

**CONTRACT MODIFICATION**

<b>1. CONTRACT NO:</b> 200492 On Board Digital Displays	<b>2. CONTRACT MODIFICATION NO.:</b> 6	<b>3. EFFECTIVE DATE OF C.M.</b> See Block 10	<b>4. CONTRACTOR NAME:</b> Clever Devices
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**5. AGREEMENT TO MODIFY CONTRACT:**

The parties hereto agree to modify the Contract identified in Block 1, above, as described in Block 10, below, pursuant to the terms and conditions of the Contract. Except as modified herein, all other provisions of the Contract (including, but not limited to, price, delivery, and completion date) remain unchanged.

**6. AMOUNT OF THIS CONTRACT MODIFICATION:**

**NO CHANGE**

**PRIOR NOT-TO-EXCEED PRICE:** \$972,677.97

**INCREASE:** \$0

**NEW NOT-TO-EXCEED PRICE** \$972,677.97

**7. TERM OR PERIOD OF PERFORMANCE:**


**NO CHANGE**

**PRIOR:** 12/20/2021

**NEW:** 12/20/2021

**8. CONTRACTOR'S EXECUTION:**

Name & Title: Andrew Stanton  
(Print or type)

Signature:   
Date Executed: 09 / 21 / 2021

**9. CONTRACTING OFFICER'S EXECUTION:**

Name: Jeffery Yeomans, Contracts Administrator  
(Print or type)

Signature: \_\_\_\_\_  
Date Executed: \_\_\_\_ / \_\_\_\_ / \_\_\_\_

**10. DESCRIPTION OF CONTRACT MODIFICATION:**

This modification is made in accordance with Exhibit E-Revised-2, Contractual Terms and Conditions, Section 21, **CHANGES**, to be made a part hereof for all pertinent purposes.

Refer to attached Exhibit K, Services Support Agreement. The attached agreement is hereby made part of the contract for all pertinent purposes.

This modification may be executed in multiple originals, and an executed facsimile shall have the same force and effect as an original document.

**[END OF MODIFICATION #6]**

**EXHIBIT K**  
**SERVICES SUPPORT AGREEMENT TEMPLATE**

**SERVICES SUPPORT AGREEMENT**

This Services Support Agreement (“SSA”) is made effective upon date of signature

**BETWEEN:**

**CLEVER DEVICES LTD.**  
("Contractor")

- and -

**CAPITAL METROPOLITAN TRANSPORTATION AUTHORITY**  
("Client")

In consideration of the mutual covenants set out in this SSA and for other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged), the parties agree as follows:

1. **Services.** In accordance with the terms of this SSA, Contractor shall furnish the Services to Client.
2. **Applicability of this SSA.** Client and Contractor are parties to that certain existing contract number 200492 (as amended, the “Contract”) provided the relevant terms and conditions related to the Contractor’s warranty and maintenance for all deliverables and services provided and/or rendered by Contractor to Client under the Contract. The parties hereby agree that as of the Effective Date above, this SSA now supersedes Contractor’s prior warranty and maintenance/services agreements for the Contract and shall be applicable to the Contract contracts, unless otherwise agreed in a separate agreement executed by both parties.
3. **Definitions.** The following words shall be defined as set forth herein:
  - a. **Acknowledgement Time** is defined as the time between when the Client notifies the Contractor of an issue and the Contractor acknowledges that it has received the communication.
  - b. **Back Office** is defined as an Internet accessible site for administration and reporting features available to the Client User. The Back Office is hosted by Contractor on one or more cloud-hosted servers.
  - c. **Client** is defined as Capital Metropolitan Transportation Authority, a political subdivision of the State of Texas.
  - d. **Client User(s)** is defined as any staff member of Client who accesses the Back Office to perform his or her job responsibilities.
  - e. **Contractor** is defined as Clever Devices, with its principal place of business 300 Crossways Park Drive, Woodbury, NY. This includes any and all subcontractors.
  - f. **Critical Updates** are defined as updates to the software or infrastructure which are required to patch known security vulnerabilities or software bugs.
  - g. **Disincentives** are defined as a fixed dollar amount for the Contractor’s failure to perform its obligations, which amount shall be deducted from the amounts owing Contractor. They will only be assessed on failures to meet MTTR.

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- h. **End User** is defined as anyone that accesses Contractor provided ONDD System. End Users may be referred to as customers in this SSA.
- i. **External Interface** is defined as a third party's software that communicates to the Services.
- j. **Field Services** is defined as the on-site services provided by the Contractor or subcontractor for the ongoing maintenance of the ONDDs as found in Section 5 c of this SSA.
- k. **Hardware** is defined as the ONDD provided by the Contractor.
- l. **Help Desk** is defined as a component of Client's customer service center focused on End User support and may include phone, email, and online support directly for End Users for issues and questions with use of Client's services. The Help Desk is typically regarded as Level 1 troubleshooting before being escalated to the Service Desk.
- m. **Holidays** is defined as calendar days designated as holidays by Capital Metro (for 2021, Capital Metro holidays are New Year's Day\*, Martin Luther King, Jr. Day\*, Memorial Day, Juneteenth\*, Independence Day\*, Labor Day, Veterans Day, Thanksgiving Day, Friday after Thanksgiving Day, Christmas Day\* (\* may be the prior Friday or following Monday if it falls on a weekend); holidays may be adjusted.
- n. **Information Technology Infrastructure Library (ITIL)** is defined as a set of detailed standard practices for IT service management.
- o. **Mean Time to Repair (MTTR)** is defined as the amount of time used by the Contractor to troubleshoot and completely repair an issue.
- p. **Non-Critical Update** is defined as an Update to the Services or Services' infrastructure which is recommended to patch a software bug which may or may not affect a small number of users or systems.
- q. **Operations Plan or Procedures** is defined as the detailed processes and procedures for contracting, operations of maintenance and daily operations
- r. **Outage** is defined as the unplanned, unavailability of the basic functionalities and shall include the inability for End Users to view route/stop information on ONDD.
- s. **Patch Management** is defined as the process of managing recommended critical and non-critical updates while minimizing the effect to the Services.
- t. **Return Authorization Merchandise (RMA)** – Specific provisions for return or equipment or spare parts (should be detailed in the Contract and Procedures).
- u. **Services** is defined as all hosting services, Support Services, and the System Maintenance Services.
- v. **Service Desk or TAC** is defined as the Contractor's single primary point of contact for all issues and questions from Client's Help Desk. All issues, including issues related to field maintenance, are automatically logged and tracked by the Service Desk following ITIL standards. Unresolved or ongoing issues are automatically escalated within the Service Desk to the appropriate resources and management. The Service Desk is available to Client's Help Desk according to the coverage schedule outlined in this SSA.
- w. **Service Levels (or SLA)** is defined as the levels of service that will be maintained by the Contractor

## EXHIBIT K SERVICES SUPPORT AGREEMENT TEMPLATE

for both Software and Hardware on an ongoing basis.

- x. **Software** is defined as the collective Contractor-provided solution, which includes, but is not limited to, the systems listed in Appendix A to this Agreement; Software includes any integrations with 3<sup>rd</sup>-party systems.
  - y. **Spare Parts (Hardware)** – Should be detailed in the Contract and Procedures.
  - z. **Support Services** shall have the meaning ascribed to it in Section 4 of this SSA.
  - aa. **System Maintenance Services** shall have the meaning ascribed to it in Section 5 of this SSA.
  - bb. **Update(s)** is defined as software modifications to maintain functionality or address bugs.
  - cc. **Upgrades** are defined as Software modifications which introduce new features or functionality.
  - dd. **User Acceptance Testing** is defined as a phase of software development in which the Software is tested by Client Users prior to release to the production environment.
  - ee. **Vulnerabilities** is defined as a weakness in the Software in which an attacker with knowledge and means may exploit.
  - ff. **Workaround Time** is defined as a solution to remedy an issue in order that the Software can perform some basic functionality.
4. **Support Services.** Contractor shall furnish all of the following support services in connection with the SSA (the “**Support Services**”):
- a. Client User Support.
    - 1) Client User support shall be provided to the extent it requires troubleshooting functionality related to the Software and the troubleshooting cannot be accomplished by the Client.
    - 2) Client Users shall direct all support requests to the Client’s Help Desk who will perform Level 1 support prior to escalating to the Service Desk. Such requests shall be resolved based on their priority level as defined below.
  - b. Field Support.
    - 1) Field support is not part of this agreement but can be provided on a time & materials, as-needed basis.
    - 2) Client Users shall direct all support requests to the Client’s Help Desk who will perform level 1 troubleshooting before escalating to the Service Desk. Requests escalated to the Service Desk shall be resolved based on their priority level as defined below.
5. **System Maintenance Services.** Contractor shall furnish all of the following maintenance services in connection with the SSA (the “**System Maintenance Services**”):
- a. General Maintenance. Contractor shall complete all routine maintenance for all Software. The need for and schedule of routine maintenance shall be determined by Contractor in its sole and absolute discretion, with the exception of scheduled, approved software maintenance of the ONDDs.

## EXHIBIT K SERVICES SUPPORT AGREEMENT TEMPLATE

### b. Updates.

- 1) Critical Software Updates shall be scheduled by Contractor as soon as possible, but not later than twenty-four (24) hours after Contractor is notified by Client of an issue requiring a Critical Update to resolve. Whether a Critical Update is required to resolve a reported issue shall be determined by the Contractor in its sole and absolute discretion.
- 2) Non-Critical Software Updates will be performed by Contractor on a pre-determined schedule mutually agreed to by the parties to minimize impact to production environment. The need for Non-Critical updates shall be determined by Contractor in its sole and absolute discretion.
- 3) Software Patch Management shall be provided by Contractor, including critical security patch updates for Contractor server operating systems applied and managed, including scheduled server restarts. The need for Patch Management shall be determined by Contractor in its sole and absolute discretion.
- 4) Contractor shall complete a Request for Change (RFC) and submit it to the Client for approval of schedule in advance of making any change. See RFC Template in the attached Appendix B.

### 6. **Client Responsibilities.**

- a. Authorized Users. The Client shall administer user access to the Contractor's Software. The Client acknowledges and agrees it is solely responsible for maintaining the confidentiality and security of system access credentials, including usernames and passwords.
- b. Acceptable Usage. The Client shall ensure Contractor's Software is used only in accordance with its intended use and shall ensure Contractor's Software is used in accordance with any terms and conditions or instructions provided by Contractor related to the use thereof. The Client is responsible for all activity that occurs under their account.
- c. Point of Contact. The Client shall designate one primary and one alternate point of contact and communicate the initial contacts to the Contractor in writing. The Client will have the ability to modify their primary and alternate contact points through the Service Desk.
- d. Issue Reporting. Capital Metro is responsible for reporting all discovered issues to Clever Devices' Technical Support Department. Once Clever Devices is contacted by phone or email, a Technical Support Representative and the Technical Supervisor are notified; if necessary, the Vice President of Service and OEM are also notified.

Clever Devices routinely provides agencies two methods for requesting technical support: using a toll-free number or email to our Technical Support service. Contacts for Clever Devices' service and support during regular business hours are as follows:

<b>Technical Support Number:</b>	1-888-478-3359
<b>Email Address:</b>	<a href="mailto:TechnicalSupport@CleverDevices.com">TechnicalSupport@CleverDevices.com</a>

All after-hour calls should only be made to the Technical Support Department phone. After-hour calls will be forwarded to an answering service and then to a Clever Devices on-call Technical Support Representative.

- e. Obtaining Warranty Service. The Customer is responsible for returning any defective products to Clever Devices. Products will not be accepted without a Return Merchandise Authorization (RMA) number. The Customer shall obtain an RMA number by contacting Clever Devices' Customer Service Department using the below. Clever Devices will respond to RMA requests within two (2)

# EXHIBIT K SERVICES SUPPORT AGREEMENT TEMPLATE

business days.

**Customer Service Telephone:** 1-888-478-3359  
**Customer Service Email Address:** [CSReturns@CleverDevices.com](mailto:CSReturns@CleverDevices.com)

In order to provide an RMA number, Clever Devices will need the following information:

- Item Description
- Clever Devices Part Number
- Serial Number
- Quantity being returned
- Reason for Return
- Bus Number, if applicable

Upon receipt of an RMA number, the Customer may send the product(s) to Clever Devices using the address indicated below. The Customer is responsible to ensure secure packaging of the product. Boxes and shipping materials can be purchased from Clever Devices for a nominal fee. Clever Devices is not responsible for any damage to the product caused during transit or for any package lost in transit. The Customer shall assume the cost of all defective product shipments made to Clever Devices.

**Return Shipping Address:**  
 Clever Devices Ltd.  
 300 Crossways Park Drive  
 Woodbury, NY 11797  
 Attn: Customer Service Department  
 RMA Returns: RMA#....

## 7. Service Levels – Software

### a. Severity Level Matrix

#### Impact

Impact Level	Classification	Description
Impact Level	<b>Critical</b>	<ul style="list-style-type: none"> <li>• Affects Organization: Significant number of "in-service" revenue generating vehicles are impacted (&gt;50% of "in-service" revenue fleet)</li> <li>• Affects Organization: Significant population of organization impacted resulting in Critical business impact (&gt;50 users)</li> </ul>
	<b>High</b>	<ul style="list-style-type: none"> <li>• Affects Multiple Revenue Vehicles: High number of "in-service" revenue generating vehicles are impacted (25%-50% of "in-service" revenue fleet)</li> <li>• Affects Multiple Departments: Multiple departments and/or locations impacted, or a significant service is unavailable to the organization; (20&gt;50 users)</li> </ul>
	<b>Medium</b>	<ul style="list-style-type: none"> <li>• Affects Group of Vehicles: A group of vehicles (revenue or non-revenue) are impacted (5%-25% of total fleet)</li> <li>• Affects Group or Single Department</li> <li>• Low business impact, may be single or multi-user issue where the service is not significant (5&gt;20 users)</li> </ul>
	<b>Low</b>	<ul style="list-style-type: none"> <li>• Affects Single Vehicle or small group: No business impact, workaround available (&lt;5% of total fleet)</li> <li>• Affects Single Person or group: Single-user business impact, general break/fix issue with no or little business impact or service request (&lt;5 users)</li> </ul>

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### Urgency

Urgency Level	Classification	Description
Urgency Level	<b>High</b>	<ul style="list-style-type: none"> <li>The damage caused by The Incident increases rapidly.</li> <li>Work that cannot be completed by staff is highly time sensitive.</li> <li>Significant revenue generating route/block is affected</li> <li>Executive Leadership, high ranking government official are affected</li> </ul>
	<b>Medium</b>	<ul style="list-style-type: none"> <li>The damage caused by The Incident increases considerably over time.</li> <li>A single user with VIP status is affected</li> </ul>
	<b>Low</b>	<ul style="list-style-type: none"> <li>The damage caused by the Incident only marginally increases over time.</li> <li>Work that cannot be completed by staff is not time sensitive.</li> </ul>

### Severity/Priority Matrix

		Impact			
		Critical	High	Medium	Low
Urgency	High	1	2	3	3
	Medium	2	3	4	4
	Low	3	4	4	4

The following severity levels will be adhered to in order to ensure 97% or greater availability to customers of the entire system. Disincentives have been added to ensure that service levels and availability remain high.

Severity Level		Acknowledge Time	Workaround Time*	Mean Time to Repair (MTTR) <sup>1</sup>	Status Updates	Active Support	Disincentive Assessed
1 – Critical		30 Minutes	1 Hour	4 Hours	1 hour	7x24x365	\$500 per event / \$1,000 per 24 hours day it remains out of service <sup>2</sup>
2 – Major		30 Minutes	12 Hours	Current planned release	4 hours	7x24x365	N/A
3 – Medium		1 Day	5 Business days	Scheduled as part of next release	1 Business Day	8am-8pm Normal Business Day	N/A
4 – Minor		1 Day	N/A	Incorporated into future release	As Needed	8am-8pm Normal Business Day	N/A

<sup>1</sup> Acknowledgement, Response, and MTTR are service hours for Software support are defined as 24x7x365, including holidays.

<sup>2</sup> Disincentives may be assessed against failure to meet MTTR.

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## SERVICES SUPPORT AGREEMENT TEMPLATE

### 8. Technical Support

For all Clever Devices' products covered under warranty or by a current, valid Maintenance Agreement, Clever Devices' service organization provides technical support 24 hours a day, 7 days a week, 365 days a year. Regular business hours are Monday through Friday, 8:30am to 5:30pm Eastern Time. All other times are considered "after-hours". Clever Devices will escalate issues to third-party vendors for Clever Devices' Products running third-party application software.

### 9. Exclusions and Limitations to this SSA.

Exclusions. The following are not covered by this Software Maintenance Agreement:

- Any problems resulting from failures of the hardware platform on which the software is installed, or problems resulting from hardware or network devices connected or installed on the hardware platform on which the software is installed.
- Any problem resulting from misuse, improper use, alteration, or damage of the Software Product(s).
- Errors in any version of the Software Product(s) other than the most recent update delivered and deployed to Customer.
- Problems and errors resulting from improper installation of the delivered Software Product by the end user, or problems and errors resulting from the installation of software or hardware products not approved by Clever Devices for use with this product.

1) **Hardware:** The following are excluded with respect to the Hardware

- i. Any Contractor parts or spare equipment not already purchased by the Client from the Contractor.
- ii. Consumable materials, including printer cartridges, paper rolls for receipt printing or tickets.
- iii. Travel costs outside the Austin metropolitan area authorized in advance by Client, except those travels costs already provided as part of System Maintenance Services.

2) **Vandalism:** The following are excluded under this SSA:

- i. Any incidents and damage caused by vandalism, acts of god/nature, or customer misuse.
- ii. Client will be responsible for parts or costs associated with field work on incidents not covered by this SSA.

a. Limitations.

1) **Patch Limitations:** Software maintenance required to maintain compatibility with future mobile operating systems may require significant changes to the Software known as Upgrades.

- i. Patch Management does not include Upgrades to support new features released as part of a new mobile operating system or hardware.
- ii. Significant changes to the mobile operating system or software development kits may result in incompatibilities with current versions of a Client User App and are not supported under this SSA.

2) **Software Support Limitations:**

- i. The Back Office is a web-provided service and should not require significant information technology resources on the part of Client. However, access to the Back Office shall be



## EXHIBIT K SERVICES SUPPORT AGREEMENT TEMPLATE

limited to designated Client personnel. Any unauthorized access to the system via Client equipment or locations is not covered under this SSA.

- ii. Contractor does not provide any service or repair support for Client systems or Client network infrastructure, including, but not limited to the following:
  - a. Service and repair of damage or problems caused by erroneous data, neglect, malicious activity, or misuse (including use of the system for purpose other than which it was designed by End Users, Client, its employees or third-party contractors); and
  - b. Service and repair by vendor/manufacturer made necessary by bugs released by vendors, adverse effects from installing Updates.

10. **ONDD Systems.** The specific components of the ONDD System are listed in Appendix A below.

11. **Requests for Change.** The Client shall use the format in Appendix B below to submit requests for all technical changes to the system(s) so that they can be reviewed and approved by Cap Metro's Change Board.

12. **Acceptable Use Policy.** The Client shall adhere, during the term of this SSA, to Contractor's "EULA" in all respects as set forth and attached hereto in Appendix C below.

13. **Client Minimum Standards.**

- a. The Client environment must comply with the following minimum standards related to Back Office access:
  - 1) All operating system and software shall be within two (2) major releases of the current version, except as expressly specified by Contractor and Client. A list of current systems that shall be supported under the terms of this SSA is set forth in Appendix A attached hereto.
  - 2) Client will use best practices to protect their network and systems; at a minimum Client should utilize WPA2 or higher encryption on their wireless network.
  - 3) Active antivirus protection software licenses shall be provided for installation on all servers, desktops, and laptops. Antivirus software may not be turned off by End Users except for software installation purposes.
  - 4) Software shall be genuine, licensed, and vendor-supported. Operating systems and browsers shall be fully updated and patched for all known critical vulnerabilities.
  - 5) All locations for Service and environments shall be in compliance with all applicable local, state, and federal laws.
  - 6) All Client systems shall be administered only by designated Client personnel.
  - 7) All commercially reasonable efforts shall be conducted by Client to reproduce reported errors and to collect information from users including at a minimum: user contact details and description of issue.
  - 8) Client shall assign one employee to be the primary contact person to Contractor in order to make communications between both parties effective.

IN WITNESS WHEREOF, the parties hereto have duly executed this SSA as of the Effective Date first

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SERVICES SUPPORT AGREEMENT TEMPLATE**

written above:

**CLEVER DEVICES LTD**

**CAPITAL METROPOLITAN TRANSPORTATION  
AUTHORITY**

By:   
\_\_\_\_\_

By: \_\_\_\_\_

Name: Andrew Stanton

Name: \_\_\_\_\_

Title: Chief Operating Officer

Title: \_\_\_\_\_

Email: astanton@cleverdevices.com

Email: \_\_\_\_\_



September 20, 2021

# EXHIBIT K SERVICES SUPPORT AGREEMENT TEMPLATE

## Appendix A – ONDD System

Below is a list of hardware and software that will be supported under the terms of the SSA.

Product	Quantity
<b>HARDWARE</b>	
29" CleverVision Monitor (primary)	67
29" CleverVision Monitor (secondary)	43
Axiomatic interface box	67
Switch	67
29" CleverVision Monitor (primary)	3
29" CleverVision Monitor (secondary)	2
<b>SOFTWARE</b>	
FourWinds Content Manager Web	3
FourWinds Content Manager Desktop	3
FourWinds Content Player	67
CleverVision Player Agent (CVPA)	67
CleverVision: Real-Time Status (CV-RTS) *	1
MCU Firmware	110
OS Image (Windows 10)	67

# EXHIBIT K SERVICES SUPPORT AGREEMENT TEMPLATE

## Appendix B – Request for Change (RFC) Template

### Capital Metro Information Technology Request For Change (RFC)

#### 20200101-RFC-Description

Requestor	XXXXXX
Request Date	
Requestor Phone	
Requestor Email	
Requestor Site	
Start Date/Time for Change	
End Date/Time for Change	
Alternate Start Date for Change	
Alternate End Date for Change	
Approved On	

#### Change Description

Change Description	
Detailed Description	
Reason (Preventive, Corrective, Upgrade, Replacement, New)	
Type (Planned, Unplanned, Emergency)	
Dependent Systems	

#### Impact

**Any Impact to the OCC? Must call OCC Manager directly before downtime event.**

Affected Business Unit / Audience	
Number of End Users Affected (Estimate)	
Downtime (None, Unknown, Intermittent, Complete)	
Duration of Downtime (Estimate)	
Business Unit Contact	
Business Unit Contact Phone	
Business Unit Contact Email	

#### Implementation Steps (High Level)

- 1.
- 2.
- 3.
- 4.

#### Affected Documentation:

#### Acceptance / Success Criteria

TEST	DESCRIPTION

**EXHIBIT K  
SERVICES SUPPORT AGREEMENT TEMPLATE**

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**Back-out Plan**

- 1.
- 2.
- 3.
- 4.

**Back-out Validation**


TEST	DESCRIPTION

**Post Event Analysis**

Success / Failure?	
Reschedule Date	
Performance Comparison Complete?	
Lessons Learned Performed?	
Documentation Updated?	
Process Developed or Revised?	

# EXHIBIT K SERVICES SUPPORT AGREEMENT TEMPLATE

## Appendix C – Cap Metro Technology Usage Policy

	<b>TECHNOLOGY USAGE POLICY IT- 201</b>  <b>Chief Information Officer</b>	<table style="width: 100%; border: none;"> <tr> <td style="width: 15%;"><b>Issued:</b></td> <td><b>December 2008</b></td> </tr> <tr> <td><b>Revised:</b></td> <td><b>May 2020</b></td> </tr> <tr> <td><b>Approved by:</b></td> <td><b>Randy Clarke President &amp; CEO</b></td> </tr> </table>	<b>Issued:</b>	<b>December 2008</b>	<b>Revised:</b>	<b>May 2020</b>	<b>Approved by:</b>	<b>Randy Clarke President &amp; CEO</b>
<b>Issued:</b>	<b>December 2008</b>							
<b>Revised:</b>	<b>May 2020</b>							
<b>Approved by:</b>	<b>Randy Clarke President &amp; CEO</b>							
<b>PURPOSE</b>								
<p>This policy applies to all Capital Metro employees and all contractors that utilize Capital Metro provided technology of any kind and is intended to create a policy to provide comprehensive guidelines for people to follow when accessing any technology provided by Capital Metro.</p>								
<b>POLICY</b>								
<p>Capital Metro has actively pursued making advanced technology and increased access of the internet (including e-mail and other developing technologies) available to Capital Metro employees and contractors to enable the efficient and successful accomplishment of the Capital Metro mission. The use of these services is a privilege, not a right, and must be performed in a legal, ethical, and professional manner.</p> <p>No software will be loaded on Capital Metro computers without the express consent of the Information Technology department to ensure adherence to licensing agreements.</p> <p>All software licenses will be maintained in a central location. Distribution of software media to users is not allowed.</p> <p>It is the responsibility of all users of Capital Metro’s personal computers, laptops, mobile devices and peripheral equipment, to ensure that their use is appropriate and within the guidelines of acceptable use as described below.</p>								
<b>ACCEPTABLE USE</b>								
<ul style="list-style-type: none"> <li>○ Primary use of Capital Metro systems is for business purposes only and consistent with each department’s business goals and objectives.</li> <li>○ Minimal personal use is allowed during lunch breaks and before and after work if it does not result in any cost to Capital Metro and does not interfere with people’s assigned work.</li> <li>○ All use must comply with federal, state, and local laws and regulations when transmitting, distributing, or storing information, including the rights protected by copyright, trade secret, patent or other intellectual property laws or regulations.</li> <li>○ All usage must be courteous with appropriate language. Software license agreements will be strictly enforced. Only properly licensed commercial software that has been approved and documented by the IT department is allowed. All software licensing agreements will be reviewed and executed by Information Technology.</li> <li>○ Anti-virus software will be installed and operational with continuous updates as appropriate on all Capital Metro technology devices that can support anti-virus software.</li> </ul>								

## EXHIBIT K SERVICES SUPPORT AGREEMENT TEMPLATE

- Personal computer systems, laptops and other devices used to store, process or access Capital Metro data shall be accessed with assigned logins and passwords in accordance with policy IT-203, Information Security.
  
- All documents of an important nature (or whose loss would have a negative impact on Capital Metro) should be stored on the network within the Capital Metro Document Management System to ensure data integrity and backup capability. Any documents stored on a local drive or external peripheral are subject to loss in the case of equipment failure.

### PROHIBITED USE

- Must not transmit, distribute, or store information that is unlawful, pornographic, threatening, abusive, profane, libelous or hateful.
- Must not use the Internet for conducting political or commercial activities.
- Must not damage computers, computer systems or computer networks.
- Must not download software, games or other files to Capital Metro devices that do not directly relate to Capital Metro work. (This includes personal hardware and software that have not been previously approved by the IT department).
- Must not use any other person's ID or password.
- Must not access the files of other people without a department head and/or Information Technology's approval.
- Must not disable or circumvent any security or management software installed by Information Technology including but not limited to proxies, anti-virus, remote management, and access control software.
- Must not use the services in such a way that would disrupt the use of the services by others.
- Proprietary software will not be duplicated, modified, or used in any manner except as expressly provided for in the manufacturer's license agreement.
- Personnel are expressly forbidden from moving any computer equipment without the assistance and/or permission of Information Technology staff.
- Must not be used to transmit mass or unsolicited communications that are not business related.

### ENFORCEMENT

- Capital Metro has the right to review the content of a person's files or access logs, including e-mail, text messages, voice mail and any other technology used for Capital Metro business for the purpose of monitoring compliance with workplace rules and policies and shall be able to monitor all fileserver space and other related data storage to ensure appropriate use of these services. There is no expectation of privacy on any technology used for Capital Metro business.
- Each Capital Metro employee or contractor must safeguard Capital Metro issued equipment.
- Each Capital Metro employee or contractor must ensure the privacy and security of Capital Metro data.
- It is the duty of each Capital Metro employee or contractor to immediately report damage to or loss of Capital Metro assigned assets to their immediate supervisor and the IT service desk manager, director, or CIO. The service desk phone number is 512-389-7570. Other contact information is located in the e-mail contacts listing.
  
- Inappropriate use of this privilege may result in suspension or revocation of the privilege and

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corrective or disciplinary action up to and including termination of employment and appropriate legal action may be taken. For contractors, this inappropriate use will be reported to the proper contact and Capital Metro may choose to remove the person in violation from Capital Metro premises.

- Department managers will be responsible for ensuring that employees in their department are in compliance with this policy.



**EXHIBIT K**  
**SERVICES SUPPORT AGREEMENT TEMPLATE**

Appendix D – End User License Agreement (EULA)

See attached document.



## END USER SOFTWARE LICENSE AGREEMENT INTERACTIVE USER

### Notice to User:

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By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

LICENSEE:

By:  \_\_\_\_\_

Name: Andrew Stanton

Title: Chief Operating Officer

Date: 9/21/2021

LICENSOR: Clever Devices Ltd.