must complete any changes to requirements and/or usage limitations within forty-eight (48) hours of the written request by COUNTY.
- 5.5 Training: CABCONNECT shall coordinate with COUNTY provide staff with all relevant and necessary training.
- 5.6 Invoices: CABCONNECT shall invoice COUNTY as outlined in Section 6.5.
- 5.7 Payment to Transportation Providers: CABCONNECT shall complete the Settlement process for each Trip no later than forty-eight (48) hours after Authorization.
- 5.8 Support Service Level: CABCONNECT shall provide support as proscribed in Exhibit "C".

ARTICLE 6 COMPENSATION

- 6.1 COUNTY will pay CABCONNECT, in the manner specified in Section 6.5 for services actually provided pursuant to this Agreement, as outlined in Exhibit "B" of this Agreement, which amount shall be accepted by CABCONNECT as full compensation for all such work.
- 6.2 CABCONNECT acknowledges that the amount listed for each service, as outlined in Exhibit "B" of this Agreement, is the maximum payable per service and constitutes a limitation upon COUNTY's obligation to compensate CABCONNECT for its services related to this Agreement. This maximum however, does not constitute a limitation, of any sort, upon CABCONNECT's obligation to perform all

items of work required by or which may be reasonably inferred from the Scope of Services.

6.3 COUNTY shall reimburse CABCONNECT, in the manner specified in Section 6.5 the Metered Fare per Trip, up to the Maximum Allowance.

6.4 CABCONNECT acknowledges that the Maximum Allowance is the maximum payable per Trip and constitutes a limitation upon COUNTY's obligation to compensate CABCONNECT for fares in excess of this amount.

6.5 METHOD OF BILLING AND PAYMENT

6.5.1 CABCONNECT will submit to COUNTY an invoice for payment of Services every seven (7) calendar days.

6.5.2 Within five (5) business days after the close of the month, CABCONNECT will submit to COUNTY for COUNTY's approval a "Statement of Operations and Costs" for the previous month which details by cost category the amounts billed, in accordance with the provisions of Service for the previous month.

6.5.3 CABCONNECT may submit invoices for compensation and reimbursement, in the format approved by COUNTY, no less than on a weekly basis, but only after the services for which the invoices are submitted have been completed.

6.5.4 COUNTY shall pay CABCONNECT within thirty (30) calendar days of receipt of CABCONNECT's proper invoice, as required by the Broward County Prompt Payment Ordinance Section 1-51.6, Broward County Code of Ordinances. To be deemed proper, all invoices must comply with the requirements set forth in this Agreement and must be submitted on the form and pursuant to instructions prescribed by the Contract Administrator. Payment may be withheld for failure of CABCONNECT to comply with a term, condition, or requirement of this Agreement.

6.6 Notwithstanding any provision of this Agreement to the contrary, COUNTY may withhold, in whole or in part, payment to the extent necessary to protect itself from loss on account of inadequate or defective work which has not been remedied or resolved in a manner satisfactory to the Contract Administrator or failure to comply with this Agreement. The amount withheld shall not be subject to payment of interest by COUNTY.

6.7 Payment shall be made to CABCONNECT at:

714 East Monument Avenue, Suite 134
Dayton, Ohio 45402

ARTICLE 7
INDEMNIFICATION

- 7.1 CABCONNECT shall at all times hereafter indemnify, hold harmless and, at the County Attorney's option, defend or pay for an attorney selected by County Attorney to defend COUNTY, its officers, agents, servants, and employees from and against any and all action, demands, claims, losses, liabilities and expenditures of any kind, including attorneys fees, court costs, and expenses, caused or alleged to be caused by an intentional, negligent, or reckless act of, or omission of, CABCONNECT, its employees, agents, servants, or officers, or accruing, resulting from, or related to the subject matter of this Agreement including, without limitation, any and all claims, losses, liabilities, expenditures, demands, or causes of action of any nature whatsoever resulting from injuries or damages sustained by any person or property. In the event of any lawsuit or other proceeding is brought against COUNTY by reason of any such claim, cause of action, or demand, CABCONNECT shall, upon written notice from COUNTY, resist and defend such lawsuit or proceeding by counsel satisfactory to COUNTY or, at COUNTY's option, pay for an attorney selected by County Attorney to defend COUNTY. The obligations of this section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by the Contract Administrator and the County Attorney, any sums due CABCONNECT under this Agreement may be retained by COUNTY until all of COUNTY's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved. Any amount withheld shall not be subject to payment of interest by COUNTY.

ARTICLE 8
INSURANCE

- 8.1 CABCONNECT shall maintain at its sole expense, at all times during the term of this Agreement (unless a different time period is otherwise stated herein), at least the minimum insurance coverage designated in Exhibit "D" in accordance with the terms and conditions stated in this Article.
- 8.2 Such policies shall be issued by companies authorized to do business in the State of Florida, with a minimum AM Best Financial Rating of A-. Coverage shall be provided on forms no more restrictive than the latest edition of the applicable form filed by the Insurance Services Office. CABCONNECT shall name Broward County as an additional insured under the primary and non-contributory Commercial General Liability policy. The official title of the Certificate Holder is Broward County. This official title shall be used in all insurance documentation.
- 8.3 CABCONNECT shall provide to COUNTY proof of insurance in the form of Certificate(s) of Insurance and applicable endorsements, Declaration pages, or insurance policies evidencing all insurance required by this Article. COUNTY reserves the right to obtain a certified copy of any policies required by the Article

upon request. Coverage is not to cease and is to remain in force until COUNTY determines all performance required of CABCONNECT is completed. For Professional Liability Insurance, coverage shall remain in force for two (2) years after the completion of services unless a different time period is stated in Exhibit "D." COUNTY shall be notified of any restriction or cancellation of coverage within thirty (30) days. If any of the insurance coverage will expire prior to the completion of the work, proof of insurance renewal shall be provided to COUNTY upon expiration.

- 8.4 COUNTY reserves the right to review and revise any insurance requirements at the time of renewal or amendment of this Agreement, including, but not limited to, deductibles, limits, coverage, and endorsements.
- 8.5 If CABCONNECT uses a subconsultant or subcontractor, CABCONNECT shall ensure that each subconsultant or subcontractor names "Broward County" as an additional insured under the subcontractor's Commercial General Liability policy.

ARTICLE 9 TERMINATION

- 9.1 This Agreement may be terminated for cause by the aggrieved party if the party in breach has not corrected the breach within ten (10) days after receipt of written notice from the aggrieved party identifying the breach. This Agreement may also be terminated for convenience by the Board. Termination for convenience by the Board shall be effective on the termination date stated in written notice provided by COUNTY, which termination date shall be not less than thirty (30) days after the date of such written notice. This Agreement may also be terminated by the County Administrator upon such notice as the County Administrator deems appropriate under the circumstances in the event the County Administrator determines that termination is necessary to protect the public health, safety, or welfare. If COUNTY erroneously, improperly, or unjustifiably terminates for cause, such termination shall be deemed a termination for convenience, which shall be effective thirty (30) days after such notice of termination for cause is provided.
- 9.2 This Agreement may be terminated for cause for reasons including, but not limited to, CABCONNECT's repeated (whether negligent or intentional) submission for payment of false or incorrect bills or invoices, failure to suitably perform the work, or failure to continuously perform the work in a manner calculated to meet or accomplish the objectives as set forth in this Agreement. The Agreement may also be terminated for cause if CABCONNECT is placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies in the Iran Petroleum Energy Sector list created pursuant to Section 215.473, Florida Statutes, or if CABCONNECT provides false certification pursuant to Section 287.135, Florida Statutes.

- 9.3 Notice of termination shall be provided in accordance with the “NOTICES” section of this Agreement except that notice of termination by the County Administrator, which the County Administrator deems necessary to protect the public health, safety, or welfare may be verbal notice that shall be promptly confirmed in writing in accordance with the “NOTICES” section of this Agreement.
- 9.4 In the event that this Agreement is terminated for convenience, CABCONNECT shall be paid for any services properly performed under the Agreement through the termination date specific in the written notice of termination. CABCONNECT acknowledges that it has received good, valuable, and sufficient consideration from COUNTY, the receipt and adequacy of which are, hereby acknowledged by CABCONNECT, for COUNTY’s right to terminate this Agreement for convenience.
- 9.5 In the event this Agreement is terminated for any reason, any amounts due CABCONNECT shall be withheld by COUNTY until all documents are provided to COUNTY pursuant to Section 10.1 of Article 10.

ARTICLE 10
MISCELLANEOUS

10.1 RIGHTS IN DOCUMENTS AND WORK

Any and all reports, photographs, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of COUNTY, and, if a copyright is claimed, CABCONNECT grants to COUNTY a non-exclusive license to use the copyrighted item(s) indefinitely, to prepare derivative works, and to make and distribute copies to the public. In the event of termination of this Agreement, any reports, photographs, surveys, and other data and documents prepared by CABCONNECT, whether finished or unfinished, shall become the property of COUNTY and shall be delivered by CABCONNECT to the Contract Administrator within seven (7) days of termination of this Agreement by either party. Any compensation due to CABCONNECT shall be withheld until all documents are received as provided therein.

10.2 PUBLIC RECORDS: To the extent CABCONNECT is acting on behalf of COUNTY as stated in Section 119.07(1), Florida Statutes, CABCONNECT shall:

10.2.1 Keep and maintained public records required by COUNTY to perform the services under this Agreement; and

10.2.2 Upon request from COUNTY, provide COUNTY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time and at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by law; and

- 10.2.3 Ensure that public records that are exempt or confidential and exempt from public record requirements are not disclosed except as authorized by law for the duration of this Agreement and following completion or termination of this Agreement if the records are not transferred to COUNTY; and
- 10.2.4 Upon completion or termination of this Agreement, transfer to COUNTY, at no cost, all public records in possession of CABCONNECT or keep and maintain public records required by COUNTY to perform the services. If CABCONNECT transfers the records to COUNTY, CABCONNECT shall destroy any duplicate public records that are exempt or confidential and exempt. If CABCONNECT keeps and maintains public records, CABCONNECT shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to COUNTY upon request in format that is compatible with the information technology systems of COUNTY.

The failure of CABCONNECT to comply with the provisions of this Section shall constitute a material breach of this Agreement entitling COUNTY to exercise any remedy provided in this Agreement or under applicable law.

A request for public records regarding this Agreement must be made directly to COUNTY, who will be responsible for responding to such public records requests. CABCONNECT will provide any requested records to COUNTY to enable COUNTY to respond to the public records request.

IF CABCONNECT HAS QUESTIONS REGARDING THE APPLICATION OF FLORIDA STATUTES CHAPTER 119 TO CABCONNECT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIA OF PUBLIC RECORDS, TIM GARLING, DEPUTY DIRECTOR OF THE TRANSPORTATION DEPARTMENT AT (954) 357-8300, TGARLING@broward.org, 1 N UNIVERSITY DRIVE, SUITE 3100A, PLANTATION, FLORIDA 33324.

10.3 AUDIT RIGHTS, AND RETENTION OF RECORDS

COUNTY shall have the right to audit the books, records, and accounts of CABCONNECT that are related to this Agreement. CABCONNECT shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to this Agreement. All books, records, and accounts of CABCONNECT shall be kept in written form, or in a form capable of conversion into written form within a reasonable time, and upon request to do so, CABCONNECT shall make same available at no cost to COUNTY in written form.

CABCONNECT shall preserve and make available, at reasonable times for examination and audit by COUNTY, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Florida Public Records Act, Chapter 119, Florida Statutes, if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after termination of this Agreement. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for COUNTY's disallowance and recovery of any payment upon such entry.

10.4 TRUTH-IN-NEGOTIATION REPRESENTATION

CABCONNECT's compensation under this Agreement is based upon representations supplied to COUNTY by CABCONNECT, and CABCONNECT certifies that the information supplied is accurate, complete, and current at the time of contracting. COUNTY shall be entitled to recover any damages it incurs to the extent such representation is untrue.

10.5 PUBLIC ENTITY CRIME ACT

CABCONNECT represents that the execution of this Agreement will not violate the Public Entity Crime Act, Section 287.133, Florida Statutes, which essentially provides that a person or affiliate who is a contractor, consultant, or other provider and who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract with any goods or services to COUNTY, may not submit a bid on a contract with COUNTY for the construction or repair of a public building or public work, may not submit bids on leases of real property to COUNTY, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with COUNTY, and may not transact any business with COUNTY in excess of the threshold amount provided in Section 287.017, Florida Statutes, for category two (2) purchase for a period of thirty-six (36) months from the date of being placed on the convicted vendor list. Violation of this section shall result in termination of this Agreement, and may result in debarment from COUNTY's competitive procurement activities.

In addition to the foregoing, CABCONNECT further represents that there has been no determination, based on an audit, that it committed an act defined by Section 287.133, Florida Statutes, as a "public entity crime" and that it has not been formally charged with committing an act defined as a "public entity crime" regardless of the amount of money involved or whether CABCONNECT has been placed on the convicted vendor list.

10.6 INDEPENDENT CONTRACTOR

CABCONNECT is an independent contractor under this Agreement. Services provided by CABCONNECT pursuant to this Agreement shall be subject to the supervision of CABCONNECT. In providing such services, neither CABCONNECT nor its agents shall act as officers, employees, or agents of COUNTY. No partnership, joint venture, or other joint relationship is created hereby. COUNTY does not extend to CABCONNECT or CABCONNECT's agents any authority of any kind of bind COUNTY in any respect whatsoever.

10.7 THIRD PARTY BENEFICIARIES

CABCONNECT nor COUNTY intends to directly or substantially benefit a third party by this Agreement. Therefore, the Parties acknowledge that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a right or claim against either of them based upon this Agreement.

10.8 NOTICES

Whenever either Party desires to give notice to the other, such notice must be in writing, sent by certified United States Mail, postage prepaid, return receipt requested, or sent by commercial express carrier with acknowledgment of delivery, or by hand delivery, addressed to the party for whom it is intended at the place last specified. The place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided in this section. For the present, the Parties designate the following:

FOR COUNTY:

Director, Broward County Transportation Department
One North University Drive, Suite 3100A
Plantation, Florida 33324

FOR CABCONNECT:

Ryan Fickert
714 East Monument Avenue, Suite 134
Dayton, Ohio 45402

10.9 ASSIGNMENT AND PERFORMANCE

Neither this Agreement nor any right or interest herein shall be assigned, transferred, or encumbered without consent of the other Party. In addition, CABCONNECT shall not subcontract any portion of the services required by this Agreement. Notwithstanding the Termination provision of this Agreement, COUNTY may terminate this Agreement, effective immediately, if there is any

assignment, or attempted assignment, transfer, or encumbrance, by CABCONNECT of this Agreement or any right or interest herein without COUNTY's written consent.

CABCONNECT represents that each person who will render services pursuant to this Agreement is duly qualified to perform such services by all appropriate governmental authorities, where required, and that each such person is reasonably experienced and skilled in the area(s) for which he or she will render his or her services.

CABCONNECT shall perform its duties, obligations, and services under this Agreement in a skillful and respectable manner. The quality of CABCONNECT's performance and all interim and services provided to or on behalf of COUNTY shall be comparable to the best local and national standards.

10.10 CONFLICTS

Neither CABCONNECT nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with CABCONNECT's loyal and conscientious exercise of judgment and care related to its performance under this Agreement.

None of CABCONNECT's officers or employees shall, during the term of this Agreement, serve as an expert witness against COUNTY in any legal or administrative proceeding in which he, she, or CABCONNECT is not a party, unless compelled by court process. Further, such persons shall not give sworn testimony or issue a report or writing, as an expression of his or her expert opinion which is adverse or prejudicial to the interests of COUNTY in connection with any such pending or threatened legal or administrative proceeding unless compelled by court process. The limitations of this section shall not preclude CABCONNECT or any persons in any way from representing themselves, including giving expert testimony in support thereof, in any action or in any administrative or legal proceeding.

In the event CABCONNECT is permitted pursuant to this Agreement to utilize subcontractors to perform any services required by this Agreement, CABCONNECT shall require such subcontractors by written contract, to comply with the provisions of this section to the same extent as CABCONNECT.

10.11 MATERIALITY AND WAIVER OF BREACH

Each requirement, duty, and obligation set forth herein was bargained for at arm's-length and is agreed to by the Parties. Each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Agreement, and each is, therefore, a material term hereof.

COUNTY's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provisions or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

10.12 COMPLIANCE WITH LAWS

CABCONNECT shall comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations pursuant to this Agreement.

10.13 SEVERANCE

In the event a portion of this Agreement is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless COUNTY or CABCONNECT elects to terminate this Agreement. An election to terminate this Agreement based upon this provision shall be made within seven (7) days of final court action, including all available appeals.

10.14 JOINT PREPARATION

The Parties and their counsel have participated fully in the drafting of this Agreement and acknowledge that the preparation of this Agreement has been their joint effort. The language agreed to expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the Parties than the other. The language in this Agreement shall be interpreted as to its fair meaning and not strictly for or against any party.

10.15 INTERPRETATION

The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement shall include the other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as "herein," "hereof," "hereunder," and "hereinafter," refer to this Agreement as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires. Whenever reference is made to a Section or Article of this Agreement, such reference is to the Section or Article as a whole, including all of the subsections of such Section, unless reference is made to a particular subsection or subparagraph of such Section or Article.

10.16 PRIORITY OF PROVISIONS

If there is a conflict or inconsistency between any term, statement, requirement, or provision of any exhibit attached hereto, any document or events referred to herein, or any document incorporated into this Agreement by reference and a term, statement, requirement, provision of Articles 1 through 10 of this Agreement, the term, statement requirement, or provision contained in Articles 1 through 10 shall prevail, and be given effect. The Agreement and Exhibits supersede the documents incorporated by reference. The order of priority shall be the Agreement, Exhibits, then CABCONNECT'S proposal.

10.17 LAW, JURISDICTION, VENUE, WAIVER OF JURY TRIAL

This Agreement shall be interpreted and construed in accordance with and governed by the laws of the state of Florida. All Parties acknowledge and accept that jurisdiction of any controversies or legal problems arising out of this Agreement, and any action involving the enforcement or interpretation of any rights hereunder, shall be exclusively in the state courts of the Seventeenth Judicial Circuit in Broward County, Florida, and venue for litigation arising out this Agreement shall exclusively in such state courts, forsaking any other jurisdiction which either party may claim by virtue of its residency or other jurisdictional device. **BY ENTERING INTO THIS AGREEMENT, CABCONNECT AND COUNTY HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT. IF A PARTY FAILS TO WITHDRAW A REQUEST FOR A JURY TRIAL IN A LAWSUIT ARISING OUT OF THIS AGREEMENT AFTER WRITTEN NOTICE BY THE OTHER PARTY OF VIOLATION OF THIS SECTION, THE PARTY MAKING THE REQUEST FOR JURY TRIAL SHALL BE LIABLE FOR THE REASONABLE ATTORNEYS' FEES AND COSTS OF THE OTHER PARTY IN CONTESTING THE REQUEST FOR JURY TRIAL, AND SUCH AMOUNTS SHALL BE AWARDED BY THE COURT IN ADJUDICATING THE MOTION.**

10.18 AMENDMENTS

The Parties may amend this Agreement to conform to changes in federal, state, or local laws, regulations, directives, and objectives. No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by the Board and CABCONNECT or others delegated authority to or otherwise authorized to executive same on their behalf.

10.19 PRIOR AGREEMENTS

This document represents the final and complete understanding of the Parties and incorporates or supersedes all prior negotiations, correspondence, and conversations, agreements, and understandings applicable to the matters contained herein. There is no commitment, agreement, or understanding concerning the subject matter of this Agreement that is not contained in this written document. Accordingly, no deviation from the terms hereof shall be predicated upon any prior representation or agreement, whether oral or written.

10.20 PAYBALE INTEREST

10.20.1 Payment of Interest. Except as required by the Broward County Prompt Payment Ordinance, COUNTY shall not be liable for interest for any reason, whether as prejudgment interest or for any other purpose, and in furtherance thereof CABCONNECT waives, rejects, disclaims and surrenders any and all entitlement it has or may have to receive interest in connection with a dispute or claim based on or related to this Agreement.

10.20.2 Rate of Interest. In any instance where the prohibition or limitations of Section 12.20.1 are determined to be invalid or unenforceable, the annual rate of interest payable by COUNTY under this Agreement, whether as prejudgment interest or for any other purpose, shall be .025 percent simple interest (uncompounded).

10.21 INCORPORATION BY REFERENCE

The truth and accuracy of each “Whereas” clause set forth above is acknowledged by the Parties. The attached Exhibits “A” through “D,” are incorporated into and made a part of this Agreement. CABCONNECT’s proposal is hereby incorporated by reference and made a part of this Agreement.

10.22 REPRESENTATION OF AUTHORITY

Each individual executing this Agreement on behalf of a party hereto hereby represents and warrants that he or she is, on the date he or she signs this Agreement, duly authorized by all necessary and appropriate action to execute this Agreement on behalf of such party and does so with full legal authority.

10.23 LIVING WAGE REQUIREMENT

To the extent CABCONNECT is a “covered employer” within the meaning of Section 26-102, Broward County, Code of Ordinances, CABCONNECT shall pay to all of its employees providing “covered services,” as defined therein, a living wage as required by such ordinance, and CABCONNECT shall fully comply with

the requirements of such ordinance, and shall satisfy, comply with, and complete all of the obligations set forth herein.

10.24 MULTIPLE ORIGINALS

Multiple copies of this Agreement may be executed by all Parties, each of which, bearing original signatures, shall have the force and effect of any original document.

10.25 DOMESTIC PARTNERSHIP REQUIREMENT

CABCONNECT certifies and represents that it will comply with COUNTY's Domestic Partnership Act, Section 16½–157, Broward County Code of Ordinances, during the entire term of the Agreement, entitling COUNTY to comply shall be a material breach of this Agreement, entitling COUNTY to pursue any and all remedies provided under applicable law including, but not limited to (1) retaining all monies due or to become due CABCONNECT until CABCONNECT complies; (2) termination of the Agreement; (3) and suspension or debarment of CABCONNECT from doing business with COUNTY.

10.26 DRUG-FREE WORKPLACE

It is a requirement of COUNTY that it enter into contracts only with firms that certify the establishment of a drug-free workplace in accordance with Chapter 21.31(a)(2) of the Broward County Procurement Code. Execution of this Agreement by CABCONNECT shall serve as CABCONNECT's required certification that it either has or that it will establish a drug-free workplace in accordance with Section 287.087, Florida Statutes, and Chapter 21.31(a)(2) of the Broward County Procurement Code.

10.27 CONTINGENCY FEE

CABCONNECT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CABCONNECT, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for CABCONNECT, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For a breach or violation of this provision, COUNTY shall have the right, at its discretion, to terminate this Agreement without liability, or to deduct from this Agreement price or otherwise recover the full amount of such fee, commission, percentage, gift, or consideration.

(The remainder of this page is intentionally left blank.)

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement: BROWARD COUNTY, through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Mayor or Vice-Mayor, authorized to execute same by Board action on the ____ day of _____, 20__, and CABCONNECT, signing by and through its _____, duly authorized to execute same.

COUNTY

ATTEST:

BROWARD COUNTY, by and through its Board of County Commissioners

Broward County Administrator, as Ex-officio Clerk of the Broward County Board of County Commissioners

By _____
Mayor
____ day of _____, 20__

Approved as to form by
Andrew J. Meyers
Broward County Attorney
Government Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600
Telecopier: (954) 357-7641

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Insurance requirements
Approved by Broward County
Risk Management Division

Signature (Date)

By _____
Claudia Capdesuner (Date)
Assistant County Attorney

Risk Management Division

Print name and Title above

By _____
Angela J. Wallace (Date)
Deputy County Attorney

AGREEMENT BETWEEN BROWARD COUNTY AND CABCONNECT, LLC. FOR
PARATRANSIT RIDER'S CHOICE PILOT PROGRAM SERVICES

CABCONNECT, LLC.

WITNESSES:

By _____
____ day of _____, 20____

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SCHEDULE A

Requirements, Design, and Project Management.

1. PROJECT SCOPE

- 1.1. Table A-1 specifies the Project Services to be executed by CCI under the terms of this Agreement. The deliverables under this Agreement are described in Section 3 below.
- 1.2. Release dates specified in the applicable Schedule(s) are estimates only and subject to change. In no event shall CCI be deemed in breach of this agreement as a result of any delays in releasing software or firmware upgrades.
- 1.3. Customer acknowledges that any changes imposed upon the third party system are the responsibility of the Customer and the third party provider.

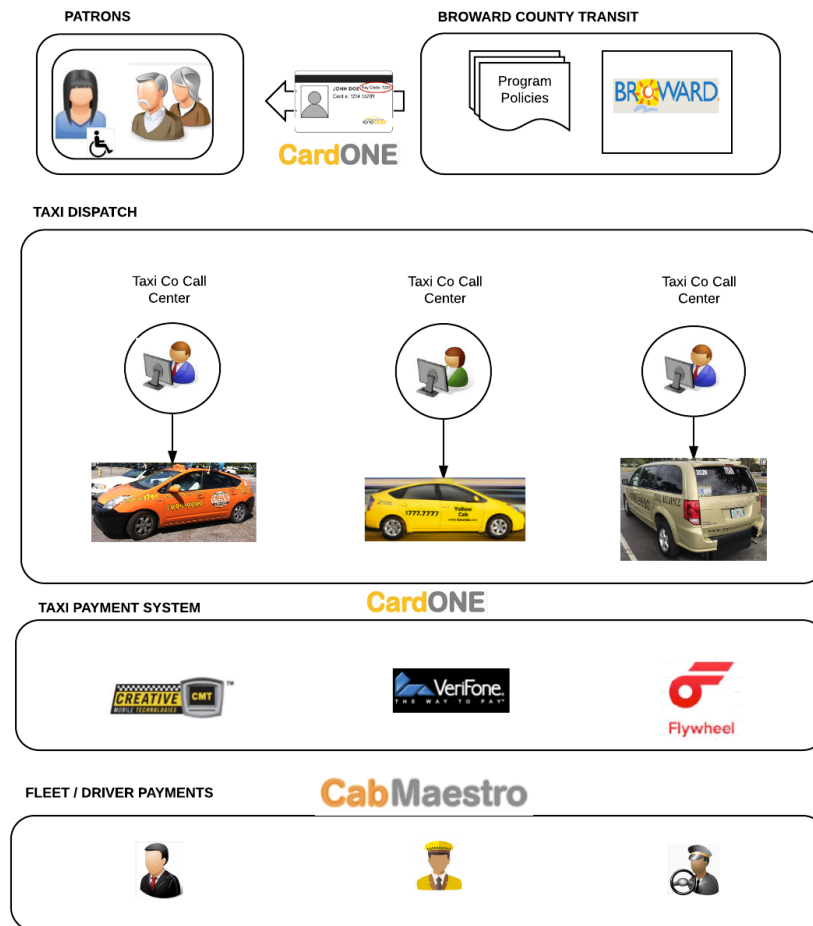


Table A-1: Project Elements

Description
<ul style="list-style-type: none"> • Work with Broward County Transit to develop and design the CardONE solution that will meet the requirements of the contract <ul style="list-style-type: none"> ○ Card Design

- Card Program Rules
- Taxi Service Provider participation
- Deploy technical infrastructure and resources to accommodate the card program configuration, data integration, reporting, and cashiering functionality for the program

2. PROJECT SCHEDULE

- 2.1. CCI will perform the Professional Services identified in Table A-1. In the event that the Customer requires additional changes, or wishes to modify the requested Feature/Enhancement, such effort will be provided under a separate Professional Services Agreement at CCI's standard Professional Service rates.
- 2.2. Upon receipt of a fully executed Professional Services Contract and the contract deposit, it is expected that CCI will complete the services outlined herein.
- 2.3. The timeline is subject to change in the event of delays imposed by contract dispute, force majeure, manufacturing delays, or Customer delays in fulfilling responsibilities under the Terms of this Contract. Except as expressly provided herein, CCI accepts no liability for late completion.
- 2.4. The duration of this phase of the project is estimated to be last 1 week from the start of the project.

- * **Infrastructure Deployment for CardONE: \$1,000**
- * **Infrastructure Deployment for CabMaestro: \$1,500**
- * **Project Management: \$2,500**
- * **Term: 1 week**

Total Cost: \$5,000

SCHEDULE B Implementation

3. PROJECT SCOPE

- 3.1. Table B-1 specifies the Project Services to be executed by CCI under the terms of this Agreement. The deliverables under this Agreement are described in Section 3 below.
- 3.2. Release dates specified in the applicable Schedule(s) are estimates only and subject to change. In no event shall CCI be deemed in breach of this agreement as a result of any delays in releasing software or firmware upgrades.
- 3.3. Customer acknowledges that any changes imposed upon the third party system are the responsibility of the Customer and the third party provider.

Table B-1: Project Elements

Description
<ul style="list-style-type: none"> • CardONE <ul style="list-style-type: none"> ○ Order Cards ○ Import Patrons into CardONE ○ Configure auto-loading process of Rides on Card ○ BCT Training ○ BCT to distribute cards • Taxi Service Providers (CabMaestro) <ul style="list-style-type: none"> ○ Establish Cabconnect Corporate Account with Taxi Fleets ○ Configure CabMaestro for Cashiering and Payments <ul style="list-style-type: none"> ▪ Pay the Fleet vs Pay the Driver

4. PROJECT SCHEDULE

- 4.1. CCI will perform the Professional Services identified in Table B-1. In the event that the Customer requires additional changes, or wishes to modify the requested Feature/Enhancement, such effort will be provided under a separate Professional Services Agreement at CCI's standard Professional Service rates.
- 4.2. Upon receipt of a fully executed Professional Services Contract and the contract deposit, it is expected that CCI will complete the services outlined herein.
- 4.3. The timeline is subject to change in the event of delays imposed by contract dispute, force majeure, manufacturing delays, or Customer delays in fulfilling responsibilities under the Terms of this Contract. Except as expressly provided herein, CCI accepts no liability for late completion.
- 4.4. The duration of this phase of the project is estimated to be last 2 to 3 weeks from the start of the project.

*** Card Cost: \$1.50/card (minimum order = 500 cards)**

*** Term: Up to 3 weeks**

Estimated Cost: \$750

SCHEDULE C Pilot Launch.

5. PROJECT SCOPE

- 5.1. Table C-1 specifies the Project Services to be executed by CCI under the terms of this Agreement. The deliverables under this Agreement are described in Section 3 below.
- 5.2. Release dates specified in the applicable Schedule(s) are estimates only and subject to change. In no event shall CCI be deemed in breach of this agreement as a result of any delays in releasing software or firmware upgrades.
- 5.3. Customer acknowledges that any changes imposed upon the third party system are the responsibility of the Customer and the third party provider.

Table C-1: Project Elements

Description
<ul style="list-style-type: none"> • Processing CardONE transactions • Cashiering Fleets and Drivers • Reporting

6. PROJECT SCHEDULE

- 6.1. CCI will perform the Professional Services identified in Table C-1. In the event that the Customer requires additional changes, or wishes to modify the requested Feature/Enhancement, such effort will be provided under a separate Professional Services Agreement at CCI's standard Professional Service rates.
- 6.2. Upon receipt of a fully executed Professional Services Contract and the contract deposit, it is expected that CCI will complete the services outlined herein.
- 6.3. The timeline is subject to change in the event of delays imposed by contract dispute, force majeure, manufacturing delays, or Customer delays in fulfilling responsibilities under the Terms of this Contract. Except as expressly provided herein, CCI accepts no liability for late completion.
- 6.4. The duration of this phase of the project is estimated to be last 12 months from when the pilot launches. Target start date: January 2018.

- * **CardONE Transaction Fee: \$0.35/transaction**
- * **Estimated # of trips for year = 90,000**
- * **Minimum Fee: \$1,000/month**
- * **Term: 12 months**

NOTE:

- **Costs for paying drivers is not in scope of this contract.**
- **Taxi Provider costs for processing CardONE is out of scope of this contract**

Total Estimated Cost: 90,000 x \$0.35 = \$31,500

Support Service Level



Izzy Aala
CEO
714 East Monument Avenue
Dayton, OH 45402

May 20, 2016

Help Desk

All support for the CardONE solution is handled by the Cabconnect help desk. Cabconnect's help desk is staffed from 8:00 AM through 5:00 PM CDT on weekdays (Outside these times support is handled by after-hours off-site support staff). The notification can be done by either phone or email. Should a live operator be unavailable messages left in voicemail will be automatically converted into emails and send to support.

Contact:

Cabconnect, Inc
714 E. Monument Avenue, Ste 107
Dayton OH 45402
773-282-3565 ext. 1
(Support) support@cabconnect.com

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Upon notification by any of the parties involved or by means of the monitoring solutions involved the help desk will open a trouble ticket and determine the cause and action to resolve the issues.

Outside of the normal help desk hours all phone and email notifications are automatically forwarded to the engineer on call. All engineers are fully equipped with laptops, email enabled phones, and wireless high-speed network access cards (3G-enabled where available).

Any support issue involving third-party vendors will be handled by Cabconnect in similar fashion.

Trouble Ticket and Resolution Process

Cabconnect will compile all available data in order to determine possible cause of the event and to create a resolution plan. This information is obtained from a number of sources including network monitoring and diagnostic tools as well as information provided by the customer when applicable. Once compiled, Cabconnect support will either resolve the issue or refer the ticket to the appropriate development and engineering staff for further diagnostics and repair. In either case, whether support team resolves the issue directly or refers the ticket to another team member, the support team maintains ownership of the ticket from opening until closure.

This insures that:

- Customers are kept current on ticket status and resolution time frames.

- Resolutions occur in a timely manner and are reported to the customer.
- Escalations both technical and administrative are performed according to established procedures

Trouble Ticket System

Cabconnect utilizes an online system called ZenDesk as trouble ticket system.

Tickets are assigned a priority level upon creation. This priority level indicates the extent of the event and the effect it has on the service. The priority level is used to determine the resources allocated for resolving the ticket, time frames for resolution and escalation matrix. There are four priority levels for all service issues:

Ticket Type	Priority	Description
Outage	1	Loss of service that cannot be circumvented.
Degraded	2	Service is partially interrupted or impaired and cannot be circumvented.
Degraded	3	A single isolated quality incident has been reported and service interruption can be circumvented.
Request	4	Technical assistance, testing, or request for assistance

Priority/Severity Levels

Tickets are assigned a priority level upon creation. This priority level indicates the extent of the event and the effect it has on CardONE service. This priority level is used to determine the resources allocated for resolving the ticket, time frames for resolution and the escalation matrix. Cabconnect uses four priority levels for service issues.

Priority 1: This is the highest priority level. A priority 1 incident means that the customer experiences a loss of service that cannot be circumvented. The customer cannot perform business functions: Any dedicated access location with a down hard outage – out of service.

All tickets that result in CardONE being unavailable for Paratransit transaction processing are assigned a Priority 1 level.

Priority 2: A priority 2 is assigned when web services, data or CardONE service is partially interrupted or impaired and cannot be circumvented.

Priority 3: A priority 3 is assigned when a single isolated quality incident has been reported and service interruption can be circumvented. Cabconnect has been able to provide an alternative to the customer such that they may continue to conduct business normally.

Priority 4: A priority 4 incident has no direct impact on service. Priority 4 incident records are normally used for information purposes, to track upgrades, to track requests, and planned or demand maintenance and included in the trouble ticket system for tracking purpose and as knowledgebase entry for support staff. The request itself is handled by change management.

Communication

Communication between Cabconnect and Broward County during service restoration occurs as follows:

For Priority 1 Faults

After initial diagnostics (Notification can only be given when it is determined that an issue actually occurred and i.e. is not based on a faulty sensor) Cabconnect will immediately update Broward County. If projected resolution process and time are unavailable upon first contact; they will be supplied to Broward County as soon as the information becomes available. Updates are made every 60 minutes or at a regular basis.

For Priority 2 Faults

After initial diagnostics Cabconnect will immediately update Broward County. If projected resolution process and time are unavailable upon first contact; they will be supplied to Broward County as soon as the information becomes available. Updates are made every 4 hours.

For Priority 3 Faults

Notifications are made on a regular base with updates to the ticket.

For Priority 4 Faults

Notifications are made with updates to the ticket.

Broward County personnel will have individual login credentials into the system and able to create and maintain their own tickets. Each update to a ticket triggers an email to the involved personnel.

Corrective Action

Cabconnect will respond to any issue as outlined in this document and take corrective action. The process ensures fast incident resolution to minimize unforeseen downtime. Broward County gets an initial qualitative response within 1 hour for priority 1 issues and within 4 hours for priority 2 issues. For Priority

1 issues, Cabconnect will immediately begin a correction, a work-around, or action plan within a guaranteed timeframe of four hours. That action plan will include:

- Status of the resolution process;
- Cabconnect's plan for next steps to resolve the problem;
- Estimate of required cooperation from Broward County and/or partners (i.e. hosting provider, IVR hosting provider);
- Date and time for the next status update; and,
- Due dates for actions taken by Cabconnect (to the extent it is possible to set dates). Cabconnect will also provide regular status updates on its success in processing Priority 1 messages. Such updates will include the results from actions already taken, the planned next steps, and the date and time for the next status update.

In addition, Cabconnect will ensure that Priority 2 issues are resolved under an accelerated timeframe.

All incidents of priority levels 1, 2, or 3 will result in a management review. Based upon its findings Cabconnect will subsequently develop a corrective action plan and present it to Broward County through the normal change management process. Once approved, developed, tested, and implemented it will help avoid a repeat of the fault.

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INSURANCE REQUIREMENTS

Project: Paratransit Pilot Program

Contract Manager: Tanisha Boynton

TYPE OF INSURANCE	ADDL INSD	SUBR WVD	MINIMUM LIABILITY LIMITS		
				Each Occurrence	Aggregate
GENERAL LIABILITY - Broad form <input checked="" type="checkbox"/> Commercial General Liability <input checked="" type="checkbox"/> Premises-Operations <input type="checkbox"/> XCU Explosion/Collapse/Underground <input checked="" type="checkbox"/> Products/Completed Operations Hazard <input checked="" type="checkbox"/> Contractual Insurance <input checked="" type="checkbox"/> Broad Form Property Damage <input checked="" type="checkbox"/> Independent Contractors <input checked="" type="checkbox"/> Personal Injury Per Occurrence or Claims-Made: <input checked="" type="checkbox"/> Per Occurrence <input type="checkbox"/> Claims-Made Gen'l Aggregate Limit Applies per: <input type="checkbox"/> Project <input type="checkbox"/> Policy <input type="checkbox"/> Loc. <input type="checkbox"/> Other _____	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Bodily Injury		
			Property Damage		
			Combined Bodily Injury and Property Damage	\$1,000,000	\$2,000,000
			Personal Injury		
			Products & Completed Operations		
AUTO LIABILITY <input checked="" type="checkbox"/> Comprehensive Form <input checked="" type="checkbox"/> Owned <input checked="" type="checkbox"/> Hired <input checked="" type="checkbox"/> Non-owned <input checked="" type="checkbox"/> Any Auto, If applicable <i>Note: May be waived if no driving will be done in performance of services/project.</i>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Bodily Injury (each person)		
			Bodily Injury (each accident)		
			Property Damage		
			Combined Bodily Injury and Property Damage	\$1,000,000	
<input type="checkbox"/> EXCESS LIABILITY / UMBRELLA Per Occurrence or Claims-Made: <input type="checkbox"/> Per Occurrence <input type="checkbox"/> Claims-Made <i>Note: May be used to supplement minimum liability coverage requirements.</i>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	DRAFT		
<input checked="" type="checkbox"/> WORKER'S COMPENSATION <i>Note: U.S. Longshoremen & Harbor Workers' Act & Jones Act is required for any activities on or about navigable water.</i>	N/A	<input checked="" type="checkbox"/>	Each Accident	STATUTORY LIMITS	
<input checked="" type="checkbox"/> EMPLOYER'S LIABILITY			Each Accident	\$500,000	
<input checked="" type="checkbox"/> PROFESSIONAL LIABILITY (ERRORS & OMISSIONS) All engineering, surveying and design professionals.	N/A	<input checked="" type="checkbox"/>	If claims-made form:	\$1,000,000	
			Extended Reporting Period of:	2 years	
			*Maximum Deductible:	\$10 k	
<input type="checkbox"/> Installation floater is required if Builder's Risk or Property are not carried. <i>Note: Coverage must be "All Risk", Completed Value.</i>			If claims-made form:	\$ _____	Completed Value
			Extended Reporting Period of:	_____ years	
			*Maximum Deductible:	\$10 k	
Description of Operations: "Broward County" shall be listed as Certificate Holder and endorsed as an additional insured for liability. Policies shall be endorsed to provide 30 days written notice of cancellation to Certificate Holder, 10 days' notice of cancellation for non-payment. Contractors insurance shall provide primary coverage and shall not require contribution from Certificate Holder. *Contractor is responsible for all Deductibles.					

CERTIFICATE HOLDER:

Broward County
 115 South Andrews Avenue
 Fort Lauderdale, Florida 33301

 Risk Management Division

This Professional Services Agreement is made by and between:

Cabconnect, Inc.
714 E. Monument Ave.
Suite 134
Dayton, OH 45402

AND:

Broward County Transit
1 N. University Drive, Room 3100A
Plantation, Florida 33324

Hereinafter referred to as "CCI".

Hereinafter referred to as "Customer".

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, these parties wishing to be legally bound do hereby enter into this Agreement in accordance with the terms and conditions stated herein.

1 DEFINITIONS

- 1.1 **"Agreement"** means this Professional Services Agreement and any Schedules appended hereto and referenced herein.
- 1.2 **"Engineer"** mean the CCI technical personnel who will perform the Services.
- 1.3 **"Party"** or **"parties"** means either CCI or Customer, or both, as the context requires.
- 1.4 **"Project Manager"** means the CCI primary point of contact under this Agreement, having responsibility for performance of the Services.
- 1.5 **"Project Administrator"** means the Customer technical authority responsible for support of CCI through the duration of the Services, having sufficient technical background to support CCI during the provision of the Services and who will have on-going responsibility for the operation of the System following the completion of the Services.
- 1.6 **"Project Authority"** means the Customer primary point of contact under this Agreement, having authority for the Customer's performance of its obligations under this Agreement.
- 1.7 **"Purchase Agreement"** means the Purchase Agreement(s) executed by the parties, under which CCI has or will provide software services (as defined therein) to the Customer for which the Services are provided under this Agreement.

- 1.8 **“Services Completion Date”** means the earlier of: (a) the Customer’s written acceptance; or (b) completion of the Services.
- 1.9 **“Services”** means, collectively, the Professional Services provided by CCI to the Customer under this Agreement, as more fully described in the Schedules.
- 1.10 **“System”** means the Customer operated and maintained infrastructure consisting of in-vehicle communications hardware, radio network, MDTs (optional), base station equipment (including the BSU), servers and software. Also included in the “system” is the CCI hosted Gateway and Cashiering/Backoffice system.

2 SCOPE

- 2.1 Customer has purchased and CCI has agreed to supply, on a non-exclusive basis, the Services as specified in Table 1 and more fully described in the corresponding Schedule(s).

Table 1:

Schedule	Description
A	<ul style="list-style-type: none"> • Phase 1: Requirements, Design, Project Management
B	<ul style="list-style-type: none"> • Phase 2: Implementation
C	<ul style="list-style-type: none"> • Phase 3: Pilot Launch

- 2.2 This Professional Services Contract provisions solely for the development of software enhancements or features explicitly specified within this Contract or its applicable Schedules, to be made available according to CCI Release Schedules and for deployment in connection with System elements provided by CCI under the terms of separate Purchase Contract(s) between CCI and the Customer. To the extent Customer requires any additional on-going support of CCI deliverables under this Agreement, Customer must obtain such services pursuant to the applicable CCI services or support agreements.

3 DELAYS

- 3.1 CCI will use reasonable efforts to deliver all services and deliverables under this Agreement. However, the Customer understands and acknowledges that to the extent that certain developments under this Agreement are constrained by technology limitations inherent in the existing equipment or software, such services are provided on a best-efforts basis within the allocated labor budget specified in the applicable Schedule(s).
- 3.2 In the event of third party or Customer-caused delays, the Customer acknowledges that additional costs will be incurred at CCI’s then prevailing rates. Should it become evident that additional charges may be incurred or additional services requested, CCI will provide the Customer with written notice of the additional services required or charges to be incurred, and will obtain written approval from the Customer before proceeding further. Should such written approval not be granted within 10 business days, the parties agree that CCI will cease to provide all Services, until such time as the parties arrive at a mutual agreement with respect thereto. Should the parties be unable to agree upon services and charges within 15 days of the date that work originally ceased, Section 14.3 (Arbitration) shall apply and CCI shall not be considered to be in breach of this Agreement.

4 PAYMENT

- 4.1 In consideration of CCI’s performance of the Services Customer agrees to pay to CCI the fees and expenses in accordance with Table 2. All payments will be due and payable on the date of CCI’s invoice to Customer. All payments will be made in the currency as indicated in Table 2.

Table 2:

Date (DD/MM/YY)	Payment (USD)	Milestone
Due upon Execution of Agreement Phase 1: 1 week	\$5,000	Phase 1 Start. Week 1
Phase 2: 2 weeks	\$750.00	Card Order
Phase 3: 12 months	\$31,500	Pilot Launch: January 2018
Project Total	\$37,250	

- 4.2 Labor estimates specified in the applicable Schedule(s) represent the maximum time that CCI has allocated for each applicable Service provided under this Agreement.
- 4.3 Release dates specified in the applicable Schedule(s) are estimates only and subject to change. In no event shall CCI be deemed in breach of this agreement as a result of any delays in releasing software upgrades.
- 4.4 The "Deposit" Milestone Payment is due upon Execution. CCI will only commence the services upon receipt of the executed agreement and the Deposit payment.
- 4.5 For all other Milestone payments: should Customer fail to make payment of within 15 days of date of invoice, CCI shall have the right to: (i) cease provision of the Services until payment is received and to revise project schedules accordingly; and (ii) terminate this Agreement. Should Services Completion be achieved earlier than the scheduled time frame in this agreement, all remaining Milestone payments will be invoiced and due at the time of Services Completion.

5 CHANGE ORDERS

- 5.1 In the event the Customer wishes to request a change in the Services, or if the Customer request that CCI provide Professional Services outside of the scope of the Services, the Customer agrees that it will prepare a written change request. CCI will evaluate and respond to any change request as quickly as CCI's commitments to the Customer and others permits and will advise the Customer in writing of any impact on the cost and delivery of Services as a result of any proposed change. Upon written confirmation from the Project Authority, CCI will proceed with the change, at the price and upon the terms agreed upon and the applicable Change Order will be appended to and governed by this Agreement accordingly.
- 5.2 CCI reserves the right to charge the Customer, at its current standard rates, for any time spent evaluating and responding to Customer initiated Change Requests that the Customer elects not to implement.

6 CCI RESPONSIBILITIES

- 6.1 CCI will appoint a Project Manager and assign Engineers to execute individual tasks and deliverables associated with the Services.
- 6.2 All CCI communications and deliverables will be transmitted to the Project Manager, who will be solely responsible for passing these on to the appropriate personnel or third party. CCI will not contact or respond to any other personnel of Customer unless explicitly requested to do so by the Project Manager.

7 CUSTOMER RESPONSIBILITIES

- 7.1 The Customer will appoint a Project Authority and Project Administrator. The Project Administrator must be available during regular business hours, evenings, and weekends as may be required to maintain project schedules.

8 OWNERSHIP

- 8.1 CCI owns all right, title, and interest, including all copyright and all other intellectual property rights whether now known or hereinafter discovered or developed, in and to the deliverables delivered by CCI hereunder, or any other products or materials provided hereunder or in connection herewith. To enable Customer to use the deliverables, CCI grants to Customer a limited, non-exclusive, revocable license to use the deliverables solely for Customer's internal business purposes and not for the purposes of resale, re-licensing or other distribution.

9 EXCLUSIONS

- 9.1 This Agreement provides for certain Services to be provided by CCI to the Customer. However, Customer acknowledges and agrees that the Services and equipment provided by CCI are dependent upon the activities of the Customer, third parties or factors beyond the control of CCI. Customer acknowledges and agrees that this Agreement does not apply to, and Services do not include:
- (a) the installation, configuration, operation, or performance of Customer or their Service Provider's radio infrastructure, and dispatch system
 - (b) representations, warranties or indemnities from third party suppliers of products (whether supplied by CCI or otherwise) or services
 - (c) the Customer obtaining and maintaining the necessary licenses and approvals from third parties or delays caused by Customer or third parties.

10 LIMITATION OF LIABILITY

- 10.1 CCI represents to Customer that the Services provided hereunder will be provided in a professional and workmanlike manner. In the event of breach of this warranty, CCI will re-perform the Services in conformance with this warranty.
- 10.2 EXCEPT AS EXPRESSLY WARRANTED IN SECTION 10.1, THE SERVICES ARE SUPPLIED ON AN "AS IS" BASIS AND THERE ARE NO WARRANTIES, REPRESENTATIONS OR CONDITIONS, EXPRESS OR IMPLIED, WRITTEN OR ORAL, ARISING BY STATUTE, OPERATION OF LAW, COURSE OF DEALING, USAGE OF TRADE OR OTHERWISE, REGARDING THEM OR ANY EQUIPMENT OR OTHER SERVICE PROVIDED HEREUNDER OR IN CONNECTION HERewith BY CCI (INCLUDING WITHOUT LIMITATION, NON-CCI EQUIPMENT). CCI DISCLAIMS ANY IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, SATISFACTORY QUALITY, MERCHANTABILITY, DURABILITY, FITNESS FOR A PARTICULAR PURPOSE TITLE AND NON-INFRINGEMENT.
- 10.3 NO REPRESENTATION OR OTHER AFFIRMATION OF FACT, INCLUDING BUT NOT LIMITED TO STATEMENTS REGARDING PERFORMANCE OF THE SERVICES SHALL BE DEEMED TO BE A WARRANTY, CONDITION OR REPRESENTATION BY CCI. NO AGREEMENTS VARYING OR EXTENDING THE TERMS OF SECTION 9.1 WILL BE BINDING ON CCI UNLESS IN WRITING AND SIGNED BY AN AUTHORIZED SIGNING OFFICER OF CCI. CCI DOES NOT REPRESENT OR WARRANT THAT THE SERVICES WILL MEET ANY OR ALL OF CUSTOMER'S PARTICULAR REQUIREMENTS. WITHOUT LIMITING THE FOREGOING, CCI DOES NOT REPRESENT OR WARRANT THAT THE CCI SUPPLIED EQUIPMENT OR SOFTWARE WILL BE CAPABLE OF INTERFACE WITH CUSTOMER SUPPLIED RADIOS OR THIRD PARTY SOFTWARE APPLICATIONS.
- 10.4 CCI'S OR ITS SUPPLIERS' OR LICENSORS' LIABILITY ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT SHALL BE LIMITED TO THE RECOVERY OF CUSTOMER'S PROVEN DIRECT DAMAGES. IN NO EVENT WILL CCI OR ITS SUPPLIERS OR LICENSORS BE LIABLE FOR ANY LOSS OF USE, DATA OR

PROFITS, DELAYS IN SHIPMENT, OR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES WHATSOEVER WHETHER FOR BREACH OF CONTRACT (INCLUDING FUNDAMENTAL BREACH), TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, WHETHER OR NOT CCI WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR THEY WERE FORESEEABLE. THE AGGREGATE LIABILITY OF CCI, ITS SUPPLIERS AND LICENSORS, WHETHER FOR NEGLIGENCE, BREACH OF CONTRACT, FUNDAMENTAL BREACH, MISREPRESENTATION OR OTHERWISE SHALL IN NO CASE EXCEED THE AMOUNT PAID BY CUSTOMER TO CCI PURSUANT TO THIS AGREEMENT WITHIN THE 12 MONTHS PRECEDING THE CLAIM. NO CLAIM MAY BE BROUGHT BY THE CUSTOMER MORE THAN TWO (2) YEARS AFTER THE EVENT GIVING RISE TO THE CLAIM

- 10.5 THE SYSTEM IS NOT FAULT-TOLERANT AND IS NOT DESIGNED, MANUFACTURED, OR INTENDED FOR USE OR RESALE AS EQUIPMENT FOR USE IN HAZARDOUS ENVIRONMENTS REQUIRING FAIL-SAFE PERFORMANCE, SUCH AS AIRCRAFT NAVIGATION, OR COMMUNICATION SYSTEMS, AIR TRAFFIC CONTROL, OR WEAPONS SYSTEMS, IN WHICH THE FAILURE OF THE SYSTEM COULD LEAD DIRECTLY TO DEATH, PERSONAL INJURY, OR SEVERE PHYSICAL OR ENVIRONMENTAL DAMAGES. CCI DOES NOT REPRESENT OR WARRANT THAT THE SYSTEM OR SERVICES WILL MEET ANY OR ALL OF CUSTOMER'S PARTICULAR REQUIREMENTS, THAT THE SYSTEM WILL OPERATE ERROR-FREE OR UNINTERRUPTED OR THAT ALL ERRORS OR DEFECTS IN THE SYSTEM CAN BE FOUND TO BE CORRECTED.
- 10.6 WARRANTIES (IF ANY) PROVIDED BY THIRD PARTY SUPPLIERS WILL BE LIMITED TO THOSE AS EXPRESSLY GRANTED AND SET FORTH IN THE DOCUMENTATION ACCOMPANYING SUCH THIRD PARTY PRODUCTS. CUSTOMER WILL BE RESPONSIBLE FOR OBTAINING AND MAINTAINING ANY THIRD PARTY WARRANTIES (SUCH AS COMPLETION OF WARRANTY CARDS) AND FOR WARRANTY CLAIMS TO THIRD PARTY SUPPLIERS.

11 INDEMNITY

- 11.1 The Customer assumes all risks and liabilities for the Services purchased hereunder, and for injuries or deaths of persons and damage to property, howsoever arising, from or incident to such use, whether such injury or death be of agents or employees of the Customer or of third parties, and such damage be to property of the Customer or of others. The Customer shall indemnify, save and hold CCI, its officers, directors, employees, contractors, agents and representatives harmless from and against all losses, damages, actions, claims, suits, proceedings, penalties, liabilities, costs and expenses, including legal fees, howsoever arising or incurred because of or incident to the services or the use or alleged use thereof.

12 CONFIDENTIALITY

- 12.1 From time to time each party may have access to information of the other and each party agrees to keep confidential such any and all information with respect to the other party which it has received or may in future receive in connection with this Agreement, which shall include without limitation, the terms and conditions of this Agreement, the System and pricing (the "**Confidential Information**") and shall only disclose such information (i) to its agents, employees or representatives who have a need to know such information, for the purpose of performance under this Agreement and exercising the rights granted under this Agreement and who have entered into a non-disclosure agreement at least as protective of the disclosing party's confidential information as this Agreement, or (ii) to the extent required by applicable law or during the course of or in connection with any litigation, arbitration or other proceeding based upon or in connection with the subject matter of this Agreement, provided that the receiving party shall give the disclosing party reasonable notice prior to such disclosure and shall comply with any applicable protective order or equivalent.
- 12.2 Each party agrees to hold all Confidential Information in trust and confidence for the other and not to use same other than as expressly authorized under this Agreement. Each party agrees not to disclose any such Confidential Information without the prior written consent of the non-disclosing party, to anyone other than the disclosing party's employees who have a need to know same to carry out the rights granted hereunder or to agents, or contractors who have a need to know same to carry out the rights granted hereunder and with whom the disclosing party has a valid non-disclosure agreement. Each party agrees to protect the other party's

Confidential Information with the same standard of care and procedures which it uses to protect its own trade secrets and Confidential Information of like importance and, in any event, will adopt or maintain procedures reasonably calculated to protect such Confidential Information.

- 12.3 In recognition of the unique and confidential nature of the information disclosed by each party, it is agreed that each party's remedy for breach by the other party of its obligations under this Section 12 will be inadequate and the non-disclosing party will, in the event of such breach, be entitled to equitable relief, including without limitation, injunctive relief and specific performance, in addition to any other remedies provided hereunder or available at law.

13 TERM AND TERMINATION

- 13.1 This Agreement will be effective upon execution by both parties and will terminate upon completion of the Services, unless earlier terminated as provided herein.
- 13.2 Either party may terminate this Agreement on (a) the thirtieth (30th) day after it gives the other party written notice of a breach by that party of any material term or condition of this Agreement unless such breach is cured before that day (and in the case of Customer's non-payment, CCI may suspend performance of any services until all amounts are paid in full or such breach is remedied to CCI's satisfaction); or (b) upon written notice of termination, effective immediately, if a party has breached the provisions respecting confidentiality herein. This Agreement will automatically terminated without notice, effective immediately, after a receiver has been appointed in respect of the whole or a substantial part of the party's assets or a petition in bankruptcy or for liquidation is filed by or against a party.
- 13.3 In the event of termination of this Agreement as a result of completion of the Services: (a) Customer shall remit to CCI all payments due and owing for Services in accordance with Table 2; (b) any and all Confidential Information shall be returned or destroyed at the request of the disclosing party; and (c) the Customer shall return any equipment, hardware software or other materials of CCI not purchased under the Purchase Agreement.
- 13.4 In the event of termination of this Agreement pursuant to Section 13.2:
- (a) all Services shall be immediately terminated;
 - (b) Customer shall remit to CCI all payments due and owing for Services completed up to the terminate date within 30 days of termination;
 - (c) any and all Confidential Information shall be returned or destroyed at the request of the disclosing party;
 - (d) the Customer shall return any equipment, hardware software or other materials of CCI not purchased under the Purchase Agreement;
 - (e) CCI shall invoice the Customer for its reasonable wind up costs associated with termination of the Services.

14 MISCELLANEOUS

- 14.1 **Force Majeure.** Unless continuing for a period of ninety (90) consecutive days, or unless involving the payment of amounts due under this Agreement, no default, delay or failure to perform on the part of either party shall be considered a breach of the Agreement if such default, delay or failure to perform is shown to be due entirely to an event of Force Majeure, or to causes beyond the reasonable control of the defaulting party including without limitation, strikes, riots, civil disturbances, actions or inactions concerning governmental authorities, epidemics, war, embargoes, severe weather, fire, earthquakes, acts of God or the public enemy or default of a common carrier, interruptions of the Internet or failure of a third party telecommunications provider or internet service provider, always provided that the party so relieved of its obligations shall take reasonable steps to prevent, correct or amend such act or event which renders such obligations impossible.
- 14.2 **Notices.** Any notice, request, demand, consent or other communication provided or permitted hereunder shall be in writing and given by personal delivery, sent by registered mail, postage prepaid, with a copy transmitted by facsimile, addressed to the party for which it is intended at either the Ship To Address of the Customer or the

CCI address appearing on CCI's invoice forms as applicable. Either party may change its address for purposes of receipt of any such communication by giving 10 days prior written notice of such change to the other. Any notice so given shall be deemed to have been received on the date on which it was delivered or transmitted by facsimile, or, if mailed, on the 10th day following the mailing thereof.

- 14.3 **Dispute Resolution.** All matters in difference between the parties in relation to this Agreement shall be dealt with in accordance with this section. No provision hereof shall limit the right of any party to obtain equitable relief, including without limitation, injunctive relief, from a court of competent jurisdiction before, after or concurrent with mediation, arbitration or other proceeding. The parties agree that any continuing disputes arising from or related to this Agreement shall be decided by binding arbitration in Illinois.
- 14.4 **Currency.** Unless otherwise specifically provided in Table 2, all references to dollar amounts in this Agreement shall be in US currency and all payments required to be made under this Agreement and the Schedules hereto shall be made in US dollars.
- 14.5 **Entire Agreement.** This Agreement constitutes the entire agreement between the parties concerning the subject matter and supersedes all prior statements, representations, discussions, negotiations and agreements, both oral and written, including all pre-printed terms and conditions appearing on Customer's order forms, CCI's acknowledgment of order forms and CCI's invoice forms. All amendments and /or modifications require a mutual written agreement signed by authorized signing officers of both parties. No order, invoice or similar document will affect this Agreement even if accepted by the receiving party.
- 14.6 **Amendments: No Waiver.** No amendment to this Agreement shall be valid or binding unless set forth in writing and duly executed by both parties hereto. No waiver of any breach of any provision of this Agreement shall be effective or binding unless made in writing and signed by the party purporting to give the same and, unless otherwise provided in the written waiver, shall be limited to the specific breach waived. Neither of the party's rights to enforce provisions of this Agreement shall be affected by any prior course of dealing, waiver, delay, omission or forbearance. The parties agree to do all such things and to execute such further documents as may reasonably be required to give full effect to this Agreement.
- 14.7 **Severability.** If any one or more of the provisions of this Agreement shall be found to be illegal or unenforceable, this Agreement shall nevertheless remain in full force and effect, and such term or provision shall be deemed severed
- 14.8 **Independent Contractors.** Each party is an independent contractor. This Agreement does not establish a relationship of principal to agent, master to servant, employer to employee or franchisor to franchisee. Neither party has the authority to bind the other or incur any obligation on the other party's behalf.
- 14.9 **Non-Hiring.** Each party agrees that during the term of this Agreement and for a period of six (6) months thereafter, they will not solicit or hire employees of the other who have performed work relating to this Agreement without the other party's prior written consent.
- 14.10 **Assignment.** This Agreement shall inure to the benefit of and be binding upon the parties hereto, their respective heirs, administrators, successors, and permitted assigns. The Customer may not assign, encumber by security interest or pledge this Agreement in any manner, without the prior written consent of CCI, such consent not to be unreasonably withheld or delayed. An assignment or merger of Customer with a third party not a party to this Agreement will be deemed to be an assignment and subject to this provision.
- 14.11 **Governing Law.** This Agreement shall be interpreted in accordance with the substantive law of the State of Illinois.
- 14.12 **Survival.** The provisions of Sections 4, 8, 10, 11, 12, 13.3, 13.4 and 14 will survive the termination of this Agreement for any reason.
- 14.13 **Language.** The original of this Agreement has been written in English and Customer waives any right it may have under the laws of Customer's jurisdiction to have this Agreement written in any other language. Customer represents that it has the ability to read and write in English and has read and understands this Agreement. If this Agreement is translated into a language other than English, the English version and interpretation shall govern and prevail. All communications between the parties hereunder shall be in English.

14.14 **Counterparts.** This Agreement may be executed by facsimile or otherwise in any number of counterparts or duplicates each of which shall be an original but such counterparts or duplicates shall together constitute one and the same agreement.

This Agreement is **EFFECTIVE AS OF THE _____ DAY OF _____, 201__**, by authorized signing officers for each party and subject exclusively to the terms and conditions included herein.

Cabconnect, Inc.

THE CUSTOMER

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date Signed: _____

Date Signed: _____

DRAFT