



DATE: AUGUST 26, 2020
TO: ATN BOARD OF DIRECTORS
FROM: DIANA KOTLER, EXECUTIVE DIRECTOR
RE: AGENDA ITEM 10

RECOMMENDATIONS:

Authorize Anaheim Transportation Network (ATN) Executive Director to terminate agreement with Ford Smart Mobility (formerly DoubleMap). Authorize ATN Executive Director execute a new agreement for Software as a Service Mobility Project in response to ATN RFP #2019-010 with TripShot, Inc.

BACKGROUND:

In September 2019, ATN released Request for Proposals (RFP) #2019-010 to develop and deploy a comprehensive technology platform to enable ATN and its partners to build virtual coordination of public transportation services, with single payment options, within a seamless mobility application.

On November 23, 2019, ATN received two proposals in response to RFP #2019-010 from with Ford Smart Mobility (formerly DoubleMap) and TripShot. Both proposals were deemed qualified and ATN recommended, to the ATN Board of Directors, award of agreement to Ford Smart Mobility. TripShot's proposal was ranked second, not because of lack of technical solution(s), but rather because of budgetary constraints.

ATN awarded agreement at its January 2019 meeting and staff immediately began completion of Scope of Work considerations, implementation timeline and final budgetary considerations. During this time two major complications occurred: 1) Ford Smart Mobility consolidation with DoubleMap and 2) Covid-19 shut-down.

As ATN, in good faith, continued its work to finalize agreement negotiations with Ford Smart Mobility, it became clear that the initial intent and vision of the RFP will not be realized with Ford Smart Mobility; that ATN would be "institutionalized" and "forged into a generic" implementation approach instead of the envisioned mobility application solution. Upon consultation with the ATN Executive Committee and ATN legal counsel, ATN communicated its intent to terminate agreement with Ford Mobility Solutions, effective September 4, 2020.

ATN staff reached out to TripShot to re-affirm their willingness, and ability, to perform tasks as outlined in the RFP #2019-010 and negotiated a Cost Proposal consistent with ATN budgetary abilities, while not compromising delivery of mobility solutions needed for the Anaheim community, and all ATN services – Anaheim Resort Transportation (ART) and Free Rides Around the Neighborhood (FRAN).



Negotiations for the agreement with TripShot, consistent with the initial intent of the RFP #2019-010 proceeded over the past two weeks. ATN legal counsel reviewed and, approved as to form, proposed agreement for Software as a Service Mobility Project. Scope of Work, budget and implementation schedule have been negotiated within the budgetary constraints acceptable to the ATN.

IMPACT ON BUDGET:

No impact on Fiscal Year 2020/21 budget. Consolidation of other service agreements and services provides operational savings to the ATN.



Anaheim Transportation Network



August 5, 2020

Ford Mobility (DoubleMap Inc).
101 West Washington St.,
Suite 700 East,
Indianapolis, IN 46204

RE: AGREEMENT TERMINATION

Mr. Hademan:

From the outset of our Procurement and Agreement dated May 17, 2020, we have engaged in conversation regarding the development of a mobile app, pursuant to the Scope of Work.

However, throughout the course of these conversations, it has become clear to Anaheim Transportation Network (ATN) that Ford Mobility Solutions (DoubleMap) is not capable of performing its duties under the terms of the agreement and scope of work.

As such, pursuant to Section 4.2 of the Agreement, ATN hereby gives 30-day notice of our intent to terminate the Agreement for material breach. Termination shall be effective September 4, 2020.

Should you have any questions or need further clarifications, please contact me at 714-563-5287 or via email at dkotler@atnetwork.org.

Sincerely,

Diana Kotler
Executive Director



August 14, 2020

Brian Hademan
Customer Success Manager
Ford Mobility (DoubleMap Inc)
101 West Washington St., Suite 700 East
Indianapolis, IN 46204

RE: ATN AGREEMENT TERMINATION

Dear Mr. Hademan:

In response to your letter dated August 7, 2020, in this correspondence, Anaheim Transportation Network (ATN) is providing further information to affirm our decision to terminate our agreement with Ford Smart Mobility (formerly DoubleMap). Specific points for making this decision are outlined below:

1. DoubleMap submitted its proposal in response to the ATN Request for Proposals (RFP) # 2019-010. In the proposal, and during the interview process, DoubleMap identified a Project Management Team (Attachment 1). None of the members of the proposed team have participated in discussions with the ATN, and to the best of our knowledge, are not on the current Project Management Team;
2. During our virtual meetings on July 20 and July 23, 2020, to further define our Scope of Work, we were informed that DoubleMap platform would be no longer maintained by Ford. You provided us with a new *Anaheim Product Roadmap* for implementation of our project (Attachment 2). To review our position, ATN purchased DoubleMap's TapRide platform for our system. We did not purchase RideSystems and/or TransLoc. Even though, you tried to justify that, functionally, there would be no difference between DoubleMap and the proposed RideSystems/TransLoc software solution, these systems were not presented to us during the procurement process, we did not acquire these software solutions, and as such, Ford is not be able to meet our needs to merge our family of services under one software solution.
3. The title of the ATN RFP #2019-010 *Software as a Service & Mobility Ecosystem Partnership*. The name of our solicitation outlines our outmost desire, and need, to create a mobile application (APP) to service as a one-stop-shop for trip planning, ticketing and other mobility solutions – an APP that integrates multi-modal and multi-functional travel choices for complete trips, points of interest and single payment options. Instead, you advised us to proceed with your "NHL" solution and seek a different APP developer to help us realize our vision.



As I stated during our conversations and a follow-up discussion on July 30, 2020, the above-mentioned issues represent a material breach from the proposal submitted by DoubleMap in response to RFP # 2019-010 and, therefore, fundamentally undermine ATN's vision and purpose for this project.

ATN uses public funds to fund capital projects like the project awarded to DoubleMap under RFP # 2019-010. DoubleMap submitted a Scope of Work in response to RFP #2019-010, which was integrated into the Scope of Work in the contract executed by the parties (Attachment 3).

We must follow public procurement policies. Not being able to produce the Scope of Work in the manner set forth in the RFP #2019-010 and your response to it and the Agreement is not a curable breach. It makes DoubleMap a "non-responsive" and/or "not responsible bidder". The next responsible bidder would be entitled to the procurement, or we have to go back out to bid. Due to changes in direction and staff at DoubleMap we've lost valuable time in producing the integrated APP called for in RFP # 2019-010. An integrated APP you now say you cannot produce.

As such and as stated in the correspondence to Ford dated August 5, 2020, and pursuant to Section 4.2 of the Agreement, ATN's 30-day notice of intent to terminate the Agreement for material breach remains unchanged. Termination shall be effective September 4, 2020.

Should you have any questions or need further clarifications, please contact me at 714-563-5287 or via email at dkotler@atnetwork.org.

Sincerely,

Diana Kotler
Executive Director

Attachments:

- Attachment 1 – Project Management Team
- Attachment 2 – Anaheim Product Roadmap Review
- Attachment 3 – Scope of Work

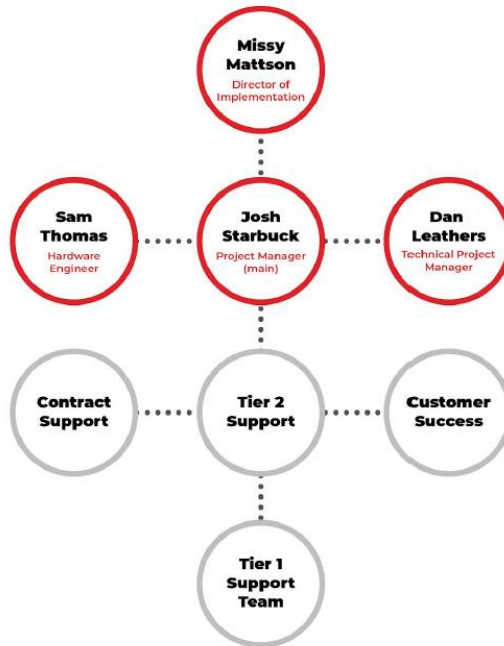


Attachment 1

DoubleMap Employees



Dedicated Sub-Team for your Project



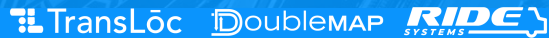
DoubleMap Team for the ATN Project

Attachment 2

Anaheim Product Roadmap Review



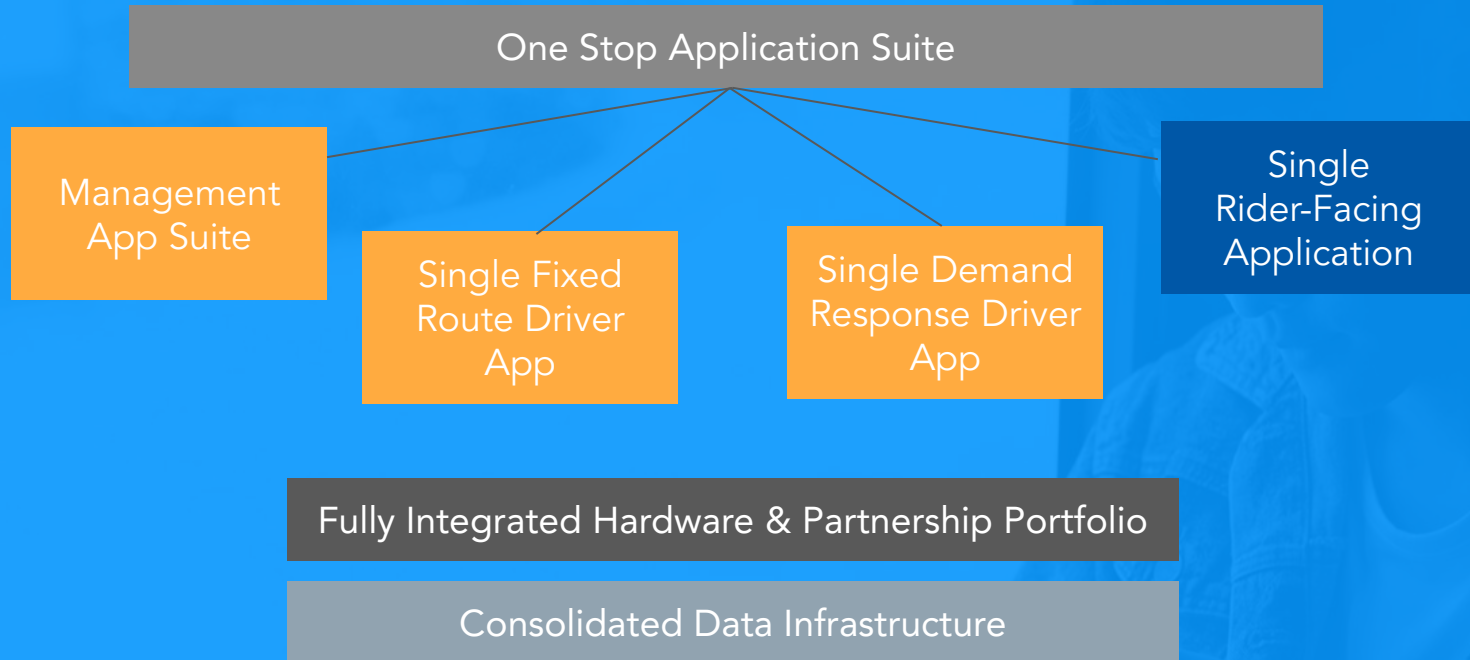
FORD MOBILITY



AGENDA

- Product Suite Vision
- Fixed Route Platform
- OnDemand Platforms
 - TapRide - FRAN
 - TransLoc - Fixed to Flex
- Rider-facing Apps
- Development Partners
- Q&A

Product Suite Vision



FIXED ROUTE PLATFORM



- Ride Systems
 - Platform for new implementations
- TransLoc
 - New development halted
 - Critical fixes only
- DoubleMap
 - New development halted
 - Critical fixes only
- A new fixed route platform is under development.

FORD MOBILITY

FIXED ROUTE - ANAHEIM PLAN:



- Ride Systems as platform
 - Same implementation timeline
 - Same signage support
 - Same passenger counter support
 - More robust administrative features
 - More robust reporting suite
- Long-term
 - Will merge into the new fixed-route solution in 2022
 - Eventually rebranded upon completion of the integrations

TAPRIDE PLATFORM (FRAN):

The logo for TapRide, featuring the word "TapRide" in a sans-serif font. "Tap" is in dark blue and "Ride" is in a lighter blue. The text is enclosed in two large, dark blue parentheses.

- New development halted
- Critical fixes only
- Key functionality being integrated into TransLoc OnDemand
- Eventually rebranded upon completion of the integrations

FORD MOBILITY



TAPRIDE (FRAN) - ANAHEIM PLAN:



- Same core functionality
- Choose from multiple algorithms
- User/rider groups
- Advanced fare payment functions

ON DEMAND PLATFORM (Fixed to Flex)



- Gains features of TapRide
- Multiple algorithms
- Token Transit multiple fare type support
- Rider groups

FIXED TO FLEX - ANAHEIM IMPACT:



- 90-day no charge test under Fixed to Flex
- Move from TapRide to TransLoc, if successful
- Eventually rebranded upon completion of the integrations

FORD MOBILITY

RIDER-FACING APPS



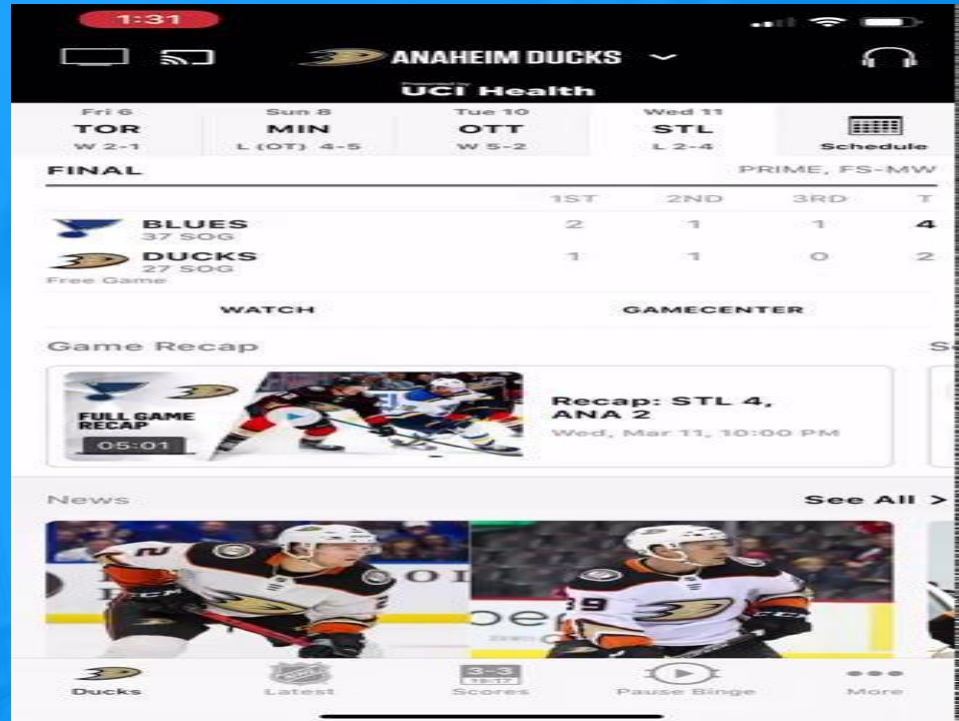
- DoubleMap, Ride Systems, and TapRide apps will remain available thru 2021, but no new development beyond critical functionality fixes
- TransLoc will be SOLE app receiving development resources
- Eventually rebranded upon completion of the integrations
- Apple and Google are limiting standalone branded apps
- No custom branding available

FORD MOBILITY

New Branding Features

What we are building

The NHL app recently introduced a best-in-class experience for connecting fans (users) with the teams (brands) they love.



FORD MOBILITY

RIDER-FACING APPS - ANAHEIM PLAN:



- Fixed Route
 - Launch on TransLoc app
- FRAN
 - Reboot to TransLoc at re-opening
- Fixed to Flex
 - 90-day Test
- Eventually rebranded upon completion of the integrations

Integration with Transit App



- Transit App can integrate with us:
 - Existing API endpoints for products, ETA, price estimate.
 - We will work with Transit to ensure consistent, stable connection
 - Our partnerships team has a relationship with the Transit App team
- Same resources available to any third-party app developer that Anaheim would choose

The Future of Ford Mobility

A single platform that provides transit providers and cities with the data and tools necessary to enable the full loop of designing, operating, and optimizing mobility.

Powered by accessible, accurate, connected data and scalable via third-party integrations, transit providers have optionality in what they do with the data and what they need to scale their system; future-proofing their investment.

FORD MOBILITY

Summary

- Fixed Route: Ride Systems launch on current timeline with TransLoc app
- FRAN: Option to remain on TapRide in short-term with current app or merge into TransLoc OnDemand with TransLoc app after completion of Fixed to Flex program
- Fixed to Flex: Launch on TransLoc OnDemand with TransLoc app - 90 day program
- CtrCity Anaheim app: Will remain active as long as FRAN runs on TapRide. Will eventually be replaced with the TransLoc app with focused branding elements

FORD MOBILITY

Q&A

FORD MOBILITY

 TransLōc  DoubleMAP  **RIDE**
SYSTEMS

Attachment 3



Exhibit B

Cost Analysis of Double Map Final Quote Summary

LN	Note	Item	Qty	Price	Capital Costs	Year 1	Year 2	Year 3	Year 4	Year 5	Total Costs
Base System CAD/AVL											
1		Military-Grade Mobile Data Terminal (MDT)	82	\$ 1,350.00	\$ 110,700.00						\$ 110,700.00
2		AVL Hardware Installation	82	\$ 330.00	\$ 27,060.00						\$ 27,060.00
3		AVL Project Management	1	\$ 7,500.00	\$ 7,500.00						\$ 7,500.00
4		AVL On-Site Training Workshop	1	\$ 6,000.00	\$ 6,000.00						\$ 6,000.00
5		Software Licensing	82	\$ 30.00	\$ 2,460.00						\$ 2,460.00
6		Subscription & Support	82	\$ 100.00		\$ 8,200.00	\$ 8,200.00	\$ 8,200.00	\$ 8,200.00	\$ 8,200.00	\$ 41,000.00
7		AVL Cloud Services & Hosting Plus	82	\$ 325.00		\$ 26,650.00	\$ 26,650.00	\$ 26,650.00	\$ 26,650.00	\$ 26,650.00	\$ 133,250.00
8											
9											
Block Scheduling/Schedule Adherence											
11		Block Scheduling Integration & Interface	1	\$ 1,500.00	\$ 1,500.00						\$ 1,500.00
12		Schedule Adherence Integration & Interface	1	\$ 750.00	\$ 750.00						\$ 750.00
13		Schedule Adherence Subscription & Support	1	\$ 2,400.00		\$ 2,400.00	\$ 2,400.00	\$ 2,400.00	\$ 2,400.00	\$ 2,400.00	\$ 12,000.00
14											
Realtime Passenger Information System (RTP)											
16		Mobile Apps (iOS & Android)	Included								\$ -
17		Web Apps (Desktop & Mobile Web)	Included								\$ -
18		Application Program Interface (API) - JSON	Included								\$ -
19		White Label App Design (iOS & Android)	Included								\$ -
20		White Label App Subscription & Support (iOS & Android)	Included								\$ -
21											
22		Text Messaging Configuration (SMS)	1	\$ 900.00	\$ 900.00						\$ 900.00
23		Text Messaging Package Subscription & Support (SMS)	1	\$ 1,800.00		\$ 1,800.00	\$ 1,800.00	\$ 1,800.00	\$ 1,800.00	\$ 1,800.00	\$ 9,000.00
24		Interactive Voice Response Configuration (IVR)	1	\$ 900.00	\$ 900.00						\$ 900.00
25		Interactive Voice Response Package Subscription & Support (IVR)	1	\$ 1,500.00		\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 7,500.00
26		Canned Messaging Configuration	1	\$ 600.00	\$ 600.00						\$ 600.00
27		Canned Messaging Subscription & Support	1	\$ 1,500.00		\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 7,500.00
28											
GTFS-RT											
30		GTFS-RT Integration	1	\$ 1,500.00	\$ 1,500.00						\$ 1,500.00
31		GTFS-RT Subscription & Support	1	\$ 2,400.00		\$ 2,400.00	\$ 2,400.00	\$ 2,400.00	\$ 2,400.00	\$ 2,400.00	\$ 12,000.00
32											
GTFS-Architect											
34		GTFS-Architect Setup	1	Included	Included						Included
35		GTFS-Architect Subscription & Support	1	Included		Included	Included	Included	Included	Included	Included
36											
Multi-Modal Trip Planning Application											
38		Multi-Modal Trip Planning Application Implementation	1	\$ 30,000.00	\$ 30,000.00						\$ 30,000.00
39		Multi-Modal Trip Planning Application Support	1	\$ 24,000.00		\$ 24,000.00	\$ 24,000.00	\$ 24,000.00	\$ 24,000.00	\$ 24,000.00	\$ 120,000.00
40											
Automated Voice Announcement (AVA)											
42		AVA Hardware	82	\$ 600.00	\$ 49,200.00						\$ 49,200.00
43		AVA Hardware Installation	82	\$ 264.00	\$ 21,648.00						\$ 21,648.00
44		AVA Project Management	1	\$ 2,400.00	\$ 2,400.00						\$ 2,400.00
45		AVA Subscription & Support	82	\$ 100.00		\$ 8,200.00	\$ 8,200.00	\$ 8,200.00	\$ 8,200.00	\$ 8,200.00	\$ 41,000.00
46											
Digital Passenger Counting (DPC)											
47		DPC System Design and Integration	1	\$ 300.00	\$ 300.00						\$ 300.00
48		DPC Reporting Subscription & Support	1	\$ 2,000.00		\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 10,000.00
49											
50											
Digital Panic Button											
52		Digital Panic Button Implementation	1	\$ 600.00	\$ 600.00						\$ 600.00
53		Digital Panic Button Support	1	\$ 900.00		\$ 900.00	\$ 900.00	\$ 900.00	\$ 900.00	\$ 900.00	\$ 4,500.00
54											
55											
Mobile Ticketing											
56		Mobile Ticketing Integration & Interface	1	\$ 3,000.00	\$ 3,000.00						\$ 3,000.00
57		Mobile Ticketing Support	1	\$ 7,200.00		\$ 7,200.00	\$ 7,200.00	\$ 7,200.00	\$ 7,200.00	\$ 7,200.00	\$ 36,000.00
58											
Existing Digital Signage Integrations											
60		Outdoor LED & LCD Digital Signage Integration & Configuration	23	\$ 900.00	\$ 20,700.00						\$ 20,700.00
61		Outdoor LED & LCD Display Subscription & Support	23	\$ 300.00		\$ 6,900.00	\$ 6,900.00	\$ 6,900.00	\$ 6,900.00	\$ 6,900.00	\$ 34,500.00
62											
New On-board Digital Signage System											
64		In-Vehicle LED Display	36	\$ 700.00	\$ 25,200.00						\$ 25,200.00
65		In-Vehicle LED Installation	36	\$ 300.00	\$ 10,800.00						\$ 10,800.00
66		In-Vehicle LED Subscription & Support	36	\$ 100.00		\$ 3,600.00	\$ 3,600.00	\$ 3,600.00	\$ 3,600.00	\$ 3,600.00	\$ 18,000.00
67											
Existing Headsign Integration											
68											
69		Headsign Integration & MCU Upgrade Hardware	8	\$ 1,050.00	\$ 8,400.00						\$ 8,400.00
70		Headsign Integration Cabling & Equipment	32	\$ 150.00	\$ 4,800.00						\$ 4,800.00
71		Headsign Integration	1	\$ 15,000.00	\$ 15,000.00						\$ 15,000.00
72		Headsign Integration Hardware Installation	40	\$ 150.00	\$ 6,000.00						\$ 6,000.00
73		Headsign Subscription & Support	40	\$ 120.00		\$ 4,800.00	\$ 4,800.00	\$ 4,800.00	\$ 4,800.00	\$ 4,800.00	\$ 24,000.00
74											
On-Board Video Surveillance											
76		On-Board Video Surveillance System Hardware	46	\$ 3,750.00	\$ 172,500.00						\$ 172,500.00
77		On-Board Surveillance Subscription & Support	46	\$ 900.00		\$ 41,400.00	\$ 41,400.00	\$ 41,400.00	\$ 41,400.00	\$ 41,400.00	\$ 207,000.00
78		On-Board Video Surveillance System Hardware	36	\$ 3,750.00			\$ 135,000.00	\$ 135,000.00	\$ 135,000.00	\$ 135,000.00	\$ 472,500.00
79		On-Board Surveillance Subscription & Support	36	\$ 900.00			\$ 32,400.00	\$ 32,400.00	\$ 32,400.00	\$ 32,400.00	\$ 118,800.00
80											
Automated Passenger Counting (APC)											
81											
82		APC Hardware - Two Doors	30	\$ 2,550.00	\$ 76,500.00						\$ 76,500.00
83		APC Hardware - Three Doors	10	\$ 3,250.00	\$ 32,500.00						\$ 32,500.00
84		APC Project Management	1	\$ 1,500.00	\$ 1,500.00						\$ 1,500.00
85		APC Subscription & Support	40	\$ 100.00		\$ 4,000.00	\$ 4,000.00	\$ 4,000.00	\$ 4,000.00	\$ 4,000.00	\$ 20,000.00
86		APC Cloud Services & Hosting	40	\$ 50.00		\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 10,000.00
87											
Infotainment System											
89		Englug Infotainment Device	82	\$ 269.00	\$ 22,058.00						\$ 22,058.00
90		Englug Infotainment Support	82	\$ 336.00		\$ 27,552.00	\$ 27,552.00	\$ 27,552.00	\$ 27,552.00	\$ 27,552.00	\$ 137,760.00
91											
VoIP											
93											
92		VoIP Hardware	82	\$ 300.00	\$ 24,600.00						\$ 24,600.00
94		VoIP Implementation & Integration	1	\$ 3,600.00	\$ 3,600.00						\$ 3,600.00
95		VoIP Support	82	\$ 300.00		\$ 24,600.00	\$ 24,600.00	\$ 24,600.00	\$ 24,600.00	\$ 24,600.00	\$ 123,000.00
96											
Warranty											
98		Extended Equipment Warranty	82	\$ 120.00		\$ 9,840.00	\$ 9,840.00	\$ 9,840.00	\$ 9,840.00	\$ 9,840.00	\$ 49,200.00
99											
TapRide											
101		TapRide Subscription & Support	10	\$ 1,400.00		\$ 14,000.00	\$ 14,000.00	\$ 14,000.00	\$ 14,000.00	\$ 14,000.00	\$ 70,000.00
102		TapRide Cloud Services & Hosting	10	\$ 150.00		\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 7,500.00
103		White Label App Subscription (iOS & Android)	1	\$ 6,500.00		\$ 6,500.00	\$ 6,500.00	\$ 6,500.00	\$ 6,500.00	\$ 6,500.00	\$ 32,500.00
104		Points of Interest Subscription & Support	1	\$ 3,931.18		\$ 3,931.18	\$ 3,931.18	\$ 3,931.18	\$ 3,931.18	\$ 3,931.18	\$ 19,655.90
105		Auto-Assignment Subscription	10	\$ 1,050.00		\$ 10,500.00	\$ 10,500.00	\$ 10,500.00	\$ 10,500.00	\$ 10,500.00	\$ 52,500.00
106		TapRide Pop-Up Guide Support	1	\$ 1,200.00		\$ 1,200.00	\$ 1,200.00	\$ 1,200.00	\$ 1,200.00	\$ 1,200.00	\$ 6,000.00
107											
108		Subtotals			\$ 691,176.00	\$ 249,073.18	\$ 249,073.18	\$ 416,473.18	\$ 281,473.18	\$ 281,473.18	\$ 2,168,741.90

Exhibit B - Scope of Work

DoubleMap is offering the below items within this contract.

CAD/AVL services (82 Vehicles)

- Admin dashboard
 - Unlimited users
 - Dispatching capabilities
 - Dispatcher/Driver/Auto-route
 - Run/block
 - Add/remove vehicles
 - Route/Stop Creator
 - Announcements to be displayed to riders on public website/applications
 - Ability to communicate system information, detours, delays, etc. to riders in mobile app/browser website
 - Bus/Route History tool
 - Business Intelligence Reporting Platform
 - DoubleMap is in the process of adding a BI tool to its current platform
 - DoubleMap shall use its best efforts, in good faith, to implement a business intelligence reporting tool within 12 (twelve) months of the Effective Date of the Agreement.
 - Standard Reports
 - Mileage
 - On-Time
 - Off-Route
 - DPC Passenger
 - APC Passenger
 - Route Travel Time
 - Route Change
 - Driver Login
 - Headway
 - Bus Arrivals/Departures
 - Raw GPS Data
 - Validation Reports
 - System Status
 - Admin Alerts
 - Off route
 - Speeding
 - Route change
 - Emergency

- Add/manage wayside signs
- White label Android/iPhone application
 - For iPhone, Android
 - Stand-alone White Label applications
 - Stand-alone iOS and Android app
 - Allows for the following customization: logo, banner color, external links, stop descriptions, announcements, App name (pending availability)
- Mobile websites for Android, iPhone, Blackberry, and Window phones
- AVL Hardware
 - Getac
 - Power cabling
 - Hardwire to vehicle power
 - 6in post
 - Dash post
 - Cellular Data
 - ATN to provide
 - Verizon SIM Cards (2FF)
- Hardware warranty
 - Warranty is for 5 years
- Installation
 - DoubleMap to provide
- Training
 - On-Site

Trip Planning

- Trip Planning Phase I
 - Google Trip Planning within the DoubleMap application
- Trip Planning Phase II
 - Multi-Modal Trip Planning
 - DoubleMap Partner

Schedule Adherence

- Adherence to scheduled time points to be displayed on the driver tablet

SMS Text Messaging Alerts/IVR

- ETA Text Messaging
 - Phone number for riders to text
- IVR ETA Messaging
 - Phone number for riders to call

AVA (82 Vehicles)

- Stop by stop announcements
 - ADA compliance stop announcing
- Buses have existing PA systems/speakers
 - USB AVA utilizing buses existing PA system/speakers
 - AVA box
 - USB to USB cable
- Route/Stop edit abilities
 - Manage what stops are announced
 - Private stops for advertising
- Geofence editing
 - Based on a particular stops location, geofence can be managed to better suit a specific need like a stop that could have drivers passing through at a fast pace
- Installation
 - DoubleMap to provide

On-Board Next Stop Signs (36 Vehicles)

- Visual next stop announcements
- Route/Stop edit abilities
 - Manage what stops are announced
 - Private stops for advertisements
- Geofence editing
 - Based on a particular stops location, geofence can be managed to better suit a specific need like a stop that could have drivers passing through at a fast pace
- Hardware
 - Adaptive Micro Systems
 - Amber
- Installation
 - DoubleMap to provide

Automated Passenger Counting (APC) (40 Vehicles)

- 30 APC hardware (2 Door) units
 - Hella

Make/Model	Front Door Width	Front Door Height	Back Door Width	Back Door Height
(10) BYD K7	38	76.5	42	77
(20) BYD K9	42.8	79	39.4	79

- 10 APC hardware (3 Door) units
 - Hella

Make/Model	Front Door Width	Front Door Height	Middle Door Width	Middle Door Height	Back Door Width	Back Door Height
(10) BYD K11	38	77	38.2	76.6	38.2	76.6

- APC Reporting
 - Route
 - Stop
 - Type
 - Type and Route
 - Type and Stop
 - Bus and Type
 - Bus and Stop
 - Trip
 - Bus
- Bus capacity for riders to see
- Integration cables
- Installation
 - BYD to provide installation at their factory for APC hardware (APC & Pepwave sensor)
 - DoubleMap will send a technician onsite to supervise the installation. The tech will stay long enough to validate the installs are being performed properly. The tech is not expected to stay on site to oversee every single installation.

- If any client wishes to perform their own HELLA installation, they must have a pre-install phone call with the Utah TechOps team to ensure they have the needed experience and expertise and all expectations regarding testing, communication, etc. are firmly set. A pre-install phone call was held with a TechOps member, the Sales representative, and the client. The client confirmed they received the necessary wiring diagrams via email and 'should have no problem performing the installations'.

Digital Passenger Counting (DPC)

- Tablet counting
 - Customized passenger types (limit to 18)
- DPC Reporting
 - Route
 - Stop
 - Type
 - Type and Route
 - Type and Stop
 - Bus and Type
 - Bus and Stop
 - Trip
 - Bus

Digital Panic Button

- Digital panic button contained on the tablet

Canned Messaging

- One time upload of driver/dispatch messages to the admin site/tablets
- Ability to create custom messages from the admin portal
- Driver ability to acknowledge messages sent from dispatch
- Messaging inbox maintained on the admin portal

Headsigns (40 Vehicles)

- Integration into existing headsigns
 - Luminator
 - MCU controller unit
 - Anaheim currently has ODK 2 units installed on a number of vehicles. Anaheim will swap out the ODK 2 units for MCU controller units. At which point, DoubleMap will be able to integrate with the MCU headsign controllers
 - Twinvision
 - Smart Series 2 OCU
- Single sign on capabilities

- Select route on tablet will change route on headsign
- Run/Block will automatically do this when driver logs in
- Integration cables
- MCU and cabling Installation
 - DoubleMap to provide

Outdoor Digital Signage (23 Signs)

DoubleMap shall undertake good faith reasonable efforts to integrate its Service with the outdoor digital signage, as these are new integrations for DoubleMap. Provided there are alternative routes for DoubleMap to substantially perform the intended functionality of the integration, which is to use outdoor digital signage with the Service, DoubleMap, at its option, may take such alternative routes to ensure Anaheim can utilize outdoor digital signage in relation to the Service. Such alternative routes may include replacing the current outdoor digital signage, or modifying the current outdoor digital signage, which would require an addendum.

- Sunbrite LCD (4)
 - Model Number: SB-3211HD
 - Client to provide data via ethernet hook up at location
 - Power available at location
- Sunrise LED (12)
 - 2-line, 24 characters
 - Client to provide data via ethernet hook up at location
 - Power available at location
- Waysine LED Solar (7)
 - 2-line, 24 characters
 - Client to provide data via ethernet hook up at location

Kiosk Mode

- Auto-scroll map to display all routes, route names, bus locations, announcements and client branding
 - DoubleMap to provide URL to Anaheim
 - Anaheim will then be able to point a local PC connected to a monitor to display the provided URL

Mobile Ticketing

- DoubleMap will work with Token Transit to provide a deep link between the two applications for the initial phase of the project.

GTFS Real Time

- Item(s) included in GTFS-RT feed:
 - Vehicle latitude & longitude
- An API feed will be made available with the use of the Architect platform. Anaheim will be able to maintain a GTFS-RT compliant feed of their system within Architect, and will have the means to provide that to various platforms that accept the feed (i.e. Google Transit)

In-Vehicle Surveillance System (82 vehicles)

- Surveillance units/cameras to be installed at BYD facility
- 46 units installed in Year 1
- 36 units installed in Year 3

Infotainment

- Existing provider: Enplug
- DoubleMap is purchasing the new Enplug hardware and including annual support costs
- ATN will directly oversee the content management

Voice over Internet Protocol (VoIP) (82 vehicles)

- DoubleMap shall utilize its best efforts, in good faith, to investigate potential options to implement VoIP, or find an alternative solution, following the Effective Date of this Agreement. Once the investigatory period has concluded and a solution is determined by DoubleMap, an addendum will be required to implement VoIP or an alternate solution.

MASTER SERVICES AGREEMENT

This Master Services Agreement (this “**Agreement**”) dated as of the last signature to this Agreement (the “**Effective Date**”) is between TripShot Inc., a Delaware corporation, located _____ (“**TripShot**”) and ATN Transportation Network (“**ATN**”), a California non-profit corporation, located at 1354 S. Anaheim Boulevard, Anaheim, CA 92805.

Recitals

WHEREAS, TripShot submitted a RFP Proposal (“**Proposal**”) (**attached hereto as Exhibit A**) to ATN in response to ATN’s RFP No. 2019-010, which TripShot was awarded to perform services as outlined in the Proposal and Scope of Work.

WHEREAS, ATN wishes to license TripShot’s proprietary vehicle tracking and passenger information service provided through proprietary software and other proprietary services outlined in the Scope of Work (attached hereto as **Exhibit B**) (collectively the “**Service**”) made available via web portal in combination with Equipment for use in the management, location, and inventory of ATN’s transportation resources in accordance with the terms of this Agreement.

WHEREAS TripShot wishes to make the Service available to ATN on the terms and conditions described in this Agreement.

WHEREAS TripShot will consult on the purchase of Equipment by ATN to ensure software compatibility and integrability with hardware

NOW, THEREFORE, in consideration of the foregoing recitals, agreements, covenants and promises as set forth herein, and other good and sufficient consideration, the receipt, adequacy, and sufficiency of which is accepted and acknowledged, TripShot and ATN hereby agree as follows:

Agreement

1. Definitions.
 - 1.1. Definitions Set Forth in Exhibit C. For convenience, certain terms used in this Agreement are listed in alphabetical order and defined or referred to in Exhibit C attached hereto and made a part hereof.
2. Service and Equipment.
 - 2.1. Service. Subject to payment of the Fees and the remaining terms and conditions of this Agreement (including, without limitation, the use requirements, restrictions and limitations described in Section 6.1), TripShot hereby grants to ATN a limited, revocable, non-exclusive, and non-transferable right to access and use the Service and the Documentation during the Term at each Licensed Facility. TripShot will make the Documentation available to ATN in electronic form.
 - 2.2. Performance of Services.

- 2.2.1. Responsibility for TripShot Representatives. TripShot shall remain responsible for all activities of TripShot representatives, including for all acts and omissions of TripShot representatives that occur within the representatives scope of work that results in damages or claims brought by ATN, to the same extent as if such activities were performed by TripShot, and for purposes of this Agreement, such activities shall be deemed activities performed by TripShot.
- 2.2.2. Data Center Provider. A “Data Center Provider” means any third party retained or engaged by TripShot to provide all or part of the Services at a secure data center or data centers solely (located wholly within the United States unless the Parties otherwise agree in writing), and subject to the terms and conditions of this Agreement, including any location requirements and the security standards and obligations set forth in Exhibit K (“Systems Security Requirements”); provided, however, that TripShot represents, warrants and covenants that such third party shall merely be engaged in the data hosting, back-up and recovery services constituting the Services, and shall not undertake any development of software that would be used in the application. Unless otherwise agreed in writing by ATN, no Services may be provided from, and no ATN Data may be processed or stored at, locations (including Data Center Provider environments) outside of the United States.
- 2.3. Equipment. ATN agrees to purchase, with consultation from TripShot and TripShot agrees to consult, the necessary the Equipment.
- 2.4. Additional Facilities. If ATN expands or modifies the Licensed Facilities ATN may be required to purchase additional hardware and/or software licenses and/or services to enable the Service to function properly in expanded or modified Licensed Facilities, and in additional Licensed Facilities. Such purchases shall be agreed to in writing by executing additional amendments to Exhibit D.
- 2.5. Transition. TripShot acknowledges that ATN has an existing agreement for related services with a third party and that there shall be a period of transition from the time of execution of this Agreement in which ATN’s previous services from the third party provider shall be operating until TripShot’s Service is fully functional.
3. Fees and Payment.
- 3.1. Service Rates. The rates for the Service are identified in Exhibit D (the “**Service Fee**”). The Service Fee will commence on the Activation Date and will continue for the initial Term. TripShot shall not charge ATN any amounts, and ATN shall not be obligated to pay any additional amounts for the Services outlined in this Agreement, except as set forth in this Agreement, the Scope of Work and Fee exhibits. TripShot shall not make any adjustments to pricing or fees for the Services outlined in this Agreement, except in such manner as specified in the applicable Scope of Work.
- 3.2. List of Equipment. The list of necessary Equipment is identified in Exhibit D.
- 3.3. Payment, Taxes and Procedures. TripShot will invoice ATN for Fees. ATN shall pay TripShot in accordance with payment terms set forth below:

- 3.3.1. Fees are payable in U.S. dollars only and are due no later than thirty (30) days after the invoice date. Fees are nonrefundable.
- 3.3.2. Payments shall be delivered to the address indicated on the invoice, unless otherwise instructed by TripShot.
- 3.3.3. Prices do not include applicable state and local sales, use and other taxes. ATN is responsible for such taxes or shall provide proof of tax exemption. TripShot agrees and acknowledges that it has sole responsibility and liability for invoicing to ATN any and all taxes, contributions, penalties, interest or other sums arising out of the amounts paid pursuant to this Agreement and applicable to ATN principal office locations, the understanding being that the quoted rates include therein a component attributable to such sums.

4. Term and Termination.

- 4.1. Term. This Agreement begins on the Effective Date and will remain in effect for the Initial Term. The Agreement will automatically renew for additional successive one (1) year periods (each a “**Renewal**”) unless ATN provides written notice to TripShot at least thirty (30) days before the end of the Term.
- 4.2. Termination for Breach. Either party may terminate this Agreement if the other party materially breaches any of the terms and conditions of this Agreement and it is not cured:
 - 4.2.1. Within ten (10) days after written notice if the breach relates to payment of Fees; or
 - 4.2.2. Within thirty (30) days after written notice for any other breach.
- 4.3. Effect of Termination or Expiration.
 - 4.3.1. Upon termination or expiration of this Agreement for any reason, (i) ATN’s license and right to access and use the Service automatically terminates, and (ii) ATN’s right to receive, view and/or access the ATN Data through the Service automatically terminates. Termination of this Agreement does not relieve ATN of its obligation to pay monies due TripShot. ATN will have access to the Service and the ability to view the ATN Data through the Service after notice of termination is given until the effective date of termination.
 - 4.3.2. No Self Help/No Suspension of Services. Except as expressly set forth in Section 4.2 or Section 6.1, TripShot acknowledges and agrees that, in the event of any dispute with ATN, and notwithstanding any alleged breach of this Agreement by ATN, TripShot may, at its sole option, continue to provide the Services and otherwise to fully and timely comply in all respects with the terms of this Agreement. If TripShot elects to continue the relationship, TripShot shall not use any means, directly or indirectly, to prevent, impede, delay or interfere with ATN’s or any end user’s use of the Services, nor shall TripShot instruct nor permit any TripShot representatives to shut down, suspend, delay, disable, or interfere with ATN’s or any end user’s access to or use of the Services.



4.3.3. Termination Assistance. Commencing upon receipt or issuance by TripShot of a notice of termination or non-renewal, and continuing until the effective termination date (the “Termination Assistance Period”), TripShot shall cooperate with ATN and its designee (collectively, the “Successor”), in providing necessary assistance to facilitate the orderly transfer of the terminating/expiring Services to the Successor (the “Termination Assistance”) at ATN’s expense. Termination Assistance includes the services, functions and responsibilities described in Exhibits A and B and any amendments thereto.

4.4. Survival. The terms provided in Sections 5.6, 8, 9, and 10 of this Agreement survive any termination or expiration of this Agreement.

5. Warranties and Disclaimer of TripShot.

5.1. Service Warranty. TripShot represents and warrants that the Service will substantially conform to the Documentation during the Term. TripShot will use commercially reasonable efforts to repair failures of the Service to substantially conform to the Documentation during the Term.

5.2. RESERVED.

5.3. Customer Service. TripShot represents and warrants that customer service for all applicable features, including but not limited to, software, administrative use, driver use, and troubleshooting, is included as part of the Service Fees in Exhibit D.

5.4. Exclusive Remedy. Sections 5.1, 5.2 and 5.3 set forth ATN’s exclusive remedy for breach of the related warranties.

5.5. Warranty Limitations. TripShot is not responsible for failure of the Service to conform to the Documentation or to provide accurate information with respect to the location, time, status, availability or existence of ATN’s Vehicle Fleet if the Equipment (i) has problems caused by failure of ATN’s operations staff to follow instructions or corrective procedures provided by TripShot, or (ii) is subject to misuse, negligence, willful misconduct, tampering, accident, abuse, fire, flood, wind, earthquake, act of God, or public enemy. Further, TripShot is not required to pay for and/or support the upgrade of tracker and sign hardware, on-site troubleshooting, on-site repair of hardware, and shipping costs for repair parts, including warranty repairs.

5.6. Disclaimer. EXCEPT AS EXPRESSLY PROVIDED HEREIN, TRIPSHOT MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, AND DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE OR ANY WARRANTIES ARISING FROM TRADE USAGE OR COURSE OF DEALING. IN ADDITION, THE SERVICE DEPENDS UPON DATA BEING TRANSMITTED OVER THE INTERNET, ATN’S NETWORK, GPS SATELLITES, AND THIRD-PARTY CARRIER NETWORKS, AND AS TRIPSHOT HAS NO CONTROL OVER THE FUNCTIONING OF THE INTERNET, THE SERVICE IS OFFERED ON AN “AS-AVAILABLE” BASIS. TRIPSHOT DOES NOT WARRANT THAT THE SERVICE WILL OPERATE UNINTERRUPTED OR ERROR-FREE.

- 5.7. Pass-through of Third-Party Warranties. In the event any third party materials are provided to ATN hereunder, either as part of the Services or as necessary or incidental to TripShot's provision of Services (including hosting services), TripShot shall pass through to ATN all representations, warranties and covenants from such third party providers, in addition to any representations, warranties and covenants provided by TripShot in this Agreement.
 - 5.8. Disaster Recovery Plan. TripShot's data is maintained with cloud service vendors who maintain disaster recovery plans consistent with industry standards. TripShot shall provide ATN with additional documentation of such Disaster Recovery Plan within forty-five (45) business days after execution of this Agreement. If the Disaster Recovery Plan is not substantially consistent with industry standards, TripShot shall have sixty (60) days to provide such measures. If ATN finds the substitute Disaster Recovery Plan is not substantially consistent with industry standards, ATN may terminate this Agreement without any liability or choose to waive this requirement and proceed with the Agreement.
 - 5.9. Federal and State Compliance. TripShot warrants that it meets all federal and state compliance standards, and certifies that it specifically meets, and will execute the applicable certificates attached hereto as exhibits as a condition precedent to ATN's execution of this Agreement:
 - 5.9.1. the Federal Civil Rights Requirements attached hereto as **Exhibit F**;
 - 5.9.2. the Federal Byrd Anti-Lobbying Amendment attached hereto as **Exhibit G**;
 - 5.9.3. the State of California Drug Free Workplace standards attached hereto as **Exhibit H**;
 - 5.9.4. the Federal Debarment, Suspension, Ineligibility And Voluntary Exclusion for Lower Tier Covered Transactions attached hereto as **Exhibit I**; and
 - 5.9.5. the Federal Buy America Requirements attached hereto as **Exhibit J**.
6. Warranties and Acknowledgement of ATN.
- 6.1. Use Requirements, Restrictions and Limitations. ATN represents that it will observe the following requirements and restrictions in connection with its access to and use of the Service:
 - 6.1.1. ATN shall not reverse engineer, de-compile or disassemble the Service or Equipment, shall not attempt to access any data underlying the Service or circumvent the user interface or other technological measures put in place by TripShot, and shall not modify, access, download, copy, or interfere with the Equipment or its embedded software without the express consent of TripShot.
 - 6.1.2. ATN shall not rent, sell, assign, lease, or sublicense the Service. ATN shall not use the Service in a service bureau, outsourcing or other arrangement to process or administer data on behalf of any third party.
 - 6.1.3. ATN shall not knowingly access, store, or transmit via the Service any material that (i) is unlawful, harmful, threatening, defamatory, obscene, infringing,

harassing or offensive; (ii) facilitates illegal activity; (iii) is discriminatory; or (iv) causes damage or injury to any person or property.

- 6.1.4. ATN shall not violate or attempt to violate the security of TripShot's networks, including (i) accessing data not intended for ATN; (ii) accessing a server or account which ATN is not authorized to access; (iii) attempting to scan or test the vulnerability of a system or network or to breach security or authentication measures; or (iv) attempting to interfere with the availability or functionality of the Services, including by means of submitting a virus, overloading, flooding, spamming, mail bombing or crashing.
- 6.1.5. ATN shall cause each of ATN's employees, agents, and independent contractors to comply with (i) the obligations set forth in this Section 6.1 and (ii) all applicable laws, rules and regulations in connection with their use of the Service.
- 6.1.6. TripShot reserves the right, without liability to ATN, to disable ATN's or a User's access to the Service for breach of this Section 6.1.

6.2. ATN acknowledges and agrees:

- 6.2.1. That the Service is an information tool only and is not a substitute for competent management and oversight of ATN's Vehicle Fleet, transportation system, and personnel;
- 6.2.2. That the Service depends upon data being transmitted over the internet, ATN's network, GPS satellites, and third-party carrier networks, and that, TripShot has no control over the functioning of the internet, ATN's network, GPS satellites, or the network of a carrier; and
- 6.2.3. That ATN alone is responsible for acquiring and maintaining ATN's Vehicle Fleet, Equipment, ATN's network, ATN's internet access, and the rest of ATN's physical and technological infrastructure.

6.3. International Roaming. If the Equipment transmits and receives data without user intervention and generate international roaming charges when it is taken out of the United States, ATN alone will be responsible for roaming charges.

7. Service and Support

7.1. Software Upgrades. TripShot will provide upgrades to software ("**Upgrades**") that TripShot generally makes available to its other licensees for no additional charge. ATN acknowledges that Upgrades include only point releases that improve or maintain the stability of the Service and do not include major releases that add new functionality, which may be available for an additional fee. In the case where TripShot provides new features to ATN at no charge, the continued availability, performance, or usefulness of such features are not guaranteed or warranted by TripShot and such new features may be revoked at any time. ATN acknowledges that some newly integrated features in future releases of the TripShot software may require the purchase of the appropriate hardware upon which the features depend. If new features that add new functionality to the Service are offered for sale to TripShot's other customers, such features will be offered to Customer at or below the prevailing rate.

- 7.2. RESERVED.
- 7.3. Equipment Maintenance and ATN Assistance. In order to minimize downtime, ATN will provide basic, reasonable maintenance of any on-vehicle Equipment provided by TripShot (if any) when reasonably instructed by TripShot. Such tasks may include, but are not limited to, checking, and replacing fuses, securing loose connections, and swapping defective components with replacement parts provided by TripShot.
- 7.3.1. Hardware Integrations. If the project scope requires a hardware integration, ATN will provide TripShot test units and official documentation of the hardware prior to the installation for internal integration testing. If the documentation provided to TripShot by the ATN is outdated or incorrect, it will be the responsibility of the ATN to provide correct documentation to TripShot. TripShot has the right to alter project scope timelines if incorrect information is provided.
- 7.4. Support and Training. TripShot shall provide support, service, and training in accordance with the Scope of Work.
- 7.5. Availability of Service. TripShot will take commercially reasonable measures to maximize the availability of the Service to ATN and ATN's riders. From time to time, the Service will be intentionally unavailable for system maintenance. TripShot will give ATN prior notice and will perform such work during off-peak times, except where emergency maintenance is necessary (in which event Tripshot will give as much notice as commercially practicable in the circumstance).
- 7.6. Communications. ATN acknowledges and agrees that the Services rely on various wireless communication networks (GSM/GPRS/CDMA) in ATN's area. TripShot may not be responsible for service interruptions.
- ATN is responsible for notifying the responsible communications provider and working with them to resolve the problem. TripShot will provide reasonable assistance to the extent TripShot is able in order to resolve any problems.
- 7.7. ATN Responsibilities. The successful operation of the Service is dependent on ATN and its transit representative's use of proper procedures and systems and input of correct data. ATN and its transit representatives agree that they shall have the sole responsibility for inputting the data (e.g. route information, stop locations, departure schedules) used in connection with the Service. The ATN is responsible for providing TripShot, Inc. with the necessary information to appropriately integrate with the system and deliver all portions of the contract. ATN and its transit representatives are solely responsible for the accuracy and adequacy of the information and data that it furnishes to TripShot for use with the Service, and TripShot is not responsible for reductions in Service quality due to ATN action or inaction.
- 7.8. Transportation Department's Responsibilities. TripShot acknowledges that in certain cases the ATN is not the owner of the vehicle fleet. The ATN, its vendor, or supporting party, in recognition that the Service will mutually benefit all parties, will work closely to ensure all obligations under the Agreement are met. ATN remains responsible for any breach of this Agreement caused by its third party partners or vendors and will ensure that any such partners or vendors are bound to comply with the restrictions in this Agreement.

8. Confidentiality and Ownership.

- 8.1. TripShot's Intellectual Property. TripShot is the sole and exclusive owner of all rights, title and interest in and to the Service, including all updates, modifications, customizations, enhancements and other derivative works thereof (collectively "**Derivative Works**"), and in any and all copyrights, patents, trademarks, trade secrets and other proprietary and/or intellectual property rights therein or thereto ("**TripShot's Intellectual Property**"). To the extent any Derivative Work is developed by TripShot based upon ideas or suggestions submitted by ATN to TripShot, ATN hereby irrevocably assigns all rights to modify or enhance the Service using such ideas or suggestions or joint contributions to TripShot, together with all copyrights, patents, trademarks, trade secrets, and other proprietary and/or intellectual property rights related to such Derivative Works. Nothing contained in this Agreement shall be construed to convey to ATN (or to any party claiming through ATN) any rights in or to the Service, other than the rights expressly granted in Section 2.1. ATN retains ownership of all customer specific data entered into and generated by ATN and its permitted users' use of the Service. Notwithstanding the foregoing, TripShot may retain and utilize during the Term of this Agreement usage data and any other aggregated and/or identified data generated by the Service as discussed in this Agreement.
- 8.2. Ownership of ATN Data. ATN retains ownership of all customer specific data entered into and generated by ATN and its permitted users' use of the Service. Notwithstanding the foregoing, ATN agrees to provide TripShot with a perpetual, worldwide, royalty-free, sublicensable license to use ATN Data for TripShot's commercially reasonable purposes, including analyzing and compiling ATN Data for the purpose of creating De-Identified Data. Aggregate, statistical information derived from ATN Data, and which is not identifiable to any individual or ATN, may be used by TripShot for any commercially reasonable purposes including for improving TripShot's service delivery to its customers and such use shall be in compliance with applicable privacy laws. TripShot shall have the right to sublicense ATN Data to approved subcontractors who may need ATN Data to perform any services under this Agreement.
- 8.2.1. Use and Security of ATN Data. Generally, TripShot shall not permit, and shall prohibit TripShot Representatives or any third parties from: (a) using ATN Data, including Personal Information about End Users who access the Application and/or use the Services, other than as set forth in this Agreement or as necessary to perform the Services, without ATN's prior written approval; (b) disclosing, selling, assigning, leasing, transferring or otherwise providing ATN Data to third parties, including any third party TripShot, without ATN's prior written approval and an agreement in writing from the third party to safeguard such ATN Data in a manner consistent with TripShot's obligations under this Agreement; or (c) exploiting, commercially or otherwise, any ATN Data.
- 8.2.2. Obligation to Safeguard ATN Data. TripShot shall use reasonable efforts to (a) comply with ATN privacy and security policies, standards, requirements and specifications relating to ATN Data as specified in this Agreement; (b) provide equipment and Software to implement security solutions and data safeguarding in accordance with such standards, requirements and specifications; (c) segregate all ATN Data from that of any other client (and shall store such ATN Data on a separate server unless otherwise agreed to in writing); (d) provide ATN with direct

access to assets and information pertinent to ATN's investigations, compliance reviews, and audits; (e) establish and maintain appropriate administrative, physical and technical safeguards to prevent: (i) the destruction, loss, or alteration of ATN Data, and (ii) the unauthorized access to, or use or disclosure of, such data; and (f) establish and maintain network and internet security procedures, protocols, security gateways and firewalls with respect to ATN Data. ATN may request to review TripShot's policies and procedures used to maintain the security and confidentiality of ATN Data.

8.2.3 Aggregated Data. Any Aggregated Data permitted to be disclosed hereunder shall not reveal the identity of any individual or specific data entered by or on behalf of ATN or any End User into or in connection with the Application or any of the Services. Nothing in this Section 8.2.3 shall limit TripShot's confidentiality obligations under this Agreement.

8.3. Trademarks. ATN hereby consents to the use of ATN's name and/or logo solely a) on TripShot's website in order to direct end-users to the public-facing aspects of the Service, b) to create a ATN-specific public-facing website hosted by TripShot where Users may access the Service, and c) for any purposes required for use of the Service. ATN's name and/or logo may not be used for any other purposes by TripShot. After termination or expiration of this Agreement, TripShot will discontinue any use or display of ATN's name and/or logo.

8.4. Personal Information. TripShot expressly understands and acknowledges that certain Confidential Information of ATN disclosed to TripShot or TripShot representatives in connection with the Services may include Personal Information. TripShot's use of Personal Information is governed by the terms of this Agreement, including Exhibit L ("Data Handling Requirements"), and Exhibit M ("California Consumer Privacy Act Addendum"). Notwithstanding any other provision of this Agreement, TripShot shall not use or disclose such Personal Information except in accordance with this Agreement.

8.5. Nondisclosure.

8.5.1. A Receiving Party (a) shall hold the Disclosing Party's Confidential Information in strict confidence and will use the same degree of care in protecting the confidentiality of the Disclosing Party's Confidential Information that it uses to protect its own Confidential Information, but in no event less than reasonable care; and (b) except as expressly authorized by this Agreement, shall not, directly or indirectly, use, disclose, copy, transfer or allow access to the Confidential Information. Notwithstanding the foregoing, a Receiving Party may disclose Confidential Information of the Disclosing Party as required by law or court order. In such event, the Receiving Party shall (i) use its best efforts to inform the Disclosing Party before any such required disclosure, and (ii) provide reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure.

8.5.2. If ATN receives a public record request for Confidential Information, ATN shall notify TripShot and TripShot shall, within ten (10) business days, notify ATN whether it desires for the Confidential Information to be withheld, and provide a legal basis under the California Public Records Act for withholding the Confidential Information. If ATN withholds the Confidential Information

pursuant to TripShot's request, TripShot shall indemnify and defend ATN from any and all costs or liabilities resulting from such withholding including, but not limited to, attorney fees and court costs. If TripShot fails to notify ATN within the time specified or to provide a legal basis for withholding of the Confidential Information, TripShot agrees that Customer shall be entitled to release and disclose the Confidential Information.

- 8.5.3. The ATN shall limit access to the password-protected portions of the Service and any Equipment to ATN's employees who have a legitimate need to access the Service and Equipment.
- 8.5.4. Upon the termination or expiration of this Agreement, or upon the request of the Disclosing Party, the Receiving Party will return to the Disclosing Party all the Confidential Information delivered or disclosed to the Receiving Party, together with all copies in existence thereof at any time made by the Receiving Party.
- 8.6. Remedies. Each party acknowledges and agrees that any violation of this Article 8 (Confidentiality and Ownership) may cause irreparable injury to the other party for which there would be no adequate remedy at law and, therefore, such other party shall be entitled to preliminary and other injunctive relief against the other party for any such violation. Such injunctive relief shall be in addition to, and in no way in limitation of, all other remedies or rights that the parties may have at law or in equity.

9. Indemnity and Liability.

- 9.1. ATN Indemnity. ATN shall indemnify and hold TripShot and its Affiliates and their respective officers, directors, shareholders, employees, agents, successors and assigns harmless from any and all claims that relate to ATN's or Users' use of or reliance upon the Service or ATN's failure to properly maintain (or to request maintenance of) the Equipment, except any claims for which TripShot Indemnifies ATN as described in Section 9.2.
- 9.2. TripShot Intellectual Property Infringement Protection.
 - 9.2.1. If a third party claims that the Service provided to ATN by TripShot under this agreement infringes that party's United States patent or copyright, TripShot shall defend ATN and ATN's Affiliates against that claim and shall pay any losses, liabilities, damages, judgments, awards, expenses, and costs, including reasonable attorneys' fees that a court finally awards against ATN, provided that ATN (i) promptly notifies TripShot of the claim and (ii) permits TripShot to control and cooperates with TripShot in the defense and any related settlement negotiations. ATN may participate, at ATN's own expense, in the defense of such claim.
 - 9.2.2. If any part of the Service is, or in TripShot's reasonable judgment may become, the subject of any such proceeding TripShot may, at its expense and option, do one of the following: (i) procure for ATN the necessary right to continue using the Service and Equipment; (ii) replace or modify the infringing portion of the Service or Equipment with a functionally equivalent non-infringing item or portion thereof, or (iii) if none of the foregoing are commercially reasonable, terminate ATN's right to use the Service or the affected portion thereof, and refund to ATN an amount equal to the prepaid Service Fee or the affected portion thereof and the Equipment

Cost, less amortization for its use on a straight line basis over a period of five (5) years from the Effective Date. The preceding sets forth TripShot’s only obligations and ATN’s sole and exclusive remedies with respect to infringement or misappropriation of intellectual property rights.

9.2.3. TripShot will not be liable hereunder for any claim of infringement that is based upon (i) the combination of the Service, or any part of the Service, or the Equipment with any product, software, hardware, machine, or device which is not provided by TripShot or identified by TripShot in its specifications as necessary to operate the Service, (ii) any modification of the Service or Equipment by a party other than TripShot, or (iii) the use of a version of the Service other than a current, unaltered release of the Service if such infringement would have been avoided by the use of a current, unaltered release.

9.3. Limitation of Liability. EXCEPT IN CONNECTION WITH EITHER PARTY’S INDEMNIFICATION OBLIGATIONS UNDER THIS SECTION 9 OR ITS BREACH OF SECTION 8.5 (NON-USE AND NON-DISCLOSURE), NEITHER PARTY WILL BE LIABLE FOR ANY INDIRECT, SPECIAL, EXEMPLARY, CONSEQUENTIAL OR INCIDENTAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT (INCLUDING, WITHOUT LIMITATION, ANY DAMAGES FOR LOST PROFITS OR LOSS OF DATA OR BUSINESS INTERRUPTION), WHETHER ARISING FROM NEGLIGENCE, ERRORS, OR FAILURE OF PERFORMANCE, EVEN IF TRIPSHOT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION UPON DAMAGES AND CLAIMS SHALL APPLY WITHOUT REGARD TO WHETHER OTHER PROVISIONS OF THIS AGREEMENT HAVE BEEN BREACHED OR HAVE PROVEN INEFFECTIVE.

9.4. Damages. IN NO EVENT SHALL TRIPSHOT’S AGGREGATE LIABILITY FOR ALL CLAIMS UNDER THIS AGREEMENT, WHETHER ARISING IN CONTRACT, TORT OR ANY OTHER LEGAL THEORY EXCEED AN AMOUNT EQUAL TO THE FEES PAID BY ATN’S AFFILIATE IN THE SIX (6) MONTH PERIOD PRECEDING THE ACT GIVING RISE TO THE CLAIM FOR DAMAGES.

10. General Provisions.

10.1. Notices. Any notice permitted or required under this Agreement may be delivered in person, by facsimile (with the original sent promptly by mail), by registered or certified mail (postage prepaid), by recognized overnight delivery service, or by e-mail to the party’s address identified below (or other address designated by a party by written notice that conforms to this section). Notice will be deemed effective upon personal delivery, on the day after deposit for overnight delivery, three days after deposit by registered or certified mail, upon receipt by facsimile, or if by email, when receipt is acknowledged by the receiving party.

<p>If to TripShot:</p> <p>TripShot Inc. [TO BE PROVIDED]</p>	<p>If to ATN:</p> <p>Anaheim Transportation Network 1354 S. Anaheim Blvd. Anaheim, CA 92805</p> <p>Facsimile: (714)563-5289</p>
------------------------------------------------------------------	-----------------------------------------------------------------------------------------------------------------------------------------

Email:dkotler@atnetwork.org

- 10.2. Compliance with Laws. Each party will comply with all applicable federal, state, and local laws, ordinances, rules, and regulations relating to the performance and use of the Service as set forth in this Agreement.
- 10.3. Ineligibility. TripShot will not knowingly contract with, purchase from, employ, sub-contract with or carry on business in any form with any person or entity that is officially listed as excluded, debarred, declared ineligible, suspended or otherwise ineligible for participation in any Federal or State program.
- 10.4. Assignment. Neither party may assign or otherwise transfer any of the rights and obligations arising out of this Agreement without the prior written consent of the other party, except in connection with the sale or transfer of all or substantially all of such party's business, whether by merger, sale or otherwise. Notwithstanding the foregoing, however, ATN's consent shall not be required for assignments of this Agreement in whole or in part that result from a merger or acquisition, provided the contract is assigned to an affiliate of TripShot or an entity under common control with TripShot or TripShot's corporate parent.
- 10.5. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of California and will not be construed in accordance with or governed by the United Nations Convention for International Sales of Goods.
- 10.6. Arbitration. Any controversy or claim arising out of or relating to this Agreement, with the exception of injunctive relief sought by either party, shall be submitted to arbitration before an arbitrator agreed upon by the parties, or, if the parties cannot agree upon an arbitrator within thirty (30) days, to an arbitrator selected by the American Arbitration Association. Arbitration shall occur in the Orange County, California. The arbitration shall be conducted under the rules then prevailing of the American Arbitration Association. The arbitrators may award attorneys' fees and costs as part of the award. The award of the arbitrators shall be binding and may be entered as a judgment in any court of competent jurisdiction.
- 10.7. Force Majeure. Neither party will be liable or responsible for any failure or delay in the performance of its obligations due to causes beyond the reasonable control of the party affected or its subcontractors or suppliers, including but not limited to war, sabotage, insurrection, epidemics, pandemics, earthquakes, terrorism, riot or other act of civil disobedience, strikes or other labor shortages, accident, fire, explosion, flood, hurricane, severe weather or act of God. The obligations of the party suffering from the force majeure event will be suspended for the duration of the force majeure.
- 10.8. Integration. This Agreement, together with the exhibits, constitutes the final and exclusive agreement between the parties as to the matters described in it. This Agreement supersedes all prior proposals, negotiations, conversations, discussions, understandings, representations, or agreements between the parties concerning its subject matter.
- 10.9. Order of Precedence. If a conflict occurs between this Agreement and any Exhibit, the order of precedence shall be: (1) this Agreement; (2) Exhibit B; (3) remaining Exhibits.
- 10.10. Amendment and Waiver. This Agreement may only be modified in writing signed by both parties and identifying the provision of the Agreement that is to be amended. No delay or

omission by either party in exercising any right or remedy under this Agreement or existing at law or equity shall be considered a waiver of such right or remedy. No waiver by either party of any right or remedy whether under this Agreement or otherwise shall be effective unless in writing.

- 10.11. Severability. If any term, provision or condition of this Agreement is held to be invalid or unenforceable, the other provisions of this Agreement will be unimpaired and the invalid or unenforceable provision will be deemed modified so that it is valid and enforceable to the maximum extent permitted by law.
- 10.12. Promotion Rights. No public statements concerning the existence or terms of this Agreement will be made or released to any media except with the prior approval of both parties or as required by law. With ATN's prior approval, approval of which will not be unreasonably withheld by the ATN, TripShot may publicize its relationship with ATN for marketing and promotion purposes, which may include issuing a press release, mentioning the relationship on the TripShot website (in each case by disclosing ATN's name, general information and/or a link to ATN's website), and/or list ATN as a user of the Service.
- 10.13. Relationship. In making and performing this Agreement, TripShot and ATN act and shall act at all times as independent contractors and nothing contained in this Agreement shall be construed or implied to create an agency, partnership, joint venture, or employer and employee relationship between TripShot and ATN. Nothing contained herein shall preclude ATN from providing or otherwise obtaining services, either directly or indirectly, regardless of their similarity to the Services to be provided hereunder. Except as expressly provided in any Scope of Work, nothing contained herein shall preclude TripShot from providing third parties access to the Application but in no event shall any unauthorized access be permitted to ATN Data or Confidential Information of ATN, either directly or indirectly.
- 10.14. Document. Each party acknowledges and represents that the person signing on its behalf has read and understood all of the terms and provisions of this Agreement. Neither this Agreement nor any of the matters set forth herein or in the schedules will be construed against either party by reason of the drafting or preparation thereof. This Agreement may be signed in any number of counterparts, each of which will be deemed an original and all of which, taken together, shall be deemed one and the same document, and may be executed by means of signatures transmitted by facsimile or by other electronic means. Headings herein are for convenience of reference only and shall in no way affect interpretation of this Agreement.
- 10.15. Insurance Requirements. TripShot shall maintain (and shall cause each of its Subcontractors to obtain and/or maintain during such time period that such Subcontractor is providing Services under this Agreement), insurance coverage in accordance with Exhibit N ("Insurance Requirements"). TripShot shall be responsible for any and all deductibles or retentions applicable to the insurance requirements set forth in Exhibit N. TripShot's insurance coverage shall not relieve or limit any of TripShot's obligations under this Agreement or the other indemnity or defense obligations hereunder, or for claims outside the scope of the coverage, excluded by, or which exceed the required insurance limits of such policy(ies). The insurance required under this Section shall be in addition to, separate from, and not limited by any obligations under Section 9 or the other indemnity or defense obligations hereunder.

The parties have caused this Agreement to be executed by and through their duly authorized representatives as of the Effective Date.

TripShot Inc.

ATN

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

=

Exhibit A

REQUEST FOR PROPOSAL

[TO BE INSERTED]

Exhibit B (Update)

[UPDATED AGREED UPON SoW TO BE INSERTED

EXHIBIT C

DEFINITIONS

“**Activation Date**” means the earlier of (i) the Implementation Date (as described in Section 3 of Exhibit C) or (ii) sixty (60) days following the Effective Date of the Agreement.

“**Affiliates**” means an entity that owns, is owned by, or is under common ownership with a party, in each case where ownership is direct and is greater than 50%.

“**ATN Data**” means all data and/or information: (a)(i) provided to or obtained by TripShot in connection with this Agreement or otherwise collected or obtained in connection with the Services; (ii) inputted by or on behalf of ATN, any Affiliate or any end user into the application; (iii) created, collected, generated, processed, or stored by TripShot in connection with this Agreement, including data processing input and output, service level measurements, asset information, reports, third party service and product agreements, contract charges, scope of licenses and metadata information; (iv) reflecting the access or use of the Services by or on behalf of ATN or any of its personnel or end users, including any end user profile, visit, session, impression, click through, or click stream data; or (v) that resides in or is accessed through the Software, equipment or Systems provided, operated, supported, or used by TripShot in connection with the Services; and (b) all Intellectual Property Rights with respect to any of the foregoing.

“**Confidential Information**” means any non-public information or data whether in written, electronic, or other tangible form, or provided orally or visually, that is disclosed by or on behalf of one party (a “**Disclosing Party**”) to the other party (a “**Receiving Party**”), whether owned by the Disclosing Party or a third party, pursuant to this Agreement. Confidential Information of ATN includes, but is not limited to ATN’s financial and business information. Confidential Information of TripShot includes, but is not limited to, the terms of this Agreement; the structure, organization, design, algorithms, methods, templates, data models, data structures, flow charts, logic flow, and screen displays associated with the software and the Service; the Documentation; and TripShot’s pricing, sales, proposals, implementation, and training materials, and procedures. Confidential Information does not include information that: (a) is or becomes publicly known or available without breach of this Agreement; (b) is received by a Receiving Party from a third party without breach of any obligation of confidentiality; or (c) was previously known by the Receiving Party as shown by its written records.

“**Day(s)**” means calendar day(s), unless otherwise specified.

“**De-Identified Data**” means data that does not contain information that identifies ATN or Users.

“**Documentation**” means instructional and user manuals relating to the Service, which may be amended from time to time by TripShot.

“**Equipment**” means ATN’s tracking hardware, antennas, cabling, wiring and other electronic components provided and installed by authorized personnel on ATN’s Vehicle Fleet, to allow the functioning, delivery or maintenance of the Service.

“**Fees**” means the Service Fee and Equipment Cost.

“**Initial Term**” means a period of five (5) years from the Activation Date.

“**Intellectual Property Rights**” means any and all intellectual property rights existing under any laws, including patent law, copyright law, semiconductor chip protection law, moral rights law, trade secret law,

trademark law (together with all of the goodwill associated therewith), unfair competition law, publicity rights law, or privacy rights law, other proprietary rights, and applications, renewals, extensions and restorations of any of the foregoing, now or hereafter in force or effect worldwide. For the purposes of this definition, rights under patent law shall include rights under any and all patent applications and patents (including letters patent and inventor's certificates) anywhere in the world, including any provisional, substitutions, extensions, supplementary patent certificates, reissues, renewals, divisions, continuation in part (or in whole), continued prosecution applications, requests for continued examination, and other similar filings or stages thereof provided for under the laws of the United States, or of any other country.

“Licensed Facility” means ATN's physical location(s) identified on Exhibit D.

“Personal Information” means any data or information that is subject to any Data Protection Laws (including names, addresses, telephone numbers, email addresses, dates of birth, social security and similar personal identification numbers, and all patient- and employee-related information) that is provided to or obtained by TripShot under this Agreement.

“Project Manager” means an employee of ATN, designated to be responsible for and aware of ATN's (and if applicable, any third party brought in by ATN's) business and systems information and needs. Project Manager will be the lead point of contact for all matters involving ATN and TripShot.

“Term” means the Initial Term plus any Renewal.

“Users” means the actual and prospective passengers on ATN's transit system.

“Vehicle Fleet” means the multi-passenger vehicles comprising ATN's transit system, on which the Equipment is installed in accordance with this Agreement.

“Warranty Period” means three (3) years from the installation date.

Exhibit D

FEES – COST PROPOSAL

[AGREED UPON BY THE PARTIES

TripShot SaaS Enterprise Tier	Cost Per Vehicle per Month	Number of Vehicles	Monthly Cost (Phase 1)	Monthly Cost (Phase 2) *
ATN to provide Tablets and Data Plans TripShot to provide MDM	\$250.00	77	\$19,250	\$19,250

Exhibit E

Service Recovery Requirements

1.0 Pursuant to Section 5.9 of this Agreement, TripShot's data is maintained with cloud service vendors who maintain disaster recovery plans consistent with industry standards. In the event and to the extent TripShot solely maintains data, it will, at a minimum, maintain service recovery requirements consistent with industry standards and use its best reasonable efforts to comply with the following provisions:

1.1.1 TripShot will show evidence that the recovery plan is tested and exercised annually to ensure ATN is protected from a disaster. Specifically, TripShot must provide a recovery plan that addresses the recovery of ATN Confidential Information and the Services. The recovery plan must address the following:

1.1.1.1 the recovery strategy is in place to protect and restore the ATN environment (ATN Confidential Information and the Services) when a disaster is declared;

1.1.1.2 meet the Recovery Time Objective ("**RTO**") and Recovery Point Objective ("**RPO**") requirements:

1.1.1.3 **RTO**. The time targeted for the restoration of the Services and the recovery of ATN Confidential Information;

1.1.1.4 **RPO**. Defines the desired age of the backup or data copy from which TripShot shall recover. RPOs determine the frequency with which backups/replication are made and sent off-site. The RPO can only be to the last good backup or data copy sent off-site;

1.1.1.5 identify the technical and non-technical recovery actions and requirements that TripShot needs to perform when a recovery plan is executed; and

1.1.1.6 the restoration procedure to switch to a recovery site and validation process.

1.1.2 TripShot shall restore availability to the Services within 24 hours (RTO) with a loss of ATN Confidential Information not to exceed 36 hours (RPO).

1.1.3 TripShot shall, at its option, provide ATN a calendar with the scheduled recovery exercises and invite ATN to participate. TripShot shall, at its option, permit ATN to participate with TripShot or observe a recovery exercise at least once a year.

1.1.4 TripShot must address concerns or issues identified by ATN related to recoverability.

1.1.5 TripShot shall, at its sole option, provide a lesson learned document to ATN after each recovery exercise. The lessons learned document shall list the exercise issues and the steps taken to prevent the issue from reoccurring.

1.1.6 TripShot may at its sole option provide an annual "SSAE 16 SOC 2 Type 2" report that encompasses the provisions of this exhibit to ATN. The Parties agree that to the extent the services described in this **Exhibit E** are provided by a Data Center Provider, TripShot may provide the SSAE 16 SOC 2 Type 2 report of such Data Center Provider in lieu of **Section 1.1.1** through **1.1.5** of this **Exhibit E**.



Exhibit F

CIVIL RIGHTS REQUIREMENTS

Company Name: _____ (“Contractor”)

Hereby certifies that:

(1) Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. Section 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. Section 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. Section 12132, and Federal transit law at 49 U.S.C. Section 5332, Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

(2) Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying contract:

(a) Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. Section 2000e, and Federal transit laws at 49 U.S.C. Section 5332, Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S.DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. Section 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the project. Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, Contractor agrees to comply with any implementing requirements FTA may issue.

(b) Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. Section 623 and Federal transit law at 49 U.S.C. Section 5332, Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, Contractor agrees to comply with any implementing requirements FTA may issue.

(c) Disabilities- In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. Section 12112, Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to

Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, Contractor agrees to comply with any implementing requirements FTA may issue.

(3) Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

I am authorized to make this verification on behalf of Contractor. The statements in the foregoing document are true of my own knowledge, except as to matters which are therein stated on information and belief, and as those matters I believe them to be true. I declare under the penalty of perjury that the foregoing is true and correct.

Executed on _____ at _____, California
Date City

Signature: _____

Print Name: _____

Title: _____

Exhibit G

CERTIFICATE OF COMPLIANCE WITH BYRD ANTI-LOBBYING AMENDMENT

I, hereby certify on behalf of _____ (“Contractor”) that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions as amended by "Government wide Guidance for New Restrictions on Lobbying,61 CFR 1413.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contracts, sub- grants, Contracts under grants, loans, and cooperative agreements) which exceed \$100,000 and that all such sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, et seq., apply to this certification and disclosure, if any.

Certificate of Non-Compliance

Contractor hereby certifies that it cannot comply with the requirements of 49 U.S.C. Section 5323U)(2)(C) and Section 165(b)(3) of the Surface Transportation Assistance Act of 1982, as amended, but may qualify for an exception to the requirements consistent with 49 U.S.C. Sections 5323U)(2)(B) or (j)(2)(D), Sections 165(b)(2) or (b)(4) of the Surface Transportation Assistance Act, as amended, and regulations in 49 C.F.R. 661.7.

Executed on _____ at _____,
California Date City

Signature: _____ Print Name: _____

Title: _____

Exhibit H

STATE OF CALIFORNIA DRUG FREE WORKPLACE CERTIFICATION

Company/Organization Name: _____
("Contractor")

Contractor named above hereby certifies compliance with U.S. DOT regulations 49 CFR Part 29, Subpart F and Government Code Section 8355 in matters relating to providing a drug-free workplace. The above-named Contractor or grant recipient will:

1. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations of the prohibition.
2. Establish an on-going Drug-Free Awareness Program as required to inform employees about all the following:
 - (a) The dangers of drug abuse in the workplace,
 - (b) The person's or organization's policy of maintaining a drug-free workplace,
 - (c) Any available drug counseling, rehabilitation, and employee assistance Programs,
 - (d) Penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
3. Every employee who works on the proposed contract or grant will receive a copy of the company's drug-free policy statement.
4. Notify each employee that as a condition of employment financed with Federal assistance provided in the proposed contract, the employee will be required to:
 - (a) Abide by the terms of the company's policy statement, and
 - (b) Notify the employer (Contractor) in writing of any conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after that conviction.
5. Notify FTA in writing, within in ten (10) calendar days after receiving notice required by paragraph 4 (ii) from an employee or otherwise receiving actual notice of that conviction. Contractor, as employer of any convicted employee, must provide notice, including position title, to every project officer or other designee on whose project activity the convicted employee was working. Notice shall include the identification number(s) of each affected vehicle and related equipment and accessories.

6. Taking one of the following actions within thirty (30) calendar days of receiving notice under paragraph 4 (b) with respect to any employee who is convicted:

- (a) Taking appropriate personnel action against that employee, up to an including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended, or
- (b) Requiring the employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; and
- (c) Making a good faith effort to continue to maintain a drug-free workplace through implementation of Paragraph 1,2,3,4,5, and 6 of this certification. Contractor agrees to maintain a list identifying its headquarters location and each workplace it maintains in which activities provided by this contract are conducted, and make that list readily accessible to the State Department of Transportation.

CERTIFICATION

I, the official named below, hereby swear that I am duly authorized legally to bind Contractor or grant recipient to the above-described certification. I am fully aware that this certification executed on the date and in the county below, is made under penalty of perjury under the laws of the State of California.

Executed on _____ at _____, California
Date City

Signature: _____

Print Name: _____

Title: _____

Exhibit I

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND
VOLUNTARY EXCLUSION LOWER TIER COVERED TRANSACTIONS

Contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this certification, the prospective recipient of Federal assistance funds is providing the certification as set out below.
2. The certification in this class is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective recipient of Federal assistance funds knowingly rendered an erroneous certification, in addition to other remedies available to procuring agency, the Federal Government, and/or the Department of Labor (DOL) may pursue available remedies, including suspension and/or debarment.
3. The prospective recipient of Federal assistance funds shall provide immediate written notice to the person to whom this certification is submitted if at any time the prospective recipient of Federal assistance funds learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded", as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549.
5. The prospective recipient of Federal assistance funds agrees by submitting this certification that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DOL.
6. The prospective recipient of Federal assistance funds further agrees by submitting this certification that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligible and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may but is not required to check the List of Parties Excluded from Procurement or Non-procurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government; the DOL may pursue available remedies, including suspension and/or debarment.

By signing below and submitting this certification, Contractor certifies as follows: (1) The lower tier participant certifies, by submission of this certification, that neither it, nor its principals as defined at 49 CFR Part 29.995 or affiliates, as defined by 49CFR 29.905, are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction as defined by 49 CFR 29.904, or by any Federal department or agency. (2) When the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this certification.

Executed on _____ at _____, California
Date City

Signature: _____

Print Name: _____

Title: _____

EXHIBIT J
Certificate of Compliance with Buy America Requirements

Company/Organization Name: _____ (“Contractor”)
hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j)(1), and the applicable regulations in 49 CFR part 661.

Date: _____

Signature: _____

Company: _____

Name: _____

Title: _____

Certificate of Non-Compliance with Buy America Requirements
Contractor hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j), but it may qualify for an exception to the requirement pursuant to 49 U.S.C. 5323(j)(2), as amended, and the applicable regulations in 49 CFR 661.7.

Date: _____

Signature: _____

Company: _____

Name: _____

Title: _____

Exhibit K Systems Security Requirements

TripShot shall apply generally accepted security best practices in the protection of ATN Confidential Information (including, without limitation, ATN Data). ATN shall use methods consistent with industry standards as a framework and as the best practice to evaluate TripShot's security controls used in connection with the Services (e.g., its Data Center Provider). Therefore, TripShot shall use security measures that are consistent with industry standards and use its commercially reasonable efforts, in good faith, to perform the applicable requirements set forth in this Exhibit K (this "Exhibit") that align with industry standards for all TripShot Systems used in connection with the Services.

TripShot shall, at a minimum, use security measures and procedures that are consistent with industry standards and required under applicable law, as well comply with the following requirements:

TripShot shall conduct quality checks to ensure its system is secure and running properly. Applications shall be routinely tested to include manual or automated inspection of source code to ensure no critical, high, or medium vulnerabilities exist within the system. Change control procedures shall be followed and should include at least the following steps: (a) Document all changes; (b) Review and sign-off by appropriate TripShot designees; (c) Testing of operational functionality; and (d) Back-out procedures for all changes. All system components (operating systems, databases, appliances, etc.) have configuration standards that assure all known security vulnerabilities are addressed and the systems are secured/hardened using industry-accepted standards. For any custom developed code, source code repositories are secured, strict access control policies are implemented and all changes or access to code is logged. Only the minimum amount of ATN Data is stored by TripShot and TripShot will work with ATN to adhere to any applicable data retention and disposal agreements.

TripShot's data is maintained with cloud service vendors who maintain security measures consistent with industry standards. TripShot's third party cloud service provider specializes in cloud services and releases reports regarding safety periodically. TripShot shall ensure that only users who need access to ATN Data as necessary to utilize or provide the Services, as applicable, gain such access. TripShot shall be responsible for all acts and omissions of its agents.

NIST approved cryptography is used to protect all ATN Data during transmission over open, public networks. Additionally, for communications via HTTPS (web applications, web services, etc.) only non-vulnerable protocols & ciphers are enabled (i.e. TLS 1.1 or higher).

For purposes of this Exhibit only (unless expressly incorporated elsewhere in this Agreement), capitalized terms in this Exhibit shall have the meanings set forth herein or in Exhibit L (the "Data Handling Requirements"). To the extent there is a conflict between the definitions in, on the one hand, this Exhibit or the Data Handling Requirements and, on the other hand, any definition in the Agreement, the definitions in this Exhibit or the Data Handling Requirements shall control with regard to this Exhibit only. This Exhibit shall survive expiration or termination of this Agreement.

1.0 INFORMATION SECURITY POLICIES

TripShot shall adhere to a written and internal set of information security policies (the “Information Security Policies”), which shall constitute the rules and guidelines for handling, processing, and protecting information and information assets.

2.0 ORGANIZATION OF INFORMATION SECURITY

2.1 Internal Organization.

2.1.1 TripShot shall maintain an information security function responsible for security initiatives within the organization which shall be led by a qualified individual responsible for overseeing and implementing the following: creating, reviewing and approving information security policies designed to maintain the security and integrity of ATN Data and protect ATN Data from unauthorized access and use, all in accordance with Data Protection Laws; reviewing the effectiveness of information security policy implementation and updating the information security policy as necessary to maintain compliance with Data Protection Laws; managing assignment of specific roles and responsibilities for information security; ensuring sufficient personnel and/or resources to ensure information security; developing and maintaining an overall strategic security plan; reviewing, monitoring, responding to and remediating Security Incidents or events; monitoring significant changes in the security exposure of information assets; and identifying and documenting instances of non-compliance with security policies.

2.1.2 TripShot shall have an information security reporting process that includes a clear reporting structure as well as procedures for problem reporting and escalation.

2.1.3 TripShot shall employ segregation of duties in areas of conflicting duties and responsibilities to reduce the opportunities for unauthorized or unintentional modification or misuse of the organization’s assets.

2.2 Mobile Computing Devices. If mobile computing devices are used in delivery of the Services, the following requirements apply.

2.2.1 Neither TripShot nor any TripShot Personnel shall store ATN Confidential Information on any mobile devices, unless a commercially reasonable full device encryption solution is implemented on all such devices in accordance with Section 6.0 (Cryptography) below.

2.2.2 In addition, neither TripShot nor any TripShot Personnel shall store ATN Confidential Information on any mobile devices (including, without limitation, smartphones, tablet computers, etc.) unless the following controls are also enforced: (a) mobile device passcode minimum length and complexity are specified at a minimum of six (6) characters in length with no sequential characters and no repeating characters; (b) mobile device shall automatically lock (i.e., screen lock) after fifteen (15) minutes of inactivity and prompt for a passcode immediately upon resuming activity; (c) mobile device shall be configured to disable access to the device and its contents after the number

of failed authentication attempts specified as no more than ten (10) failed authentication attempts; (d) mobile device shall be configured with the ability to remotely wipe all ATN Confidential Information or erase encryption keys; and (e) mobile devices shall not be jail-broken, rooted, or similarly altered.

3.0 HUMAN RESOURCES SECURITY

3.1 Prior to Employment.

3.1.1 Prior to granting access to confidential Personal Data to any TripShot Personnel, TripShot shall ensure that such TripShot Personnel have (a) satisfied reasonable background checks conducted by an external screening agency; (b) signed the appropriate Non-disclosure or Confidentiality Agreement if and to the extent required by the Agreement; and (c) agreed to abide by TripShot's policies, ethics and acceptable use agreements.

3.1.2 In addition, TripShot Personnel involved in the delivery of the Services shall complete mandatory information security training when hired and on an annual basis; among other goals, this training shall ensure that any TripShot Personnel who may have access to Personal Data are aware of compliance measures, security risks and TripShot's information security management policies and standards.

3.1.3 TripShot shall have training topics that include, but are not limited to, TripShot's password process controls that shall require that users keep passwords confidential including logging off when the session is finished and locking the workstation when unattended. Users shall not share accounts. Administrator and service accounts shall not be used as user (personal) accounts.

3.1.4 TripShot shall ensure all printed ATN materials that contain ATN Confidential Information are properly protected (secured).

3.2 During Employment.

3.2.1 TripShot shall ensure that TripShot Personnel and its permitted subcontractors implement security requirements consistent with industry standards.

3.2.2 All TripShot Personnel will receive appropriate security awareness education and training, including regular updates to organizational policies and procedures, as is relevant to their job function.

3.2.3 When TripShot Personnel are no longer involved in the delivery of the Services or are otherwise terminated by TripShot, TripShot shall immediately return to ATN ATN-related work materials and remove such TripShot Personnel's access to ATN-related work areas, networks, systems, applications and ATN Confidential Information.

4.0 ASSET MANAGEMENT

4.1 Responsibility for Assets.

4.1.1 TripShot Personnel with administrator-level authority to TripShot Systems shall use only computers owned and managed by TripShot for administration of the Services.

4.1.2 TripShot shall maintain an asset management system for infrastructure hardware and software assets. This system shall maintain the following inventory system fields: asset control tag, operating system, physical location, serial number, environment (development, test, etc.) and IP address.

4.1.3 TripShot shall maintain a process to manage software licensing for software that is utilized by TripShot to provide services to ATN to ensure business continuity and availability of systems through which ATN Data is stored or processed.

4.1.4 TripShot shall verify inventory, at a minimum annually, of TripShot Systems used in connection with the Services.

4.2 Information Classification.

4.2.1 TripShot shall have procedures to properly label and handle the information and materials processed, stored, or transmitted on behalf of ATN.

4.2.2 Information repositories or data stores containing ATN Confidential Information (including ATN Data and Personal Data) shall be encrypted using strong encryption in accordance with Section 6.0 (Cryptography) below.

4.2.3 TripShot shall ensure that ATN Confidential Information (including Personal Data and ATN Data) is stored and processed only within the United States, unless otherwise instructed by ATN in writing in advance.

4.3 Media Handling.

4.3.1 TripShot shall encrypt all removeable and fixed media within portable and mobile devices in accordance with Section 6.0 (Cryptography) below.

4.3.2 Media used by TripShot (and TripShot Personnel) containing ATN Confidential Information that will be reused within TripShot or TripShot Personnel's secure data center for non-ATN related services must be rendered unreadable per NIST SP800-88 Rev 1, Guidelines for Media Sanitization.

4.3.3 If any TripShot data center or other permitted subcontractor uses removeable media, TripShot shall maintain an inventory system for such media and encrypt all removable media using cryptography in accordance with Section 6.0

(Cryptography). TripShot shall treat all such removeable media as ATN Confidential Information.

4.3.4 If TripShot stores ATN Confidential Information on TripShot Systems, then TripShot shall make a functional complete and current backup of ATN Confidential Information on a frequency not to exceed any Recovery Point Objective (RPO) specified in the Agreement. TripShot shall test such backups on a test system to verify their restoration and efficacy.

4.3.5 TripShot shall control access to backup media to authorized TripShot Personnel only, formally requested, formally approved, and logged.

4.3.6 If TripShot maintains such backup media at a remote location, then it must meet the physical security criteria set forth in Section 7.0 (Physical and Environmental Security) below and may not be located within the same threat zone as TripShot's primary data center.

4.4 Disposal of Media. If TripShot discards or otherwise discontinues its use of media used at any time for ATN Confidential Information, such media must undergo a secure destruction process based on commercially reasonable standards per NIST SP800-88 Rev 1, Guidelines for Media Sanitization, and TripShot shall maintain a certificate of destruction.

4.5 Physical Media Transportation.

4.5.1 If backup media is transported outside TripShot's control, such backup media must be encrypted per Section 6.0 (Cryptography) and TripShot will utilize authorized couriers, transport the media in locked containers, have signatures reflecting authorization to transport and have receipts for delivery of the physical media. TripShot shall retain transportation records in accordance with Section 8.4 (Logging and Monitoring).

4.5.2 If backups are electronically transmitted to an approved remote location, TripShot shall secure such transmission using cryptography specified in Section 6.0 (Cryptography) below. TripShot shall retain transmission records in accordance with the requirements of this Exhibit.

5.0 ACCESS CONTROL

5.1 Access Control Policy. TripShot will implement an access control policy and supporting processes with respect to TripShot Systems within twelve (12) months of the Effective Date. TripShot shall have such access controls in place on applications, operating systems, databases, and network devices used in connection with the Services. Such access control system shall, at a minimum, provide for the following:

5.1.1 Everything is generally forbidden unless expressly permitted.

5.1.2 Restrict access on a need-to-know basis, only grant access to information that TripShot Personnel need to perform their tasks.

5.1.3 Restrict access on a need-to-use basis, only grant access to information processing facilities (i.e., equipment, applications, procedures, room, etc.) to TripShot Personnel with a need to perform their task/job/role.

5.1.4 Distinguish among non-administrative user accounts, administrative accounts, and service accounts.

5.1.5 Segregate roles for access request, access authorization and access administration and have requirements for formal authorization of access requests and for periodic review of access controls with appropriate and timely remediation and of any finding resulting from the periodic review. Rights granted to an account are restricted to those required to perform the specific account functions (e.g., rights to a resource and operation of read vs. write).

5.2 [Reserved.]

5.3 User Access Management.

5.3.1 User Registration and De-Registration. TripShot shall assign unique user IDs to enable users to be linked to and held responsible for their actions.

5.3.2 User Access Provisioning. TripShot shall implement a formal user access provisioning process to assign or revoke access rights for all user types for all systems and services.

5.3.3 Management of Privileged Access Rights. Allocation and use of Privileged Access must be formally restricted and controlled.

5.4 User Responsibilities.

5.4.1 TripShot Personnel employed in connection with the Services shall follow TripShot's policies in the use of secret authentication information.

5.4.2 TripShot Personnel shall keep secret authentication information confidential and ensure it is not divulged to anyone.

5.5 System and Application Access Control.

5.5.1 Information Access Restriction. Access to information and application system functions must be restricted in accordance with the access control policy set forth in Section 5.1 (Access Control Policy).

5.5.2 Secure Logon Procedures. TripShot Systems shall reveal that the combination of user ID and password was invalid upon a failed authentication attempt.

TripShot Systems may not reveal that either only the user ID was invalid or that the password was invalid. TripShot will not capture correct or incorrect password in any log or other data-gathering component during password verification procedure.

6.0 CRYPTOGRAPHY

6.1 Policy on the Use of Cryptographic Controls.

6.1.1 TripShot shall have and comply with a cryptographic policy that requires the encryption of ATN Confidential Information at-rest and in-transit using strong encryption, hashing and communications protocols and associated key lengths specified below:

(a) Data at-rest, encryption algorithm and key length - AES 128 bit.

(b) Hash algorithm - salted hash with minimum length of 32 bits, 256 bit key, SHA-2. Hash Algorithm for passwords using NIST 800-63B controls are defined within that document.

(c) Secure network layer protocols: (i) IPsec ESP with approved encryption and hash; or (ii) TLS v1.2+ with approved encryption and hash.

(d) Secure administration protocol - SSHv2+ with approved encryption and hash.

(e) Secure wireless protocol - WPA2 with minimum AES key length of 128 bits.

6.1.2 TripShot shall use a Transport Layer Security (TLS) server certificate obtained from an industry recognized and trusted root Certificate Authority (CA). This certificate must not be expired or allowed to expire while the server is active and in use.

6.2 Key Management. TripShot shall securely manage cryptographic keys in accordance with generally accepted best practice.

7.0 PHYSICAL AND ENVIRONMENTAL SECURITY

7.1 Secure Areas.

7.1.1 All TripShot hardware used in connection with the Services shall be located in a secure computer room within a physically secure building. TripShot shall provide access controls to prevent unauthorized access to the building and computer room. All entrances (doors, windows) must always be locked. All fire doors must be exit only. TripShot shall alarm the computer room, including its doors and windows.

7.1.2 Both the computer room and building shall restrict access to the minimum number of authorized personnel required. All entrances are set to deny all, unless specifically allowed, require an access card reader, or badge authentication, and restrict access on a need-to-know basis. TripShot shall have controls to prevent piggybacking.

7.1.3 TripShot shall monitor the building and computer room twenty-four (24) hours a day, seven (7) days a week which shall include at a minimum secured access logs for visitors that demonstrate when they signed in/out and who they were visiting and secured employee access logs and/or secured closed circuit television video ("CCTV") available for at least ninety (90) days.

7.1.4 TripShot shall require its management to approve requests for physical access to secured areas used in connection with the Services.

7.1.5 TripShot shall have appropriate visitor procedures, including escort of the visitor.

7.1.6 The escort shall be a technically knowledgeable escort.

8.0 OPERATIONS SECURITY

8.1 Operation Procedures and Responsibilities.

8.1.1 TripShot shall maintain documented operating procedures and make them available to all users who require them based on their job duties.

8.1.2 TripShot shall have a functional change management, release management and configuration management process(es) through which changes to the production network, systems and/or applications must be subject that includes appropriate management oversight and operational impact review components. Records of such processes must be retained for at least one (1) year.

8.1.3 TripShot shall have control of operational software to ensure the integrity of operational systems. In addition, the TripShot shall govern the installation of software by users.

8.1.4 TripShot shall restrict the use of privileged utility programs that could override systems and application security controls.

8.1.5 TripShot shall restrict access to program source code.

8.1.6 For TripShot Systems used in connection with the Services, TripShot shall document a hardened configuration, relative to risk, industry standard security best practices and applicable legal requirements. At a minimum, hardening includes changing default passwords to comply with Section 5.6 (Password Controls), enabling only required accounts, services, and security patch level.

8.1.7 TripShot shall review system configurations at least once per year.

8.2 Environments Separation.

8.2.1 TripShot shall ensure logical or physical separation of ATN Confidential Information from other non-ATN Data on servers, databases, or storage space.

8.2.2 If the Services are provided using a shared or multi-tenant environment which is not dedicated for ATN's use, then TripShot shall ensure secure segregation of ATN Confidential Information from all other hosted data via implementation of technical controls such as encryption, data tagging, or other similar controls in order to protect against unauthorized access.

8.2.3 Compilers, editors and other development or system utilities must not be accessible from production systems unless their use is documented and authorized.

8.2.4 TripShot shall physically or logically segregate production, test, and development systems. TripShot shall not use ATN Confidential Information in sub-production environments unless equivalent controls are approved for those environments.

8.3 Protection from Malware. For TripShot Systems used in connection with the Services, TripShot shall maintain antivirus/malware/spyware software with frequent updates as necessary to protect ATN Confidential Information from virus-related threats. Unix/Linux or Apple systems are not excluded from this requirement. TripShot shall apply antivirus/malware/spyware definition updates on a frequency of no less than weekly, if available. At a minimum, TripShot shall ensure that antivirus/malware/spyware scan engine software remains within latest two (2) available versions.

8.4 Logging and Monitoring.

8.4.1 For TripShot's servers and applications used in connection with the Services, TripShot event log entries shall include at least the data elements; logon and logoff events, date, time, user ID, user IP address and event description, for activity associated with access to ATN Confidential Information.

8.4.2 TripShot shall protect log information from tampering and unauthorized access. TripShot shall implement commercially reasonable controls to prevent unauthorized access to, and modification or destruction of server logs.

8.4.3 TripShot shall maintain a process for linking administrative access to individual administrative users.

8.4.4 TripShot shall use time-synchronization technology (e.g., current version of Network Time Protocol ("NTP")) for acquiring, distributing, and storing time across all TripShot Systems in their environment to ensure that systems consistently have the correct time based on industry-accepted time sources and time data is protected.

8.4.5 TripShot shall maintain server logs online for at least three (3) months and maintain server logs offline for at least one (1) year.

8.4.6 All logging and log information must be protected against tampering and unauthorized access.

8.5 Control of Operational Software. Procedures must be implemented to control installation or modification of software on Operational systems. An audit log is maintained containing all update activity related to operational program libraries.

8.6 Technical Vulnerability Management. Information about technical vulnerabilities of information systems being used in connection with the Services must be obtained in a timely fashion, and TripShot's exposure to such vulnerabilities must be evaluated, prioritized and migrations/controls must be implemented to address the associated risk.

8.6.1 Patch Management. For TripShot Systems used in connection with the Services, TripShot shall update all relevant software as frequently as necessary to reasonably protect ATN Confidential Information from foreseeable threats. All patches addressing "critical" security issues must be evaluated within twenty-four (24) hours from receipt of manufacturer of such patches, and must be implemented within thirty (30) days in accordance with TripShot's policies.

8.6.2 Vulnerability Scanning/Penetration Testing. Vulnerability scanning must be conducted against internal and external (Internet facing) TripShot Systems used in connection with Services on a periodic schedule that does not exceed quarterly and after any significant change in the network (such as new system component installations, changes in network topology, firewall rule modifications, product upgrades). Penetration scanning must be conducted against internal and external (Internet facing) TripShot Systems used in connection with the Services on a periodic schedule that does not exceed annually.

9.0 NETWORK SECURITY MANAGEMENT (COMMUNICATIONS SECURITY)

9.1 Network Controls. TripShot shall identify network security management and control mechanisms to protect information in networks, systems, and application. TripShot shall follow industry standard best practices when implementing network and security devices, and where applicable and possible, disable unnecessary services and protocols (e.g., Telnet, tftp, etc.).

9.2 Intrusion Detection. TripShot's cloud service provider maintains an Intrusion Detection System ("IDS") or service to monitor TripShot's networks used in connection with the Services for suspicious network activity twenty-four (24) hours a day, seven (7) days a week. TripShot's cloud service provider will update IDS pattern and engine regularly. Monthly IDS logs or reports shall be archived for at least a one (1) year. New versions of the IDS software/hardware supporting the security infrastructure that improve the security level provided must be tested and implemented as soon as possible.

9.3 Firewall Protection.

9.3.1 TripShot shall provide firewall protections including administration and maintenance to prevent unauthorized access to ATN Confidential Information, including Personal Data of Data Subjects. Firewalls may be used at the network, server host, portable device or application-based on the type and nature of the Services.

9.3.2 A firewall shall also be used to segment different internal networks from one another.

9.3.3 TripShot firewalls shall be configured to deny all access except when explicitly allowed. TripShot shall have controls to mitigate denial of service attacks. All firewalls must fail to a configuration that denies all services and requires intervention by a firewall administrator to re-enable services.

9.3.4 The administrative firewall access shall be kept to a minimum.

9.3.5 Firewall logs shall record firewall access information.

9.3.6 Firewall logs must be examined at a minimum of monthly or TripShot shall use a real-time event monitoring system to determine if attacks have been detected by the firewall monitoring software.

9.3.7 These logs must be available online for three (3) months and stored in a physically secure offsite location for at least one (1) year.

9.3.8 TripShot shall review the firewall rule sets to determine whether there are inactive connections which should then be deleted and whether there are insecure or inappropriate connections open as per timeline on an annual basis.

9.3.9 TripShot network shall be configured and segmented as follows: (a) ATN Confidential Information must not be stored on any server in any internet-facing DMZ; (b) Internet-facing devices/systems must reside segregated from the internal network (i.e., DMZ) and limited to only those servers that require access from the Internet.

9.3.10 All remote administration of firewall(s) or other perimeter security devices must occur over secure, encrypted, and authenticated communication channels. Such connections must only be conducted through corporate managed devices. In no case are personally owned or managed devices permitted for such connections.

9.3.11 Where a methodology for secure channel connections is not available, one-time passwords must be used for all access levels.

9.4 Wireless Networking. TripShot shall implement the following controls with regards to its wireless network:

9.4.1 Use of the secure wireless protocol specified in Section 6.0 (Cryptography).

9.4.2 The default network name and password must be changed on wireless routers.

9.4.3 Administrator account management and passwords in accordance with Section 5.0 (Access Control).

9.5 Segregation in Networks.

9.5.1 For TripShot Systems used in performance of the Services that have connections to the Internet, TripShot shall;

(a) Have appropriate security measures and controls applied to routers/firewalls/switches, and

(b) Include an IDP or IDS that monitors data within the external network segment and information coming from routers to firewalls. The IDP/IDS shall be designed to, at a minimum, detect and report unauthorized activity prior to entering the firewall(s). TripShot shall also disable any unnecessary network access points.

9.6 Information Transfer.

9.6.1 TripShot shall have a policy that requires that a process and mechanism is employed to ensure that all communication including, but not limited to, electronic file transfer, transporting on removable electronic media, fax, paper documents, peer-to-peer, instant messaging, and file sharing involving ATN Confidential Information between ATN and TripShot is done in a secure manner.

9.6.2 TripShot shall require that all external transmissions of ATN Confidential Information are encrypted and require authentication by TripShot Personnel to be accessed and meet the following:

(a) ATN Confidential information must be encrypted while in transit using strong encryption specified in Section 6.0 (Cryptography).

(b) All file transfer services must be executed as a limited privilege user in an isolated environment, when possible.

(c) File transfer must be protected from unauthorized disclosure and modification with negotiated session key at least 128 bits in length. Service and activity logs must be gathered, retained, and reviewed routinely by TripShot.

(d) A record of all file transfers must be retained for a minimum of sixty (60) days and readily available for review.

10.0 SYSTEM DEVELOPMENT AND MAINTENANCE

10.1 Development. TripShot shall take steps to produce secure source code, including, but not limited to, the maintenance of a formal application development methodology such as Open Web Application Security Project (“OWASP”) and/or OWASP Mobile Security Project to prevent common application vulnerabilities including, but not limited to, the following:

10.1.1 Web Applications. (a) injection; (b) broken authentication and session management; (c) cross-site Scripting; (d) insecure direct object references; (e) security misconfiguration; (f) sensitive data exposure; (g) missing function level access control; (h) Cross-Site Request Forgery (“CSRF”); (i) using components with known vulnerabilities; and (j) unvalidated redirects and forwards.

10.1.2 Mobile Applications. (a) weak server side controls; (b) insecure data storage; (c) insufficient transport layer protection; (d) unintended data leakage; (e) poor authorization and authentication; (f) broken cryptography; (g) client side injection; (h) security decisions via untrusted inputs; (i) improper session handling; and (j) lack of binary protections.

10.2 RESERVED

10.3 Test Data.

10.4.1 If Personal Data or any other ATN Confidential Information is used for testing purposes, all sensitive details and content must be protected by removal, modification, or obfuscation.

10.4.2 If this data cannot be altered as described above then: (a) the access control procedures that apply to operational systems must apply to the test environments; (b) separate authorization is required each time Personal Data or any other ATN Confidential Information is copied to a test environment; (c) Personal Data or any other ATN Confidential Information must be securely erased from the test environment immediately after testing is complete; (d) the copying and use of Personal Data or any other ATN Confidential Information in a test environment must be logged to provide an audit trail.

11.0 TRIPSHOT RELATIONSHIPS

11.1 TripShot contract(s) with any approved subcontractor who may have access to ATN Confidential Information including Personal Data shall include non-disclosure agreements and confidentiality agreements, as set forth in the Agreement.

11.2 TripShot shall perform a review of all relevant security controls of approved subcontractors that will have access to ATN Confidential Information.

11.3 TripShot shall ensure that, at a minimum, the security obligations set for in this Exhibit and the Agreement are met by any such approved subcontractors.

12.0 INFORMATION SECURITY INCIDENT MANAGEMENT

12.1 Information Security Incident Policy.

12.1.1 TripShot shall maintain a documented and commercially reasonable incident response process (“Incident Response Process”) consistent with industry standards.

12.1.2 In the event of a Security Incident, TripShot shall (and to the extent applicable, shall cause its permitted subcontractors to) (a) take immediate steps to remedy the breach at TripShot’s sole cost and expense in accordance with applicable Law, (b) implement the communication plan set forth in Section 12.2 (Communications Plan) below, (c) execute the Incident Response Process, including recovery processes, and (d) take any other prompt actions (including as required elsewhere in this Exhibit) to ensure that such Security Incident or potential Security Incident shall not recur.

12.1.3 In the event TripShot reasonably believes a Security Incident occurred, TripShot shall promptly examine all relevant logs, including Intrusion Detection System logs and server logs, for unauthorized access to ATN Confidential Information. The period to be examined must encompass at least the last ninety (90) days.

12.1.4 TripShot shall maintain documentation on Security Incidents.

12.1.5 TripShot shall ensure that all evidence is preserved in a manner consistent with applicable laws and the intended use of the evidence and properly maintain the chain of custody.

12.1.6 TripShot shall discuss such unauthorized access with ATN. ATN may request that a third party be selected and engaged to review such logs and advise ATN. TripShot shall use reasonable efforts to cooperate with ATN to correct any unauthorized possession, disclosure, use or other Security Incidents, and in any litigation and investigation deemed necessary by ATN to protect its proprietary rights.

12.2 Communications Plan.

12.2.1 TripShot shall communicate with ATN and resolve security-related issues which affect the confidentiality, integrity, or availability of ATN Confidential Information that arise consistent with the processes described in this Exhibit. Such issues include but are not limited to unauthorized access or modification of ATN Confidential Information (including any Security Incident) and TripShot System denial of service.

12.2.2 Without limiting the generality of the foregoing, in the event that TripShot experiences a Security Incident that results, or could reasonably be expected to result, in the unauthorized access to or acquisition, use, loss, destruction, alteration, compromise

and/or disclosure of any ATN Confidential Information: (a) TripShot shall notify the ATN technical representative or other ATN designee identified in a Statement of Work, and notify ATN by email at and by phone, within twenty-four (24) hours; and (b) if the TripShot System has been compromised or unauthorized use is in progress, then upon the request of the ATN technical representative or designee TripShot shall shut down all access to the portion of the TripShot System applicable to ATN data within two (2) hours.

12.2.3 Each such notification shall describe the probable risk, potential corrective actions, their impact, and a plan for implementing the corrective actions selected.

13.0 COMPLIANCE

13.1 Information Security Reviews.

13.1.1 Security Audits. This section describes the conditions under which ATN will accept or engage in security audits.

(a) TripShot Supplied Audits.



(1) If available and if requested by ATN, TripShot shall provide one of these annual reports to ATN, which shall be prepared by a third-party security auditor and shall at least encompass the provisions of this Exhibit: (a) a current “ISO 27001”, ISO-certified report; (b) a current “SSAE SOC 2, Type II” report; or (c) Compliance Assessment report (an independent assessment using industry standards as the framework on which to base the assessment).

(2) In addition, TripShot shall: (a) obtain a written representation from any permitted subcontractor that (i) such permitted subcontractor is certified under ISO 270001 as compliant (as determined by a third-party security auditor); (ii) such permitted subcontractor’s security standards are consistent with industry standards; or (iii) such permitted subcontractor shall provide TripShot with copies of any audit reports of external auditors hired by such permitted subcontractor (if any) in accordance with Section 13.1.1(a) (TripShot Supplied Audits) verifying such permitted subcontractor’s security measures, and (b) provide such permitted subcontractor detailed audit reports obtained by TripShot in accordance with this Section 13.1.1(a)(2) to ATN.

(b) ATN Right-To-Audit Security. In lieu of Section 13.1.1(a) (TripShot Supplied Audits) above, ATN reserves the right to audit TripShot and/or any permitted subcontractor. A mutually acceptable third party, at ATN’s expense, may perform an annual security audit upon reasonable written notice of not less than sixty (60) days, but such audit has to be limited in scope to the products and services under the Agreement and must be based on probable cause to suspect a security incident. TripShot shall ensure that its agreements with its permitted

subcontractors give TripShot the right to perform such security audits upon them. In each instance, this activity shall not be less than one business day and will not exceed one business week. TripShot shall retain all records arising out of or related to such audit for a period of at least three (3) years unless a longer period is set forth in the Agreement.

(c) Security Incident Audit. Notwithstanding the foregoing, ATN or a mutually acceptable third party may perform a security audit any time after the conclusion of a Security Incident upon reasonable written notice of not less than thirty (30) business days.

13.1.2 Audit Remediation. TripShot shall, at its sole expense, promptly remediate (or cause any permitted subcontractor to promptly remediate) any material weakness or deficiency that is reflected in any report, identified as a result of any other audit or assessment described in Section 13.1.1 (Security Audits) or elsewhere in the Agreement, or otherwise discovered by TripShot (including as identified in any self-assessment conducted by TripShot or identified to TripShot by ATN or a third party). In addition, TripShot shall promptly report to ATN any such material weakness or deficiency having the potential to impact any ATN Confidential Information.

13.1.3 Audit Reimbursement. In the event that an audit pursuant to Section 13.1.1 (Security Audits) determines that TripShot is not in material compliance with its security obligations as described herein or is inconsistent with industry standards, then TripShot shall institute corrective measures at its sole expense to bring TripShot into compliance. In addition, ATN reserves the right to conduct an additional audit, if TripShot was found not to be in compliance with security obligations set forth herein, provided ATN gives TripShot sixty (60) days notice. TripShot shall reimburse ATN the reasonable cost of such audit, not to exceed \$20,000, and, notwithstanding the limitation that this additional audit may occur only once in any annual period separate from the provisions in Section 13.1.1 (Security Audits), ATN may re-audit TripShot's performance hereunder during such annual period regarding the specific deficiencies found, and TripShot shall reimburse ATN the cost of such a re-audit. If, upon such re-audit, TripShot remains in noncompliance, ATN may terminate this Agreement, in whole or in part, for material breach by TripShot. TripShot shall retain all records arising out of or related to such audit for a period of at least three (3) years unless a longer period is set forth in the Agreement.

13.2 PCI DSS Compliance.

13.2.1 Only in the event and to the extent the Services include TripShot's access to Cardholder Data or Sensitive Authentication Data, each as defined in the PCI-DSS, then TripShot shall be required to be compliant with the then current PCI DSS, PA DSS, and P2PE. "PCI-DSS" means the Payment Card Industry Data Security Standard, as such may be amended, restated, extended, or otherwise superseded from time to time. When PCI DSS compliance is required, then TripShot shall, at its sole cost and expense:

(a) conduct or have conducted the audits required for PCI DSS certification;

(b) obtain PCI DSS compliance certification prior to storing, processing, or transmitting such Personal Data; and

(c) take all actions required for TripShot to maintain PCI DSS compliance during the latter of the duration of this Agreement, and for any period of time after the term of this Agreement that TripShot stores, processes, or transmits such Personal Data.

13.2.2 When required to be PCI DSS compliant, TripShot shall remain at all times aware of changes to PCI DSS (or applicable standard) and implement such changes as necessary to maintain PCI compliance.

Exhibit L
RESERVED

Exhibit M

California Consumer Privacy Act Addendum

This California Consumer Privacy Act Addendum (the “Addendum”) is entered into as of the date of the last signature below (the “Addendum Effective Date”), by and between (i) the entity whose name appears in the “ATN” signature line below (“ATN”), on behalf of itself and each CCPA Affiliate that is a party to one or more TripShot Agreements (as such capitalized terms are defined below) (collectively, “ATN Party”), and (ii) the TripShot that is signatory below (“TripShot”) (each individually, a “Party,” and collectively, the “Parties”), and is subject to the terms and conditions of the TripShot Agreement(s), which is/are incorporated by reference herein.

RECITALS

A. TripShot has entered into one or more agreements with ATN Party for the provision of certain goods and services, which include one or more Master Services Agreements, Services Agreements, Purchase Agreements, Purchase Orders, PO Standard Terms and Conditions, Application TripShot Agreements, Master “Software as a Service” Agreements, Software License Agreements, Web Related Services Agreements and other similar agreements (including in all cases, without limitation, all statements of work, scopes of work, amendments, addendums, restatements, modifications, extensions, supplements, exhibits, schedules and attachments thereto) (each a “TripShot Agreement”; collectively, the “TripShot Agreements”);

B. The California Consumer Privacy Act of 2018 (California Civil Code §§ 1798.100 to 1798.198) as amended or superseded from time to time (“CCPA”) creates various rights and obligations regarding the handling of consumer personal information; and

C. ATN and TripShot now wish to amend each TripShot Agreement by supplementing each such agreement with additional provisions to address the impact of the CCPA, as set forth herein.

NOW, THEREFORE, based on the foregoing facts and in consideration of the mutual covenants and conditions contained in this Addendum, ATN Party and TripShot hereby agree as follows:

1.0 DEFINITIONS.

- 1.1 The terms “consumer,” “personal information,” “de-identified,” “processing” (or “process”), “TripShot,” and “sale,” (including the terms “sell,” “selling,” “sold,” and other variations thereof) shall have the meanings given to those terms under the CCPA (including California Civil Code § 1798.140). For purposes of this Addendum, the Parties furthermore agree that the term “consumer” shall not be limited to residents of California, but shall also include natural persons who are residents of the United States, Puerto Rico, or the U.S. Virgin Islands.

1.2 “CCPA Affiliate” means ATN (ATN) and its direct and indirect subsidiaries.

1.3 “Covered Personal Information” means any personal information provided by or on behalf of ATN Party or any consumer, or otherwise made available to TripShot, pursuant to the TripShot Agreement(s) or in connection with the Services.

1.4 “Damages” means costs, liabilities, demands, claims, suits, actions, damages, fines, penalties, taxes, interest, losses, injuries, restitution or other liabilities or remedies, at law or in equity, whether pursuant to contract or otherwise (including arising in tort, by statute or other grounds), lawsuits, arbitrations, administrative proceedings, regulatory proceedings, other adversarial proceedings, judgments and expenses (whether incurred by the Parties, third parties or otherwise), including attorneys’ fees and legal costs of any kind and nature whatsoever.

1.5 “Inquiry” means any regulatory inspection, inquiry or correspondence that relates to Covered Personal Information and in which (a) TripShot, (b) TripShot Representatives or any (c) ATN Party or CCPA Affiliate is named.

1.6 “Person” means any entity, corporation, company, association, joint venture, joint stock company, partnership, trust, organization, individual (including personal representatives, executors and heirs of a deceased individual), nation, state, governmental authority, trustee, receiver or liquidator.

1.7 “TripShot Representative” means TripShot or TripShot’s parent, affiliated, and subsidiary companies, or the respective officers, directors, employees, representatives, agents, subcontractors, or contractors of TripShot or any of the foregoing entities or individuals, including their respective successors and assigns.

1.8 “Services” means the services specified in, or otherwise performed pursuant to, the TripShot Agreement(s).

1.9 “ATN Indemnified Parties” means each of (a) ATN and all current and future business entities that directly or indirectly control, are controlled by, or are under common control with ATN; (b) the respective distributors, dealer associations, dealers, and employee benefit plans of those Persons referenced in the preceding clause (a) as well as dealers of the distributors referenced in this clause; (c) the respective agents, officers, directors, employees, representatives and contractors (“Representatives”) of those Persons referenced in the preceding clauses (a) and (b); and (d) the respective successors and assigns of any of the foregoing.

2.0 TRANSFER OF PERSONAL INFORMATION. TRIPSHOT SHALL NOT PROVIDE TO ATN PARTY EITHER MONETARY OR OTHER VALUABLE CONSIDERATION IN EXCHANGE FOR COVERED PERSONAL INFORMATION; AND, THEREFORE, TRIPSHOT’S RECEIPT OF COVERED PERSONAL INFORMATION DOES NOT CONSTITUTE A SALE UNDER THE CCPA.

3.0 CCPA COMPLIANCE. TRIPSHOT HEREBY CERTIFIES, REPRESENTS, WARRANTS AND COVENANTS THAT IT AND TRIPSHOT REPRESENTATIVES UNDERSTAND THE OBLIGATIONS OF CCPA AND THIS ADDENDUM, SHALL COMPLY AT ALL TIMES WITH THE CCPA AND THIS ADDENDUM, AND SHALL PROVIDE ATN PARTY WITH ALL REASONABLY REQUESTED ASSISTANCE AND COOPERATION TO ENABLE ATN PARTY TO COMPLY WITH AND FULFIL ITS OBLIGATIONS UNDER THE CCPA. WITHOUT LIMITING THE FOREGOING, TRIPSHOT SHALL, UPON ATN PARTY'S OR ITS DESIGNEE'S REQUEST, COOPERATE IN GOOD FAITH WITH ATN PARTY TO ENTER INTO ADDITIONAL OR MODIFIED TERMS TO ADDRESS ANY MODIFICATIONS, AMENDMENTS OR UPDATES TO THE CCPA.

4.0 HANDLING RESTRICTIONS. IN NO EVENT SHALL TRIPSHOT USE, RETAIN OR DISCLOSE COVERED PERSONAL INFORMATION, OUTSIDE OF THE DIRECT BUSINESS RELATIONSHIP BETWEEN TRIPSHOT AND ATN PARTY, FOR ANY PURPOSE OTHER THAN TO PROVIDE THE SERVICES TO ANY ATN PARTY UNDER AND IN ACCORDANCE WITH THE TRIPSHOT AGREEMENT(S). FOR SAKE OF CLARITY, TRIPSHOT (EXCLUDING ANY OTHER TRIPSHOT REPRESENTATIVES) IS PERMITTED TO USE DE-IDENTIFIED INFORMATION FOR ITS OWN BUSINESS PURPOSES, SOLELY TO THE EXTENT PERMITTED IN THE APPLICABLE UNDERLYING TRIPSHOT AGREEMENT(S). TRIPSHOT SHALL ENSURE THAT ANY PERSON AUTHORIZED OR PERMITTED BY TRIPSHOT TO USE, STORE OR OTHERWISE PROCESS COVERED PERSONAL INFORMATION DOES SO SOLELY TO THE EXTENT NECESSARY TO ENABLE TRIPSHOT TO PERFORM THE SERVICES; AND, PRIOR THERETO, TRIPSHOT SHALL BIND EACH SUCH PERSON TO A STRICT DUTY OF CONFIDENTIALITY AND DATA SECURITY, INCLUDING WITHOUT LIMITATION, ANY OBLIGATIONS OF CONFIDENTIALITY AND DATA SECURITY SET FORTH IN THE TRIPSHOT AGREEMENT(S).

5.0 PRIVACY PROTECTION. THE TERMS OF THIS SECTION SHALL APPLY IF, AS OF THE ADDENDUM EFFECTIVE DATE, THE PARTIES HAVE NOT ENTERED INTO ANY SYSTEMS SECURITY REQUIREMENTS OR DATA HANDLING REQUIREMENTS OR COMPARABLE TERMS. TRIPSHOT SHALL IMPLEMENT AND MAINTAIN REASONABLE SECURITY MEASURES, PROCEDURES AND PRACTICES APPROPRIATE TO THE NATURE OF THE COVERED PERSONAL INFORMATION AND ADEQUATE UNDER THE CCPA ("SECURITY MEASURES") TO PROTECT SUCH INFORMATION FROM UNAUTHORIZED ACCESS, DESTRUCTION, USE, MODIFICATION, OR DISCLOSURE (EACH, A "SECURITY INCIDENT"). SUCH SECURITY MEASURES SHALL MEET (OR EXCEED) INDUSTRY STANDARDS BUT IN ANY EVENT SHALL MEET ANY SECURITY REQUIREMENTS SET FORTH IN THE TRIPSHOT AGREEMENT(S). IN ADDITION TO ANY BREACH NOTIFICATION OBLIGATIONS IN THE TRIPSHOT AGREEMENT(S), TRIPSHOT SHALL PROMPTLY INFORM ATN PARTY UPON BECOMING AWARE OF ANY SECURITY INCIDENT AND SHALL TIMELY PROVIDE ALL INFORMATION AND COOPERATION REASONABLY REQUESTED BY ATN PARTY. TRIPSHOT SHALL PROMPTLY TAKE ALL MEASURES AND ACTIONS NECESSARY TO REMEDY OR MITIGATE THE EFFECTS OF THE SECURITY INCIDENT AND SHALL KEEP ATN PARTY INFORMED OF ALL MATERIAL DEVELOPMENTS IN RELATION THERETO.

6.0 INQUIRIES. IN THE EVENT THAT TRIPSHOT RECEIVES AN INQUIRY, TRIPSHOT SHALL, TO THE EXTENT NOT PROHIBITED BY APPLICABLE LAW OR ANY REGULATORY AUTHORITY, CIVIL ACTION OR INTERNAL DISCOVERY: (A) NOTIFY ATN PARTY IN

WRITING OF THE INQUIRY WITHIN THREE (3) CALENDAR DAYS OR SUCH OTHER TIMEFRAME AS ATN PARTY MAY SPECIFY IN WRITING FROM TIME TO TIME; (B) PROVIDE ATN PARTY WITH A WRITTEN CERTIFICATION THAT CCPA-COMPLIANT ACTION HAS BEEN TAKEN IN RESPONSE TO SUCH INQUIRY, INCLUDING WITHOUT LIMITATION, EFFECTUATING ANY CONSUMER DELETION REQUEST THAT ANY ATN PARTY MAY FORWARD TO TRIPSHOT; (C) IF REQUESTED, PROVIDE ATN PARTY WITH COPIES OF DOCUMENTS RELATING TO THE INQUIRY WITHIN THREE (3) CALENDAR DAYS OR SUCH OTHER TIMEFRAME AS ATN PARTY MAY SPECIFY IN WRITING FROM TIME TO TIME; (D) NOT REFER TO ATN PARTY OR ANY CCPA AFFILIATE IN ANY CORRESPONDENCE OR OTHER RESPONSE TO THE INQUIRY WITHOUT ATN PARTY'S PRIOR WRITTEN CONSENT; (E) NOT DISCLOSE ANY CONFIDENTIAL INFORMATION OF ATN PARTY OR ANY CCPA AFFILIATE TO THE APPLICABLE AUTHORITY WITHOUT ATN PARTY'S PRIOR WRITTEN CONSENT; AND (F) IF PRACTICABLE, PERMIT A REPRESENTATIVE OF ATN PARTY TO ATTEND ANY RELEVANT INSPECTIONS OR PROCEEDINGS. TRIPSHOT SHALL TAKE ALL OTHER MEASURES NECESSARY TO RESPOND TO OR OTHERWISE ADDRESS THE INQUIRY ADEQUATELY AND IN A TIMELY MANNER.

7.0 INDEMNIFICATION. IN ADDITION TO ITS OTHER INDEMNIFICATION OBLIGATIONS (INCLUDING IN THE TRIPSHOT AGREEMENT(S)), TRIPSHOT SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS THE ATN INDEMNIFIED PARTIES FROM AND AGAINST ANY AND ALL THIRD PARTY CLAIMS ARISING OUT OF OR RELATING TO TRIPSHOT'S BREACH OF ANY OF ITS CERTIFICATIONS, REPRESENTATIONS, WARRANTIES OR COVENANTS IN THIS ADDENDUM, INCLUDING BUT NOT LIMITED TO, TRIPSHOT'S FAILURE TO COMPLY WITH THE CCPA.

8.0 SURVIVAL. SECTIONS 1.0, 3.0, 6.0, 7.0, 8.0 AND 9.0 AND ALL OTHER TERMS OF THIS ADDENDUM THAT BY THEIR NATURE OR PURSUANT TO APPLICABLE LAW ARE INTENDED TO SURVIVE, SHALL SURVIVE TERMINATION OR EXPIRATION OF THE APPLICABLE TRIPSHOT AGREEMENT(S).

9.0 GENERAL. EXCEPT AS EXPRESSLY SET FORTH HEREIN, THE TERMS OF THE TRIPSHOT AGREEMENT(S) SHALL REMAIN UNMODIFIED AND IN FULL FORCE AND EFFECT. THE TERMS OF THIS ADDENDUM SHALL BE INCORPORATED INTO THE TRIPSHOT AGREEMENT(S) AND SHALL SUPPLEMENT THE TERMS HEREOF, AND THE TERMS OF THE TRIPSHOT AGREEMENT(S) SHALL BE INCORPORATED HEREIN. EACH CCPA AFFILIATE IS A THIRD PARTY BENEFICIARY OF THIS ADDENDUM, AND TRIPSHOT WAIVES ANY AND ALL RIGHTS TO ASSERT OTHERWISE. IN THE EVENT OF A CONFLICT BETWEEN THE TERMS OF THE TRIPSHOT AGREEMENT(S) AND THE TERMS OF THIS ADDENDUM, THE TERMS OF THIS ADDENDUM SHALL CONTROL. THIS ADDENDUM MAY BE EXECUTED IN ONE OR MORE COUNTERPARTS (INCLUDING ELECTRONICALLY), EACH OF WHICH WHEN EXECUTED SHALL BE DEEMED TO BE AN ORIGINAL BUT ALL OF WHICH TAKEN TOGETHER SHALL CONSTITUTE ONE AND THE SAME INSTRUMENT.

Remainder of Page Intentionally Left Blank
Exhibit N
Insurance Requirements

1.0 COVERAGE AMOUNTS.

1.1 TripShot shall (and shall ensure that all or any TripShot Representatives) obtain and/or maintain during the Term of this Agreement:

1.1.1 Commercial general liability insurance covering all operations by or on behalf of TripShot directly or indirectly arising out of or connected with this Agreement, including coverage for premises and operations, products (either manufactured or supplied), completed operations, blanket written contractual liability, advertising injury, personal injury, including mental injury and death, broad form property damage, cross liability (separation of insureds or severability of interests), and employees of others hired or on loan by TripShot or on loan to TripShot as insureds, with limits of not less than One Million Dollars (USD\$1,000,000) per occurrence and Two Million Dollars (USD\$2,000,000) in the aggregate.

1.1.2 Employers' liability insurance with a minimum limit of One Million United States Dollars (\$1,000,000.00 USD) unless TripShot is not subject to applicable workers' compensation Laws. The policy should contain no exclusions for sole proprietors, executive officers, partners, or members. A waiver of subrogation in favor of ATN to be included;

1.1.3 RESERVED

1.1.4 Umbrella Liability Insurance with minimum limit of Three Million U.S. Dollars (\$3,000,000.00 USD) applying excess of coverages required in Sections 1.1.1, and 1.1.3 of this Exhibit N, which coverage must provide for blanket written contractual liability and cross liability coverage and be on terms at least as broad as the underlying coverage;

1.1.6 Technology errors and omission insurance, including cyber liability, with minimum coverage of at least Five Million Dollars (USD\$5,000,000), which insurance shall be maintained in force at all times during the Term and for a period of three (3) years thereafter for Services completed during the Term and include coverage for (a) all acts, errors, omissions, negligence, and infringement of intellectual property; (b) network security and privacy risks, including unauthorized access, failure of security, breach of privacy perils, wrongful disclosure, collection, or other negligence in the handling of confidential information, and privacy perils; (c) related regulatory defense and penalties; (d) any act, error or omission (i) in the rendering or the failure to render technology-based services, or (ii) that results in the failure of software licensed to ATN by TripShot to perform the function or serve the purpose intended;

1.1.8 Completed operations insurance with minimum coverage of at least Five Million Dollars (USD\$5,000,000), which limit may be satisfied by a combination of general liability and umbrella coverage, such insurance shall be maintained in force at all times during the

Term and for a period of five (5) years thereafter for Services completed during the Term;
and

1.1.10 To the extent applicable Law requires greater and/or additional coverages, TripShot shall so comply with such requirements.

2.0 All insurance coverages required hereunder shall be procured from insurers with an A.M. Best's performance rating of at least A- and with a financial size category of at least Class VI, and shall contain a waiver of subrogation in favor of ATN, its parent, subsidiaries and affiliated corporations.

3.0 Coverage Limits. The coverage limits set forth in Section 1.1 and any Statement of Work are minimum acceptable limits only; in the event that any TripShot insurance policy required hereunder contains limits greater than those set forth in Section 1.1 or any Statement of Work, ATN's, and its designees', additional insured status shall extend to the full policy limits. TripShot (and its permitted subcontractors) shall be solely responsible for all (a) deductible or retention payments associated with all insurance policies required hereunder; and (b) defense costs and expenses allocated to claims against the insurance policies required hereunder, in the event such costs and expenses are not covered by any insurance policy. The commercial general liability, automobile liability, and employer's liability insurance policies required hereunder shall include a waiver of, and TripShot agrees to waive, any and all rights of subrogation or recovery against ATN and the other ATN Indemnified Parties. To the extent applicable Law requires greater or additional coverages, TripShot shall so comply with such requirements.

4.0 Additional Named Insured. TripShot shall name ATN, its parent, subsidiaries and affiliated corporations as additional insureds on the general liability insurance, any umbrella liability insurance used to meet the primary limits and cyber liability insurance required hereunder on a primary and non-contributory basis, which insurance policy shall cover risks of loss, damage or injury associated directly or indirectly with the performance of TripShot's obligations under this Agreement.

5.0 Proof of Coverages. TripShot shall provide ATN with proof of the acquisition of all of the insurance coverages required hereunder in the form of one or more Certificates of Insurance within five (5) business days after the Effective Date thereafter upon request, which Certificates of Insurance must include confirmation of ATN's, additional insured status, the primary and non-contributory basis of the policy, and a waiver of subrogation. TripShot's failure to provide Certificates of Insurance in compliance with this Section 5.0 or ATN's receipt or acknowledgement of receipt of such Certificates of Insurance or failure to object to the coverage evidenced by such Certificates of Insurance shall not limit or relieve TripShot or constitute a waiver of TripShot's obligation to obtain insurance coverage as set forth in Section 1.1.

6.0 Notice of Cancellation. The insurance policies must provide that ATN shall receive at least thirty (30) days' written notice prior to cancellation of such coverages.

7.0 Additional Requirements. All insurance shall be occurrence-based; provided, however, if TripShot is unable to obtain occurrence-based coverage, then the insurance shall be on a claims-made basis, and the insurance policy shall extend only for a period as required by Law. Unless specifically stated otherwise in the applicable Statement of Work, all of TripShot's (and its permitted subcontractors') insurance shall be primary and without right of contribution to any insurance that ATN (or any of the other ATN Indemnified Parties) may carry.

8.0 No Limitation. ATN's approval of any of TripShot's insurance policies does not relieve or limit any of TripShot's obligations under the Agreement, including but not limited to obligations or liabilities under Section 16.0 of the Agreement or the other indemnity or defense obligations hereunder, or for Claims outside the scope of the coverage, excluded by, or which exceed the required insurance limits of such policy(ies). The insurance required under this Section shall be in addition to, separate from, and not limited by any obligations under Section 16.0 of the Agreement or the other indemnity or defense obligations hereunder. TripShot shall promptly notify ATN of any and all facts, circumstances, incidences, or notices which may give rise to a claim in connection with the Services.

9.0 ACA Compliance. Only to the extent and in the event applicable to this Agreement throughout the Term and pursuant to the requirements of the Patient Protection and Affordable Care Act, as may be amended or superseded from time to time ("ACA"), TripShot shall timely offer (or cause to be timely offered) to each full-time Personnel (as defined in Section 9.1.1), and, if enrolled, provide (or cause to be provided) to such full-time Personnel and his or her dependent children group health coverage that: (a) qualifies as minimum essential coverage under an eligible employer-sponsored plan; (b) is affordable; (c) provides minimum value; (d) does not impose a waiting period in excess of ninety (90) days from the date such Personnel first becomes otherwise eligible for such coverage; and (d) satisfies all requirements and terms of the employer-related group health obligations pursuant to the ACA (collectively, "Medical Coverage"). TripShot shall incorporate appropriate language in its agreements with its existing and future permitted subcontractors to ensure that all permitted subcontractors who provide Personnel on assignment at ATN or any Participating Affiliate pursuant to this Agreement (including any Scope of Work) also agree to comply with this Section 9.0 and indemnify the ATN Indemnified Parties, as a third party beneficiary, in the manner described in Section 9.1.5.

9.1.1 Defined Terms. The terms "full-time", "dependent children", "eligible employer-sponsored plan", "minimum essential coverage", "affordable", "dependent" and "minimum value" shall have the meanings set forth in Internal Revenue Code Section 4980H and related United States Treasury regulations and rulings, as may be amended or superseded from time to time. The term "Personnel" as used in this Section 9.1.1 shall mean any individual directly or indirectly hired or otherwise engaged by TripShot (or by a permitted subcontractor), who provides services to or for the benefit of any ATN Affiliate or any other related ATN Indemnified Party on the business premises of ATN or one or more ATN Affiliates or any other related ATN Indemnified Party under, in accordance with or pursuant to this Agreement (including under any Statement of Work). Such term shall

specifically include any worker classified by TripShot or a permitted subcontractor as one of its “employees” for payroll and employment purposes, and any worker classified by TripShot or a permitted subcontractor as an independent contractor.

9.1.4 No Co-Employment. In no event shall the requirements set forth in this Section 9.1.4 or compliance by ATN or the applicable Participating Affiliate and TripShot (and where applicable, a permitted subcontractor) with its provisions, constitute, or be treated, as an admission or an acknowledgement either by TripShot, or by an applicable permitted subcontractor, or by ATN or the applicable Participating Affiliate, that ATN or the applicable Participating Affiliate is, or may be considered, the “employer” or a “co-employer” or “joint employer” of any Personnel. Additionally, the sole and exclusive objectives of the obligations set forth in this Section 9.0, and ATN’s or the applicable Participating Affiliate’s and TripShot’s (and where applicable, a permitted subcontractor’s) respective compliance therewith, is and shall be TripShot’s continued compliance with the applicable requirements of the ACA, which became effective not later than January 1, 2015, and ATN’s or the applicable Participating Affiliate’s satisfaction of the ACA Safe Harbor. Both parties intend, and TripShot represents, warrants and covenants, that any Personnel covered by this Agreement (including any Statement of Work) or a permitted subcontractor agreement shall be considered to be an employee or “common law” employee solely of TripShot (or such permitted subcontractor) and not ATN or the applicable Participating Affiliate, as such terms are defined under the ACA.

9.1.6 Evidence of Medical Coverage. In addition to the rights and obligations set forth in Section 3.9 of the Agreement, only in the event and to the extent applicable to this Agreement, ATN may by prior written request to TripShot receive copies of a certificate of coverage and Forms 1095-C to confirm TripShot (or such permitted subcontractor) has offered Medical Coverage in accordance with the requirements of this Section 9.0.

9.1.7 Returns and Reports. Only in the event and to the extent applicable to this Agreement, TripShot shall timely provide (or cause to be provided) to each Personnel and to the Internal Revenue Service any and all returns and reports required under Sections 6055 and 6056 of the Internal Revenue Code, as may be amended or superseded from time to time, and ensure that all Personnel are reported on either TripShot’s or a permitted subcontractor’s Form 1095-B or 1095-C, as may be amended or superseded from time to time, and such reporting and evidence of the underlying group health plan coverage shall be available for audit purposes at the request of ATN.

9.1.8 Proceedings. Only in the event and to the extent applicable to this Agreement, in furtherance of its obligations under this Section 9.0 (including specifically Section 9.1.5), TripShot shall timely notify ATN of the commencement or re-commencement of (a) any investigation, inquiry, audit, lawsuit, arbitration or other formal legal or equitable proceeding (collectively, “Proceeding”) involving a government or governmental agency (and any termination, abandonment, withdrawal, settlement or discharge of any such Proceeding), or (b) any Proceeding involving a private party (and any termination, abandonment, withdrawal, settlement or discharge of any such Proceeding); in each case, which relates or pertains to (i) the satisfaction by TripShot (or a permitted subcontractor,

where applicable) of its duties and obligations under this Section 9.0, or (ii) the employment status of any Personnel for ACA purposes. For purposes of the preceding sentence, notification shall be considered timely if provided to ATN within five (5) Business Days following the date TripShot first becomes aware of the commencement or re-commencement of such Proceeding or the termination, abandonment, withdrawal, settlement or discharge of such Proceeding. TripShot shall not provide any response, or take any position, which is materially inconsistent with the provisions of this Section 9.0 (including specifically Section 9.1.4) without obtaining the prior written consent of ATN thereto, which may be withheld in ATN's discretion.