STATEMENT OF WORK

<table>
<thead>
<tr>
<th>Project Name:</th>
<th>Extension of Video Analytics Fare Evasion Software</th>
<th>Seller Representative:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Customer Name:</td>
<td>MTA HEADQUARTERS</td>
<td>Subcontractor:</td>
</tr>
<tr>
<td>Affiliate:</td>
<td></td>
<td>Solution Architect:</td>
</tr>
<tr>
<td>Date:</td>
<td>July 25, 2022</td>
<td>Drafted By</td>
</tr>
</tbody>
</table>

This statement of work ("Statement of Work" or "SOW") is made and entered into on the last date that this SOW is fully executed as set forth below ("SOW Effective Date") by and between the undersigned, "Provider," and "Seller," and MTA HEADQUARTERS ("Customer," and "Client.").

This SOW shall be governed by that certain MTA Agreement No. 9-2914 between the Metropolitan Transportation Authority and dated December 14, 2018 (the "Agreement"). The Agreement is in accordance with the Department of Information Technology and Telecommunications Agreement, Contract#: MA1 858 20191200196 EPIN#: 858180026001 between the New York City Department of Information Technology and Telecommunications (DoITT) and . If there is a conflict between this SOW and the Agreement, then the Agreement will control, except as expressly amended in this SOW by specific reference to the Agreement.

PROJECT SCOPE

SECTION 1. INTRODUCTION

The objective of this project is the extension of Video Analytics Fare Evasion software at Customer Subway stations. This software was already tested and approved during the proof of concept (POC) that Provider deployed in five (5) Customer subway stations in 2020. We'll denominate the fare evasion detection software developed by

This extension will cover an estimated additional quantity of cameras, from which oversee turnstiles and oversee emergency gates.

The project will be deployed in accordance with the technical requirements already defined in the POC Tender (Inquiry No.: 0000279205: software and services or a product/service that is equal") and that were deployed, tested and approved for the mentioned POC under Provider Agreement No. 90000000003205. These requirements are detailed in the paragraphs below.

Adding cameras to the operating since the POC carries along two new requirements:
Increase the number of servers from the one running for the POC with additional servers: Load Balancer Server, Web Servers and Analytic Servers. These new servers are going to be procured and installed by Customer at Customer’s premises, including the corresponding licenses and maintenance fees and any other software that Customer deems necessary. Provider will then configure the Video Analytics and auxiliary systems on the same servers. See a more detailed description of the system architecture in chapter “2.3 Hardware requirements” below.

Designing and publishing a new online dashboard, able to provide operational data and graphs

The expected completion time to deploy the software across the cameras will be of 18 months after the kickoff meeting.

SECTION 2. REVIEW OF THE REQUIREMENTS INCLUDED IN THE POC’S SOW

2.1 CRITICAL KEY REQUIREMENTS

The table below details how the software matches the critical key requirements as initially described in the POC’s SOW distributed by Customer:

<table>
<thead>
<tr>
<th>Critical Key Requirement</th>
<th>Comments</th>
</tr>
</thead>
<tbody>
<tr>
<td>CK-1: The Video Analytics Software must be currently used in production at Provider's Customers' site(s) and providing valuable and verifiable metrics for identifying fare evaders for use in reducing fare evasion in environments similar to NYCT Subways.</td>
<td>Currently operative in stations in FGC and in subway stations at the MTA (stations from the initial POC deployed in 2020 plus added in late 2021). The system has also been successfully tested in other cities in Europe and South America.</td>
</tr>
<tr>
<td>CK-2: The Video Analytics Software must be compatible with</td>
<td>Our solution is currently operating with the current version installed at the MTA. Our solution is agnostic of the cameras used, as far as the video flow is properly supplied by the VMS as proven during the POC.</td>
</tr>
<tr>
<td>CK-3: The Video Analytics Software must demonstrate the ability to meet requirements of all 4 use cases at all subway stations.</td>
<td>Capacity to detect the 4 use cases (jumping over turnstile, passing underneath turnstile, swinging the turnstile tripod arms back and forth, reverse entering at the emergency gates) has been consistently demonstrated during the POC.</td>
</tr>
<tr>
<td>CK-4: The Video Analytics Software must perform analysis based on streamed video data and Paid Fare turnstile data. (external input signal such as turnstile arm movement signals are not available)</td>
<td>is performing its Video Analytics based on streamed video and it also imports actual validation data extracted from the MTA ‘Swipe Data’ publicly available online. In 2020, Provider started to import also the validation data corresponding to the OMNY ticketing system, as sent by NYCT via email every Sunday (Excel file containing weekly data)</td>
</tr>
</tbody>
</table>
CK-5: The Video Analytics Software Solution must be scalable to a minimum
Cameras

architecture is fully scalable. Adding more servers will allow the system to grow on the number of cameras analyzed.

CK-6: The Video Analytics implementation must occur immediately upon award.

Provided that the cameras to be analyzed are installed, their video feed available through VMS and that Provider is granted remote access to the Fare Evasion server(s) at Customer’s Control Center, we’ll be ready to go.

NOTE: The analytics server must have internet access to download software updates and to export training data for the machine learning process.

2.2 WORK REQUIREMENTS

Provider will follow the phases described in chapter “Work Requirements” in the POC’s SOW, copied here below as a reference. Please note that meetings will be held by teleconference whenever possible, yet Provider will be available for onsite meetings when convenient.

The deployment of the VA software among the cameras will be performed in batches, as per the order established during the Kickoff meeting. This implies that each batch of cameras will progress through the different phases at different times and each batch will be put into production when complete. Provider and Customer may agree in changing the order of camera deployment during the process and formalize such change agreements at the project follow-up meetings.

Provider acknowledges that Customer can suspend work temporarily if a mission-critical video CCTV operation is in progress.

PHASE 1 - KICKOFF/ASSESSMENT

• Provider will create a detailed project plan including all required tasks and schedule
• Provider will present project plan to Customer for review and approval.
• Provider will present written status at regular meetings, at a frequency agreed with Customer’s PM

PHASE 2 - VA DESIGN/CONFIGURATION

• Provider will work with Customer to review requirements and prepare for design & configuration
• Provider will create workflow designs, including beta or prototypes for review and approval of a new dashboard
• Provider will present written status at regular meetings, with the frequency (e.g. weekly or biweekly) agreed upon with Customer’s PM

PHASE 3 - VA BUILD

• Provider will provide Customer with a detailed testing plan
• Provider will resolve any configuration issues identified in testing
• Provider will compile a testing report to present to Customer for review/approval
• Provider will present written status at regular meetings, with the frequency (e.g. biweekly or monthly) agreed upon with Customer’s PM
PHASE 4 - VA IMPLEMENTATION AND TRAINING

- Provider will implement the production version of the VA application
- Provider will provide end-user and system administration documentation
- Provider will provide training in accordance with the approved schedule
- Provider will begin software maintenance
- Provider will present written status at regular meetings, with the frequency (e.g. biweekly or monthly) agreed upon with Customer’s PM
- Provider will hold a QA/QC session with Customer at least once a month, possibly in conjunction with the regular meetings above, to examine system results.

PHASE 5 - VA IMPLEMENTATION PROJECT CLOSURE

- Provider will provide Customer with all documentation
- Provider will complete the project requirements checklist showing that all project tasks and requirements have been completed
- Provider will present written status at meetings until the project completion review, with the frequency (e.g. biweekly or monthly) agreed with Customer’s PM

HARDWARE REQUIREMENTS

2.3.1 CONCEPT

For the extension, Provider proposes to use three types of servers, running on Linux, dedicated to three different functions:

- LOAD BALANCER server for rebalancing and entry node to the system
- WEB servers that will host replicas of the webserver and the databases. These servers will embed multiple terabyte hard disks to keep databases and video clips.
- ANALYTIC servers to host the artificial intelligence analytics.

All this hardware shall be procured, installed and maintained by Customer, including and their license fees, any other operational software deemed necessary by Customer (besides ), with their licenses and maintenance fees for both the hardware and software installed.

2.3.2 ARCHITECTURE

Provider suggests expanding on the same system architecture that is currently supporting the Fare Evasion Detection POC, as schematically described on the graph below:
2.3.3 SERVER DIMENSIONING

2.3.3.1 NUMBER OF VIDEO ANALYTICS SERVERS

For the analytic servers, Provider has evaluated having [xxx] servers (as the one used for the POC FE Server) or jumping to [xxx] servers. Economies of hardware costs, system management, OS licensing and rack space favor the [xxx] option.

The extension of the currently running [xxx] (for the POC and [xxx] for FAS project) with [xxx] additional cameras requires [xxx] with the current [xxx] version. This can be covered with [xxx] servers in addition to the current [xxx] FE server (total of [xxx] available), using therefore 81% of the available threads. We recommend acquiring [xxx] servers to secure proper redundancy and allow for testing and occasional further developments.

Note 1: If we used [xxx] servers, this would require at least [xxx] such servers (leaving at least [xxx] per server for operating tasks beyond analytics) which would round into [xxx] to have some margin.

Note 2: If one of the new [xxx] analytic servers failed, the remaining servers plus the existing FE Server would still have enough threads able to temporarily cover the [xxx] cameras while the server is repaired.

2.3.3.2 NUMBER OF HARD DISKS FOR EACH WEBSERVER: [xxx]

Assumption: [xxx] cameras distributed:
- [xxx] cameras on emergency gates => [xxx] access points
- **cameras on turnstiles, at turnstiles each** => **access points**
  
  Total of **access points**

Additional assumptions:

- Saving **worth of videogips**
- **of daily videogips per access point** **alerts per access and** **per videogipl) => It requires at least** **of hard disk space, or** **taking a 20% safety margin.**

With **units, this implies that each web server shall contain** **units.**

At RAID 5, these **units have the equivalent storage room to** **units, i.e.**, **covering the** **requirement mentioned above.**

Note: If a proper interface is developed with **VMS, so that video clips can be pulled from** **system when required, this** **should be able to store the last two/three days of alerts for auditing and monitoring the system over** **cameras.**

### 2.4 Additional Software & Functionality Requirements

<table>
<thead>
<tr>
<th>Additional Requirements</th>
<th>Comments</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>The VA shall provide Real time alerts for all evasion use cases when fare evasion is detected by the VA</strong></td>
<td>As demonstrated during the POC, the system provides real-time alerts for all evasion use cases.</td>
</tr>
</tbody>
</table>
| **The VA shall detect fare evasion with minimum Accuracy Center** | Our ML typically exceeds **accuracy, provided that enough machine training is granted. In the initial weeks of deployment, the accuracy might be lower than **though, increasing over time.**

Please note that the video flow must have a minimum of quality: pixilation of the image (image glitches), blurring due to dirt or severe obscurity may hinder its performance.

Please note also that if the scene is occluded (i.e. passengers passing between the camera and the turnstile), the system may be unable to perform its detection role properly, as it would happen to a human observer placed at the same location as the camera. |
| **The VA shall analyze video recorded in extreme conditions including low light and poor quality of images** | **is typically robust even with relatively poor light or quality. However, the algorithms work better under good lighting and good quality images.**

During the POC, **has demonstrated is robustness even when confronted with low light or poor-quality images, even under partial pixilation of such images** |
The VA shall provide tools to quickly search and bookmark fare evasion Use Cases. Alerts can be quickly searched and bookmarked using web pages. Please refer to the User Manual for more details.

The VA shall utilize Machine Learning to further increase accuracy of all Use Cases. ML (Deep Learning, specifically) is the core of the computation. The outcome of the computation can be checked at each graphical alert, in its upper-right corner (see Administration Manual for the meaning of the Audit Numbers written there).

The VA shall include a watermark on the live and exported video including at minimum the Date & Time. Every alert has a watermark containing: station name, control area name, camera name and date and time.

The VA shall enable users to focus on fare evasion activities on an exception basis and not have to continuously monitor all video feeds, therefore improving operational efficiency and reducing the workload on security and management. The system publishes alerts on its webpage as they occur. The user can choose to see all stations at once (Fare Evasion Dashboard 1) or focus on one station Provider will develop a second Dashboard to conveniently display a scenario covering more than the stations initially deployed during the POC. This Dashboard’s design will be proposed by Provider and modified until reaching formal acceptance from Customer.

The VA shall support point of view including top view, angled view and distance views robustly adapted to the cameras designated for the POC and the additional ones later activated in the field with disregard of the variation of view and distance.

2.5 ADMINISTRATION REQUIREMENTS

<table>
<thead>
<tr>
<th>Access</th>
<th>Comments</th>
</tr>
</thead>
<tbody>
<tr>
<td>The VA solution must integrate with Active Directory.</td>
<td>The VA solution has been successfully integrated with Active Directory, allowing an easy and comfortable way for administrators to add MTA users.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Rights/Permissions/User Roles</th>
<th>Comments</th>
</tr>
</thead>
<tbody>
<tr>
<td>The VA shall provide administrative tools, so the system administrator can add, modify, disable user privileges and control viewing and exporting of fare evasion video and data.</td>
<td>The VA allows to define permission groups and assigns them to each operator. Furthermore, it counts with a log system that registers relevant user actions.</td>
</tr>
</tbody>
</table>
The product must provide robust capabilities to manage/control permissions by agency, roles and/or groups. This includes the ability to create and assign user groups & create user profiles.

<table>
<thead>
<tr>
<th>Data</th>
<th>Comments</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fare Evasion Data must be available for view and analysis for a minimum of [ ] days</td>
<td>Alerts are kept [ ] and video clips are kept [ ] In that case, the oldest video clips are automatically erased. Provider has specified [ ] new webservers, each equipped with [ ] to cope with this requirement. If the system grows over [ ] cameras, Provider will study the possibility of fetching Fare Evasion video clips from the VMS servers [ ].</td>
</tr>
<tr>
<td>Robust search, sorting, and filtering capabilities are required to query the VA.</td>
<td>Available through [ ] webpages on any browser. Refer to the User Manual for more details.</td>
</tr>
<tr>
<td>Metadata should be searchable and auditable.</td>
<td>Paying passenger counts and fare evasion events can be drilled down per station/control area/access point and searchable by date</td>
</tr>
<tr>
<td>Configuration data should be backed up without downtime - system must be available for active use 24/7.</td>
<td>Provider dumps a daily copy of the database at 3 am, for Customer to perform a backup from this copy, guaranteeing the system is active 24/7</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Reporting</th>
<th>Comments</th>
</tr>
</thead>
<tbody>
<tr>
<td>The VA shall provide a tool for identification and reporting of (1) location, (2) timing and (3) frequency of fare evasion incidents so that further actions such as adding more staff at locations where such incidents occur often can be taken.</td>
<td>Paying passenger counts and fare evasion events can be drilled down per station/control area/access point and searchable by date</td>
</tr>
<tr>
<td>Fare Evasion Data must be presented via a desktop user interface that provides relevant summaries, by percentages and raw numbers, of fare evasion at a given fare array and station for defined timeframes (day, week and month).</td>
<td>Data available through usual internet browsers. Refer to the User Manual for more details.</td>
</tr>
<tr>
<td>The VA shall include all metadata sources available for reporting on all use cases and any additional fare evasion metrics required in the SOW.</td>
<td>List of all alerts with metadata available through the application webpages (block ‘Alerts’ on the main menu)</td>
</tr>
<tr>
<td>---</td>
<td>---</td>
</tr>
<tr>
<td>The VA shall allow the export of reports to widely used file formats (e.g. Excel, PDF, etc.)</td>
<td>Excel export on counting data available through .csv files at all reports. Chart exports ready into .png, .jpeg, .svg and .pdf formats at all graphs</td>
</tr>
<tr>
<td>The VA shall provide the ability to extract data needed for ad-hoc reporting.</td>
<td>Counting data exportable into .csv files at all reports</td>
</tr>
<tr>
<td>The VA solution shall provide a fully detailed audit log of transactions performed by both end users and administrative users.</td>
<td>Available for Administrators and positively tested and validated during the POC</td>
</tr>
<tr>
<td>The VA shall provide valuable and verifiable metrics for identifying fare evaders utilizing the USE Cases and Paid Fare turnstile data.</td>
<td>All data available in different shapes and cuts at the application webpages.</td>
</tr>
</tbody>
</table>

### 2.6 SUPPORT REQUIREMENTS

**Customer Support requirements**

- Technical support should be available during business hours Monday - Friday Standard EST MTA hours
  - Support is also provided by email

- The ability to call Provider directly for help is desired during standard EST MTA hours.
  - Support is also provided by email

Provider may search an agreement with a local partner in NY to provide Customer support, if convenient.

**Training**

- On site System Administration Training is needed to administer the system including managing user accounts, auditing, logs, technical configurations, backups, etc....
  - Provider has delivered a training video to [REDacted] during the POC.
  - Provider will deliver an updated version of the training video (aimed at System Administrators) at least two weeks before the project’s completion.
  - Provider can provide live online training with at least one week’s notice, or on-site training with at least three weeks’ notice.
## 2.7 Project and Schedule

<table>
<thead>
<tr>
<th>Schedule</th>
<th>Comments</th>
</tr>
</thead>
<tbody>
<tr>
<td>Provider shall implement the VA Solution within 4 weeks from Notice to Proceed (requirement for the POC: proposing 18 months instead for the extension to 517 cameras).</td>
<td>With a much larger number of cameras (instead of the cameras deployed during the POC), Provider estimates that the system will be fully operational in 18 months, beginning when the servers specified in the hardware specifications are effectively accessible by Provider team.</td>
</tr>
</tbody>
</table>

## 2.8 Code Development Requirements

Provider will also observe the requirements regarding code development indicated in the SOW paragraphs:

4.7.6. No Malicious Code,

4.7.7. Vulnerabilities, Threats and Risks
4.7.8. Source Code Review.

SECTION 3. MAINTENANCE
The maintenance covers the monitoring of the cameras (that their performance is stable over time) plus software updates and the adjustment of the software for a camera that has been substituted in the very same place and that is looking at (close) the same scene, but it does not include camera relocations or changes in the scene that may affect the view of the camera (for instance, if turnstiles are relocated, a new parametrization of the system must be executed). If a camera or the scene is changed in a way that a new parametrization is required, the cost of such parametrization will be charged following the hourly fares indicated in the economical SOW.

Major changes of the scene (for instance, a fully new turnstile model with a different geometry of way of functioning) would require a separate budget, since new software development might be needed.

3.1 RESPONSE TO ISSUES
automatically monitors some parameters of its VA processes, with a system that sends alerts to personnel regarding some malfunctioning cases (examples: no feed from a camera, camera moved, process stopped)

If the problem detected were due to hardware (cameras, the Fare Evasion Server), Provider will follow the communication or escalation procedure that Customer indicates.

Regarding software, we propose the SLAs detailed in the next paragraph.

3.2 SLA – SERVICE LEVEL AGREEMENT
Services will be performed in accordance with the Warranty provisions in the Agreement and any Service Level Agreements in this SOW.

3.2.1 AVAILABILITY
Provider targets the following availability for its system (scheduled maintenance excluded):

- Web Client (24/7)
- Video Analytics (of Customer’s operation hours, 24/7 for the MTA)

3.2.2 SUPPORT
At the start of the maintenance period, Provider will facilitate a phone number and an email of contact in case of issues with the software.

Provider will also provide a contact name, phone and email for escalations.

In case of software malfunction, Provider proposes the following resolution times:

3.2.3 RESPONSE TIME
- Notice received via phone: Response Time 4 office hours in 90% of the Incidents
- Notice received via email: Response Time 1 working day in 90% of the Incidents
3.2.4 Resolution Time

The resolution time strongly depends on the nature of the issue. The first five stations project will help completing and adjusting the table below, if needed. We have indicated already some potential incidents.

<table>
<thead>
<tr>
<th>Issue</th>
<th>Resolution Time</th>
</tr>
</thead>
<tbody>
<tr>
<td>Software security patches</td>
<td>□ 1 Working Days in 90% of the incidents</td>
</tr>
<tr>
<td>Minor software adjustments</td>
<td>□ 5 Working Days in 90% of the incidents</td>
</tr>
<tr>
<td>New software requirements</td>
<td>To negotiate case by case</td>
</tr>
</tbody>
</table>

3.2.5 Updates, Upgrades and Planned Outages

Updates code when it identifies and corrects code errors. This kind of updates are done on the fly when no affectation on operations is foreseen.

Also updates when it finds sensibly better machine learning algorithms or parameters. In cases where the scale of the improvement may be significant, Provider will agree with Customer an appropriate testing process and deployment schedule of such improvements, to minimize the impact of any potential disruptions on the evolution of fraud statistics (i.e. a jump in the fare evasion rate due to just the change of algorithm).

Currently sends email notifications to

3.2.6 On-Site Support:

Since the system architecture is designed to be redundant, the probability of having a critical event that requires Provider’s on-site support is extremely low.

Nevertheless, if the presence of a Provider employee is deemed indispensable on-site, Provider will send an employee or trained representative within an [ ] period after request. Related travel expenses will be covered by Provider. Provider will invoice the related on-site work using the Software Engineer hourly fee specified in the Time and Materials quote.

If the need for on-site support becomes recurrent, Provider will engage a local software engineer to guarantee a swifter response time. This software engineer will be trained and supported by Provider.

In the event of a hardware failure or an OS failure, Provider will wait for Customer to repair or replace the hardware and reestablish the OS before acting on [ ] software.

Item(s) Provided to Customer

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Format</th>
</tr>
</thead>
</table>

Table 1 – Item(s) Provided to Customer
GENERAL RESPONSIBILITIES AND ASSUMPTIONS

- Customer is responsible for providing all access that is reasonably necessary to assist and accommodate Seller’s performance of the Services.
- Customer will provide in advance and in writing, and Seller will follow, all applicable Customer’s facility’s safety and security rules and procedures.
- Customer is responsible for security at all Customer-Designated Locations; Seller is not responsible for lost or stolen equipment, other than solely as a result of Seller’s gross negligence and willful misconduct.
- This SOW can be terminated by either party without cause upon at least fourteen (14) days’ advance written notice.

CONTACT PERSONS

Each Party will appoint a person to act as that Party’s point of contact (“Contact Person”) as the time for performance nears and will communicate that person’s name and information to the other Party’s Contact Person.

Customer Contact Person is authorized to approve materials and Services provided by Seller, and Seller may rely on the decisions and approvals made by the Customer Contact Person (except that Seller understands that Customer may require a different person to sign any Change Orders amending this SOW). The Customer Contact Person will manage all communications with Seller, and when Services are performed at a Customer-Designated Location, the Customer Contact Person will be present or available. The Parties’ Contact Persons shall be authorized to approve changes in personnel and associated rates for Services under this SOW.

CHANGE MANAGEMENT

This SOW may be modified or amended only in a writing signed by both Customer and Seller, generally in the form provided by Seller (“Change Order”). Services not specified in this SOW are considered out of scope and will be addressed with a separate SOW or Change Order.

In the event of a conflict between the terms and conditions set forth in a fully executed Change Order and those set forth in this SOW or a prior fully executed Change Order, the terms and conditions of the most recent fully executed Change Order shall prevail.

PROJECT SCHEDULING

Customer and Seller, who will jointly manage this project, will together develop timelines for an anticipated schedule (“Anticipated Schedule”) based on Seller’s project management methodology. Any dates, deadlines, timelines or schedules contained in the Anticipated Schedule, in this SOW or otherwise, are estimates only, and the Parties will not rely on them for purposes other than initial planning.

The following scheduling scenarios that trigger delays and durations to extend beyond what's been planned may require a Change Order:
• Site preparation, such as power, cabling, physical access, system access, hardware/software issues, etc. must be completed in a timely manner.
• Project tasks delegated to Customer PMs/Engineers/Techs/Management/Resources must be completed in a timely manner. For example, in the event a project’s prioritization is demoted, and Customer resources are reallocated causing the project’s schedule to extend on account of experiencing interruptions to its momentum requiring complete stop(s) and start(s).
• External projects/dependencies that may have significant impact on the timeline, schedule and deliverables. It is Seller’s assumption that every reasonable attempt will be made to mitigate such situations.

Provider will adhere to Customer cyber security policies

Provider acknowledges that Customer can suspend work temporarily in case of ongoing mission-critical video CCTV operations.

TOTAL FEES

The total fees due and payable under this SOW (“Total Fees”) include both fees for Seller’s performance of work (“Services Fees”) and any other related costs and fees specified in the Expenses section (“Expenses”).

Seller will invoice for Total Fees. Customer will pay invoices containing amounts authorized by this SOW in accordance with the terms of the Agreement. Unless otherwise specified, taxes will be invoiced but are not included in any numbers or calculations provided herein. The pricing included in this SOW expires and will be of no force or effect unless it is signed by Customer and Seller within thirty (30) days from the Date list on the SOW, except as otherwise agreed by Seller. Any objections to an invoice must be communicated to the Seller Contact Person within fifteen (15) days after receipt of the invoice.

SERVICES FEES

Services Fees hereunder are FIXED FEES, meaning that the amount invoiced for the Services will be [REDACTED].

The invoiced amount of Services Fees will equal the amount of fees applicable to each completed project milestone (see Table below).

<table>
<thead>
<tr>
<th>Milestone</th>
<th>Percentage</th>
<th>Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>First batch of X operating cameras accepted by MTA’s PM</td>
<td>19.34%</td>
<td></td>
</tr>
<tr>
<td>2nd batch of X operating cameras accepted by the MTA</td>
<td>19.34%</td>
<td></td>
</tr>
<tr>
<td>3rd batch of X operating cameras accepted by the MTA</td>
<td>19.34%</td>
<td></td>
</tr>
<tr>
<td>4th batch of X operating cameras accepted by the MTA</td>
<td>19.34%</td>
<td></td>
</tr>
<tr>
<td>Last batch of operating cameras (up to X accepted by the MTA)</td>
<td>22.64%</td>
<td></td>
</tr>
<tr>
<td>Totals</td>
<td>100%</td>
<td></td>
</tr>
</tbody>
</table>

EXPENSES

All services under this SOW will be performed remotely; therefore, neither travel time nor direct expenses will be billed for this project.
TRAVEL NOTICE
The parties agree that there will be no travel required for this project.

CUSTOMER-DESIGNATED LOCATIONS
Seller will provide Services benefiting the locations specified on the attached Exhibit (“Customer-Designated Locations”).

SIGNATURES
In acknowledgement that the parties below have read and understood this Statement of Work and agree to be bound by it, each party has caused this Statement of Work to be signed and transferred by its respective authorized representative.

This SOW and any Change Order may be signed in separate counterparts, each of which shall be deemed an original and all of which together will be deemed to be one original. Electronic signatures on this SOW or on any Change Order (or copies of signatures sent via electronic means) are the equivalent of handwritten signatures.

MTA HEADQUARTERS

By: ___________________________ By: ___________________________

Name: __________________________ Name: Reggie Matela

Title: Sr Mgr Services Contracts Title: Deputy Chief Procurement Officer

Date: Jul 25, 2022 Date: Jul 28, 2022

Mailing Address:

333 W 34TH ST, ACCTS PAYABLE
NEW YORK, NY 10001-2417
EXHIBIT A

CUSTOMER-DESIGNATED LOCATIONS

Seller will provide Services benefiting the following locations ("Customer-Designated Locations").

<table>
<thead>
<tr>
<th>Location(s)</th>
<th>Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>MTA</td>
<td>2 Broadway, New York, NY 10004</td>
</tr>
</tbody>
</table>
STATEMENT OF WORK

<table>
<thead>
<tr>
<th>Project Name:</th>
<th>Extension of [Redacted] Video Analytics Fare Evasion Software</th>
<th>Seller Representative:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Customer Name:</td>
<td>MTA HEADQUARTERS</td>
<td></td>
</tr>
<tr>
<td><strong>Affiliate:</strong></td>
<td>[Redacted]</td>
<td></td>
</tr>
<tr>
<td>Subcontractor:</td>
<td>[Redacted]</td>
<td>Solution Architect:</td>
</tr>
<tr>
<td>Date:</td>
<td>June 23, 2022</td>
<td></td>
</tr>
<tr>
<td>Drafted By:</td>
<td>[Redacted]</td>
<td></td>
</tr>
</tbody>
</table>

This statement of work ("Statement of Work" or "SOW") is made and entered into on the last date that this SOW is fully executed as set forth below ("SOW Effective Date") by and between the undersigned, [Redacted] ("Provider," and "Sellar,"), and MTA HEADQUARTERS ("Customer," and "Client,").

This SOW shall be governed by that certain MTA Agreement No. 9-2914 between the Metropolitan Transportation Authority and [Redacted] dated December 14, 2018 (the "Agreement"). The Agreement is in accordance with the Department of Information Technology and Telecommunications Agreement, Contract#: MA1 858 20191200196 EPIN#: 8581800026001 between the New York City Department of Information Technology and Telecommunications (DoITT) and [Redacted]. If there is a conflict between this SOW and the Agreement, then the Agreement will control, except as expressly amended in this SOW by specific reference to the Agreement.

PROJECT SCOPE

The objective of this SOW is to provide additional IT services not foreseen within the project for the extension of the [Redacted] Video Analytics Fare Evasion software at Customer subway stations and that may be critical for achieving the results of said project.

Any task associated with this Time and Materials SOW requires a previous technical SOW drafted by Provider, accompanied by a budget proposal and approved by Customer before the work is executed. The task will be invoiced following Customer’s formal acceptance of the task’s proper execution. This Time and Materials SOW counts with two unit types:

- **Project Manager or Coordinator hours:** Labor Hours required for tasks including but not limited to Project Management, Coordination, or any other items not already included in the price schedule and are necessary to meet the requirements of its SOW. Hours dedicated to training purposes will also use this fee.
- **Software Engineer hours:** Additional configuration, administration or any other services outside the scope of the initial implementation. Examples may include changes in the subway’s physical environment such as the movement of cameras, turnstiles, gates or any construction obstacles that require subsequent changes of configuration or additional system training within [Redacted]’s Video Analytics Fare Evasion software.
**ITEM(S) PROVIDED TO CUSTOMER**

Table 1 – Item(s) Provided to Customer

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Format</th>
</tr>
</thead>
<tbody>
<tr>
<td>Report Out</td>
<td>Document containing the description of the services performed and their outcome.</td>
<td>PDF</td>
</tr>
</tbody>
</table>

**GENERAL RESPONSIBILITIES AND ASSUMPTIONS**

- Customer is responsible for providing all access that is reasonably necessary to assist and accommodate Seller’s performance of the Services.
- Customer will provide in advance and in writing, and Seller will follow, all applicable Customer’s facility’s safety and security rules and procedures.
- Customer is responsible for security at all Customer-Designated Locations; Seller is not responsible for lost or stolen equipment, other than solely as a result of Seller’s gross negligence and willful misconduct.
- This SOW can be terminated by either party without cause upon at least fourteen (14) days’ advance written notice.

**CONTACT PERSONS**

Each Party will appoint a person to act as that Party’s point of contact (“Contact Person”) as the time for performance nears and will communicate that person’s name and information to the other Party’s Contact Person.

Customer Contact Person is authorized to approve materials and Services provided by Seller, and Seller may rely on the decisions and approvals made by the Customer Contact Person (except that Seller understands that Customer may require a different person to sign any Change Orders amending this SOW). The Customer Contact Person will manage all communications with Seller, and when Services are performed at a Customer-Designated Location, the Customer Contact Person will be present or available. The Parties’ Contact Persons shall be authorized to approve changes in personnel and associated rates for Services under this SOW.

**CHANGE MANAGEMENT**

This SOW may be modified or amended only in a writing signed by both Customer and Seller, generally in the form provided by Seller (“Change Order”). Services not specified in this SOW are considered out of scope and will be addressed with a separate SOW or Change Order.

In the event of a conflict between the terms and conditions set forth in a fully executed Change Order and those set forth in this SOW or a prior fully executed Change Order, the terms and conditions of the most recent fully executed Change Order shall prevail.

**PROJECT SCHEDULING**

Customer and Seller, who will jointly manage this project, will together develop timelines for an anticipated schedule (“Anticipated Schedule”) based on Seller’s project management methodology. Any dates, deadlines, timelines or schedules contained in the Anticipated Schedule, in this SOW or otherwise, are estimates only, and the Parties will not rely on them for purposes other than initial planning.
The following scheduling scenarios that trigger delays and durations to extend beyond what's been planned may require a Change Order:

- Site preparation, such as power, cabling, physical access, system access, hardware/software issues, etc. must be completed in a timely manner.
- Project tasks delegated to Customer PMs/Engineers/Techs/Management/Resources must be completed in a timely manner. For example, in the event a project's prioritization is demoted, and Customer resources are reallocated causing the project's schedule to extend on account of experiencing interruptions to its momentum requiring complete stop(s) and start(s).
- External projects/dependencies that may have significant impact on the timeline, schedule and deliverables. It is Seller's assumption that every reasonable attempt will be made to mitigate such situations.

**TOTAL FEES**

The total fees due and payable under this SOW (“Total Fees”) include both fees for Seller’s performance of work (“Services Fees”) and any other related costs and fees specified in the Expenses section (“Expenses”).

Seller will invoice for Total Fees. Customer will pay invoices containing amounts authorized by this SOW in accordance with the terms of the Agreement. Unless otherwise specified, taxes will be invoiced but are not included in any numbers or calculations provided herein. The pricing included in this SOW expires and will be of no force or effect unless it is signed by Customer and Seller within thirty (30) days from the Date list on the SOW, except as otherwise agreed by Seller. Any objections to an invoice must be communicated to the Seller Contact Person within fifteen (15) days after receipt of the invoice.

**SERVICES FEES**

Services Fees will be calculated on a TIME AND MATERIALS basis.

The invoiced amount of Services Fees will equal the rate applicable for a unit of a service or resource (“Unit Rate”) multiplied by the number of units being provided (“Billable Units”) for each unit type provided by Seller (see Table below).

Services Fees of [ ] is merely an estimate and does not represent a fixed fee. Neither the Billable Units of [ ] nor the Services Fees are intended to limit the bounds of what may be requested or required for performance of the Services.

The rates presented in the table below apply to scheduled Services that are performed during Standard Business Hours (meaning 8:00 a.m. to 5:00 p.m. local time, Monday through Friday, excluding holidays). When Seller invoices for scheduled Services that are not performed during Standard Business Hours, Services Fees will be calculated at 150% of the Unit Rates. For any unscheduled (i.e., emergency) Services performed at any time of the day, Services Fees will be calculated at 200% of the Unit Rates.

Any non-Hourly Units will be measured in one (1) unit increments when Services are performed remotely or at any Customer-Designated Location(s) (as defined below).

Any Hourly Units will be measured in one (1) hour increments with a minimum of one (1) hour billed each day Services are performed remotely and four (4) hours billed each day Services are performed at any Customer-Designated Location(s).

When Hourly Seller personnel must travel more than two (2) hours a day to work at any Customer-Designated Location(s), there will be a minimum of eight (8) hours billed for each day (less travel time that is invoiced pursuant to the “Expenses” section below).

Upon notice, Seller may adjust the rates below, provided that the rates will remain fixed for at least six (6) months after the SOW Effective Date and then again for at least six (6) months after any subsequent adjustment.

The rates below only apply to Services specified in this SOW as it may be amended by one or more Change Order(s).

Table – Services Fees
<table>
<thead>
<tr>
<th>Unit Type</th>
<th>Unit Rate</th>
<th>Billable Units</th>
<th>Subtotal</th>
</tr>
</thead>
<tbody>
<tr>
<td>Project Manager – Per Hour</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Software Engineer – Per Hour</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Estimated Totals</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**EXPENSES**

All services under this SOW will be performed remotely; therefore, neither travel time nor direct expenses will be billed for this project.

**TRAVEL NOTICE**

The parties agree that there will be no travel required for this project.

**CUSTOMER-DESIGNATED LOCATIONS**

Seller will provide Services benefiting the locations specified on the attached Exhibit ("Customer-Designated Locations").
SIGNATURES
In acknowledgement that the parties below have read and understood this Statement of Work and agree to be bound by it, each party has caused this Statement of Work to be signed and transferred by its respective authorized representative.

This SOW and any Change Order may be signed in separate counterparts, each of which shall be deemed an original and all of which together will be deemed to be one original. Electronic signatures on this SOW or on any Change Order (or copies of signatures sent via electronic means) are the equivalent of handwritten signatures.

MTA HEADQUARTERS

By: ____________________________  By: ____________________________

Name: Services Contracts Manager  Name: Reggie Matela

Title: Services Contract Manager  Title: Deputy Chief Procurement Officer

Date: 11, 2022  Date: Jul 28, 2022

Mailing Address: 333 W 34TH ST, ACCTS PAYABLE
                 NEW YORK, NY 10001-2417

EXHIBIT A

CUSTOMER-DESIGNATED LOCATIONS
 Seller will provide Services benefiting the following locations (“Customer-Designated Locations”).
<table>
<thead>
<tr>
<th>Location(s)</th>
<th>Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>MTA</td>
<td>2 Broadway, New York, NY 10004</td>
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