



FIRST AMENDMENT TO AGREEMENT BETWEEN GLOBAL TRAFFIC TECHNOLOGIES AND BROWARD COUNTY

This First Amendment to the Agreement Between Global Traffic Technologies, LLC and Broward County is made and entered into by and between Broward County, a political subdivision of the State of Florida ("County"), and Global Traffic Technologies, LLC, a Delaware limited liability company registered to transact business in the State of Florida ("Provider") (County and Provider are collectively referred to as the "Parties" or each individually referred to as "Party").

RECITALS

- A. On October 13, 2015, County awarded an open-end contract to Provider, Quotation No. C1354902Q1, Opticom Traffic Signal Preemption Equipment, for certain equipment (the "2015 Agreement"). This First Amendment replaces the terms of the 2015 Agreement in its entirety, and is hereinafter referred to as the "Agreement."
- B. Provider is the sole provider of certain Software, which provides a platform to manage, maintain and monitor field devices and network components of traffic systems, including the performance of fire-rescue signal preemption equipment. Provider was designated a sole source brand standardized provider by the County by action of the Board on October 13, 2015.
- C. This Agreement is intended to allow County to procure Software and Software support services from Provider, as well as to continue to acquire Equipment (as those terms are defined herein).

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

ARTICLE 1. EFFECT OF FIRST AMENDMENT

This Agreement replaces the 2015 Agreement (as set forth in Quotation No. C1354902Q1) in its entirety as of the last date of signature by the Parties ("Effective Date").

ARTICLE 2. DEFINITIONS

- 2.1 Board. The Board of County Commissioners of Broward County, Florida.
- 2.2 Business hours or business day. 7 a.m. to 7 p.m. Eastern Time during weekdays that are not County holidays and on which County has not otherwise declared its offices closed.
- 2.3 Contract Administrator. The Information Systems Administrator of County's Enterprise Technology Services or such other person as designated by County in writing.
- 2.4 Designated Equipment. Any Equipment that meets the applicable minimum specifications that is to be used in connection with the applicable Software.

2.5 Documentation. All manuals, user documentation, specifications, and other related materials pertaining to the Software, Equipment, or System that Provider customarily furnishes to licensees of the Software or purchasers of the services covered by this Agreement.

2.6 Equipment. The equipment, parts, or other hardware goods purchased by or provided to County by Provider pursuant to this Agreement, including by way of an Order Document, including any embedded firmware incorporated therein.

2.7 License Fee. The fee associated with granting County use of the Software as outlined in Exhibit B (Payment Schedule).

2.8 Order Document. A purchase order or Work Authorization.

2.9 Purchasing Director. The Broward County Purchasing Director as appointed by the Broward County Administrator.

2.10 Services. All required installation, integration, programming, configuration, customization, and enhancement services, together with necessary and appropriate consulting, training, and project management services, to meet County's ongoing needs in connection with the System, as further specified in Exhibit A or otherwise purchased by the County by way of a Work Authorization.

2.11 Software. All Provider proprietary or third-party software provided or licensed to County by Provider pursuant to this Agreement or an applicable Order Document, including the computer programs (in machine readable object code form) listed in Exhibit A and any subsequent updates, upgrades, releases, or enhancements thereto.

2.12 Support and Maintenance Services. The maintenance and support required to maintain optimal performance of the System as described in the Documentation and Exhibit C, as well as the support and maintenance services required for County to achieve and maintain optimal performance of the Software.

2.13 System. Collectively, the Software, Equipment, and other products and Services being provided to County pursuant to this Agreement.

The following exhibits are attached hereto and incorporated into this Agreement:

| | |
|------------------|---|
| Exhibit A | Statement of Work |
| | Schedule 1 Equipment Schedule |
| | Schedule 2 Required Reports |
| Exhibit B | Payment Schedule |
| Exhibit C | Support and Maintenance Services |
| Exhibit D | Insurance Coverages |
| Exhibit E | Work Authorization Form |
| Exhibit F | Optional Services |

If there is a conflict or inconsistency between any provision contained in Articles 1 - 14 and any provision contained in any of the Exhibits or Schedules, the provision of Articles 1 - 14 shall prevail and be given effect unless expressly stated to the contrary.

ARTICLE 3. SOFTWARE LICENSE, EQUIPMENT & SERVICES

3.1 Software License. Provider grants to County a perpetual, royalty free, nonexclusive license to use the firmware embedded in the Equipment as necessary to use the Equipment for the purposes intended in the accompanying documentation. Provider grants to County a nonexclusive, nonassignable, and nontransferable license to use the Software in accordance with any accompanying Documentation. The Software is licensed, not sold, to County by Provider. County owns the disc or other media on which the Software was provided by Provider, but Provider and/or its licensors retain title to, and ownership of, the Software, including any reproductions of the Software. The license granted hereunder permits County to make one (1) copy of the Software solely for backup purposes. County agrees that any such copies of the Software will contain the same proprietary notices which appear on and in the Software. The Software contains Provider and its licensors' copyrighted material, trade secrets, and other proprietary material. County may not decompile, reverse engineer, disassemble, or otherwise reduce the Software to a human-perceivable form. Provider represents that the structure, organization, and code of the Software are valuable trade secrets and confidential information of Provider. County may not modify, distribute, or create derivative works based upon the Software in whole or in part without the written permission of Provider.

3.1.1 This license grant is for use solely for County governmental and business purposes, including on- and off-site access and use of the Software and System by authorized persons or entities with which County may contract to operate the Software or System (or components thereof) on County's behalf, and for the benefit of and use by all governmental entities within County, including the offices of the County constitutional officers.

3.1.2 Authorized Users and Additional Licenses. Unless otherwise stated in Exhibit A (Statement of Work), County and any of its employees, agents, or suppliers of services shall have the right to concurrently operate and use the Software and System for County governmental or business purpose, subject to the license herein. If anything less than unlimited, concurrent use is expressly provided under this Agreement and additional licenses may be required, County's Purchasing Director is authorized to execute an Order Document to purchase additional licenses for the fee specified in Exhibit B.

3.1.3 Additional Uses. County may, if required by reason of an emergency, disaster, or operational need, or for testing of recovery resources, temporarily use the Software on recovery resources at no additional cost, including recovery resources that may not be owned by County. County may, at no additional cost, copy the Software for backup and archiving purposes for the purposes of support or maintenance by County or others hired by County to provide such support or maintenance. County may, at no additional cost, utilize a hosted environment, including

without limitation through a third-party hosting provider, for all otherwise permitted uses of the Software.

3.1.4 Prohibited Uses. Except as otherwise provided in this Agreement or required under Florida law, County shall not reproduce, publish, or license the Software to others. County shall not modify, reverse engineer, disassemble, or decompile the Software or any portion thereof, except (a) to the extent expressly authorized in Exhibit A, in which event such authorized actions shall be deemed within the license grant of Section 3.2, or (b) to the extent permitted under any applicable open source license.

3.1.5 Software as a Service. For the avoidance of doubt, this Agreement does not include software provided as a service. In the event County wishes to procure software as a service from Provider, the Parties will enter into a separate agreement or amend this Agreement.

3.2 Equipment. Through issuance of an appropriate Order Document (i.e., a purchase order if no installation or other Services are required from Provider; or a Work Authorization if installation or other Services are required from Provider), County may purchase Equipment available from Provider at the rates set forth in Exhibit B.

3.3 Scope of Services. Provider shall perform all Services specified in this Agreement, inclusive of the Exhibits, that this Agreement expressly requires Provider to perform. Unless stated otherwise in this Agreement, the Services required of Provider include all labor, materials, and tasks, whether or not enumerated in the Agreement, that are such an inseparable part of the Services that exclusion thereof would render Provider's performance impractical, illogical, or unconscionable.

3.4 Support and Maintenance Services. For so long as requested by County during the term of this Agreement, Provider shall provide Support and Maintenance Services to ensure the proper functioning and optimal performance of the System as set forth in the Documentation pursuant to the terms of Exhibit C. Support and Maintenance Services shall be invoiced and paid in accordance with the Payment Schedule set forth in Exhibit B.

3.4.1 Updates and Upgrades. For the duration of County's enrollment and payment per Exhibit B of any Support and Maintenance Services per this Agreement, Provider shall promptly provide to County, with advance notice and at no additional cost, any and all updates (error corrections, bug fixes, security updates, and patches) and upgrades to the Software (as well as any firmware included with the Equipment). All such updates and upgrades shall remain the sole property of Provider and shall be deemed to be included within the scope of the license granted under this Agreement. For the avoidance of doubt, new modules are not considered an update or an upgrade.

3.4.2 Compatibility. For the full term of this Agreement, Provider will ensure the continued compatibility of the Software and System with all major releases, updates, or upgrades of any third-party software used by County for access or operation of the System, including

without limitation Microsoft Windows and Microsoft SQL Server software. In the event Provider is not be able to support any third-party software update, upgrade, or new release that is not backwards compatible with the Software or System, Provider shall use all reasonable efforts to resolve such issues and to provide optimal functionality of the Software and System in accordance with this Agreement. If Provider is unable to provide continued optimal functionality of the Software and System in accordance with this Agreement due to any third-party software release, update, or upgrade, County shall be entitled to terminate the Agreement upon written notice with no further obligation to Provider.

3.4.3 Software Enhancements or Modifications. Upon agreement of the Parties, Provider shall incorporate certain features and enhancements into the licensed Software. Any such request shall be formalized into a Statement of Work that shall define in detail the services to be performed, the financial terms, and the proposed project staffing and schedule. Any such Statement of Work shall be incorporated into a Work Authorization, to the extent permitted by Section 3.6 below, or an amendment to this Agreement.

3.5 Other Equipment. County may install, use, and operate the Software on the Designated Equipment. County may also install, use, and operate the Software on separate servers and in any and all development, test, failover, disaster recovery, and backup configurations at no additional fee.

3.6 Change of Scope Procedures. Provider acknowledges that 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 expressly provided herein. To the extent County elects to acquire any additional goods or Services under this Agreement identified as Optional Services (Exhibit F), County may select the type, amount, and timing of such Optional Services pursuant to a Purchase Order or pursuant to a Work Authorization (Exhibit E) executed by Provider and County pursuant to this section, and provided that no such selection, when combined with those goods or Services required under the Agreement, would result in a payment obligation exceeding the applicable maximum amount stated in Section 5.1. Notwithstanding anything to the contrary in the Agreement, Work Authorizations for Optional Services pursuant to this section shall be executed on behalf of the County as follows: the Contract Administrator may execute Work Authorizations for which the total cost to County in the aggregate is less than \$50,000.00; the Purchasing Director may execute Work Authorizations for which the total cost to the County in the aggregate is within the Purchasing Director's delegated authority; any Work Authorizations above the County's Purchasing Director delegated authority shall require Board approval. Subsequent to the full execution of any Work Authorization, the Contract Administrator will issue a Notice to Proceed for those authorized Optional Services. Provider shall not commence work on any Work Authorization until after receipt of the applicable Notice to Proceed.

3.7 Contract Administrator Authority. Unless otherwise expressly stated herein or in the applicable provision of the County Procurement Code, Code of County Ordinances, or County

Code of Administrative Procedure, the Contract Administrator may act on behalf of County to exercise the authority and powers of County under this Agreement.

ARTICLE 4. TERM AND TIME OF PERFORMANCE

4.1 Term. This Agreement will be effective from the Effective Date for a period of five (5) years (the "Initial Term"), unless extended pursuant to the terms of this Agreement.

4.2 Extensions. The Parties may renew this Agreement for up to five (5) one-year renewal terms, as the parties may agree, by written notice of intent to renew by the County's Director of Purchasing and written approval by Provider's authorized representative.

4.3 Delivery. Provider shall deliver any Equipment ordered under this Agreement DAP (i.e., delivered at place) to County within the time stated in the applicable Order Document at the address provided by County. Shipping cost will be borne by Provider. Title will transfer upon delivery to County. Assembly and installation, including any applicable taxes and all actions necessary to integrate the Equipment into County's existing system, shall be the responsibility of County, except to the extent (if any) expressly provided in Exhibit A or the applicable Order Document. To the extent requested by County, Provider will make these Services available at its then current price.

4.4 Fiscal Year. The continuation of this Agreement beyond the end of any County fiscal year shall be subject to both the appropriation and the availability of funds, in accordance with Chapter 129, Florida Statutes.

4.5 Timetable. If the System fails to achieve Final Acceptance for the Services stated in Exhibit A within three (3) months from the Effective Date of this Agreement, County shall have the option to terminate this Agreement by written notice from its Contract Administrator, in which event all sums paid by County for Services, Software, and Equipment (excluding Software and Equipment kept by County, and associated Services) under this Agreement shall be reimbursed to County by Provider within 15 days of the written notice. For purposes of this section, any delays caused by County prior to Final Acceptance shall extend the Final Acceptance deadline by the same number of days as the delay caused by County.

4.6 Time is of the essence for all performance required under this Agreement.

ARTICLE 5. COMPENSATION

5.1 County is authorized to pay Provider in accordance with Exhibit B only up to the following maximum amount(s) for all combined Equipment, Services, Software and other products purchased from Provider during the term of the Agreement:

| Services/Goods | Term | Not-To-Exceed Amount |
|--|---|--|
| Software, Services, and Support and Maintenance Services | Initial Term (5 years) | \$150,000 |
| Each optional renewal term (Software, Services and Support and Maintenance Services) | Each 1-year renewal term (Total 5 renewal terms) | \$20,000/annually (5 renewal terms total: \$100,000) |
| Equipment | Initial Term (5 years) | \$5,000,000 |
| Each optional renewal term (Equipment) | Each 1-year renewal term (Total 5 renewal terms) | \$925,000/annually (5 renewal terms total: \$4,625,000) |
| Optional Services | Duration of the Agreement (inclusive of any renewals) | \$930,000 |
| TOTAL NOT TO EXCEED | | \$10,805,000 |

Payment shall be made only for work actually performed and completed pursuant to this Agreement or as otherwise set forth in Exhibit B (Payment Schedule), which amount shall be accepted by Provider as full compensation for all such work. Provider acknowledges that the amounts set forth herein are the maximum amounts payable for the respective terms and constitute a limitation upon County's obligation to compensate Provider for its work under this Agreement. These maximum amounts, however, do not constitute a limitation of any sort upon Provider's obligation to perform all items of work required under this Agreement.

5.2 Method of Billing and Payment

5.2.1 Invoices. Provider may submit invoices only in accordance with the Payment Schedule set forth in Exhibit B. Unless otherwise indicated in Exhibit B, an original plus one copy of each invoice must be submitted within fifteen (15) days after the end of the month for which payment is sought, except that the final invoice must be submitted no later than sixty (60) days after all Services, Software and Equipment are provided. Unless otherwise stated in Exhibit B or the applicable Order Document, any Optional Services shall be invoiced in accordance with the existing invoicing schedule for any like goods or Services provided under this Agreement, including (if applicable) invoiced pro rata for the initial invoice period.

5.2.2 Payments. County shall pay Provider within thirty (30) days of receipt of Provider's proper invoice, as required by the "Broward County Prompt Payment Ordinance" (Broward County Ordinance No. 89-49). Payment shall be made to Provider at the most recent address designated under the "Notices" provision of this Agreement. To be deemed proper, an invoice must comply with all requirements set forth in this Agreement and must be submitted pursuant to any instructions prescribed by the Contract Administrator. County shall have the right to withhold payment of the invoice based on Provider's failure to comply with any material term,

condition, or requirement of this Agreement. The Parties hereto agree that any amounts so withheld shall not be subject to payment of any interest by County.

5.3 Expenses. With respect to travel costs and travel-related expenses, Provider agrees to adhere to Section 112.061, Florida Statutes, except to the extent, if any, that Exhibit B expressly provides to the contrary. County shall not be liable for any such expenses that have not been approved in advance, in writing, by County. Unless otherwise expressly stated in this Agreement, Provider shall not be reimbursed for any other expenses it incurs under this Agreement.

5.4 Fixed Pricing. Prices set forth in Exhibit B shall remain firm and fixed for the Initial Term of this Agreement, and thereafter subject to the modifications set forth in Exhibit B. However, Provider may offer incentive or volume discounts to County at any time.

ARTICLE 6. WARRANTIES

6.1 Ownership and License Rights. Provider represents and warrants that it or its licensors is the owner of all right, title, and interest in and to the Equipment, Software, and other products being sold to County under this Agreement, and that it has the right to sell such Equipment, Software, and other products to County, and that such sale is free and clear of any lien or interest of any other person or entity. Provider further represents and warrants that it has the right to grant to County the rights and the licenses granted under this Agreement as to the Software and System. Provider warrants that it has not knowingly granted rights or licenses to any other person or entity that would restrict rights and licenses granted hereunder, except as may be expressly stated herein.

6.2 Equipment Warranty. Provider warrants that for five years after delivery, the Equipment will be free of defects and meet Provider's applicable published specifications. Provider represents and warrants that all materials, Equipment, and products furnished pursuant to this Agreement shall be of good quality and free from defective or inferior workmanship; any items found not to be in conformance with the foregoing, the Documentation, or the applicable specifications (if any) in Exhibit A, shall be replaced by Provider at no additional cost to County.

6.3 Services Warranty. Provider warrants that for 90 days after performance, its Services will be performed in a professional and workmanlike manner in accordance with applicable industry standards.

6.4 Software Warranty. Provider warrants any media on which the Software is supplied is free from defects in material or manufacture at the time of purchase. If any defect in materials or manufacture appears within sixty (60) days from the date of purchase, County's exclusive remedy and Provider's entire liability for that defect is to replace the media or refund the purchase price at Provider's option. This warranty does not apply to failure of the media resulting from misuse, abuse, accident, neglect or mishandling, improperly adjusted or maintained drives, incorrect environments, or wear from ordinary use.

6.5 Intellectual Property Warranty. Provider represents and warrants that at the time of entering into this Agreement, no claims have been asserted against Provider (whether or not any action or proceeding has been brought) that allege that any part of the System or other property provided to County under this Agreement infringes or misappropriates any patent, copyright, mask copyright, or any trade secret or other intellectual or proprietary right of a third party, and that Provider is unaware of any such potential claim.

6.6 Warranty Exclusions. The Equipment warranty of Section 6.2, the Services warranty of Section 6.3, and the Software warranty of Section 6.4 shall not apply to (A) incandescent lamps (confirmation lamps) or (B) to any defect or impairment of operability or functionality resulting from or caused by: (1) County's alteration, misuse, incorrect installation, or neglect of the System or damage due to an accident; (2) repair or modification of the System by persons not authorized by Provider; (3) extreme atmospheric or weather conditions; (4) events or use outside the normal or anticipated course; (5) improper packaging or damage during shipment by County or any party other than Provider; or (6) County's use or integration of any part of the System with any third party component not provided or otherwise approved or authorized by Provider.

6.7 Warranty Disclaimers. THESE WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. FOR THE AVOIDANCE OF DOUBT, EXCEPT AS EXPRESSLY PROVIDED HEREIN, SOFTWARE IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND. NO EMPLOYEE OR AGENT OF PROVIDER IS AUTHORIZED TO GIVE ANY ADDITIONAL WARRANTIES, OTHER THAN AN OFFICER OF PROVIDER WHEN DOING SO IN WRITING. THIS WARRANTY CONTAINS COUNTY'S EXCLUSIVE REMEDIES AND PROVIDER'S SOLE OBLIGATIONS FOR ANY BREACH OF THIS WARRANTY POLICY. NO OTHER REMEDIES, OBLIGATIONS, LIABILITIES, RIGHTS, OR CLAIMS, WHETHER ARISING IN TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, ARE AVAILABLE FOR BREACH OF ANY WARRANTY IN THIS ARTICLE 6.

6.8 Remedy for Breach of Warranty. In the event of any breach of this warranty, County must contact Provider's Customer Service at 1-651-789-7333 (outside the United States) or 1-800-258-4610 (U.S. only), and Provider will promptly reperform nonconforming Service, troubleshoot nonconforming Software, and repair or replace nonconforming Equipment. If nonconforming Equipment needs to be shipped to Provider for repair or replacement, which will be determined by Provider in its reasonable discretion, County will be responsible for the cost of shipping Equipment to Provider. In addition, upon notice from County of any warranty breach or other error or defect in the warranted System, Provider will promptly provide to County any known reasonable methods of operating the System in a manner that eliminates the adverse effects of the error or defect. If Provider is unable to remedy the defect within a reasonable period of time not to exceed thirty (30) business days unless a longer period is agreed upon by the Parties, County shall be entitled to cancel the Agreement and receive a full refund of all amounts paid to Provider for the nonconforming Service, Software or Equipment, and any Service, Software and Equipment that is rendered useless due to the nonconforming Service, Software, or Equipment, and Provider shall arrange for the return of the Software and Equipment at Provider's expense.

In the event of replacement of any of the Software or Equipment, the Software or Equipment as replaced will be warranted as provided in this Article 6 from the date of installation. This warranty is County's exclusive remedy and contains Provider's sole obligations for any breach of any warranty in this Article 6.

ARTICLE 7. DELIVERY, TESTING AND ACCEPTANCE

7.1 Software. Unless otherwise stated in Exhibit A or the Order Document, Provider shall within seven (7) days after the Order Document, make the Software ordered in the Order Document available to County and deliver to County a copy of the Software licensed hereunder in object code form, in accordance with this Agreement, in electronic files unless otherwise requested by County. All County license keys, usernames, and passwords shall be authenticated by Provider and perform according to Exhibit A (Statement of Work).

7.2 Documentation. Provider shall deliver copies of the Documentation to County concurrently with delivery of the applicable Equipment and Software, and thereafter shall promptly provide any updated Documentation as it becomes available during the term of this Agreement. Provider represents and warrants that the Documentation is sufficiently comprehensive and of sufficient quality to enable a competent user to operate the applicable portions of the System efficiently and in accordance with Exhibit A. County has the right to copy and modify the Documentation as it deems necessary for its own internal use.

7.3 Final Acceptance Testing. Broward County Administrative Code Section 22.148 requires that all applicable software purchases be inspected and tested by the County, including verification by its Enterprise Technology Services ("ETS"), prior to final written acceptance of the software and software-related services. Within fourteen (14) days following completion of installation and integration of the System, County shall test the System to determine whether the System: (i) properly functions with any applicable operating software; (ii) provides the capabilities stated in this Agreement and the Documentation; and (iii) if applicable, meets the acceptance criteria stated in the Order Document (the criteria referenced in (i), (ii), and (iii) are collectively referred to as the "Final Acceptance Criteria"), and provide Provider with written documentation that the System has successfully passed the Final Acceptance Criteria, which written confirmation will constitute "Final Acceptance," or documentation verifying the partial or entire rejection of the System and identifying the Final Acceptance Criteria that the System did not pass. In the event of a conflict between the Documentation and the Final Acceptance Criteria stated in the Order Document, the latter shall prevail. Final payment shall not be made to Provider prior to the written confirmation by the County's Chief Information Officer or his or her designee that the System has successfully passed the Final Acceptance Criteria, and such written confirmation shall constitute Final Acceptance. However, payment will not be delayed if Final Acceptance is not achieved or is delayed due to the fault of County or any of its agents, contractors, or other parties under its control (that is, due to the fault of an entity other than Provider or Provider's agents, contractors, or other parties under Provider's control).

7.3.1 The testing period shall commence on the first business day after Provider informs County in writing that it has completed any Services required to be performed prior to testing and that the System is ready for testing, and shall continue for a period of up to fourteen (14) days.

7.3.2 During the testing period, County may, in order to expedite the testing process, notify Provider in writing of any error or defect in the System that is apparent to County prior to the conclusion of the testing period so that Provider may make any needed modifications or repairs. If Provider so elects in writing, testing will cease until Provider resubmits for Final Acceptance testing, at which time the testing period shall be reset to that of a first submission for testing.

7.3.3 County shall notify Provider in writing of its Final Acceptance or rejection of the System, or any part thereof, within fifteen (15) days after the end of the testing period, as same may be extended or reset. If County rejects the System, or any part thereof, County shall provide notice identifying the criteria for Final Acceptance that the System failed to meet. Following such notice, Provider shall have thirty (30) days to (a) modify, repair, or replace the System or any portion thereof, or (b) if more time is required, respond to County's notice with a plan and anticipated timeline necessary to modify, repair or replace the System, or any part thereof. If Provider modifies, repairs, or replaces the System or portion thereof, the testing period shall recommence consistent with the procedures set forth above in this Section 7.3.

7.3.4 In the event Provider fails to remedy the reason(s) for County's rejection of the System, or any part thereof, within ninety (90) days after County's initial notice of rejection, County may elect, in writing, to either accept the System as it then exists or to reject the System and terminate the Agreement or applicable Order Document. If County elects to reject the System and terminate the Agreement or applicable Order Document, all sums paid by County under the Agreement or applicable Order Document shall be reimbursed to County by Provider within 15 days after such election is made. If County elects to accept the System as it then exists (partial acceptance), Provider shall continue to use commercially reasonable efforts to remedy the items identified in the applicable notice of rejection. If, despite such continuing efforts, Provider fails to remedy the issue(s) identified by County within a reasonable time as determined by County, then County shall be entitled to deduct from future sums due under the Agreement the value of the rejected portion of the System as mutually determined by the Parties.

ARTICLE 8. PROTECTION OF SOFTWARE AND PROPRIETARY RIGHTS

8.1 County Proprietary Rights. Provider acknowledges and agrees that County retains all rights, title and interest in and to all materials, data, documentation, and copies thereof, furnished by County to Provider under this Agreement, including all copyright and other proprietary rights therein, which Provider as well as its employees, agents, subconsultants, and suppliers may use only in connection with the performance of Services or Support and Maintenance Services under this Agreement.

8.2 Ownership. County acknowledges that all copies of the Software (in any form) provided by Provider are the sole property of Provider. County shall not have any right, title, or interest to any such Software or copies thereof except as expressly provided in this Agreement, and shall take all reasonable steps to secure and protect all Software consistent with maintenance of Provider's proprietary rights therein. County also acknowledges that all intellectual property in the Equipment and all other products and Services provided by Provider remain with Provider or its licensors.

ARTICLE 9. CONFIDENTIAL INFORMATION, SECURITY AND ACCESS

9.1 Public Records Law. As a political subdivision of the State of Florida, County is subject to Florida's Public Records Law, Chapter 119 of the Florida Statutes. Notwithstanding anything else to the contrary in this Agreement, any action taken by County in compliance with, or in a good faith attempt to comply with, the requirements of Chapter 119 shall not constitute a breach of this Agreement.

9.2 Provider Confidential Information. Provider represents that the Software contains proprietary products and trade secrets of Provider. Accordingly, to the full extent permissible under applicable law, County agrees to treat the Software as confidential in accordance with this article. Any other material submitted to County that Provider contends constitutes or contains trade secrets or is otherwise exempt from production under Florida public records laws (including Florida Statutes Chapter 119) ("Trade Secret Materials") must be separately submitted and conspicuously labeled "EXEMPT FROM PUBLIC RECORD PRODUCT – TRADE SECRET." In addition, Provider must, simultaneous with the submission of any Trade Secret Materials, provide a sworn affidavit from a person with personal knowledge attesting that the Trade Secret Materials constitute trade secrets under Florida Statutes Section 812.081 and stating the factual basis for same. In the event that a third party submits a request to County for records designated by Provider as Trade Secret Materials, County shall refrain from disclosing the Trade Secret Materials, unless otherwise ordered by a court of competent jurisdiction or authorized in writing by Provider. Provider shall indemnify and defend County and its employees and agents from any and all third-party claims, causes of action, losses, fines, penalties, damages, judgments, and liabilities of any kind, including attorneys' fees, litigation expenses, and court costs, relating to the nondisclosure (at Provider's request) of the Software or any Trade Secret Materials in response to a records request by a third party.

9.3 County Confidential Information.

9.3.1 All materials, data, transactions of all forms, financial information, documentation, inventions, designs, and methods that Provider obtains from County in connection with this Agreement or in which County holds proprietary rights, constitute "County Confidential Information."

9.3.2 All County-provided employee information, financial information, and personally identifiable information for individuals or entities interacting with County (including, without

limitation, social security numbers, birth dates, banking and financial information, and other information deemed exempt or confidential under state or federal law) also constitute County Confidential Information.

9.3.3 County Confidential Information may not, without the prior written consent of County, or as otherwise required by law, be used by Provider or its employees, agents, subconsultants or suppliers for any purpose other than for the benefit of County pursuant to this Agreement. Neither Provider nor its employees, agents, subconsultants, or suppliers may sell, transfer, publish, disclose, display, license, or otherwise make available to any other person or entity any County Confidential Information without the prior written consent of County.

9.3.4 Provider expressly agrees to be bound by and to defend, indemnify, and hold harmless County and its officers and employees from the breach of any federal, state, or local law by Provider or its employees, agents, subconsultants, or suppliers regarding the unlawful use or disclosure of County Confidential Information.

9.3.5 Upon expiration or termination of this Agreement, or as otherwise demanded by County, Provider shall immediately turn over to County all County Confidential Information, in any form, tangible or intangible, possessed by Provider or its employees, agents, subconsultants, or suppliers.

9.4 Maintenance of Confidential Information. Each Party shall advise its employees, agents, subconsultants, and suppliers who receive or otherwise have access to the other Party's Confidential Information of their obligation to keep such information confidential, and shall promptly advise the other Party in writing if it learns of any unauthorized use or disclosure of the other Party's Confidential Information. In addition, the Parties agree to cooperate fully and provide reasonable assistance to ensure the confidentiality of the other Party's Confidential Information.

9.5 Security and Access. For the duration of this Agreement, Provider shall comply with the security requirements set forth in this Agreement. Any access by Provider to any aspect of the County's network must comply at all times with all applicable County access and security standards provided to Provider in writing, as well as any other or additional reasonable restrictions or standards for which County provides written notice to Provider. Provider will provide any and all information that County may reasonably request in order to determine appropriate security and network access restrictions and verify Provider's compliance with County security standards. If at any point in time County, in the sole discretion of its Chief Information Officer, determines that Provider's access to any aspect of the County's network presents an unacceptable security risk, County may immediately suspend or terminate Provider's access and, if the risk is not promptly resolved to the reasonable satisfaction of the County's Chief Information Officer, may terminate this Agreement or any applicable Order Document upon ten (10) business days' notice (including, without limitation, without restoring any access to the County network to Provider).

9.6 Data and Privacy. Provider shall comply with all applicable data and privacy laws and regulations, including without limitation the Florida Information Protection Act of 2014, Florida Statutes Section 501.171, and shall ensure that County data transmitted or stored in the System is not transmitted or stored outside the continental United States. Provider may not sell, market, publicize, distribute, or otherwise make available to any third party any personal identification information (as defined by Florida Statutes Section 817.568 or Section 817.5685) that Provider may receive or otherwise have access to in connection with this Agreement, unless expressly authorized in advance by County. If and to the extent requested by County, Provider shall ensure that all hard drives or other storage devices and media that contained County data have been wiped in accordance with the then-current best industry practices, including without limitation DOD 5220.22-M, and that an appropriate data wipe certification is provided to the reasonable satisfaction of the Contract Administrator.

9.7 Injunctive Relief. The Parties represent and agree that neither damages nor any other legal remedy is adequate to remedy any breach of this article, and that the injured Party shall therefore be entitled to injunctive relief to restrain or remedy any breach or threatened breach.

9.8 Survival. The obligations under this Article 9 shall survive the termination of this Agreement or of any license granted under this Agreement.

ARTICLE 10. INDEMNIFICATION AND LIMITATION OF LIABILITY

10.1 Indemnification. Provider shall be fully liable for the actions of its current and former officers, employees, subcontractors and other agents under this Agreement. Provider shall at all times hereafter indemnify, hold harmless, and defend County and all of County's current and former officers, employees, and other agents (collectively, "Indemnified Party") from and against any and all lawsuits, causes of action, demands, claims, losses, fines, penalties, damages, judgments, liabilities, and expenditures of any kind, including attorneys' fees, litigation expenses, and court costs (collectively, "Claim"), raised or asserted by any person or entity that is not a party to this Agreement, which Claim is caused or alleged to be caused, in whole or in part, by any intentional, reckless, or negligent act or omission of Provider or any current or former officer, employee, subcontractor, or other agent of Provider, arising from, relating to, or in connection with any of Provider's obligation or performance under this Agreement. In the event any Claim is brought against an Indemnified Party, Provider shall, upon written notice from County, defend each Indemnified Party against each such Claim through counsel reasonably satisfactory to County. The provisions and obligations of this section shall survive the expiration or earlier termination of this Agreement.

10.2 Limitation of Liability. Neither Party shall be liable for the other Party's special, indirect, punitive, or consequential damages (including damages resulting from lost data or records other than costs incurred in the recovery thereof), even if the Party has been advised that such damages are possible, or for the other Party's lost profits, lost revenue, or lost institutional operating savings. Neither Provider nor County shall be liable to the other Party for any damages under this Agreement that exceed the largest of the following amounts: (a) \$100,000; or (b) twice

the amounts paid by County to Provider in the one year immediately preceding the Claim. The immediately preceding limitation of liability maximum compensation limit shall not apply to (i) any Claim resulting from a Party's disclosure of the other Party's Confidential Information or resulting from an actual or alleged data breach in violation of applicable law, or (ii) any Claim resulting from an actual or alleged infringement of any interest in any intellectual property, or (iii) any indemnification obligation under this Agreement.

10.3 Infringement Remedy. If any Equipment, Software, or portion of the System is finally adjudged to infringe, or in Provider's opinion is likely to become the subject of such a Claim, Provider shall, at its option, either: (i) procure for County the right to continue using the applicable portion of the System; (ii) modify or replace the System (in part or in whole) to make it noninfringing; or (iii) refund to County all fees paid under this Agreement less depreciation for the infringing product and any associated products, provided County returns the products to Provider. Provider shall have no liability regarding any infringement claim caused by any modification of the System or any portion thereof not authorized by Provider, or any use of the System or any portion thereof with any third-party products not approved by Provider or not compliant with the Documentation.

10.4 Third-Party Pass Thru Rights. Provider shall extend to County all transferable rights and benefits Provider has from any third party as to the Equipment or Software relating to warranty or third party claims, including any and all indemnification and hold harmless rights, to the extent permitted under any applicable agreement with the third-party equipment or software supplier or otherwise available to Provider. Provider shall at all times use all reasonable efforts to cooperate with County in the event of an infringement claim involving the System.

ARTICLE 11. INSURANCE

11.1 For purposes of this article, the term "County" shall include Broward County and its members, officials, officers, and employees.

11.2 Provider shall maintain, at its sole expense and at all times during the term of this Agreement (unless a different time period is otherwise stated herein), at least the minimum limits of insurance coverage designated in Exhibit D (inclusive of any amount provided by an umbrella or excess policy) in accordance with the terms and conditions stated in this article. All required insurance shall apply on a primary basis, and shall not require contribution from any other insurance or self-insurance maintained by County. Any insurance, or self-insurance, maintained by County shall be in excess of, and shall not contribute with, the insurance provided by Provider.

11.3 Insurers providing the insurance required by this Agreement must either be: (1) authorized by a current certificate of authority issued by the State of Florida to transact insurance in the State of Florida, or (2) except with respect to coverage for the liability imposed by the Florida Workers' Compensation Act, an eligible surplus lines insurer under Florida law. In addition, each such insurer shall have and maintain throughout the period for which coverage is

required, a minimum A. M. Best Company Rating of "A-" and a minimum Financial Size Category of "VII." To the extent insurance requirements are designated in Exhibit D, the applicable policies shall comply with the following:

11.3.1 Commercial General Liability Insurance. Policy shall be no more restrictive than that provided by the latest edition of the standard Commercial General Liability Form (Form CG 00 01) as filed for use in the State of Florida by the Insurance Services Office (ISO), with the exception of endorsements specifically required by ISO or the State of Florida, and liability arising out of:

Mold, fungus, or bacteria

Terrorism

Silica, asbestos or lead

Sexual molestation

Architects and engineers professional liability, unless coverage for professional liability is specifically required by this Agreement.

County shall be included on the policy (and any excess or umbrella policy) as an "Additional Insured" on a form no more restrictive than ISO form CG 20 10 (Additional Insured – Owners, Lessees, or Contractor). The policy (and any excess or umbrella policy) must be endorsed to waive the insurer's right to subrogate against County.

11.3.2 Business Automobile Liability Insurance. Policy shall be no more restrictive than that provided by Section II (Liability Coverage) of the most recent version of the standard Business Auto Policy (ISO Form CA 00 01) without any restrictive endorsements, including coverage for liability contractually assumed, and shall cover all owned, non-owned, and hired autos used in connection with the performance of work under this Agreement. County shall be included on the policy (and any excess or umbrella policy) as an "Additional Insured." The policy (and any excess or umbrella policy) must be endorsed to waive the insurer's right to subrogate against County.

11.3.3 Workers' Compensation/Employer's Liability Insurance. Such insurance shall be no more restrictive than that provided by the latest edition of the standard Workers' Compensation Policy, as filed for use in Florida by the National Council on Compensation Insurance (NCCI), with the exception of endorsements required by NCCI or the State of Florida. The policy must be endorsed to waive the insurer's right to subrogate against County in the manner which would result from the attachment of the NCCI form "Waiver of our Right to Recover from Others Endorsement" (Advisory Form WC 00 03 13) with County scheduled thereon. Where appropriate, coverage shall be included for any applicable Federal or State employer's liability laws including, but not limited to, the Federal Employer's Liability Act, the Jones Act, and the Longshoreman and Harbor Workers' Compensation Act.

11.3.4 Professional Liability Insurance. Such insurance shall cover Provider for those sources of liability arising out of the rendering or failure to render professional services in the performance of the services required in this Agreement. If policy provides coverage on a claims-made basis, such coverage must respond to all claims reported within at least three (3) years following the period for which coverage is required, unless a longer period is indicated in Exhibit D.

11.3.5 Cyber Liability, or Technology Errors and Omissions Insurance. Coverage is required for any system connected to, and, or accessible from the internet. Coverage may be included as part of the required Professional Liability Insurance. If policy provides coverage on a claims-made basis, such coverage must respond to all claims reported within at least three (3) years following the period for which coverage is required, unless a longer period is indicated in Exhibit D. Such policy shall cover, at a minimum, the following:

- Data Loss and System Damage Liability
- Security Liability
- Privacy Liability
- Privacy/Security Breach Response coverage, including Notification Expenses

County shall be included on the policy as an "Additional Insured" unless such endorsement is not available by the insurer.

11.4 Within fifteen (15) days after the Effective Date of this Agreement, Provider shall provide to County satisfactory evidence of the insurance required in this Agreement. With respect to the Workers' Compensation/Employer's Liability Insurance, Professional Liability, and Business Automobile Liability Insurance, an appropriate Certificate of Insurance identifying the project and signed by an authorized representative of the insurer shall be satisfactory evidence of insurance. With respect to the Commercial General Liability, an appropriate Certificate of Insurance identifying the project, signed by an authorized representative of the insurer, and copies of the actual additional insured endorsements as issued on the policy(ies) shall be satisfactory evidence of such insurance.

11.5 Coverage is not to cease and is to remain in force until County determines all performance required of Provider is completed. If any of the insurance coverage will expire prior to the completion of the Services, proof of insurance renewal shall be provided to County prior to the policy's expiration.

11.6 Provider shall provide County thirty (30) days' advance notice of any cancellation of the policy except in cases of cancellation for non-payment for which County shall be given ten (10) days' advance notice.

11.7 Provider shall provide, within thirty (30) days after receipt of a written request from County, a copy of the policies providing the coverage required by this Agreement. Provider may

redact portions of the policies that are not relevant to the insurance required by this Agreement.

11.8 County and Provider, each for itself and on behalf of its insurers, to the fullest extent permitted by law without voiding the insurance required hereunder, waive all rights against the other Party and any of the other Party's contractors, subcontractors, agents, and employees for damages or loss to the extent covered and paid for by any insurance maintained by the other Party.

11.9 If Provider uses a subcontractor, Provider shall require each subcontractor to endorse County as an "Additional Insured" on the subcontractor's Commercial General Liability policy.

ARTICLE 12. EQUAL EMPLOYMENT OPPORTUNITY AND CBE COMPLIANCE

12.1 Nondiscrimination. Provider may not discriminate on the basis of race, color, sex, religion, national origin, disability, age, marital status, political affiliation, sexual orientation, pregnancy, or gender identity and expression in the performance of this Agreement, except that any project assisted by U.S. Department of Transportation funds shall comply with the nondiscrimination requirements in 49 C.F.R. Parts 23 and 26. Provider shall include substantially similar language in its contracts with any and all permitted subcontractors providing goods or services under this Agreement.

12.2 Failure by Provider to carry out any of the requirements of this article shall constitute a material breach of this Agreement, which shall permit County to terminate this Agreement or to exercise any other remedy provided under this Agreement, Broward County Code of Ordinances, Broward County Administrative Code, or under other applicable law, all such remedies being cumulative.

ARTICLE 13. TERMINATION

13.1 This Agreement may be terminated for cause based on any breach that is not cured within thirty (30) days after written notice from the aggrieved Party identifying the breach. This Agreement may also be terminated for convenience by the Board upon providing written notice to Provider of the termination date, which shall be not less than thirty (30) days after the date such written notice is provided. If County erroneously, improperly, or unjustifiably terminates for cause, such termination shall, to the full extent permissible under applicable law, be deemed a termination for convenience, which shall be effective thirty (30) days after such notice of termination for cause is provided.

13.2 County may terminate this Agreement for cause pursuant to Section 13.1 if Provider is found to have submitted a false certification pursuant to Section 287.135, Florida Statutes, if Provider has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or if Provider has failed to promptly implement corrective action for audit deficiencies upon reasonable notice by County. Notwithstanding anything contained in this Agreement to the contrary, the rights and

obligations of the Parties under this paragraph shall be governed by Section 287.135, Florida Statutes, to the full extent applicable.

13.3 Provider represents that neither it nor any of its corporate affiliates has been placed on the discriminatory vendor list, as defined by Section 287.134, Florida Statutes. County may terminate this Agreement effective immediately, without any further obligation to Provider, upon learning that such representation is false or if Provider or any of its affiliates is placed on the discriminatory vendor list.

13.4 Additionally, and notwithstanding anything to the contrary in this Agreement, County may terminate this Agreement without any further liability to Provider upon the decertification of Provider as a Certified Business Entity ("CBE") by County's Office of Economic and Small Business Development ("OESBD"), if Provider's status as a CBE was a factor in the award of the Agreement and such status was misrepresented by Provider. However, such termination shall not be effective until expiration of any timely-filed review or appeal of the decertification decision.

13.5 Notice of termination shall be provided in accordance with the "Notices" section of this Agreement.

13.6 In the event this Agreement is terminated for convenience, Provider shall be paid for any goods and Services properly provided and all reasonable expenses unavoidably incurred through the termination date specified in the written notice of termination. Provider acknowledges that it has received good, valuable, and sufficient consideration from County, the receipt and adequacy of which are hereby acknowledged by Provider, for County's right to terminate this Agreement for convenience, and Provider hereby waives, to the full extent permissible under applicable law, any and all rights to challenge the adequacy of such consideration or the validity of County's right to terminate for convenience.

ARTICLE 14. MISCELLANEOUS

14.1 Rights in Documents and Work. All intellectual property in any and all reports, photographs, surveys, and other data and documents provided to County by Provider or created by Provider in connection with this Agreement shall be and remain the property of Provider and, if a copyright is claimed, Provider hereby grants to County a nonexclusive perpetual license to use the copyrighted item(s) only to the extent necessary to use the Equipment, Software, and System as permitted in this Agreement and Documentation.

14.2 Audit Right and Retention of Records. County shall have the right to audit the books, records, and accounts of Provider and its subcontractors that are related to this Agreement. Provider and its subcontractors shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to the Agreement and performance thereunder. All books, records, and accounts of Provider and its subcontractors 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, Provider or its subcontractor, as applicable, shall make same available at no cost to County in written form.

Provider and its subcontractors shall preserve and make available, at reasonable times within Broward County for examination and audit by County, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for a minimum period of three (3) years after expiration or termination of this Agreement or until resolution of any audit findings, whichever is longer. County audits and inspections pursuant to this section may be performed by any County representative (including any outside representative engaged by County). County reserves the right to conduct such audit or review at Provider's place of business, if deemed appropriate by County, with seventy-two (72) hours' advance notice.

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. If an audit or inspection in accordance with this section discloses overpricing or overcharges to County of any nature by Provider in excess of five percent (5%) of the total contract billings reviewed by County, the reasonable actual cost of the County's audit shall be reimbursed to the County by Provider in addition to making adjustments for the overcharges. Any adjustments and/or payments due as a result of such audit or inspection shall be made within thirty (30) days from presentation of County's findings to Provider.

Provider shall ensure that the requirements of this section are included in all agreements with its subcontractor(s).

14.3 Public Records. To the extent Provider is acting on behalf of County as stated in Section 119.0701, Florida Statutes, Provider shall:

- a. Keep and maintain public records required by County to perform the services under this Agreement;
- b. 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;
- c. 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
- d. Upon completion or termination of this Agreement, transfer to County, at no cost, all public records in possession of Provider or keep and maintain public records required by County to perform the services. If Provider transfers the records to County, Provider shall destroy any duplicate public records that are exempt or confidential and exempt. If Provider keeps and

maintains public records, Provider shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to County upon request in a format that is compatible with the information technology systems of County.

The failure of Provider 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 any such public records requests. Provider will provide any requested records to County to enable County to respond to the public records request.

IF PROVIDER HAS QUESTIONS REGARDING THE APPLICATION OF FLORIDA STATUTES CHAPTER 119 TO PROVIDER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (954) 847-2600, 2300 W. COMMERCIAL BLVD., FORT LAUDERDALE, FL 33309, YDANJOU@BROWARD.ORG.

14.4 Truth-In-Negotiation Representation. Provider's compensation under this Agreement is based upon representations supplied to County by Provider, and Provider certifies that the wage rates, factual unit costs, and other factual information supplied to substantiate Provider's compensation are accurate, complete, and current at the time of contracting. County shall be entitled to recover any damages it incurs to the extent any such representation is untrue.

14.5 Public Entity Crime Act. Provider represents that it is familiar with the requirements and prohibitions under the Public Entity Crime Act, Section 287.133, Florida Statutes, and represents that its entry into this Agreement will not violate that Act. In addition to the foregoing, Provider further represents that there has been no determination that it committed a "public entity crime" as defined by Section 287.133, Florida Statutes, 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 Provider has been placed on the convicted vendor list. Notwithstanding any provision in this Agreement to the contrary, if any representation stated in this paragraph is false, County shall have the right to immediately terminate this Agreement and recover all sums paid to Provider under this Agreement.

14.6 Independent Contractor. Provider is an independent contractor under this Agreement. Provider shall not have the right to bind County to any obligation not expressly undertaken by County under this Agreement.

14.7 Third-Party Beneficiaries. The Parties acknowledge that there are no third-party beneficiaries under this Agreement.

14.8 Notices. In order for a notice to a Party to be effective under this Agreement, notice must be sent via U.S. first-class mail with a contemporaneous copy via e-mail to the addresses listed below and shall be effective upon mailing. The addresses for notice shall remain as set forth herein unless and until changed by providing notice of such change.

NOTICE TO COUNTY:

Broward County Traffic and Engineering Division
Attn: Engineering Unit Supervisor Administrator
2300 W. Commercial Blvd.
Fort Lauderdale, FL 33309
Email address: ydanjou@broward.org

NOTICE TO PROVIDER:

Global Traffic Technologies, LLC
7800 Third Street North, Suite 100
Saint Paul, MN 55128-5441
Email address: brian.vanderbosch@gtt.com

14.9 Assignment. Except for subcontracting approved by County at the time of the execution of this Agreement or any written amendment hereto, neither this Agreement nor any right or interest herein may be assigned, transferred, subcontracted, or encumbered by either Party without the prior written consent of the other Party. If a Party violates this provision, the other Party shall have the right to immediately terminate this Agreement.

14.10 Conflicts. Provider agrees that neither it nor its employees will have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with Provider's loyal and conscientious exercise of the judgment and care required to perform under this Agreement. Provider further agrees that none of its 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 Provider 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 Provider or any person from in any way representing themselves, including giving expert testimony in support thereof, in any administrative or legal proceeding. Provider agrees that each of its contracts with subcontractors performing under this Agreement shall contain substantively identical language to ensure that each subcontractor and its officers and employees meet the obligations contained in this paragraph.

14.11 Waiver of Breach. The failure of either Party to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach under this Agreement shall not be deemed a waiver of any subsequent breach.

14.12 Compliance with Laws. Each Party shall comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations in performing under this Agreement.

14.13 Severability. In the event any part of this Agreement is found to be unenforceable by any court of competent jurisdiction, that part shall be deemed severed from this Agreement and the balance of this Agreement shall remain in full force and effect.

14.14 Joint Preparation. This Agreement has been jointly prepared by the Parties hereto, and shall not be construed more strictly against either Party.

14.15 Headings and Interpretation. The headings contained in this Agreement are for reference purposes only and shall not in any way affect 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.

14.16 Governing Law, Venue and Waiver of Jury Trial. This Agreement shall be interpreted and construed in accordance with, and governed by, the laws of the state of Florida. The Parties agree that the exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement shall be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claim arising from, related to, or in connection with this Agreement must be litigated in federal court, the Parties agree that the exclusive venue for any such lawsuit shall be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. **BY ENTERING INTO THIS AGREEMENT, PROVIDER AND COUNTY HEREBY EXPRESSLY WAIVE ANY AND ALL RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CAUSE OF ACTION OR CLAIM ARISING FROM, RELATED TO, OR IN CONNECTION WITH THIS AGREEMENT.**

14.17 Amendments. No modification or amendment to this Agreement shall be effective unless it is in writing and executed by authorized representatives of each Party. Without limiting the foregoing, the terms of this Agreement shall prevail over and against any additional or contrary terms and conditions in any format or medium whatsoever including, without limitation, shrinkwrap, click-through, or terms and conditions associated with any upgrade, update, release, patch, or other modification of the System or Software, unless expressly agreed to in writing by an amendment hereto executed by authorized representatives of each Party.

14.18 Prior Agreements. This Agreement represents the final and complete understanding of the Parties regarding the subject matter hereof and supersedes all prior and contemporaneous negotiations and discussions regarding that subject matter, including, without limitation, the 2015 Agreement. There is no commitment, agreement, or understanding concerning the subject matter of this Agreement that is not contained in this written document.

14.19 HIPAA Compliance. If Provider or its agents have access to protected health information (hereinafter known as "PHI"), all such entities will be subject to the requirements of 45 C.F.R. §§ 160, 162, and 164 and related statutory and regulatory provisions. In the event Provider is

considered by County to be a covered entity or business associate or otherwise required to comply with the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") or the Health Information Technology for Economic and Clinical Health Act ("HITECH"), Provider shall fully protect individually identifiable health information as required by HIPAA and HITECH. If requested by County, Provider shall execute a Business Associate Agreement in the form set forth at www.broward.org/Purchasing/Pages/StandardTerms.aspx. Where required, Provider shall handle and secure such PHI in compliance with HIPAA, HITECH and its related regulations and, if required by HIPAA, HITECH, or other laws, shall include in its "Notice of Privacy Practices" notice of Provider's and County's uses of a client's PHI. The requirement to comply with this provision, HIPAA, and HITECH shall survive the expiration or termination of this Agreement. County hereby authorizes the County Administrator to sign Business Associate Agreements if required under this Agreement.

14.20 Payable Interest

14.20.1 Payment of Interest. County shall not be liable to pay any interest to Provider for any reason, whether as prejudgment interest or for any other purpose, and in furtherance thereof Provider waives, rejects, disclaims and surrenders any and all entitlement it has or may have to receive interest in connection with a dispute or claim arising from, related to, or in connection with this Agreement. This subsection shall not apply to any claim interest, including for post-judgment interest, if such application would be contrary to applicable law.

14.20.2 Rate of Interest. If the preceding subsection is inapplicable or is determined to be invalid or unenforceable by a court of competent jurisdiction, the annual rate of interest payable by County under this Agreement, whether as prejudgment interest or for any other purpose, shall be, to the full extent permissible under applicable law, 0.25% (one quarter of one percent) simple interest (uncompounded).

14.21 Incorporation by Reference. Any and all Recital clauses stated above are true and correct and are incorporated herein by reference.

14.22 Representation of Authority. Each individual executing this Agreement on behalf of a Party hereto represents and warrants that he or she is, on the date of execution, duly authorized by all necessary and appropriate action to execute this Agreement on behalf of such Party and does so with full legal authority. Provider represents that it is an entity authorized to transact business in the State of Florida.

14.23 Domestic Partnership Requirement. Unless this Agreement is exempt from the provisions of Section 16½-157 of the Broward County Code of Ordinances, which requires County contractors to provide benefits to domestic partners of their employees, Provider agrees to fully comply with Section 16½-157 during the entire term of the Agreement. If Provider fails to fully comply with that section, such failure shall constitute a material breach which shall allow County to exercise any remedy available under this Agreement, under applicable law, or under section

16½-157. For that purpose, the contract language referenced in Section 16½-157 is incorporated herein as though fully set forth in this paragraph.

14.24 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 Provider shall serve as Provider's required certification that it has or 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, and that it will maintain such drug-free workplace for the full term of this Agreement.

14.25 Contingency Fee. Provider represents that it has not paid or agreed to pay any person or entity, other than a bona fide employee working solely for Provider, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. If County learns that this representation is false, County shall have the right to terminate this Agreement without any further liability to Provider. Alternatively, if such representation is false, County, at its sole discretion, may deduct from the compensation due Provider under this Agreement the full amount of such fee, commission, percentage, gift, or consideration.

14.26 Living Wage Requirement. If Provider is a "covered employer" within the meaning of the Broward County Living Wage Ordinance, Broward County Code sections 26-100 – 26-105, Provider agrees to and shall pay to all of its employees providing "covered services," as defined therein, a living wage as required by such ordinance, and Provider shall fully comply with the requirements of such ordinance. Provider shall be responsible for and shall ensure that all of its subcontractors that qualify as "covered employers" fully comply with the requirements of such ordinance.

14.27 Force Majeure. If the performance of this Agreement, or any obligation hereunder, is prevented by reason of hurricane, earthquake, or other casualty caused by nature, or by labor strike, war, or by a law, order, proclamation, regulation, or ordinance of any governmental agency, the Party so affected, upon giving prompt notice to the other Party, shall be excused from such performance to the extent of such prevention, provided that the Party so affected shall first have taken reasonable steps to avoid and remove such cause of nonperformance and shall continue to take reasonable steps to avoid and remove such cause, and shall promptly notify the other Party in writing and resume performance hereunder whenever and to the full extent such causes are removed. However, if such nonperformance exceeds sixty (60) days, the Party that is not prevented from performance by the force majeure event shall have the right to immediately terminate this Agreement upon written notice to the Party so affected. This section shall not supersede or prevent the exercise of any right the Parties may otherwise have to terminate this Agreement.

14.28 Nondiscrimination. Provider may not discriminate on the basis of race, color, sex, religion, national origin, disability, age, marital status, political affiliation, sexual orientation, pregnancy,

or gender identity and expression in the performance of this Agreement, except that any project assisted by U.S. Department of Transportation funds shall comply with the nondiscrimination requirements in 49 C.F.R. Parts 23 and 26. Provider shall include substantially similar language in its contracts with any and all permitted subcontractors or subconsultants.

14.29 County Logo. Provider shall not use County's name, logo, or otherwise refer to this Agreement in any marketing or publicity materials without the prior written consent of County.

14.30 Counterparts. This Agreement may be executed in multiple originals, and may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

(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 _____, 2018, and GLOBAL TRAFFIC TECHNOLOGIES, LLC, 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 _____, 2018

Insurance requirements
approved by Broward County
Risk Management Division

By Tim Leakey 5/1/18
Signature (Date)

Tim Leakey Property Specialist
Print Name and Title above

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

By [Signature] 5/1/18
René D. Harrod (Date)
Deputy County Attorney

RDH
2018-04-27 GTT Software Agreement
4/27/2018
#186980.8

PROVIDER

WITNESSES:

Global Traffic Technologies, LLC

[Signature]
Signature

By: [Signature]
Authorized Signor

Mike Hildner
Print Name of Witness above

Brian J. VanderBosch COO/CFO
Print Name and Title

[Signature]
Signature

30th day of April, 2018

Luanne A. Bruggers
Print Name of Witness above

ATTEST:

State of Minnesota
County of Washington

[Signature]
Corporate Secretary or other person
authorized to attest

This instrument was
acknowledged before me
on April 30, 2018 by
Brian J. VanderBosch

(CORPORATE SEAL OR NOTARY)



Exhibit A - Statement of Work

Provider and County agree that Provider will provide the following work under this Statement of Work (SOW).

1. Project Background and Scope

Broward County Traffic Engineering utilizes Global Traffic Technologies (GTT) Opticom GPS Priority Control devices, which provide traffic signal preemption for emergency vehicles responding to life-saving calls, as well as a variety of transit signal priority (TSP) functions to assist buses in maintaining scheduling and reducing delays through congested intersections throughout the County. The System is a sophisticated, patented radio/GPS-based system that tracks approaching vehicles in real-time, interprets their special signal priority needs, and then implements special traffic signal phases based on their approach and intended path through the intersection. GTT has also developed the Opticom Central Management Software, which provides a software platform to efficiently manage, maintain, and monitor various field device and network components of the Opticom GPS Priority Control System. Although the field components can operate independently without centralized control, the Central Management Software (CMS) allows engineers to monitor the status of all aspects of the System 24/7, configure the System remotely, diagnose problems, monitor System and device health, generate activity logs, manage security controls, institute proactive maintenance reviews, and upgrade firmware without the time and expense of having to travel to the intersections. The GTT CMS software license allows for management of these devices in up to 1,000 intersections (as of the Effective Date), which meets the County's current needs.

Provider will provide installation, testing, and ongoing support of the Provider's Opticom CMS (latest version) installed at Transportation Management Center. In addition, Provider will provide installation testing, and ongoing support of the redundant CMS server installed off-site at the Broward County Facilities Maintenance Low Rise Warehouse (or other off-site location as may be changed from time to time by County through written notice from the County Contract Administrator) to ensure redundancy of the County's traffic signal system.

Provider represents that the Software and related services provided under this SOW and additional terms as outlined in the Agreement will provide the functionality and solution agreed to herein.

2. Services Description

A. **Software.** Provider will provide the following Software under this Agreement:

| Software Suite, Version & Module | Quantity & Type of License | Describe Purpose, Functionality & Expected Operation of Software |
|--|--|--|
| Opticom Central Management Software (latest version) | Enterprise license with unlimited concurrent users (License pricing based upon the number of Intersections per Exhibit B; up to 1,000 intersections as of the Effective Date) | Provide the ability to monitor, manage and maintain County's Opticom priority control systems more efficiently and to help make more informed traffic flow decisions in real-time. |

B. Equipment.

Provider has previously provided the Equipment identified on Schedule 1. Provider will further provide any additional Equipment as may be ordered from time to time by County through a Purchase Order or Work Authorization at the rates set forth in Exhibit B. For any such additional Equipment purchased, Schedule 1 shall be deemed automatically updated to include the additional Equipment.

In addition, municipalities or other local government or public service entities, provided such entity is within Broward County, may acquire equipment from Provider which shall, subject to compliance with this paragraph, be included within the scope of Equipment in the System ("Third Party Purchased Equipment"). A third-party purchaser must obtain prior written approval by County, and then execute appropriate documentation with Provider to acquire the Third Party Purchased Equipment, including any necessary services such as implementation or integration. The third-party may use their own purchasing document(s), provided that the provisions of Articles 3, 6, and 8 of this Agreement are incorporated therein, and provided that the third-party is solely responsible for all costs of acquisition and integration into the System. Any such Third Party Purchased Equipment may be acquired at the pricing set forth in Exhibit B, and shall only be included within the System and included in the scope of Equipment recognized and identified in the System only upon prior written approval by County by means of the completed County's form titled "Final Acceptance of Traffic Signal Installation(s) and Transfer of Maintenance," executed by the third-party purchaser and County, a copy of which shall be provided by County to Provider. Within five (5) business days of such written approval by County and notice to Provider regarding Third Party Purchased Equipment, Provider shall perform all Services necessary to integrate the Equipment within the System. Upon completion of all such Services, the Third Party Purchased Equipment shall be deemed automatically included within Schedule 2 upon written approval by County and notice to Provider, and shall thereafter be included in Support and Maintenance Services under this Agreement (with the associated incremental increase in Support and Maintenance Fees automatically added and invoiced to County in accordance with the existing invoicing schedule, with the first invoice pro rata to the extent applicable). All costs for acquisition and integration of Third Party Purchased Equipment shall be borne solely by the third-party purchaser, and not by County.

3. Technical Approach

A. Installation

Provider shall install the Software and configure the System as implemented on the two (2) County-provided servers.

The initial implementation may, with County's approval, take place at the Primary System location listed below; however, upon completion of initial installation and preliminary testing, Provider shall cooperate in the relocation (including any necessary configuration or reconnection) of the second server to the Secondary System location. Upon completion of the installation of the System, the two servers will be operational at the following two (2) locations:

- The Primary System, located at the Transportation Management Center, 2300 West Commercial Blvd., Fort Lauderdale, Florida, 33309.
- The Secondary System, located at Broward County Facilities Maintenance Low Rise Warehouse, 2600 S.W. 4th Avenue, Fort Lauderdale, Florida 33315.

County's Project Manager and technical team will review the Software and System functionality remotely (which may include in Provider's test environment or in a sample or pre-production environment). Once the functionality is approved, Provider will install the Software and all applicable database(s) and enable the software license key in the Software applicable at each location.

B. Implementation

Provider shall conduct all configuration, installation, and implementation activities necessary to set up the System, including recognition within the System of all Equipment identified in Schedule 2 (including, as of the date of Provider's submission of the System for Final Acceptance testing, any additional Equipment acquired by the County or approved Third Party Purchased Equipment) by County-provided IP address or the applicable media access control (MAC) ID.

Provider's responsibilities include:

- Installation of the Software on the servers in the Primary System location and the Secondary System location;
- Install the Software and configure all Equipment (including any additional Equipment as may be added during the course of the Agreement) utilizing the County-provided IP addresses for the Equipment;
- Program System to recognize and control the Equipment based upon County-provided rules and parameters for all preemption vehicles (including any additional preemption vehicles the County approves for inclusion in the System). To the extent preemption vehicle information is provided by County (including approved Third Party Purchased Equipment) prior to the submission of the System for Final Acceptance, the System must recognize and properly control the Equipment for all such vehicles.
- After Final Acceptance, Provider shall configure the System and all additional Equipment (to the extent configuration is necessary) to recognize and fully incorporate in the operation of the System all Equipment identified by County or Third Party Purchased Equipment approved by County. Such configuration may take place remotely, if possible, but any such configuration or additional services required to integrate the Equipment and Third Party Purchased Equipment shall occur within five (5) business days of notice by County Contract Administrator.
- Provide necessary training material for each attendee of the training sessions.
- Provider's Services may be provided remotely, if possible. To the extent any onsite visit is required for implementation, configuration, or provision of Support and Maintenance Services, County shall not be responsible for any costs or expenses associated with travel or related expenses.

County is responsible for the following:

- Providing the network connectivity for the System and the Equipment;
- Providing the two (2) servers referenced in Section 3.A above that meet or exceed the minimum specifications set forth below as provided by Provider, complete with operating system and all necessary software other than the Software, and supporting and maintaining the servers.

- Provide access to Provider to County facilities if determined necessary.
- Provide adequate facility for each training session.

Minimum Server Specifications

| | | | |
|---|--------|--|---------|
| PowerEdge T430: | | | |
| PowerEdge T430 Server | T43X | RAID Configuration: | R1R5H |
| | | RAID 1+RAID 5 for H330/H730/H730P (2 + 3-14 HDDs or SSDs) | |
| Trusted Platform Module (TPM): | | | |
| No Trusted Platform Module | NTPM | RAID Controller: | H330 |
| | | PERC H330 RAID Controller | |
| Chassis Configuration: | | Hard Drives: | |
| Chassis with up to 8, 3.5" Hot-Plug Hard Drives, Rack Configuration | 8HPR | 1TB 7.2K RPM SATA 6Gbps 3.5in Hot-plug Hard Drive | 1TA35 |
| Shipping: | | Additional Network Cards: | |
| PowerEdge T430 Shipping | DSHIP | On-Board Broadcom 5720 Dual Port 1Gb LOM | OBNIC |
| Processor: | | Embedded Systems Management: | I8BAS |
| Intel® Xeon® E5-2660 v4 2.0GHz,35M Cache,9.60GT/s QPI,Turbo,HT,14C/28T (105W) Max Mem 2400MHz | 26600 | IDRAC8, Basic | |
| Additional Processor: | | Internal Optical Drive: | NODVD |
| No Additional Processor | 1P | No Internal Optical Drive | |
| Processor Thermal Configuration: | | Rack Rails: | |
| 1 CPU Standard | 1CPU | ReadyRails™ Sliding Rails With Cable Management Arm | RRCMA |
| Memory DIMM Type and Speed: | | Bezel: | NOBEZL |
| 2400MT/s RDIMMs | 2400MT | No Bezel Option | |
| Memory Configuration Type: | | Power Management BIOS Settings: | DAPC |
| Performance Optimized | PEOPT | Power Saving Dell Active Power Controller | |
| Memory Capacity: | | Power Cords: | |
| 16GB RDIMM, 2400MT/s, Dual Rank, x8 Data Width | 16GBMM | NEMA 5-15P to C13 Wall Plug, 125 Volt, 15 AMP, 10 Feet (3m), Power Cord, North America | 125V10 |
| | | Power Supply: | SC450 |
| | | Single, Cabled Power Supply , 450W | |
| | | System Documentation: | EDOCS |
| | | Electronic System Documentation and OpenManage DVD Kit for T430 | |
| | | Operating System: | |
| | | Windows Server® 2012R2,Standard Ed,Factory Inst,No MED,2SKT,2VM,NO CAL | WS2012R |
| | | OS Media Kits: | |
| | | Windows Server® 2012R2,STD Ed,Media Kit w/Factory Inst ENT DGRD Images | WINENT |

C. Security/Access

Provider will cooperate with County and provide any and all information that County may request in order to determine appropriate security and network access restrictions and verify Provider compliance with County security standards.

Provider shall comply with the following security requirements:

1. Provider must provide a security plan or secure configuration guide for Software installed in the County environment by Provider.

2. Provider shall advise of any third-party software (e.g., Java, Adobe Reader/Flash, Silverlight) required to be installed and version supported. Provider shall support updates for critical vulnerabilities discovered in the versions of third party software installed.
3. Provider shall ensure that the Software is developed based on industry standards/and or best practices, including following secure programming techniques and incorporating security throughout the software-development life cycle.
4. Provider shall ensure the Software has a security patch issued for newly identified vulnerabilities within 30 days for all critical or high security vulnerabilities.
5. Provider shall ensure the Software provides for role-based access controls.
6. Provider shall support electronic delivery of digitally signed upgrades from Provider or supplier website.
7. Provider shall enable auditing by default in software for any privileged access or changes.
8. If the Software is a payment application which processes, stores, or transmits credit card data, the VISA Cardholder Information Security Program ("CISP") payment Application Best Practices and Audit Procedures will be followed and current validation maintained.
9. Provider shall regularly provide County with end-of-life-schedules for all applicable Software.
10. Provider shall immediately notify County of any terminations/separations of employees performing services under the Agreement or who had access to County's network in order to disable such employees' access to County systems.
11. Provider shall ensure all Provider employees have signed County's Information Security Policy Acknowledgement form prior to accessing County network environment. (PCI 12.3.5)
12. Provider shall perform privacy and information security training to its employees with access to the sensitive County environment upon hire and at least annually. (PCI 12.6.1)

3. Managerial Approach & Communication

Provider will ensure that the persons responsible for Provider's performance of the Services under this SOW and, to the extent applicable, identified below (collectively "Key Personnel") are appropriately trained and experienced and have adequate time and resources to perform in accordance with the terms of this SOW. Each Party may change its designated personnel with prior written notice from the Contract Administrator for the County and the Regional Manager for the Provider. To the extent Provider seeks or is required to make any change to the composition of the Key Personnel, Provider will provide County with thirty (30) days' advance notice (or as much advance notice as is possible if thirty (30) days' notice is not possible) regarding such changes and the management plan associated with such changes. County shall not be responsible for any additional costs associated with a change in Key Personnel.

Provider's project lead will provide status reports that detail the progress of tasks along with an updated Project Schedule on a weekly basis. Reporting will be communicated via email from Provider to the personnel designated by County.

4. Training

System Configuration Training: Provider shall provide a total of two (2) days System and configuration training for at least 10 employees designated by County. The training will be provided onsite at 2300 West Commercial Boulevard, Fort Lauderdale 33309. Provider shall supply all equipment, materials, and manuals for up to 10 attendees for the training.

User Training: Provider shall provide user and field technician training, which shall be conducted at a minimum of 4-days onsite training, for set-up and operation of the System. The specific training days will be as approved by the Contract Administrator (preferably on a Tuesday and Wednesday with two sections, from 9am – 12pm and 1pm – 4pm). Attendees will be up to 15 attendees, and the training topics and materials must be submitted to the Contract Administrator in advance for review and approval. Provider will supply all equipment, materials and manuals for up to 15 technicians for training sessions.

5. Deliverable Products and Services

A Notice to Proceed (NTP) will be issued by the Contract Administrator to the Provider after complete execution of this Agreement and SOW. Provider will then complete the following Deliverables within the Deadline stated, and the Deliverables shall comply with this SOW including the Deliverable Criteria stated:

| Deliverable | Deadline | Deliverable Criteria |
|--|--|--|
| Installation of Software at Primary System location | 14 days after NTP | Install and configure Software on County-provided server |
| Installation of Software on Secondary System server | 14 days after NTP | Install and configure Software on County-provided on Secondary System server and cooperate with relocation to Secondary System location |
| Provide reporting functionality including all reports listed in Schedule 2 | 14 days after NTP | |
| Configure the Equipment and Third Party Purchased Equipment | 14 days after NTP for Equipment; for Third Party Purchased Equipment, 14 days after applicable NTP | Register the County-provided IP addresses for all Equipment and the MAC ID of the Third Party Purchased Equipment so that all such Equipment is properly identified, monitored, and controlled by the System |

6. Final Acceptance

These Test Cases describe the testing that will be performed to verify enhanced features and performance improvements of the GTT Opticom Central Management System (CMS). Successful completion of the testing defined in this plan and CMS software will allow for the Final Acceptance of the project.

| TEST CASE 1 | | | | |
|--|---|--|---------------|----------|
| CMS SERVER SYSTEMS COMMUNICATIONS | | | | |
| Test Objective: Verify the CMS Server network connection to County's Signal System Communications Network. | | | | |
| STEP | ACTION | EXPECTED RESULT | PASS/ FAIL | COMMENTS |
| 1 | Issue Internet Control Message Protocol (ICMP) Echo Request to server. | Four successful timestamp replies. | | |
| 2 | Issue ICMP Echo Request to two, one field devices fiber and one cellular. | Four successful timestamp replies for each field device. | | |
| 3 | CMS Application communicates with field devices and retrieves data. | Data is retrieved from field devices to CMS Server. | | |

| TEST CASE 2 | | | | |
|--|---|--|---------------|----------|
| CMS SYSTEMS FUNCTIONALITY | | | | |
| Test Objective: Verify the CMS Server functionality. | | | | |
| STEP | ACTION | EXPECTED RESULT | PASS/ FAIL | COMMENTS |
| 1 | Launch CMS. | Verify CMS starts up with no errors. Default Location Management screen available. Lower left signed in with Windows account viewable. | | |
| 2 | Verify GTT Communication and Scheduling Services are running. | Communication Service and Scheduling Service status both are 'Running'. | | |
| 4 | Install firmware package. Download from GTT customer portal, run setup. | No errors. Latest version viewable. | | |
| 5 | Update GTT Firmware Package- Monitoring, right-click device, Update Firmware, Check for new firmware | GTT website launches, customer login to portal, select & download new version. | | |
| 6 | Install GIS Map database. Download from customer portal, run setup. | No errors. | | |
| 7 | Add and define additional Phase Selectors. | No errors. Status "In Call" screen refreshes according to poll rate. | | |
| 8 | Add Region to define scope of CMS installation under Tools, Options, change the word Region to our region. | Under Role Management, Roles & Users, Region is viewable. | | |
| 9 | Add CMS software users to "OpticomUsers" group. | Login as software user and perform duties | | |
| 10 | Add CMS system users using System-Wide Users Management Utility. Under Tasks List of Role Management Window | Login as system user and perform duties | | |

| TEST CASE 2 | | | | |
|--|---|---|---------------|----------|
| CMS SYSTEMS FUNCTIONALITY | | | | |
| Test Objective: Verify the CMS Server functionality. | | | | |
| STEP | ACTION | EXPECTED RESULT | PASS/ FAIL | COMMENTS |
| | logged in as Administrator only. | | | |
| 11 | Open CMS, Tools, Options, Product Information. | Product key and expiration date viewable. | | |
| 12 | Set View Options for Opticom Infrared. Tools, Options, Preferences, set View Information to Opticom Infrared. | See View Options are accepted as Opticom Infrared. | | |
| 13 | Update Phase Selector Boot Firmware. Monitoring, | Ability to view status bar during update Verify update screen displays 'successfully updated.' | | |
| 14 | Add vehicle and configure System Security/codes to level 0, 1, 2 or 3. Click Region, Add Jurisdiction, select level of jurisdiction, Add Vehicle, Get Available Code. | See new vehicle options | | |
| 15 | Configure GPS vehicle classes. | | | |
| 16 | Enter Mail Server info. Tools, Options, Email Settings. Enter a test email address and press test email settings button to verify email settings. | Open email and view email settings. | | |
| 17 | Active Call Notification activated at phase selector & activate CMS monitoring. | Ability to view configuration file changes after a call notification. | | |
| 18 | Install client workstation. Download from GTT Customer Portal, run setup. | Launch CMS client software | | |
| 19 | Install firmware package on client workstation. | Launch CMS client, verify updated firmware version. | | |
| 20 | Install GIS Map database. Download from GTT Customer Portal, run setup. | Launch GIS Map. | | |
| 21 | Open error logs located at c:\ProgramData\GTT\OpticomCMSInstallation\CurrentVersion\OpticomCMSInstallation. | View Detailed Results of Installation Log file verifying 'Services installed successfully,' 'Opticom CMS installation finished' & 'Installation Closing.' | | |
| 22 | Open error logs located at c:\ProgramData\GTT\OpticomCMSInstallation\CurrentVersion\OpticomCMSInstallation. | View Detailed Results: Database Engine Services- Passed. SQL Browser- Passed. SQL Writer- Passed. SQL Client Connectivity- | | |

| TEST CASE 2 | | | | |
|--|---|---|---------------|----------|
| CMS SYSTEMS FUNCTIONALITY | | | | |
| Test Objective: Verify the CMS Server functionality. | | | | |
| STEP | ACTION | EXPECTED RESULT | PASS/ FAIL | COMMENTS |
| | ntVersion\SQLServerInstall Log. | Passed. SQL Client Connectivity SDK- Passed. | | |
| 23 | Open SQL Rules Report File at c:\Program Files\Microsoft SQL Server\110\Setup Bootstrap\Log\20160915_151348\SystemConfigurationCheck_Report.htm | Global Rules, Install Global Rules, Install Feature Specific Rules, & Install Feature Specific Config. Rules- Passed. | | |
| 24 | Run Data Consistency Check on database. Tools, Data Consistency Check, Check Data button. | No data consistency issues found. Data consistency check complete. | | |

| TEST CASE 3 | | | | |
|--|---|---|---------------|----------|
| CMS APPLICATION CAPABILITY | | | | |
| Test Objective: Verify the CMS Application capability/functionality. | | | | |
| STEP | ACTION | EXPECTED RESULT | PASS/ FAIL | COMMENTS |
| 1 | Track intersection activity in real-time by having a test driver operating a vehicle equipped with a GPS vehicle kit. | Preempt the intersection and confirm CMS displays as such. | | |
| 2 | Configure phase selectors remotely. | Successfully configure field installed Opticom Model 764 Phase Selector | | |
| 3 | Update phase selector firmware remotely. | Successfully update field installed Opticom 764 Phase Selector with no errors reported. | | |
| 4 | Monitor/display multiply intersection activity screens simultaneously from one CMS PC terminal. | Successfully view between three (3) to five (5) intersections simultaneously | | |
| 5 | Receive automated maintenance alerts by disconnecting the field installed GPS Radio unit and the Auxiliary Interface Panel from the phase selector. | Automated maintenance alert successfully transmitted and received. | | |
| 6 | Generate maintenance report. | Report is generated identifying failures and maintenance activity. | | |

| TEST CASE 4 | | | | |
|---|--|---|------------|----------|
| CMS SERVER SYSTEMS VERIFICATION WITH ATMS | | | | |
| Test Objective: Verify the CMS Server network connection to TED's Signal System Communications Network validated with ATMS Preemptions. For the avoidance of doubt, payment will not be delayed due to failure to successfully complete this test as a result of ATMS vendor's fault or lack of cooperation. | | | | |
| STEP | ACTION | EXPECTED RESULT | PASS /FAIL | COMMENTS |
| 1 | Verify CMS preemption is also observed and verified on ATMS preemption report. | Preemption on CMS matched ATMS preemption occurrence time. | | |
| 2 | Verify CMS preemption direction is same on ATMS preemption report as to preemption number. | CMS direction correlates with ATMS preemption number. | | |
| 3 | Verify if CMS communications error effects results of ATMS. | Check if ATMS intersection communication is "green" when CMS communication Fails. | | |
| 4 | Spot check CMS preemption locations also defined on ATMS. | Preemption Intersections should be defined on both systems. | | |

| TEST CASE 5 | | | | |
|--|--|--|------------|----------|
| CMS SYSTEMS FUNCTIONALITY | | | | |
| Test Objective: : Verify the Secondary CMS Server functionality | | | | |
| STEP | ACTION | EXPECTED RESULT | PASS/ FAIL | COMMENTS |
| 1 | Launch CMS. | Verify CMS starts up with no errors. Default Location Management screen available. Lower left signed in with Windows account viewable. | | |
| 2 | Verify GTT Communication and Scheduling Services are running. | Communication Service and Scheduling Service status both are 'Running'. | | |
| 4 | Install firmware package. Download from GTT customer portal, run setup. | No errors. Latest version viewable. | | |
| 5 | Update GTT Firmware Package- Monitoring, right-click device, Update Firmware, Check for new firmware | GTT website launches, customer login to portal, select & download new version. | | |
| 6 | Install GIS Map database. Download from customer portal, run setup. | No errors. | | |
| 7 | Add and define additional Phase Selectors. | No errors. Status "In Call" screen refreshes according to poll rate. | | |
| 8 | Add Region to define scope of CMS installation under | Under Role Management, Roles & Users, Region is viewable. | | |

| TEST CASE 5 | | | | |
|---|---|--|---------------|----------|
| CMS SYSTEMS FUNCTIONALITY | | | | |
| Test Objective: : Verify the Secondary CMS Server functionality | | | | |
| STEP | ACTION | EXPECTED RESULT | PASS/ FAIL | COMMENTS |
| | Tools, Options, change the word Region to our region. | | | |
| 9 | Add CMS software users to "OpticomUsers" group. | Login as software user and perform duties | | |
| 10 | Add CMS system users using System-Wide Users Management Utility. Under Tasks List of Role Management Window logged in as Administrator only. | Login as system user and perform duties | | |
| 11 | Open CMS, Tools, Options, Product Information. | Product key and expiration date viewable. | | |
| 12 | Set View Options for Opticom Infrared. Tools, Options, Preferences, set View Information to Opticom Infrared. | See View Options are accepted as Opticom Infrared. | | |
| 13 | Update Phase Selector Boot Firmware. Monitoring, | Ability to view status bar during update Verify update screen displays 'successfully updated.' | | |
| 14 | Add vehicle and configure System Security/codes to level 0, 1, 2 or 3. Click Region, Add Jurisdiction, select level of jurisdiction, Add Vehicle, Get Available Code. | See new vehicle options | | |
| 15 | Configure GPS vehicle classes. | | | |
| 16 | Enter Mail Server info. Tools, Options, Email Settings. Enter a test email address and press test email settings button to verify email settings. | Open email and view email settings. | | |
| 17 | Active Call Notification activated at phase selector & activate CMS monitoring. | Ability to view configuration file changes after a call notification. | | |
| 18 | Install client workstation. Download from GTT Customer Portal, run setup. | Launch CMS client software | | |
| 19 | Install firmware package on client workstation. | Launch CMS client, verify updated firmware version. | | |
| 20 | Install GIS Map database. Download from GTT Customer Portal, run setup. | Launch GIS Map. | | |

| TEST CASE 5 | | | | |
|---|---|---|---------------|----------|
| CMS SYSTEMS FUNCTIONALITY | | | | |
| Test Objective: : Verify the Secondary CMS Server functionality | | | | |
| STEP | ACTION | EXPECTED RESULT | PASS/ FAIL | COMMENTS |
| 21 | Open error logs located at c:\ProgramData\GTT\OpticomCMSInstallation\CurrentVersion\OpticomCMSInstallation. | View Detailed Results of Installation Log file verifying 'Services installed successfully,' 'Opticom CMS installation finished' & 'Installation Closing.' | | |
| 22 | Open error logs located at c:\ProgramData\GTT\OpticomCMSInstallation\CurrentVersion\SQLServerInstallLog. | View Detailed Results: Database Engine Services- Passed. SQL Browser- Passed. SQL Writer- Passed. SQL Client Connectivity- Passed. SQL Client Connectivity SDK- Passed. | | |
| 23 | Open SQL Rules Report File at c:\Program Files\Microsoft SQL Server\110\Setup Bootstrap\Log\20160915_151348\SystemConfigurationCheck_Report.htm | Global Rules, Install Global Rules, Install Feature Specific Rules, & Install Feature Specific Config. Rules- Passed. | | |
| 24 | Run Data Consistency Check on database. Tools, Data Consistency Check, Check Data button. | No data consistency issues found. Data consistency check complete. | | |

SCHEDULE 1 to SOW

Unless otherwise approved in writing by the Contract Administrator and an authorized representative of Provider, the Equipment identified in this Schedule 1 is the Opticom equipment located at the following intersections:

| FILE NO | MAJOR STREET | MINOR STREET | CITY | ROAD_JUR ISDICTION |
|---------|---------------------------------|---------------------------|------------------|--------------------|
| 1059 | WILES ROAD | CORAL SPRINGS DRIVE | CORAL SPRINGS | COUNTY |
| 1089 | OAKLAND PARK BOULEVARD (SR 816) | I-95 INTERCHANGE (SR 9) | OAKLAND PARK | STATE |
| 1117 | OAKLAND PARK BOULEVARD (SR 816) | NW 36 TERRACE | LAUDERDALE LAKES | STATE |
| 1149 | OAKLAND PARK BOULEVARD (SR 816) | ANDREWS AVENUE | OAKLAND PARK | STATE |
| 1202 | ROCK ISLAND ROAD | NW 44 STREET | LAUDERHILL | COUNTY |
| 1211 | PINE ISLAND ROAD | MCNAB ROAD | TAMARAC | COUNTY |
| 1213 | CORAL SPRINGS DRIVE | ATLANTIC BOULEVARD | CORAL SPRINGS | COUNTY |
| 1218 | ATLANTIC BOULEVARD | RIVERSIDE DRIVE EAST | CORAL SPRINGS | COUNTY |
| 1271 | LYONS ROAD | WYNMOOR WAY/HAMMOCKS BLVD | COCONUT CREEK | CITY |
| 1424 | RIVERSIDE DRIVE | RAMBLEWOOD DRIVE | CORAL SPRINGS | COUNTY |
| 1477 | COMMERCIAL BOULEVARD | NW 79 AVENUE | TAMARAC | COUNTY |
| 1486 | CORAL RIDGE DRIVE | ROYAL PALM BOULEVARD | CORAL SPRINGS | COUNTY |
| 1504 | PINE ISLAND ROAD | TRAILS END | PARKLAND | COUNTY |
| 1511 | WILES ROAD | CORAL RIDGE DRIVE | CORAL SPRINGS | COUNTY |
| 1515 | UNIVERSITY DRIVE | WESTVIEW DRIVE | CORAL SPRINGS | CITY |
| 1550 | SR 7 (US 441) | REGENCY LAKES BOULEVARD | COCONUT CREEK | STATE |
| 1587 | PINE ISLAND ROAD | HOLMBERG ROAD | PARKLAND | COUNTY |
| 1609 | NOB HILL ROAD | N HERON BAY BLVD | PARKLAND | COUNTY |
| 2008 | SUNRISE BOULEVARD (SR 838) | NW 27 AVENUE | MSD | STATE |
| 2012 | SUNRISE BOULEVARD (SR 838) | NW 34 AVENUE | LAUDERHILL | STATE |

| FILE NO | MAJOR STREET | MINOR STREET | CITY | ROAD_JUR ISDICTION |
|---------|----------------------------|------------------------------------|-----------------|--------------------|
| 2013 | BROWARD BOULEVARD (SR 842) | W 31 AVENUE | MSD | STATE |
| 2015 | BROWARD BOULEVARD (SR 842) | NW 34 AVENUE | LAUDERHILL | STATE |
| 2016 | BROWARD BOULEVARD (SR 842) | NW 35 AVENUE/KENTUCKY AVENUE | LAUDERHILL | STATE |
| 2027 | SUNRISE BOULEVARD (SR 838) | SEARSTOWN/FEDERAL HIGHWAY (US 1/SR | FORT LAUDERDALE | STATE |
| 2037 | SUNRISE BOULEVARD (SR 838) | NW 31 AVENUE | LAUDERHILL | STATE |
| 2050 | SUNRISE BOULEVARD (SR 838) | ANDREWS AVENUE | FORT LAUDERDALE | STATE |
| 2080 | SUNRISE BOULEVARD (SR 838) | NW 15 AVENUE | FORT LAUDERDALE | STATE |
| 2081 | SUNRISE BOULEVARD (SR 838) | NE 15 AVENUE | FORT LAUDERDALE | STATE |
| 2087 | BROWARD BOULEVARD | PINE ISLAND ROAD | PLANTATION | COUNTY |
| 2101 | SUNRISE BOULEVARD (SR 838) | FLAGLER DRIVE/NE 5 TERRACE | FORT LAUDERDALE | STATE |
| 2102 | SUNRISE BOULEVARD (SR 838) | NW 24 AVENUE | MSD | STATE |
| 2120 | SUNRISE BOULEVARD (SR 838) | NE 17 WAY | FORT LAUDERDALE | STATE |
| 2138 | SUNRISE BOULEVARD (SR 838) | NE 4 AVENUE (SR 811) | FORT LAUDERDALE | STATE |
| 2176 | BROWARD BOULEVARD (SR 842) | SW 38 AVENUE | PLANTATION | STATE |
| 2177 | SR 7 (US 441) | BROWARD BOULEVARD (SR 842) | PLANTATION | STATE |
| 2178 | BROWARD BOULEVARD (SR 842) | W 46 AVENUE | PLANTATION | STATE |
| 2187 | BROWARD BOULEVARD (SR 842) | SW 24 AVENUE | FORT LAUDERDALE | STATE |
| 2191 | BROWARD BOULEVARD (SR 842) | EAST ACRE DRIVE | PLANTATION | STATE |
| 2192 | BROWARD BOULEVARD (SR 842) | SW 54 AVENUE | PLANTATION | STATE |
| 2194 | BROWARD BOULEVARD (SR 842) | W 69 AVENUE | PLANTATION | STATE |

| FILE NO | MAJOR STREET | MINOR STREET | CITY | ROAD_JUR ISDICTION |
|---------|----------------------------|---------------------------------------|-----------------|--------------------|
| 2197 | UNIVERSITY DRIVE (SR 817) | BROWARD BOULEVARD (SR 842) | PLANTATION | STATE |
| 2251 | BROWARD BOULEVARD (SR 842) | NW 70 AVENUE | PLANTATION | STATE |
| 2267 | BROWARD BOULEVARD | MALL ENTRANCE (TOYS-R-US DRIVEWAY) | PLANTATION | COUNTY |
| 2271 | BROWARD BOULEVARD (SR 842) | FIG TREE LANE/NW 59 AVENUE | PLANTATION | STATE |
| 2312 | BROWARD BOULEVARD | NW 82 AVENUE | PLANTATION | COUNTY |
| 2314 | BROWARD BOULEVARD | W 84 AVENUE | PLANTATION | COUNTY |
| 2320 | SUNRISE BOULEVARD | HIATUS ROAD | PLANTATION | COUNTY |
| 2326 | BROWARD BOULEVARD (SR 842) | ELDORADO PARKWAY | PLANTATION | STATE |
| 2327 | SUNRISE BOULEVARD | NW 136 AVENUE | SUNRISE | COUNTY |
| 2349 | SUNRISE BOULEVARD | SATIN LEAF WAY/WHITE SEAHORSE WAY | SUNRISE | COUNTY |
| 2367 | FLAMINGO ROAD | NW 8 STREET | SUNRISE | CITY |
| 2423 | PURPLE PARROT PL | SAWGRASS MILLS CIR | <Null> | CITY |
| 2427 | BROWARD BLVD | SW 22 AVENUE | FORT LAUDERDALE | STATE |
| 3002 | UNIVERSITY DRIVE (SR 817) | MIRAMAR PARKWAY | MIRAMAR | STATE |
| 3003 | PINES BOULEVARD (SR 820) | W 72 AVENUE | PEMBROKE PINES | STATE |
| 3014 | UNIVERSITY DRIVE (SR 817) | PINES BOULEVARD (SR 820) | PEMBROKE PINES | STATE |
| 3266 | PARK ROAD | HILLCREST DRIVE | HOLLYWOOD | CITY |
| 3383 | UNIVERSITY DRIVE (SR 817) | SOUTH FLORIDA STATE HOSPITAL ENTRANCE | PEMBROKE PINES | STATE |
| 3390 | WESTON ROAD | INDIAN TRACE | WESTON | CITY |
| 3423 | STIRLING ROAD (SR 848) | SW 18 AVENUE | HOLLYWOOD | STATE |
| 3438 | MIRAMAR PARKWAY | SW 148 AVENUE | MIRAMAR | CITY |
| 3493 | WESTON ROAD | NORTH CORPORATE LAKE BLVD | WESTON | CITY |
| 3565 | WESTON ROAD | MERIDIAN PKWY | WESTON | CITY |
| 3574 | SHERIDAN ST | N/NW 76 AVENUE | PEMBROKE PINES | COUNTY |

SCHEDULE 2 to SOW
List of Opticom Central Management System Reports

1. System Usage Report
2. Agency Usage Report
3. Top Preempted Intersection Report
4. Top Preempting Vehicle Report
5. Inactive Intersections Report
6. Inactive Vehicle Report
7. Unregistered Vehicle Report
8. Unauthorized Vehicle Report
9. Long Call Duration Report
10. System Diagnostic Report
11. Event Log Report

Exhibit B – Payment Schedule

The rates specified below shall be in effect for the entire Initial Term of the Agreement. Notwithstanding anything to the contrary in this Agreement, Support and Maintenance Services fees and Optional Services pricing shall remain fixed for the Initial Term. Thereafter, Provider may increase its fees on an annual basis with at least ninety (90) days' advance written notice to County provided that such increase per annum shall not exceed the lesser of 3% or the Producer Price Index (PPI). The increase or decrease in PPI shall be calculated as follows: the difference of PPI current period less PPI previous period, divided by PPI previous period, times 100. The PPI previous period shall mean for the same month of the prior year. All PPI indices shall be obtained from the U.S. Department of Labor table for Producer Price Index Commodity data for Machinery and equipment-Intercommunications, alarm and traffic control systems, not seasonally adjusted. Series ID : WPU11760303. Prices for any Equipment, Software and Services not listed below will be at Provider's then current list price or another price agreed upon by both Parties.

Provider shall invoice County the purchase price amounts stated in this Exhibit B for the respective Equipment and Services:

Software License and Services Fees

| Description | Unit | Invoicing | Invoice Amount |
|----------------------------------|---------------------|----------------------------------|----------------|
| Perpetual Enterprise License Fee | 1,000 intersections | One Time Fee at Final Acceptance | \$45,000 |
| Services (Exhibit A) | Per Exhibit A | One Time Fee at Final Acceptance | \$5,400 |

Support and Maintenance Services Fees

| Specific Support and Maintenance Services | Unit or Term | Invoicing | Invoice Amount |
|---|--|----------------------|---|
| Support and Maintenance Services for System per Exhibit D | Prior to Final Acceptance, and Year 1 after Final Acceptance | N/A | \$ No Cost |
| Support and Maintenance Services per Exhibit D after Year 1 | Annually after Final Acceptance | Quarterly in arrears | \$ 6,750/annually (up to 1,000 intersections) plus 15% of any additional licenses |

Any travel expenses or fees incurred by Provider under this SOW shall be the sole responsibility of Provider, unless otherwise expressly stated in this SOW or applicable Work Authorization.

Equipment Fees

The Equipment Fees charged to County for Equipment listed in Schedule 1 shall be at the prices stated below during the Initial Term. Any additional Equipment ordered by County may be purchased utilizing a purchase order, and shall be priced at the prices listed below during the Initial Term, and during any renewal terms, the lesser of (a) the prices listed below pursuant to the 3%/PPI escalation provision stated above; or (b) a 5% discount off the then-current Provider

list price (as confirmed by the Contract Administrator). Before the start of each renewal term, Provider shall provide a current list price to Contract Administrator on at least an annual basis (or shall provide a URL or hyperlink at which the then-current price list is available).

| Description | Unit/ Term | Invoicing | Invoice Amount (2017 List Price Less 5%) |
|---|------------|---------------|--|
| C1354902Q1--01-01 Opticom Model #764 Multimode Phase Selector | Each | Upon delivery | \$2,613.45 |
| C1354902Q1--01-02 Opticom Model #3100 GPS Radio Unit | Each | Upon delivery | \$2,546.00 |
| C1354902Q1--01-02A Opticom Model #3101 GPS Radio Unit | Each | Upon delivery | \$2,546.00 |
| C1354902Q1--01-03 Opticom Model #768 Auxiliary Interface Panel | Each | Upon delivery | \$285.00 |
| C1354902Q1--01-04 Opticom Model #760 Card Rack With P1 Harness | Each | Upon delivery | \$159.60 |
| C1354902Q1--01-05 Opticom Model #1070 GPS Installation Cable | Spool | Upon delivery | \$570.00 |
| C1354902Q1--01-06 Opticom Model #1070 GPS Installation Cable | Spool | Upon delivery | \$1,425.00 |
| C1354902Q1--01-07 Opticom Series 2000 High Priority GPS Vehicle Kit | Each | Upon delivery | \$2,850.00 |
| C1354902Q1--01-08 Opticom Series 2000 Low Priority GPS Vehicle Kit | Each | Upon delivery | \$2,850.00 |
| C1354902Q1--01-09 High Priority Vehicle Installation Kit | Each | Upon delivery | \$95.00 |
| C1354902Q1--01-10 Low Priority Vehicle Installation Kit | Each | Upon delivery | \$95.00 |
| C1354902Q1--01-11 Repair Model # 1010 GPS Radio Antenna | Each | Upon delivery | \$636.50 |
| C1354902Q1--01-12 Repair Model #1000 Phase Selector Card | Each | Upon delivery | \$622.25 |
| C1354902Q1--01-13 Repair Model #3100 GPS Radio Unit | Each | Upon delivery | \$636.50 |
| C1354902Q1--01-14 Repair Model #764 Phase Selector | Each | Upon delivery | \$653.36 |

Optional Services (including Additional Licenses)

| Description | Unit/Term | Invoicing | Invoice Amount |
|--|---|---------------------------------|---|
| Consulting (including Transition & Disentanglement Services) | Hourly | Monthly in arrears | \$ 150/hour (not including travel; any travel is subject to Section 5.3 of the Agreement) |
| Additional Training | Hourly | Monthly in arrears | \$ 5,400 for two-day training inclusive of travel |
| License Fee for Additional Intersections | Per block of 5 up to 75 additional intersections; thereafter blocks of 25 intersections | Per Order or Work Authorization | \$150/intersection |
| Support and Maintenance for Additional Intersections | Per Intersection | Quarterly in arrears* | 15% of License Fee |

* The invoicing for any additional intersections shall be synchronized with the then-existing invoicing schedule, including the initial quarter pro rata to the extent applicable.

Exhibit C - Support and Maintenance Services

Provider shall provide County with Support and Maintenance Services to County for an additional fee so as to ensure and maintain optimal performance of the Software consistent with the Statement of Work and the Documentation, which service shall include the following:

- Timely response and resolution of any errors, defects, or malfunctions, or other issues affecting the use or performance of the Software or System (collectively, "Events") in keeping with the Required Response Times stated below;
- Providing and facilitating the installation of updates, upgrades, and releases as they are made available to Provider's other clients;
- Notification of patches and updates affecting security, and applying, testing, and validating the appropriate patches and updates and/or workarounds on a test version of the application before distribution.
- On-call availability via telephone and e-mail during normal business hours to receive and respond to inquiries or questions from County regarding use, operation, or functionality of the Software;
- Emergency availability via telephone and e-mail after hours to receive and respond to specific technical problems and questions relating to the operation or functionality of the Software;
- Use of ongoing commercially reasonable efforts to maintain the optimal functioning of the Software, to correct programming and coding errors, and to provide solutions to known errors affecting the operation of the Software;
- Routine notification to County as it becomes available of new or updated information pertinent to operation of the Software.

Support and Maintenance Services shall be provided via telephone, electronic communication, on-site, or as otherwise appropriate to address the issue.

Any update, upgrades, releases, or other modifications to the Software shall be provided via electronic communication and for download via the Internet, if practicable. To the extent necessary to resolve an Event or other support request, Provider shall provide support on-site at any office or location of a Broward County agency. Provider agrees that its personnel shall be suitably trained in the operation, support and maintenance of the Software. If in the reasonable opinion of County, the personnel provided are not acceptable, Provider agrees to provide suitable replacements.

Required Response Times. Upon notice by County of an Event, Provider shall address and resolve the Event consistent with the following priority, response and resolution levels:

| Priority Description | Definition | Response Time After Notice | Resolution Time after Notice |
|----------------------|---|---|------------------------------|
| Critical | Event that renders the Software and/or interfaces inoperable or allows unauthorized access. | 1 hour during normal business hours; or within 1 hour of beginning of next business day if outside of normal business hours | Work until corrected |
| Severe | Event that results in a significant impairment of performance of the | 1 hour during normal business hours; or within 1 hour of beginning of next business day | Work until corrected |

| Priority Description | Definition | Response Time After Notice | Resolution Time after Notice |
|----------------------|---|--|------------------------------|
| | Software or impairs essential operations or allows unauthorized access. | if outside of normal business hours | during normal business hours |
| Minor | Event that has minor impact to County's business and that does not impact normal operation of the Software. | 2 hours during normal business hours; or next business day if outside of normal business hours | Future patch or release |
| Minimal | Event that has minimal impact or no impact on County's business. | 2 hours during normal business hours; or next business day if outside of normal business hours | Future release |

Notwithstanding the above-stated schedule, Provider shall use its continuing commercially reasonable efforts to correct the Event as expeditiously as it can. The Priority Description for each error or issue shall be reasonably determined by the Contract Administrator.

Excluded Events. Any Event that Provider, after consultation with County, reasonably determines was caused by a force majeure event, a network outage affecting areawide systems and networks other than this System, or by other third-party equipment or software that is either not approved by Provider or is not subject to the compatibility requirements of Section 3.4.2, shall not be deemed an Event subject to Support and Maintenance Services, unless otherwise agreed by the Parties.

Records and Reports. Provider will maintain records of its Support and Maintenance Services, and provide County with online access to an Event ticketing system, which shall include at least the following:

- Date, time, and name of contact for each Event;
- Date and time of response by Provider;
- Description of Event and analysis of error, defect, or other issue causing Event;
- All steps and actions taken to resolve the Event;
- Date and time of resolution and County representative notified of resolution; and
- All equipment and/or labor costs associated with resolution.

At the request of County, Provider shall provide monthly reports of the foregoing records as well as statistics of Provider's average monthly compliance with the Required Response Times.

Failure to Meet Required Response Times. If Provider fails to meet the Required Response Times due to its own fault, County may offset against any sums due Provider \$100 for each hour that Provider's average response time in the preceding month exceeds the Required Response Times, which the Parties agree is a fair and reasonable approximation of County's negative financial impact caused by the delay in Provider's response.

DownTime Maintenance Credit. If a Severe or Critical Event is not resolved or reduced to Minor or Minimal priority level, or a plan for resolution proposed by Provider that is reasonably acceptable to Contract Administrator is not provided, within two (2) business days after notice to Provider, Provider will refund to County five percent (5%) of the monthly fee (or monthly pro rata equivalent, if the fee is other than monthly) for Support and Maintenance Services for each additional business hour that the Event remains unresolved or at the Severe or Critical priority level which the Parties agree is a fair and reasonable approximation of County's negative financial impact caused by the delay in Provider's response. Such refunds will be paid within 10 days of

County's written request or, at County's option, may be credited against future sums due to Provider.

The remedies stated above for Failure to Meet Required Response Times and DownTime Maintenance Credit shall be County's exclusive remedy for Provider's failure to meet Required Response Times or any agreed upon uptimes.

Exhibit D Minimum Insurance Requirements

Project: Traffic Engineering GTT CMS
Contract Manager: Janet Basall


| TYPE OF INSURANCE | ADDL INSD | SUBR WYD | 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 Personal Injury Products & Completed Operations | \$1,000,000 | \$2,000,000 |
| 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"/> | | | |
| <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 | \$1,000,000 | |
| <input type="checkbox"/> CYBER LIABILITY | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | If claims-made form: Extended Reporting Period of: *Maximum Deductible: | years \$10 k | |
| <input type="checkbox"/> PROFESSIONAL LIABILITY (ERRORS & OMISSIONS) | N/A | <input checked="" type="checkbox"/> | If claims-made form: Extended Reporting Period of: *Maximum Deductible: | years \$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> | | | *Maximum Deductible (Wind and/or Flood): *Maximum Deductible: | Not to exceed 5% of completed value \$10 k | Completed Value |
| 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 | | |  <small>Digitally signed by Janet Basall DN: cn=Janet Basall, o=Broward County, ou=County of Broward, email=jbasall@broward.org, c=US Date: 2018.12.19 11:23:17 -05'00'</small> Risk Management Division | | |

Exhibit E – Work Authorization Form
WORK AUTHORIZATION FOR AGREEMENT _____

Contract Number: _____

Work Authorization No. _____

This Work Authorization is between Broward County and _____ (“Provider”) pursuant to the Agreement, executed on _____. In the event of any inconsistency between this Work Authorization and the Agreement, the provisions of the Agreement shall govern and control.

Services to be provided: [DESCRIBE IN DETAIL]

Agreement at issue is ___ Lump Sum/ ___ Not-to-Exceed for amount: \$ _____

The time period for this Work Authorization will be from the date of complete execution until ____ (____) days after County’s Notice to Proceed for the Services to be provided under this Work Authorization, unless otherwise extended or terminated by the Contract Administrator.

Fee Determination: Payment for services under this Work Authorization is as follows:

| | |
|---------------------------------------|----------|
| Professional Services | \$ _____ |
| General Services | \$ _____ |
| Goods/Equipment | \$ _____ |
| Total Cost of this Work Authorization | \$ _____ |

The foregoing amounts shall be invoiced by Provider upon written acceptance by County of all goods and services provided under this Work Authorization.

County

| | | | |
|-----------------|------------------------|-----------------------|------|
| _____ | Contract Administrator | _____ | Date |
| Project Manager | Date | Board and/or Designee | Date |

Provider

| | | | |
|--------|------------|-------|------|
| _____ | Signed | _____ | Date |
| Attest | Typed Name | _____ | |
| | Title | _____ | |

EXHIBIT F OPTIONAL SERVICES

Additional software, goods, or professional services

Additional Services may be acquired as Optional Services for additional Software, goods, or services, including without limitation additional training, additional server configuration or migration, relating to the Software or Services provided under this Agreement. Any such requested Optional Services shall be provided at the rates set forth in the Payment Schedule unless otherwise agreed in the applicable Work Authorization, and if no rates are provided, then at Provider's then-current rates.

Transition & Disentanglement Services

The Parties acknowledge and agree that upon the expiration or termination of this Agreement, the good faith efforts of Provider to facilitate the smooth, efficient, and secure transition of data and services to another provider (or to County, to the extent applicable) without any unnecessary interruption or adverse impact on County operations ("Disentanglement") is a critical objective of the Parties and a material obligation of Provider under this Agreement at the rates set forth in Exhibit B. All obligations of Provider under this Agreement shall be construed consistent with this objective.

At request of County, Provider shall provide prompt, good faith, and reasonable assistance to County in disentangling County data, business, and operations from the Software and, to the extent applicable, transitioning to a new software, system, or provider.