

MASTER SALE OF GOODS AND SERVICES AGREEMENT

This Master Sale of Goods and Services Agreement (“MSA” or “Agreement”) is made as of _____, (the “Effective Date”) by and between Miovision Technologies US, LLC (as amended from Global Traffic Technologies, LLC pursuant to articles of amendment) (“Miovision US”), with its offices at 801 Transfer Road, Unit G02, St. Paul, Minnesota, 55114 and City of Augusta, GA (“Customer”), having its offices at 452 Walker Street, Augusta, GA, 30901, United States. Together, Miovision US and Customer may be referred to as “Parties” and individually as a “Party” to this MSA.

WHEREAS, Miovision US is the provider of certain hardware and software products manufactured and distributed by Miovision US and is therefore in a unique position to provide services related to its products; and

WHEREAS, Customer desires that Miovision US perform services as defined herein for the Customer in relation to certain products; and Miovision US desires to perform such services for the Customer, subject to the terms and conditions set forth below.

NOW, THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties do hereby agree as follows:

1. DEFINITIONS.

- A. “Customer” – as used herein, means any purchaser or user of any of Miovision US’ products and/or services, including but not limited to, contractors, dealers, end users and original equipment manufacturers.
- B. “Products” – as used herein, means any hardware and/or software, excluding any software offered as a service, as specified in any schedule, purchase order or otherwise, regardless of whether such Products are purchased, leased, or subscribed to.
- C. “Software” – as used herein, means the executable code made available to Customer as a perpetual license, including documentation and to the extent software maintenance is kept current, software updates.
- D. “Services” – as used herein is defined as the services provided by Miovision US or its subcontractors as outlined in the Agreement, which may include but are not limited to:
 - 1. “Up-Front Services” – as used herein, means the Services provided initially that are necessary to achieve First Productive Use (defined herein):
 - i. Site survey (intersections and/or vehicles) – Miovision US will survey Customer’s intersections and vehicles to determine current infrastructure and needs, including wiring, hardware mounting locations and other key information necessary to ensure a successful deployment. For avoidance of doubt, Customer agrees to make vehicles and intersections available to Miovision US to enable the site survey.
 - ii. Project management – Miovision US will assign a project manager to work with Customer to create a project plan and then manage the resources deployed to execute the plan.
 - iii. Installation (intersections) – Miovision US will install, configure and test phase selectors, modems, radios, antennas and/or cables, including testing to ensure proper operation and in preparation for Final Testing (defined herein).

- iv. Installation (vehicles) – Miovision US will install, configure and test vehicle kits, computers, modems, radios, antennas, cables and/or software, including testing to ensure proper operation and in preparation for Final Testing.
 - v. Training (2 days, 1 trainer; includes travel) – Miovision US will provide two days of training at the Customer's location. Customer may have an unlimited number of participants so long as they are employees or representatives of Customer. Customer must provide the training room and any needed audio/visual equipment.
 - vi. Engineering services – Miovision US will provide custom work if/when applicable and included in the Agreement.
2. "Ongoing Services" – as used herein, means the Services provided subsequent to Up-Front Services:
- i. Hosting – Miovision US will install its software on a remote, secure, 3rd party server, to be accessed by Customer and/or Miovision US as a service. All maintenance of the server is included. Fees for this service are billed annually, quarterly or monthly, depending upon the payment terms outlined in the Agreement.
 - ii. Data collection and reporting – Miovision US will collect data, generate reports and publish as defined as appropriate by Miovision US, or as agreed to in writing by the Parties.
 - iii. Monitoring and optimizing – Miovision US will monitor Customers' systems to ensure operational status. Miovision US will also look for opportunities to optimize the system, which will be communicated to Customer as applicable. To the extent outages are discovered, Miovision US will (or alert Customers as to the need to) deploy resources to provide repair/replacement services locally. For avoidance of doubt, monitoring includes reviewing data related to vehicles and intersections, but does not include outages that aren't managed by Miovision US (e.g., customer-provided cellular connectivity).
 - iv. Repairs/replacements (intersections) – When outages occur, Miovision US will attempt to repair remotely if possible and will deploy local resources to provide services when needed. Local resources will be Miovision US, Miovision US' dealers, or other 3rd party resources approved and subcontracted by Miovision US.
 - v. Repairs/replacements (vehicles) – When outages occur, Miovision US will attempt to repair remotely if possible and will deploy local resources to provide services when needed. Local resources will be Miovision US, Miovision US' dealers, or other 3rd party resources approved and subcontracted by Miovision US.
 - vi. Cellular data – Machine to machine cellular connectivity. Provided by vendor of Miovision US' choice, but contracted by Miovision US for the benefit of Customer.
 - vii. "Software Maintenance" – Provides Customer with access to the customer care center, defect fixes and Software Updates.
 - viii. "Software as a Service" or "SaaS" – Hosted software made available as a Service to Customer by Miovision US, where no perpetual license is granted.

THE INFORMATION ABOVE CONCERNING SERVICES IS INTENDED TO DEFINE ALL AVAILABLE SERVICES OFFERED BY MIOVISION US, WHICH MAY OR MAY NOT BE INCLUDED IN THIS AGREEMENT. THE FACT THAT SUCH DEFINITIONS ARE INCLUDED IN THE AGREEMENT IN NO WAY

IMPLIES OR IMPLICATES MIOVISION US TO PROVIDE SUCH SERVICES, UNLESS THE SERVICES ARE SPECIFICALLY LISTED IN SCHEDULE A.

- E. "Services Completion" – is defined as the point at which individual Services have been delivered, as determined and documented by Miovision US. Services Completion represents acceptance of the individual Services delivered when Services Completion occurs.
 - F. "Final Testing" is the point at which the following can be confirmed and documented by Miovision US, or in the case of delays caused by the Customer, 30 days from the date Services Completion occurred, whichever is sooner:
 - 1. As applicable, the Products installed in all vehicles available for testing can send a request for priority control to the Products installed in all intersections available for testing; and all Products installed in all intersections available for testing can receive a request for priority control; and documentation of the events can be provided to Customer.
 - 2. As applicable, Miovision US' management software can connect with all intersections and vehicles available for testing and documentation of the event can be provided to Customer.
 - G. "First Productive Use" is the point at which the following can be confirmed and documented by Miovision US, or in the case of delays caused by the Customer or other third-parties not within the control of Miovision US, 30 days from the date Service Completion occurred, whichever is sooner:
 - 1. Services Completion has occurred.
 - 2. Successful Final Testing has occurred.
 - H. "Order" – as used herein, means any written document, signed by the Customer, to purchase Products and/or Services from Miovision US.
2. TERMS AND CONDITIONS. The Terms and Conditions in Schedule B are hereby incorporated into this MSA and made part thereof ("Schedule B"). The Terms apply to all purchases made by Customer, regardless of whether Customer is purchasing, leasing, or subscribing to Services. In the event any term or condition in the Terms conflicts with any other term or condition of this MSA, the term or condition of this MSA shall control.
3. SALE OF GOODS AND SERVICES. To the extent Customer purchases Products and/or Services from Miovision US, the details regarding such purchase are specifically set forth in the attached Schedule A, which attachment is hereby incorporated into this MSA and made a part hereof ("Schedule A"). Specific terms, such as pricing, quantity and the level of service(s) being provided, shall be as set forth in Schedule A. To the extent any subsequent purchases or service offerings are requested by Customer, these additions will be added to the MSA by way of a subsequent Schedule A, which will follow sequential order; for example, Schedule A-1, Schedule A-2 and so forth. Miovision US agrees to use commercially reasonable efforts to perform the Services during the timeframe outlined within the Schedule A, but reserves the right to extend that timeframe if necessary to complete the work as mutually agreed upon by Customer and Miovision US.
4. TERM. The term of this MSA will begin on the date of signature and will continue as set forth in Schedule A or until the expiration of any subsequent schedules, whichever is longer.

5. INTELLECTUAL PROPERTY.

- A. Definition of Intellectual Property. "Intellectual Property" shall mean all intellectual property and industrial property rights and assets, however arising, pursuant to the laws of any jurisdiction throughout the world, whether registered or unregistered, including without limitation any and all: (a) trademarks, service marks, trade names, brand names, logos, trade dress, design rights and other similar designations of source, sponsorship, association or origin, together with the goodwill connected with the use of and symbolized by and all registrations, applications and renewals for, any of the foregoing; (b) works of authorship, expressions, designs and design registrations, whether or not copyrightable, including copyrights, author, performer, moral and neighboring rights and all registrations, applications for registration and renewals of such copyrights; (c) inventions, discoveries, trade secrets, business and technical information and know-how, databases, data collections and other confidential information and all rights therein; (d) patents (including all reissues, divisionals, provisionals, continuations and continuations-in-part, re-examinations, renewals, substitutions and extensions thereof), patent applications and other patent rights and any other governmental authority-issued indicia of invention ownership (including inventor's certificates, petty patents and patent utility models); and (e) software and firmware, including data files, source code, object code, scripts, mark-up language, application programming interfaces, architecture, files, records, schematics, computerized databases and other related specifications and documentation.
- B. Deliverables. The term "Deliverables" shall include only materials and services delivered to Customer by Miovision US that are expressly identified in Schedule A or any subsequent schedules, if any ("Deliverables"). Unless otherwise stated in Schedule A, Schedule B, or any subsequent schedules, Miovision US owns and to the extent not owned, is hereby assigned by Customer, all right, title and interest in all Deliverables including without limitation all Intellectual Property in and to such Deliverables. Subject to the terms of this MSA, Miovision US grants a limited, non-exclusive, royalty-free license to Customer to the Deliverables and Miovision US Intellectual Property related to the Deliverables solely to extent and term necessary for Customer to use the Deliverables as contemplated under Schedule A or the applicable subsequent schedules.
- C. Trademarks. As may be required in this MSA, including Schedule A and subsequent schedules, Miovision US may use the trademarks and trade names of Customer in connection with its provision of Services and/or other business uses and Customer hereby licenses such trademarks and trade names to Customer for such purposes.

6. INDEMNIFICATION.

- A. Indemnification by Customer. Customer shall indemnify, defend and hold harmless Miovision US and its officers, directors, employees, agents, representatives, subsidiaries, parents, affiliates, vendors, resellers, independent contractors, successors, and permitted assigns (collectively, "Miovision US Indemnified Parties") against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys' fees and attorneys' fees and the costs of enforcing any right to indemnification under this MSA and the attorneys' fees and cost of pursuing any insurance providers, incurred by Miovision US Indemnified Parties or awarded against Miovision US Indemnified Parties relating to, arising out of, or resulting from: (1) any claim of a third party arising out of or occurring in connection with Customer's gross negligence, willful misconduct, violation of any applicable law or regulation, or breach of this MSA; or (2) the ownership, licensing, selection, possession, leasing, renting, operation, control, use, maintenance, delivery, return, or other disposition of the Products or Services results in any personal injury, wrongful death, or property damage resulting in relation to the use of the Products or Services.
- B. Indemnification by Miovision US. Miovision US shall indemnify, defend and hold harmless Customer and its officers, directors, employees, agents, representatives, subsidiaries, parents, affiliates, vendors, resellers,

independent contractors, successors, and permitted assigns (collectively, "Customer Indemnified Parties") against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys' fees, fees and the costs of enforcing any right to indemnification under this MSA and the cost of pursuing any insurance providers, incurred by Customer Indemnified Parties or awarded against Customer Indemnified Parties relating to, arising out of, or resulting from any claim of a third party arising out of or occurring in connection with Miovision US' gross negligence, willful misconduct, violation of any applicable law or regulation, or breach of this MSA.

7. INTELLECTUAL PROPERTY INDEMNIFICATION.

- A. By Miovision US. Miovision US agrees to indemnify, hold harmless and defend Customer and its directors, officers, employees, and agents from and against all losses, liabilities, damages, claims, and expenses, including reasonable attorneys' fees and court costs, arising out of or relating to any claim by any third party unaffiliated with the Customer alleging that: Customer's use of the Products or Services in accordance with this MSA infringes or violates the patent, copyright, trade secret, proprietary, or other Intellectual Property right of any such third party. Should Customer's use of the Products or Services in accordance with the terms and conditions of this MSA become, or in Miovision US' opinion be likely to become, the subject of such a claim described in the immediately foregoing clause, then, Customer will permit Miovision US, at Miovision US' option and expense, either to: (1) procure for Customer the right to continue its use in accordance with the terms and conditions of this MSA of the Products and Services, (2) replace or modify the Products and Services so that Customer's use of the Products and Services in accordance with the terms and conditions of this MSA no longer infringes or violates the Intellectual Property rights of any third party, provided such replaced or modified Products and Services provides at least substantially equivalent functionality and comparable performance characteristics in all material respects; or (3) terminate this MSA (and all licenses granted hereunder), or any addenda or portion thereof (including without limitation the license of specific software or lease of certain products) and Customer shall return the non-conforming Products and Services and Miovision US shall refund the price of such materially impacted Products and Services. Notwithstanding any provision herein to the contrary, Miovision US shall have no obligation or liability to Customer to the extent any such third party claim of infringement or other violation of any Intellectual Property right of any such third party is caused by the unlicensed use of the Products or Services by Customer, Customer's failure to operate the Products or Services solely as a part of a system comprised entirely of Miovision US or Miovision US authorized hardware and software, use of the Products or Services with software or hardware other than as intended.
- B. Notwithstanding the foregoing or anything else in the Agreement, the parties expressly acknowledge and agree that nothing in this Section, nor in this Agreement, shall be interpreted or construed to operate as: (i) a disclaimer of the Customer's liability, or the liability of any of the Customer's officials, directors, officers, employees, agents, partners, affiliates, volunteers, or subcontractors, at law or in equity; nor (ii) a prohibition on Miovision US, its affiliates, or any of their respective officials, directors, officers, employees, agents, partners, affiliates, volunteers, or subcontractors, from bringing any claim, suit or action, or seeking any remedy or judgment, against the Customer, or any of the Customer's officials, directors, officers, employees, agents, partners, affiliates, volunteers, or subcontractors, for any cause whatsoever, in a court or tribunal of competent jurisdiction in the state of Georgia.
- C. Indemnification Procedure. The Party seeking indemnification (the "Indemnified Party") shall notify the party from which the Indemnified Party is seeking indemnification (the "Indemnifying Party") promptly after the Indemnified Party receives notice of a claim for which indemnification is sought under this MSA, provided, however, that no failure to so notify the Indemnifying Party shall relieve the Indemnifying Party of its obligations under this MSA except to the extent that it can demonstrate damages directly attributable to such failure. The Indemnifying Party shall have authority to defend or settle the claim; provided however that the Indemnified

Party, at its sole discretion and expense, shall have the right to participate in the defense and/or settlement of the claim and provided further, that the Indemnifying Party shall not settle any such claim imposing any liability or other obligation on the Indemnified Party without the Indemnified Party's prior written consent.

8. GENERAL PROVISIONS.

- A. Entire Agreement. This MSA, including any documents attached hereto and incorporated by reference, supersedes any and all other prior agreements, understandings, negotiations, or communications, either oral or in writing, between the Parties or their representatives and constitutes the entire understanding of the Parties with respect to its subject matter. No form, invoice, bill of lading, shipping document, order, purchase order, receipt, or other document provided by either Party shall operate to supersede, modify, or amend any provisions of this MSA, even if either Party has initialed, signed, or otherwise acknowledged such document regardless of the timing of the execution or presentment in relation to the execution of this MSA, unless the document expressly states that it modifies or amends this MSA and is signed by authorized representatives of both Parties. This MSA may not be modified, altered, or waived, in whole or in part, except in a writing signed by the duly authorized representatives of the Parties hereto. In the event of any conflict between the terms of the addenda, schedule, exhibits, terms and conditions, or schedules, if any, to this MSA, the terms of the conflicting provision in the addenda, schedule, exhibits, terms and conditions shall supersede the conflicting terms in this MSA. Wherever possible, the terms of the addenda, schedule, exhibits, terms and conditions, or schedules, if any, to this MSA shall be read to be in addition to and not in conflict with, this MSA.
- B. Notices. Written notices as required under this MSA shall be deemed to have been given or made on the next business day when sent by the use of overnight courier, or on the fifth business day after deposit, postage prepaid in the U.S. mail for certified or registered mail to the addresses of the Parties set forth at the beginning of this MSA, Attention: LEGAL. The address for notice may be changed at any time by giving prior written notice as above provided.
- C. Effect of Waiver. The failure of either Party to insist on strict compliance with any of the terms, covenants, or conditions of this MSA by the other Party will not be deemed a waiver of that term, covenant, or condition; nor will any waiver or relinquishment of that right or power be for all or any other times.
- D. Assignment. This Agreement shall be binding on the Parties and their successors and permitted assigns. However, neither Party shall have the right to grant sublicenses hereunder or to otherwise assign, alienate, transfer, encumber, or hypothecate any of its rights or obligations hereunder, in whole or in part, or delegate any of its obligations hereunder to any person without the prior written consent of the other Party, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, either Party may assign its rights or obligations in whole or in part under this Agreement to a wholly-owned subsidiary of its parent or to an entity under common control, or pursuant to a merger, consolidation, reorganization, or a sale of substantially all of its assets; provided that the assigning Party shall provide written notice to the other Party, which consent shall not be unreasonably withheld of any such assignment shall not relieve either Party of its obligations under this Agreement and that the terms of this Agreement shall be performed and provided in the same fashion and in the same manner as set forth herein.

SIGNATURE BLOCK FOLLOWS.

IN WITNESS WHEREOF, Miovision US and Customer agree to the terms and conditions of this MSA and have duly executed this MSA as set forth below:

Miovision Technologies US, LLC	City of Augusta, GA
Signature:	Signature:
Printed Name:	Printed Name:
Title:	Title:
Date:	Date:

**SCHEDULE A
STATEMENT OF WORK**

Effective Date: Effective Date of MSA

1. For subscription or capital lease sales, the billing cycle will begin upon First Productive Use (defined herein), however the amount invoiced will be prorated on a monthly basis ("Interim Rent") to the point of the Commencement Date (defined herein), based on the number of vehicles and intersections deployed upon First Productive Use. For the purpose of determining termination of this Schedule A, the term of this Schedule A will not begin until the first day of the month following Services Completion (defined herein) for all Up-Front Services (defined herein) for all vehicles and intersections ("Commencement Date"), unless otherwise agreed to by the Parties in writing. For avoidance of doubt, Interim Rent will be invoiced monthly. Except as otherwise agreed upon in an Amendment, all vehicles and intersections added after the original Commencement Date will carry their own Commencement Date, thus extending the term.
2. When included, intersection installation pricing assumes a standard configuration without complications. Not included in this proposal are the following items, that will require additional cost: a) crushed conduit or any other issues preventing cable from being installed, b) lane or road closures, c) police or other resources needed at the installation area and/or d) other third-party costs not known at the time of the proposal.
3. Proposal assumes the intersection cabinets are in good working order and contain wiring diagrams. Vehicle installation assumes standard installation and does not include: a) special mounting brackets, b) excess wiring and/or c) swapping out previously installed (replacement) vehicle hardware.
4. Proposal excludes any activities associated with: a) traffic control plan, b) water pollution control plan, c) changeable message signs/flaggers, d) permits/bonds/fees and/or e) removal/repair/replacement of concrete, asphalt, conduits, or wiring.
5. Customer agrees to accept all applicable hardware and software upon shipment, where shipment is defined as the point at which hardware and/or software has been picked up from a Miovision US facility by the shipper ("Shipment") for delivery to Customer or its designated 3rd party, however acceptance in no way relieves Miovision US from its obligations as described in this Agreement or its product warranties.
6. Customer Care center phone support: Miovision US operates a Customer Care call center that is dedicated to supporting all Miovision US customers, whether in or out of warranty. To access Miovision US' Customer Care, customers can dial 800-258-4610 within the United States, or for callers outside of the United States, 651-789-7333. Miovision US' Customer Care call center will use commercially reasonable efforts to provide technical or sales support, process warranty claims and/or route calls to other Miovision US departments. For technical issues, a ticketing system is in place to track cases through to resolution, escalating within the organization if/where necessary to ensure calls are resolved as quickly as possible. Customer Care is not available to customers of Miovision US' software Products if such customer is not current on its Software Maintenance.

Resolution category	Definition	Response Time	Trouble Ticket Resolution Goal
High	Help Desk inquiries. Reported issue requires immediate attention; or immediate technical support. <ul style="list-style-type: none"> • System is completely inoperable • Safety issue • Someone needs immediate answers or is in front of equipment 	Immediate	Same business day (0-24 hours)
Medium	Issues that adversely affect normal operations <ul style="list-style-type: none"> • Walk through troubleshooting steps • Configuration assistance • Questions on wiring/operations/functions/features 	A trouble ticket will be generated in 1 hour during normal business hours or next business day	48 business hours
Planned	Issues that require planned action items <ul style="list-style-type: none"> • Requests for special non-standard reports • Requests that require a planned site visit to resolve 	Due date established within 3 business days	Due Date
Needs Development	<ul style="list-style-type: none"> • Issue is the result of a bug, defect or enhancement required from product development or manufacturing 	Due Date established by Prod Dev	Due Date (if known)

SCHEDULE B
TERMS AND CONDITIONS OF PRODUCTS AND SERVICES (“TERMS”)

1. **ACCEPTANCE OF TERMS.** These Terms are applicable to the provision of any and all Products and Services, provided by Miovision Technologies US, LLC, Global Traffic Technologies Canada, Inc. (“Miovision US”) or its subcontracts to the Customer (hereinafter referred to a “Party” and collectively as the “Parties”). These Terms are applicable to any Master Service Agreement (“MSA”), Schedule, quote, proposal and/or any documents incorporated by reference herein (“Contract Documents”). These Terms and any Contract Documents are the complete and exclusive statement of agreement between Customer and Miovision US, unless otherwise agreed to by the parties in a signed agreement. Miovision US expressly objects to and rejects any other terms and conditions, including any additional or conflicting terms and conditions the Customer includes at any stage during the Order process, including but not limited to, quotes, purchase orders, invoices, and/or any other documents submitted by Customer regarding an Order, unless otherwise set forth in the Contract Documents. Customer's acceptance of Products and/or Services will constitute its acceptance of these Terms. Miovision US reserves the right to update these Terms and any document referenced herein at any time.
2. **ORDERS.** A Party may request to amend an Order by requesting the change in writing and if such request results in an Order being changed, such change will be documented by Miovision US issuing a written document, which must be accepted and signed by the Customer and may result in additional fees. All Orders are final and may not be cancelled, returned, or exchanged, except as provided herein.
3. **PRICE, BILLING AND PAYMENT.** Miovision US reserves the right to change the pricing for any Product and/or Service at any time by providing written notice to Customer at least sixty (60) days prior to the change, unless otherwise stated in the Contract Documents.
 - A. If applicable, the fees for Software Maintenance will be calculated annually at fifteen-percent (15%) of the then current list price of the Software license(s).
 - B. Unless otherwise indicated by Miovision US, prices are exclusive of and Customer agrees to pay all foreign, federal, state, local excise, sales, use, personal property or any other taxes or duties, except taxes based on Miovision US' income. If Miovision US does not collect such amounts from Customer and is later requested or required to pay the same to any taxing authority, Customer will promptly pay Miovision US or such taxing authority if requested by Miovision US. Customer must provide any certificates or other evidence of applicable exemptions to any taxes or duties to Miovision US prior to invoicing or Miovision US will charge such taxes or duties to Customer.
 - C. Miovision US does not represent its prices are equal to or lower than prices charged to other customers, or its prices are comparable to prices offered by any third party. For Customers in the United States and Canada, payment is due within (thirty) 30 days of the date of Miovision US' invoice, unless otherwise agreed to in writing by Miovision US; provided however, Miovision US may require payment in advance if in Miovision US' reasonable opinion, Customer's financial condition calls for pre-payment. Payment is required in advance for all other Customers. Miovision US may assess a monthly service charge of one and one-half percent (1.5%) on overdue accounts, or the maximum amount permitted by applicable laws. Customer will pay any collection costs incurred by Miovision US to collect payment from Customer, including reasonable attorneys' fees.
 - D. If Customer fails to make timely payments, has a receiving order in bankruptcy made against it, makes any arrangement with its creditors, or has a receiver appointed, Miovision US may, without prejudice to its other rights, demand immediate payment of all unpaid accounts, suspend further deliveries and/or cancel all Orders without liability.

4. DELIVERY. Miovision US will make commercially reasonable efforts to ship Products within sixty (60) days of receipt of an Order, however, delivery dates are approximate and Miovision US is not liable for any damages or costs resulting from delays in delivery. If Miovision US deems necessary, Orders may be partially shipped and partially backordered, unless otherwise agreed upon in writing by the Parties.
 - A. Sales within U.S./Canada. Miovision US will arrange for transportation of all Products and Miovision US will bear any expenses, including routing, handling, packaging and additional freight charges, unless Customer furnishes special transportation instructions that result in expenses beyond what Miovision US would normally provide.
 - B. Sales outside of U.S./Canada. Customer will arrange and provide for transportation of all Products from Miovision US' facility(ies) at Customer's cost. Customer is the importer of record and will furnish all consular and customs declarations and is responsible for any expenses, including but not limited to, additional export packing fees, export duties, licenses, fees and any applicable taxes. Customer may not re-export the Product or items which incorporate the Product if such re-export would violate applicable export laws.
 - C. Title and Risk of Loss. Products are deemed accepted upon shipment. Title and risk of loss or damage to the Products or any part of the Products will pass to Customer upon shipment and Customer will be responsible for filing any damage claims with the carrier.
 - D. Inspection of Products. Customer is responsible for inspecting and filing any claims for Product loss or damage directly with Miovision US' Customer Care Center or the carrier within ten (10) days of delivery, unless otherwise specified by the carrier. All claims must be based on a complete inspection of the shipment and include any documents applicable to the claim. If Customer timely notifies Miovision US of any Product loss or damage, Miovision US may, in its sole discretion (i) replace the Product or (ii) issue a credit or refund for the price of the Product. Customer acknowledges and agrees that the remedies set forth in these Terms are Customer's sole and exclusive remedies for the loss or damage of Products.
5. SOFTWARE.
 - A. Federal Government End User. This Section applies to all acquisitions of this Software by or for the federal government, or by any prime contractor or subcontractor (at any tier) under any contract, grant, cooperative agreement, or other activity with the federal government. The government hereby agrees that the Software qualifies as "commercial" computer software within the meaning of the acquisition regulations applicable to this procurement. The terms and conditions of this Agreement shall apply to the government's use and disclosure of this Software and shall supersede any conflicting contractual terms and conditions. If this Agreement or the license granted hereunder fails to meet the government's needs or is inconsistent in any respect with federal law, the government agrees to return the Software, unused, to Miovision US.
 - B. Customer Responsibility. Customer is solely responsible for all actions taken by Customer, its employees, agents and others accessing or using the Software. Customer is solely responsible for all necessary software, hardware, Internet connection, and network and all other equipment and services necessary to access and use the Software.
 - C. Software Performance. Miovision US represents and warrants that the Software will substantially conform in all material respects to and perform substantially in accordance with its documentation and these Terms and/or any Contract Documents for a period of one (1) year from the date the Order was placed, provided that: (i) Customer gives Miovision US written notice of any claimed breach of this warranty while this warranty is in effect; (ii) any such breach is not, in Miovision US' reasonable opinion, a result of any modification of or damage to the Software or its operating environment by any party other than Miovision US or a party acting under Miovision US' control or direction; and (iii) Customer is in compliance with these Terms. For any breach

of the foregoing warranty, Customer's sole and exclusive remedy shall be as follows: (a) Miovision US will endeavor to repair or replace the non-conforming Software within thirty (30) days, or such longer period as the parties may mutually agree, such that the Software conforms to the foregoing warranty; or (b) if Miovision US is unable to repair or replace the non-conforming Software within such period such that the Software conforms to the foregoing warranty, either party may terminate this Agreement (and all licenses granted hereunder), Customer shall return the non-conforming Software and Miovision US shall refund the license fee paid hereunder less depreciation calculated on a five-year straight-line basis. Miovision US' warranty (including without limitation any extended warranty) applies solely to the Software and its documentation as it existed at the time of installation and warranties covering any follow-on versions, all updates, or upgrades are subject to a further written agreement by the Parties.

- D. **Viruses and Disabling Codes.** Miovision US represents and warrants that to the best of Miovision US' knowledge, the Software shall not contain viruses, worms, or spyware (collectively, "Malicious Code"); provided, however, that, notwithstanding the foregoing, Customer acknowledges and agrees that Miovision US reserves the right to remotely prevent access to and/or use of the Software in the event that (i) Miovision US becomes aware, from Customer or otherwise, of unauthorized access or use of the Software by any third party, or (ii) this Agreement is terminated. Notwithstanding any provision of this Agreement to the contrary, in no event shall Miovision US be in breach of the warranty set forth above if, at the time any Malicious Code was introduced into the Software, Miovision US employed commercially-reasonable measures, consistent with the standards of Miovision US' industry, to detect such Malicious Code in order to prevent its introduction into the Software.
 - E. **Audit Rights.** Customer shall, while using Miovision US' Products and Services and for one year thereafter, keep true and accurate accounts and records in sufficient detail to enable an audit of the manner and extent of the use, sublicensing, transfer, or other disposition of the licensed Software, its derivatives, or any product or service based upon or incorporating or using all or portions of the Software to confirm Customer's compliance with the Terms and/or any Contract Documents. At the reasonable request of Miovision US, but no more than once per year, unless there is a reasonable suspicion of a breach of these Terms and/or any Contract Documents, Customer shall allow Miovision US to inspect and audit such information and Customer facilities as is necessary to ensure Customer's compliance with these Terms.
6. **HAZARDOUS MATERIALS.** Customer acknowledges that certain materials provided by Miovision US may be considered hazardous materials under various laws and regulations. Customer agrees to familiarize itself (without reliance on Miovision US, except as to the accuracy of special safety information furnished by Miovision US), with any hazards of such materials, their applications and the containers in which such materials are shipped and to inform and train its employees and customers to such hazards. Customer will hold Miovision US harmless against any claims by its agents, employees or customers relating to any such hazards, except to the extent such claims arise solely and directly from Miovision US' failure to meet its written specifications or the inaccuracy of safety information furnished by Miovision US.
7. **WARRANTY.** Miovision US warrants its Products in accordance with its limited warranty, available at www.gtt.com/support/warranty-repair and as otherwise provided herein. Miovision US warrants all Services will be performed in a professional and workmanlike manner in accordance with applicable industry standards, in the event that any Product fails to conform to the terms of Miovision US' warranty, the sole and exclusive remedy shall be limited to the return of the non-conforming Product to Miovision US for repair or replacement of the non-conforming components, as determined by Miovision US in its sole discretion. All claims for non-conformance are returned to Miovision US. All claims for non-conformance or breach of warranty shall be deemed waived, unless the non-conforming components are returned to Miovision US within 30 days of discovery of the alleged non-conformance.

THESE WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR ANY IMPLIED WARRANTY ARISING OUT OF A COURSE OF DEALING OR PERFORMANCE, CUSTOM OR USAGE OF TRADE AND NON-INFRINGEMENT. IN ADDITION TO THE EXCLUSION OF AFORMENTIONED WARRANTIES, SERVICES, ARE PROVIDED "AS IS" AND MIOVISION US DOES NOT WARRANT THE SERVICES WILL MEET CUSTOMER'S REQUIREMENTS, BE UNINTERRUPTED, OR BUG OR ERROR-FREE. NO EMPLOYEE OR AGENT OF MIOVISION US, OTHER THAN AN OFFICER OF MIOVISION US BY WAY OF A SIGNED WRITING, IS AUTHORIZED TO MAKE ANY WARRANTY IN ADDITION TO THE FOREGOING. EXTENDED WARRANTIES MAY BE AVAILABLE UPON REQUEST.

8. LIMITATION OF LIABILITY. IN NO EVENT WILL MIOVISION US BE LIABLE FOR ANY SPECIAL, INDIRECT, OCNSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES, WHETHER ASSERTED IN TORT, CONTRACT, WARRANTY, STATUTORY OR OTHER THEORY OF LIABILITY. MIOVISION US SHALL ALSO NOT BE LIABLE FOR ANY PERSONAL INJURY, WRONGFUL DEATH OR PROPERTY DAMAGES CAUSED BY OR ARISING FROM ANY ALLEGED DEFECT, NON-CONFORMANCE, OR FAILURE OF ITS SYSTEMS TO FUNCTION, OPERATE OR PERFORM, WHETHER ASSERTED IN WARRANTY, CONTRACT, TORT OR OTHER THEORY OF LIABILITY.

IIN ANY EVENT, MIOVISION US SHALL BE SOLEY LIABLE FOR ACTUAL DAMAGES CAUSED BY MIOVISION US' BREACH AND MIOVISION US' TOTAL LIABILITY HEREUNDER, REGARDLESS OF THE LEGAL THEORY, WILL NOT EXCEED THE AMOUNT PAID TO MIOVISION US PURSUANT TO THE RESPECTIVE ORDER FOR PRODUCTS AND SERVICES IN THE ONE (1) YEAR IMMEDIATELY PRECEDING THE START OF THE EVENT GIVING RISE TO THE CLAIM. IN NO EVENT WILL MIOVISION US BE REQUIRED TO INDEMNIFY CUSTOMER OR ANY OTHER PARTY. NO ACTION, REGARDLESS OF FORM, ARISING OUT OF OR ALLEGING EITHER A BREACH OF ANY WARRANTY OR A BREACH OF ANY CONTRACTUAL TERM OR LEGAL DUTY BY MIOVISION US MAY BE BROUGHT MORE THAN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES.

9. SUSPENSION. Without waiving any other rights or remedies, Miovision US may suspend performance hereunder and/or under any Order or other contract if: (i) Customer fails to pay any invoice within sixty (60) days from the invoice date; (ii) Miovision US reasonably believes Customer's use of the Products or Services may violate any applicable law, rule or regulation, or infringes upon third party rights; or (iii) Miovision US is entitled to terminate this Agreement for cause.
10. PROPRIETARY RIGHTS. Miovision US and its licensors will retain all Intellectual Property rights to the Products and Services, including without limitation, all designs, drawings, patterns, plans, specifications, technology, technical data and information, technical processes and business methods, whether patentable or not, arising from the provision of Products and/or Services to Customer, including Miovision US rendering engineering services to and designing systems and goods for Customer's use. Customer agrees not to enforce against Miovision US or Miovision US' customers any patent rights that include any system, process, or business method utilizing or otherwise relating to the Products and/or Services.
11. RESALE. Customer, by placing and Order and accepting these Terms, hereby expressly agrees, acknowledges, represents and warrants to Miovision US that Customer is purchasing the Products and Services for its own internal business use and not for resale and in the event Customer breaches the foregoing by selling the Products or Services that are the subject of the Order. Notwithstanding the foregoing, nothing in these Terms are intended to restrict a Customer that is an authorized Miovision US dealer, contractor, or original equipment manufacturer from reselling, if such Customer is authorized to do so pursuant to Miovision US' acceptance of an Order.

12. COMPLIANCE WITH LAWS/ANTI-CORRUPTION.

- A. Customer will fully comply with all applicable laws, rules and regulations, including without limitation, those of the United States and any and all other jurisdictions globally (“Laws”) that apply to Customer’s activities in connection with an Order. Specifically, Customer must comply with all Laws relating to anti-corruption, bribery, extortion, kickbacks, or other similar matters that are applicable to Customer’s business activities in connection hereunder and/or with any Orders or the Contract Documents, including without limitation the U.S. Foreign Corrupt Practices Act and the UK Bribery Act. Customer will take no action that may cause Customer, Miovision US, or their affiliates to violate any Laws.
- B. Products and Services will comply with applicable federal legal requirements in the United States and Canada. If they must comply with any additional legal requirements, such as a state or local municipality, or another country, Customer is solely responsible for identifying all such requirements to Miovision US in writing.

13. CONFIDENTIAL INFORMATION. As used herein, “Confidential Information” means all information of a party (“Disclosing Party”), obtained by or disclosed to the other party (“Receiving Party”) that by its nature would reasonably be considered as confidential or is identified as confidential by the Disclosing Party.

- A. Confidential Information excludes information that: (a) is or becomes public knowledge through no fault of Receiving Party; (b) was in Receiving Party’s possession before receipt from Disclosing Party; (c) is rightfully received by Receiving Party from a third party without any duty of confidentiality; (d) is independently developed by Receiving Party without reference to or use of Confidential Information; or (e) is related to the terms and conditions of this Agreement and is disclosed by Miovision US to an authorized Miovision US dealer in the course of normal business operations, provided that said dealer was involved in the sales process pertaining to this Agreement..
- B. Receiving Party Obligations. The Receiving Party agrees (i) not to use Confidential Information of Disclosing Party other than in furtherance of the Order; (ii) to hold Confidential Information of the Disclosing Party in confidence and to protect the Confidential Information using the same degree of care it uses to protect its own Confidential Information but in no event with less than reasonable care and to restrict disclosure of the Confidential Information to its employees and agents who have a “need to know”; and (iii) Confidential Information of Disclosing Party may be disclosed in response to a valid court order or other legal process only to the extent required by such order or process and only after the Receiving Party has given the Disclosing Party written notice of such court order or other legal process promptly, if allowed by law and the opportunity for the Disclosing Party to seek a protective order or confidential treatment of such Confidential Information. Upon Disclosing Party’s request, Receiving Party will return Confidential Information to Disclosing Party or destroy the same if requested by Disclosing Party. Receiving Party agrees its breach of this section may cause irreparable damage and Disclosing Party may seek equitable remedies, in addition to other remedies hereunder or at law.

14. GOVERNING LAW; VENUE; ACTIONS; ATTORNEYS FEES. The law of the State of Georgia shall govern the CONTRACT between Customer and Miovision US with regard to its interpretation and performance, and any other claims related to this agreement. All claims, disputes and other matters in question between Customer and Miovision US arising out of or relating to the Agreement, or the breach thereof, shall be decided in the Superior Court of Richmond County, Georgia. Miovision US, by executing this Agreement, specifically consents to jurisdiction and venue in Richmond County and waives any right to contest the jurisdiction and venue in the Superior Court of Richmond County, Georgia.

15. FORCE MAJEURE. Miovision US will not be liable for damages of any kind resulting from any delays in performance, in whole or in part, or any loss, damage, cost, or expense, including any loss or damage to the

Product that may prevent Miovision US from performing any obligations hereunder, resulting from causes beyond its reasonable control, such as acts of God, fire, strikes, epidemics, embargos, acts of government, war, riots, vandalism, theft, delays in transportation, difficulties in obtaining necessary labor, materials, or manufacturing facilities or other similar causes ("Force Majeure Event"). In such event, the Party delayed will promptly give notice to the other Party. In the event of a delay, the Parties, through mutual agreement, may: (a) extend the time for performance for the duration of the Force Majeure Event, or (b) cancel all or any part of the unperformed part of the Order if such Force Majeure Event exceeds sixty (60) days. If Miovision US' costs are increased as a result of such Force Majeure Event, Miovision US may increase pricing upon written notice to Customer.

Miovision US reserves the right to charge Customer reasonable, additional fees that occur as a result of: 1) a report of an outage or disruption that is later determined to be unrelated to Miovision US' Products or Services and/or 2) Services or Product replacements that become necessary as a result of loss or damage due to Customer's (or Customer's other suppliers') removal of Products or negligence.

16. TECHNOLOGY REQUIREMENTS.

- A. If Miovision US' North American variant has been requested, Customer acknowledges that North American radio equipment is certified to North American standards (e.g., the FCC) and not international standards (e.g., ETSI). Customer has specifically requested the North American variant and accepts all responsibility for obtaining the necessary waivers from the appropriate agencies in the country in which the equipment will be operated, before the equipment is installed and/or made operational; and purchaser accepts all associated liability for not doing so.
- B. Customer is responsible for ensuring that the traffic infrastructure, including the traffic controller, is compatible with the Products.
 - 1. When integration services are proposed (for transit applications), integration assumes: a) route and run information is available on the vehicle via J-1708 or RS485, whenever driver updates either the route or run; schedule data is available in standard GTFS format via an IP portal accessible to the Opticom Central Management Software (CMS); b) connectivity is available to all transit vehicles. If any of the preceding is not available, pricing for integration services may be affected.
- C. In instances where Miovision US is providing Priority Control as a Service ("PCaaS") or any ongoing services requiring remote access, Miovision US assumes the presence of and access to a customer-provided connectivity network for remote access to intersections and vehicles, unless a Miovision US-provided cellular data plan has been included amongst the listed services.

17. MISCELLANEOUS. If any provision of these Terms to any extent is declared invalid or unenforceable, the remainder of these Terms will not be affected thereby and will continue to be valid and enforceable to the fullest extent permitted by law. Any modifications hereto must be in writing and signed by both parties. Miovision US' failure to strictly enforce any of these terms will not be considered a waiver of any of its rights hereunder. Neither Party will assign these Terms nor any of its obligations hereunder without the prior written consent of the other Party, except in the case of a reorganization, merger, acquisition, or sale of substantially all its assets. These Terms will be binding on and inure to the benefit of each Party's successors and assigns. The termination or expiration of any Order and/or any the Contract Documents, will not affect the survival or continuing validity of any provision that expressly or by implication is intended to continue in force after such termination or expiration.

18. SERVICES. Customer is responsible for Up-Front Services and Ongoing Services, unless such services are included in the Order or a subsequent Order. Prices for Up-Front Services and Ongoing Services are charged at the then-prevailing rates, unless otherwise agreed to in writing in the Contract Documents. Services excludes integration of Miovision US' Products with third party products, unless otherwise agreed to in writing by Miovision

US. Customer is responsible for any delays due to failure to comply with its portion of any applicable project plan related to Services.

- A. Ongoing Services required due to the following are excluded and subject to an additional fee: (1) modification of Products or Services without Miovision US' written consent; (2) use of parts and/or supplies not approved by Miovision US for use with the Products or Services; (3) misconduct, accident, neglect or misuse; (4) failure of installation site to conform to Miovision US' applicable specifications; (5) failure or inadequacy of electric power, humidity, or air control; (6) failure to follow operating procedures provided by Miovision US; (7) Customer's failure to ensure that the traffic infrastructure, including the traffic controller, is compatible with the Products; and (8) service or maintenance performed by an unauthorized representative of Miovision US.
 - B. Miovision US' performance of Ongoing Services at its expense, is contingent upon the Customer: (1) exercising reasonable care in the operation of the Products; (2) operating the Product within Miovision US' published specifications; (3) maintaining the Product in conformance with Miovision US' maintenance standards; (4) properly maintaining the operating environment; (5) providing necessary utility services for use of the Product in accordance with accompanying specifications; and (6) compliance with the terms of this Agreement, including without limitation, payment of all fees.
 - C. Customer acknowledges that it is aware that in order to install Products and perform Services it may be necessary to drill holes and/or connect to a vehicle's electrical system and/or traffic cabinet's electrical system and agrees that Miovision US shall not be liable for any costs, expenses or damages arising from such work.
19. REPLACEMENT PARTS. In performing PCaaS services, Miovision US reserves the right to use replacement parts that are new, refurbished or equivalent in performance to new parts, at no extra charge to Customer. Parts being replaced will be the property of Miovision US. Customer acknowledges certain parts may be subject to discontinuance by the manufacturer, in which event Miovision US' obligation will be limited to making reasonable efforts to replace such discontinued parts with an equivalent part.
20. DATA. Customer warrants that it has sufficient rights, title, and interests in and to all means of information, data and/or files Customer transmits or uploads to or stores on any environment, in connection with its use of the Products or Services ("Customer Data"). Customer will not transmit or upload any personally identifiable information and will be solely responsible for the security of such information. Miovision US may view, store, copy, delete, or otherwise process any Customer Data to provide the Products and/or Services to Customer and unless prohibited by law, Miovision US may also collect, analyze, and otherwise use anonymized versions of Customer Data for its own business purposes. For avoidance of doubt, Customer retains ownership of Customer Data.
21. TERMINATION. Either party may terminate the Services for cause immediately upon written notice if the other party is in material breach of these Terms, any schedules and/or Contract Documents and fails to cure within thirty (30) days of receipt of a written demand to cure, or if the other party (a) is liquidated, dissolved, or adjudged to be in a state of bankruptcy or receivership, (b) is insolvent, unable to pay its debts as they become due, makes an assignment for the benefit of creditors or takes advantage of any law for the benefit of debtors, (c) ceases to conduct business for any reason on an ongoing basis, leaving no successor in interest or (d) for convenience, in which case Customer will be responsible to pay Miovision US for all Product and Services delivered, all costs incurred by Miovision US that have not yet been amortized and any other operating expense incurred by Miovision US that are specifically applicable to this Agreement.
22. OTHER. Miovision US reserves the right to publicly disclose Customer as a customer of Miovision US, without the need for additional approval by Customer. Notwithstanding, case studies, personnel quotes, and other references to Customer will require explicit permission by Customer.

Temporary suspension or delay of performance of contract. To the extent that it does not alter the scope of this agreement, Customer may unilaterally order a temporary stopping of the work, or delaying of the work to be performed by Miovision US under this agreement.

23. DEFECTIVE PRICING. To the extent that the pricing provided by Miovision US is erroneous and defective, the parties may, by agreement, correct pricing errors to reflect the intent of the parties.
24. PROHIBITION AGAINST CONTINGENT FEES: Miovision US warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by Miovision US for the purpose of securing business and that Miovision US has not received any non-Customer fee related to this Agreement without the prior written consent of the Customer. For breach or violation of this warranty, Customer shall have the right to annul this Agreement without liability or at its discretion to deduct from the Agreement Price of consideration the full amount of such commission, percentage, brokerage or contingent fee.
25. INSURANCE REQUIREMENTS. Miovision US shall, at all times that this Agreement is in effect, cause to be maintained in force and effect an insurance policy(s) that will ensure and indemnify the Customer against liability or financial loss resulting from injuries occurring to persons or property or occurring as a result of any negligent error, act, or omission of Miovision US in performance of the work during the term of this Agreement.

Miovision US shall provide, at all times that this agreement is in effect, Worker's Compensation insurance in accordance with the laws of the State of Georgia.

Miovision US shall provide, at all times that this Agreement is in effect, Insurance with limits of not less than:

- A. Workmen's Compensation Insurance – in accordance with the laws of the State of Georgia.
- B. Public Liability Insurance – in an amount of not less than One Million (\$1,000,000) Dollars for injuries, including those resulting in death to any one person, and in an amount of not less than One Million (\$1,000,000) Dollars on account of any one occurrence.
- C. Property Damage Insurance – in an amount of not less than One Million (\$1,000,000) Dollars from damages on account of an occurrence, with an aggregate limit of One Million (\$1,000,000) Dollars.
- D. Valuable Papers Insurance – in an amount sufficient to assure the restoration of any plans, drawings, field notes, or other similar data relating to the work covered by the Project.
- E. Professional Liability Insurance – in an amount of not less than One Million (\$1,000,000) Dollars or an amount that correlates to the aggregate fee on the project should it exceed \$1,000,000.

Customer will be named as an additional insured with respect to Miovision US' liabilities hereunder in insurance coverage's identified in items (b) and (c).

The policies shall be written by a responsible company(s), to be approved by the Customer, and shall be noncancellable except on thirty-(30) days' written notice to the Customer. Such policies shall name the Customer as co-insured, except for worker's compensation and professional liability policies, and a copy of such policy or a certificate of insurance shall be filed with the Director at the time of the execution of this Agreement.

26. SMALL BUSINESS CONTRACTOR NOTICE. In accordance with Chapter 10B of the Augusta, GA. Code, Contractors agree to collect and maintain all records necessary to for Augusta, Georgia, to evaluate the effectiveness of its Local Small Business Opportunity Program and to make such records available to Augusta,

Georgia upon request. The requirements of the Local Small Business Opportunity Program can be found at www.augustaga.gov. In accordance with AUGUSTA, GA. CODE, Contractors shall report to Augusta, Georgia the total dollars paid to each subcontractor, vendor, or other business on each contract, and shall provide such payment affidavits, regarding payment to subcontractors, if any, as required by Augusta, Georgia. Such utilization reports shall be in the format specified by the Director of Minority and Small Business Opportunities, and shall be submitted at such times as required by Augusta, Georgia. Required forms can be found at www.augustaga.gov. If you need assistance completing a form or filing information, please contact the Local Small Business Opportunity Program Office at (706)821-2406. Failure to provide such reports within the time period specified by Augusta, Georgia shall entitle Augusta, Georgia to exercise any of the remedies set forth, including but not limited to, withholding payment from the contractor and/or collecting liquidated damages.

27. Georgia Prompt Pay Act not applicable.
28. Contractor acknowledges that this contract and any changes to it by amendment, modification, change order or other similar document may have required or may require the legislative authorization of the Board of Commissioners and approval of the Mayor.
29. Under Georgia law, Contractor is deemed to possess knowledge concerning Augusta, Georgia's ability to assume contractual obligations and the consequences of Contractor's provision of goods or services to Augusta, Georgia under an unauthorized contract, amendment, modification, change order or other similar document, including the possibility that the Contractor may be precluded from recovering payment for such unauthorized goods or services. Accordingly, Contractor agrees that if it provides goods or services to Augusta, Georgia under a contract that has not received proper legislative authorization or if the Contractor provides goods or services to Augusta, Georgia in excess of the any contractually authorized goods or services, as required by Augusta, Georgia's Charter and Code, Augusta, Georgia may withhold payment for any unauthorized goods or services provided by Contractor. Contractor assumes all risk of non-payment for the provision of any unauthorized goods or services to Augusta, Georgia, and it waives all claims to payment or to other remedies for the provision of any unauthorized goods or services to Augusta, Georgia, however characterized, including, without limitation, all remedies at law or equity.
30. MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISES: In accordance with the Commission Action on 7/25/24 and the adoption of Ordinance No. 7945 Chapter 10C of the AUGUSTA, GA, CODE, Contractors agree to collect and maintain all records necessary to Augusta, Georgia to evaluate the effectiveness of its Minority and Women Owned Business Enterprise Program and to make such records available to Augusta, Georgia upon request. The requirements of the Minority and Women Owned Business Enterprise Program can be found at www.augustaga.gov. In accordance with AUGUSTA, GA. CODE, Contractors shall report to Augusta, Georgia the total dollars paid to each subcontractor, vendor, or other business on each contract, and shall provide such payment affidavits, regarding payment to subcontractors, if any as required by Augusta, Georgia. Such utilization reports shall be in the format specified by the Director of Compliance and shall be submitted at such times as required by Augusta, Georgia. Required forms can be found at www.augustaga.gov. If you need assistance completing a form or filing information, please contact the M/WBE Program office at (706) 821-2406. Failure to provide such reports within the time period specified by Augusta, Georgia shall entitle Augusta, Georgia to exercise any of the remedies set forth, including, but not limited to, withholding payment from the Contractor and/or collecting liquidated damages.