

**INTERLOCAL AGREEMENT
BETWEEN
REGIONAL TRANSPORTATION COMMISSION OF SOUTHERN NEVADA,
CITY OF LAS VEGAS, AND CLARK COUNTY**

This Interlocal Agreement ("**Agreement**") is made and entered into this 17 day of July, 2024, by and between the Regional Transportation Commission of Southern Nevada, a political subdivision of the State of Nevada, with offices at 600 S. Grand Central Parkway, Suite 350, Las Vegas, NV ("**RTC**"), the City of Las Vegas, a municipal corporation ("**City**"), and Clark County, a political subdivision ("**County**") and is made pursuant to the provisions of the Nevada Revised Statutes Chapter 277. The RTC, City and County may be referred to individually as a "**Party**" or collectively as the "**Parties**".

RECITALS

A. WHEREAS, pursuant to NRS 277.110, any two or more public entities may enter into agreements with one another for joint or cooperative action pursuant to the provisions of NRS 277.080 to 277.180, inclusive; and

B. WHEREAS, the Parties wish to procure a software solution that will better communicate to the public the location of roadway construction and associated traffic delays ; and

C. WHEREAS, the RTC is entering into an agreement with One Network USA, Inc. ("one.network") to provide such a software solution; and

D. WHEREAS, the City and County wish to have access to one.network's platform as a sublicensee of the RTC; and

E. WHEREAS; the RTC is required to secure certain assurances and rights from the City and County pursuant to RTC's agreement with one.network in order to allow the City and County access.

NOW, THEREFORE in consideration of the mutual promises and undertakings herein specified, the Parties agree as follows:

AGREEMENT

1. **TERM AND TERMINATION**. This Agreement shall be effective from the date of execution to May 31, 2025 unless extended by mutual written agreement by both parties ("**Term**").
2. **SCOPE OF AGREEMENT**. The scope of the Agreement between the Parties shall be as set forth in **Exhibit A – Scope of Agreement**, attached hereto and incorporated by reference. As a Permitted End User under the terms of the agreement attached hereto, the terms of the agreement in Exhibit A are deemed to be accepted by the City and County and the City and County are bound to the RTC in the same manner, and to the same extent, as the RTC is bound to one.network. The

Parties agree that the City and County access to the one.network platform is conditioned on acceptance of these Agreement terms.

3. CONTRACT DOCUMENTS. This Agreement and its Exhibits make up the Contract Documents for this Agreement. The Contract Documents form the entire agreement between the Parties.
4. STATUS OF PARTIES: INDEPENDENT CONTRACTOR. The Parties are associated with each other only for the purposes and to the extent set forth in this Agreement and in respect to performance of services pursuant to this Agreement. In the performance of such services, each Party shall at all times be an independent entity with respect to the other Party. Neither Party is an employee nor agent of the other Party. Further, it is expressly understood and agreed by the Parties that nothing contained in this Agreement will be construed to create a joint venture, partnership, association, or other affiliation or like relationship between the Parties.
5. FISCAL MONITORING AND ADMINISTRATIVE REVIEW OF ADVERSE FINDINGS. If necessary and applicable to this Agreement, where RTC is making payment to City and County, RTC may, at its discretion, conduct a fiscal monitoring of expenses by City and County at any time during the term of this Agreement. City and County will be notified in writing at least three (3) weeks prior to the visit outlining documents that must be available prior to RTC's visit. The RTC shall notify City and County in writing of any Adverse Findings and recommendations as a result of the fiscal monitoring. Adverse Findings are defined to include, but not be limited to, City and County's lack of adequate records, administrative findings, questioned costs, and costs recommended for disallowance. City and County will have the opportunity to address adverse findings in writing responding to any disagreement of adverse findings. RTC shall review disagreement issues, supporting documentation, and files and shall forward a decision to City and County in writing.
6. AUDIT REQUIREMENTS.
 - a. Any payments made or received by RTC under this Agreement shall be subject to an audit and any payments shall be adjusted in accordance with said audit.
 - b. City and County shall schedule an annual financial audit and shall submit a copy to RTC for review within six (6) months following the close of City and County's fiscal year. Failure to meet this requirement may result in loss of current funding, disqualification from consideration for further RTC administered funding and/or termination of this Agreement. This audit shall be made by an independent auditor in accordance with generally acceptable accounting principles. This requirement applies equally to any subcontractor of the City and County that receives a benefit under this Agreement. The City and County shall include this requirement in all its subcontractor agreements. Any subcontracts prepared by the City and County shall be furnished to RTC to ensure conformance with all requirements.

- c. City and County shall make appropriate corrections within six (6) months after receipt of an audit report to remedy any material weaknesses identified by the audit report. The RTC may withhold payment and/or services for non-correction of material weaknesses identified by the audit report in addition to its right to terminate this Agreement.

7. BOOKS AND RECORDS.

- a. Each Party shall keep and maintain under generally accepted accounting principles full, true and complete books, records, and documents as are necessary to fully disclose to the other Party, properly empowered government entities, or their authorized representatives, upon audits or reviews, sufficient information to determine compliance with the terms of this Agreement and any applicable statutes and regulations. All such books, records and documents shall be retained by each Party for a minimum of three years, and for five years if any federal funds are used pursuant to this Agreement, from the date of termination of this Agreement. This retention time shall be extended when an audit is scheduled or in progress for a period of time reasonably necessary to complete said audit and/or to complete any administrative and judicial litigation which may ensue.
- b. Each Party shall, at all reasonable times, have access to the other Party's records, calculations, presentations, and reports produced under this Agreement for inspection and reproduction.

- 8. BREACH: REMEDIES. Failure of either Party to perform any obligation of this Agreement shall be deemed a breach. Except as otherwise provided for by law or this Agreement, the rights and remedies of the Parties shall not be exclusive and are in addition to any other rights and remedies provided by law or equity, including but not limited to actual damages, and to a prevailing Party, the right to seek reasonable attorneys' fees and costs.
- 9. WAIVER OF BREACH. Failure to declare a breach or the actual waiver of any particular breach of this Agreement or its material or nonmaterial terms by either Party shall not operate as a waiver by such Party of any of its rights or remedies as to any other breach.
- 10. LIMITED LIABILITY. The Parties will not waive and intend to assert available NRS Chapter 41 liability limitations in all cases. Contract liability of both Parties shall not be subject to punitive damages. To the extent applicable, actual agreement damages for any breach shall be limited by NRS 353.260 and NRS 354.626.
- 11. FORCE MAJEURE. Neither Party shall be deemed to be in violation of this Agreement if it is prevented from performing any of its obligations hereunder due to strikes, failure of public transportation, civil or military authority, act of public enemy, accidents, fires, explosions, or acts of God, including, without limitation, earthquakes, floods, winds, or storms, governmental regulations or control (other than existing applications of existing regulations of which the Parties

could reasonably be expected to be aware on the date hereof), pandemic, and epidemic. In such an event the intervening cause must not be through the fault of the Party asserting such an excuse, and the excused Party is obligated to promptly perform in accordance with the terms of this Agreement after the intervening cause ceases.

12. LIABILITY. The Parties will not waive and intend to assert available NRS Chapter 41 liability limitations in all cases. Contract liability of the Parties shall not be subject to punitive damages. To the extent applicable, actual agreement damages for any breach shall be limited by NRS Chapter 353.260 and NRS 354.626. Up to the limitation of law, including, but not limited to, NRS Chapter 41 liability limitations, each Party shall be responsible for all liabilities, claims, actions, damages, losses, and expenses, caused by the negligence, errors, omissions, recklessness or intentional or unintentional misconduct of its own officers and employees. No Party is responsible for or required to indemnify or defend any other party against liabilities, claims, actions, damages, losses, and expenses from or incurred by any third parties (i.e., a party not signing this Agreement) for any reason.
13. INSURANCE. The Parties shall, during the Term, maintain or participate in a self-insurance fund, or procure such insurance as may be required, in amounts which are in compliance with the laws of the State of Nevada and which are sufficient to cover any liability which could reasonably be anticipated with respect to the performance of this Agreement.
14. NON-DISCRIMINATION. As Equal Opportunity Employers, the Parties have an ongoing commitment to hire, develop, recruit and assign the best and most qualified individuals possible. The Parties employ employees without regard to race, sex, color, religion, age, ancestry, national origin, marital status, status as a disabled veteran, or veteran of the Vietnam era, disability or sexual orientation. The Parties likewise agree that they will comply with all state and federal employment discrimination statutes, including but not limited to Title VII, rules enforced by the Nevada Equal Rights Commission, and the American with Disabilities Act, in connection with this Agreement.
15. SEVERABILITY. If any provision contained in this Agreement is held to be unenforceable by a court of law or equity, this Agreement shall be construed as if such provision did not exist, and the unenforceability of such provision shall not be held to render any other provision or provisions of this Agreement unenforceable.
16. PUBLIC RECORDS: CONFIDENTIALITY. Pursuant to NRS 239.010, information or documents, including this Agreement, and any other documents generated incidental thereto may be opened by the Parties for public inspection and copying. The Parties will have a duty to disclose unless a particular record is made confidential by law or a common law balancing of interests.

17. PROPER AUTHORITY. The Parties hereto represent and warrant that the person executing this Agreement on behalf of each Party has full power and authority to enter into this Agreement and that the Parties are authorized by law to perform the services set forth in the documents incorporated herein.
18. ENTIRE AGREEMENT. This Agreement constitutes the entire Agreement between the Parties and supersedes any prior contracts or agreements between the Parties regarding the subject matter hereof.
19. AMENDMENTS. This Agreement may be amended only by a writing signed by a duly authorized agent/officer of each Party and effective as of the date stipulated therein.
20. GOVERNING LAW. This Agreement and the rights and obligations of the Parties hereto shall be governed by, and construed according to the laws of the State of Nevada, with Clark County, Nevada as the exclusive venue of any action or proceeding related to or arising out of this agreement.
21. DISPUTE RESOLUTION. The Parties hereto agree that any dispute arising under this Agreement will be determined through litigation in the District Courts of Nevada, located in Clark County, Nevada.
22. NO THIRD-PARTY BENEFICIARIES. The Parties do not intend to, and nothing contained in this Agreement shall, create any third party benefit or right to enforce the terms hereof in any party not named hereto.
23. NOTICES. All notices permitted or required under this Agreement shall be made by personal delivery or by U.S. registered or certified mail, postage prepaid to the other Party at their address set out below:

REGIONAL TRANSPORTATION
COMMISSION OF SOUTHERN NEVADA
Angela Castro
600 S. Grand Central Parkway
Las Vegas, NV 89106
CC: Manager of Purchasing & Contracts

CITY OF LAS VEGAS
Director Public Works
495 S. Main Street, 5th Floor
Las Vegas, NV 89101

And

CITY OF LAS VEGAS
City Attorney
495 S. Main Street, 6th Floor
Las Vegas, NV 89101

CLARK COUNTY
Director of Public Works
500 S. Grand Central Parkway, 2nd Floor
Las Vegas, NV 89155

And

CLARK COUNTY DISTRICT ATTORNEY'S OFFICE
County Counsel
500 S. Grand Central Parkway, 5th Floor
Las Vegas, NV 89155

BY SIGNING BELOW, the Parties agree that they have read, understand, and agree to the conditions set forth herein and have caused their duly authorized representatives to execute this Agreement.

CITY OF LAS VEGAS

**REGIONAL TRANSPORTATION COMMISSION OF
SOUTHERN NEVADA
RTC**

Carolyn G. Goodman
Mayor

M.J. Maynard
CEO

Date: _____

Date: _____

Attest:

Attest:

Dr. LuAnn D. Holmes, MMC
City Clerk

Approved as to form:

Approved as to form:

John S. Ridilla
Chief Deputy City Attorney

John S. Ridilla 6/27/24

Deputy City Attorney

Date

RTC Legal Counsel

CLARK COUNTY, NEVADA

Tick Segerblom
Chair, Board of County Commissioners

ATTEST:

Lynn Marie Goya
County Clerk

APPROVED AS TO FORM:

Deputy District Attorney Date

Exhibit A

Scope of Agreement

EXHIBIT A

SCOPE OF AGREEMENT



CONTRACT NO. 24-144AR
REAL-TIME WORK ZONE COORDINATION AND NOTIFICATION

SERVICE PROVIDER: One Network USA, Inc.
Hywel Evans
General Counsel
hywel.evans@causeway.com

This Contract is made and entered into this 7/11/2024, by and between the REGIONAL TRANSPORTATION COMMISSION OF SOUTHERN NEVADA (hereinafter referred to as “RTC”), having its principal office located at 600 South Grand Central Parkway, Las Vegas, Nevada 89106-4512, and One Network USA, Inc. (hereinafter referred to as “Service Provider”), a corporation formed under the laws of the State of Delaware, located at 1000 N. West Street, Suite 1200, Wilmington, DE 19801, USA for use and access of its right of way management application (hereinafter referred to as “Services”).

RECITALS:

WHEREAS, the RTC deems the services required under this contract not adapted to award by competitive bidding in accordance with NRS 332.115(1)(h), and has selected One Network USA, Inc. as the non-exclusive service provider; and

WHEREAS, the Service Provider is competent to provide and perform the Services described herein and desires to enter into this Contract with the RTC for the provision and performance of such Services; and

WHEREAS, the Service Provider has the required licenses and/or authorizations pursuant to all federal, State of Nevada and local laws in order to conduct business relative to this Contract; and

WHEREAS, the Service Provider has the personnel and resources necessary to provide and perform the Services within the required schedule and with a budget allowance not-to-exceed **\$255,000.00 (TWO HUNDRED FIFTY-FIVE THOUSAND DOLLARS AND ZERO CENTS)** in accordance with **Exhibit B** for the base period of the contract, including all fees for time and labor for salaries, overhead, materials, equipment, licenses, direct non-salary expenses incurred by the Service Provider.

NOW THEREFORE, in consideration of the mutual promises hereinafter given, it is mutually agreed by and between the Service Provider and the RTC as follows:

SECTION A – CONTRACT FORM

The subject matter of this Contract is for the Service Provider to provide its right of way management application.

SECTION B – BASIC TERMS

B-1 DEFINITIONS

The following definitions apply to this Contract:

- (a) “*Acceptance Criteria*” means the criteria agreed by the parties for testing pursuant to section C1 of this Contract.
- (b) “*Building Blocks*” means: (i) Service Provider’s know-how, concepts, techniques, methodologies, ideas, templates, routines, sequences, software, firmware, designs, scripts,

interfaces, programming code, applets, executables, objects, files, utilities and tools that existed prior to the performance of Services hereunder; and, (ii) ideas, concepts, techniques, know-how, methodologies, ideas, templates, routines, sequences, software, firmware, designs, scripts, interfaces, programming code, applets, executables, objects, files, utilities and tools discovered, created or developed by Service Provider during the performance of Services or otherwise during the Term and at any time thereafter that are not based on or derived from RTC's Confidential Information or developed specifically for RTC pursuant to this Contract.

- (c) "*Content*" means any content provided by Service Provider through the Services (whether created by Service Provider or a Third Party), and may include, but is not limited to map data, roadworks data, traffic management intervention data, and traffic data, and/or such other content specified in the Services Specification.
- (d) "*Contract Documents*" means the following documents which collectively constitute the obligations of the Contractor: (1) this Contract and the attachments hereto; and (2) any addenda thereto.
- (e) "*Contract Technical Representative*" means the RTC representative who is responsible for the coordination of Contract performance between the RTC and the Service Provider.
- (f) "*Contract*" means this document, consisting of Sections A through F, which is binding and effective only upon execution by the RTC.
- (g) "*Data Protection Laws*" means the following, to the extent applicable to Personal Data Processed under the Contract: the Payment Card Industry Data Security Standards ("*PCI-DSS*"), industry rules or self-regulatory codes of conduct, and all laws, statutes, regulations, rules, treaties, executive orders, directives, or other official guidance or releases regarding data protection, privacy, data security, confidentiality, and data breach notification that are then in effect and applicable to a party or Personal Data Processed under the Contract including, without limitation, and any laws implementing the foregoing, or implemented in European Union Member States thereunder; all United States Federal Trade Commission ("*FTC*") rules, regulations and guidance relating to the collection, use, disclosure and Processing of Personal Data; the Children's Online Privacy Protection Act of 1998 ("*COPPA*"), including any regulations and guidance issued thereunder; C.R.S. § 6-1-713 et seq. Massachusetts law 201 CMR 17.00 et seq.; and Cal. Civ. Code §§ 1798.80 et seq., 1798.100 et seq. and 11 CCR § 999.300 et seq. ("*CCPA*").
- (h) "*Data Subject*" means any natural person to whom, or household to which, Personal Data relates.
- (i) "*Deliverable*" means those items listed as "Deliverables" in Exhibit A.
- (j) "*Documentation*" means Service Provider's user manuals, handbooks, guides, and other documentation.
- (k) "*Intellectual Property Rights*" means all rights in, arising out of, or associated with Intellectual

Property in any jurisdiction, including without limitation: rights in, arising out of, or associated with Works of Authorship, including without limitation: (i) copyright and any and all rights granted under the United States Copyright Act or any international copyright laws or treaties; (ii) rights in, arising out of, or associated with Inventions, including without limitation rights granted under the Patent Act; (iii) rights in, arising out of, or associated with Trademarks, including without limitation rights granted under the Lanham Act; (iv) rights in, arising out of, or associated with Confidential Information, including without limitation rights granted under the Uniform Trade Secrets Act; (v) rights of attribution and integrity and other moral rights of an author (“*Moral Rights*”); and (vi) and rights in, arising out of, or associated with domain names.

- (l) “*Intellectual Property*” means all technology and intellectual property, regardless of form, including without limitation: published and unpublished works of authorship, including without limitation audiovisual works, collective works, computer programs, compilations, pictorial, graphic, and sculptural works, drawings, databases, derivative works, literary works, and sound recordings (“*Works of Authorship*”); inventions and discoveries, including without limitation articles of manufacture, business methods, compositions of matter, improvements, machines, methods, and processes and new uses for any of the preceding items (“*Inventions*”); and, words, names, symbols, devices, designs, and other designations, and combinations of the preceding items, used to identify or distinguish a business, good, group, product, or service or to indicate a form of certification, including without limitation logos, product designs, and product features (“*Trademarks*”).
- (m) “*Non-exclusive Contract*” means a Contract under which the RTC agrees to obtain some, but not necessarily all, of the RTC’s requirements for a particular service.
- (n) “*Order Form*” means an order form in writing signed by both parties.
- (o) “*Permitted End User*” means all RTC employees and all agents, independent contractors, consultants, outsourcers and other third party vendors of RTC to whom RTC grants administrative access to or sub-licences administrative access to the Services, acting in furtherance of the business purposes of RTC and in connection with the agreement in effect with RTC but at all times excluding any independent contractors or third parties that solely access the Platform via a Service Provider mobile app (any such independent contractor or third party, an “*RTC Contractor*”).
- (p) “*Personal Data*” means any data that identifies, relates to, describes, is capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular Data Subject, including without limitation, all information defined as “Personal Information” under CCPA, and analogous provisions of other applicable Data Protection Laws.
- (q) “*Processing*” means any operation or set of operations which is performed on Personal Data or on sets of Personal Data, whether or not by automated means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure, transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.

- (r) “*Public User*” means any member of the public that can access and use content generated by the Platform.
- (s) “*RTC Commission*” means the governing body of the Regional Transportation Commission of Southern Nevada.
- (t) “*RTC Data*” means any and all information, data, materials, works, expressions, or other content, including any that are (i) uploaded, submitted, posted, transferred, transmitted, or otherwise provided or made available by or on behalf of RTC or any Permitted End User for processing by or through the Services, or (ii) collected, downloaded, or otherwise received by Service Provider or the Services for RTC or any Permitted End User pursuant to this Contract. All output, copies, reproductions, improvements, modifications, adaptations, translations, and other derivative works of, based on, derived from, or otherwise using any RTC Data are themselves also RTC Data. For the avoidance of doubt, RTC Data includes all Personal Data.
- (u) “*RTC-Provided Data*” means any and all information, data, materials, and other content that are uploaded, submitted, or otherwise provided on behalf of RTC by Permitted End Users for processing by or through the Services.
- (v) “*Service Provider Representative*” means the individual authorized to act on behalf of the Service Provider regarding routine matters arising under or relating to this Contract.
- (w) “*Specifications*” means documentation and materials, or other specifications agreed upon by the parties, including the Documentation.
- (x) “*Third Party*” means a person other than RTC and the Service Provider.
- (y) “*Third Party Content*” means any Content that comes from a Third Party.
- (z) “*Third Party Service*” means any service which is provided by a Third Party.
- (aa) “*Third Party Software*” shall mean software any proprietary code, source code and object code, which is subject to third-party license agreements.

B-2 CONTRACT TYPE

The Contract type is not-to-exceed.

B-3 PRICES/COSTS/DELIVERABLES

(a) Prices/Costs/Deliverables Schedule

The Service Provider will invoice the RTC in accordance with the payment and deliverables schedule specified in attached **Exhibits A and B**. The RTC’s obligation to pay Service Provider cannot exceed the specified amount(s). It is expressly understood that the entire work defined in **Exhibits A and B** must be completed by the Service Provider and it shall be the

Service Provider's responsibility to ensure that hours and tasks are properly budgeted so the full scope of Services will be provided for the specified amount(s).

- (b) The total value of the contract is not-to-exceed **\$255,000.00 (TWO HUNDRED FIFTY-FIVE THOUSAND DOLLARS AND ZERO CENTS)**, with payments to be made in accordance with Exhibit B.

B-4 INVOICES

- (a) The Service Provider shall submit invoices to the RTC in accordance with the payment schedule set forth in Section B-3 (Prices/Costs/Deliverables) above and must be accompanied by backup material. The RTC shall pay the invoiced amount within 30 calendar days after the date of receipt of a correct invoice. All invoices should identify the following items:

1. The date of the invoice;
2. Service Provider name;
3. Complete address (including street, city, state and zip code);
4. Telephone number;
5. Contact person;
6. Itemized pricing and total amount due (excluding Sales and Use Tax);
7. The associated RTC purchase order number;
8. Service Provider's Tax Identification Number;
9. RTC Contract and project numbers; and
10. Service Provider's invoice number.

Payment to the Service Provider will be made in full within 30 calendar days. Invoices received without a valid purchase order number will be returned unpaid. The Service Provider shall submit an original invoice to RTC by email to **John Arias, Traffic Operations Supervisor**, ariasj@rtcsonv.com.

- (b) The Service Provider shall forward a copy of the original invoice to the RTC's Contract Technical Representative identified in Section D-2 (Contract Technical Representative/Service Provider Representative).
- (c) Upon early termination of this Contract, the Service Provider shall submit a statement summarizing previous billings rendered and payments received and provide any other information necessary for contract close out. Within 30 calendar days after receipt thereof, the RTC shall pay the Service Provider all amounts due.

B-5 CONTRACT TERM

- (a) Notice to Proceed The parties to this Contract understand and agree that execution of this Contract by the RTC is not a Notice-To-Proceed with the Scope of Services of this Contract.

- A Notice-To-Proceed will be given by the RTC to the Service Provider after receipt and approval of all insurance requirements specified in this Contract or equivalent protection.
- (b) Performance Period The base contract term commences at Notice to Proceed and ends on May 31, 2025, unless extended through mutual written agreement by both parties (the “Term”).
- (c) Contract Renewals – This contract has no renewals.
- (d) Delivery Schedule The Service Provider shall provide Services (including any Deliverables) in accordance with the schedule specified in attached **Exhibit A**.

SECTION C – SCOPE OF SERVICES

C-1 SCOPE OF SERVICES

The Service Provider shall provide the materials, equipment, products and labor to accomplish, produce and deliver the products and Services specified in **Exhibit A**. The Service Provider shall not provide services beyond the scope of this Contract unless those services and compensation for those services have been defined in an approved amendment to this Contract. For purpose of this Contract, “Services” includes services provided or performed prior to the date of this Contract.

When Service Provider notifies RTC in writing that the Services are ready for use in a production environment, RTC shall have 90 days (or such other period requested by RTC) from receipt of the notice to test the Services to determine whether they comply in all material respects with the Acceptance Criteria. Upon completion of RTC’s testing, RTC shall notify Service Provider of its acceptance (“*Accept*” or “*Acceptance*”) or, if it has identified any noncompliance with the Acceptance Criteria, rejection (“*Reject*” or “*Rejection*”) of the Services. If RTC Rejects the Services, RTC shall provide a written list of items that must be corrected. On receipt of RTC’s notice, Service Provider shall promptly commence, at no additional cost or charge to RTC, all reasonable efforts to complete, as quickly as possible and in any event within 20 days from receipt of RTC’s notice (or such other period as may be agreed upon by the parties in writing), such necessary corrections, repairs, and modifications to the Services to bring them into full compliance with the Acceptance Criteria. If any corrective measures are required, upon its completion of all such measures, Service Provider shall notify RTC in writing and RTC shall repeat the testing process within 10 days of such notification (or such other period as may be mutually agreed by the parties); provided that if RTC, acting reasonably, determines that the Services, as revised, still do not comply in all material respects with the Acceptance Criteria, RTC may, in its sole discretion: (i) require Service Provider to repeat the correction, repair, and modification process set forth above at no additional cost or charge to RTC; or (ii) terminate on 10 days’ advance written notice to Service Provider any and all of this Contract with no liability, obligation, or penalty to RTC by reason of such termination of any of these instruments or for any reason under or in connection with such termination. The parties shall repeat the foregoing procedure until RTC Accepts the Services or elects to terminate this Contract. If RTC elects to terminate, Service Provider shall refund to RTC all sums previously paid to Service Provider hereunder. If RTC fails to carry out the Acceptance Tests within 10 days (or such other period as may be mutually agreed by the

parties) from notification by Service Provider that the Services are ready to test or commences any use of the Services in its business, the Services shall be deemed to be Accepted.

C-2 RTC CONTRACTORS

Service Provider's provision of Services includes an obligation to provide access to certain portions of the Platform to RTC Contractors and Public Users. Service Provider shall ensure that RTC Contractors may provide inputs, content, and information into the Platform ("*RTC Contractor Data*") and that the Platform will timely and accurately display all RTC Contractor Data in any portion of the Platform accessible by Public Users. Access by RTC Contractors to the Platform will be governed by separate terms and conditions of use ("*RTC Contractor Terms*") and access by Public Users will be governed by separate terms and conditions of use ("*Public User Terms*"). Service Provider acknowledges and agrees that RTC will not be responsible for any RTC Contractor or any Public User and will not be liable under any RTC Contractor Terms or Public User Terms. Service Provider shall promptly revise any RTC Contractor Terms and/or Public User Terms upon RTC's reasonable request. So long as RTC Contractor Data is provided to Service Provider accurately and completely, Service Provider will display such RTC Contractor Data or any data derived therefrom accurately and completely. Service Provider will use commercially reasonable efforts to ensure that RTC Contractor Data is free from errors or other defects.

SECTION D – SPECIAL CONDITIONS

D-1 LEGAL NOTICE

(a) All legal notices required pursuant to the terms and conditions of this Contract shall be in writing, unless an emergency situation dictates otherwise. Any notice required to be given under the terms of this Contract shall be deemed to have been given when:

1. received by the party to whom it is directed by hand delivery or personal service, or
2. transmitted by facsimile with confirmation of transmission, or
3. sent by email with confirmation of receipt by the receiving party, or
4. sent by U.S. mail via certified mail-return receipt requested at the following addresses:

FOR THE RTC:

Regional Transportation Commission of Southern Nevada
RTC Purchasing and Contracts
600 Grand Central Parkway
Las Vegas, Nevada 89106-4512
rtcpurchasing@rtcsonv.com

FOR THE SERVICE PROVIDER:

One Network USA, Inc
1000 N. West Street,
Suite 1200,
Wilmington, DE 19801, USA

hywel.evans@causeway.com

- (b) The parties shall provide written notification of any change in the information stated above.
- (c) An original signed copy, via U. S. Mail, shall follow email transmissions.
- (d) For purposes of this Contract, legal notice shall be required for all matters involving potential termination actions, litigation, indemnification, and unresolved disputes. This does not preclude legal notice for any other actions having a material impact on the Contract.
- (e) Routine correspondence should be directed to the Contract Technical Representative or the Service Provider Representative, as appropriate.

D-2 RTC TECHNICAL CONTRACT REPRESENTATIVE / SERVICE PROVIDER REPRESENTATIVE

- (a) The RTC designates the following as the Contract Technical Representative for this Contract:

John Arias
Traffic Operations Supervisor
ariasj@rtcsonv.com

The RTC will provide written notice to the Service Provider, should there be a subsequent Contract Technical Representative change. The Contract Technical Representative will be the Service Provider's principal point of contact at the RTC regarding any matters relating to this Contract, will provide all general direction to the Service Provider regarding Contract performance, and will provide guidance regarding the RTC's goals and policies. The Contract Technical Representative is not authorized to waive or modify any material scope of services changes or terms of the Contract. The RTC agrees that its officers and employees and consultants will cooperate with Service Provider in the performance of Services under this Contract and will be available for consultation with Service Provider at reasonable times with advance notice as to not conflict with other responsibilities.

- (b) The Service Provider designates the following as the Service Provider Representative for this Contract:

Mandy Wiggins
mandy.wiggins@one.network

The Service Provider will provide written notice to the RTC, should there be a subsequent Service Provider Representative change. The RTC has the right to assume that the Service Provider Representative has full authority to act for the Service Provider on all matters arising under or relating to this Contract. Should the Service Provider Representative of the Service Provider be unable to complete their responsibility for any reason, the Service Provider shall replace him or her or them with a competent person, or subconsultant with the RTC's approval.

D-3 SERVICE PROVIDER BACKGROUND CHECKS – *Not Used*

D-4 RTC SERVICE PROVIDER IDENTIFICATION BADGES – *Not Used*

D-5 SERVICE PROVIDER KEYS TO FACILITY – *Not Used*

D-6 WARRANTY

- (a) The Service Provider represents and warrants that: (i) the Services shall be performed and provided in material conformity with this Contract, with the professional skill and care that would be exercised by those who perform similar services in the commercial marketplace, and in accordance with accepted industry practice; (ii) it is a corporation duly organized, validly existing and in good standing under the laws of its jurisdiction of formation and has full power and authority to own and operate its business and properties and to carry on its business in all jurisdictions in which the transaction of its business makes such qualification necessary; (iii) it has, and throughout the Term, will retain the full right, power, and authority to enter into this Contract and perform its obligations hereunder; (iv) Service Provider is experienced in the provision of the Services and possesses the expertise required by this Contract and Service Provider shall perform all of the Services in a timely, professional and workmanlike manner and in accordance with industry standards; (v) Service Provider will provide the Services in material accordance with the applicable Specifications; (vi) the Services provided by Service Provider in connection with this Contract or the receipt, access, or use thereof, will not: (a) conflict with or violate any applicable law, including any law relating to data privacy, data security, or personal information, (b) to its knowledge, use, embody, violate, infringe upon, or misappropriate any patent, copyright, trademark, trade secret, or other intellectual property, contractual, employment, or confidentiality right of a third party that is in force in RTC's operating jurisdiction; (c) require the consent, approval, or authorization of any governmental or regulatory authority or other third party; or (d) require the provision of any payment or other consideration by RTC or any authorized user of the Services to any third party; (vii) Service Provider has and will obtain agreements with its employees and permitted subcontractors sufficient to allow it to provide RTC with the assignments and licenses provided herein; (viii) Service Provider will ensure that any permitted subcontractors comply with this Contract and shall be responsible for all actions of such subcontractors in connection with this Contract; (ix) the Services will not contain any code, programming instruction or set of instructions that may damage, disable, impair, or interfere with or otherwise adversely affect or provide unauthorized access to, or delete, destroy, or modify any computer programs, data files, or hardware; and (xi) Service Provider shall provide the Services in compliance with all applicable laws and regulations in RTC's operating jurisdiction. With respect to any unavailability or inaccessibility of the Services arising from any alleged breach of Section D-6(a)(v), other than breaches arising from Service Provider's grossly negligent or more culpable acts or omissions, Service Provider's sole liability and RTC's sole remedy for such alleged breach are the support services and other remedies set out in the SLA and in Section D-6(d) below, provided, however, if Service Provider cannot correct such non-conformity within 90 days of such notification then RTC may terminate this Contract in accordance with Section E-5(d) and receive a pro-rata refund. Any warranties given by the Service Provider shall be subject to RTC using the Services in compliance with this Contract and RTC Contractor Data provided by RTC Contractors being complete and accurate, and Service Provider shall not be liable under

this section for, or required to remedy, any problem arising from any defect or error wholly caused by any software, systems, services or other equipment used in connection with the Services that are provided by RTC or any Third Party. RTC acknowledges and agrees that it is RTC's responsibility to ensure the facilities and functions of the Services meet RTC's requirements (including RTC's legal and regulatory requirements).

- (b) EXCEPT AS EXPRESSLY SET FORTH IN THIS CONTRACT, SERVICE PROVIDER HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING ANY AND ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, CORRUPTION OF DATA, OR OTHERWISE ARISING FROM A COURSE OF DEALING, THAT THE SERVICES WILL BE COMPATIBLE WITH ANY PARTICULAR DEVICE THAT ANY DATA PROCESSED BY SERVICE PROVIDER WILL BE COMPLETE, CURRENT OR ACCURATE, SERVICE PROVIDER SPECIFICALLY DISCLAIMS ALL RESPONSIBILITY FOR ANY THIRD-PARTY COMPONENTS, PRODUCTS, OR SERVICES PROVIDED WITH THE SERVICES, IN EACH CASE LISTED AT [Causeway one.network](https://www.causewayone.com/network), THE LIMITATIONS, EXCLUSIONS AND DISCLAIMERS IN THIS SECTION APPLY TO THE FULLEST EXTENT PERMITTED BY LAW.
- (c) RTC warrants to the Service Provider that (i) RTC will not upload any RTC-Provided Data that RTC know or reasonably believe is inaccurate and/or contains errors (ii) to its knowledge, RTC and its Permitted Users have the right, power and authority (including the necessary consents and permissions) to grant to the Service Provider the rights in the RTC-Provided Data for processing in accordance with this Contract. If RTC or its Permitted Users do not have the right, power or authority (including the necessary consents and permissions) to grant to the Service Provider the rights in the RTC-Provided Data for processing in accordance with this Contract then the Service Provider may immediately cease the use and processing of the RTC Provided Data in accordance with this Contract and will not be liable to RTC or its Permitted End Users in relation to the provision of the Services and/or compliance with the terms of this Contract.
- (d) EXCEPT AS SET OUT IN SECTION D-6(C), RTC MAKES NO WARRANTIES, WHETHER EXPRESS OR IMPLIED, AND HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE UNDER OR IN CONNECTION WITH THIS CONTRACT OR ANY SUBJECT MATTER HEREOF.
- (e) Notwithstanding any other provision in this Contract or the SLA, if, at any time, the Service Provider becomes or is made aware that the Services or the Platform is unavailable, inaccurate, or otherwise not performing in accordance with applicable Specifications or this Contract, including if any RTC Data is inaccurate, misleading, is not current, or is otherwise improperly displayed, shall promptly correct all such defects after discovery.

D-7 INTELLECTUAL PROPERTY RIGHTS

- (a) As between RTC and Service Provider, Service Provider is and will remain the sole and exclusive owner of all right, title, and interest in and to the Services (including

modifications of the underlying software and algorithms), the Deliverables and Documentation, including all Intellectual Property Rights relating thereto. All Intellectual Property Rights in any modifications to the Services (including modifications of the underlying software and algorithms), whether made by or on behalf of the Service Provider independently of this Contract, pursuant to its terms or otherwise in the course of this Contract, shall belong to and remain the property of the Service Provider. Service Provider and its licensors reserve any and all rights (including Intellectual Property Rights) in and to the Services other than the limited license rights expressly granted in this Contract. Except for the rights and licenses expressly set forth in this Contract, nothing herein shall be construed as granting RTC or any third party any right, title, or interest in or to the Services and Documentation, whether by implication, estoppel, or otherwise.

- (b) Subject to payment by RTC of the charges, Service Provider hereby grants to RTC a non-exclusive, non-transferable, non-sublicensable (except as expressly stated in this Section) right during the Term for RTC and Permitted End Users (on RTC's behalf) to: (i) access and use the Services only for the purposes and only in the manner described in the relevant Services Specification for those Services, which if not otherwise stated will be use for the internal business purposes of the RTC only; and (ii) to make and use only such number of copies of the Documentation as is reasonably necessary for RTC's use of the Services in accordance with this Contract. RTC may sublicense the rights granted under this Agreement to Permitted End Users but will be responsible for such Permitted End User's compliance with subsection (h) below.
- (c) For the avoidance of doubt and without limitation, the licenses granted under Section D7(b) do not permit RTC to: (i) allow access to the Services by, or grant any sub-license to the Services to, any Third Party except as expressly agreed in an Order Form; and/or (ii) use itself or grant any sub-license to the object code or source code of the Services, which shall remain hosted by or on behalf of the Service Provider at all times.
- (d) Except to the extent permitted by this Contract, or otherwise prohibited from being restricted by applicable law, RTC shall not: (i) copy, reproduce, publish, distribute, combine, modify, create derivative works of sell, or resell or in any way commercially exploit (other than to promote and market the Services) any part of the Services; (ii) copy, frame or mirror any part of the Services for the benefit of any Third Party or access the Services to copy its features, functions, data or graphics to develop a competing service, or attempt to gain access to Third Party data contained within the Services; (iii) reverse engineer, decompile, translate, disassemble or attempt to discover any source code or underlying ideas or algorithms in the Services (or any part of it); (iv) intentionally use the Services in any manner which infringes any law or regulation (including any applicable export control laws or regulations); (v) post, link to or transmit through the Services, any material, which is unlawful, or that RTC knows or should reasonably know contains a virus or other hostile computer program; (vi) attempt to create a substitute or similar service through use of or access to the Services; (vii) remove or obscure any copyright, trademark notice, or restrictive legend; (viii) incorporate the Content as a core part of printed matter that is redistributed for a fee; (ix) use the Services in a manner that gives access to mass downloads or bulk feeds of any Content; or (x) use the Services outside the USA.

- (e) If RTC or any of its personnel including any Permitted End User, provides comments, suggestions, ideas, or other information or materials regarding the Services (“**Feedback**”) to the Service Provider, the Service Provider will be free to use, modify, and incorporate such Feedback to improve or enhance the Services or its other products and services without restriction and without any obligation to provide attribution or compensation to RTC.
- (f) The Service Provider provides the Services, including any related software, data, and technology, for ultimate government end use solely in accordance with the following: the government hereby agrees that the Services qualifies as “commercial” computer software. Government technical data and software rights related to the Services include only those rights customarily provided to the public as defined in this Contract. This customary commercial license is provided in accordance with FAR 12.211 (Technical Data) and FAR 12.212 (Software) and, for Department of Defense transactions, DFAR 252.227-7015 (Technical Data – Commercial Items) and DFAR 227.7202-3 (Rights in Commercial Computer Software or Computer Software Documentation). If a government agency has a need for rights not granted under these terms, it must negotiate with the Service Provider to determine if there are acceptable terms for granting those rights, and a mutually acceptable written addendum specifically granting those rights must be included in any applicable agreement.
- (g) If the Services incorporate Third Party Content, then RTC’s access and use of the Third Party Content is subject to the terms, conditions and guidelines provided by the relevant Third Party as further detailed in this Contract or as specified at <https://one.network/legal>.
- (h) RTC shall provide in its contracts with sublicensees that such sublicensees shall be bound to the RTC in the same manner, and to the same extent as the RTC is bound to the Service Provider under this Contract. RTC shall remain responsible for its obligations under this Contract and for the actions of its Permitted End Users.

D-8 LICENSES/REGISTRATIONS

During the entire performance period of this Contract, the Service Provider shall maintain all federal, state, and local licenses, certifications and registrations applicable to the work performed under this Contract, including maintaining an active applicable business license.

D-9 REVIEW COMMENTS – *Not Used*

D-10 DATA AVAILABLE

- (a) As between Service Provider and RTC, RTC has and retains exclusive ownership of all RTC Data. RTC hereby grants (and shall procure the grant of) a perpetual non-exclusive, irrevocable, worldwide, royalty-free, sub-licensable (to Service Provider’s subcontractors and third-party providers) license for Service Provider (and its subcontractors to use on Service Provider’s behalf) to use, reproduce, distribute, prepare derivative works of, display RTC-

Provided Data (i) in connection with the provision of the Services to RTC (ii) for Service Provider's own business purposes including to analyze, develop, test and operate the systems, products and services of Service Provider (ii) for Service Provider's own business purposes including to analyze, develop, test and operate the systems, products and services of Service Provider and Service Provider's Affiliates; (iii) as described in Section D-10(b); and (iv) to create aggregated and deidentified data derived from RTC-Provided Data or Permitted End Users' use of the Services ("*Usage Data*") for Service Provider's business purposes including for industry analysis, benchmarking, and analytics so long as such Usage Data does not include any Personal Information, , or any other information that can be used to identify RTC or any Permitted End User. Nothing in this Contract (including this section) shall be considered to place any limit on Service Provider's use of any RTC Data to the extent such data is also available to Service Provider from another source (including open data sources). In no event do the licenses and other permissions set forth in this Section D-10(a) or the acknowledgements in Section D-10(b) grant Service Provider any right, license, or other interest in or to Personal Information or any account administration information (e.g., names, usernames, passwords) except solely for the purpose of providing the Services for the benefit of RTC and Permitted End Users only.

- (b) RTC acknowledges and agrees that certain RTC Data that is uploaded to the Services will become publicly available and/or accessible (both via the Service Provider's Service or otherwise), and that such RTC Data may be used by other users of the Service Provider's Service for their internal business purposes and provided by the Service Provider to third parties including providers and users of satellite navigation systems, and public authorities (including road traffic authorities) for their own business purposes. For the avoidance of doubt, no Personal Information or account administration information will be made publicly available and/or accessible.
- (c) RTC agrees that all RTC-Provided Data will be complete and accurate as provided to Service Provider based on the information known at the time the RTC-Provided Data is provided to Service Provider. RTC will not be deemed to be in breach of this Contract if any RTC-Provided Data is not complete or accurate as provided to Service Provider; provided, however, that Service Provider's obligations or liability under this Agreement will be deemed to be reduced to the extent caused by any such incompleteness or inaccuracy.
- (d) Service Provider shall ensure that no Personal Data will be made publicly available and/or accessible.
- (e) Service Provider shall provide the following disclaimer to all Third Party and Public Users accessing the RTC-Provided Data:

The information on this map has been provided by third parties and accessed using a Geographic Information System (GIS). Due to on-going construction and development activity throughout Clark County and the City of Las Vegas, this information is for reference only and may be updated from time to time. The information is presented for the convenience of the general public. Clark County and the City of Las Vegas make no claims, no representations, and no warranties, express or implied, as to the validity (express or implied), the reliability or

accuracy of the map, including the implied validity of any uses of the map. Clark County and the City of Las Vegas correct errors in features on the map as they are identified. Any inquiries should be referred to the appropriate departments at Clark County or the City of Las Vegas.

- (f) Service Provider represents, warrants and covenants that its Processing of Personal Data does and will comply with all applicable privacy and data protection Laws, other applicable regulations and directives, and the terms of this Contract. Service Provider shall (a) implement and maintain a written information security program; (b) implement administrative, physical, and technical safeguards to protect Personal Data from unauthorized access, acquisition, or disclosure, destruction, alteration, accidental loss, misuse, or damage that are no less rigorous than accepted industry practices; (c) notify RTC of a Data Incident by sending an email to the individual identified in Section 13.2 as soon as practicable, but no later than 24 hours after Service Provider becomes aware of it, by email; (d) in the event of a Data Incident, coordinate with and provide reasonable assistance to RTC to investigate the Data Incident; (e) in the event of a Data Incident, at its own expense use best efforts to immediately contain and remedy any Data Incident and prevent any further Data Incident, including taking all action necessary to comply with applicable privacy Laws; (f) reimburse RTC for all out-of-pocket costs incurred by RTC in responding to, and mitigating damages caused by, any Data Incident, including all costs of notice or remediation; and (g) fully cooperate at its own expense with RTC in any litigation, investigation, or other action deemed necessary by RTC to protect its rights relating to the use, disclosure, protection, and maintenance of Personal Data.

D-11 MAINTENANCE AND SUPPORT; BACKUP AND DISASTER RECOVERY

- (a) Service Provider shall provide maintenance and support services (including, without limitation, (i) the initial set-up of the Services for use by RTC as further described in the Scope of Services; (ii) the provision of training for end users, whether on-site or online via availability of online training videos, testing or online support as further described in the Scope of Services; and (iii) maintenance, support, monitoring, and error correction services (collectively, “Support Services”) as further described in the Service Level Contract (“SLA”) attached to the Contract as **Exhibit D**.

D-12 LIQUIDATED DAMAGES – Not Used

D-13 FEDERAL CONDITIONS – Not Used

D-14 PRICE ADJUSTMENT REQUESTS – Not Used

D-15 SURVIVAL

- (a) In the event of any termination of this Contract, Service Provider shall (a) except as may be requested by RTC, cease use of and return to RTC within 30 days of termination any and all Confidential Information and RTC Data and (b) except as otherwise requested by RTC in writing, destroy and erase from all systems it directly or indirectly uses or controls all originals and copies of all documents, materials and other embodiments and expressions in any form or medium that contain, reflect, incorporate or are based on RTC’s Confidential Information or

RTC Data, in whole or in part and provide a written confirmation of destruction. The terms and conditions of this Contract regarding confidentiality, payment, warranties, liability and all others that by their sense and context are intended to survive the execution, delivery, performance, termination or expiration of this Contract survive and continue in effect.

- (b) Upon the expiry or termination of this Contract: (i) the provision of the Services and all rights granted to RTC to access, receive and use the Services shall cease; and (ii) RTC shall immediately delete or remove any Service Provider Intellectual Property from all computer equipment and electronic devices including storage devices in its possession and certify to Service Provider that it has done so.

D-16 ORDER OF PRECEDENCE

In the event of a conflict between the specific language set forth in Sections B through E of this Contract and any Attachment or Exhibit set forth in Section F, the specific language in Sections B through E shall prevail. Any exception to this order of precedence will be addressed through specific language elsewhere in Sections B through E.

In the event of a conflict between the Contract and or the Contract Documents the following order of preference shall prevail: (1) the Order Form; (2) this Contract; (3) the Exhibits hereto; and (4) any addenda thereto.

SECTION E – GENERAL PROVISIONS

E-1 DISPUTES

- (a) For each claim or dispute arising between the parties under this Contract, the parties shall attempt to resolve the matter through escalating levels of management. In the event the matter cannot be successfully resolved in this manner, the RTC is granted the right, regardless of which party is asserting the claim or dispute, to determine between arbitration or litigation as the forum in which the party desiring to proceed further shall file to resolve the claim or dispute. For any and all claims or disputes asserted by the Service Provider, the Service Provider shall notify the RTC of its intent to proceed further with the claim or dispute, and in response thereto, the RTC shall notify the Service Provider as to its selected forum for resolution. For any and all claims or disputes asserted by the RTC, the RTC shall notify the Service Provider in the notice of its intent to proceed with further resolution and in the same notice as to whether it has selected arbitration or litigation as the forum to resolve the claim or dispute. In the event arbitration is the designated forum, such arbitration shall be binding on the parties.
- (b) If arbitration is selected by the RTC as the forum for further resolution, the claim or dispute shall be filed with the Nevada Arbitration Association or the American Arbitration Association under its then current Commercial Arbitration Rules, Expedited Procedures, regardless of the amount of the claim or dispute.

- (c) The laws of the State of Nevada shall govern this Contract and the venue for purposes of such litigation or arbitration shall be in the RTC and the venue for purposes of any litigation or arbitration shall be in a competent jurisdiction in Clark County, Nevada. If litigation is required as a result of this Contract, the prevailing party will be entitled to its reasonable costs and attorney fees.
- (d) If during the term of this Contract, there are any changes or new laws, ordinances, statutes, rules or regulations not known or foreseeable at the time of signing this Contract which become effective and which affect the cost or time of performance of the Contract, the Service Provider shall immediately notify the RTC in writing and submit detailed documentation of such effect in terms of both time and cost of performing the Contract. The RTC shall review the cost impact of such changes, and make an equitable adjustment in compensation for an increase or decrease in time, labor, materials and fees. If any discrepancy or inconsistency shall be discovered between this Contract and any law, ordinance, regulation, order or decree, Service Provider shall immediately report the same in writing to RTC who will issue such instructions as may be necessary.

E-2 NOTICE OF DELAY

Should the timely performance of this Contract be jeopardized by the non-availability of RTC provided personnel, data, or equipment, the Service Provider immediately shall notify the RTC in writing of the facts and circumstances that are contributing to such delay and, such notice shall relieve the Service Provider from any existing obligations regarding performance or delivery.

Upon receipt of this notification, the RTC will advise the Service Provider in writing of the action which will be taken to remedy the situation.

E-3 SUSPENSION – *Not Used*

E-4 TERMINATION FOR CONVENIENCE – *Not Used*

E-5 TERMINATION FOR DEFAULT

- (a) Except as otherwise provided, settlement of claims by the Service Provider under this termination Section shall be in accordance to the provisions set forth in 48 C.F.R. Part 49, as amended from time to time.
- (b) Without prejudice to Service Provider's other express rights under this Contract, Service Provider may immediately terminate this Contract or suspend RTC's access to and/or Service Provider's provision of, the Services if: (i) RTC fails to pay any amount due under the Contract on the due date for payment and remains in default not less than 45 days after being notified in writing to make such payment; or (ii) RTC is in material breach of its obligations set out in this Contract and such breach has had (or is reasonably likely to have) a serious adverse impact on the security of Service Provider's IT systems or the security of Service Provider's other customers or their data. Service Provider shall notify RTC of a suspension pursuant to this section E-5(e) and the same shall continue until RTC has

remedied its breach. Such suspension shall not place Service Provider in breach of its obligations to provide the Services and shall not relieve RTC from paying the charges in accordance with the terms of this Contract. Service Provider shall use reasonable endeavors to provide RTC with such information Service Provider is aware of to expedite RTC's remedy of such breach. Service Provider shall promptly reinstate its provision of Services following the resolution of the applicable suspension event.

- (c) Either party to this Contract may terminate this Contract or any part hereof for cause in the event of a Default by the other party. "Default" is defined as any of the following: (i) either party's failure to comply with any of the material terms and conditions of this Contract; (ii) either party's failure to give the other, upon request, reasonable assurances of future performance; (iii) insolvency, bankruptcy, liquidation or dissolution of either party; or (iv) any other event which causes reasonable doubt as to a party's ability to render hereunder.
- (d) Either party shall, in the case of a termination for Default, allow the other party an appropriate period of time, in no event less than thirty (30) calendar days, in which to cure the defect, or, if a defect is not such that it can be cured within thirty (30) calendar days, then the defaulting party shall diligently commence to correct such defect within thirty (30) calendar days. In such case, the notice of termination will state the time period in which the cure is permitted and other appropriate conditions. If the defaulting party fails to remedy a breach or a default of the material terms, covenants, or conditions of this Contract within the applicable cure period after receipt of written notice from the non-defaulting party setting forth the nature of said breach or default, the non-defaulting party shall have the right to terminate the Contract in accordance with the terms hereof.
- (e) Notwithstanding any of the foregoing RTC reserves the right to terminate for Default immediately should the Service Provider fail to maintain the required levels of insurance, fail to comply with applicable local, state, and Federal statutes governing performance of these services, or fail to comply with statutes involving health or safety.
- (f) If RTC terminates this Contract pursuant to this Section E-5, following such termination:
 - (i) RTC shall only be required to pay to Service Provider any compensation earned by Service Provider for any Services satisfactorily performed by Service Provider prior to the date of such termination, and (ii) Service Provider shall repay to RTC, on a pro-rata basis, all fees, expenses and other amounts paid in advance for any Services that Service Provider has not performed as of the effective date of such expiration or termination, as applicable, with respect to Services required to be performed hereunder.

E-6 CANCELLATION OF CONTRACT

In any of the following cases, the RTC shall have the right to cancel this Contract without expense to the RTC:

- (a) the Service Provider is guilty of misrepresentation;
- (b) this Contract is obtained by fraud, collusion, conspiracy, or other unlawful means; or

- (c) this Contract conflicts with any statutory or constitutional provision of the State of Nevada or the United States. This Section shall not be construed to limit the RTC's right to terminate this Contract for convenience or Default.

E-7 TERMINATION ASSISTANCE – Not Used

E-8 INSURANCE

The Service Provider shall procure and maintain, at its own expense, during the entire term of the Contract, the coverage(s) specified in **Exhibit C**.

E-9 INDEMNITY

- (a) Service Provider agrees to indemnify, defend and forever save and hold harmless RTC, its Permitted End Users, each of their affiliates or related entities, and their respective principals, shareholders, members, partners, officers, directors, employees, representatives, tenants, licensees, agents, contractors, representatives, successors, assigns, and volunteers (sometimes collectively referred to herein as the "*RTC Indemnitees*" and individually as a "*RTC Indemnitee*"), from and against any and all third-party claims, proceedings, demands, actions, causes of action, suits, and demands, threatened or actual ("*Claims*") and any resulting damages, losses, costs, expenses (including attorneys, fees and costs), obligations, liens, and liabilities ("*Losses*"), which any one of the RTC Indemnitees may suffer or incur arising directly or indirectly out of or in connection with: (i) the performance of the Services or the failure of Service Provider to provide the Services in accordance with the terms of this Contract (including without limitation any Claim that any of the Services, or RTC's or any authorized user's use thereof in accordance with the Documentation and the terms hereof, actually does or threatens to infringe, misappropriate, or otherwise violate any Intellectual Property Right or other right of a third party) (an "*Infringement Claim*"); (ii) the breach of any of Service Provider's representations, warranties, covenants or obligations set forth in Sections D-6, D-7, D-8, D-11, and E; (iii) any negligence, recklessness or willful misconduct by Service Provider or anyone acting on behalf of Service Provider; (iv) any breach of the Section D-10 by Service Provider or its agents, subcontractors or employees; (v) Service Provider's violation of any of any RTC Contractor Terms, Public User Terms, Service Provider's privacy policies or notices, or other agreements, warranties, representations made to consumers or other third parties. Service Provider's obligation under this Section E-9(a) will be reduced to the extent the applicable Claim or Loss arises from Service Provider's breach of any obligation under this Contract for which RTC is expressly deemed to be solely responsible.
- (b) If the Services or any component or feature thereof is ruled to infringe or otherwise violate the rights of any third party by any court of competent jurisdiction, or if the use of any Services or any component thereof is threatened to be enjoined, or in either party's opinion, is likely to be enjoined or otherwise the subject of an Infringement Claim, Service Provider shall, at Service Provider's sole cost and expense, either: (i) procure for RTC the right to continue to access and use the Services to the full extent contemplated by this Contract and

the Specifications; or; (ii) modify or replace all components, features, and operations of the Services that actually, or are likely or alleged to, infringe or otherwise violate the rights of any third party ("*Allegedly Infringing Features*") to end and avoid such infringement or violation while providing equally or more suitable features and functionality, which modified and replacement services shall constitute Services and be subject to the terms and conditions of this Contract. If neither of the remedies set forth in this paragraph is reasonably available with respect to the Allegedly Infringing Features then Service Provider may direct RTC to cease any use of any materials that have been enjoined or finally adjudicated as infringing, provided that Service Provider shall refund to RTC any prepaid fees for Services that have not been provided. The remedies set forth in this Section are in addition to, and not in lieu of, all other remedies that may be available to RTC under this Contract or otherwise, including RTC's right to be indemnified pursuant to Section E-9(a). Notwithstanding anything herein to the contrary, Service Provider shall have no obligation to defend and shall not be liable for any Infringement Claim to the extent caused by (1) a modification to the Services made by RTC provided that the Infringement Claim could have been avoided by the use of the Services without such modification, unless RTC approved the modification; (2) use of the Services by RTC, including its Permitted End Users, in material breach of this Contract; or (3) use of the Services in combination with other products not provided by or through Service Provider, except that Service Provider's defense, indemnity, and other obligations under Section E-9(a) shall apply to any Infringement Claim related to the combination of the Services with any products not provided by or through Service Provider where Service Provider recommended or approved them in writing as a combination.

- (c) RTC shall promptly notify Service Provider in writing of any Claim or Losses for which it seeks indemnification pursuant to this Section E-9 and cooperate with Service Provider at Service Provider's sole cost and expense. Service Provider shall immediately take control of the defense and investigation of such Claim or Losses and shall employ counsel reasonably acceptable to RTC to handle and defend the same, at Service Provider's sole cost and expense. Service Provider shall not settle any Claim on any terms or in any manner that adversely affects the rights of any RTC Indemnitee without RTC's prior written consent. Any RTC Indemnitee may observe and is entitled to information as to the status of any proceedings in which they are the Indemnitee. Should the indemnification pursuant to this Section fail to adequately protect the RTC's interests, RTC may, at its sole discretion, participate in the proceedings at its own cost and expense with counsel of its own choice. RTC's failure to perform any obligations under this Section will not relieve Service Provider of its obligations under this Section except to the extent that Service Provider can demonstrate that it has been prejudiced as a result of such failure.

E-10 LIMITATION OF LIABILITY

- (a) EXCEPT AS OTHERWISE PROVIDED IN SUBSECTION (c) BELOW, IN NO EVENT WILL EITHER PARTY BE LIABLE UNDER THIS CONTRACT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL,

ENHANCED, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGE WAS FORESEEABLE AND WHETHER EITHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

- (b) EXCEPT AS OTHERWISE PROVIDED IN SUBSECTION (c) BELOW, IN NO EVENT SHALL EITHER PARTY'S LIABILITY UNDER THIS CONTRACT, WHETHER ARISING UNDER OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR ANY OTHER LEGAL OR EQUITABLE THEORY, EXCEED THE TOTAL AMOUNTS PAID TO SERVICE PROVIDER UNDER THIS CONTRACT IN THE 12-MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM.
- (c) The exclusions and limitations set forth above shall not apply to losses, damages, or amounts owed: (i) arising out of or relating to a party's failure to comply with its obligations under Section D-10, or Section E-33, (ii) in connection with each party's indemnification obligations under this Contract; (iii) arising out of or relating to Service Provider's unauthorized suspension, termination, or disabling of the Services in breach of this Contract; (iv) arising out of or relating to a party's gross negligence or more culpable conduct, including any willful misconduct or intentional wrongful acts; or (v) for death, bodily injury, or damage to real or tangible personal property arising out of or relating to a party's negligent or more culpable acts or omissions. Service Provider's obligations to indemnify RTC will not be subject to the limitations on liability above for matters arising from an Infringement Claim which will be capped at the insurance policy amounts in Exhibit C. For all indemnification obligations that do not arise from an Infringement Claim, the Service Provider's indemnification obligations will be capped at the total amounts paid to Service Provider under this contract in the 12-month period preceding the event giving rise to the claim. The Service Provider shall not be liable for any loss or damage arising from or in connection with the inaccuracy or incompleteness of RTC Contractor Data

E-11 SUCCESSORS AND ASSIGNS

The RTC and the Service Provider, respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party to this Contract and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Contract. Neither party may assign their rights nor delegate their duties under this Contract without the written consent of the other party nor shall the Service Provider assign any money due or to become due without the prior written consent of the RTC, except to a financial institution authorized to do business in the state of Nevada. Such consent shall not be withheld unreasonably. Any assignment or delegation shall not relieve any party of its obligations under this Contract.

E-12 WAIVER

Waiver of any of the terms of this Contract shall not be valid unless it is in writing signed by each party. The failure of the either party to enforce any of the provisions of this Contract, or to require

performance of any of the provisions herein, shall not in any way be construed as a waiver of such provisions or to affect the validity of any part of this Contract, or to affect the right of the such party to thereafter enforce each and every provision of this Contract. Waiver of any breach of this Contract shall not be held to be a waiver of any other or subsequent breach of this Contract.

E-13 TAXES

The RTC is exempt from paying Sales and Use Taxes under the provisions of Nevada Revised Statutes 372.325(4), and Federal Excise Tax, under Registry Number 90-0036752. The Service Provider shall pay all taxes, levies, duties and assessments of every nature and kind, which may be applicable to any work under this Contract. The Service Provider shall make any and all payroll deductions required by law. The Service Provider agrees to indemnify and hold the RTC harmless from any liability on account of any and all such taxes, levies, duties, assessments and deductions.

E-14 COMPLIANCE WITH LAWS

- (a) The Service Provider in the performance of the obligations of this Contract shall comply with all applicable laws, rules and regulations of all Federal State and local governmental authorities having jurisdiction over the performance of this Contract including, but not limited to, the Federal Occupational Health and Safety Act, Americans with Disabilities Act, and all state and federal laws prohibiting and/or relating to protection of privacy or personal information, discrimination by reason of race, sex, age, religion or national origin.
- (b) If during the term of this Contract, there are any changes or new laws, ordinances, statutes, rules or regulations not known or foreseeable at the time of signing this Contract which become effective and which affect the cost or time of performance of the Contract, the Service Provider shall immediately notify the RTC in writing and submit detailed documentation of such effect in terms of both time and cost of performing the Contract. The RTC shall review the cost impact of such changes, and make an equitable adjustment in compensation for an increase in time, labor, materials and fees, according to the procedures in Section E-24, (Modification/Amendment).
- (c) If any discrepancy or inconsistency shall be discovered between this Contract and any law, ordinance, regulation, order or decree, Service Provider shall immediately report the same in writing to the RTC who will issue such instructions as may be necessary.

E-15 AUDIT OF RECORDS

- (a) The Service Provider agrees to maintain financial records pertaining to all matters relative to this Contract in accordance with standard accounting principles and procedures and to retain all records and supporting documentation applicable to this Contract for a period of three years after completion of this contract and any subsequent extensions thereof. All records subject to audit findings shall be retained for three years after such findings have been resolved. In the event the Service Provider goes out of existence, the Service Provider shall turn over to the RTC all of its records relating to this Contract to be retained by the RTC for the required period of time.

- (b) The Service Provider agrees to permit the RTC or the RTC's designated representative(s) to inspect and audit its records and books relative to this Contract at any time during normal business hours and under reasonable circumstances and to copy and/or transcribe any information that the RTC desires concerning Service Provider's operation hereunder. The Service Provider further understands and agrees that said inspection and audit would be exercised upon written notice. If the Service Provider or its records and books are not located within Clark County, Nevada, and in the event of an inspection and audit, Service Provider agrees to deliver the records and books or have the records and books delivered to the RTC or the RTC's designated representative(s) at an address within Clark County, Nevada as designated by the RTC.
- (c) RTC shall promptly notify the Service Provider of any unauthorized use of, or access to, the Services of which it becomes aware, and Service Provider reserves the right to monitor usage of the Services by RTC and all Permitted End Users during the term of this Contract.

E-16 INDEPENDENT CONTRACTOR

- (a) In the performance of Services under this Contract, the Service Provider, any other person employed by it, and any of its subcontractors or Service Providers shall be deemed to be an independent contractor and not an agent or employee of the RTC and they shall not be entitled to, nor will the RTC provide any of the benefits or rights afforded employees of RTC, including, but not limited to, sick leave, vacation leave, holiday pay, Public Employees Retirement System benefits, or health, life, dental, long-term disability or workers' compensation insurance benefits. The Service Provider shall be liable for the actions of any person, organization or corporations with which it subcontracts to fulfill this Contract. The RTC shall hold the Service Provider as the sole responsible party for the performance of this Contract. The Service Provider shall maintain complete control over its employees and all of its subcontractors. Nothing contained in this contract or any subcontract awarded by the Service Provider shall create a partnership, joint venture or agency with the RTC. Neither party shall have the right to obligate or bind the other party in any manner to any third party. Service Provider shall be solely responsible for, and shall indemnify, defend and hold RTC harmless from all matters relating to the payment of its employees, including compliance with social security, withholding and all other wages, salaries, benefits, taxes, demands, and regulations of any nature whatsoever. Service Provider has or will retain such employees as it may need to perform the services required by this Contract. Such employees shall not be employed by the RTC.
- (b) RTC shall not, for the duration of this Contract and for a period of six months following termination, directly or indirectly induce or attempt to induce any of Service Provider's employees or other personnel who has been engaged in the provision, receipt, review or management of the Services or otherwise in connection with this Contract to leave their employment or engagement. Nothing in this Section is intended or shall be construed to prevent either party from (i) hiring employees of the other party who have not been directly or indirectly solicited, (ii) soliciting or hiring any employees of the other party in the event of the other party's insolvency, bankruptcy, receivership, or a cessation of business by either party,

(iii) conducting any general solicitation not specifically targeted at any such employee, and, for the avoidance of doubt, the hiring by a party of any employee who responds to such general advertising or (iv) soliciting for employment or hiring any employee of the other party who was terminated by such party.

E-17 SUBCONSULTANTS/SUBCONTRACTORS

The Service Provider shall submit, for review and documentation purposes, a list of any and all subconsultants/subcontractors. The Service Provider shall be liable for the actions of any person, organization or corporations with which it subcontracts to fulfill this Contract. The Service Provider shall furnish at the RTC's request, a copy of the Service Provider's contract(s) with its subconsultants/subcontractors. The professional obligations of such persons shall be undertaken and performed in the interest of the RTC. All subcontracts will incorporate in full all appropriate conditions and terms as set forth in this Contract. The Service Provider will not enter into any subcontracts with any subconsultants/subcontractors not named in or pursuant to this Contract in writing, except with the prior written approval of the RTC's PM. Any approval of a subcontract by the RTC shall not be construed as making the RTC a party to such subcontract, giving the subconsultants/subcontractors privity of contract with the RTC, or subjecting the RTC to liability of any kind to any subconsultants/subcontractors.

E-18 FLOWDOWN

Service Provider shall provide that its contracts with subcontractor(s) shall be bound to the Service Provider in the same manner, and to the same extent, as the Service Provider is bound to the RTC under this Contract.

E-19 UNAUTHORIZED ALIENS

In accordance with the Immigration Reform and Control Act of 1986, the Service Provider agrees that it will not employ unauthorized aliens in the performance of this Contract.

E-20 DISCRIMINATION

Service Provider acknowledges that the RTC has an obligation to ensure that public funds are not used to subsidize private discrimination. Service Provider recognizes that if they or their subcontractors are found guilty by an appropriate authority of refusing to hire or do business with an individual or Service Provider due to reasons of race, color, gender, ethnicity, disability, national origin, age, or any other protected status, the RTC may declare the Service Provider in breach of the Contract, terminate the Contract, and designate the Service Provider as non-responsible.

E-21 FORCE MAJEURE

The Service Provider shall not be liable for any excess costs if the failure to perform the Contract arises from circumstances beyond the control and without the fault or negligence of the Service Provider. These circumstances are limited to such causes as (1) acts of God or of the public enemy,

(2) acts of governmental bodies, (3) fires, (4) floods, (5) epidemics, (6) civil disturbances, or (7) unusually severe weather; but does not include labor related incidents, such as strikes or work stoppages. The time of performance of the Service Provider's obligations under this Contract shall be extended by such period of enforced delay; provided, however, that such reasonably extended time period shall not exceed 60 days. If the foregoing circumstances result in a delay greater than 60 calendar days, the RTC may terminate the affected portion of the Contract by giving the Service Provider at least 30 days written notice.

E-22 MATERIALS, INFORMATION AND DOCUMENTS – *Not Used*

E-23 QUALITY OF SERVICES

- (a) The Service Provider shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all Services furnished by the Service Provider, its subcontractors and its principals, officers, employees and agents under this Contract. In performing the specified Services, Service Provider shall follow practices consistent with generally accepted professional and technical standards.
- (b) It shall be the duty of the Service Provider to assure that all products of its effort are in conformance with all pertinent Federal, State and Local statutes, codes, ordinances, resolutions and other regulations.
- (c) Service Provider will not produce a work product or any Service Data which, to its knowledge, violates or infringes on any copyright or patent rights.

E-24 ASSUMPTION OF RISK

Any Services performed by the Service Provider under this Contract which require prior review and approval by the RTC shall be at the sole risk and expense of the Service Provider if such prior review and approval by the RTC is not obtained.

E-25 RIGHT TO ADEQUATE ASSURANCE OF PERFORMANCE

When reasonable grounds for insecurity arise with respect to the performance of either party, the other may in writing demand adequate assurance of due performance and until it receives such assurance may, if commercially reasonable, suspend any performance for which it has not already received the agreed return. Acceptance of any improper delivery or payment does not prejudice the aggrieved party's right to demand adequate assurance of proper performance. After receipt of a justified demand, failure to provide within a reasonable time not exceeding thirty calendar days, such assurance of due performance as is adequate under the circumstances of the particular case is a repudiation of the Contract.

E-26 SEVERABILITY

The invalidity, illegality, or unenforceability of any provision of this Contract or the occurrence of any event rendering any portion or provision of this Contract void shall in no way affect the validity

or enforceability of any other portion or provision of this Contract. Any void provision shall be deemed severed from this Contract, and the balance of this Contract shall be construed and enforced as if this Contract did not contain the particular portion or provision held to be void. The parties further agree to amend this Contract to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this clause shall not prevent this entire Contract from being void should a provision which is of the essence of this Contract be determined void.

E-27 CONFORMING SERVICES

The Services performed under this Contract shall conform in all material respects with the requirements set forth in this Contract. The Service Provider shall furnish the RTC with reasonably sufficient data and information needed to determine if the Services performed conform to all the requirements of this Contract.

E-28 MODIFICATION/AMENDMENT

- (a) Notwithstanding any provision herein to the contrary, subject to sub-section (c) below and pursuant to NRS 104.2306, the RTC reserves the right to request modification via a written change order at any time to the (1) scope, complexity, character, frequency of the Services to be performed; (2) conditions under which the work is required to be performed; such as a change in standards or a change in available base data which would require additional work; (3) duration of work if the time period for completion of Services warrants such an adjustment; or (4) estimated quantities or the timing of the Service Provider's obligations under this Contract, in whatever manner the RTC determines, in good faith, to be reasonably necessary and to be in the best interests of the public. This Contract shall not be modified or amended except by the express written agreement of the parties, signed by a duly authorized representative for each party. No services for which an additional compensation will be charged by the Service Provider shall be furnished without the written authorization of the RTC. Any other attempt to modify or amend this Contract shall be null and void and may not be relied upon by either party.
- (b) Oral change orders will not be permitted. The Service Provider shall be liable for all costs resulting from, and/or for satisfactorily correcting, any specification change not properly ordered by written modification to the contract and signed by the RTC.
- (c) Within seven business days after receipt of the written change order to modify the contract, the Service Provider shall submit to the RTC a detailed price and schedule proposal for the work to be performed or goods provided.

E-29 ENTIRE CONTRACT

This Contract represents the entire and integrated Contract between the RTC and the Service Provider. It supersedes all prior and contemporaneous communications, representations, and agreements, whether oral or written, relating to the subject matter of this Contract.

E-30 SECTION AND PARAGRAPH HEADINGS

The section and paragraph headings appearing in this Contract are inserted for the purpose of convenience and ready reference. They do not purport to define, limit or extend the scope or intent of the language of the sections and paragraphs to which they pertain. For all purposes of this Contract, except as otherwise expressly provided or unless the context otherwise requires: (a) terms used in the plural include the singular and vice versa; (b) any reference to an "Exhibit" or a "Section" refers to an Exhibit, or a Section, as the case may be, of this Contract; (c) the Exhibits hereto form part of this Contract; (d) all references to this Contract and the words "herein", "hereof", "hereto" and "hereunder" and other words of similar import refer to this Contract as a whole and not to any particular Exhibit, Section, or other subdivision; (e) the words "including," "included" and "includes" mean inclusion without limitation; (f) the word "or" is not exclusive and shall have the meaning commonly ascribed to the term "and/or"; and (g) this Contract has been jointly negotiated by the parties hereto and their respective legal counsel, and any legal or equitable principles that might require or permit the construction of this Contract or any provision hereof against the party drafting this Contract shall not apply in any construction or interpretation of this Contract.

E-31 CONFLICT OF INTEREST

- (a) An official of the RTC, who is authorized in such capacity and on behalf of the RTC to negotiate, make, accept or approve, or take part in negotiating, making, accepting, or approving this Contract, payments under this Contract, or work under this Contract, shall not be directly or indirectly interested personally in this Contract or in any part hereof. No officer, employee, architect, attorney, engineer or inspector of, or for the RTC, who is authorized in such capacity and on behalf of the RTC to exercise any legislative, executive, supervisory or other similar functions in connection with this Contract, shall become directly or indirectly interested personally in this Contract or in any part hereof, any material supply contract, subcontract, insurance contract, or any other contract pertaining to this Contract.
- (b) Each party represents that it is unaware of any financial or economic interest of any public officer or employee of the RTC relating to this Contract. Notwithstanding any other provision of this Contract, if such interest becomes known, the RTC may immediately terminate this Contract for Default or convenience, based on the culpability of the parties.
- (c) The Service Provider warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide permanent employees. For breach or violation of this warranty, the RTC shall have the right to annul this Contract without liability or in its discretion to deduct from the Contract price or consideration or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.
- (d) In the event this Contract is terminated as provided for in this Section, the RTC shall be entitled:
 - 1. To pursue the same remedies against the Service Provider as it could pursue in the

event of a breach of this Contract by the Service Provider; and

2. As a penalty, in addition to any other damages to which the RTC may be entitled by law, to exemplary damages in an amount as determined by the RTC which shall not be less than three nor more than ten times the costs incurred by the Service Provider in providing any such gratuities to any such officer or employee.
3. The rights and remedies of the RTC provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under any other provision of this Contract.

E-32 PUBLIC RECORDS

The RTC is a commission as defined by state law. As such, it is subject to the Nevada Public Records Law (Chapter 239 of the Nevada Revised Statutes). All of the RTC's records are public records, which are subject to inspection and copying by any person (unless declared by law to be confidential). This Contract, all supporting documents, and proposals submitted under the original Request for Proposal (if applicable) are deemed to be public records.

E-33 CONFIDENTIALITY

- (a) In connection with this Contract, RTC and its officers, directors, shareholders, owners, employees, representatives, agents, contractors, or volunteers ("*Representatives*") may disclose or make available Confidential Information to the Service Provider and its Representatives. Subject to subsection(b) below, "*RTC Confidential Information*" means information in any form or medium (whether oral, written, electronic, or other) that the RTC considers confidential or proprietary, including information consisting of or relating to the RTC's technology, trade secrets, know-how, business operations, plans, strategies, customers, and pricing, and information with respect to which the RTC has contractual or other confidentiality obligations, in each case whether or not marked, designated, or otherwise identified as "confidential". Without limiting the foregoing and subject to the terms of this Contract, all RTC Data (including all Personal Data) is and will remain the RTC Confidential Information of RTC.
- (b) In connection with this Contract, Service Provider and its Representatives may disclose or make available Service Provider Confidential Information to RTC and its Representatives. Subject to subsection (c) below, "*Service Provider Confidential Information*" means all Intellectual Property Rights in the Services and/or Documentation (subject to the Nevada Public Records Act) and any confidential or proprietary information of Service Provider in any form or medium (whether oral, written, electronic, or other), relating to Service Provider's technology, trade secrets, know-how, business operations, plans, strategies, customers, and pricing, and which is marked, designated, or otherwise identified in writing as "confidential".
- (c) Confidential Information does not include information that the other party can demonstrate by written or other documentary records: (i) was rightfully known to such party without restriction on use or disclosure prior to such information's being disclosed or made available to such party in connection with this Contract; (ii) was or becomes generally known by the public other than

by the such party's or any of its Representatives' noncompliance with this Contract; (iii) was or is received by such party on a non-confidential basis from a third party that was not or is not, at the time of such receipt, under any obligation to maintain its confidentiality; or (iv) such party can demonstrate by written or other documentary records was or is independently developed by the Service Provider without reference to or use of any Confidential Information. Notwithstanding the foregoing, the RTC Data and Personal Data shall deemed Confidential Information and not subject to any exclusions.

"Confidential Information" means any RTC Confidential Information or Service Provider Confidential Information.

- (d) As a condition to being provided with any disclosure of or access to Confidential Information of the other party, each party shall during the Term and for a period of three (3) years: (i) not access or use, or permit the access or use of, Confidential Information of the other party other than as necessary to exercise its rights or perform its obligations under and in accordance with this Contract; (ii) not use or permit the use of any Confidential Information of the other party, directly or indirectly, in any manner to the detriment of the RTC or to obtain any competitive advantage over the RTC; (iii) except as may be permitted by and subject to its compliance with this Section, not disclose or permit access to Confidential Information of the other party other than to its Representatives who: (A) need to know such Confidential Information for purposes of such party's exercise of its rights or performance of its obligations under and in accordance with this Contract; (B) have been informed of the confidential nature of the Confidential Information and such party's obligations under this section; and (C) are bound by confidentiality and restricted use obligations at least as protective of the Confidential Information as the terms set forth in this section; (iv) safeguard the Confidential Information of the other party from unauthorized use, access, or disclosure using at least the degree of care it uses to protect its similarly sensitive information and in no event less than a reasonable degree of care; (v) ensure its Representatives' compliance with, and be responsible and liable for any of its Representatives' noncompliance with, the terms of this Section; and (vi) notify the other party in writing promptly within 10 business days of any unauthorized disclosure or use of the other party's Confidential Information and cooperate with the other party to protect the confidentiality and ownership of all Intellectual Property Rights, privacy rights, and other rights therein.
- (e) If the either party or any of its Representatives are compelled by applicable Law to disclose any Confidential Information of the other party, then, to the extent permitted by applicable law, such party shall: (i) promptly, and prior to such disclosure, notify the other party in writing of such requirement so that the other party can seek a protective order or other remedy; and (ii) provide reasonable assistance to the other party, at the other party's sole cost and expense, in opposing such disclosure or seeking a protective order or other limitations on disclosure. If, after providing the notice and assistance required under this section, such party remains required by law to disclose any Confidential Information of the other party, such party shall disclose only that portion of the Confidential Information that such party is legally required to disclose and, upon the other party's request, shall use commercially reasonable efforts to obtain assurances from the applicable court or other presiding authority that such Confidential Information will be afforded confidential treatment. No such compelled disclosure by either

party will otherwise affect such party's obligations hereunder with respect to the Confidential Information so disclosed. For the avoidance of doubt, nothing herein shall restrict RTC from making any disclosure of Service Provider Confidential Information required under applicable law.

- (f) Upon either party's written request at any time and subject to any contrary obligations under applicable law, each party shall at the other party's direction promptly return or destroy and erase from all systems it directly or indirectly uses or controls (i) all originals and copies of all documents, materials, and other embodiments and expressions in any form or medium that contain, reflect, incorporate, or are based on the other party's Confidential Information, in whole or in part; or (ii) solely such specific data, databases, or other collections or articles of Confidential Information as the other party may request. Each party may retain copies of Confidential Information that are stored on its IT backup and disaster recovery systems if personnel whose functions are not primarily information technology in nature do not have access to such retained copies and may retain one copy of the Confidential Information pursuant to established document retention policies or to the extent required to comply with applicable laws. Each party shall continue to be bound by the terms and conditions of this agreement with respect to such retained Confidential Information.

E-34 MARKETING RESTRICTIONS

The Service Provider may not publish or sell any information from or about this Contract without the prior written consent of the RTC. This restriction does not apply to the use of the RTC's name in a general list of customers, so long as the list does not represent an express or implied endorsement of the Service Provider or its services.

E-35 LACK OF FUNDS

The entering into of the Contract by the RTC is subject to its receipt of local and federal funds adequate to carry out the provisions of the Contract in full.

E-36 CHANGES-FIXED PRICE SERVICES – *Not Used*

SECTION F – LIST OF ATTACHMENTS/EXHIBITS

The following attachments are hereby incorporated into this Contract:

<u>Identifier</u>	<u>Title/Text Reference</u>
Exhibit A	Scope of Services
Exhibit B	Fee Schedule
Exhibit C	Insurance Requirements
Exhibit D	SLA
Exhibit E	One.Network Order Form

[SIGNATORY PAGE FOLLOWS]

IN WITNESS WHEREOF, the individuals who have affixed their signatures below certify and attest each is empowered to execute this Contract and act on behalf of and bind the party in whose name this Contract is executed the day and year first written above.

ONE NETWORK USA INC.

REGIONAL TRANSPORTATION COMMISSION
OF SOUTHERN NEVADA

By: _____ By: _____
HYWEL EVANS
General Counsel
RTC Chair

APPROVED AS TO FORM:

ATTEST:

By: _____ By: _____
RTC Legal Counsel
MARIN DUBOIS
Government Affairs Supervisor

EXHIBIT A – SCOPE OF SERVICES

REAL-TIME WORK ZONE COORDINATION AND NOTIFICATION

I. General Information

A. Background

Southern Nevada is home to more than 2.2 million residents with approximately 40 million visitors a year. The local economy has surged with the increase of large-scale events such as Formula 1 and Super Bowl, increased attendance in local professional sports teams, as well as world-class entertainment being added to Las Vegas. In response to our continued growth, Clark County and the City of Las Vegas are constructing numerous capital improvement projects throughout the valley to enhance our transportation infrastructure. However, the rapid growth in population, increased number of major entertainment and sporting events, and extensive construction activity have significantly impacted the transportation system and services. The RTC is working with the local public agencies to explore real-time technology solutions to view and manage the hundreds of active work zones underway at any given time into a single platform to better manage traffic and transit operations and communicate detours with the public.

The Regional Transportation Commission of Southern Nevada (RTC), in collaboration with Clark County and the City of Las Vegas, is embarking on a transformative initiative to improve the management of work zone data and provide visibility into the location and duration of real-time construction work zones. Focus will be on major roadways with rights of way of 80 feet or greater, which constitute the majority of RTC's transit routes and signalized intersections. The RTC intends to engage in a pilot project with the solution provider, one.network. This project looks to increase agency efficiency for management of work zones and visibility into work zone locations via the one.network platform and map.

B. Project Description

The primary goal is to develop a visual single-source repository for roadway work zones in order to improve operational efficiency and travel time reliability by providing a reliable source of information for agency personnel and the motoring public. It is also intended for this platform to be available to contractors for them to input real-time information, integrate use of the one.network application into their submittal process, and work zone management.

C. Project Software-as-a-service (SaaS) Options

One.network provides two main SaaS options that meet services needed for Real-Time Work Zone Coordination and Notification services:

- Live Link Module: Contractors utilize a cell phone application to provide real-time updates on lane closures and reopening. All data entered populates a public-facing map, pushing information to popular navigation apps such as Google Maps, Apple Maps, Waze, TomTom, and others.
- Traffic Management Module: By importing permitting data users can digitally create traffic control plans for viewing across the organization via the one.network map. The enhanced traffic management module also serves as a permitting repository, allowing web-based access to

approved plans.

II. Scope of Work

The Service Provider, one.network, is responsible for providing the system and services detailed in the ‘one.network Proposal’ provided in Exhibit A of this contract and carrying out the following tasks:

1. PROJECT MANAGEMENT AND COORDINATION

The Service Provider shall designate a dedicated Service Provider Representative. The Service Provider Representative shall be committed to this project to fulfill the responsibilities described in this Scope of Work. The Service Provider Representative’s responsibilities shall include, but not be limited to, the following:

- Coordinate the work of this contract with other concurrent work as necessary.
- Maintain regular communication with RTC and project stakeholders.
- Maintain an adequate staff of qualified support personnel to perform the work necessary to complete the project.
- Maintain contract administration, including monitoring project status and budget.

1.a BI-WEEKLY PROGRESS MEETINGS

The Service Provider shall arrange and attend bi-weekly project meetings/video conferences with RTC and local agency stakeholders to discuss project status, schedule, forecasted work, data integration, training schedule, any potential issues, etc. for the duration of the Contract or until determined otherwise by the RTC Project Manager.

Deliverables:

- Meeting agendas, facilitation guides, and notes
- Project schedule
- Progress Reports
 - Training progress reports
 - Data integration
 - Measurable performance improvement tracking

1.b PROJECT SCHEDULE

The one.network pilot will commence in June of 2024 and remain in effect for 12 months. The Service Provider shall develop and maintain a project schedule for the duration of this pilot.

- The Service Provider shall update the Project Schedule biweekly to reflect actual progress unless RTC approves a lesser frequency.
- The Service Provider shall participate in two (2) Service Assessments Reviews.
 - The first assessment will be conducted in December 2024
 - The second assessment will be conducted in March 2025.

- The Service Provider will provide an End-of-Project Summary Report & Case Study to RTC by May 2025.

Exhibit C outlines the Milestones and Project Schedule.

2. PROJECT PHASES

PHASE 1: PRE-DEPLOYMENT ASSESSMENT OF ONE.NETWORK

The Service Provider shall provide specifications for the one.network deployment of Live Link and Map/Traffic Management modules. The Service Provider will conduct a project kickoff meeting to bring together key stakeholders to review the project scope and methodology and gain project consensus from the participating stakeholders on the expected deliverables for this pilot.

2.1.a The Service Provider will be responsible for:

- Creating and testing application programming interface (API) integration of work zone data from Clark County, the City of Las Vegas, and the RTC.
- Developing and gaining approval from RTC on the
 - Deployment Plans
 - Training Plans
 - Reporting Requirements
- Deploy a Communication Plan and project guidelines, including communication processes, escalation procedures, status-reporting templates, issue/risk management logs, etc.

2.1.b Clark County and the City of Las Vegas will be responsible for:

- Assigning an agency project coordinator/manager, and serve as a project stakeholder
- Providing one.network access to their respective agency's work zone permitting data through an API.
- Providing Subject Matter Experts (SMEs) to participate in reviewing, approving, and evaluating the services provided by one.network
 - SME staff will help develop the performance metrics used to evaluate the two Assessment Reviews of one.network
- Providing one.network a user matrix to identify agency users and the desired permissions.
- Providing notifications to all contractors of the draft work zone specification requirement so they can be trained to use one.network applications
- Providing one.network the contact information of contractors that will receive training from one.network

2.1.c RTC will be responsible for :

- Assigning a Project Manager
- Leading the project stakeholder group
- Reviewing and approving the implementation plan

- Providing one.network a user matrix to identify RTC agency users and the desired permissions.

Phase 2: TRAINING ENVIRONMENT AND API CONFIGURATION

The Service Provider will create the specified training materials, deploy a web-based sandbox training dashboard, and create user accounts and configurations. The Service Provider will configure and test all API and WZDx feeds they are providing for the preparation of training and the launch of the one.network platform, including the map.

2.2.a The Service Provider will be responsible for:

- Releasing of training materials
- Providing a sandbox-testing dashboard for training and product testing
- Providing data integration from 3rd party agencies (i.e. Clark County, City of Las Vegas, and RTC)
- Providing API and Work Zone Data Exchange (WZDx) feeds
- Providing API and Work Zone Data feed in datex
- Providing a platform internal health check service that will advise users when the website is down.

2.2.b Clark County and the City of Las Vegas will be responsible for:

- Providing one.network a user matrix to identify users and the desired permissions.
- Confirming API integration is successful
 - Confirming WZDx is successful
 - Confirming datex is successful
- Confirming staff is scheduled for training per the developed training schedule.
- Confirming contractors have received notice of work zone specification changes and have the training timeline requirements.

2.2.c RTC will be responsible for:

- Confirming data from Clark County and City of Las Vegas has been successfully integrated into the one.network platform and showing the intended data
- Confirming one.network is publishing data to the WZDx
- Ensuring RTC staff is scheduled for training and complete user acceptance testing

Phase 3: TRAINING OF STAFF AND PLATFORM GO-LIVE DEPLOYMENT

The Service Provider will provide training and testing for RTC, Clark County, City of Las Vegas staff, other agency-designated personnel, consultants, and contractors. At the successful completion of each training group, the Service Provider will provide each agency and contractor staff member access to live access on the one.network platform via the Traffic Management module and/or Live Link Module.

Deliverables

2.3.a The Service Provider will be responsible for:

- Tracking training progress on a biweekly basis.
- Reaching no less than 95% completion of training per each training wave as indicated in Exhibit C Schedule.
- If necessary, holding additional training sessions/workshops to address any common feedback and observed user errors.
- Maintaining post-production issue list in a Google Document or similar shared access tool.
- Providing bi-weekly project meetings/video conferences with RTC and local agency stakeholders unless approved by RTC to conduct them at a lesser frequency.
- Tracking of all comments and requests received throughout the pilot in a matrix or document for signoff and approval by RTC.
- Assist the local agencies in attaining the data and information needed to conduct their Service Assessment Reviews.

2.3.b Clark County and the City of Las Vegas will be responsible for:

- Facilitating the scheduling of department staff to meet the one.network training timelines identified in Exhibit C
- Requiring team members that will be using and involved with one.network to attend the first training wave to achieve at least 95% attendance rate at that first training session
- Tracking project deployment and communicating progress and feedback with one.network and RTC
- Providing RTC comments for each of the two (2) Service Assessment Reviews covering the performance metrics results.

2.3.c RTC will be responsible for:

- Requiring team members that will be using and involved with one.network to attend the first training wave to achieve at least 95% attendance rate at that first training session
- Facilitating conflict resolution if service improvements conflict between the participating agencies.
- Consolidating the agency assessment reports for each of the two (2) Service Assessment Reviews.

2.3.d Service Assessment Reviews

One.network will provide two Service Assessment Reviews and one End-of-Contract Summary Report and Case Study. During Phase 2, one.network, Clark County, City of Las Vegas, and RTC will jointly develop the performance metrics.

Service Assessment Reviews

- The first assessment review will be conducted in December 2024.
- The second assessment will be conducted in March of 2025.

End-of-Contract Summary Report & Case Study

- The End-of-Contract Summary Report and Case Study will be developed by one.network and submitted for agency review by May 2025.

EXHIBIT B – FEE SCHEDULE

The total value of the contract is not-to-exceed **\$255,000.00 (TWO HUNDRED FIFTY-FIVE THOUSAND DOLLARS AND ZERO CENTS)**. This payment will be issued according to the invoicing language provided in the Contract.

\$204,000.00 (80%) to be paid after Notice to Proceed has been issued to initiate the project.

\$51,000.00 (20%) to be paid on January 31, 2025.

Module	List price - annual license
Map/Traffic Management	\$135,000
Live Link	\$120,000
Total Pilot Price	\$255,000

	Unit Price	Payment Schedule
80% Lump Sum	\$204,000.00	After issuance of Notice to Proceed
20% Lump Sum	\$51,000.00	January 31, 2025
Total	\$255,000.00	

EXHIBIT C – INSURANCE REQUIREMENTS

Cost: The Service Provider shall pay all associated costs for the specified insurance. The cost shall be included in the price(s).

1. **Format/Time:** The Service Provider shall provide RTC with Certificates of Insurance, per the attached sample format, for coverages as listed below, and endorsements affecting coverage required by this Contract within ten calendar days after the award by the RTC. All policy certificates and endorsements shall be signed by a person authorized by that insurer. All required aggregate limits shall be disclosed and amounts entered on the Certificate of Insurance, and shall be maintained for the duration of the Contract and any renewal periods.
2. **Best Key Rating:** The RTC requires insurance carriers to maintain during the contract term, a Best Key Rating of A- or higher, with a Financial Strength of VII or higher, which shall be fully disclosed and entered on the Certificate of Insurance.
3. **RTC Coverage:** The RTC Indemnitees, their officers and employees must be expressly covered as additional insureds except on workers' compensation and professional liability insurance coverages. The Service Providers' insurance shall be primary and non-contributory as respects the RTC, its officers and employees. The General Liability and Workers' Compensation policies shall include an endorsement waiving rights of subrogation by the insurer or insurers against RTC and any other parties required by the Contract Documents.
4. **Endorsement/Cancellation:** The Service Providers' general liability insurance policy shall be endorsed to recognize specifically the Service Providers' contractual obligation of additional insured to RTC and must note that the RTC will be given 30 calendar days advance notice of cancellations.
5. **Deductibles:** All deductibles and self-insured retentions shall be fully disclosed in the Certificates of Insurance and may not exceed \$50,000.
6. **Aggregate Limits:** If aggregate limits are imposed on bodily injury and property damage, then the amount of such limits must not be less than \$2,000,000.
7. **Commercial General Liability:** Subject to Paragraph 6 of this exhibit, the Service Provider shall maintain limits of no less than \$1,000,000 combined single limit per occurrence for bodily injury (including death), personal injury and property damages. Commercial general liability coverage shall be on a "per occurrence" basis only, not "claims made," and be provided either on a Commercial General Liability or a Broad Form Comprehensive General Liability (including a Broad Form CGL endorsement) Insurance form. Information that needs to be on the form is as follows (per occurrence):
 - Policy Number
 - Policy Effective Date
 - Policy Expiration Date
 - General Aggregate (\$2,000,000)
 - Products-Completed Operations Aggregate (\$2,000,000)
 - Personal & Advertising Injury (\$1,000,000)
 - Each Occurrence (\$1,000,000)
8. **Automobile Liability:** Subject to Paragraph 6 of this exhibit, the Service Provider shall maintain limits of no less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage to include, but not be limited to, coverage against all insurance claims for injuries to persons or damages to property which may arise from services rendered by Service Provider and any auto used for the performance of services under this Contract. As an alternative to the specified any auto coverage, the RTC will accept all owned, non-owned and hired or symbols 2, 8 and 9. Information that needs to be on the form is as follows:
 - Policy Number
 - Policy Effective Date
 - Policy Expiration Date
 - Combined Single Limit (\$1,000,000)

9. Excess/Umbrella: The limits of liability shall be on an occurrence basis and in an amount not less than **\$1,000,000.00**. The policy shall provide coverage on the same basis as outlined for employers' liability, commercial general liability and auto liability.
10. Workers' Compensation: The Service Provider shall obtain and maintain for the duration of this contract, a work certificate and/or a certificate issued by an insurer qualified to underwrite workers' compensation insurance in the State of Nevada, in accordance with Nevada Revised Statutes Chapters 616A-616D, inclusive, provided, however, a Service Provider that is a sole proprietor shall be required to submit an affidavit (sample attached) indicating that the Service Provider has elected not to be included in the terms, conditions and provisions of Chapters 616A-616D, inclusive, and is otherwise in compliance with those terms, conditions and provisions. If any of the Services to be provided will be performed out of the state of Nevada, then any Workers Compensation policy must include an "all states endorsement" that provides for coverage in any state. The endorsement must include the broadening of coverage to meet the applicable laws in that state. Information that needs to be on the form is as follows:
- Policy Number
 - Policy Effective Date
 - Policy Expiration Date
 - WC Statutory Limits
 - Employer's Liability Each Accident (\$1,000,000)
 - Employer's Liability Disease – Each Employee (\$1,000,000)
 - Employer's Liability Disease – Policy Limit (\$1,000,000)
11. Professional Liability: The Service Provider shall maintain limits of no less than \$1,000,000 aggregate. If the professional liability insurance provided is on a Claims Made Form, then the insurance coverage required must continue for a period of 2 years beyond the completion or termination of this Contract. Any retroactive date must coincide with or predate the beginning of this and may not be advanced without the consent of the Owner. Information that needs to be on the form is as follows:
- Deductible
 - Policy Number
 - Policy Effective Date
 - Policy Expiration Date
 - Limit
12. Additional Insurance: The Service Provider is encouraged to purchase any such additional insurance as it deems necessary.
13. Damages: The Service Provider is required to remedy all injuries to persons and damage or loss to any property of RTC, caused in whole or in part by the Service Provider its subcontractors or anyone employed, directed or supervised by Service Provider.

The RTC Indemnitees in no way warrant that the minimum limits contained herein are sufficient to protect Service Provider from liabilities that might arise out of the performance of the work and/or services under this Agreement by the Service Provider, its agents, representatives, employees, subcontractors or vendors and Service Provider is free to purchase such additional insurance as may be determined necessary.

Insurance coverage provided by the Service Provider shall not be limited to the liability assumed under the indemnification provisions of this Agreement.

14. Insurance Submittal Address: All Insurance Certificates requested shall be sent to the RTC's third party insurance compliance tracking service provider, Insurance Tracking Services, Inc., certcontrol@instracking.com and cc the designated Purchasing Technician (rtepurchasing@rtcsonv.com) .

The description of operations should reflect the below information:

Description: **Contract No. 24-144AR; Project Title: Real-Time Work Zone Coordination and Notification** (must be identified on the initial insurance form and each renewal form).

The Certificate Holder portion should reflect the below information:
Regional Transportation Commission of Southern Nevada, its officers, employees and agents
C/O Insurance Tracking Services, Inc. (ITS)
P.O. Box 60840
Las Vegas, NV 89160

Failure To Maintain Coverage: If the Service Provider fails to maintain any of the insurance coverages required herein, RTC may withhold payment, order the Service Provider to stop the Services, declare the Service Provider in breach, suspend or terminate the Contract, assess liquidated damages as defined herein, or may purchase replacement insurance or pay premiums due on existing policies. RTC may collect any replacement insurance costs or premium payments made from the Service Provider or deduct the amount paid from any sums due the Service Provider under this Contract.

Notwithstanding anything to the contrary in the Agreement or in this Exhibit C, if the Service Provider has procured any insurance coverage and/or limits (either primary or on an excess basis) that exceed the minimum acceptable coverage and/or limits set forth in this Exhibit C or elsewhere in the Agreement, the broadest coverage and highest limits actually afforded under the applicable policy(ies) of insurance shall be considered the coverage and limits that are required by this Agreement and such coverage and limits shall be provided in full to the additional insureds and indemnified parties under this Agreement at no additional cost to RTC.

EXHIBIT D – SLA

Service Level Agreement

1 DEFINITIONS

- 1.1 In this Schedule the following additional definitions shall apply:
- 1.2 **“Business Days”** are Monday to Friday, excluding public holidays;
- 1.3 **“Business Hours”** are 9:00am to 5:00pm on Business Days;
- 1.4 **“Help Desk”** means one.network’s help desk;
- 1.5 **“Problem Management”** is the process of analysing, tracking, correcting and communicating Service Requests and their Resolutions;
- 1.6 **“Response”** is the communication to the Customer of the action proposed to be taken to provide a Resolution;
- 1.7 **“Resolution”** is the implementation of a solution to a Service Request;
- 1.8 **“Resolution Target”** is the target time to be taken to provide a Resolution;
- 1.9 **“Service Request”** is a notification issued by the Customer to one.network identifying a failure, or potential failure, or event that has resulted in a loss, or potential loss, of availability or performance of any aspect of a Service;

2 ONE.NETWORK SUPPORT SERVICES

- 2.1 The following are the agreed elements that are covered by this SLA:
 - Support Coverage: Business Hours
 - Service Element: The Services as set out in the Order Form
- 2.2 The Support Services process to be delivered under this SLA is split into three levels:
 - Level 1 Support: Help Desk Support (See Paragraph 4)
 - Level 2 Support: Technical Support (See Paragraph 5)
 - Level 3 Support: Programming (See Paragraph 6)

2.3 one.network does not offer or provide any guaranteed Resolution times, but will at all times seek to ensure a prompt and satisfactory conclusion to a Service Request within the Resolution Target. one.network shall not be liable to the Customer or any End User for any loss or damages caused by one.network not achieving any Resolution Target outlined in this SLA.

2.4 one.network shall provide an escalation procedure for any ongoing Service Request as outlined in Paragraph 13 of this SLA.

3 CUSTOMER OBLIGATIONS

- 3.1 The Customer will appoint at least two **“Support Administrators”** who, after appropriate training, will act as the focal point of contact to one.network, providing an initial level of support for the Support Services under this SLA. one.network shall communicate only with the Support Administrators in relation to Service Requests.
- 3.2 Both Parties shall ensure that they adhere to operating procedures and practices, codes of conduct, duties and obligations such as may be required for the purposes of data security and data protection, including password management, anti-virus tools and information security tools.

4 HELP DESK (LEVEL 1) SUPPORT

- 4.1 one.network will provide Help Desk support during Business Hours.
- 4.2 The Help Desk will accept Service Requests by e-mail and telephone. E-mail logging is the preferred method and the Customer shall submit Service Requests by email whenever possible.
- 4.3 All Service Requests will be logged by the one.network Help Desk and allocated a unique “Call Reference Number”. This should be used when progressing any current or outstanding call.
- 4.4 All Service Requests will receive an initial Response within 2 hours of being logged by a Help Desk Analyst.
- 4.5 The Help Desk Analysts will perform initial problem determination. If possible the Help Desk Analyst will provide the necessary help and advice to provide a Resolution during the initial determination or by further investigation.

- 4.6 The Help Desk Analyst will agree the Priority of the Service Request with the Customer and hence the Resolution Target as defined in Paragraph 7.
- 4.7 If the Help Desk Analyst is unable to provide a Resolution the Help Desk Analyst will move the Service Request to Level 2.
- 4.8 The Help Desk Analyst will continue to provide ongoing Problem Management. The Help Desk Analyst will update the Service Request whenever a new status is available. The Help Desk Analyst will communicate the status back to the Customer. The frequency and method will be agreed with the Customer depending upon the nature of the problem.
- 4.9 Once a Resolution is found, the Help Desk will close the Service Request with the originating party.
- 4.10 Service Requests which have been passed back to the Customer's Systems Administrator for further actions will be automatically closed if no response has been received within 5 Business Days of the call being passed to the Systems Administrator.

5 TECHNICAL (LEVEL 2) SUPPORT

- 5.1 The Technical Support Team will accept Service Requests that have not been resolved by the Help Desk Analysts at Level 1, for further investigation, and if possible, Resolution without being moved to Level 3.
- 5.2 The Technical Support Team will investigate the Service Request to fully understand the nature of the issue, and will determine the cause and plan the best and most suitable method for Resolution.
- 5.3 The target for Level 2 issues is to clear everything that does not require a change to the Software (bug fix or added functionality), for example configuration issues, data issues, network connectivity issues or deployment of upgrades.
- 5.4 If a Service Request requires a change to the Software then the Service Request will be moved to Level 3 support, Programming Support.

6 PROGRAMMING (LEVEL 3) SUPPORT

- 6.1 The Programming Support team will accept Service Requests that have not been resolved by the Technical Support team at Level 2, meaning they have been classified as requiring a Software change and at this point the call will be allocated a change request number.

- 6.2 If a Service Request is passed to Level 3 the support process varies depending on the agreed Priority of the Service Request.

- 6.2.1 For Priority A and B issues the Service Request and call will remain open until a full Resolution has been reached in line with Paragraph 7.

- 6.2.2 For Priority C issues the Service Request will be marked as Resolved and the call closed. The Programming Support Team will take on responsibility for the Change Request and will report on the availability of fixes in line with Paragraph 7.

- 6.2.3 For Priority D issues the Service Request will be marked as Resolved and the call closed. The Change Request will be logged and reviewed but as per Paragraph 7 no commitment is made to make a change.

- 6.3 If the issue is agreed as a bug the Programming Support Team will make the necessary changes to the Software. The target is to provide a Resolution in line with the Resolution Targets detailed in Paragraph 7.

- 6.4 A Service Request passed to Level 3 support may, once reviewed, be regarded as not a bug but a request for a change in functionality. The Service Request will be closed at this point. The Customer can request one.network to carry out the change on a chargeable basis or request that the change be considered for a future release of the Software. one.network has no obligation to carry out either the chargeable work or to put any request into a future release.

7 PRIORITY LEVELS AND RESOLUTION TARGETS

7.1 Priority Definitions

All Service Requests will be allocated a Priority and agreed with the Customer based on the following criteria:

Priority A - Urgent

Those Incidents that have a major and immediate impact on a key business function, rendering it, or them, inoperable. Typically users cannot continue a business function or operation.

Priority B - High

Those Incidents not having an immediate impact on a key business function but that are not functioning properly. Typically users can

continue a business function or operation but with difficulty.

Priority C - Normal

Those Incidents where users can continue a business function or operation but an improvement is required.

Priority D - Low

Minor or cosmetic problems with systems or service. The service is not materially affected.

7.2 For calls relating to:

- Software; and
- Hosting, Network Infrastructure and Connections

the following are the target times to provide a Resolution for each priority of call.

Priority	Resolution Targets
A: Urgent	8 Business Hours
B: High	Five Business Days
C: Normal	Twenty Business Days
D: Low	No commitment but may be considered for a future release

7.3 Performance targets are to meet 95% of the above targets ("**Performance Targets**"). Performance Targets for the hosting environment are provided in Paragraph 8.2.

7.4 In cases of Priority A calls occurring or continuing during out-of-Business Hours it may be applicable for the Customer's Systems Administrator, or a similarly skilled Customer representative, to be available out-of-Business Hours for continued updates and other similar actions. Failure to have a Customer resource available may impact on one.network's ability to achieve the Resolution Targets above.

8 SYSTEM AVAILABILITY – HOSTING, NETWORK INFRASTRUCTURE, COMMUNICATIONS NETWORK AND DATA CENTRE

8.1 System availability of the hosting, network infrastructure, communications network and hosting centre is designed to be seven days per week and twenty-four hours per day. subject to the pre-notification of any scheduled downtime required for system maintenance, as detailed below.

8.2 Outside of the scheduled downtimes outlined in this Paragraph 8, the Performance Target is for the system to be available 99.8% of the time measured over a period of one month

8.3 "**System Maintenance Windows**" are periods of time during which systems availability may be interrupted to the Customer for one.network or its subcontractors to carry out routine maintenance activities. Each System Maintenance Window will be notified in advance to the Customer by one.network. If any System Maintenance Window does not, or is unlikely to, provide sufficient time to carry out the planned maintenance activities an appropriate extension will be agreed..

8.4 one.network will normally give 7 days' notice before using a System Maintenance Window. In the event of urgent maintenance the notice period may be reduced, but only if one.network is unable to provide 7 days' notice without impacting system performance or stability. one.network will use reasonable endeavors to minimise use of System Maintenance Windows. one.network hereby provides notice that every Thursday between 6:00pm - 9:00pm (UK time) is designated a System Maintenance Window for use as needed. The Customer acknowledges that development requests from the Customer or the End User may adversely affect the frequency of System Maintenance Windows.

9 CYBER SECURITY

9.1 Any breach of security relating to the Services or Customer Data will be treated as a Priority A incident.

9.2 All actual or suspected security incidents or breaches will be reported to the Customer within 8 Business Hours of them becoming known to one.network.

10 DATA CENTRE

10.1 The hosting is provided by Amazon Web Services (AWS).

10.2 one.network services are hosted on the AWS US East (N. Virginia) Availability Zone (<https://aws.amazon.com/about-aws/global-infrastructure/>) with data managed in Amazon PostgreSQL RDS.

- 10.3 one.network may at its sole discretion change to a different hosting provider and / or data centre. one.network shall give the Customer at least 3 months' advance warning of such a change and put in place measures to ensure that any Service disruption is kept within the Performance Target thresholds set out in this SLA.

11 MAJOR INCIDENT AND DISASTER RECOVERY

The full Disaster Recovery plan would only be initiated if the Services are rendered inoperable or inaccessible due to multiple hardware node failure or network outage. All other business continuity issues (such as power failures, hardware node failures, communications failures etc) have contingencies in place to ensure the Services are not interrupted.

12 EXCLUSIONS

- 12.1 Support Services do not cover the following and as a consequence when one.network is required to carry out remedial work and rectification of problems associated with any of these exclusions, one.network reserves the right to levy a charge for costs incurred (provided that the charge is notified to and agreed by the Customer before it is incurred):
- 12.1.1 the rectification of any problems caused by user errors or damage or failure to follow manufacturers or one.network's recommendations on any aspect of the use, operation or configuration of the system or applications;;
 - 12.1.2 problems inherent in Third Party software or systems where the rectification is beyond the control of one.network;
 - 12.1.3 problems caused or induced by virus software introduced by the Customer or End User;
 - 12.1.4 any restoration of Software or data that is requested by the Customer, or required to rectify problems or data loss or data damage caused by the Customer;
 - 12.1.5 any problems caused by or associated with Third Party hardware or software not installed or supported by one.network; Customer's internal network systems and computers, and their administration and operation and associated desktop standards; and

- 12.1.6 upgrade or enhancement software for Third Party supplied products that may be required for rectification of the reported problem as part of the normal support service, other than those that are supplied by one.network as part of the Services.

13 SUPPORT SERVICES DO NOT COVER QUESTIONS THAT CAN AND SHOULD BE RESOLVED BY THE APPROPRIATE PRODUCT TRAINING.ESCALATION PROCEDURE

- 13.1 An escalation procedure exists to enable either Party to escalate an issue if they believe the issue is not being dealt with in line with this SLA or is not being given the level of importance believed to be required. Two paths for escalations exist as set out below.
- 13.2 Any party involved in the delivery or receipt of Support Services who identifies a breakdown in those Support Services can initiate escalation through an escalation request to the Help Desk.
- 13.3 If the Customer is not satisfied with the progress of the Resolution and the Customer believes that if the situation is not resolved, it would result in serious implications to the Customer in terms of loss of business or adverse publicity or will result in missed Performance Targets under this SLA or cause serious inconvenience for the Customer then the Customer can request that an escalation request be marked as "Support Manager escalation". Once received these escalations will be monitored throughout by the Support Manager. On receipt of such an escalation the Support Manager is to:
- 13.3.1 Formulate a plan of action;
 - 13.3.2 Communicate this to the initiator of the escalation and to an appropriate and senior manager within the Customer;
 - 13.3.3 Agree timescales for Resolutions;
 - 13.3.4 Agree times for updates in information;
 - 13.3.5 Record all actions taken; and
 - 13.3.6 On closure formally write to the Customer with full details of the escalation and subsequent Resolution.
- 13.4 If at any time an escalation is not proceeding to a conclusion within agreed timescales then the Customer can request an immediate escalation to the VP Customer Success of one.network.

14 COMPLAINTS

14.1 If the Customer is unhappy with any element of the Support Service they can register a complaint with one.network. All Customer complaints shall be positively received by one.network and logged on the call management system as a "complaint". All complaints received shall be dealt with in the following way:

14.1.1 All complaints shall be passed to the VP Customer Success of one.network for action. An initial response acknowledging the complaint shall be made by e-mail within one Business Day of the receipt.

14.1.2 The complaint shall be investigated by the VP Customer Success and formally responded to in writing within five Business Days. This response should include full details of the investigation and any corrective action being taken by one.network as a result.

14.1.3 No complaint shall be closed on the call management system until it has been resolved to the satisfaction of the Customer and reviewed by the VP Customer Success of one.network.

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EXHIBIT E – ONE.NETWORK ORDER FORM

one.network Order Form



SUBJECT TO CONTRACT

1 Customer Contact Information

Southern Nevada RTC:			
	Corporate Contact Information	Account Payable Contact Information: (if different from corporate contact)	Technical Contact Information: (if different from corporate contact)
Name			
Position			
Address			
Phone			
Email			

2 Services

2.1 The Services under this Order Form comprise those Services listed below

Clark County

- one.network Map
- one.network Traffic Management
- one.network Live Link

City of Las Vegas

- one.network Live Link

2.2 For the avoidance of doubt, the Services Specifications (as defined in the Master Terms) for the Services referenced above (with a tick) shall be incorporated into this Order Form (in accordance with the Master Terms) and shall apply in relation to the relevant Services. The Services Specifications are set out at the following URL (or such other URL notified to you from time to time):

<https://drive.google.com/drive/folders/1iMIDOr2JWIEpHudIGPOXpiUEocbwbu0P>

For the avoidance of doubt, this URL for the Services Specifications is confidential and should not be shared outside your organization.

3 Charges

- 3.1 First upfront lump sum charge of 80% (\$204,000) shall apply according to the schedule in Exhibit B.
- 3.2 Second lump sum charge of 20% (\$51,000) shall apply on January 31, 2025. Total payment of \$255,000
- 3.2 Annual Charges.
- None.

4 Order Term

- 4.1 License Commencement Date: Issuance of Notice to Proceed
- 4.2 Period: Commences at Notice to Proceed and ends on May 31, 2025

5 Renewal Term

- 5.1 There is no renewal option on this pilot contract.

6 Special Terms

- 6.1 Customer may license [Clark County and City of Las Vegas] to access and use the Services subject to the terms of this Agreement.
- 6.2 one.network will have two Service Assessment periods.
- The first will be December 2024
 - The second will be March 2025
- 6.3 one.network will provide an End-of-Contract Summary Report & Case Study by May 2025
- 6.4 one.network dashboard must have an internal health check service that will advise users when the website is down.
- 6.5 one.network agrees to the Scope of Work required under:
- Exhibit A – Scope of Services
 - Exhibit B – Fee Schedule
 - Exhibit D – SLA

7 Agreement

7.1 Capitalized terms used in this Order Form but not defined shall have the meaning given to them in the Master Terms (as detailed below).

7.2 This Order Form is exclusively governed by the Agreement entered into between the two parties and designated as Contract No. 24-144AR.

For one.network	For Customer
Signature:	Signature:
Name:	Name:
Title:	Title:
Date:	Date: