



# Q-FREE HARDWARE AND SOFTWARE SALES AGREEMENT

This Q-Free Hardware and Software Sales Agreement (the "Agreement") is made and effective as of the date of the last signature below.

**BETWEEN:** **Q-Free America Inc.** ("Q-Free"), a corporation organized and existing under the laws of the State of Virginia, with its head office located at:  
1420 Kristina Way #102  
Chesapeake, VA 23320

**AND:** **City of Redmond, Washington** (the "Customer"), a political subdivision organized and existing under the laws of the State of Washington, with its head office located at:  
15670 NE 85th Street  
Redmond, WA 98073.

hereinafter be referred to cumulatively as the "Parties" and singularly as the "Party".

## RECITALS

This Agreement sets forth the terms and conditions under which Q-Free will provide Customer with certain hardware and software.

WHEREAS, Q-Free has developed and owns certain traffic management Hardware and Software and related documentation more particularly described in Exhibit A attached ("Covered Software") pursuant to this Agreement;

WHEREAS Customer wishes to acquire to Q-Free's Covered Software and associated deployment services under the terms and conditions set forth in this Agreement;

WHEREAS Customer and Q-Free intend to enter into a separate Software Operation & Maintenance and Support Services Agreement as part of "Task 6" listed in Exhibit C attached; and

NOW, THEREFORE, in consideration of the mutual agreements and promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

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## 1. FEES

Customer agrees to pay the undisputed fees and other charges in accordance with the schedule set forth in Exhibit B of this Agreement. First year fees shall be paid within 30 days of the effective date of this Agreement, and annually within 30 days of the annual subscription renewal date.

## 2. DESCRIPTION OF SERVICES

Q-Free will perform deployment services stated in Exhibit C to this Agreement.

Q-Free assumes no responsibility for the correctness of, performance of, or any resulting incompatibilities with, current or future releases of the Covered Software if the Customer has made changes to the system hardware/software configuration or modifications to any supplied source code which changes affect the performance of the Covered Software and were made without prior notification and written approval by Q-Free. Q-Free assumes no responsibility for the operation or performance of any Customer-written or third-party application.

## 3. LICENSE GRANT

Q-FREE hereby grants to Customer - including employees, agents, and contractors or vendors engaged by Customer to work full-time in a capacity similar to that of an employee (collectively, "Users") - a non-exclusive, non-assignable, non-sublicensable license, for their internal use only within the incorporated limits of Customer, to access and use the Covered Software and any user's guides, specifications, and other related Documentation, subject to the terms and conditions of this Agreement. The licenses granted herein are conditioned upon payment in full for the Covered Software per the terms and conditions of this Agreement. The license granted and fully paid shall terminate upon the termination of this Agreement ("License Term").

## 4. CUSTOMER'S RIGHTS AND OBLIGATIONS

Customer agrees that it shall:

- be responsible for maintaining all detection according to the Detection Requirements in Exhibit D
- be responsible for all data input into the Covered Software and traffic management configurations
- comply with all applicable laws and regulations with respect to its activities under this Agreement

To the extent that certain components of the Covered Software may be downloaded to Customer's or a User's computer as part of the Covered Software, Q-Free grants Customer a non-exclusive, non-transferable, limited license, to use such components only in connection with the Covered Software .

Only Customer and Users are permitted to use the Covered Software. Customer and Users shall not disassemble, decompile, or otherwise attempt to discern the source code of such Software.

Customer agrees that, except as expressly set forth in this Section and in Section 8, it will not rent, lease, sublicense, re-sell, time-share or otherwise assign to any third party this Agreement or any of

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Q-Free initials



Customer's rights or licenses to access the Covered Software or the Q-Free System, nor shall Customer use, or authorize others to use, the Covered Software, or the Q-Free System to operate a service bureau. Notwithstanding the preceding sentence, Customer shall be permitted to provide access to the Q-Free System to its Users located worldwide provided that such use does not violate any legal authorities related to export controls, economic sanctions, and similar legal requirements.

## 5. REPRESENTATIONS

Q-Free hereby represents to Customer that:

- A. Q-Free is the owner of all right, title and interest, including copyright to the Covered Software, or has the authority to enter into this Agreement on behalf of the owner.
- B. Q-Free has not granted any rights or licenses to the Covered Software that would conflict with Q-Free's obligations under this Agreement.
- C. Q-Free will not enter into any agreement with any third party which would affect Customer's rights under this Agreement, or bind Customer to any third party, without Customer's prior written consent.

To the extent permitted by applicable statutory law, Q-Free makes no other representation, either expressed or implied, with respect to the Covered Software.

## 6. WARRANTY

- A. Limited Support Services and Services Performance Warranty. Q-Free warrants that it will perform the Support Services and/or Deployment Services in a professional, manner, consistent with generally accepted industry practice. In the event of a breach of the foregoing warranty, Q-Free's sole obligation, and Customer's exclusive remedy, shall be for Q-Free to re-perform the applicable Support Services and/or Deployment Services.
- B. Limited Product Performance Warranty. Q-Free warrants that during the applicable License Term, the Covered Software, in the form provided by Q-Free, will perform in all material respects in accordance with the Documentation. In the event of a breach of the foregoing warranty, Q-Free's sole obligation, and Customer's exclusive remedy shall be for Q-Free to (i) correct any failure(s) of the Products to perform in all material respects in accordance with the Documentation or (ii) if Q-Free is unable to provide such a correction within thirty (30) days of receipt of notice of the applicable non-conformity, Customer may elect to terminate the associated Subscription, and Q-Free will promptly refund to Customer any pre-paid, unused fees paid by Customer to Q-Free for such Subscription. The warranty set forth in this Section does not apply to any trial use of Covered Software or any Beta version of Covered Software, or if the Covered Software or any portion thereof: (a) has not been used, installed, operated, repaired, or maintained in accordance with this Agreement and/or the Documentation; or (b) is used on equipment, products, or systems not meeting specifications identified by Q-

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Free in the Documentation. Additionally, the warranties set forth herein only apply when notice of a warranty claim is provided to Q-Free during the term of this Agreement, and do not apply to any bug, defect or error caused by or attributable to software or hardware not supplied by Q-Free.

- C. **Warranty Disclaimer.** EXCEPT AS SET FORTH IN SECTIONS 6(A) and 6(B) ABOVE, THE COVERED SOFTWARE, DEPLOYMENT SERVICES AND SUPPORT SERVICES ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND AND Q-FREE MAKES NO ADDITIONAL WARRANTIES, WHETHER EXPRESSED, IMPLIED OR STATUTORY, REGARDING OR RELATING TO THE COVERED SOFTWARE, DEPLOYMENT SERVICES AND/OR SUPPORT SERVICES OR ANY MATERIALS FURNISHED OR PROVIDED TO CUSTOMER UNDER THIS AGREEMENT. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, Q-FREE SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT WITH RESPECT TO THE PRODUCTS, SERVICES AND SUPPORT SERVICES AND ANY MATERIALS FURNISHED OR PROVIDED TO CUSTOMER UNDER THIS AGREEMENT. CUSTOMER UNDERSTANDS AND AGREES THAT THE PRODUCTS, SERVICES AND SUPPORT SERVICES AND ANY MATERIALS FURNISHED OR PROVIDED TO CUSTOMER UNDER THIS AGREEMENT ARE NOT DESIGNED OR INTENDED FOR USE IN THE OPERATION OF NUCLEAR FACILITIES, AIRCRAFT, WEAPONS SYSTEMS, OR LIFE SUPPORT SYSTEMS.

## 7. TERM AND TERMINATION

This Agreement shall continue in effect from the date this Agreement is executed by both parties for a one-year period, and thereafter shall renew automatically for successive one-year periods unless either party gives the other party written notice of its intent not to renew the Agreement at least 60 days prior to a renewal.

Either party shall have the right to immediately terminate this Agreement if the other party fails to perform any obligation required under this Agreement or fails to pay undisputed fees when due. This Agreement will also automatically terminate if Customer fails to comply with any term or condition of any of the software licenses acquired for the Covered Software.

Upon termination of this Agreement, Customer shall cease all use of the Covered Software. Customer administered system environments shall continue to have access to the Customer generated datasets.

## 8. CUSTOMER REFERENCES

Customer agrees that, during the term of this Agreement, Q-Free may reference Customer in Q-Free's customer listings and may place Customer's name and logo on Q-Free's web site and in collateral marketing materials relating to Q-Free's products and services. Customer hereby grants Q-Free a right to use Customer's trademarks (name and logo only) designated by Customer for such limited uses, subject to Customer's trademark/logo usage guidelines, if any, provided by Customer to Q-Free. Q-Free agrees that it may not use Customer's name, logo, or any other trademarks (including in any press releases, customer "case studies," and the like) without Customer's prior consent.

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## 9. CONFIDENTIALITY

Each party agrees that it shall not disclose to any third party any information concerning the customers, trade secrets, methods, processes, or procedures or any other confidential, financial, or business information of the other party which it learns during its performance of this Agreement, without the prior written consent of such other party. This obligation shall survive the cancellation or other termination of this Agreement.

The Covered Software contains trade secrets and proprietary know-how that belong to Q-Free, and it is being made available to Customer in strict confidence.

ANY USE OR DISCLOSURE OF THE SOFTWARE, OR OF ITS ALGORITHMS, PROTOCOLS OR INTERFACES, OTHER THAN IN STRICT ACCORDANCE WITH THIS AGREEMENT, MAY BE ACTIONABLE AS A VIOLATION OF OUR TRADE SECRET RIGHTS.

Q-Free recognizes the Customer is a municipal entity subject to the Washington State Public Records Act, Chapter 42.56 RCW, and that Customer is obligated to disclose records upon request unless a specific exemption from disclosure exists. Nothing in this Agreement is intended to prevent the Customer's compliance with the Public Records Act, and Customer shall not be liable to Q-Free due to Customer's compliance with any law or court order requiring the release of public records.

## 10. PUBLICITY


Q-Free shall not refer to the existence of this Agreement in any press release, advertising or materials distributed to prospective customers, without the prior written consent of Customer.

## 11. ASSIGNMENT


Customer may not assign this Agreement or any of the rights granted by Q-Free hereunder, in whole or in part, without the prior written consent of Q-Free, and any attempt to do so shall be void. Q-Free shall not assign this Agreement without Customer's prior written consent, which shall not be unreasonably withheld. An assignee of either party, if authorized hereunder, shall have all the rights and obligations of the assigning party set forth in this Agreement. This Agreement is binding on and shall inure to the benefit of the parties and their respective successors and permitted assigns.

## 12. INDEMNITY

Q-Free agrees to indemnify Customer and its subsidiaries or affiliates under its control, and their directors, officers, employees and agents, against any and all losses, liabilities, judgments, awards and costs (including legal fees and expenses) arising out of or related to any claim that Customer's use or possession of the Covered Software or Documentation, or the license granted hereunder, infringes or violates the copyright, trade secret or other proprietary right of any third party. Q-Free shall defend and settle at its sole expense all suits or proceedings arising out of the foregoing, provided Customer gives Q-Free prompt notice of any such claim of which it learns. No settlement which prevents Customer from continuing to use the Software System as provided herein shall be made without Customer's prior written consent. In all events, Customer shall have the right to participate in the defense of any such suit or proceeding through counsel of its own choosing provided that such participation shall be entirely at Customer's expense.

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Q-Free shall have no liability for any claim based on (a) a modification of the Covered Software not authorized by Q-Free, or (b) use of the Covered Software other than in accordance with the Documentation, this Agreement and end user license agreement.

Clause 12 shall survive termination of this Agreement.

### 13. ATTORNEY FEES

If any legal action is necessary to enforce this Agreement, the prevailing party shall be entitled to reasonable attorney fees, costs, and expenses in addition to any other relief to which it may be entitled.

### 14. LIMITED LIABILITY

- A. This Agreement does not include repair services due to damage caused by rain, fire, flood, lightning, tornado, windstorm, hail, earthquake, explosion, smoke, aircraft, motor vehicle, collapse of building, strike, riot, power failure or fluctuation, or other case originating by reason of other than normal operation of the software, or the Customers negligence or misuse of the software.
- B. This Agreement does not cover support, repair or warranty of any hardware or 3rd party software installed as part of the Software.
- C. Q-Free shall not be held liable for any indirect, special, incidental, exemplary, punitive or consequential damages suffered by the Customer, any party claiming on behalf of or through the Customer, or any other third party resulting from or arising out of or related to this Agreement or the failure of the Covered Software, including without limitation, damages for loss of business or profits, business interruption, damage or loss or destruction of data or loss of use of the Covered Software, even if such party has been previously advised of the possibility of such damage.
- D. Q-Free's total aggregate liability, including, but not limited to, contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution, or indemnification liability, arising in connection with the performance or contemplated performance of this Agreement shall be limited to the total Fees paid for the Services during the 12 months immediately preceding the date on which the claim arose.


### 15. NOTICE

All notices required or permitted to be given by one party to the other under this Agreement shall be sufficient if sent by certified mail, return receipt requested, to the parties at the respective addresses set forth above or to such other address as the party to receive the notice has designated by notice to the other party, or by electronic mail to:

For Q-Free: [accounting.us@q-free.com](mailto:accounting.us@q-free.com)

For Customer: PWAdminStaff@redmond.gov

  
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## 16. GOVERNING LAW

This Agreement shall be governed by and construed under the laws of the State of Washington. Q-Free consents and agrees that all legal proceedings relating to the subject matter of this Agreement shall be maintained in courts sitting within the State of Washington, and Q-Free consents and agrees that jurisdiction and venue for such proceedings shall lie exclusively with such courts. Service of process in any such proceeding may be made by certified mail, return receipt requested, directed to the respective party at the address at which it is to receive notice as provided herein.

## 17. SEVERABILITY

If any provision of this Agreement is held invalid or otherwise unenforceable, the enforceability of the remaining provisions shall not be impaired thereby.

## 18. NO WAIVER

The failure by any party to exercise any right provided for herein shall not be deemed a waiver of any right hereunder.

## 19. COMPLETE AGREEMENT

This Agreement sets forth the entire understanding of the parties as to its subject matter and may not be modified except in a writing executed by both parties.

## 20. DEFINITIONS


“Documentation” means technical notes, instruction guides, user manuals and other written or digitally created materials associated with the use and operation of the Covered Software and available via the Q-Free ATMS Customer Support Site at <https://support.inteligh-its.com/>.

“Fees” means amounts paid or payable from Customer to Q-Free under this Agreement and are listed in Exhibit B.

“Intellectual Property” means all patents, trademarks, service marks, registered designs and includes all copyrights, design rights, know-how, confidential information, software solutions, technical methods (including both patentable and non-patentable), trade secrets and any other similar rights in the United States of America and in any other countries.

“Use” means (i) executing or loading the Software into computer RAM or other primary memory, and (ii) copying the Software for archival or emergency restart purposes.

  
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IN WITNESS WHEREOF, the parties have executed this Agreement on the dates set forth first above, with full knowledge of its content and significance and intending to be legally bound by the terms hereof.

CUSTOMER

DocuSigned by:  
*Michael Marchand*

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Authorized Signature

Michael Marchand

Printed Name and Title

8/30/2024

Date

Q-FREE

Signed by:  
*Whitney Nottage*

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Authorized Signature

Whitney Nottage

Printed Name and Title

8/30/2024

Date

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# EXHIBIT A

## SOFTWARE COVERED BY Q-FREE

The following is defined as Covered Software under this Agreement

Q-Free developed and owned software (“Covered Software”)

- MAXTIME intersection control
- MAXTIME adaptive

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# EXHIBIT B

## PRICING & PAYMENT SCHEDULE

The following are cost items included in Q-Free’s cost proposal for RFP-10807.24<sup>1</sup>:

Item	Item Description	Cost
1.2	Adaptive Signal Control Technology, including license to use Covered Software from the effective date of this Agreement and 2 years of operation and maintenance and support following substantial completion for 12-intersections.	\$150,600.96

**Optional Items:** Q-Free shall not be entitled to payment for the below items unless Customer has approved Q-Free’s performance of the below optional tasks in writing.

Item	Item Description	Cost
3.2	Technical support, including software licensing and system support and upgrades for 12-intersections, for each additional year starting Year 3 with 5% annual increase.	\$9,540.00
4.1	Implementation costs for 13 additional optional intersections. This includes software licensing, and Years 1 and 2 of O&M.	\$154,680.04
4.3	Per intersection cost for implementation and technical support for each optional additional 25-intersection increment beyond intersections identified in 3.2 and 4.1. This includes software licensing, and Years 1 and 2 of O&M. This does not include hardware costs for new traffic signal controllers.	\$12,500.00

At the request of the City of Redmond, the following optional items not included in Q-Free’s cost proposal are included in this contract:

Item	Item Description	Cost
A.1	Technical support, including software licensing and system support and upgrades for 13 optional intersections, for each additional year starting Year 3 with 5% annual increase.	\$10,335.00

<sup>1</sup> All prices are inclusive of taxes and fees. As used in this Exhibit B, “substantial completion”, at which point the operation and maintenance and support services period shall commence, shall mean the completion of all sub-tasks under Tasks 2, 3, 4.1 through 4.4 and 5 in Exhibit C under the condition that City has accepted any system variance and or proposed solutions under sub task 4.4 For the sake of clarity, “Final System Acceptance” described at sub-task 4.5 in Exhibit C *shall not* mean “substantial completion.”

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<b>B.1</b>	Implementation costs for 2 WSDOT-owned optional intersections. This includes software licensing, and Years 1 and 2 of O&M.	\$20,000
<b>B.2</b>	Technical support, including software licensing and system support and upgrades for 2 WSDOT-owned optional intersections, for each additional year starting Year 3 with 5% annual increase.	\$1,590

Invoices will be issued upon completion of each of the payment milestones. Target completion dates are provided for planning purposes only, and dependent on refined scheduled after project has started. The following is defined as the pricing and payment Exhibit under this Agreement:

<b>Milestone</b>	<b>Payment Term</b>	<b>Target Completion</b>	<b>Pay Item</b>	<b>% Fee</b>	<b>Cost</b>
Project Charter + Kick-off Meeting	One-time	September 2024	1.2	5%	\$7,530.05
Receipt of Q-Free XN Controllers in good condition	One-time	October 2024	1.2	65%	\$97,890.62
Adaptive Deployment Complete	One-time	May 2025	1.2	20%	\$30,120.19
Acceptance Testing Complete	One-time	July 2025	1.2	10%	\$15,060.10

The following are defined as the pricing and payment Optional Items under this Agreement:

<b>Milestone</b>	<b>Payment Term</b>	<b>Target Completion</b>	<b>Pay Item</b>	<b>% Fee for Optional Items</b>	<b>Cost</b>
Software O&M, starting Year 3 (12 intersection)	Annual, 5% annual increase	July 2027	3.2	100%	\$9,540.00
Receipt of Q-Free XN Controllers in good condition (additional 13-optional intersections)	One-time	October 2024	4.1	70%	\$108,276.03



Milestone	Payment Term	Target Completion	Pay Item	% Fee for Optional Items	Cost
Adaptive Deployment Complete (optional 2 WSDOT intersections)	One-time	May 2025	B.1	66.6%	\$13,333.33
Acceptance Testing Complete (optional 2 WSDOT intersections)	One-time	July 2025	B.1	33.3%	\$6,666.67
Adaptive Deployment Complete (additional optional 13-intersections)	One-time	May 2025	4.1	25%	\$38,670.01
Acceptance Testing Complete (additional optional 13-intersections); Years 1 and 2 of O&M begin	One-time	July 2025 Year 1 O&M – July 2025 to July 2026 Year 2 O&M – July 2026 to July 2027	4.1	5%	\$7,734.00
Software O&M, starting Year 3 (additional optional 13-intersections)	Annual, 5% annual increase	July 2027 to July 2028	A.1	100%	\$10,335.00
Software O&M, starting Year 3 (optional 2 WSDOT intersections)	Annual, 5% annual increase	July 2027 to July 2028	B.2	100%	\$1,590

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# EXHIBIT C

## SCOPE OF WORK AND SCHEDULE

The following is the scope of Deployment Services covered under this Agreement:

### Task 0: Project Management

*The purpose of this task is to perform project management related activities to keep the project on-schedule and on-budget. Key activities under this task include:*

- 0.1 Conduct a 1.5-hour virtual project kick-off and detection workshop meeting with City of Redmond (City) staff over Microsoft Teams.
- 0.2 Document discussion and outcomes from the project kick-off as meeting notes.
- 0.3 Develop a project charter that includes the project scope, schedule, roles, responsibilities, and project risks. This will serve as a living document throughout the life of the project and used in regular project check-ins.
- 0.4 Conduct biweekly project management meetings.

### Task 1: Detector Evaluation and Requirements for Detection Capability

*The purpose of this task is to review existing intersection detection and identify the detection required for implementation of the MAXTIME adaptive system. Key activities under this task include:*

- 1.1 Coordinate with the City to obtain existing detection information on the project corridor, confirm gaps in available detection, and identify what the City needs to procure for the MAXTIME adaptive system.
- 1.2 Document the required detection needs in a draft Detection Needs Memorandum.
- 1.3 City to review the Detection Needs Memorandum within 3-weeks of receiving the draft document. Based on feedback from the City, update the Detection Needs Memorandum.

### Task 2: ASCT System Hardware Review

*The purpose of this task is to provide documentation required for the City to procure the required traffic signal controller, detection, and network/communication hardware. Key activities under this task include:*

- 2.1 Coordinate with the City to identify required documents needed to procure the required hardware and software for deploying MAXTIME adaptive. Provide documented technical requirements to the City to procure required technologies.

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### Task 3: System Installation, Integration, and Deployment

*The purpose of this task is to provide the required traffic signal controller hardware and software, technical support for installation of the traffic signal controller hardware, and deployment activities to go live with MAXTIME adaptive. Key activities under this task include:*

- 3.1 Provide and ship twelve (12) Q-Free XN controllers with MAXTIME ic and MAXTIME adaptive software pre-installed to the City. City to provide shipping address for controllers.
- 3.2 If approved by the City, ship up to thirteen (13) additional Q-Free XN controllers with MAXTIME ic and MAXTIME adaptive software pre-installed to the City. City to provide shipping address for controllers.
- 3.3 Conduct a Signal Operations Workshop with City staff to discuss existing operational challenges and key operational strategies for MAXTIME adaptive on the project corridor. Key operational challenges to discuss include desired cycle lengths during normal operations, strategies to address queuing at the WSDOT ramp intersections, special event timings, and other local signal timing challenges. This meeting will be conducted remotely over Microsoft Teams.
- 3.4 City to replace existing traffic signal controllers in the project study intersections with the Q-Free XN controllers.
- 3.5 Provide up to 1-day of on-site technical support to assist with the installation of the Q-Free XN controllers at the traffic signal cabinet. On-site technical support for bench testing is covered separately under Task 5.1 of this scope.
- 3.6 City to prepare geometry worksheets containing traffic signal phasing and detection mapping information for all project intersections. Q-Free will provide the geometry worksheets.
- 3.7 Based on the completed geometry worksheets provided by the City, Q-Free to generate geometry files to deploy in the MAXTIME adaptive software.
- 3.8 A week prior to Go Live, set intersections to “Diagnostic Mode” in MAXTIME adaptive and troubleshoot any potential deployment issues.
- 3.9 Perform on-site deployment (Go Live) and fine-tuning of MAXTIME adaptive for the study intersections for up to 5-days. On-site deployment should occur after a 30-day burn-in period after the Q-Free XN controllers are installed.
- 3.10 Upon completion of the on-site deployment of MAXTIME adaptive, remotely monitor the performance of MAXTIME adaptive and fine-tune for up to 5-days.

### Task 4: System Testing and Acceptance

*The purpose of this task is to test and verify that the deployed MAXTIME adaptive system meets the City’s documented system requirements. Key activities under this task include:*

- 4.1 Assemble a draft System Verification Plan containing the system requirements and test procedures to verify the successful deployment of the system.

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- 4.2 City to review the Draft System Verification Plan within 3-weeks of receiving the draft document. Based on feedback from the City, update the System Verification Plan.
- 4.3 Upon completion of the MAXTIME adaptive deployment, perform up to two 3-hour acceptance testing session with the City using the test procedures in the System Verification Plan.
- 4.4 Document findings in a draft System Acceptance Report. Document and record as a system variance, any portion of the test that lacks performance or fails to meet the stated system requirements. The City will decide if a system variance is acceptable or if a proposed solution is required. If a proposed solution is required, Q-Free will propose, resolve and test any solutions to system variations.
- 4.5 Final System Acceptance will be granted once the complete testing procedures have been fulfilled and all punch-list items have been satisfactorily addressed. City to review the System Acceptance Report within 3 weeks of receiving the draft document. Based on feedback from the City, update the System Acceptance Report. If City has neither affirmatively granted final acceptance nor provided written notice of deficiencies within three weeks of receiving the draft document, Final System Acceptance will be deemed granted.

#### **Task 5: Training**

*The purpose of this task is to provide training for City staff to operate and maintain Q-Free related technologies procured under this contract. Key activities under this task include:*

- 5.1 Upon shipment of the XN controllers, provide on-site support for loaded cabinet testing and field training for a duration up to one-day. The purpose of this training is to provide technicians familiarity with operating the XN controller and cover basic signal timing programming in MAXTIME ic. The training will focus on topics most relevant to technicians. On-site technical assistance for installation of Q-Free XN controllers is covered separately under Task 3.5 of this scope.
- 5.2 After deployment of MAXTIME adaptive, conduct a comprehensive training on MAXTIME ic and MAXTIME adaptive for a duration up to 12-hours. The purpose of the training is to provide engineers and technicians an understanding of the fully capabilities of MAXTIME ic and MAXTIME adaptive. This training may be conducted on-site during the week of deployment, or remotely. The training will be recorded on Microsoft Teams and made available to the City.

#### **Task 6: Technical Support and Warranty**

*The purpose of this task is to transition City staff onto an Operations & Maintenance agreement and discuss long-term processes for requesting technical support from Q-Free. Key activities under this task include:*

- 6.1 Upon completion of the project, conduct a Maintenance Meeting with the City staff over Microsoft Teams. The meeting will discuss maintenance activities and procedures to obtain technical support during the Maintenance and Operations period.
- 6.2 Based on a list of users provided by the City PM, create accounts in the Q-Free Support Portal for 24/7 access to product manuals, technical reference notes, how-to videos, and ticketing system.



The following summarizes the preliminary project schedule:

Month	Task 0: Project Management	Task 1: Detector Evaluation	Task 2: ASCT System Hardware Review	Task 3: System Installation	Task 4: System Testing and Acceptance	Task 5: Training	Task 6: Technical Support and Warranty
Jul-24							
Aug-24							
Sep-24	Project Charter	Kick-off + Detection Needs Workshop	Hardware Specs				
Oct-24				Ship Q-Free Controllers		Cabinet testing support and field training	
Nov-24		Detector Needs Memo		Signal Operations Workshop			
Dec-24							
Jan-25							
Feb-25		City to complete Geometry Worksheets					
Mar-25		City to install detection system.		City to install XN controllers.			
Apr-25					Draft System Verification Plan		
May-25				Q-Free to deploy MAXTIME adaptive.		Comprehensive training	
Jun-25					Final System Verification Plan		
Jul-25					System Acceptance		Executed O&M Agreement



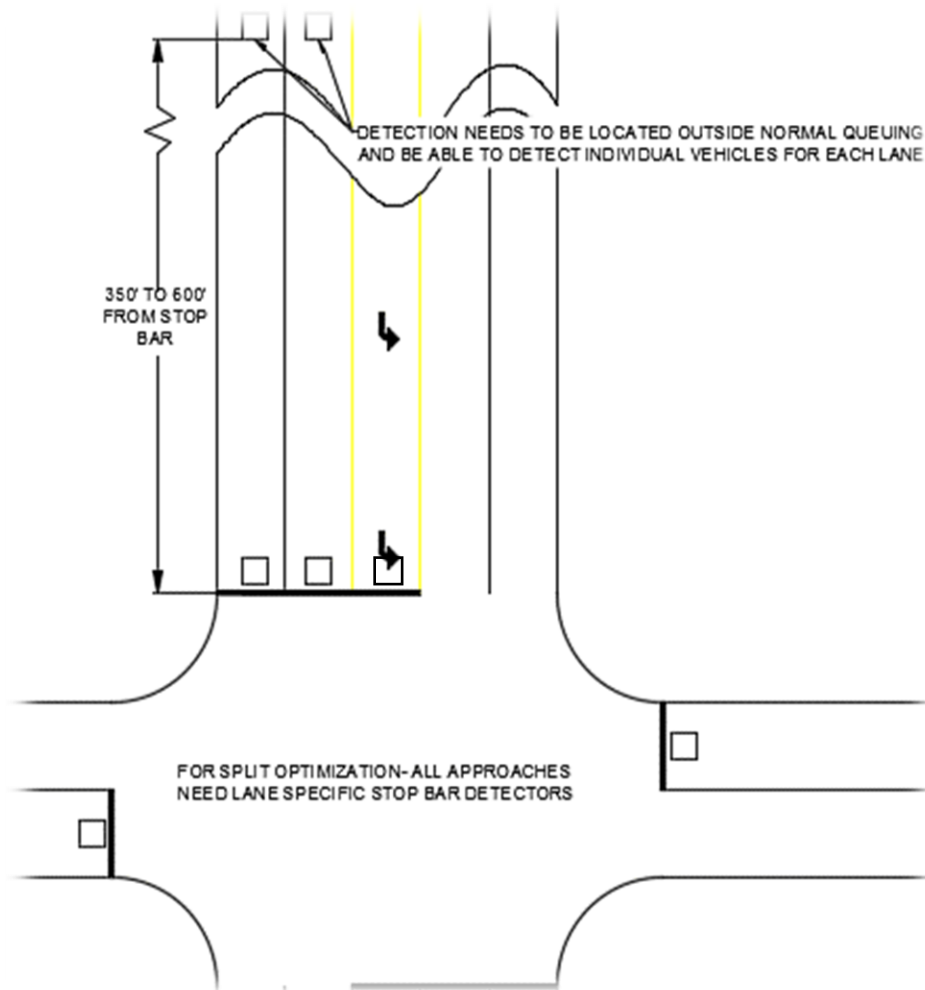


# EXHIBIT D

## REQUIRED DETECTION

The Customer must equip and maintain the following detection:

- Mainline Advance detection
  - For all phases/lanes considered to be coordinated/mainlines
  - Outside (beyond) normal queuing during non-saturated conditions. Often 350-600', but site conditions may vary.
  - Discreet detector channels per lane
- Stop-bar detection
  - For all lanes
  - Discreet Channels per lane
  - Configured/installed for occupancy (6'x6' or 10' zones preferred) or less than 20' long



Customer initials

Q-Free initials