

Memorandum



Date: January 24, 2017

To: Honorable Chairman Esteban L. Bovo, Jr.
and Members, Board of County Commissioners

Agenda Item No. 8(N)(2)

From: Carlos A. Gimenez
Mayor

Subject: Recommendation to Award a Marketing Partnerships Program Agreement to CIVIQ Smartscales LLC

Recommendation

On July 15, 2014 the Board of County Commissioners (Board) adopted Ordinance 14-99 creating the Miami-Dade County (County) Marketing Partnerships Program; creating Article CXLIII of the County Code. In accordance with this Ordinance, it is recommended that the Board approve a Marketing Partnerships Agreement (MPA-01) with CIVIQ Smartscales LLC (CIVIQ) to implement the CIVIQ Mobility Experience Project (Project), and waive Implementing Order 8-9 to allow the advertising of alcohol, which is consistent with advertising on County buses, metromover, metrorail, and bus benches and shelters. Placement of all advertisement will comply with Florida Statutes. Prospectively this agreement will allow installations at any County facility including Miami International Airport and PortMiami.

The Project will provide a comprehensive solution to the County, allowing CIVIQ to deploy interactive units countywide to enhance citizen experience and introduce new digital applications, advertisements, and content, including the implementation of the following:

- Up to 300, but no fewer than 150 interactive touch screen kiosks with free WiFi, informational alerts, video surveillance cameras, and integration with County mobile access applications such as transit predictive arrivals;
- 1,099 Wi-Fi devices to provide free Wi-Fi on all Metrobus, Metromover, and Metrorail Vehicles; and
- 51 Wi-Fi devices to provide free Wi-Fi at all Metromover and Metrorail stations.

As part of this Agreement, CIVIQ will initially invest approximately \$20 million in up-front capital costs and be responsible for recurring operating and maintenance costs. This will result in cost savings to the County of approximately \$2.1 million in cellular charges, and further cost avoidance of approximately \$6 million in Years 1 through 15. Additionally, updates to the technology and associated applications are included at CIVIQ's expense to mitigate obsolescence of the systems. This project will enhance user experience by providing a comprehensive engagement solution and enable the County to utilize crowdsourced data to better plan mobility services.

Through the implementation of the Project, CIVIQ will be responsible for:

- Ensuring that when installed adjacent to an existing bus shelter or bench, kiosks do not obscure any existing advertisement panel;
- All metering and utility costs; and
- All costs related to Project implementation support.

This contract establishes a Marketing Partnership Program that will provide a financial benefit to the County in the form of non-tax revenue and in-kind services in exchange for access to the potential commercial marketing associated with certain County assets. This Marketing Partnership meets the criteria set forth in the applicable ordinance and the applicable implementing order. In this instance,

direct negotiations were utilized because the use of the competitive method would not have added significant value to the Marketing Partnership and because of the time sensitivity of the agreement.

Scope

The scope of this item is countywide in nature.

Fiscal Impact/Funding Source

This initial term of this Agreement is 15 years with two (2), five-year options to renew. There are no up-front costs to the County, with cost savings of \$2.1 million and revenue sharing, as per the table below:

Gross Revenue	Agreement Year from Effective Date	Term
3%	Up to 6	Initial Term
4%	Up to 12	Initial Term
5%	Up to 17	1 st Renew Term

Track Record/Monitor

Angel Petisco, CIO / Director, Information Technology Department will monitor this agreement.

Delegated Authority

The County Mayor or County Mayor's designee will have the authority to exercise all provisions of the Agreement pursuant to Sections 1.01 and 5.03 of the County Home Rule Charter and Implementing Order No. IO8-9 MARKETING PARTNERSHIPS PROGRAM including any cancellation, renewal and extension provisions.

Recommended Marketing Partner

Name	Principal Address	Address of Branch Offices or Headquarters in Miami-Dade or Broward*	Employee Residents	Principal
			1)Miami-Dade 2)Broward 3)Percentage*	
CIVIQ Smartscales LLC	430 Fortune Blvd. Milford, MA 01757	None	0	John Anselmi
			0	
			0.00%	

*Provided pursuant to Resolution No. R-1011-15. Percentage of employee residents is the percentage of vendors' employees who reside in Miami-Dade or Broward as compared to the vendor's total workforce.

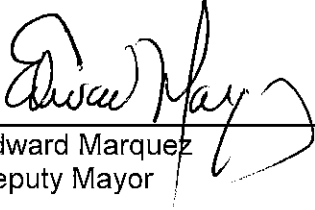
Due Diligence

Pursuant to Resolution No. R-187-12, due diligence was conducted in accordance with the Internal Services Department's Procurement Guidelines to determine contractor responsibility, including verifying corporate status and that there are no performance or compliance issues. The lists that were referenced include convicted bidders, debarred bidders, delinquent contractors, suspended bidders, and federal excluded parties. There are no adverse findings relating to contractor responsibility.

Applicable Ordinances and Contract Measures

- The two (2) percent User Access Program provision does not apply.
- The Living Wage Ordinance does not apply

- The Small Business Enterprise and Local Preference do not apply. However, CIVIQ has voluntarily agreed to hire local County residents where reasonably available and will seek at least 15 percent participation from County Small Business Enterprise Firms for the total subcontracted work for support services where commercially reasonable.

A handwritten signature in black ink, appearing to read "Edward Marquez", written over a horizontal line.

Edward Marquez
Deputy Mayor



MEMORANDUM

(Revised)

TO: Honorable Chairman Esteban L. Bovo, Jr.
and Members, Board of County Commissioners

DATE: January 24, 2017

FROM: Abigail Price-Williams
County Attorney

SUBJECT: Agenda Item No. 8(N)(2)

Please note any items checked.

- "3-Day Rule" for committees applicable if raised**
- 6 weeks required between first reading and public hearing**
- 4 weeks notification to municipal officials required prior to public hearing**
- Decreases revenues or increases expenditures without balancing budget**
- Budget required**
- Statement of fiscal impact required**
- Statement of social equity required**
- Ordinance creating a new board requires detailed County Mayor's report for public hearing**
- No committee review**
- Applicable legislation requires more than a majority vote (i.e., 2/3's ____, 3/5's ____, unanimous ____) to approve**
- Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required**

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 8(N)(2)
1-24-17

RESOLUTION NO. _____

RESOLUTION AUTHORIZING AWARD OF MARKETING PARTNERSHIPS AGREEMENT (MPA-01) TO CIVIQ SMARTSCAPES LLC; WAIVING IMPLEMENTING ORDER 8-9 TO ALLOW ADVERTISING OF ALCOHOL; AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE SAME AND EXERCISE MODIFICATIONS, OPTIONS-TO-RENEW, CANCELLATION PROVISIONS AND ALL OTHER RIGHTS CONTAINED THEREIN

WHEREAS, on July 15, 2014 the Board of County Commissioners adopted Ordinance 14-99 creating the Miami-Dade County Marketing Partnerships Program; creating Article CXLIII of the Code; and

WHEREAS, in accordance with this Ordinance the County wishes to enter into a Marketing Partnerships Agreement (MPA-01) with CIVIQ Smartscales LLC to implement the CIVIQ Mobility Experience Project; and

WHEREAS, Implementing Order 8-9 restricts the advertising/marketing promoting the sale of alcohol or tobacco; and

WHEREAS, the County Mayor may seek Board approval to grant exception to this policy and waive the requirement of Implementing Order 8-9 to allow advertising of alcohol; and

WHEREAS, this Board desires to accomplish the purposes outlined in the accompanying memorandum, a copy of which is incorporated herein by reference,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that:

Section 1. This Board waives the requirement of Implementing Order 8-9 and allow advertising of alcohol.

Section 2. This Board authorizes award of Marketing Partnerships Program Agreement (MPA-01), to CIVIQ Smartscales LLC, in substantially the form attached hereto and made a part hereof.

Section 3. This Board authorizes the County Mayor or County Mayor's designee to execute the Agreement for the item approved herein and to exercise modifications, options-to-renew, any cancellation provisions, and any other rights contained therein in accordance with the terms and conditions of such Agreement.

The foregoing resolution was offered by Commissioner
who moved its adoption. The motion was seconded by Commissioner
and upon being put to a vote, the vote was as follows:

Esteban L. Bovo, Jr., Chairman	
Audrey M. Edmonson, Vice Chairwoman	
Bruno A. Barreiro	Daniella Levine Cava
Jose "Pepe" Diaz	Sally A. Heyman
Barbara J. Jordan	Joe A. Martinez
Jean Monestime	Dennis C. Moss
Rebeca Sosa	Sen. Javier D. Souto
Xavier L. Suarez	

The Chairperson thereupon declared the resolution duly passed and adopted this 24th day of January, 2017. This resolution shall become effective upon the earlier of (1) 10 days after the date of its adoption unless vetoed by the County Mayor, and if vetoed, shall become effective only upon an override by this Board, or (2) approval by the County Mayor of this Resolution and the filing of this approval with the Clerk of the Board.

MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS

HARVEY RUVIN, CLERK

By: _____
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.



Bruce Libhaber

Marketing Partnership Agreement No. [tbd]

between

CIVIQ Smartscales LLC

and

Miami-Dade County

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8. Exhibit 6 CME Diagram
9. Exhibit 7 Project Plan
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Marketing Partnership Agreement No. [tbd]

between

CIVIQ Smartscares LLC

and

Miami-Dade County

dated as of

November 17, 2016

*For the provision of the
CIVIQ Mobility Experience (CME)*

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Marketing Partnership Agreement No. (###)

CIVIQ Mobility Experience

This Agreement made and entered into as of this 17th day of November (the “**Effective Date**”) by and between CIVIQ Smartscares LLC, a Delaware Limited Liability Company, with offices at 430 Fortune Blvd, Milford, MA 01757, (hereinafter referred to as the “**Marketing Partner**” or “**CIVIQ**”), and Miami-Dade County, a political subdivision of the State of Florida, having its principal office at 111 N.W. 1st Street, Miami, Florida 33128 (hereinafter referred to as the “**County**”).

WITNESSETH:

WHEREAS, under Miami-Dade County Ordinance No. 14-99, Miami-Dade County Marketing Partnerships Program, the CIVIQ Mobility Experience will create revenue generating opportunities and cost avoidance through an innovative marketing partnership;

WHEREAS, the Marketing Partner will provide to the County a proprietary solution that includes smart-county technology as described herein which deploys specific proprietary software, hardware and services to create an eco-system of connected devices and services for the County;

WHEREAS, the marketing partnership is intended to provide a comprehensive solution to Miami-Dade for connected devices and services, which will include interactive street devices, County apps, services, and a smart platform that expands data, Wi-Fi coverage, and video surveillance services for the County as described herein;

WHEREAS, the Marketing Partner has offered to provide interactive CME Devices connected to the CIVIQ Platform (as defined below), which include (i) CIVIQ SmartScape Devices deployed in various fixed locations within the County that are intended to display and disseminate certain content (including, but not limited to, transportation information, news, weather, County information, emergency information, other client content and third party advertising content), and (ii) connectivity services that include free public wireless internet access and mobile services connected to the CME Platform on County Vehicles, in each case as set forth more fully herein; and

WHEREAS, the County desires to partner with the Marketing Partner for CIVIQ Smart County Solutions, in accordance with the terms and conditions of this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties hereto agree as follows:

ARTICLE 1. DEFINITIONS

The following words and expressions used in this Agreement shall be construed as follows, except when it is clear from the context that another meaning is intended:

(a) The term “**Advertising**” means any electronic display including words, pictures, photographs, video, symbols, graphic or visual images, in connection with the promotion, solicitation, sale, use of a product or service.

(b) The term “**Agreement**” means collectively these terms and conditions, the Scope of Services, and all other attachments, exhibits, and appendices, as it may be amended from time to time.

(c) The term “**CIVIQ Smart County Solution**” means the solution comprised of the Mobile Access Devices, Stationary Access Devices, CIVIQ SmartScape Devices, the CIVIQ proprietary software installed on the CME Devices, and the CIVIQ Platform that interfaces with, monitors, controls and provides interactive services through the CME Devices.

(d) The term “**CIVIQ SmartScape Device**” means the combination of computer hardware, display screens (both static and interactive), communications systems, enclosures, and software controlled by the CME Platform. The expected configurations of CIVIQ SmartScape Device as of the Effective Date are set forth on Appendix A.

(e) The term “**CME Device**” means any CIVIQ SmartScape Device, Mobile Access Device, or Stationary Access Device.

(f) The term “**CME Platform**” means the proprietary CIVIQ hosted services that interface with, monitor, control and provide interactive services through the CIVIQ SmartScape Devices, Stationary Access Device and Mobile Access Devices.

(g) The term “**County Asset**” means any of the County-owned property, facilities, vehicles, and equipment used for the CME Solution, including, but not limited to: County Vehicles and transit stations, buildings (interior and exterior), parks, marinas, community centers, libraries and county equipment. The term “County Asset” does not include CME Devices, the CME Platform or any software, intellectual property or services.

(h) The term “**County Content**” means any content, hardware, software or other materials provided by the County to the Marketing Partner under this Agreement for use in connection with the CME Platform, including, without limitation, any Application Program Interfaces (API) provided to access County systems and content or information provided by the County to be displayed on the CME Devices via integration with the CMS Platform.

(i) The term “**County Mayor**” means County Mayor or his/her designee that is authorized to exercise authority on behalf of the County.

(j) The term “**County Obligations**” means the obligations of the county set forth in the Scope of Services or any applicable Work Order or Statement of Work.

(k) The term “**County Vehicle**” means any County Metrobus, Metromover and Metrorail vehicle.

(l) The term “**Days**” means calendar days, the period of 24 hours from midnight to midnight, Eastern Standard Time (EST).

(m) The term “**Deliverables**” means all documentation and any items of any nature submitted by the Marketing Partner to the Project Manager for review and approval pursuant to the terms of this Agreement, excluding in all cases any County Content.

(n) The term “**Effective Date**” means the date set forth in the preamble to this Agreement.

- (o) The term “**Revenue Activation Date**” means:
- (i) with respect to the Initial Locations, unless otherwise agreed by the parties, the earlier of (x) the date on which the initial deployment of the CIVIQ Smart County Solution is completed which consists of the CME Platform and at least one hundred (100) CIVIQ SmartScape Devices, five hundred (500) Mobile Access Devices, and fifty-one (51) Stationary Access Devices, and (y) the second anniversary of the Effective Date; and
 - (ii) with respect to any Additional Deployment, the date agreed to by the parties with respect to each such Additional Deployment.
- (p) The term “**Gross Receipts**” means any amounts actually received by Marketing Partner from the provision of Advertising and other services on or through the CIVIQ Smart County Solution deployed under this Agreement.
- (q) The term “**Initial Locations**” has the meaning set forth in ARTICLE 30(b).
- (r) The term “**Mobile Access Device**” means the combination of communications systems, enclosures, and software controlled by the CME Platform used to provide Wi-Fi services on County Vehicles. The expected configurations of Mobile Access Device as of the Effective Date are set forth on Appendix A.
- (s) The term “**Percentage Fee**” means the amount payable to the County as set forth in ARTICLE 8.
- (t) The term “**Project Manager**” means the County Chief Information Officer or the duly authorized representative or designee of the County Mayor authorized to manage the Project.
- (u) The term “**Scope of Services**” means the document appended hereto as Appendix A, which details the Work to be performed by the Marketing Partner and any County Obligations.
- (v) The term “**Stationary Access Device**” means the combination of communications systems, enclosures, and software controlled by the CME Platform used to provide Wi-Fi services to the internet in fixed locations including, but not limited to, bus and train stations; provided, however, that Stationary Access Device does not include any CIVIQ SmartScape Device even if such CIVIQ SmartScape Device provides Wi-Fi services. The expected configurations of Stationary Access Devices as of the Effective Date are set forth on Appendix A.
- (w) The term “**Subcontractor**” or “**Subconsultant**” means any person, entity, firm or corporation, other than the employees of the Marketing Partner, who furnishes labor, services and/or materials, in connection with the Work, whether directly or indirectly, on behalf and/or under the direction of the Marketing Partner.
- (x) The term “**Term**” means the Initial Term and any applicable Renewal Term.
- (y) The term “**Work**”, “**Services**”, “**Program**”, or “**Project**” mean all matters and things required to be done by the Marketing Partner in accordance with the provisions of this Marketing Partnership Agreement.

ARTICLE 2. ORDER OF PRECEDENCE

If there is a conflict between or among the provisions of this Agreement, the order of precedence is as follows: 1) these terms and conditions and 2) the Scope of Services (Appendix A), Exhibits and other Appendices of this Agreement.

ARTICLE 3. RULES OF INTERPRETATION

- (a) References to a specified Article, section or schedule shall be construed as reference to that specified Article, or section of, or schedule to this Agreement unless otherwise indicated.
- (b) Reference to any agreement or other instrument shall be deemed to include such agreement or other instrument as such agreement or other instrument may, from time to time, be modified, amended, supplemented, or restated in accordance with its terms.
- (c) The terms “hereof”, “herein”, “hereinafter”, “hereby”, “herewith”, “hereto”, and “hereunder” shall be deemed to refer to this Agreement.
- (d) The titles, headings, captions and arrangements used in these terms and Conditions are for convenience only and shall not be deemed to limit, amplify or modify the terms of this Agreement, nor affect the meaning thereof.

ARTICLE 4. NATURE OF THE AGREEMENT

- (a) This Agreement incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained in this Agreement. The parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this Agreement, and that this Agreement contains the entire agreement between the parties as to all matters contained herein. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that any oral representations or modifications concerning this Agreement shall be of no force or effect, and that this Agreement may be modified, altered or amended only by a written amendment duly executed by both parties hereto or their authorized representatives.
- (b) The Marketing Partner shall provide the Services set forth in the Scope of Services, and render reasonable and prompt cooperation with the County in all material aspects of the Services performed hereunder.
- (c) The Marketing Partner acknowledges that this Agreement requires the performance of all things reasonably necessary for or incidental to the effective and complete performance of all Work and Services under this Project. All things not expressly mentioned in this Agreement but necessary to carrying out its intent are required by this Agreement, and the Marketing Partner shall perform the same as though they were specifically mentioned, described and delineated.
- (d) The Marketing Partner shall furnish all labor, materials, tools, supplies, and other items required to perform the Scope of Services, other than any County Obligations, as set forth in this Agreement.
- (e) The Marketing Partner acknowledges that the County shall be responsible for making all policy decisions regarding the Scope of Services. The Marketing Partner agrees to provide input on policy issues in the form of recommendations. The Marketing Partner agrees to implement any and all reasonably requested

changes in providing Services hereunder as a result of a policy change implemented by the County. The Marketing Partner agrees to act in a commercially reasonable manner in providing the County with input regarding the time and cost to implement said changes and in executing the activities required to implement said changes.

(f) The County agrees and acknowledges that this Agreement shall be exclusive with respect to the CIVIQ Smart County Solutions or solutions providing functionality substantially similar to the features of the CIVIQ Smart County Solution ("**Similar Solutions**") in the fields of public transportation and free-standing structures in public spaces (other than non-interactive billboards, walls, bus shelters and building facades) in the County. During the Term, the County shall not enter into any agreement with any third party related to the procurement of CIVIQ Smart County Solutions or Similar Solutions in the foregoing fields in the County. The restrictions of this ARTICLE 4(f) will not override agreements between the County and third parties already in effect as of the Effective Date or prevent any renewals, resolicitations or reprocurments of such existing agreements provided such renewal, resolicitation or reprocurement does not modify the scope of such agreement in such a way that a Similar Solution is contemplated.

(g) The parties acknowledge and agree that (i) the Wi-Fi services provided by CME Devices in certain Locations may be limited by exclusivity granted by the County to other providers of Wi-Fi services in such Locations, and (ii) future contracts entered into by the County during the Term will take account of the Wi-Fi services provided by CME Devices at agreed upon Locations.

(h) During the Term, the County and Marketing Partner will confer on the development and deployment of new and/or additional technologies that build upon, improve or expand the capabilities of the CIVIQ Smart County Solution as initially implemented hereunder. Upon mutual agreement of the County and the Marketing Partner, the terms and conditions of this Agreement may be made available to other County agencies, departments or instrumentalities for the development or deployment of new or additional projects or opportunities involving advertising, citizen engagement, communications or other public-facing technologies, which projects and opportunities will be documented through the addition of mutually agreeable statements of work (or similar documentation) referencing the terms hereof. Implementation of any agreed upon modifications to the deployed CIVIQ Smart County Solution will be documented through mutually agreeable statements of work or work orders as set forth in ARTICLE 5, which shall be governed by the terms of this Agreement or a variation thereof based on project-specific negotiations. These enhancements may include, but are not limited to: the installation of CME Devices at new locations, the expansion of the operating platform/network/ecosystem for the purpose of growing its geographical presence within Miami-Dade County and/or other jurisdictional/municipalities; the addition or development of new non-core applications; the introduction of cutting-edge communications technologies; the use of data-analytics and any other services of similar nature designed to produce new revenue streams or to increase existing revenue streams and/or to enhance stakeholder experience.

ARTICLE 5. STATEMENT OF WORK (SOW) / WORK ORDERS

(a) The Marketing Partner shall provide additional and related services through Statement of Work (SOW) or Work Orders issued by the County and agreed to by the Marketing Partner which will define the scope of services, timeline, deliverables, costs/value, and compensation terms for each additional project. Multiple Work Orders may be issued simultaneously, depending upon the need for the services or system enhancement. The County reserves the right to develop an alternative, streamlined process for work assignments with the agreement of the Marketing Partner. The County, at its sole discretion, may modify, suspend, or cancel an SOW or Work Order at any time provided that the County will reimburse the Marketing

Partner in the manner set forth in the applicable SOW or Work Order for all costs reasonably incurred in connection with such modification, cancellation or modification, for work completed as of the effective date of such modification, cancellation or modification, and any non-cancellable contractual commitments (including, if applicable, termination fees associated with terminating such contractual commitments) reasonably entered into by Marketing Partner and affected by such modification, cancellation or modification.

(b) All costs associated with estimating a project shall be borne by the Marketing Partner. The method of compensation for Additional and Related Services will be delineated within the SOW/Work Orders.

(c) SOWs and Work Orders shall expire as stated in each individual SOW or Work Order but any such SOW or Work Order will terminate upon the expiration or termination of this Agreement.

ARTICLE 6. CONTRACT TERM

(a) The Agreement shall become effective on the date indicated on the first page of the Agreement, and shall continue through the last day of the 180th month thereafter, for an initial term of fifteen (15) years (the “Initial Term”).

(b) Provided that there has been no default of the Agreement by the Marketing Partner, which default is continuing past any applicable cure period provided herein, this Agreement will renew for two (2) additional five (5) year terms (each such term, a “Renewal Term”) unless either party provides the other party a written notice of non-renewal at least one hundred eighty (180) days before the end of the then current contract term. All renewals shall run consecutively so as to make this Agreement continuous in its operation, from beginning to its termination.

ARTICLE 7. NOTICE REQUIREMENTS

All notices required or permitted under this Agreement shall be in writing and shall be deemed sufficiently served if delivered by Registered or Certified Mail, with return receipt requested; or delivered personally; or delivered via fax or e-mail (if provided below) and followed with delivery of a hard copy; and in any case addressed as follows:

(a) To the County:

Miami-Dade County
Office of Management and Budget
111 NW 1st Street, Suite 2200
Miami, Florida 33128
Attention: Assistant Director
Phone: (305) 375-5143
Email: dtw@miamidade.gov

and,

To the Project Manager:
Miami-Dade County
Information Technology Department
5680 SW 87th Avenue
Miami, FL 33173
Attention: Chief Information Officer/Director
Phone: (305) 596-8200
Email: apa@miamidade.gov

(b) To the Marketing Partner:

CIVIQ Smartscares LLC
200 South Michigan Ave., Suite 1305
Chicago, IL 60604
Attention: George Burciaga
Phone: (312) 300-4776
Email: george.burciaga@civiq.com

and,

CIVIQ Smartscares LLC
430 Fortune Blvd.
Milford, MA 01757
Attention: John Anselmi
Phone: (508) 381-2931
Email: john.anselmi@civiq.com

Either party may at any time designate a different address and/or contact person by giving notice as provided above to the other party. Such notices shall be deemed given upon receipt by the addressee.

ARTICLE 8. FEE SCHEDULE

(a) From the Effective Date through the fourth (4th) anniversary of the Revenue Activation Date (the “**Initial Period**”), the Marketing Partner shall be entitled to retain all Gross Receipts with respect to the deployment of the CME Solution at the Initial Locations.

(i) From the fourth (4th) anniversary of the Revenue Activation Date through the tenth (10th) anniversary of the Revenue Activation Date, Marketing Partner will pay the County a fee, without billing, of three percent (3%) of Gross Receipts less any reasonable refunds actually paid to providers of Advertising and other revenue sources with respect to such Initial Locations.

(ii) From the tenth (10th) anniversary of the Revenue Activation Date through the fifteenth (15th) anniversary of the Revenue Activation Date, Marketing Partner will pay the County a fee, without billing, of four percent (4%) of Gross Receipts less any reasonable refunds actually paid to providers of Advertising and other revenue sources with respect to such Initial Locations.

(iii) From the fifteenth (15th) anniversary of the Revenue Activation Date through the remainder of the term, Marketing Partner will pay the County a fee, without billing, of five percent (5%) of Gross Receipts less any reasonable refunds actually paid to providers of Advertising and other revenue sources, or such other percentage as the parties may agree on or prior to the fifteenth (15th) anniversary of the Revenue Activation Date, with respect to such Initial Locations.

(b) If the Marketing Partner and the County agree to an Additional Deployment, as described in ARTICLE 31, the Marketing Partner shall be entitled to retain all Gross Receipts with respect to the deployment of the CME Solution at such Additional Locations until the fourth (4th) anniversary of the Revenue Activation Date applicable to such Additional Locations. For the remainder of the Term thereafter, Marketing Partner will pay the County the prevailing percentage of Gross Receipts (less any reasonable refunds actually paid to providers of Advertising and other revenue sources) with respect such Additional Locations as is then in effect for the Initial Locations under ARTICLE 8(a).

ARTICLE 9. METHOD AND TIMES OF PAYMENT

(a) All amounts payable by the Marketing Partner to the County shall be paid to the County, under the provisions of this Agreement, promptly on or before the forty-fifth (45th) day following the end of each quarter from the fourth (4th) anniversary of the Revenue Activation Date during the Term of this Agreement and on or before the forty-fifth (45th) day of the quarter following the expiration or earlier termination of the Agreement.

(b) The amounts payable will be as set forth in ARTICLE 8 with all payments are due on a quarterly basis as set forth in this ARTICLE 9.

(c) Fees and all other payments provided for in this Agreement shall be paid or mailed to:

Miami-Dade County
Office of Management and Budget
111 NW 1st Street, Suite 2200
Miami, Florida 33128
Attention: Assistant Director

ARTICLE 10. GROSS SALES REPORTS

(a) Marketing Partner shall deliver, together with each quarterly payment that is submitted to the County, a cumulative Quarterly Statement of Gross Receipts (the “Quarterly Report”). The Quarterly Report will include the following for the reporting period, itemized by month:

- (i) Total Gross Receipts collected for the period;
- (ii) Corresponding fee being paid to the County pursuant to ARTICLE 8 “Fee Schedule” (including check number or ACH reference number with issued date);
- (iii) Corresponding portion of Gross Receipts retained by Marketing Partner;
- (iv) Sales tax where applicable; and
- (v) Such additional information as requested by the County and agreed upon by the parties.

(b) Within sixty (60) calendar days following the end of each calendar year, the Marketing Partner shall, at its sole cost and expense, provide to the County an Annual Statement of Gross Receipts prepared in accordance with Generally Accepted Auditing Standards. This annual report shall be cumulative for the entire operation of the preceding year and follow the same format and content of the Quarterly Reports.

ARTICLE 11. TAXES AND IMPOSITIONS SALES TAX

Marketing Partner will be responsible for payment of any and all tax to the appropriate taxing authorities.

ARTICLE 12. LATE PAYMENT CHARGE

In the event that the Marketing Partner fails to make any undisputed payments on time, by the due date, as required to be paid under the provisions of this Agreement, ten calendar days after such due date, interest at the rate of 10% per annum shall accrue against all such delinquent undisputed amounts from the original due date until the County actually receives payment. The right of the County to require payment of such interest and the obligation of the Marketing Partner to pay same shall be in addition to and not in lieu of the County's rights to enforce other provisions herein, including termination of this Agreement, or to pursue other remedies provided by law. Late fees will not apply to any amounts that are disputed in good faith by Marketing Partner.

ARTICLE 13. APPLICATION OF PAYMENTS

Payments are applied to any unpaid balance in the following manner. Any accrued late fees are first deducted from the payment. The remaining payment balance is then applied proportionately to the Percentage Fee. Any remaining balance in the payment will be applied to any other balance due.

ARTICLE 14. WORTHLESS CHECK OR DRAFT

In the event that the Marketing Partner delivers a dishonored check or draft to the County in payment of the Percentage Fee, or any obligation arising under this Agreement, the Marketing Partner shall incur and pay a service charge of \$25 if the face value of the dishonored check or draft is \$50 or less, \$30 if the face value of the dishonored check or draft is more than \$50 and less than \$300, or \$40 if the face value of the dishonored check or draft is \$300 or more, or five percent of the face amount of such check(s), whichever is greater. For each such dishonored check, such payment shall be made within not more than five (5) days from written notice of such default. Further, in such event, the County may require that future payments required pursuant to this Agreement be made by cashier's check or other means acceptable to the County.

ARTICLE 15. ACCORD AND SATISFACTION

No payment by the Marketing Partner to the County of an amount less than the full Percentage Fee due shall be deemed an accord and satisfaction. The County may accept such check or payment without prejudice to the County's right to recover the balance of the Percentage Fee due.

ARTICLE 16. ACCOUNTING RECORDS AND AUDITS

(a) Not more often than once per calendar year during the Term and once during the first six months following expiration or termination of this Agreement, the County, or its duly authorized representatives or governmental agencies, shall have the right upon ten (10) business days' prior written notice to Marketing Partner, to examine any of the Marketing Partner's books, documents, papers and records that apply to matters

of the County governed by this Agreement. Such records shall be made available in Miami-Dade County within ten business days of written notice from the County. All information obtained by County or its authorized representatives from Marketing Partner's books and records shall be kept confidential by County and all such representatives, except in connection with any mortgage or assignment of this Agreement for financing purposes, or if subject to the requirements of Florida Public Records Act.

(b) Pursuant to County Ordinance No. 03-2, the Marketing Partner will grant access to the Commission Auditor to all financial and performance related records, property, and equipment purchased in whole or in part with government funds.

(c) The Marketing Partner agrees to maintain financial records that are supported with documentation, and procedures that conform to Generally Accepted Accounting Principles and are adequate for determining the amounts payable to the County under this Agreement. The Miami-Dade County Audit Management Services Department or its successors, the external auditing firm of the County, and all appropriate State and Federal auditing personnel shall be permitted to audit and examine all such records relating to this Agreement in accordance with this ARTICLE 16.

ARTICLE 17. INDEMNIFICATION

(a) The Marketing Partner shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur including as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the Marketing Partner or its employees, agents, servants, partners, principals or Subcontractors, except to the extent related to or in connection with any County Content or caused by the County or its officers, employees, agents or instrumentalities. The Marketing Partner shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon.

(b) The Marketing Partner expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the Marketing Partner shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents and instrumentalities as herein provided.

ARTICLE 18. INSURANCE

(a) The Marketing Partner shall furnish to Office of Management and Budget, 111 NW First Street, 22nd Floor, Miami, Florida, 33128, Certificate(s) of Insurance which indicate that insurance coverage has been obtained which meets the requirements as outlined below:

(i) Worker's Compensation Insurance for all employees of the Contractor as required by Florida Statute 440.

(ii) Commercial General Liability Insurance on a comprehensive basis in an amount not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage. Coverage must include Advertising Liability. Miami-Dade County must be shown as an additional insured with respect to this coverage.

(iii) Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work, in an amount not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage.

(b) All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida, with the following qualifications:

(i) The company must be rated no less than “A-” as to management, and no less than “Class VII” as to financial strength, by Best’s Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the approval of the County Risk Management Division.

or

(ii) The company must hold a valid Florida Certificate of Authority as shown in the latest “List of All Insurance Companies Authorized or Approved to do Business in Florida” issued by the State of Florida Department of Financial Services.

(c) NOTE: CERTIFICATE HOLDER MUST READ

MIAMI-DADE COUNTY
111 NW 1ST STREET
SUITE 2340
MIAMI, FL 33128

ARTICLE 19. MANNER OF PERFORMANCE

(a) The Marketing Partner shall provide the Services described herein in a commercially reasonable manner and in accordance with the terms and conditions of this Agreement. The County shall be entitled to commercially reasonable performance of all Services described herein and to reasonable cooperation by the Marketing Partner in all aspects of the Services. At the request of the County, the Marketing Partner shall promptly remove from the Project any Marketing Partner’s employee, Subcontractor, or any other individual performing Services hereunder whom the County determines in its reasonable discretion to be detrimental to the County, to the Services or to the work environment. Removal and replacement of any Marketing Partner’s personnel as used in this Article shall not require the termination and or demotion of such Marketing Partner’s personnel.

(b) The Marketing Partner agrees that at all times it will employ, maintain and assign to the performance of the Services, in its sole discretion, a sufficient number and competency of personnel to meet the requirements to which reference is hereinafter made.

(c) The Marketing Partner and County shall cooperate with each other and coordinate their respective work efforts to most effectively and efficiently maintain the progress in performing the Services.

ARTICLE 20. COUNTY APPROVAL

(a) The design and integration of the Smart County Solutions, including the selection of hardware, software, wireless access and communications services, have been approved by the Project Manager or his/her designee for deployment of the Smart County Solution in accordance with this Agreement. Thereafter, with respect to the design of the Smart County Solutions, the Marketing Partner will be permitted to make any and

all changes and/or modifications reasonably required to accommodate changes in technology, functional or aesthetic requirements; provided, however, that any changes or modifications resulting in material increases and/or decreases in costs or requirements from the County (e.g., material additional power or maintenance requirements) shall require approval from the County, which approval shall not be unreasonably withheld, delayed or conditioned. Contractor will install on the CME Devices, at no charge to the County, any software patches, bug fixes and or modifications that Contractor makes generally available to its other similarly situated customers. Any such improvements, upgrades, or modifications shall become part of the licensed software for purposes of this Agreement.

(b) In addition to any other authorizations set forth herein, the Mayor or Mayor's Designee is authorized to exercise authority on behalf of the County under the following sections:

(i) ARTICLE 22(b)

(ii) ARTICLE 22(c)

(iii) ARTICLE 47(e)

(c) In addition to any other authorizations set forth herein, the Project Manager is authorized to exercise authority on behalf of the County under the following sections:

(i) ARTICLE 20(a)

(ii) ARTICLE 21(a)

(iii) ARTICLE 45(b)

(iv) ARTICLE 47(e)

ARTICLE 21. INDEPENDENT MARKETING PARTNER RELATIONSHIP

(a) The Marketing Partner is, and shall be, in the performance of all Work, Services and activities under this Agreement, an independent contractor, and not an employee, agent or servant of the County. All persons engaged in any of the Work or Services performed pursuant to this Agreement shall at all times, and in all places, be subject to the Marketing Partner's sole direction, supervision and control. The Marketing Partner shall exercise control over the means and manner in which it and its employees perform the Work, and in all respects the Marketing Partner's relationship and the relationship of its employees to the County shall be that of an independent contractor and not as employees and agents of the County.

(b) The Marketing Partner does not have the power or authority to bind the County in any promise, agreement or representation other than specifically provided for in this Agreement.

ARTICLE 22. AUTHORITY OF THE PROJECT MANAGER

(a) The Marketing Partner must, in the final instance, seek to resolve every difference concerning the Agreement with the Project Manager. In the event that the Marketing Partner and the Project Manager are unable to resolve their difference, the Marketing Partner may initiate a dispute in accordance with the procedures set forth in this ARTICLE 22. Exhaustion of these procedures shall be a condition precedent to any lawsuit permitted hereunder.

(b) In the event any such dispute is not resolved with the Project Manager, the parties to this Agreement authorize the County Mayor or his/her designee, who may not be the Project Manager or anyone associated with this Project, acting personally, to decide all questions arising out of, under, or in connection with, or in any way related to or on account of the Agreement (including, but not limited to claims in the nature of breach of contract, fraud or misrepresentation arising either before or subsequent to execution hereof). The decision of the County Mayor or his/her designee, as applicable, with respect to matters within the County Mayor's purview as set forth above will be binding on the parties, subject, in all events, to ARTICLE 22(e) hereof.

(c) The County Mayor or designee may base this decision on such assistance as may be desirable, including advice of experts, but in any event shall base the decision on an independent and objective determination of whether Marketing Partner's performance or any Deliverable meets the requirements of this Agreement and any specifications with respect thereto set forth herein.

(d) The effect of any decision shall not be impaired or waived by any negotiations or settlements or offers made in connection with the dispute, whether or not the County Mayor participated therein, or by any prior decision of others, which prior decision shall be deemed subject to review, or by any termination or cancellation of the Agreement. All such disputes shall be submitted in writing by the Marketing Partner to the County Mayor for a decision, together with all evidence and other pertinent information in regard to such questions, in order that a fair and impartial decision may be made. Whenever the County Mayor is entitled to exercise discretion or judgment or to make a determination or form an opinion pursuant to the provisions of this this ARTICLE 22, such action shall be fair and impartial when exercised or taken. The County Mayor, as appropriate, shall render a decision in writing and deliver a copy of the same to the Marketing Partner.

(e) Except as such remedies may be limited or waived elsewhere in the Agreement, Marketing Partner reserves the right to pursue any remedies available under law or in equity after exhausting the provisions of this this ARTICLE 22.

ARTICLE 23. MUTUAL OBLIGATIONS

(a) This Agreement, including attachments and appendices to the Agreement, shall constitute the entire Agreement between the parties with respect hereto and supersedes all previous communications and representations or agreements, whether written or oral, with respect to the subject matter hereto unless acknowledged in writing by the duly authorized representatives of both parties.

(b) Nothing in this Agreement shall be construed for the benefit, intended or otherwise, of any third party that is not a parent or subsidiary of a party or otherwise related (by virtue of ownership control or statutory control) to a party.

(c) In those situations, where this Agreement imposes an indemnity obligation on the Marketing Partner, the County may, at its expense, elect to participate in the defense if the County should so choose. Furthermore, the County may at its own expense defend or settle any such claims if the Marketing Partner fails to diligently defend such claims, and thereafter seek indemnity for costs from the Marketing Partner.

ARTICLE 24. QUALITY ASSURANCE AND RECORD KEEPING

The Marketing Partner shall maintain, and shall require that its Subcontractors and suppliers maintain, complete and accurate records to substantiate compliance with the requirements set forth in the Scope of Services. The Marketing Partner and its Subcontractors and suppliers, shall retain such records, and all other

documents relevant to the Services furnished under this Agreement for a period of three (3) years from the expiration date of this Agreement and any extension thereof.

ARTICLE 25. CONSENT OF THE COUNTY REQUIRED FOR ASSIGNMENT

(a) The Marketing Partner shall not assign, transfer, convey or otherwise dispose of this Agreement, including its rights, title or interest in or to the same or any part thereof without the prior written consent of the County, which consent shall not be unreasonably withheld; provided, however, that consent shall not be required in connection with: (i) a change of control of Marketing Partner; (ii) in connection with the assignment, transfer or conveyance of the Agreement, or any of Marketing Partner's rights, title or interest in or to the same or any part thereof, to any affiliate of Marketing Partner or to a successor in interest of Marketing Partner in connection with a merger, acquisition, reorganization, consolidation or sale of all or substantially all of Marketing Partner's assets to which this Agreement relates; or (iii) in connection with any security interest, mortgage or assignment of this Agreement or any assets of Marketing Partner in connection with a financing transaction undertaken by Marketing Partner. It is agreed that all terms and conditions of this Agreement shall extend to and be binding on assignees and other successors as may be approved by the County. It is agreed that all terms and conditions of this Agreement shall extend to and be binding on assignees and other successors as may be approved by the County.

(b) All covenants, conditions, agreements, and undertakings contained in this Agreement shall extend to and be binding on the respective successors and assigns of the respective parties hereto, the same as if they were in every case named and expressed.

ARTICLE 26. SUBCONTRACTUAL RELATIONS

(a) If the Marketing Partner will cause any part of this Agreement to be performed by a Subcontractor, the Marketing Partner will not be in any manner thereby discharged from its obligations and liabilities hereunder, but will be liable hereunder for all acts and negligence of the Subcontractor, its officers, agents, and employees, as if they were employees of the Marketing Partner. The Services performed by the Subcontractor will be subject to the provisions hereof as if performed directly by the Marketing Partner.

(b) The Marketing Partner, before making any subcontract for any portion of the Services, will: (i) state in writing to the County the name of the proposed Subcontractor; (ii) the portion of the Services which the Subcontractor is to perform; (iii) the place of business of such Subcontractor; and (iv) such other information as the County may reasonably request.

(c) All Subcontractors are required to protect the confidentiality of the County's proprietary and Confidential Information as set forth in ARTICLE 41.

(d) The County acknowledges that Marketing Partner intends to subcontract with the companies set forth on Appendix C hereof and the County hereby approves the companies set forth on Appendix C hereof as approved Subcontractors under the requirements of this ARTICLE 26 and Marketing Partner is deemed to have met the requirements hereof.

ARTICLE 27. TERMINATION FOR CAUSE/DEFAULT

(a) In addition to other causes, the occurrence of any of the following (each, an "Event of Default") may cause, at the County's discretion, this Agreement to be terminated subject to ARTICLE 28:

- (i) Abandonment by Marketing Partner and discontinuance of operations hereunder.
- (ii) Institution of proceedings in voluntary bankruptcy or reorganization by the Marketing Partner.
- (iii) Institution of proceedings in involuntary bankruptcy against the Marketing Partner if such proceedings continue for a period of one hundred and eighty (180) days.
- (iv) Assignment by Marketing Partner for the benefit of creditors.
- (v) Failure to cease any activity which may cause limitation of the County's use of County Assets.
- (vi) The Marketing Partner has materially breached any material obligation under this Agreement.
- (vii) The Marketing Partner knowingly attempts to meet its contractual obligation with the County through fraud, misrepresentation or material misstatement.

(b) The foregoing notwithstanding, any individual, corporation or other entity which attempts to meet its contractual obligations with the County through fraud, misrepresentation or material misstatement may be debarred from County contracting for up to five (5) years in accordance with the County debarment procedures. The Marketing Partner may be subject to debarment for failure to perform and all other reasons set forth in Section 10-38 of the County Code.

(c) CME Devices At Termination.

(i) At the expiration of this Agreement or upon termination of this Agreement by CIVIQ as a result of the County's breach, all CME Devices deployed in connection with the CIVIQ Smart County Solution, shall become County property and the County shall pay Marketing Partner the then-current fair market value of such CME Devices.

(ii) Upon termination of this Agreement by the County as a result of CIVIQ's breach, (x) all CME Devices other than CIVIQ SmartScape Devices deployed in connection with the CIVIQ Smart County Solution, shall become County property and the County shall pay Marketing Partner the then-current fair market value of such CIVIQ SmartScape Devices; and (y) with respect to any CIVIQ SmartScape Devices deployed in connection with the CIVIQ Smart County Solution, the County will have the option to purchase such CIVIQ SmartScape Devices at the then-current fair market value of such CIVIQ SmartScape Devices. If the County elects not to purchase the CIVIQ SmartScape Devices, CIVIQ shall, at its election, either remove such CIVIQ SmartScape Devices from the County's property and return such property to its original condition at CIVIQ's expense, or transfer title to such CIVIQ SmartScape Devices to the County at no cost to either party for disposition by the County in whatever manner is deemed in the best interest of the County.

(iii) For the purpose of such fair market value, the parties shall select a mutually agreeable independent appraiser to compute the purchase price in accordance with industry practice and standards. If the parties cannot agree on an appraiser in ten (10) days, the parties will seek an appraiser from the American Arbitration Association. The appraiser shall be instructed to make the appraisal as expeditiously as possible, but in no more than sixty (60) days, and shall submit to both parties a written

appraisal. The appraiser shall be afforded reasonable access to the Marketing Partner's books and records, as necessary to make the appraisal. The parties shall share equally the costs and expenses of the appraiser.

(d) At the termination of this Agreement, the Marketing Partner shall remove all of the Marketing Partner's property (other than the CME Devices to be purchased by the County under ARTICLE 27(c)) forthwith unless such property is acquired by the County or the County's designated replacement contractor. Any property of the Marketing Partner not removed in accordance with this ARTICLE 27 will be removed by the County and placed in County storage at the cost of the Marketing Partner. Failure on the part of the Marketing Partner to reclaim its property within thirty days from the date of termination shall constitute a gratuitous transfer of title to the County for whatever disposition is deemed in the best interest of the County.

(e) The termination of this Agreement, for any reason whatsoever shall not relieve the Marketing Partner of its obligation to make any payments which are due and unpaid at the time of such termination.

(f) In the event that the County exercises its right to terminate this Agreement, the Marketing Partner shall, unless the default is cured in accordance with ARTICLE 28 or as otherwise directed by the County:

- (i) stop Work on the date specified in the notice (the "**Effective Termination Date**");
- (ii) cancel orders for products and Services not yet delivered to the extent reasonably practicable; and
- (iii) take no action which will increase the amounts payable by the County under this Agreement.

ARTICLE 28. NOTICE OF DEFAULT - OPPORTUNITY TO CURE

If an Event of Default occurs in the determination of the County, the County will so notify the Marketing Partner ("**Default Notice**"), specifying the basis for such default, and advising the Marketing Partner that such default must be cured or this Agreement with the County may be terminated. Notwithstanding, the County will allow the Marketing Partner to rectify the default to the County's reasonable satisfaction within a thirty (30) day period. The County, in its sole discretion, may grant an additional period of such duration as the County shall deem appropriate without waiver of any of the County's rights hereunder, so long as the Marketing Partner has commenced curing such default and is effectuating a cure with diligence and continuity during such thirty (30) day period or any other period which the County prescribes. The Default Notice shall specify the Effective Termination Date by which the Marketing Partner shall discontinue the Services, which date shall not be less than thirty (30) days following Marketing Partner's receipt of the Default Notice.

ARTICLE 29. SEVERABILITY

If this Agreement contains any provision found to be unlawful, the same shall be deemed to be of no effect and shall be deemed stricken from this Agreement without affecting the binding force of this Agreement.

ARTICLE 30. COMMITMENT OF CME DEVICES & LOCATIONS

(a) The County and the Marketing Partner will select an initial list, to be mutually agreed upon by the County and the Marketing Partner subject to ARTICLE 30(b) below, of (i) up to three hundred (300)

locations (but no fewer than one hundred fifty (150) locations) in which to deploy CIVIQ SmartScape Devices (“**SmartScape Locations**”), (ii) up to one thousand ninety-nine (1,099) County Vehicles ((Metrobus, Metrorail and Metromover) on which to deploy Mobile Access Devices (“**Mobile Locations**”), and (ii) up to fifty-one (51) locations on which to deploy Stationary Access Devices (“**Stationary Locations**”, and collectively “**Locations**”). The number and types of CME Devices to be deployed is set forth in Appendix A. Any modifications to the selected Locations must be mutually agreed upon by the County and the Marketing Partner.

(b) Not later than forty-five (45) days following the Effective Date, the Marketing Partner will provide a proposed list of intended Locations for CME Devices in accordance with ARTICLE 30(a) for the initial Deployment of the CIVIQ Smart County Solution. Within ninety (90) days following receipt of Marketing Partner’s list of proposed Locations, the County and the Marketing Partner will refine and agree to the final list of Locations for the deployment of the CME Devices (the “**Initial Locations**”), provided, however, that if the County rejects a Location proposed by the Marketing Partner, the parties will work together in good faith to identify an acceptable alternate location.

(c) If any SmartScape Location is next to an existing bus shelter or bench with an advertisement panel, the CIVIQ SmartScape Device will be placed on the side of the shelter or bench farthest from the advertising panel and a minimum of five (5) feet away from the shelter to avoid obscuring the existing advertising panel.

(d) All installation of CME Devices shall be accomplished in accordance with County permitting requirements, applicable municipal requirements, other applicable State law, Federal law, City code, County code, and any and all other State or local rules or regulations.

(e) Before, during or after deployment of a CME Device, any subsequent modification, relocation, transferring, or any variation thereof may be mutually agreed by the parties. The Marketing Partner shall not alter or modify the Locations without first obtaining written approval from the County, which permission will not be unreasonably withheld, conditioned or delayed.

(f) Unless otherwise agreed upon in writing by the County, the Marketing Partner secure and pay for all licenses, permits, and approvals from, in connection with or related to Florida Power and Light Company (or its parent company, NextEra Energy, Inc.), the Florida Department of Transportation, the Dante B. Fascell Port of Miami/PortMiami and Miami International Airport that may be necessary for the design, construction, installation, operation, management, use and operation of the CME Devices at each Location, in each case prior to scheduled deployment of CME Devices in such Location in accordance with the deployment project plan. The Marketing Partner will take all necessary steps to maintain such licenses, permits and approvals and obtain any additional licenses, permits and approvals from the foregoing entities in connection with the design, construction, installation, operation, management, use and operation of the County Assets and the CME Devices at the Locations during the Term. Upon the request of the Marketing Partner, the County will work together with the Marketing Partner in good faith to assist in obtaining of any such permits in an expeditious manner. The County and Marketing Partner will maintain written evidence of such licenses, permits and approvals and, to the extent necessary, provide such written evidence to one another as soon as reasonably practicable during the Term.

(g) Notwithstanding the Marketing Partner’s right to use the applicable Location and for the purposes specified in this Agreement, to the extent of Marketing Partner’s access to or control over such Location, Marketing Partner shall not knowingly suffer or permit the applicable Location or any part thereof to be used in any manner, or anything to be done therein, or suffer or permit anything to be brought into or kept

therein, which would in any way (i) violate any legal requirements or insurance requirements; (ii) cause structural injury to the Location or any part thereof; (iii) constitute a public or private nuisance; (iv) impair the appearance of the any applicable structure; (v) materially impair or interfere with the regular operations of any building where any applicable structure is located; (vi) impair or interfere with the physical convenience of any of the occupants of any building where any applicable structure is located; or (vii) impair any of the Marketing Partner's other obligations under this Agreement.

(h) The Marketing Partner will assess, repair and update the hardware components of deployed CME Devices on the schedule set forth in Appendix A, or, as applicable, as agreed between the County and the Marketing Partner in connection with any Additional Deployment (each, "Technology Refresh"). The County acknowledges and agrees that the Technology Refresh is intended to be a refresh and replacement of hardware components that, in the Marketing Partner's sole discretion, typically decline over the course of usage, rather than a deployment of new and unique technology or functionality not previously provided under the terms of this Agreement and that Marketing Partner is under no obligation to provide new functionality in connection with a Technology Refresh.

ARTICLE 31. ADDITIONAL DEPLOYMENTS

During the Term, the County and the Marketing Partner may agree, upon mutual written agreement, to deploy CME Devices at additional Locations in excess of the Initial Locations contemplated in ARTICLE 30 (each such collection of additional Locations, an "Additional Deployment"), provided that the County and Marketing Partner shall agree in writing as to: (i) an estimated timeline for the such Additional Deployment, including the applicable Revenue Activation Date; (ii) annual/monthly revenue projection; and (iii) when, if at all, a Technology Refresh shall be available for such Additional Deployment.

ARTICLE 32. ADVERTISING CONTENT

(a) All displays of third party advertisements or third party content associated with this Agreement are for the purpose of generating revenue or providing information services to its citizens, and are not intended to in any way create any type of public forum for expression. All advertisements shall be commercial in nature, promoting a product or service. However, the following are prohibited in connection with all Advertising:

(i) No advertising materials or content shall be permitted which is detrimental to the aims, operations, purposes, goals, or reputation of the County.

(ii) No advertising materials or content shall be allowed that includes advertisement or tobacco products (including e-cigarettes); x-rated movies, adult book stores, massage parlors, pawn shops, tattoo parlors, or check cashing stores.

(iii) No advertising for alcoholic beverages, as defined by Section 561.01 of Florida Statutes, shall be within one-quarter mile of the following:

(a) Any type of public or private school including pre-schools, elementary schools, middle schools, high schools, colleges and universities.

(b) Houses of worship including churches, synagogues, temples, and mosques.

(c) Hospitals or addiction treatment centers.

(iv) No advertising materials or content shall be displayed that contains material that is discriminatory, libelous, lascivious, or obscene as defined in Florida Statutes 847.001 (Crimes).

(v) No political campaign advertising.

(vi) Exceptions to the non-commercial speech restriction are public service announcements promoting County sponsored facilities, events or activities.

(b) The County Mayor may impose restrictions on Advertising in addition to those set forth in ARTICLE 32(a) after good faith consultation with the Marketing Partner on the scope of any such restriction; provided, however, that Marketing Partner will be permitted to complete any contractual Advertising commitments already in place prior to the imposition of such new restrictions, subject in all respects to the obligations of ARTICLE 32(c).

(c) If the County Mayor determines, in the exercise of its reasonable judgement, that particular Advertising on a CME Device poses a danger to the reputation of the County or to the public welfare (e.g., Advertising that the County determines is likely to incite violence), promptly following receipt of written notice (which may be provided by email), the Marketing Partner will promptly remove such Advertising.

(d) If the County Mayor reasonably determines that any Advertising is in violation of the restrictions contained in this ARTICLE 32, the Marketing Partner shall remove such Advertising from the CME Devices, at its sole cost and expense, within three (3) days following receipt of written demand. Any Advertising previously approved, which may subsequently be considered objectionable by the County Mayor shall likewise be removed. If the County Mayor requires the removal of previously approved advertisements, Marketing Partner shall be entitled to withhold from any fees payable to the County under ARTICLE 8 any reasonable production costs incurred. Marketing Partner shall provide written documentation verifying production costs and production expenditures.

(e) The Marketing Partner will be responsible for consulting with municipal rules and regulations to ensure that the advertising standards of the local communities are being observed where applicable.

ARTICLE 33. COMMON AREAS AND UTILITIES

(a) “Common Areas” means all areas, space, equipment and special services provided by the County on or off the land occupied by any building where a Location is located, for the common or joint use or benefit of marketing partners, their employees, agents, customers, invitees and licensees, including but not limited to, open and enclosed spaces, landscaped and planted areas, and the equipment and facilities appurtenant to each of the aforesaid. Access to Common Areas by Marketing Partner, its affiliates and/or Subcontractors is strictly prohibited unless prior approval is granted by, and arrangements made with the County.

(b) County is responsible for ensuring that all necessary utility lines and services (including internet service) are brought to the building housing any Location. Where access to the County’s internet fiber connection and service is available at or near a Location, Marketing Partner may access such fiber connection and service.

(c) Marketing Partner shall be responsible for all costs of installation and access to such County fiber connection (including installation of wiring, conduit and related costs) and shall reimburse County’s costs at an agreed rate not to exceed twenty-five (\$25.00) per month per CME Device connected to County’s fiber for bandwidth and Internet Service Provider related expenses. Marketing Partner shall be responsible for all

recurring cellular fees. Marketing Partner will be responsible for all electrical line metering and installation at the Marketing Partner's expense. Marketing Partner shall not place (or cause to place) any unreasonable load or burden on the capacity of the applicable building systems and utility lines as determined either by the public utility providing such service or by the County in the exercise of reasonable judgment. Marketing Partner shall make all repairs caused by Marketing Partner's negligence. The Marketing Partner shall be responsible for all costs required to support the project implementation.

ARTICLE 34. FORCE MAJEURE

If the Marketing Partner is delayed or unable to perform its Work or Services under this Agreement as a result of causes beyond its reasonable control and without the fault or negligence of the Marketing Partner including, but not limited to, strike or work stoppage, labor unrest, war or act of war (whether an actual declaration of war is made or not), terrorism, insurrection, riot, injunction, failure of financial markets affecting Marketing Partner's ability to obtain project financing, a challenge (by an entity other than the Marketing Partner or its affiliates) to the County's authority to enter into this Agreement or to take any governmental action necessary to allow Marketing Partner to perform its obligations under the Agreement, fire, flood, similar severe weather related event, or similar act of providence, delay in a decision by a County agency or office, or outages of power, utilities or communications facilities ("**Force Majeure**"), Marketing Partner shall be excused from performance under this Agreement for so long as such Force Majeure event is in effect and shall not be in default in respect of any obligation hereunder to the extent that the failure to perform such obligation is due to such Force Majeure event.

ARTICLE 35. REPAIR AND MAINTENANCE RESPONSIBILITIES

During the Term, Marketing Partner will conduct regular inspections of each Location and CME Device under a routine maintenance and preventive schedule in accordance with the Service Level Agreement set forth in Appendix B. Without limiting the foregoing, Marketing Partner shall assume all risk of loss for the CME Devices not caused by the County, its employees, agents, or contractors and shall repair or restore any vandalized, damaged or destroyed CME Devices in Marketing Partner's discretion and at Marketing Partner's expense. Without limiting the foregoing, during the Term, County shall notify Marketing Partner after discovering any maintenance deficiency which Marketing Partner is responsible for resolving and Marketing Partner shall provide the necessary maintenance in accordance with the Service Level Agreement set forth in Appendix B, subject, in all cases, to the availability of the Location. In making such repairs, alterations, and additions, the Marketing Partner shall take such reasonable measures as are necessary to minimize interference with the County's operations of the Location where the affected CME Device is located.

ARTICLE 36. INSPECTION BY COUNTY

The County shall have the authority to make periodic reasonable visual inspections of the CME Devices installed at the Locations during the normal operating hours thereof to determine if such are being maintained. Such periodic inspections may also be made at the County's discretion to determine whether the Marketing Partner is operating in compliance with the terms and provisions of this Agreement.

ARTICLE 37. REPAIR, ALTERATIONS AND ADDITIONS BY THE COUNTY

(a) The County at its sole discretion and expense (except if the damage is caused by the Marketing Partner, its employees, agents or subcontractors) may make repairs and replacements structure and otherwise necessary or desirable in order to keep in good order and repair the foundations, roofs and structural soundness of floors and walls of the buildings, structures (other than the CME Devices) or County Vehicles where the

Mobile Access Devices are deployed. The County shall have the absolute right to make repairs, alterations, and additions to any County assets and facilities. In making such repairs, alterations, and additions, the County shall take reasonable measures to minimize interference with Marketing Partner's operations of the CME Devices and to minimize the inconvenience and injury to Marketing Partner's business. In no event shall the County be liable to the Marketing Partner for damages related to lost revenues or due to any damage, repair or replacement of any County building, structure or vehicle.

(b) If vehicular or foot traffic on the primary highways and/or other public access ways or roadways to which a CIVIQ SmartScape Device is oriented, is diverted, or is rerouted or such CIVIQ SmartScape Device is obstructed from view or access as a result of public or private construction or damage to infrastructure as a result of County's exercise of its rights under ARTICLE 37(a) (other than due to Marketing Partner's actions or negligence), resulting in a negative impact on Gross Receipts from such CIVIQ SmartScape Device, then the Marketing Partner and the County will mutually agree on the relocation of the CIVIQ SmartScape Device to a new commercially viable Location providing revenue opportunities comparable to that of the original Location prior to the introduction of the impairment. Marketing Partner will be entitled to withhold from any fees payable to the County under ARTICLE 8 any reasonable costs incurred in connection with any such relocation.

ARTICLE 38. LIABILITY FOR DAMAGE OR INJURY

(a) The County shall not be liable to the Marketing Partner for damage or injury which may be sustained by any party or persons on the property where CME Devices are located other than the damage or injury solely caused by the negligence or intentional actions of the County, its agents and employees while in the course of County business, or by or in connection with any County Content, and as limited by Section 768.28, Florida Statutes.

(b) Notwithstanding anything to the contrary in this Agreement, Marketing Partner shall have no liability for, related to or in connection with: (i) any County Content, including, without limitation, any breach or hacking or unauthorized access of any County system, data collected and/or maintained by the County or otherwise in connection with any County Content; (ii) the use of any County Content or any interactive components of the Smart County Solutions by the public, third parties or the County; or (iii) damage or injury sustained by any party or persons on the property where CME Devices are located other than the damage or injury solely caused by the negligence or intentional actions of Marketing Partner, its agents and employees while in the course of Marketing Partner's business.

ARTICLE 39. NO LIABILITY FOR PERSONAL PROPERTY

All personal property placed or moved in the locations above described shall be at the risk of Marketing Partner or the owner thereof. The County shall not be liable to Marketing Partner or any third party for any damage to said personal property unless caused by or due to negligence of the County, the County's agents or employees, subject to all limitations of Florida Statutes, Section 768.28.

ARTICLE 40. PATENT AND COPYRIGHT INDEMNIFICATION

(a) The Marketing Partner shall not knowingly infringe on any copyrights, trademarks, service marks, trade secrets, patent rights, other intellectual property rights or any other third party proprietary rights in the performance of the Work, provided that the foregoing shall not be applicable to any County Content, even in the event that Marketing Partner utilizes County Content in the performance of the Work or the Deliverables or in connection with the Smart County Solutions.

(b) The Marketing Partner warrants that, to the best of its knowledge, all Deliverables furnished hereunder, including but not limited to: equipment, programs, documentation, software, analyses, applications, methods, ways, processes, and the like, do not infringe upon or violate any copyrights, trademarks, service marks, trade secrets, patent rights, other intellectual property rights or any other third party proprietary rights, provided that the foregoing shall not be applicable to any County Content, even in the event that County Content is integrated into or used in connection with any Deliverables or Smart County Solutions.

(c) The Marketing Partner shall be liable and responsible for any and all claims made against the County for infringement of patents, copyrights, service marks, trade secrets or any other third party proprietary rights, by the use or supplying of any programs, documentation, software, analyses, applications, methods, ways, processes, and the like, in the course of performance or completion of, or in any way connected with, the Work, or the County's continued use of the Deliverables furnished hereunder, except to the extent related to or in connection with County Content, including, without limitation, County Content that is integrated into or used in connection with any the Smart County Solution.

(d) Accordingly, the Marketing Partner at its own expense, including the payment of attorney's fees, shall indemnify, and hold harmless the County and defend any action brought by a third party against the County with respect to any claim, demand, cause of action, debt, or liability alleging that any Deliverables or the County's use of such Deliverables as permitted hereunder, infringes the patents, copyrights, service marks, trade secrets or any proprietary rights of any other person except to the extent related to or in connection with County Content, including, without limitation, County Content that is integrated into or used in connection with the Smart County Solution; provided, however, that:

(i) the County shall provide the Marketing Partner with prompt written notice of any claim for which the County is seeking or may seek indemnification, but the omission of such notice shall not relieve the Marketing Partner from any liability in respect of such claim except to the extent the Marketing Partner prejudiced and damaged by such failure or delay; and,

(ii) the Marketing Partner shall have the sole right to control the defense and disposition of all such claims, provided that the County shall have the right to be represented in any suit or action by counsel of its selection at its own expense. The County shall provide Marketing Partner, at the Marketing Partner's expense, with such information and assistance as the Marketing Partner may reasonably request to help the Marketing Partner to defend such claim. Neither party shall enter into any settlement, consent judgment, or other voluntary final disposition of a claim eligible for indemnification without the other party's prior written consent, which shall not be unreasonably withheld. The Marketing Partner will not be responsible for any settlement, consent judgment, or other voluntary disposition made by County of a claim eligible for indemnification without the Marketing Partner's prior written permission.

(e) In the event any Deliverable or anything provided to the County hereunder, or portion thereof is held to constitute an infringement or misappropriation or becomes, or in Marketing Partner's opinion is likely to become, the subject of a claim of infringement or misappropriation, the Marketing Partner may, at the Marketing Partner's option (i) modify, or require that the applicable Subcontractor or supplier modify, the alleged infringing item(s) at its own expense, without materially impairing respect the functionality or performance of the item(s), or (ii) procure for the County, at the Marketing Partner's expense, the rights provided under this Agreement to use the item(s). If, Marketing Partner's reasonable opinion, neither (i) nor (ii) are commercially feasible, Marketing Partner shall remove such Deliverable from the Smart County Solution and the County shall cease any further use of such Deliverable.

(f) Marketing Partner may, at its discretion, remove any County Content or decline to integrate, incorporate, configure or connect any County Content from or in connection with any Deliverables or the Smart County Solution in the event any County Content, or portion thereof is held to constitute an infringement or misappropriation or becomes, or in Marketing Partner's opinion is likely to become, the subject of a claim of infringement or misappropriation, or is or may constitute a violation of the rights of any third party, or its use is or may be enjoined.

ARTICLE 41. CONFIDENTIALITY

(a) Each party (the "**Disclosing Party**") may disclose or grant to the other party (the "**Receiving Party**") access to information that Disclosing Party (or its subcontractors or licensors) considers confidential or proprietary, including, without limitation, financial information, documentation, inventions, designs and methods and other information which (i) if in tangible form or other media that can be converted to readable form, is clearly marked as proprietary, confidential or private when disclosed, (ii) if oral or visual, is identified as proprietary, confidential, or private at the time of disclosure, or (iii) is of a nature or is disclosed under circumstances such that a reasonable person would consider it confidential (collectively, "**Confidential Information**").

(b) For the avoidance of doubt, the parties agree and acknowledge that all information related to third party content and advertisements, including any data collected by the Marketing Partner in connection with the Smart County Solutions, shall be owned by and constitute Confidential Information of the Marketing Partner under this Agreement. County expressly acknowledges that the Marketing Partner may disclose to the County or grant access to the County to Confidential Information belonging to Subcontractors or third party licensors, which shall be treated as Confidential Information of Marketing Partner under the terms of this Agreement. The Marketing Partner shall advise each of its employees, agents, Subcontractors and suppliers who may be exposed to Confidential Information of the County of their obligation to keep such information confidential under the terms of this Agreement.

(c) A Disclosing Party's Confidential Information shall not include information that (i) is or becomes part of the public domain through neglect or omission of a Receiving Party; (ii) was in the Receiving Party's lawful possession prior to the disclosure and had not been obtained by the Receiving Party from the Disclosing Party; (iii) is disclosed to the Receiving Party by a third party not known to the Receiving Party, following reasonable inquiry, to be subject to an obligation of non-disclosure with respect to such information; or (iv) is independently developed by the Receiving Party without use of or reference to the Disclosing Party's Confidential Information.

(d) Receiving Party agrees to hold in confidence and not to disclose or reveal to any person or entity the Disclosing Party's Confidential Information, and not to use Disclosing Party's Confidential Information for any purpose other than as permitted under this Agreement. Receiving Party may disclose Confidential Information of the Disclosing Party if required by law or judicial, arbitral or governmental order or process, provided the Receiving Party gives the Disclosing Party prompt written notice of such requirement, reasonably co-operates (at the Disclosing Party's expense) with the Disclosing Party's efforts to obtain a protective order or other appropriate relief, and discloses only the Confidential Information required to be disclosed under such law, order or process.

(e) The parties agree to return to each other, or to destroy upon written request of the other party, any and all Confidential Information received pursuant to this Agreement, together with all copies that may have been made, promptly upon request of the other party or, if not requested earlier, upon completion of the

Transaction or termination of this Agreement. Upon destruction of Confidential Information or any copies thereof, the party accomplishing such destruction shall certify in writing to the other party that such destruction has occurred.

(f) Receiving Party acknowledges and agrees that, due to the unique nature of Confidential Information, there can be no adequate remedy at law for breach of this ARTICLE 41 and that such breach would cause irreparable harm to the Disclosing Party. The Disclosing Party shall thus be entitled to seek immediate injunctive relief, in addition to whatever other remedies it might have at law or in equity, in the event of an actual or threatened breach of this ARTICLE 41 by the Receiving Party.

ARTICLE 42. PROPRIETARY RIGHTS

(a) As between the Marketing Partner and the County, all rights, title and interest in and to inventions, ideas, designs and methods, specifications and other documentation related thereto provided to County or developed in connection with this Agreement remain property of the Marketing Partner. The Marketing Partner and its Subcontractors and suppliers hereunder shall retain all proprietary rights in and to all intellectual property provided to the County hereunder and the County shall have no right, title or interest in or right to use any such intellectual property other than as expressly set forth herein. As between the Marketing Partner and the County, Marketing Partner owns all right, title and interest in and to all data collected in connection with the use and performance of the Smart County Solutions, including from end users of the Smart County Solutions. Marketing Partner reserves all rights not expressly granted to County under this Agreement.

(b) Marketing Partner grants to the County (i) a limited right during the Term to access the CME Platform, to use the proprietary software installed on the CME Devices, in each case solely in connection with the operation of the Smart County Solution, and (ii) a perpetual license to use data collected under this Agreement during the Term in connection with the use of the Smart County Solutions, including from end users of the Smart County Solutions.

ARTICLE 43. PUBLIC RECORDS DISCLOSURES

(a) By entering into this Agreement, the Marketing Partner acknowledges that it is subject to and will comply with Chapter 119 Public Records Laws, Florida Statutes, as amended from time to time, to the extent applicable to the Marketing Partner's activities hereunder.

(b) The Marketing Partner has represented that the software and documentation provided under this Agreement are owned or licensed by it and are protected by applicable copyright laws. The Marketing Partner further represents that the software does constitute trade secrets of the Marketing Partner as the term "trade secrets" is defined in Section 812.081 of the Florida Statutes. The Marketing Partner claims exemption from disclosure of the software as provided under Chapter 119, Public Records Law, Florida Statutes. The County agrees prior to any disclosure of the software and/or documentation under the Public Records Law that the County will promptly notify the Marketing Partner of any request for disclosure so that the Marketing Partner may take such action or actions the Marketing Partner deems necessary to prevent such disclosure and/or to defend against or settle any suit or proceeding against the County for the failure to make disclosure of the software and/or documentation as provided under Chapter 119, Public Records Law, or other laws requiring disclosure by the County.

(c) In the event the Marketing Partner elects to prevent disclosure as above provided, the Marketing Partner agrees, at its own expense, to protect, defend and indemnify the County against any claim, demand, action, proceeding, loss, liability, cost and expense (including court costs and reasonable fees of attorneys)

incurred or suffered by the County as a result of any claim against the County for the failure to make disclosure of the software and/or documentation as provided under Chapter 119, Public Records Law, or other laws requiring disclosure by the County.

(d) Nondisclosure by the County shall not apply to information that: (i) is or becomes known to the public without fault or breach on the part of the County; or (ii) the Marketing Partner regularly discloses to third parties without restriction on disclosure.

ARTICLE 44. VENDOR REGISTRATION/CONFLICT OF INTEREST

(a) Vendor Registration. The Marketing Partner shall be a registered vendor with the County - Internal Services Department, Procurement Management Division, for the duration of this Agreement. In becoming a registered vendor with Miami-Dade County, the Marketing Partner confirms its knowledge of and commitment to comply with the following:

1. ***Miami-Dade County Ownership Disclosure Affidavit***
(Section 2-8.1 of the County Code)
2. ***Miami-Dade County Employment Disclosure Affidavit***
(Section 2-8-1(d)(2) of the County Code)
3. ***Miami-Dade Employment Drug-free Workplace Certification***
(Section 2-8.1.2(b) of the County Code)
4. ***Miami-Dade Disability and Nondiscrimination Affidavit***
(Section 2-8.1.5 of the County Code)
5. ***Miami-Dade County Debarment Disclosure Affidavit***
(Section 10.38 of the County Code)
6. ***Miami-Dade County Vendor Obligation to County Affidavit***
(Section 2-8.1 of the County Code)
7. ***Miami-Dade County Code of Business Ethics Affidavit***
(Section 2-8.1(i) and 2-11(b)(1) of the County Code through (6) and (9) of the County Code and Section 2-11.1(c) of the County Code)
8. ***Miami-Dade County Family Leave Affidavit***
(Article V of Chapter 11 of the County Code)
9. ***Miami-Dade County Living Wage Affidavit (Section 2-8.9 of the County Code)***
10. ***Miami-Dade County Domestic Leave and Reporting Affidavit***
(Article 8, Section 11A-60 11A-67 of the County Code)
11. ***Subcontracting Practices***
(Ordinance 97-35)

12. Subcontractor /Supplier Listing
(Section 2-8.8 of the County Code)

13. Environmentally Acceptable Packaging
(Resolution R-738-92)

14. W-9 and 8109 Forms
(as required by the Internal Revenue Service)

15. FEIN Number or Social Security Number

In order to establish a file, the Marketing Partner's Federal Employer Identification Number (FEIN) must be provided. If no FEIN exists, the Social Security Number of the owner or individual must be provided. This number becomes Marketing Partner's "County Vendor Number". To comply with Section 119.071(5) of the Florida Statutes relating to the collection of an individual's Social Security Number, be aware that the County requests the Social Security Number for the following purposes:

- Identification of individual account records
 - To make payments to individual/contractor for goods and services provided to Miami-Dade County
 - Tax reporting purposes
 - To provide a unique identifier in the vendor database that may be used for searching and sorting departmental records

16. Office of the Inspector General
(Section 2-1076 of the County Code)

17. Small Business Enterprises

The County endeavors to obtain the participation of all small business enterprises pursuant to Sections 2-8.2, 2-8.2.3 and 2-8.2.4 of the County Code and Title 49 of the Code of Federal Regulations.

18. Antitrust Laws

By acceptance of any contract, the Marketing Partner agrees to comply with all antitrust laws of the United States and the State of Florida.

(c) Conflict of Interest. Section 2-11.1(d) of Miami-Dade County Code requires that any County employee or any member of the employee's immediate family who has a controlling financial interest, direct or indirect, with Miami-Dade County or any person or agency acting for Miami, Dade County competing or applying for a contract, must first request a conflict of interest 'Opinion from the County's Ethics Commission prior to their or their immediate family member's entering into any contract or transacting any business through a firm, corporation, partnership or business entity in which the employee or any member of the employee's immediate family has a controlling financial interest, direct or indirect, with Miami-Dade County or any person or agency acting for Miami-Dade County. Any such contract or business engagement entered in violation of this subsection, as amended, shall be rendered voidable. For additional information, please contact the Ethics Commission hotline at (305) 579-2593.

ARTICLE 45. LOCAL, STATE, AND FEDERAL COMPLIANCE REQUIREMENTS

¹(a) Marketing Partner agrees to comply, subject to applicable professional standards, with the provisions of any and all applicable Federal, State and the County orders, statutes, ordinances, rules and regulations which may pertain to the Services required under this Agreement, including, to the extent applicable:

(i) Equal Employment Opportunity (EEO), in compliance with Executive Order 11246 as amended and applicable to this Agreement.

(ii) Miami-Dade County Florida, Department of Small Business Development Participation Provisions, as applicable to this Agreement. Marketing Partner has voluntarily agreed to hire local County residents where reasonably available, and will seek at least 15% participation from County Small Business Enterprise Firms for the total subcontracted work for support services where commercially reasonable. Once implemented, the solution will provide benefits across agreed transit assets and locations, and will have the ability to post County sponsored content including donations to support communities, foundations, or related services that may be helpful to County citizens as described in this Agreement.

(iii) Environmental Protection Agency (EPA), as applicable to this Agreement.

(iv) Miami-Dade County Code, Chapter 11A, Article 3. All contractors and Subcontractors performing Work in connection with this Agreement shall provide equal opportunity for employment without regard to race, religion, color, age, sex, national origin, sexual preference, disability or marital status. The aforesaid provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Marketing Partner agrees to post in a conspicuous place available for employees and applicants for employment, such notices as may be required by the Dade County Fair Housing and Employment Commission, or other authority having jurisdiction over the Work, setting forth the provisions of the nondiscrimination law.

(v) “Conflicts of Interest” Section 2-11 of the County Code, and Ordinance 01-199.

(vi) Miami-Dade County Code Section 10-38 “Debarment”.

(vii) Miami-Dade County Ordinance 99-5, codified at 11A-60 et. seq. of Miami-Dade Code pertaining to complying with the County’s Domestic Leave Ordinance.

(viii) Miami-Dade County Ordinance 99-152, prohibiting the presentation, maintenance, or prosecution of false or fraudulent claims against Miami-Dade County.

(ix) County Contractors’ Reporting Requirements (amendments to Sec. 2-8.1, 2-8.8, and 10.34 of Code).

(b) Except as otherwise set forth in this Agreement, the Marketing Partner shall hold all licenses and/or certifications, obtain and pay for all permits and/or inspections, and comply with all laws, ordinances, regulations and building code requirements applicable to the Work required herein. Damages, penalties, and/or fines imposed on the County or Marketing Partner for failure to obtain and maintain required licenses, certifications, permits and/or inspections shall be borne by the Marketing Partner. The Project Manager shall

verify the certification(s), license(s), permit(s), etc. for the Marketing Partner prior to authorizing Work and as needed. The County shall not incur any liability as a result of any County verification pursuant to this Section.

(c) Notwithstanding any other provision of this Agreement, Marketing Partner shall not be required pursuant to this Agreement to take any action or abstain from taking any action if such action or abstention would, in the good faith determination of the Marketing Partner, constitute a violation of any law or regulation to which Marketing Partner is subject, including but not limited to laws and regulations requiring that Marketing Partner conduct its operations in a safe and sound manner

ARTICLE 46. NONDISCRIMINATION

(a) During the performance of this Agreement, Marketing Partner agrees to not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, national origin, sex, pregnancy, age, disability, marital status, familial status, sexual orientation, gender identity or gender expression, status as victim of domestic violence, dating violence or stalking, or veteran status, and will take affirmative action to ensure that they are afforded equal employment opportunities without discrimination. Such action shall be taken with reference to, but not limited to: recruitment, employment, termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on the job training.

(b) By entering into this Agreement, the Marketing Partner attests that it is not in violation of the Americans with Disabilities Act of 1990 (and related Acts) or Miami-Dade County Resolution No. R-385-95. If the Marketing Partner or any owner, subsidiary or other firm affiliated with or related to the Marketing Partner is found by the responsible enforcement agency or the County to be in violation of the Act or the Resolution, such violation shall be a breach of this Agreement. This Agreement shall be terminable by County if the Marketing Partner submits a false affidavit pursuant to this Resolution or the Marketing Partner violates the Act or the Resolution during the term of this Agreement, even if the Marketing Partner was not in violation at the time it submitted its affidavit.

ARTICLE 47. CONFLICT OF INTEREST

The Marketing Partner represents that:

(a) No officer, director, employee, agent, or other consultant of the County or a member of the immediate family or household of the aforesaid has directly or indirectly received or been promised any form of benefit, payment or compensation by or on behalf of Marketing Partner, whether tangible or intangible, in connection with the award of this Agreement.

(b) This Agreement is entered into by the Marketing Partner independently without any known connection with any other entity or person making a proposal for the same purpose, and without collusion, fraud or conflict of interest. No elected or appointed officer or official, director, employee, agent or other consultant of the County, or of the State of Florida (including elected and appointed members of the legislative and executive branches of government), or a member of the immediate family or household of any of the aforesaid:

(i) is interested on behalf of or through the Marketing Partner directly or indirectly in any manner whatsoever in the execution or the performance of this Agreement, or in the Services, supplies or Work, to which this Agreement relates or in any portion of the revenues; or

(ii) is an employee, agent, advisor, or consultant to the Marketing Partner or to the best of the Marketing Partner's knowledge any Subcontractor or supplier to the Marketing Partner.

(c) Neither the Marketing Partner nor any officer, director, employee, agency, parent, subsidiary, or affiliate of the Marketing Partner shall have an interest which is in conflict with the Marketing Partner's faithful performance of its obligation under this Agreement; provided that the County, in its sole discretion, may consent in writing to such a relationship, provided the Marketing Partner provides the County with a written notice, in advance, which identifies all the individuals and entities involved and sets forth in detail the nature of the relationship and why it is in the County's best interest to consent to such relationship.

(d) The provisions of this Article are supplemental to, not in lieu of, all applicable laws with respect to conflict of interest. In the event there is a difference between the standards applicable under this Agreement and those provided by statute, the stricter standard shall apply.

(e) In the event Marketing Partner has no prior knowledge of a conflict of interest as set forth above and acquires information which may indicate that there may be an actual or apparent violation of any of the above, Marketing Partner shall promptly bring such information to the attention of the Project Manager. Marketing Partner shall thereafter cooperate with the County's review and investigation of such information, and comply with the instructions Marketing Partner receives from the Project Manager or County Mayor in regard to remedying the situation.

ARTICLE 48. PRESS RELEASE OR OTHER PUBLIC COMMUNICATION

Under no circumstances shall the Marketing Partner without the express written consent and final approval of the County:

(a) Issue or permit to be issued any form of social media exposure, press release, advertisement or literature of any kind which refers to the County, and the Project being performed hereunder, unless the Marketing Partner first obtains the written approval of the County; provided, however, that such approval shall not be required with respect to the use of any publicly available information. Such approval may be withheld if for any reason the County believes that the publication of such information would be harmful to the public interest or is in any way undesirable; and

(b) Except as may be required by law, the Marketing Partner and its employees, agents, Subcontractors and suppliers will not represent, directly or indirectly, that any product or service provided by the Marketing Partner or such parties has been endorsed by the County.

ARTICLE 49. GOVERNING LAW

This Agreement, including appendices, and all matters relating to this Agreement (whether in contract, statute, tort (such as negligence), or otherwise) shall be governed by, and construed in accordance with, the laws of the State of Florida. Venue shall be Miami-Dade County.

ARTICLE 50. SURVIVAL

The parties acknowledge that any of the obligations in this Agreement will survive the term, termination and cancellation hereof. Accordingly, the respective obligations of the Marketing Partner and the County under this Agreement, which by nature would continue beyond the termination, cancellation or expiration thereof, shall survive termination, cancellation or expiration hereof.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the Effective Date.

Marketing Partner: CIVIQ Smartscapes LLC

By: _____

Name: George Burciaga

Title: Managing Director – Global Government
Development and Innovation

Attest: _____

By: _____

Name: John Anselmi

Title: Chief Financial Officer

Attest: _____

MIAMI-DADE COUNTY

By: _____

Name: _____

Title: _____

Attest: _____

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the Effective Date.

Marketing Partner: CIVIC Smartscapes LLC

By: [Signature]

Name: George Burcjaga

Title: Managing Director - Global Government
Development and Innovation

Attest: [Signature]

By: [Signature]

Name: John Anselmi

Title: Chief Financial Officer

Attest: [Signature]

MIAMI-DADE COUNTY

By: _____

Name: _____

Title: _____

Attest: _____

APPENDIX A

SCOPE OF SERVICES

Overview

The CIVIQ Mobility Experience (CME) project uses the CIVIC Smart County Solution to delivers technology based on a self-sustained advertising model where technology and services work together to provide citizen engagement and interactivity at no charge to the County.

As depicted in Exhibit 6, the CME project connects CIVIQ SmartScape Devices, Mobile Access Devices on buses and trains, and Stationary Access Devices in stations and terminal by providing a new media channel, mobile applications, and county services (mobile hotspots, citizen interaction, County informational alerts, video surveillance, and mobility analytics). These CME Devices will be deployed and installed by CIVIQ at no charge to the County. The CME project installs CIVIQ SmartScape Devices with interactive touchscreens and advertising screens as described in Exhibit 1, providing a revenue sharing platform to the County. In addition, CME provides free public Wi-Fi and new county services across installed Locations, County Vehicles and transit stations including on-board Wi-Fi on County Metrobus, Metrorail, and Metromover vehicles. The County will have the ability to leverage available Wi-Fi bandwidth on Mobile Access Devices for operational purposes as mutually agreed.

The CME project includes the design, installation, licensing, permitting, operation, and maintenance of the entire CIVIC Smart County Solution. The Marketing Partner's roles and responsibilities are outlined in Exhibit 2 and the corresponding County Obligations in Exhibit 3.

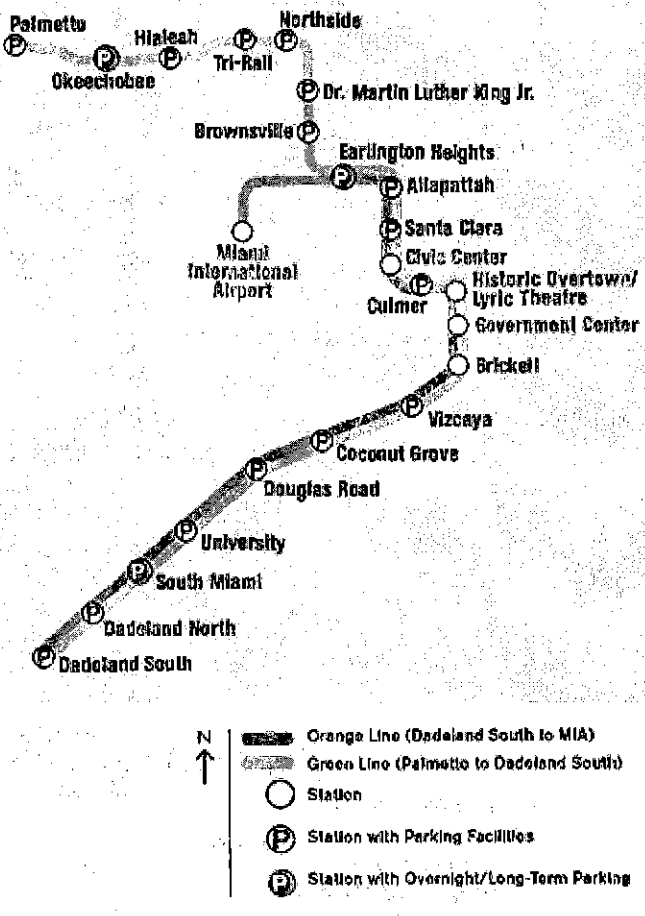
As part of the project the Marketing Partner will covers capital and operating costs in accordance with the Agreement.

The Marketing Partner will construct and install the CME Devices listed below at no charge to the County, in accordance with the distribution table below.

Deployment Categories	Qty
Mobile Access Device - Metrorail Vehicles	up to 78
Stationary Access Device - Metrorail Stations	up to 22
Mobile Access Device - Metromover Vehicles	up to 21
Stationary Access Device - Metromover Stations	up to 29
Mobile Access Device - Metrobus Vehicles	up to 1,000
CIVIQ SmartScape Device (Interactive Kiosk)	between 150 and 300

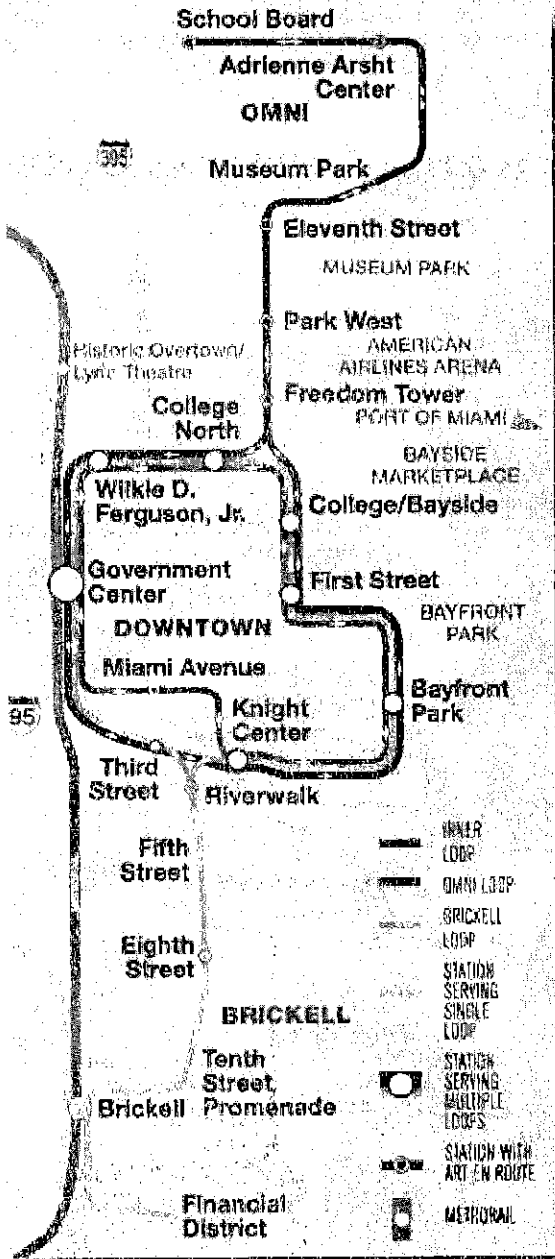
Metrorail Stations

The following is a map of all current Metrorail Stations. Stationary Access Devices will be installed in each station.



Metromover Stations

The following is a map of all current Metromover Stations. Stationary Access Devices will be installed in each station.



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Listed below are the projected phases and timeframes for implementation and illustrates projected timelines for system design, installation, testing and maintenance/ongoing support. Each phase lists the number of installations expected to become to be operational per year, per area and per mode of transportation beginning from the Effective Date

The summary project phases are as follows:

Phase	Description	Estimated Time in Months from Effective Date
Phase 1	<ul style="list-style-type: none"> ○ Project Kickoff ○ Requirements Review ○ Design and Deployment Plan / Detailed Project Plan ○ Software Customization and Configuration ○ Data Center Hardware Deployment ○ Site selection and approval for 150 to 300 CIVIQ SmartScape Devices ○ Installation of Mobile Access Devices on County Vehicles located at the following depots: <ul style="list-style-type: none"> ▪ Central Garage Qty: up to 270 ▪ Coral Way Garage Qty: up to 293 ▪ NE Garage Qty: up to 283 ○ Training ○ Phase 1 Rollout <ul style="list-style-type: none"> ▪ Install 3 CIVIQ SmartScape Devices at the following Locations: <ul style="list-style-type: none"> • (Locations in close proximity to each other to be agreed prior to contract signature.) ▪ Demonstrate WiFi capabilities (device handoff, speed demonstration, stability) ▪ Demonstrate functionality of the basic application suite including County MD Tracker and County Alerts. 	6 Months
Phase 2	<ul style="list-style-type: none"> ○ Update Deployment Plan as required ○ Installation of Mobile Access Devices on additional County Vehicles <ul style="list-style-type: none"> ▪ Metrorail Vehicles Qty: up to 68 ▪ Metromover Vehicles Qty: up to 29 ▪ Install up to 44 Stationary Access Devices at Metrorail and Metromover Stations ○ Install 50 additional CIVIQ SmartScape Devices 	12 Months

Phase	Description	Estimated Time in Months from Effective Date
Phase 3	<ul style="list-style-type: none"> ○ Update Deployment Plan ○ Install additional up to 7 Stationary Access Devices at Metrorail and Metromover Stations ○ Install additional up to 156 Mobile Access Devices on County Vehicles ○ Install up to 47 additional CIVIQ SmartScape Devices 	16 Months
Phase 4	<ul style="list-style-type: none"> ○ Update Deployment Plan ○ Install between 50 and 100 additional CIVIQ SmartScape Devices 	20 Months
Phase 5	<ul style="list-style-type: none"> ○ Update Deployment Plan ○ Install up to 100 additional CIVIQ SmartScape Devices 	24 Months

PHASE 1

1. Kickoff Meeting

- 1.1. The Marketing Partner will organize an onsite project kickoff meeting with the Miami-Dade County Team. This meeting introduces the teams, reviews the overall project goals, roles and responsibilities, timeline, communication, deliverables, and activities.
- 1.2. The County will be responsible for providing appropriate personnel to attend the kickoff meeting, identify subject matter experts and participate in reviews with the Marketing Partner who will be collecting technical and business data for the design process. The County will be responsible for engaging with the Marketing Partner's Project Manager to review document deliverables.
- 1.3. The County will also identify Subject Matter Champions (SMC's) who will have the necessary degree of autonomy and authority to make decisions on design, infrastructure, business rules, contractual items and financial matters. The SMC's will be responsible for being informed about, reviewing and concurring with business decisions made under their specific subject matter discipline preview.

2. Requirements Review

- 2.1. The Marketing Partner will review the County's business processes and data flows necessary to support the project's data integration and third party interface designs. The Marketing Partner will visit the County to collect this information and develop a data integration overview. This will be used as a guideline for the design and deployment of the integration subsystems which are key elements of this project such as integration with MDT Tracker, 311 Direct, and County GIS Layers.
- 2.2. The Marketing Partner will develop a Requirements Matrix to document the correlation between County's requirements and elements/products of the proposed solution. The requirements matrix will provide a foundation for the solution to meet the County's requirements.
- 2.3. The Requirements Matrix will be reviewed with the County's team. At the requirements review meeting the following items are discussed for each contract requirement: (1)

design intent; (2) the intended design approach; and (3) the general approach to demonstration through either the acceptance testing process, documentation, or another agreed upon process. The requirements review will include a review of the facilities and available resources that may need to be updated to accommodate the to-be-added technologies.

- 2.4. The Marketing Partner's Systems Engineer and Network Engineer will conduct site surveys to determine the infrastructure requirements of the deployment and to develop an overall System's Design.
- 2.5. A representative from the Marketing Partner's team will also survey each vehicle type (Metrobus, Metrorail and Metromover) in the County's fleet to determine the requirements of the on board equipment placement, harness requirements such as cable lengths, and identify any unique situations which we will need to address in the vehicle systems design.
- 2.6. Finalize System Architecture for equipment to be placed in County's data center (Exhibit 5 – Cisco Infrastructure Diagram - represents the preliminary equipment specification)
- 2.7. The Marketing Partner will select exact placement of CIVIC SmartScape Devices for approval by the County.
- 2.8. The County and Marketing Partner will collaborate to identify a set of key performance parameters for reporting device metrics. The Marketing Partner will provide quarterly reports on device performance metrics.

3. Design

- 3.1. The Marketing Partner shall furnish a CIVIQ SmartScape Device for approval by the County. The Marketing Partner will submit a request to the County for review and approval of the designs and features listed in Exhibit 1 CIVIQ SmartScape Miami Descriptions. In the event that changes to the designs are reasonably required by the County for approval, the Marketing Partner shall make the changes. Following such approval, the designs as approved will be the designs used to manufacture the CIVIQ SmartScape Devices.
- 3.2. The Marketing Partner shall submit the following diagrams within 120 days following the Effective Date as required to support device installation:
 1. Electrical Diagrams
 2. GIS Mapping Diagrams
 3. Network Security Diagrams
 - a. The Marketing Partner shall provide both logical and physical network infrastructure diagrams of the System to show the following:
 - a. Interconnections between separate networks
 - b. Nodes within the System
 - c. All new and existing equipment
 4. Onboard Vehicle Router Installation Diagram
 - a. The Marketing Partner shall depict diagrams with views of the Cisco hardware installation locations showing all new components in each Metrobus, Metrorail and Metromover vehicle by type.
- 3.3. With respect to Mobile Access Devices on County Vehicles, the design will include integration of hardware and software required for connectivity and integration into

communication infrastructure for County's Telemetry Real-Time CAD/AVL System for improved predictive arrival estimates.

- 3.4. The CME Platform is not required to be PCI certified. CME Platform will not process credit card data, however its data will traverse the county operated network through which the automated fare collection system communicates. The CME Platform will utilize security measures consistent with industry practices including, to the extent applicable and required, the Payment Card Industry – Data Security Standard (PCI-DSS) requirements as of the Effective Date.

4. Deployment Plan

The Marketing Partner in conjunction with all applicable subcontractors and the County, will develop a detailed project timeline for the design, development, fabrication, installation, deployment, configuration, stabilization and final approval of the CIVIQ Smart County Solution. This plan will describe a managed approach to the deployment process designed to allow both parties to prepare and control the necessary resources and services in order to ensure a successful solution deployment. The plan will be designed to implement the agreed CIVIQ Smart County Solution within two years following the Effective Date.

5. Software Customization and Configuration

- 5.1. The CME Platform and Marketing Partner's proprietary software will provide interactive apps, content integration, data collection, services, management and digital ad placement across all CIVIQ SmartScape Devices.
- 5.2. The majority of the proposed solution is based on CIVIQ's standard CME Platform that will be configured for the County specific requirements. However, there is customization code development required to support communications with County data.
- 5.3. The Marketing Partner shall integrate touch screen on CIVIQ SmartScape Devices with County applications listed below. Applications 2 (County MDT Tracker) and 3 (County Alerts) are considered core requirements for the product launch and will be available on the first 3 devices. Remaining applications may lag launch and will be rolled out over the course of the deployment.
 1. County's 311 Direct – provides non-emergency details and a direct line of communication to the county
 2. County MDT Tracker – real time transit details including, arrival, routes, maps, way-finding
 3. County Alerts – Manage notifications to all devices
 4. CIVIQ Photo app – Brand Miami Dade with photos posted to social media and email
 5. Other applications to be determined during the analysis phase and after deployment which may include additional applications, upgrades, or modifications to the software/apps that the Marketing Partner makes generally available to similarly situated customers at no additional charge.

6. Data Center Hardware Deployment

- 6.1. The Marketing Partner will procure, configure and deploy the data center equipment at the County's data center. The Marketing Partner shall be responsible for adequately calculating and sizing the data center equipment to ensure hardware requirements are

met.

- 6.2. The data center equipment shall facilitate redundancy through high availability configurations to ensure the system is reliable and operates as intended.
- 6.3. The County will provide a suitable location, power, and internet connectivity for the data center equipment.
- 6.4. The Marketing Partner will remotely manage the data center hardware including updating configurations and troubleshooting. The County will reasonably cooperate with the Marketing Partner in connection with the management of the data center hardware including, at Marketing Partner's instruction, performing tasks requiring physical access to the equipment (e.g., reporting on condition of status indicators, rebooting, power cycling, verifying physical connections).
- 6.5. Exhibit 4 Cisco Data Center Hardware outlines a detailed hardware and quantities.
- 6.6. Exhibit 5 Cisco Infrastructure Diagram illustrates the network architecture for the data center equipment.
- 6.7. Notwithstanding this Section 6, the Marketing Partner may, at its discretion and cost, replace the data center with another solution including, but not limited to, a cloud based or other solution that does not require on-premises equipment in the County data center provided that such solution continues to support the CIVIQ Smart County Solution as required under the Agreement.

7. Training

- 7.1. The Contractor shall submit a Training Program Plan for the CME Platform. A narrative description that documents the plan, format and training materials for training all personnel shall be finalized during the Design Phase. The program shall include the following:
 1. Performance objectives that state the expected skills and knowledge to be conveyed to the personnel and the measures and standards to be applied.
 2. The sequence of learning activities.
 3. An outline of the course content.
 4. Learning strategies to be used (e.g., classroom presentation, hands on practice, paper and pencil exercises, etc.)
 5. Number of County personnel to be trained.
 6. Resources required, such as equipment, space, etc.
 7. Approximate hours and days required for training each personnel, including classroom and field training.

8. Phase 1

8.1. Implementation and Transition

- 8.1.1. Marketing Partner's personnel (including subcontractor personnel) that will be performing installation at County's transit locations shall attend a County Transit instructor led safety course at a Transit facility.
- 8.1.2. Operation and maintenance safety shall be the highest consideration in equipment selection and installation.
- 8.1.3. Operation of the County's Transit System
 - a. The Metrorail or Metromover System conducts revenue operations between the hours of 5:00 AM and midnight, seven days a week. The existing

Communications and Central Control System is in use 24 hours per day, 7 days per week.

- b. During non-revenue hours, Marketing Partner will cause no disruption to the existing Communications and Traffic Control Centers without prior approval of the County.
- c. To the extent possible, no more than a single station shall be unavailable through the existing Communications and Traffic Control Centers at any point in time. No station shall become unavailable through the existing Communications and Central Control System without Transit approval.
- d. The County will provide the Contractor a basic work rules document to be followed for access and working procedures at Transit facilities.

8.1.4. Marketing Partner will use commercially reasonable efforts to minimize disruption to the ongoing operations of County's transit systems during the installation, replacement, testing and modification of CME Devices during implementation of the CIVIQ Smart County Solution.

8.2. Records and Reports

8.2.1. The Marketing Partner shall create test records and report on results as follows:

- 8.2.1.1. Summary of the Test Results: Including measurements, results, problem areas, workarounds, troubleshooting, exceptions, etc.
- 8.2.1.2. Open Items: Identify any open items requiring resolution. Include the corrective action to resolve the open items.
- 8.2.1.3. Completed Test Records: Completed, signed, and dated test sheets, as well as a defect/problem report for each fault/problem found during the testing.

8.3. Demonstrations

8.3.1. The Marketing Partner shall demonstrate a limited deployment of 3 CIVIQ SmartScape Devices.

8.3.2. The demonstration shall:

- a. Present the CME Platform including the available application suite and how to manage notifications to CME Devices.
- b. Show how the system transitions wireless from a Stationary Access Device to a Mobile Access Device then to a CIVIQ SmartScape Device.
- c. Demonstrate end to end communications and the how CIVIQ SmartScape Device displays emergency alert notifications.

9. Phase 2

9.1. Update Deployment Plan, GIS Maps and Network Diagrams

9.2. Install Mobile Access Devices on up to 68 Metrorail and up to 29 MetroMover County Vehicles

9.3. Install up to 44 Stationary Access Devices at Metrorail and MetroMover Stations

9.4. Install 50 CIVIQ SmartScape Devices.

10. Phase 3

10.1. Update Deployment Plan, GIS Maps and Network Diagrams

10.2. Install up to 163 Stationary Access Devices at Metrorail and MetroMover Stations

10.3. Install up to 47 CIVIQ SmartScape Devices.

11. Phase 4

11.1. Update Deployment Plan, Update GIS Maps and Network Diagrams

11.2. Install between 50 and 100 CIVIQ SmartScape Devices.

11.3. The Marketing Partner will request signoff acceptance.

12. Phase 5

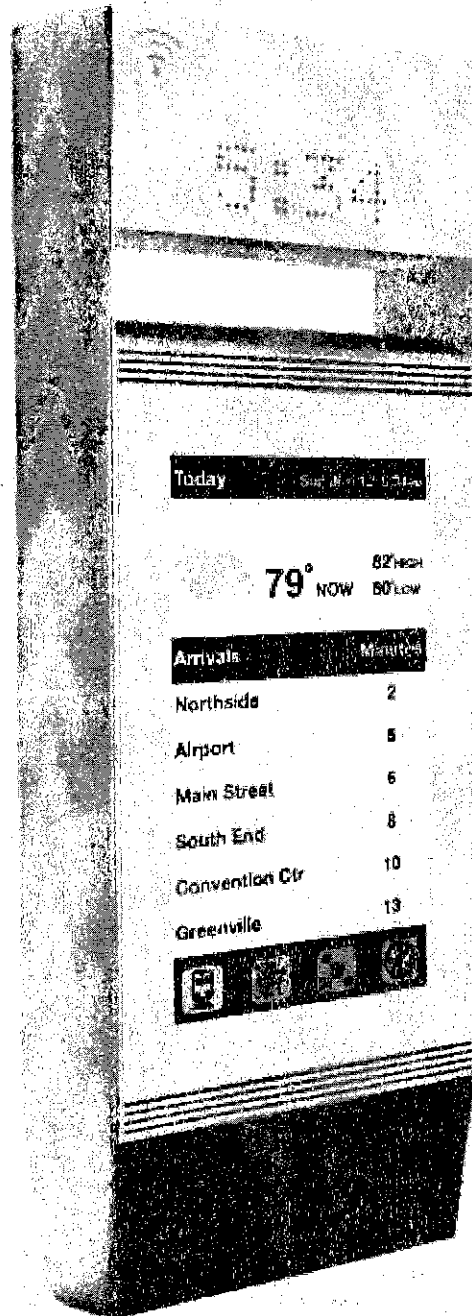
12.1. Update Deployment Plan, Update GIS Maps and Network Diagrams

12.2. Install up to 100 CIVIQ SmartScape Devices.

[End of Appendix A]

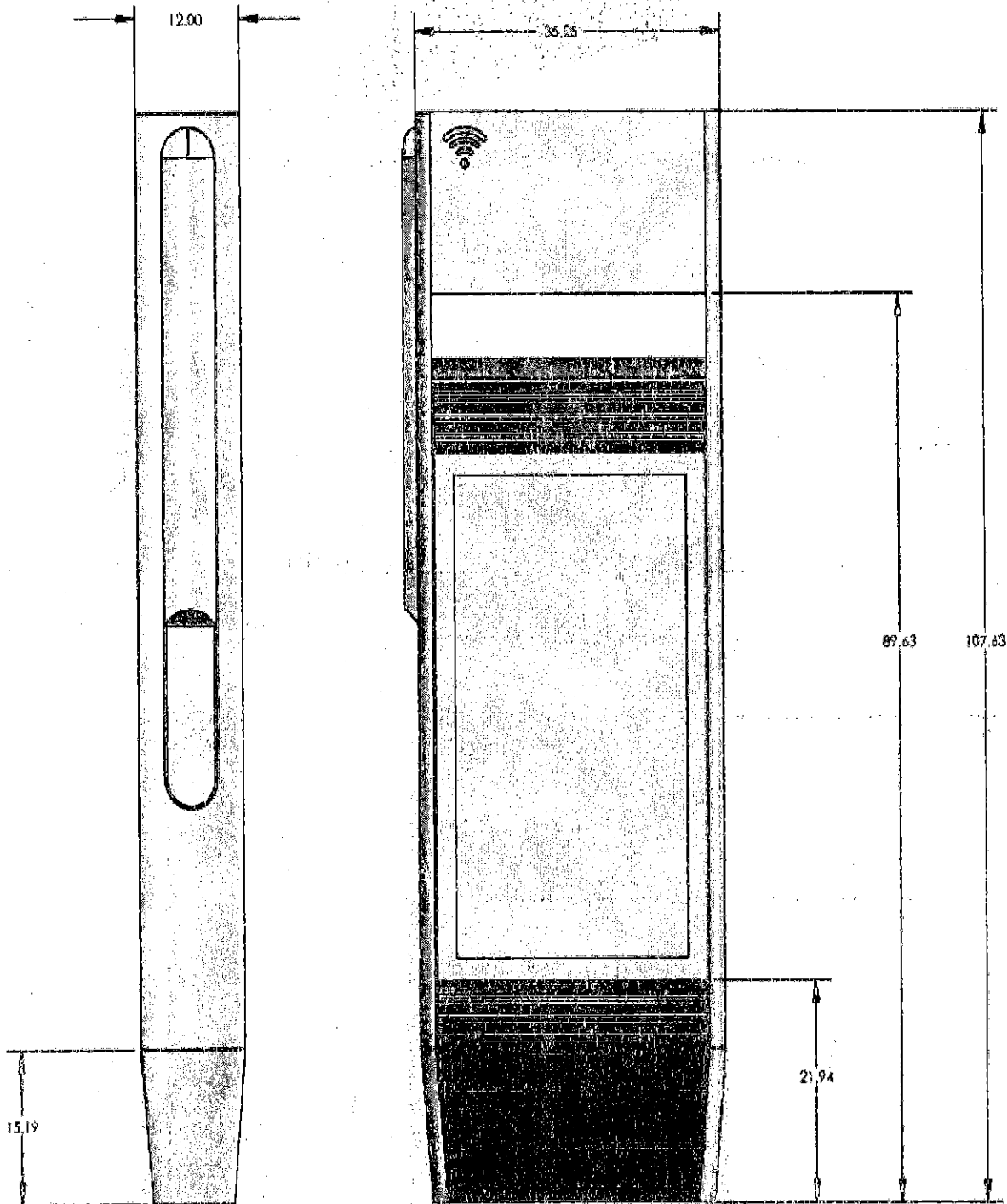
EXHIBIT 1 TO APPENDIX A
CIVIQ SMARTSCAPE MIAMI DESCRIPTIONS

CIVIQ SmartScape Device - Product Rendering



Representative rendering - final design subject to change.

PRODUCT DIMENSIONAL DRAWING



Dimensions are in Inches
Product dimensions are subject to change in final design

The CIVIQ SmartScape Devices shall meet or exceed the following specifications:

- Enclosure
 - Vandal resistant with rugged tamperproof locking system
 - UV and water resistant
 - Comply with state and local building codes
 - Aluminum construction
 - IP54 environmentally sealed enclosure
 - Industrial grade climate control system
 - Wide Temperature Range:
 - Operating: -20°C to +50°C in direct sunlight
 - Storage: -20°C to +70°C
 - Tempered AR safety glass for ruggedness and image enhancement
- Functionality
 - Sunlight readable dual sided display
 - Camera and Speakers
 - Built-in computer
 - Direct LED illumination for superior edge-edge uniformity
 - Outdoor touch enabled with projective capacitive touchscreen (one side only)
 - Secure network connection
 - Dual ruggedized USB Charging Station with Qualcomm Quick Charge technology
- Communications
 - Hotspot 2.0 Wi-Fi authentication protocol
 - Wireless Access Point (WAP) supporting simultaneous dual spectrum 2.4 GHz 802.11 b/g/n, and 5GHz a/n/ac services
 - Wi-Fi signal strong enough to create a hotspot that extends a one hundred and fifty (150) feet in line-of-site, regardless of traffic conditions, measured radially from the center of the CIVIQ SmartScape Device.
 - Wi-Fi services will allow devices to automatically re-connect after a connection has been severed and the device comes within the range of another CIVIQ SmartScape Device.
 - Where appropriate internet connectivity to the CIVIQ SmartScape Device is available, the Wi-Fi service shall provide a connection capable of 1 Gbps (speeds subject to limitations of user devices). In other locations, Wi-Fi service shall provide no less than 100 Mbps through latest generation LTE cellular or Digital Subscriber Line (DSL) equivalent.

[End of Exhibit]

EXHIBIT 2

ROLES AND RESPONSIBILITIES OF MARKETING PARTNER

TO APPENDIX A

Party	Responsibilities
Marketing Partner	<ul style="list-style-type: none"> Procure CME Smart County Solution and Connectivity Services for the project
	<ul style="list-style-type: none"> Manage the design of the enclosures for the CIVIQ SmartScape Devices and installation
	<ul style="list-style-type: none"> Select locations in conjunction with the County for deployment
	<ul style="list-style-type: none"> Obtain and provide all necessary licenses, permits, and approvals from, in connection with or related to Florida Power and Light Company (or its parent company, NextEra Energy, Inc.), the Florida Department of Transportation, the Dante B. Fascell Port of Miami/Port <i>Miami</i> and Miami International Airport, in each case subject to County's obligation cooperate and assist in obtaining approval for preliminary locations and, where applicable, alternative locations.
	<ul style="list-style-type: none"> Configure power and internet connectivity to applicable CIVIQ SmartScape Device Locations
	<ul style="list-style-type: none"> Manage unit placement and installation in locations and County Vehicles.
	<ul style="list-style-type: none"> Maintain and repair CIVIQ SmartScape Devices and Connectivity services in the field to include vehicular devices and station infrastructure
	<ul style="list-style-type: none"> Refresh the Connectivity Solution and the CIVIQ SmartScape Devices in year 6 and 11
	<ul style="list-style-type: none"> Assume all advertising and commercialization responsibilities including sales, placement, billing and collection (and manage ad partner relationships)
	<ul style="list-style-type: none"> Overall project management
	<ul style="list-style-type: none"> Manage all financial aspects of project including capital expenditures, collections from advertisers and payments to all other parties
	<ul style="list-style-type: none"> Configure the CME Smart County Solution
	<ul style="list-style-type: none"> Manage the design and development of CME Smart County Solution in connection with each Phase
	<ul style="list-style-type: none"> Manage all software deliverables, including apps and scope/nature of data collection/analytics
	<ul style="list-style-type: none"> Manage the CME Smart County Solution to enable Marketing Partner to load/update/manage advertising and display on CIVIQ SmartScape Devices and, if applicable, Connectivity services
	<ul style="list-style-type: none"> Specify components used on the CIVIQ SmartScape Devices
<ul style="list-style-type: none"> Manage the delivery and testing of the CIVIQ SmartScape Devices prior to deployment by Marketing Partner. 	
<ul style="list-style-type: none"> License proprietary Software and manage the technical install of the CIVIQ SmartScape Devices and related services 	

Party	Responsibilities
	<ul style="list-style-type: none"> • Install Wi-Fi modems on Mobile Vehicles (Metrobus, Metrorail, and Metromover)
	<ul style="list-style-type: none"> • Install Wi-Fi at Metromover and Metrorail stations
	<ul style="list-style-type: none"> • Install Wi-Fi at Stationary Wireless Locations such as major transfer points and Metrobus terminals
	<ul style="list-style-type: none"> • Provide the free Wi-Fi Services twenty-four hours per day, seven days per week, 365 days per year throughout the term of this Agreement, with an uptime of at least ninety-seven percent (97%) exclusive of upgrades and planned maintenance
	<ul style="list-style-type: none"> • Provide health check monitoring of all devices associated with the CME Smart County Solution
	<ul style="list-style-type: none"> • Provide local onsite Project Manager for the Initial Term to act as the primary liaison with the County's Project Manager
	<ul style="list-style-type: none"> • Provide quarterly reporting on App usage, CIVIQ SmartScape Devices engagement, mobile connections, trending, social media reporting and overall performance.
	<ul style="list-style-type: none"> • Provide integration to County subsystems such as integration with MDT Tracker, 311 Direct, and County GIS Layers.
	<ul style="list-style-type: none"> • Provide the following: <ul style="list-style-type: none"> ○ Electrical Diagrams ○ GIS Mapping Diagrams ○ Network Security Diagrams <ul style="list-style-type: none"> ▪ The Marketing Partner shall provide both logical and physical network infrastructure diagrams of the System to show the following: <ul style="list-style-type: none"> ▪ Interconnections between separate networks ▪ Nodes within the System ▪ All new and existing equipment
	<ul style="list-style-type: none"> • Shall ensure that the Solution will integrate County's Telemetry Real-Time CAD/AVL System for improved predictive arrival estimates.
	<ul style="list-style-type: none"> • Be responsible for developing, negotiating and soliciting agreements for the sale of advertisements and/or commercialized services content to be displayed on SmartScape Devices (license, sign structure and permit) and, if applicable, the Connectivity Services (splash screen, redirect, and information pages) and manage revenue generation and collection in connection with such advertisements and/or content.

Party	Responsibilities
	<p>Maintenance Services:</p> <ul style="list-style-type: none"> • Provide maintenance for the SmartScape Devices in accordance with the Service Level Agreement attached hereto as Appendix B. • Develop, procure, maintain and repair all advertising installations, fixtures, hardware and CME as agreed in this agreement. • Maintain documentation of maintenance schedules performed at each site on an annual basis and make such report available to County's Project Manager. • Develop a written plan in conjunction with the County for working in conjunction with and during the Term work in conjunction with Transit Field Technicians to maintain Mobile Units on County Vehicles.
	<ul style="list-style-type: none"> • Provide technology refresh pursuant to Article 35 COMMITMENT OF SMARTSCAPE DEVICES & LOCATIONS, the Marketing Partner shall include in the plan that it submits to the County an analysis as to whether it is practicable to upgrade each Structure with a WAP providing less than 1 Gbps throughput, and shall, to the extent reasonable, upgrade such WAPS to provide higher throughput.
	<ul style="list-style-type: none"> • The Marketing Partner shall perform a technology refresh and upgrade to each part of the System that is not State of the Art no later than the sixth (6th) and tenth (11th) Contract Years, in accordance with the plans described in CIVIQ-Miami Dade - Smart County Solutions Agreement.
	<ul style="list-style-type: none"> • Within ninety (90) days after the sixth (6th) anniversary of the Notice to Proceed Date, the Marketing Partner shall submit plans (physical assessment for all parts and functionality) describing how it intends to complete the technology refresh and upgrade.
	<ul style="list-style-type: none"> • Upon approval of such plans by the County, the Marketing Partner shall commence and complete implementation of the required upgrade within the time specified.
	<ul style="list-style-type: none"> • The County acknowledges and agrees that the Technology Refresh is intended to be a refresh and replacement of hardware, that typically decline over the course of yearly usage, rather than a deployment of new and unique technology or functionality not previously provided under the terms of this Agreement and that Marketing Partner is under no obligation to provide new functionality in connection with a Technology Refresh.
	<ul style="list-style-type: none"> • Facilitate WiFi/connectivity and cellular components of CME Smart County Solution and video surveillance cameras/software
	<ul style="list-style-type: none"> • Setup and install data center equipment with servers to house virtual deployment of Wi-Fi controllers, firewall, and video surveillance management system
	<ul style="list-style-type: none"> • Expand County Data Center for use in connection with CIVIQ SmartScape Devices and Connectivity Services.

[End of Exhibit 2]

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EXHIBIT 3
COUNTY OBLIGATIONS

TO APPENDIX A

- Provide required input necessary to allow the foregoing to address needs of the County, and provide required approvals.
- Allow access to services to ensure a successful deployment
- Assist with development of project timeline, including with respect to availability of Locations for review, analysis, and installation.
- Provide and facilitate all right of entry and access required by Marketing Partner and its subcontractors in connection with the design, planning, fabrication, installation, provisioning of power, integration, and connectivity services to be provided under this Agreement.
- Support the configuration of the CME Platform and connective technology solution to integrate County provided API and sources of County Content.
- Provide County Content to Marketing Partner and its subcontractors for integration with the CME Platform and connective technology solution and provide all necessary assistance with integration.
- Ensure that County Content is free of bugs, disabling code, deficiencies in security/encryption, material weaknesses, Trojan horses, viruses, infringing content and content that violates the privacy or rights of third parties, libelous, defamatory or slanderous content or content that would otherwise violate the standards set forth in this Agreement regarding advertising content.
- Provide Marketing Partner with access to and use of the County's fiber connection to the internet and electrical power if and where available at a SmartScape Location or Stationary Location; provided that Marketing Partner will remain responsible for installation and wiring costs to connect to such fiber service and electrical power and for the costs of internet and electrical service as set forth in the Agreement.

[End of Exhibit 3]

**EXHIBIT 4 TO APPENDIX A
DATA CENTER HARDWARE**

Part Number	Description	Qty
AIR-CT8540-1K-K9	Cisco 8540 Wireless Controller Supporting 1000 APs-rack kit	2
LIC-CT8540-1KA	Cisco 8540 Wireless Controller 1000 AP Adder License	2
CAB-N5K6A-NA	Power Cord, 200/240V 6A North America	4
AIR-CT8540-SW-8.1	Cisco 8540 Wireless Controller SW Rel. 8.1	2
AIR-PSU2V2-1200W	1200W V2 AC Power Supply for 8540 Controller	4
AIR-BZL-C240M4	Cisco 8540 Wireless Controller Security Bezel	2
AIR-CPU-E52680D	2.50 GHz E5-2680 v3/120W 12C/30MB Cache/DDR4 2133MHz	2
AIR-CT6880-NIC-K9	PCIe Network Interface 40G	2
AIR-MR-1X162RU-A	16GB DDR4-2133-MHz RDIMM/PC4-17000/dual rank/x4/1.2v	8
AIR-MRAID12G	Cisco 12G SAS Modular Raid Controller	2
AIR-MRAID12G-1GB	Cisco 12Gbps SAS 1GB FBWC Cache module (Raid 0/1/5/6)	2
AIR-PCI-1A-240M4	Right PCIe Riser Board (Riser 1) (x8 + GPU) for C240 M4	2
AIR-SD-32G-S	32GB SD Card for UCS servers	2
AIR-SD240G0KS2-EV	240GB 2.5 inch Enterprise Value 8G SATA SSD	4
AIR-TPM2-001	Trusted Platform Module 1.2 for UCS (SPI-based)	2
R-SC-CN-CTP=	Smart+Connected City Wi-Fi, City Transformational Playbook	1
R-MGMT3X-N-K9	Cisco Ent MGMT: Lic For PI 3.x And APIC EM Solution Apps	1
R-PI30-SW-K9	Prime Infrastructure 3.0 Software	1
L-MGMT3X-PI-BASE	Cisco Ent MGMT: PI 3.x Platform Base Lic	1
L-MGMT3X-HA	Cisco Ent MGMT: PI 3.x, APIC-EM (if applic), H/A Lic	1
L-MGMT3X-AP-K9	Cisco Ent MGMT: PI 3.x LF, AS & APIC-EM Lic, 1 AP	300
L-MGMT3X-US-K9	Cisco Ent MGMT: PI 3.x UCS Server MGMT Lic, 1 Srv	1
L-MGMT3X-6K-K9	Cisco Ent MGMT: PI 3.x LF,AS & APIC-EM Lic, 1 Cat 6K	2
UCSC-C460-M4	UCS C460 M4 base chassis w/o CPU/DIMM/HDD	2
UCS-MKIT-162RY-E	Mem kit for UCS-MR-2X162RY-E	96
UCS-MR-2X162RY-E	2 X 16 GB DDR3-1600 MHz RDIMM/PC3-12800 dual	48
UCSC-PCIE-RSR-05	Riser card with 5 PCIe slots	2
UCSC-MRBD-12	Memory riser with 12 DIMM slots	8
UCS-HDD900G12F106	900GB 6Gb SAS 10K RPM SFF HDD/hot plug/drive sled	16
UCSC-PSU2-1400W	1400W AC Power Supply (200 - 240V) 2U & 4U C Series	4
CAB-N5K6A-NA	Power Cord, 200/240V 6A North America	4

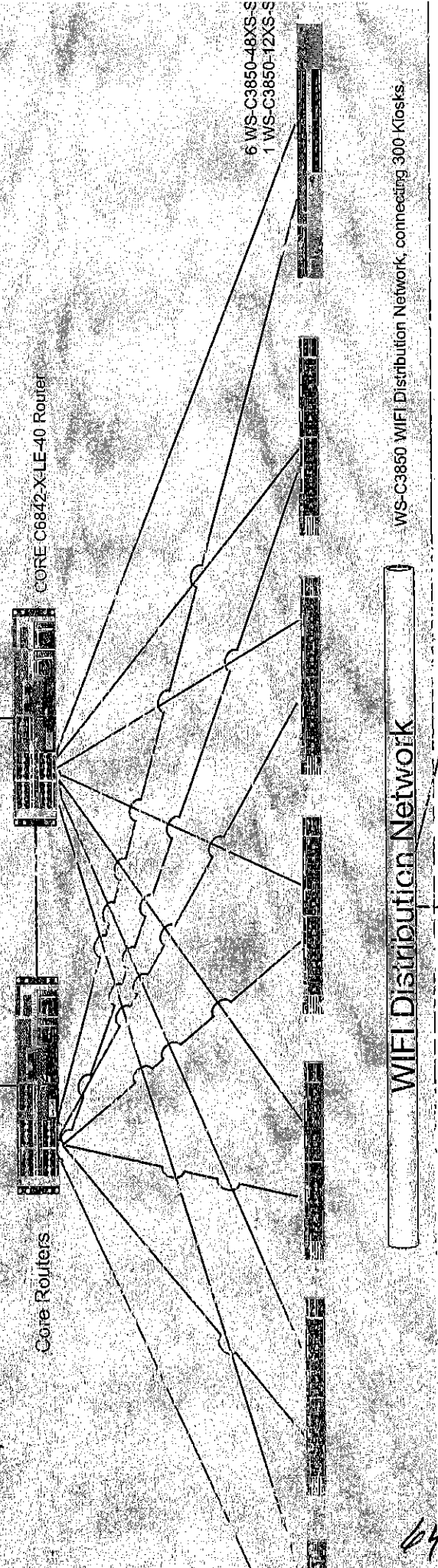
Part Number	Description	Qty
VMW-VCS-STD-5A	VMware vCenter 6 Server Standard, 5 yr support required	8
UCSC-HS-01-EX	CPU Heat Sink for UCS C460 M4 Rack Server	4
UCSC-PCIE-FLR-F	Full Height PCIe slot filler for C Series	2
UCSC-RAIL-4U	Rail Kit for UCS C460 M4	2
UCSC-PSUBLK-C460	PSU Blanking Panel for C460 M4	4
C1UCS-OPT-OUT	Cisco ONE Data Center Compute Opt Out Option	2
UCS-RAID9361CV-8I	MegaRAID 9361CV with 8 internal SAS/SATA ports with	2
UCSC-PCIE-IRJ45	Intel i350 Quad Port 1Gb Adapter	8
N20-BBLKD	UCS 2.5 inch HDD blanking panel	8
UCSC-BAFF-C460-M4	Air Baffle for UCS C460 M4	2
UCSC-PCIE-RSR-FLR	PCIe Module Filler Panel for UCS C460 M4	2
UCS-CPU-E74890B	2.8 GHz E7-4890 v2/155W 15C/37.5M Cache/DDR3 1600MHz	4
UCS-SA-C3160-D	UCS C3160 w/E52695 v2,256GB mem	1
UCSC-C3X60-EX16T	Cisco UCS C3X60 Disk Exp Tray w/ 4x 4TB Total:16TB Drives	1
UCSC-C3X60-56HD4	Cisco UCS C3X60 Four rows56x 4TB (Total:224TB) Drives	1
UCS-CPU-E52695B	2.40 GHz E5-2695 v2/115W 12C/30MB Cache/DDR3 1866MHz	2
UCSC-HS-C3X60	Cisco UCS C3X60 Server Node CPU Heatsink	2
UCSC-C3X60-R4GB	UCS C3X60 12G SAS RAID Controller with 4GB cache	1
UCSC-C3X60-SVRN4	Cisco C3X60 Server Node E5-2695 v2 CPU 256GB 4GB RAID	1
UCS-MR-1X162RZ-A	16GB DDR3-1866-MHz RDIMM/PC3-14900/dual rank/x4/1.5v	16
UCSC-C3160-SIOC	Cisco UCS C3160 System IO Controller with mLOM mez	2
UCSC-MLOM-CSC-02	Cisco UCS VIC1227 VIC MLOM - Dual Port 10Gb SFP+	2
CAB-N5K6A-NA	Power Cord, 200/240V 6A North America	4
UCS-C3X60-G2SD12	UCSC C3X60 120GB Boot SSD (Gen 2)	2
UCSC-PSU1-1050W	UCS C3X60 1050W Power Supply Unit	4
UCSC-C3160-BEZEL	Cisco UCS C3160 System Bezel	1
UCSC-C3X60-RAIL	UCS C3X60 Rack Rails Kit	1
UCS-HD4T7KS3-E	4TB SAS 7.2K RPM 3.5 inch HDD/hot plug/drive sled mounted	4
UCSC-C3X60-HD4TB	UCS C3X60 4TB NL-SAS 7.2K HDD including C3X60 HDD	56

Part Number	Description	Qty
WS-C3850-48XS-S	Cisco Catalyst 3850 48 Port 10G Fiber Switch IP Base	6
CAB-US515-C15-US	NEMA 5-15 to IEC-C15 8ft US	6
S3850UK9-37E	CAT3850 Universal k9 image	6
PWR-C3-BLANK	Config 3 Power Supply Blank	6
PWR-C3-750WAC-R	750W AC Config 3 Power Supply front to back cooling	6
FAN-T3-R	Catalyst 3850 Type 3 front to back cooling Fan	30
WS-C3850-12XS-S	Cisco Catalyst 3850 12 Port 10G Fiber Switch IP Base	1
S3850UK9-37E	CAT3850 Universal k9 image	1
CAB-TA-NA	North America AC Type A Power Cable	1
STACK-T1-50CM	50CM Type 1 Stacking Cable	1
CAB-SPWR-30CM	Catalyst 3750X and 3850 Stack Power Cable 30 CM	1
PWR-C1-350WAC	350W AC Config 1 Power Supply	1
PWR-C1-BLANK	Config 1 Power Supply Blank	1
C3850-NM-BLANK	Cisco Catalyst 3850 Network Module Blank	1
SFP-10G-SR=	10GBASE-SR SFP Module	37
L-MSE-PAK-N	MSE License PAK for CMX 10 and higher	1
L-AD-LS-1AP-N	1 AP CMX Advanced License for CMX 10 and higher	300
C6840-X-LE-40G	Cisco Catalyst 6840-X-Chassis and 2 x 40G (Standard Tables)	2
S684AEK9-15202SY	Cisco CAT6840-X IOS ADV ENT SERVICES FULL ENCRYPT	2
C6800-CAMPUS-COLL	Catalyst 6800 Collapsed Campus Core and Distribution	2
SFP-10G-SR	10GBASE-SR SFP Module	80
C6840-PS-CVR	Catalyst 6840 power supply blank cover	2
C6840-X-1100W-AC	Power Supply AC-1100W	2
CAB-N5K6A-NA	Power Cord, 200/240V 6A North America	2

[End of Exhibit 4]

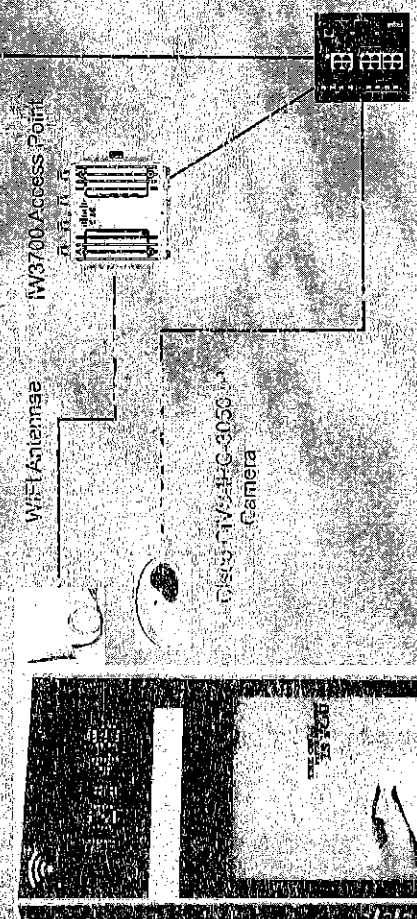
Network Infrastructure Diagram

Civic WiFi Network



are required per Kiosk

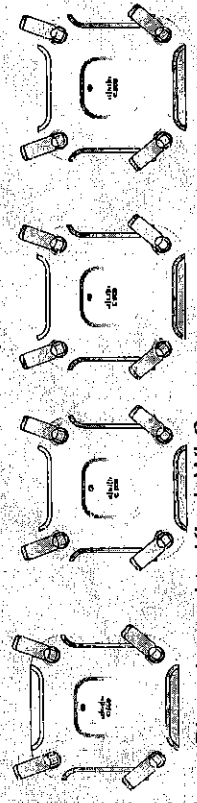
X300 Kiosks



Cisco IE4K Ruggedized Switch

Stationary Platform

X44 Existing APs



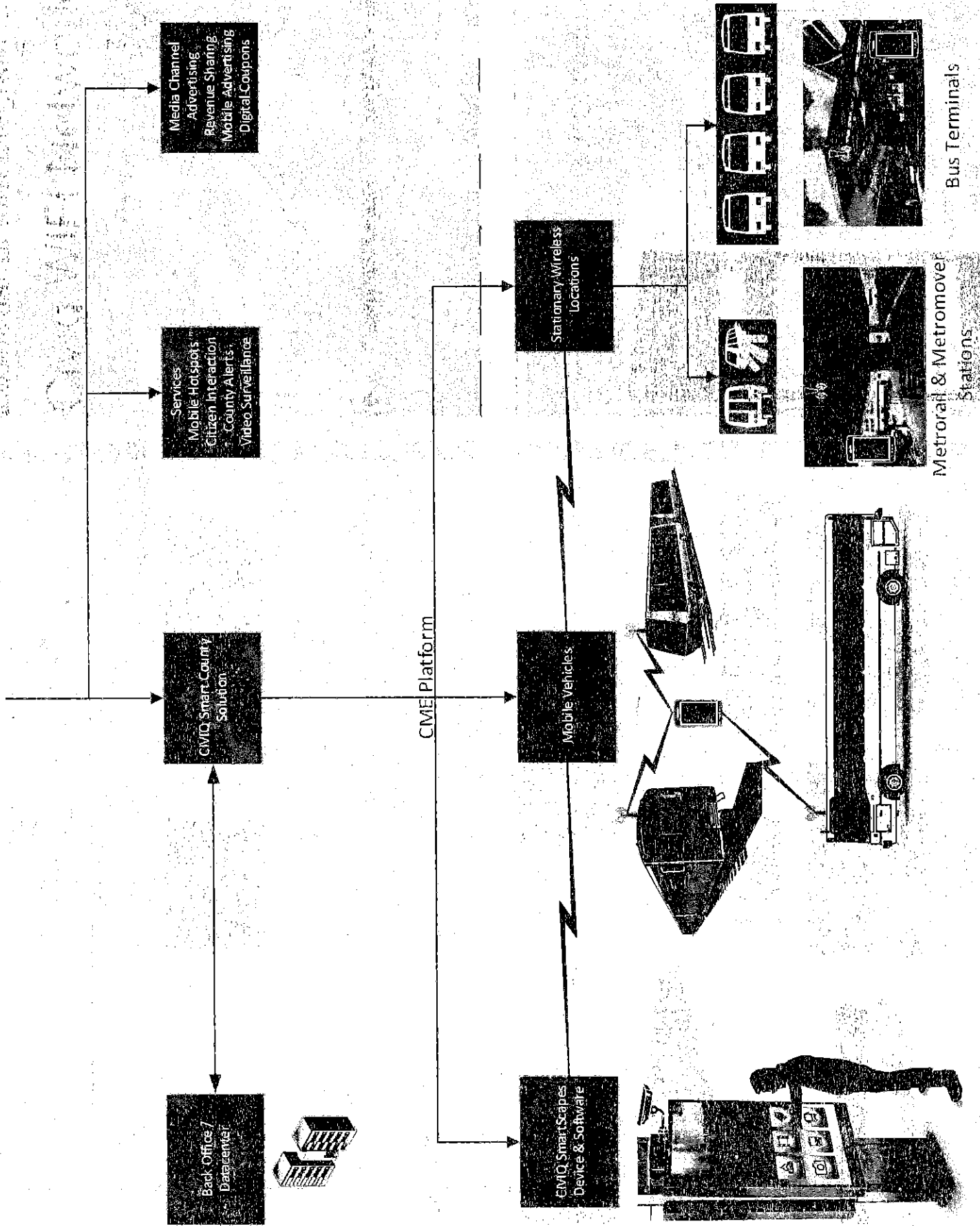
AP's re-homed to Kiosk WLC

X29 Metro Movers



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CIVIQ Mobility Experience (CME)



CMVQ - Exhibit 7 Project Plan

ID	Task Name	Duration	Start	Finish
1	Miami-Dade Project Milestones	615 days	Wed 12/21/16	Tue 4/30/19
2	Contract Fully Executed	0 days	Wed 12/21/16	Wed 12/21/16
3	Phase 1	125 days	Tue 1/3/17	Tue 6/27/17
4	System Requirements Finalized	0 days	Tue 2/21/17	Tue 2/21/17
5	Detailed Project Plan Submitted	0 days	Tue 1/3/17	Tue 1/3/17
6	Software Customization and Configuration Complete	0 days	Tue 2/7/17	Tue 2/7/17
7	Ecosystem 1 Rollout (Kiosk Pilot) Complete	0 days	Tue 2/21/17	Tue 2/21/17
8	Mobile Vehicle Rollout Complete	0 days	Tue 6/20/17	Tue 6/20/17
9	Production Kiosk (3) Deployment Complete	0 days	Tue 2/21/17	Tue 2/21/17
10	Data Center Hardware Deployment Complete	0 days	Tue 2/14/17	Tue 2/14/17
11	Phase 1 Acceptance Complete	0 days	Tue 6/27/17	Tue 6/27/17
12	Phase 2	0 days	Tue 5/29/18	Tue 5/29/18
13	Production Rollout Complete	0 days	Tue 5/29/18	Tue 5/29/18
14	Phase 3	0 days	Tue 5/29/18	Tue 5/29/18
15	Production Rollout Complete	0 days	Tue 5/29/18	Tue 5/29/18
16	Phase 4	0 days	Tue 11/13/18	Tue 11/13/18
17	Production Rollout Complete	0 days	Tue 11/13/18	Tue 11/13/18
18	Phase 5	0 days	Tue 4/30/19	Tue 4/30/19
19	Production Rollout Complete	0 days	Tue 4/30/19	Tue 4/30/19
20	Phase 1 Project Plan	80 days	Wed 12/21/16	Tue 4/11/17
21	System Requirements Development	45 days	Wed 12/21/16	Tue 2/21/17
22	Update and Submit Detailed Project Plan	10 days	Wed 12/21/16	Tue 1/3/17
23	Develop Hardware Requirements Specification (HRS)	10 days	Wed 12/21/16	Tue 1/3/17
24	Survey Vehicle Types and Identify Interfaces	10 days	Wed 1/4/17	Tue 1/17/17
25	Develop Software Requirements Specification (SRS)	35 days	Wed 12/21/16	Tue 2/7/17
26	Review County Processes and Data Flow	10 days	Wed 12/21/16	Tue 1/3/17
27	Develop Requirements Matrix for County Data Integration	5 days	Wed 1/4/17	Tue 1/16/17
28	Review Requirements Matrix with County	5 days	Wed 1/11/17	Tue 1/17/17
29	Develop Software Requirements Specification (SRS)	15 days	Wed 1/18/17	Tue 2/7/17
30	Revise HRS and SRS as Required	10 days	Wed 2/8/17	Tue 2/21/17
31	Fiber Network Development	40 days	Wed 12/21/16	Tue 2/14/17
32	Establish Fiber Supplier Contract(s)	20 days	Wed 12/21/16	Tue 1/17/17
33	Fiber Network Design - Develop Topology	20 days	Wed 1/18/17	Tue 2/14/17
34	Data Center Hardware Deployment	20 days	Wed 1/18/17	Tue 2/14/17

CIVIQ - Exhibit 7 Project Plan

ID	Task Name	Duration	Start	Finish
35	Procure Data Center Equipment	10 days	Wed 1/18/17	Tue 1/31/17
36	Install and Configure Data Center	5 days	Wed 2/1/17	Tue 2/7/17
37	Exercise Data Center / Test Phase	5 days	Wed 2/8/17	Tue 2/14/17
38	Software Customization and Configuration	25 days	Wed 1/4/17	Tue 2/7/17
39	Develop Custom Integration with County Data	10 days	Wed 1/4/17	Tue 1/17/17
40	Configure Data Feeds with County	5 days	Wed 1/18/17	Tue 1/24/17
41	Implement Software Customizations / Configuration per SRS	10 days	Wed 1/25/17	Tue 2/7/17
42	Kiosk Development and Certification	45 days	Tue 1/3/17	Tue 3/7/17
43	Kiosk Design Execution	0 days	Tue 1/3/17	Tue 1/3/17
44	Pilot Development and Test Phase	0 days	Tue 1/3/17	Tue 1/3/17
45	Design Verification Testing	0 days	Tue 2/7/17	Tue 2/7/17
46	Certifications Testing	0 days	Tue 2/7/17	Tue 2/7/17
47	Environmental Testing	20 days	Wed 2/8/17	Tue 3/7/17
48	Documentation to Support Device Installation	70 days	Wed 1/4/17	Tue 4/11/17
49	Submit Electrical Installation Diagrams	30 days	Wed 1/4/17	Tue 2/14/17
50	Develop and Submit GIS Mapping Diagrams	30 days	Wed 1/4/17	Tue 2/14/17
51	Develop and Submit Network Security Diagrams	30 days	Wed 2/15/17	Tue 3/28/17
52	Develop and Submit Onboard Vehicle Router Installation Diagram	60 days	Wed 1/18/17	Tue 4/11/17
53	Installation Documentation Complete	0 days	Tue 4/11/17	Tue 4/11/17
54	Phase 1 Deployment	135 days	Wed 12/21/16	Tue 6/27/17
55	CIVIQ Smartscapes Devices (\$)	55 days	Wed 1/4/17	Tue 3/21/17
56	Site Prep / Civil Work	30 days	Wed 1/4/17	Tue 2/14/17
57	Foundation Installations	10 days	Wed 1/4/17	Tue 1/17/17
58	Trenching	10 days	Wed 1/18/17	Tue 1/31/17
59	Fiber Installation	10 days	Wed 2/1/17	Tue 2/14/17
60	Install Pilot Kiosks	5 days	Wed 2/15/17	Tue 2/21/17
61	Pilot Kiosk Test Phase	10 days	Wed 2/22/17	Tue 3/7/17
62	Review Smartscapes Device with County for Signoff / Acceptance	10 days	Wed 3/8/17	Tue 3/21/17
63	Mobile WiFi Deployment (\$46 Devices)	135 days	Wed 12/21/16	Tue 6/27/17
64	Revise System Rollout Plan	20 days	Wed 12/21/16	Tue 1/17/17
65	Review Rollout Plan with County	10 days	Wed 1/18/17	Tue 1/31/17
66	Train Installation Teams	10 days	Wed 2/1/17	Tue 2/14/17
67	WiFi Deployment (Bus & High Traffic - 846 Devices)	50 days	Wed 4/12/17	Tue 6/20/17
68	Review WiFi Device Deployment with County	5 days	Wed 6/21/17	Tue 6/27/17

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CIVIQ - Exhibit 7 Project Plan

ID	Task Name	Duration	Start	Finish
69	Phase 2 Project Plan	120 days	Wed 6/28/17	Tue 12/12/17
70	Mobile WiFi Deployment (141 Devices)	120 days	Wed 6/28/17	Tue 12/12/17
71	Kiosk Deployment (50 Systems)	120 days	Wed 6/28/17	Tue 12/12/17
72	Phase 3 Project Plan	120 days	Wed 12/13/17	Tue 5/29/18
73	Mobile WiFi Deployment (163 Devices)	120 days	Wed 12/13/17	Tue 5/29/18
74	Kiosk Deployment (47 Systems)	120 days	Wed 12/13/17	Tue 5/29/18
75	Phase 4 Project Plan	120 days	Wed 5/30/18	Tue 11/13/18
76	Kiosk Deployment (100 Systems)	120 days	Wed 5/30/18	Tue 11/13/18
77	Phase 5 Project Plan	120 days	Wed 11/14/18	Tue 4/30/19
78	Kiosk Deployment (100 Systems)	120 days	Wed 11/14/18	Tue 4/30/19

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APPENDIX B

SERVICE LEVEL AGREEMENT

SLA for this project will include the following Priority Levels.

Priority 1 (P1) or CRITICAL DEFECTS: Issue with the solution that causes significant business impact or impact to the availability of service that needs to be addressed immediately and has significant impact to the function of the CME Platform.

Examples of critical defects include but are not limited to:

- Undesirable content is being displayed (e.g. the CME Platform has been hacked)
- Service performance is degraded to the level that the equipment is unusable
- Frequent failure of the application such that end users cannot conduct functions as a result of lost operations or continual interruptions to normal application functioning
- Feature of the solution performing differently from the description of that feature in the functional definition resulting in a significant loss of functionality to County's end users
- The CME Platform functionality is interrupted in a manner creating a significant impact upon County's ability to do business
- Major impact on the functionality of the CME Platform such as missing/broken images, errors in data or systems integrations causing the CME SmartScape Devices from meeting their primary requirements

Priority 2 (P2) or MINOR DEFECT: Issues that do not cause disruption in the operation of the CME Platform, but causes some impact to the user experience and is a localized or isolated operational nuisance.

Examples of minor defects include but are not limited to:

- Documentation errors or other non-display issues
- Loss of non-business critical features functionality that has an infrequent or minor impact on end users
- Configuration discrepancies and/or other application issues, localized or isolated operational nuisance that include incorrect operation of minor functionality or cosmetic errors that are not affecting the deliverables
- Minor user interface issues with a workaround where there is no impact to service

Priority 3 (P3) or Special Projects (No Impact): Issues that do not cause interference with the operation of the CME and is a scheduled service or new feature deployed.

- Basic questions about system or functionality
- Specific end user's issues that cannot be addressed by support tools
- Minor cosmetic errors or issues
- Documentation errors

- Defects in features or behavior that work correctly, but in an awkward or non-optimal manner
- Defects in features or behaviors that are minor or subjective and may not be specifically addressed in the requirements

“**Support Levels**” means the (3) three levels of technical support utilized to resolve Support Requests from County. The Support Requests made by County, will be initially addressed by the Marketing Partner’s customer service operations. The Support Levels are defined as follows:

- **1st Line Support/Tier 1 Support** means initial point of contact for County. Marketing Partner will respond to County inquiries submitted either by phone or email within the timeframe specified in the table below
- **2nd Line Support/Tier 2 Support** means where a problem exists that cannot be solved by 1st Line or inquiries cannot be answered by 1st Line, then these problems and/or inquiries will be passed on to Marketing Partner’s Technical Assistance Center (TAC) 2nd Line Support to resolve or refer to Marketing Partner for Resolution.
- **3rd Line Support/Tier 3 Support** means where problems cannot be resolved by 2nd Line Support, escalation is made to Marketing Partner’s leadership to establish action plans to resolve the issue.

Support Level Expectations:

- Marketing Partner will communicate a real-time response for support issues according to table below
- County will respond to Marketing Partner requests for services for all support services in order for the SLAs and priority levels to be active
- SLA’s do not apply when the County approves a service that will knowingly exceed the SLA or if it is an issue which Marketing Partner cannot control
- SLA’s do not apply if caused by a warranty or manufacture failures or by circumstances outside of Marketing Partner’s reasonable control (e.g., power failures or internet outages)
- County can approve the fee(s) for expedited support or wait until the defined business hours resume
- SLA’s go into effect on a per location basis 90 days after the Go-Live Date; Marketing Partner will attempt to resolve issues as timely as possible and will provide weekly summary of open issues and resolution status during the 90-day stabilization period.
- Provide 24/7 remote monitoring of all networked devices for health status and overall performance
- Provide the free Wi-Fi Services twenty-four hours per day, seven days per week, 365 days per year throughout the term of this Agreement, with an uptime of at least ninety-seven percent (97%) exclusive of upgrades and planned maintenance
- Ensure the CIVIQ Platform is available twenty-four hours per day, seven days per week, 365 days per year throughout the term of this Agreement, with an uptime of at least ninety-seven percent (97%) exclusive of upgrades and planned maintenance

Remote Software Support Severity Level	Response Time	Resolution or Workaround	Resolution if Workaround Implemented as Interim Fix to a Defect
Critical (P1)	2 Hours	24 Hours (or best effort)	7 Days
Minor (P2)	48 Hours	7 Days	Next Scheduled Release
No Impact (P3)	72 Hours	Next Scheduled Upgrade/Release	Agreed Scheduled Release

Product Support Severity Level	Response Time	Resolution or Workaround	Resolution if Workaround Implemented as Interim Fix to a Defect
Critical (P1)	2 Hours	48 Hours (or best effort)	7 Days
Minor (P2)	48 Hours	7 Days	Next Scheduled Release
No Impact (P3)	72 Hours	Next Scheduled Upgrade/Release	Agreed Scheduled Release

[End of Appendix B]

APPENDIX C

PRE-APPROVED SUBCONTRACTORS

In accordance with Article 11 (Consent Of The County Required For Assignment) the following subcontractors have been preapproved by the County:

- Cisco Systems, Inc.
- AT&T
- Clever Devices, Ltd.
- Outfront Media Group LLC
- Intersection Media, LLC
- iHeartMedia, Inc.
- CTS Audio Video LLC (Palm Beach, FL - SBE - <http://ctsaudiovideollc.com/>)
- AVS Audio Visual Services (Miami, FL - SBE/MBE - <http://audiovisualsvc.com/>)

[End of Appendix C]