



**CONTRACT FOR SERVICES
BETWEEN THE**

**Washington Traffic Safety Commission
AND**

**Cambridge Mobile Telematics, Inc.
2026-ST-5825-CMT StreetVision Licenses**

THIS CONTRACT is made and entered into by and between the Washington Traffic Safety Commission, hereinafter referred to as “WTSC,” and Cambridge Mobile Telematics, Inc., hereinafter referred to as “CONTRACTOR.”

CONTRACTOR contact information:

Cambridge Mobile Telematics, Inc.

314 Main Street Ste. 1200; Cambridge, MA
02142

Email: info@cmtelematics.com

EIN#: 27-1188433

NOW THEREFORE, in consideration of the authority provided to WTSC in RCW 43.59, terms, conditions, covenants, and performance contained herein, or attached and incorporated and made a part hereof, the parties mutually agree as follows:

1. THE PURPOSE OF THIS CONTRACT

The purpose of this Contract is to provide state funding for work to be accomplished under traffic safety project 2026-ST-5825-CMT StreetVision Licenses.

2. PERIOD OF PERFORMANCE

The period of performance of this Contract shall commence upon the date of execution by both Parties or January 1, 2026, whichever is later, and remain in effect until December 31, 2028, unless terminated sooner, as provided herein.

3. STATEMENT OF WORK

The CONTRACTOR shall carry out the provisions of the Contract described here as the Statement of Work (SOW):

3.1 SCOPE OF WORK

Cambridge Mobile Telematics (CMT) will provide StreetVision (a license-based, web enabled platform) to WTSC traffic safety partners. StreetVision will include behavioral data for all Washington roadways, daily telematics updates, and software updates. WTSC will identify StreetVision license holders and provide user email addresses to CMT. Upon notification by WTSC, CMT will issue licenses directly to those users (using email addresses) within three business days of notification. CMT will cancel license access for users when requested to do so by WTSC within three business days of notification. CMT will notify WTSC when StreetVision licenses have been activated or deactivated for users. WTSC will manage the process for identifying, maintaining, and reassigning individual user licenses purchased under this agreement. CMT will provide monthly licensee reports to WTSC including, at a minimum, dates of user logins, so WTSC may ensure license holders are accessing the StreetVision platform at the minimum duration of twice per month.

3.2 PROJECT GOALS

Goal 1: Obtain CMT StreetVision licenses for issuance by WTSC to law enforcement users and select traffic safety partners.

3.2.1 The objectives, measures and timelines listed in Appendix A will be reviewed at least annually by the designated contacts of the CONTRACTOR and WTSC and may be updated pursuant to clause 7 of this AGREEMENT. For the purposes of this section only the parties' DESIGNATED CONTACTS, as listed in clause 36, are authorized to execute these amendments to Appendix A.

3.3 COMPENSATION

3.3.1 The cost of accomplishing the work described in the SOW will not exceed \$1,398,000 for the entire period of performance, as allocated to each year of this agreement in Section 3.4 PROJECT COSTS.

3.3.2 After the first year (January 1, 2026 – December 31, 2026), continuation is subject to funding availability, agreement on future objectives and measures, and satisfactory progress toward completion of agreed upon goals, as set forth in the SOW, as determined by WTSC. This contract does not guarantee the purchase of licenses by WTSC.

3.3.3 If the CONTRACTOR intends to charge indirect costs, an Indirect Cost Rate must be established in accordance with WTSC policies, and an approved cost allocation plan may be required to be submitted to the WTSC before any performance is conducted under this Agreement. Indirect cost rates are subject to change based on updated Indirect Rate Letters from a cognizant federal agency or approved cost allocation plans. If the indirect rate increases, the budget will be modified by deducting the amount of the indirect rate increase from other budget categories so that the total budget does not increase. The total budget may not increase without an amendment to this agreement executed by both parties.

3.3.4 WTSC will only reimburse the CONTRACTOR for travel related expenses for travel defined in the scope of work and budget or for which approval was expressly granted. The CONTRACTOR must submit a travel authorization form (A-40) to request approval for any travel not defined in the scope of work and for all travel outside of the continental United States.

3.3.5 WTSC will reimburse travel related expenses consistent with the written travel policies of the CONTRACTOR. If no written policy exists, then state travel policies (SAAM Chapter 10) apply. If WTSC makes travel arrangements on behalf of the CONTRACTOR, state travel policies must also be followed. See Washington State Administrative & Accounting Manual (SAAM) Chapter 10, which can be obtained at this website:

<https://www.ofm.wa.gov/sites/default/files/public/legacy/policy/10.htm>. If for any reason, this information is not available at this website, contact the WTSC office at 360-725-9860 to obtain

a copy. If following state travel policies, the CONTRACTOR must provide appropriate documentation (receipts) to support reimbursement requests, including the A-40 Travel Authorization form if required.

3.3.6 Any equipment that will be purchased must be defined and agreed to in this contract. All equipment must be inventoried by the CONTRACTOR. The CONTRACTOR agrees to maintain the equipment, continue to use it for project purposes, and report on its status to WTSC each year when prompted.

3.3.7 Equipment is defined as any asset with a useful life greater than one year AND a unit cost of \$10,000 or greater, and small and attractive assets. Small and attractive assets are the following if they have a unit cost of \$300 or more:

- Laptops and notebook computers
- Tablets and Smartphones

Small and attractive assets also include the following if they have a unit cost of \$1000 or more:

- Optical Devices, Binoculars, Telescopes, Infrared Viewers, and Rangefinders
- Cameras and Photographic Projection Equipment
- Desktop Computers (PCs)
- Television Sets, DVD Players, Blu-ray Players and Video Cameras (home type)

3.4 SUMMARY OF CONTRACT COSTS

PROJECT COSTS. Unspent contract funds from each year do NOT carry over into subsequent years and each year's budget is independent of the others. Payment for satisfactory performance of the work shall not exceed this amount unless the Parties mutually agree to a higher amount in a written Amendment to this Contract executed by both Parties.

The costs for the work under the SOW to be provided by the CONTRACTOR or CONTRACTOR'S SUB- CONTRACTOR are as follows:

Year 1: \$435,000 (\$330,000 for 30 base licenses, up to \$105,000 for optional license packs)

Year 2: \$465,000 (\$360,000 for 30 base licenses, up to \$105,000 for optional license packs)

Year 3: \$498,000 (\$393,000 for 30 base licenses, up to \$105,000 for optional license packs)

4. DEFINITIONS:

4.1 As used throughout this Contract, the following terms shall have the meaning set forth below:

4.1.1. "WTSC" shall mean the Washington Traffic Safety Commission of the state of Washington, any division, section, office, unit, or other entity of the WTSC, or any of the officers or other officials lawfully representing the WTSC.

4.1.2. "AGENT" shall mean the WTSC Director and/or the delegate authorized in writing to act on the Director's behalf.

4.1.3. "CONTRACTOR" shall mean the firm, provider, organization, individual, or other entity performing services under this Contract, and shall include all employees of the CONTRACTOR.

4.1.4. "SUB-CONTRACTOR" shall mean one not in the employment of the CONTRACTOR, who is performing all or part of those services under this Contract or under a separate Contract with the CONTRACTOR. The terms "SUB-CONTRACTOR" and "SUB-CONTRACTORS" means SUB-CONTRACTOR in any tier.

APPLICABLE STATE TERMS AND CONDITIONS:

5. ACTIVITY REPORTS

The CONTRACTOR will submit reports on the activity of this project in the form provided by the WTSC using the WTSC Enterprise Management System (WEMS) Progress Reporting process or other alternate means pre-approved by WTSC. The CONTRACTOR will include copies of publications, training reports, and any statistical data generated in project execution in the reports. WTSC reserves the right to delay the processing of invoices until activity reports are received and approved.

6. ADVANCE PAYMENTS PROHIBITED

No payments in advance of or in anticipation of goods or services to be provided under this Contract shall be made by the WTSC.

7. AGREEMENT ALTERATIONS AND AMENDMENTS

This Contract may be amended by mutual agreement of the Parties in the form of a written Amendment to this Contract. Such amendments shall only be binding if they are in writing and signed by personnel authorized to bind each of the Parties.

8. ALL WRITINGS CONTAINED HEREIN

This Contract contains all the terms and conditions agreed upon by the Parties. No other understandings, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or to bind any of the Parties hereto.

9. SUBCONTRACTING REQUIREMENTS

The CONTRACTOR may not assign the work to be provided under this Contract, in whole or in part, without the express prior written consent of the WTSC, which consent shall not be unreasonably withheld. The CONTRACTOR shall provide the WTSC a copy of all third-party contracts and agreements entered into for purposes of fulfilling the SOW. Such third-party contracts and agreements must follow applicable federal, state, and local law, including but not limited to procurement law, rules, and procedures.

10. ATTORNEYS' FEES

In the event of litigation or other action brought to enforce the Contract terms, each Party agrees to bear its own attorney fees and costs.

11. BILLING PROCEDURE

The CONTRACTOR shall submit monthly invoices for reimbursement to WTSC with supporting documentation as WTSC shall require. All invoices for reimbursement shall be submitted through the WEMS invoicing process, or via alternate method if approved by WTSC. Payment to the CONTRACTOR for approved and completed work will be made by warrant or account transfer by WTSC within 30 days of receipt of such properly documented invoices acceptable to WTSC. Upon expiration of the Contract, any claim for payment not already made shall be submitted within 45 days after the expiration date of this Contract. All invoices for goods received or services performed on or prior to June 30 must be received by WTSC no later than August 10 of that same year. All invoices for goods received or services performed between July 1 and September 30 must be received by WTSC no later than November 15 of that same year. WTSC reserves the right to delay the processing of invoices until the activity reports

required by Section 5 are received and approved.

12. SUB-CONTRACTOR PAYMENTS REPORTING REQUIREMENTS

This Contract is subject to compliance tracking using the State's business diversity management system, Access Equity (B2Gnow). Access Equity is web-based and can be accessed at the Office of Minority and Women's Business Enterprises at <https://omwbe.diversitycompliance.com/>. The CONTRACTOR and all SUB-CONTRACTORS shall report and confirm receipt of payments made to the CONTRACTOR and each SUB-CONTRACTOR through Access Equity. The CONTRACTOR may contact WTSC at 360-725-9860 for technical assistance in using the Access Equity system. User guides and documentation related to CONTRACTOR and SUB-CONTRACTOR access to and use of Access Equity are available online at <https://omwbe.wa.gov/access-equity-help-center>. The WTSC reserves the right to withhold payments from the CONTRACTOR for non-compliance with this section. For purposes of this section, SUB-CONTRACTOR means any SUB-CONTRACTOR working on the Contract, at any tier and regardless of status as certified WMBE or Non-WMBE.

The CONTRACTOR shall:

12.1 Register and enter all required SUB-CONTRACTOR information into Access Equity no later than 15 days after the WTSC creates the Contract Record in Access Equity.

12.2 Complete the required user training (two (2) one-hour online sessions) no later than 20 days after the WTSC creates the Contract Record in Access Equity.

12.3 Report the amount and date of all payments (i) received from the WTSC, and (ii) paid to SUB-CONTRACTOR, no later than September 30 of each calendar year, issuance of each payment made by the WTSC to the CONTRACTOR, unless otherwise specified in writing by the WTSC, except that the CONTRACTOR shall mark as "Final" and report the final SUB-CONTRACTOR payments into Access Equity no later than thirty (30) days after the final payment is due to the SUB-CONTRACTOR(S) under the Contract, with all payment information entered no later than sixty (60) days after the end of the fiscal year.

12.4 Monitor contract payments and respond promptly to any requests or instructions from the WTSC or system-generated messages to check or provide information in Access Equity.

12.5 Coordinate with SUB-CONTRACTORS, or WTSC when necessary, to resolve promptly any discrepancies between reported and received payments.

12.6 Require each SUB-CONTRACTOR to:

(i) register in Access Equity and complete the required user training;

(ii) verify the amount and date of receipt of each payment from the CONTRACTOR or a higher tier SUB-CONTRACTOR, if applicable, through Access Equity;

(iii) report payments made to any lower tier SUB-CONTRACTOR, if any, in the same manner as specified herein;

(iv) respond promptly to any requests or instructions from the CONTRACTOR or system-generated messages to check or provide information in Access Equity; and

(v) coordinate with CONTRACTOR, or WTSC when necessary, to resolve promptly any discrepancies between reported and received payments.

13. CONFIDENTIALITY/SAFEGUARDING OF INFORMATION

13.1 CONFIDENTIAL INFORMATION. For purposes of this Contract, "Confidential Information" includes, but is not limited to, information that is deemed confidential under federal or state law,

personal information as defined in RCW 42.56.590, as well as any information identified, in writing, by WTSC as confidential or protected.

13.2 PROTECTION OF CONFIDENTIAL INFORMATION. Notwithstanding any provision to the contrary, Contractor's use of Confidential Information will be in compliance with all applicable state and federal law. At a minimum, Contractor shall maintain records documenting: (i) the Confidential Information received pertaining to this Contract; (ii) the purpose(s) for which the Confidential Information was received; (iii) who received and maintained the Confidential Information; and (iv) final disposition of the Confidential Information. WTSC reserves the right to monitor, audit, and/or investigate Contractor's use of Confidential Information used, collected, or acquired by Contractor pursuant to this Contract.

13.3 CONTRACTOR OBLIGATION – CONFIDENTIAL INFORMATION. Contractor shall: (i) hold Confidential Information in strictest confidence and not make use of Confidential Information for any purpose other than the performance of this Contract; (ii) release Confidential Information only to authorized employees or agents requiring such information for the purpose of performing this Contract and who have executed an appropriate nondisclosure agreement or data sharing agreement as approved by WTSC; (iii) implement and maintain physical, electronic, and managerial safeguards to prevent unauthorized access to Confidential Information including, but not limited to, storing Confidential Information on secure servers with access to the data strictly controlled and limited to staff with appropriate training and clearance; and (iv) ensure that all Confidential Information is encrypted in transmission from and to Contractor, at rest in the data base or other data facility maintained or used by Contractor, and when transmitted to authorized recipients.

13.4 CONTRACTOR OBLIGATION – DATA SECURITY. If the Contract involves WTSC's Data and/or access to WTSC's IT network, Contractor, at its expense, will comply with the data security requirements set forth in WaTech's Data Security Requirements.

13.5 CONTRACTOR OBLIGATION – EXPIRATION OR TERMINATION. Upon expiration or termination of this Purchase Order, Contractor, at WTSC's direction, timely will: (i) Certify to WTSC that all Confidential Information has been destroyed; or (ii) return all Confidential Information to WTSC; or (iii) take whatever other actions WTSC requires of Contractor to protect such Confidential Information.

13.6 NETWORK ACCESS. During its performance of this Contract, Contractor may be granted access to WTSC's computer and telecommunication networks ("Networks"). As a condition of Network use, Contractor shall: (a) use the Networks in compliance with all applicable laws, rules, and regulations; (b) use software, protocols, and procedures as directed by WTSC to access and use the Networks; (c) only access Network locations made available to Contractor by WTSC; (d) not interfere with or disrupt other users of the Networks; (e) assure the transmissions over the Networks by Contractor (i) do not contain any libelous, defamatory, profane, offensive, obscene, pornographic, or unlawful material, and (ii) are not used to perform any illegal activities, including but not limited to, encouraging, selling, or soliciting illegal drugs, gambling, pornography, prostitution, robbery, spreading computer worms or viruses, hacking into computer systems, or trafficking credit card codes; and (f) upon termination or expiration of the Contract, relinquish all IP addresses or address blocks assigned to them on the Networks. Additionally, Contractor shall comply with WTSC's IT policies.

14. COVENANT AGAINST CONTINGENT FEES

The CONTRACTOR warrants that it has not paid, and agrees not to pay, any bonus, commission, brokerage, or contingent fee to solicit or secure this Contract or to obtain approval of any application for federal financial assistance for this Contract. The WTSC shall have the right, in the event of breach of this section by the CONTRACTOR, to annul this Contract without liability.

15. DISPUTES

15.1. Except as otherwise provided in this Contract, when a dispute arises between the Parties and it cannot be resolved by direct negotiation, either Party may request a dispute review by the AGENT.

15.2. The request for a dispute review ("Requestor's Statement") must:

15.2.1. Be in writing.

15.2.2. State the disputed issue(s).

15.2.3. State the relative positions of the requester's Party.

15.2.4. State the Designated Contact's name, address, and telephone number.

15.2.5. Be submitted by mail or electronic correspondence (email) to the AGENT and the other Party's Designated Contact within three working days after the Parties agree that they cannot resolve the dispute.

15.3. Within five working days after receipt of the Requestor's Statement, the other Party's Designated Contact shall send a written response to the Requester's Statement to both the AGENT and the requester.

15.4. The AGENT shall review the written statements and provide a resolution reply in writing to both Parties within 10 working days after receiving the second Party's written response. The AGENT may extend this period if necessary to allow more time for review or to collect more information from the Parties by notifying both Parties.

15.5. The Parties agree that this dispute process shall precede any action in a judicial or quasi-judicial tribunal.

15.6. Nothing in this Contract shall be construed to limit the Parties' choice of a mutually-acceptable alternate dispute resolution method in addition to or in lieu of the dispute resolution procedure outlined above.

15.7 In the event that either Party deems it necessary to institute legal action or proceedings to enforce any right or obligation under this Agreement, the Parties hereto agree that any such action or proceedings shall be brought in the superior court situated in Thurston County, Washington.

16. GOVERNANCE

16.1. This Contract is entered into pursuant to and under the authority granted by the laws of the state of Washington and any applicable federal laws. The provisions of this Contract shall be construed to conform to those laws.

16.2. In the event of an inconsistency in the terms of this Contract, or between its terms and any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order:

16.2.1. Applicable federal and state statutes and rules

16.2.2. Terms and Conditions of this Contract

16.2.3. Any Amendment executed under this Contract

16.2.4. Any SOW executed under this Contract

16.2.5. Any other provisions of the Contract, including materials incorporated by reference

17. INDEMNIFICATION

17.1. To the fullest extent permitted by law, the CONTRACTOR shall indemnify and hold harmless the WTSC, its officers, employees, and agents, and process and defend at its own expense any and all claims, demands, suits at law or equity, actions, penalties, losses, damages, or costs of whatsoever kind ("claims") brought against WTSC arising out of or in connection with this Contract and/or the CONTRACTOR'S performance or failure to perform any aspect of the Contract. This indemnity provision applies to all claims against WTSC, its officers, employees, and agents arising out of, in connection with, or incident to the acts or omissions of the CONTRACTOR, its officers, employees, agents, and sub-contractors. Provided, however, that nothing herein shall require the CONTRACTOR to indemnify and hold harmless or defend the WTSC, its agents, employees, or officers to the extent that claims are caused by the negligent acts or omissions of the WTSC, its officers, employees or agents; and provided further that if such claims result from the concurrent negligence of (a) the CONTRACTOR, its officers, employees, agents, or sub-contractors, and (b) the WTSC, its officers, employees, or agents, or involves those actions covered by RCW 4.24.115, the indemnity provisions provided herein shall be valid and enforceable only to the extent of the negligence of the CONTRACTOR, its officers, employees, agents, or sub-contractors.

17.2. The CONTRACTOR agrees that its obligations under this Section extend to any claim, demand and/or cause of action brought by, or on behalf of, any of its employees or agents in the performance of this agreement. For this purpose, the CONTRACTOR, by mutual negotiation, hereby waives with respect to WTSC only, any immunity that would otherwise be available to it against such claims under the Industrial Insurance provisions chapter 51.12 RCW.

17.3. The indemnification and hold harmless provision shall survive termination of this Contract.

17.4. Notwithstanding anything contained herein to the contrary, the CONTRACTOR is not liable for any third party claim based on decisions made by the WTSC from the use of the service.

18. INDEPENDENT CAPACITY

The Parties intend that an independent contractor relationship will be created by this Contract. The CONTRACTOR and his or her employees or agents performing under this Contract are not employees or agents of the WTSC. The CONTRACTOR will not hold himself/herself out as or claim to be an officer or employee of the WTSC or of the state of Washington by reason hereof, nor will the CONTRACTOR make any claim of right, privilege, or benefit that would accrue to such employee under law. Conduct and control of the work will be solely with the CONTRACTOR.

19. INSURANCE COVERAGE

19.1. The CONTRACTOR shall comply with the provisions of Title 51 RCW, Industrial Insurance, if required by law.

19.2. If the CONTRACTOR is not required to maintain insurance in accordance with Title 51 RCW, prior to the start of any performance of work under this Contract, the CONTRACTOR shall provide WTSC with proof of insurance coverage (e.g., vehicle liability insurance, private property liability insurance, or commercial property liability insurance), as determined appropriate by WTSC, which protects the CONTRACTOR and WTSC from risks associated with executing the SOW associated with this Contract.

20. LICENSING, ACCREDITATION AND REGISTRATION

The CONTRACTOR shall comply with all applicable local, state, and federal licensing, accreditation, and registration requirements/standards necessary for the performance of this

Contract. The CONTRACTOR shall complete registration with the Washington State Department of Revenue, if required, and be responsible for payment of all taxes due on payments made under this Contract.

21. OVERPAYMENTS AND ASSERTION OF LIEN

In the event that the WTSC determines that overpayments or erroneous payments were made to the CONTRACTOR under this Contract, the WTSC may secure repayment plus interest, if any, through the filing of a lien against the CONTRACTOR's real property or by requiring the posting of a bond, assignment of deposit, or some other form of security acceptable to the WTSC, or by doing both.

22. PRIVACY

22.1. Personal information including, but not limited to, "Protected Health Information," collected, used, or acquired in connection with this Contract shall be protected against unauthorized use, disclosure, modification, or loss. CONTRACTOR shall ensure its directors, officers, employees, sub-contractors, or agents use personal information solely for the purposes of accomplishing the services set forth herein. CONTRACTOR agrees not to, and will ensure that its sub-contractor's do not, release, divulge, publish, transfer, sell, or otherwise make known to unauthorized persons personal information without the express written consent of the WTSC, or as otherwise required by law, including as required under RCW 42.56 Public Records Act.

22.2. Any breach of this section may result in termination of the Contract and the demand for return of all personal information. The CONTRACTOR agrees to indemnify and hold harmless the WTSC for any damages related to the CONTRACTOR'S unauthorized use of personal information.

23. PUBLICITY

The CONTRACTOR agrees to submit to the WTSC all advertising and publicity matters relating to this Contract wherein the WTSC's name is mentioned or language used from which the connection of the WTSC'S name may, in the WTSC'S judgment, be inferred or implied. The CONTRACTOR agrees not to publish or use such advertising, and publicity matters without the prior written consent of the WTSC.

24. RECORDS MAINTENANCE

24.1. During the term of this Contract and for six years thereafter, the CONTRACTOR shall maintain books, records, documents, and other evidence that sufficiently and properly reflect all direct and indirect costs expended in the performance of the services described herein. These records shall be subject to inspection, review, or audit by authorized personnel of the WTSC, the Office of the State Auditor, and federal officials so authorized by law. All books, records, documents, and other material relevant to this Contract will be retained for six years after expiration. The Office of the State Auditor, federal auditors, the WTSC, and any duly authorized representatives shall have full access and the right to examine any of these materials during this period.

24.2. If any litigation, claim, or audit is started before the expiration of the six-year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

25. RIGHT OF INSPECTION

The CONTRACTOR shall provide right of access to its facilities to the WTSC or any of its

officers, or to any other authorized agent or official of the state of Washington or the federal government, at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this Contract. The CONTRACTOR shall make available information necessary for WTSC to comply with the right to access, amend, and receive an accounting of disclosures of their Personal Information according to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) or any regulations enacted or revised pursuant to the HIPAA provisions and applicable provisions of Washington State law. The CONTRACTOR shall upon request make available to the WTSC and the U.S. Secretary of the Department of Health and Human Services all internal policies and procedures, books, and records relating to the safeguarding, use, and disclosure of Personal Information obtained or used as a result of this Contract.

26. RIGHTS IN DATA

26.1. WTSC and CONTRACTOR agree that all data and work products (collectively called "Work Product") pursuant to this Contract shall be considered works made for hire under the U.S. Copyright Act, 17 USC §101 et seq., and shall be owned by the state of Washington. Work Product includes, but is not limited to, reports, documents, pamphlets, advertisement, books, magazines, surveys, studies, computer programs, films, tapes, sound reproductions, designs, plans, diagrams, drawings, software, and/or databases to the extent provided by law. Ownership includes the right to copyright, register the copyright, distribute, prepare derivative works, publicly perform, publicly display, and the ability to otherwise use and transfer these rights.

26.2. If for any reason the Work Product would not be considered a work made for hire under applicable law, the CONTRACTOR assigns and transfers to WTSC the entire right, title, and interest in and to all rights in the Work Product and any registrations and copyright applications relating thereto and any renewals and extensions thereof.

26.3. For Work Product delivered under the Contract that incorporates pre-existing materials not produced under the Contract, CONTRACTOR hereby grants to the WTSC a nonexclusive, royalty-free, irrevocable license in such materials to translate, reproduce, distribute, prepare derivative works, publicly perform, publicly display, sub-license to others, and otherwise use such materials. The CONTRACTOR warrants and represents that CONTRACTOR has all rights and permissions, including intellectual property rights, moral rights, and rights of publicity, necessary to grant such a license to the WTSC. The WTSC shall have the right to modify or remove any restrictive markings placed upon the data by the CONTRACTOR.

26.4. The CONTRACTOR shall provide WTSC prompt written notice of each notice or claim of infringement received by the CONTRACTOR with respect to any Work product delivered under this Contract.

26.5. The CONTRACTOR may publish, at its own expense, the results of project activities without prior review by the WTSC, provided that any publications, including written, visual, or sound, contain acknowledgment of the support provided by the WTSC. The CONTRACTOR shall disclose any discovery or invention derived from work performed under this project within a reasonable time after it is made to the WTSC, who will determine through NHTSA whether NHTSA or WTSC will seek patent protections pursuant to Title 35 USC, how any rights will be administered, and other actions required to protect the public interest.

26.6. The CONTRACTOR retains all right, title and interest, including all copyright and intellectual property rights, in the underlying works, pre-existing materials, or original content created, developed or coming into existence independent of the services under this Agreement. Such works shall not be considered part of the work for hire as defined herein, and CONTRACTOR shall not be required to grant, assign or transfer any such

rights to WTSC.

27. SAVINGS

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Contract and prior to completion of the SOW under this Contract, the WTSC may terminate the Contract under the "TERMINATION FOR CONVENIENCE" clause, without the 30 day notice requirement. The Contract is then subject to renegotiation at the WTSC's discretion under any new funding limitations or conditions.

28. SEVERABILITY

If any provision of this Contract or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Contract which can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this Contract, and to this end the provisions of this Contract are declared to be severable.

29. SITE SECURITY AND DATA SECURITY REQUIREMENTS

29.1 While on WTSC premises or while interacting with WTSC's personnel, the CONTRACTOR, its agents, employees, or sub-contractors shall conform in all respects with all WTSC physical, fire, or other security policies or applicable regulations and not interfere with WTSC's operations.

29.2 SECURITY COMPLIANCE. Contractor is responsible for establishing an information security program and maintaining physical, technical, administrative, and organizational safeguards, that comply with: (a) applicable industry standards and guidelines; (b) American Institute of Certified Public Accountants (AICPA) System and Organization Controls (SOC) 1; and (c) Washington Technology Solutions Standards (WaTech). See Policy 141.10 – Securing Information Technology Assets Standards

29.3 ANNUAL SECURITY CERTIFICATIONS. Contractor will, at the commencement of this Contract and annually thereafter provide WTSC the following reports and certifications: (a) AICPA Statement of Standards for Attestation Engagement (SSAE) No. 18 SOC 1 Type II fiscal year cycle audit report; (b) SOC 2 Type I report in accordance with AICPA AT 101; and (c) attestation that Contractor's Services are in compliance with WaTech Security Policy 141.10 – Securing Information Technology Assets Standards. WTSC may accept, at its sole discretion, alternative reports, audits or reporting formats which WTSC determines to be equivalent or better to the reports and certifications described herein.

29.4 DATA BREACH. Contractor must have an incident response process that follows National Institute of Standards and Technology (NIST) of Standards and Technology (NIST) standards and includes breach detection, breach notification and breach response. Upon discovery or reasonable belief of any access, destruction, loss, theft, use or disclosure of WTSC's Data by an unauthorized party ("Data Breach"), Contractor shall notify WTSC by the fastest means available and also in writing. Contractor shall provide such notification within forty-eight (48) hours after Contractor reasonably believes there has been such a Data Breach. Contractor's notification shall identify:

- 1) The nature of the Data Breach;
- 2) The Data accessed, used or disclosed;
- 3) The person(s) who accessed, used, disclosed and/or received Data (if known);
- 4) What Contractor has done or will do to quarantine and mitigate the Data Breach; and
- 5) What corrective action Contractor has taken or will take to prevent future Data Breaches.

Contractor shall quarantine the Data Breach, ensure secure access to Data, and restore Services as needed to comply with terms and conditions of this Contract. Contractor shall conduct an investigation of the Data Breach and shall share the report of the investigation with WTSC.

In the event of the Data Breach, Contractor agrees to comply with all applicable state and federal statutory provisions, including but not limited to RCW 19.255.010 and RCW 42.56.590. Where notifications are required to the public or regulators, Contractor shall coordinate and cooperate with WTSC in the development of a communication plan, and promptly and at no cost, provide advance copies of any notifications for WTSC review before disseminating. If a Data Breach occurs and is found to be the result of Contractor's acts, omissions or negligence, Contractor shall assume complete responsibility for notification of affected parties, and be liable for all associated costs incurred by WTSC in responding to or recovering from the Data Breach.

29.5 TECHNICAL EXAMINATION AND AUDIT. Upon advance written request, Contractor agrees that WTSC or its designated representative shall have reasonable access to Services purchased by WTSC under this contract, its operational documentation, records and databases, including online inspections. The online inspection shall allow WTSC, its authorized agents, or a mutually acceptable third party hired by WTSC, to test that controls are in place and working as intended. Tests may include, but not be limited to, the following:

- 1) Operating system/network vulnerability scans;
- 2) Web application vulnerability scans;
- 3) Database application vulnerability scans; and
- 4) Any other scans to be performed by WTSC or representatives on behalf of WTSC.

Contractor shall allow WTSC reasonable access to Services security logs, latency statistics, and other related Services security data that affect this Contract and WTSC's Data, at no cost to WTSC. After any significant Data loss, specific to data stored within the Services platform, or as a result of any disaster or catastrophic failure, Contractor will at its expense have an independent, industry-recognized third party perform an information security audit. This does not apply to data loss resulting from interruptions in the Services stemming from WTSC's computers, network hardware, internet connectivity, or other elements owned or controlled by WTSC that are reasonably required to use Services. The audit results shall be shared with WTSC within seven (7) days of Contractor's receipt of such results. Upon Contractor receiving the results of the audit, Contractor will provide WTSC with written evidence of planned remediation within thirty (30) days and promptly modify its security measures in order to meet its obligations under this Contract.

30. TAXES

All payments of payroll taxes, unemployment contributions, any other taxes, insurance, or other such expenses for the CONTRACTOR or its staff shall be the sole responsibility of the CONTRACTOR.

31. TERMINATION FOR CAUSE

If the CONTRACTOR does not fulfill in a timely and proper manner its obligations under this Contract or violates any of these terms and conditions, the WTSC will give the CONTRACTOR written notice of such failure or violation, and may terminate this Contract immediately. At the WTSC's discretion, the CONTRACTOR may be given 15 days to correct the violation or failure. In the event that the CONTRACTOR is given the opportunity to correct the violation and the violation is not corrected within the 15-day period, this Contract may be terminated at the end of that period by written notice of the WTSC.

32. TERMINATION FOR CONVENIENCE

Except as otherwise provided in this Contract, either Party may terminate this Contract, without cause or reason, with 30 days written notice to the other Party. If this Contract is so terminated, the WTSC shall be liable only for payment required under the terms of this Contract for services rendered or goods delivered prior to the effective date of termination.

33. TERMINATION PROCEDURES

33.1. Upon termination of this Contract, the WTSC, in addition to any other rights provided in this Contract, may require the CONTRACTOR to deliver to the WTSC any property specifically produced or acquired for the performance of such part of this Contract as has been terminated. The provisions of the "TREATMENT OF ASSETS" clause shall apply in such property transfer, including and not limited to consequential and incidental damages.

33.2. The WTSC shall pay the CONTRACTOR the agreed-upon price, if separately stated, for completed work and services accepted by the WTSC, and the amount agreed upon by the CONTRACTOR and the WTSC for (i) completed work and services for which no separate price is stated, (ii) partially completed work and services, if appropriate, (iii) other property or services that are accepted by the WTSC, and (iv) the protection and preservation of property, unless the termination is for default or for cause, in which case the AGENT shall determine the extent of the liability of the WTSC. Failure to agree with such determination shall be a dispute within the meaning of the "DISPUTES" clause of this Contract. The WTSC may withhold from any amounts due the CONTRACTOR such sum as the AGENT determines to be necessary to protect the WTSC against potential loss or liability.

33.3. The rights and remedies of the WTSC provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract, including and not limited to consequential and incidental damages.

33.4. After receipt of a notice of termination, and except as otherwise directed by the AGENT, the CONTRACTOR shall:

33.4.1. Stop work under the Contract on the date, and to the extent specified, in the notice.

33.4.2. Place no further orders or sub-contracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under the Contract that is not terminated.

33.4.3. Assign to the WTSC, in the manner, at the times, and to the extent directed by the AGENT, all of the rights, title, and interest of the CONTRACTOR under the orders and sub-contracts so terminated, in which case the WTSC has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and sub-contracts.

33.4.4. Resolve all outstanding liabilities and all claims arising out of such termination of orders and sub-contracts, with the approval or ratification of the AGENT to the extent AGENT may require, which approval or ratification shall be final for all the purposes of this clause.

33.4.5. Transfer title to the WTSC and deliver in the manner, at the times, and to the extent directed by the AGENT any property which, if the Contract had been completed, would have been required to be furnished to the WTSC.

33.4.6. Complete performance of any such part of the work as shall not have been terminated by the AGENT.

33.4.7. Take such action as may be necessary, or as the AGENT may direct, for the protection and preservation of the property related to this Contract, which is in the possession of the CONTRACTOR and in which the WTSC has or may acquire an interest.

34. TREATMENT OF ASSETS

34.1. Title to all property furnished by the WTSC shall remain property of the WTSC. Title to all property furnished by the CONTRACTOR for the cost of which the CONTRACTOR is entitled to be reimbursed as a direct item of cost under this Contract shall pass to and vest in the WTSC upon delivery of such property by the CONTRACTOR. Title to other property, the cost of which is reimbursable to the CONTRACTOR under this Contract, shall pass to and vest in the WTSC upon (i) issuance for use of such property in the performance of this Contract, or (ii) commencement of use of such property in the performance of this Contract, or (iii) reimbursement of the cost thereof by the WTSC in whole or in part, whichever first occurs.

34.2. Any property of the WTSC furnished to the CONTRACTOR shall, unless otherwise provided herein or approved by the WTSC, be used only for the performance of this Contract.

34.3. The CONTRACTOR shall be responsible for any loss or damage to property of the WTSC which results from the negligence of the CONTRACTOR or which results from the failure on the part of the CONTRACTOR to maintain and administer that property in accordance with sound management practices.

34.4. If any WTSC property is lost, destroyed, or damaged, the CONTRACTOR shall immediately notify the WTSC and shall take all reasonable steps to protect the property from further damage.

34.5. The CONTRACTOR shall surrender to the WTSC all property of the WTSC prior to settlement, upon completion, termination, or cancellation of this Contract.

34.6. All reference to the CONTRACTOR under this clause shall also include CONTRACTOR's employees, agents, or sub-contractors.

35. STATE NONDISCRIMINATION

35.1 Nondiscrimination Requirement. During the term of this Contract, Contractor, including any sub-contractor, shall not discriminate on the bases enumerated at RCW 49.60.530(3). In addition, Contractor, including any sub-contractor, shall give written notice of this nondiscrimination requirement to any labor organizations with which Contractor, or sub-contractor, has a collective bargaining or other agreement.

35.2 Obligation to Cooperate. Contractor, including any sub-contractor, shall cooperate and comply with any Washington state agency investigation regarding any allegation that Contractor, including any sub-contractor, has engaged in discrimination prohibited by this Contract pursuant to RCW 49.60.530(3).

35.3 Default. Notwithstanding any provision to the contrary, WTSC may suspend Contractor, including any sub-contractor, upon notice of a failure to participate and cooperate with any state agency investigation into alleged discrimination prohibited by this Contract, pursuant to RCW 49.60.530(3). Any such suspension will remain in place until WTSC receives notification that Contractor, including any sub-contractor, is cooperating with the investigating state agency. In the event Contractor, or sub-contractor, is determined to have engaged in discrimination identified at RCW 49.60.530(3), WTSC may terminate this Contract in whole or in part, and Contractor, sub-contractor, or both, may be referred for debarment as provided in RCW 39.26.200. The Contractor or sub-contractor may be given a reasonable time in which to cure this noncompliance, including implementing conditions consistent with any court-ordered injunctive relief or settlement agreement.

35.4 Remedies for Breach. Notwithstanding any provision to the contrary, in the event of Contract termination or suspension for engaging in discrimination, Contractor, sub-contractor, or both, shall be liable for contract damages as authorized by law including, but not limited to, any cost difference between the original contract and the replacement or cover contract and all

administrative costs directly related to the replacement contract, which damages are distinct from any penalties imposed under Chapter 49.60, RCW. WTSC shall have the right to deduct from any monies due to Contractor or sub-contractor, or that thereafter become due, an amount for damages Contractor or sub-contractor will owe WTSC for default under this provision.

36. WAIVER

A failure by either Party to exercise its rights under this Contract shall not preclude that Party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Contract.

37. DESIGNATED CONTACTS

The following named individuals will serve as designated contacts for each of the Parties for all communications, notices, and reimbursements regarding this Contract:

The Contact for the CONTRACTOR is:	The Contact for WTSC is:
Jake Kulevich, Account Executive jkulevich@cmtelomatics.com (781) 820-4669	Staci Hoff, Research Director shoff@wtsc.wa.gov (360) 725-9874

AUTHORITY TO SIGN

The undersigned acknowledge that they are authorized to execute this Contract and bind their respective agencies or entities to the obligations set forth herein.

IN WITNESS WHEREOF, the parties have executed this Agreement.

CAMBRIDGE MOBILE TELEMATICS

Signature

Printed Name

Title

Date

WASHINGTON TRAFFIC SAFETY COMMISSION

Signature

Printed Name

Title

Date

APPENDIX A: PROJECT COSTS

Year 1

BUDGET CATEGORY	DESCRIPTION	DIRECT AMOUNT	Indirect Cost Rate	Indirect Amount	Total Budget
Employee salaries and benefits		\$0.00	0%	\$0.00	\$0.00
Travel		\$0.00	0%	\$0.00	\$0.00
Contract Services	StreetVision Licenses: 30 base licenses (\$330,000) with the option to add packs of 5 for \$7,500 throughout the year as needed up to 100 total licenses (\$105,000)	\$435,000.00	0%	\$0.00	\$435,000.00
Goods and Services		\$0.00	0%	\$0.00	\$0.00
Equipment		\$0.00	0%	\$0.00	\$0.00
TOTAL		\$435,000.00		\$0.00	\$435,000.00

Year 2

BUDGET CATEGORY	DESCRIPTION	DIRECT AMOUNT	Indirect Cost Rate	Indirect Amount	Total Budget
Employee salaries and benefits		\$0.00	0%	\$0.00	\$0.00
Travel		\$0.00	0%	\$0.00	\$0.00
Contract Services	StreetVision Licenses: 30 base licenses (\$360,000) with the option to add packs of 5 for \$7,500 throughout the year as needed up to 100 total licenses (\$105,000)	\$465,000.00	0%	\$0.00	\$465,000.00
Goods and Services		\$0.00	0%	\$0.00	\$0.00
Equipment		\$0.00	0%	\$0.00	\$0.00
TOTAL		\$465,000.00		\$0.00	\$465,000.00

Year 3

BUDGET CATEGORY	DESCRIPTION	DIRECT AMOUNT	Indirect Cost Rate	Indirect Amount	Total Budget
Employee salaries and benefits		\$0.00	0%	\$0.00	\$0.00
Travel		\$0.00	0%	\$0.00	\$0.00
Contract Services	StreetVision Licenses: 30 base licenses (\$393,000) with the option to add packs of 5 for \$7,500 throughout the year as needed up to 100 total licenses (\$105,000)	\$498,000.00	0%	\$0.00	\$498,000.00
Goods and Services		\$0.00	0%	\$0.00	\$0.00
Equipment		\$0.00	0%	\$0.00	\$0.00
TOTAL		\$498,000.00		\$0.00	\$498,000.00

CONTRACT TOTAL		\$1,398,000.00		\$0.00	\$1,398,000.00
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Budget Narrative: The WTSC will purchase an initial 30 StreetVision licenses for assigning to law enforcement and select traffic safety partners. As needed, the WTSC may increase the number of licenses in packs of five for \$7,500 (up to a total of 100 concurrent licenses per year). Licenses purchased mid-year are associated with the annual platform access fee for the year in which they are purchased and are valid during the same period as the fee associated with annual platform access.

Important Notes:

1. Indirect cost rates are subject to change based on updated Indirect Rate Letters from a cognizant federal agency or approved cost allocation plans. If the indirect rate increases, the budget will be modified by deducting the amount of the indirect rate increase from other budget categories so that the total budget does not increase.
2. The total annual budget may not increase without a written amendment to this agreement executed by both parties.
3. Adjustments between budget categories within the same year can be made upon mutual agreement of the contact for WTSC and the contact for the CONTRACTOR.

Objectives and Measures

Goal 1 – Purchase StreetVision licenses and assign to law enforcement and select traffic safety partners.

Objective	Objective Details	Completion Date	Summary of progress on this objective	Completed?
Purchase StreetVision licenses and assign to traffic safety partners. Monitor license usage and reassign inactive licenses as needed.		12/31/2028		