



TOKEN TRANSIT™ AGENCY MASTER PLATFORM TERMS
Version: September 29, 2020

This “**Agreement**” consists of these Token Transit Agency Master Platform Terms (the “**Master Terms**”) together with the applicable Agency Terms (defined below), and is entered into by and between Token Transit, Inc. (“**TT**”) and the entity (e.g., company or government agency) placing an order for or accessing the Services (“**Agency**”) (each of TT and Agency may be referred to as a “**Party**”). For clarity, this Agreement includes the terms and conditions set forth below including any exhibits or addenda identified herein and any ordering documents, online registration, order descriptions or order confirmations referencing this Agreement and agreed to by the Parties (“**Agency Terms**”). You represent that you are authorized to accept this Agreement on behalf of the Agency.

The “**Effective Date**” of this Agreement is the date which is the earlier of (a) Agency’s initial access to the Services (as defined below) through any online provisioning, registration or order process or (b) the Agency Terms Effective Date of the first Agency Terms referencing this Agreement. This Agreement will govern Agency’s initial purchase on the Effective Date as well as any future purchases made by Agency that reference this Agreement.

BY INDICATING YOUR ACCEPTANCE OF THIS AGREEMENT OR ACCESSING OR USING THE SERVICES, YOU ARE AGREEING TO BE BOUND BY ALL TERMS, CONDITIONS AND NOTICES CONTAINED OR REFERENCED IN THIS AGREEMENT. IF YOU DO NOT AGREE TO THIS AGREEMENT, PLEASE DO NOT USE THE SERVICES. FOR CLARITY, EACH PARTY EXPRESSLY AGREES THAT THIS AGREEMENT IS LEGALLY BINDING UPON IT.

SECTION 1. TT SERVICES

Overview. TT’s platform offers transportation entities (e.g., municipal agencies and private transportation companies) an evolving suite of cloud-based Services to manage ticketing and other transportation-related needs of transit users who have direct relationship with TT, as further described below and in the Documentation.

1.1 **Core Services.** TT’s “**Core Services**” (i) connect transit fares, third party participants (e.g., employers, universities, social service agencies) and modes of transit offered by Agency (e.g., bus, bikeshare, micro-transit, para-transit) and (ii) enable transit users to purchase and use transit passes through the Services (including the TT App). Core Services include the TT App, Third-Party Integrations (each defined below) unless expressly indicated otherwise in the Agency Terms, and Fare Capping at Agency’s election (e.g., via e-mail). Agency acknowledges that the Services are on-line, subscription-based products, and that in order to

provide improved customer experience TT may make changes to the Services (and update the applicable Documentation accordingly); provided, however, that such changes shall not materially reduce the features or functionality of the Core Services as of the Effective Date.

1.2 **Additional Services.** If included in Agency Terms, Agency may also receive access to additional TT services, as TT may make available from time to time, that may be used with the Core Services (such as Optional Technical Services, and Hardware Services (defined below)) (collectively, “**Additional Services**”). The features of any Additional Services will be further described in an applicable Agency Terms and may be subject to additional terms and conditions. For clarity, any Additional Services are considered part of the “**Services**” for purposes of this Agreement. If Agency selects Hardware Services in Agency Terms, the additional terms and conditions set forth in the Hardware Services Addendum at **Exhibit A** are hereby incorporated herein.



1.3 **Definitions.**

“Agency Data” means all data provided by the Agency to TT, including any Personal Information provided directly by the Agency with respect to Riders or other individuals (e.g., to designate to TT which Riders are eligible to participate in a specific Agency program for discounted Digital Passes, if applicable). For the avoidance of doubt Agency Data does not include data collected by TT.

“Agency Materials” means materials, systems and other resources that Agency provides to TT in connection with Optional Technical Services.

“Agency Policy Information” means information regarding Agency’s Digital Passes such as pricing, refund and Digital Pass expiration information, collection, use and disclosure of Personal Information, legal authority, any applicable terms, limitation, restrictions or conditions and contact information.

“Data Protection Laws” means all applicable laws and regulations relating to the processing of Personal Information and privacy in the United States and Canada, including without limitation, as applicable, the California Consumer Privacy Act (“CCPA”) and with respect to Canada, the Personal Information Protection and Electronic Documents Act, and the substantially similar state and provincial privacy laws.

“Digital Passes” means pre-paid digital transit fares purchased from TT or otherwise provided through the Services.

“Documentation” means the end user technical documentation provided with the Services that TT may generally make available, as may be modified from time to time.

“Hardware Services” means hardware validation, beacon analytics, and other hardware-related services that TT offers, as may be further defined in the Hardware Services Addendum.

“Laws” means all applicable local, state, municipal,

provincial, federal, and other laws within the Territory, including the Data Protection Laws.

“Personal Information” means any data that (i) identifies, describes, is associated with, or is reasonably capable of being associated with a particular individual or (ii) is otherwise defined as personal data or personal information (or similar term) under the Data Protection Laws.

“Riders” means riders (or other users) of Agency’s transit system who purchase Digital Passes. For clarity, all Riders will have a direct relationship with TT as users of the Services (e.g., as an end user of the TT APP or Third Party Integration).

“Service(s)” means the TT proprietary hosted services, including the Core Services and any Additional Services specified in the Agency Terms, including any related TT dashboards or web portal (the **“TT Web Portal”**). “Services” do not include Optional Technical Services.

“Optional Technical Services” means premium support, implementation or other technical services to be provided by TT, if any, pursuant to the Agency Terms.

“Territory” means the United States or Canada, as expressly stated in an applicable Agency Terms.

“Third-Party Integration(s)” means one or more third-party mobile apps, websites, or other online services (e.g., trip planning and multimodal apps and services) that, pursuant to agreement with TT, enable Riders to purchase Digital Passes from within the third-party’s mobile apps, websites, or other online services.

“Fare Capping” means combining prior activated digital passes into a new Digital Pass valid for the remainder of the applicable time period in accordance with fare capping rules defined by the Agency.

“TT App” means the TT mobile application which enables Riders to access, purchase and use Digital Passes. For clarity: (i) the same TT App is used by TT



across multiple customers and (ii) all of TT's end users, including Riders, have a direct relationship with TT (including through Third Party Integrations) and may use the TT App across all participating transit agencies and entities.

"TT Rider Data" means and refers to any data provided or inputted by or on behalf of the Riders via the Services (e.g., through the TT App or through the integration of the Services into the Third-Party Integrations) for the sale or purchase of Digital Passes using the Services, which may include email address, full name, cardholder information, credit cards or debit card information and bank information of the Riders, and any other data as described in TT's privacy policy for the Services (currently available at <https://tokentransit.com/legal/privacy>). For clarity, TT Rider Data does not include Agency Data.

Additional capitalized terms have the meaning ascribed to them herein.

1.4 **Provision of the Services; Compliance with Laws.**

(a) The Services are provided on a subscription basis for a set term pursuant to Section 10 (Term and Termination). Agency shall purchase and TT shall provide the Services and any related Optional Technical Services (as further described in Section 1.7 below) as specified in the applicable Agency Terms.

(b) Each Party shall comply with its obligations under the Laws in connection with this Agreement.

1.5 **Access to the Services.**

Subject to the terms of this Agreement, including payment of the Fee, TT grants to Agency, during the Term, a limited, non-transferable, nonexclusive right to access and use the Services, as TT may modify it from time to time, in connection with Agency's Riders, solely for Agency's internal purposes within the Territory. Access to the Services, including the TT Web Portal, is limited to Agency's employees and contractors acting for the sole benefit of Agency

("Permitted Users"). Agency and its Permitted Users may need to register for a TT account in order to access or use the Services. Account registration information must be accurate, current and complete, and will be governed by TT's Privacy Policy. Agency is responsible for any use of the Services by its Permitted Users and their compliance with this Agreement. Agency shall keep confidential its user IDs and passwords for the Services and remain responsible for any actions taken through its accounts.

1.6 **Restrictions.** Agency shall not (and shall not permit any third party to): (a) rent, lease, provide access to (other than with respect to Riders as contemplated herein) or sublicense the Services to a third party; (b) use the Services to provide, or incorporate the Services into, any product or service provided to a third party (other than with respect to Riders as contemplated herein); (c) use the Services to develop a similar or competing product or service; (d) reverse engineer, decompile, disassemble, or otherwise seek to obtain the source code or non-public APIs to the Services, except to the extent expressly permitted by Law (and then only upon advance notice to TT); (e) copy, modify or create any derivative work of the Services or any Documentation; (f) remove or obscure any proprietary or other notices contained in the Services (including any reports or data printed from the Services); (g) publicly disseminate any TT Confidential Information (except to the extent required by Laws and pursuant to Section 5 (Confidentiality)); or (h) use the Services except as expressly permitted herein.

1.7 **Optional Technical Services.** Any purchased Optional Technical Services will be as described in the relevant Agency Terms, subject to the fees and any additional terms in the Agency Terms. Agency will reimburse TT for reasonable, pre-approved travel and lodging expenses incurred in providing Optional Technical Services. For prepaid Optional Technical Services, unless specified in the Agency Terms, Agency is paying for the availability and efforts of TT personnel over the time period specified in the Agency Terms (e.g., up to eight hours in a week); any unused time expires at the end of



such period (or at maximum, six (6) months after purchase) and may not be banked, accumulated or saved for future periods or purchases. To facilitate Optional Technical Services, Agency will provide TT with access to reasonably requested Agency Materials and cooperation and will designate an internal project manager to serve as TT's single point of contact. If Agency fails to do so, TT's obligation to provide Optional Technical Services will be excused until Agency does. TT will use Agency Materials only for purposes of providing Optional Technical Services. If TT provides deliverables as part of Optional Technical Services, Agency may use the deliverables only as part of its authorized use of the Services, subject to the same terms as for the Services, including pursuant to Section 1 (TT Services).

1.8 **Trials and Betas.** If Agency receives access to the Services or Service features on a free or trial basis or as an alpha, beta or early access offering ("**Trials and Betas**"), use is permitted only for Agency's internal evaluation during the period designated by TT (or if not designated, 30 days). Trials and Betas are optional and either party may terminate Trials and Betas at any time for any reason. Trials and Betas may be inoperable, incomplete or include features that TT may never release, and their features and performance information are TT's Confidential Information. Notwithstanding anything else in this Agreement, TT provides no warranty, indemnity, support for Trials and Betas and its liability for Trials and Betas will not exceed Fifty United States Dollars (US \$50). TT is relying on the foregoing disclaimers and limitation of liability in offering Trials and Betas to Agency.

1.9 **Retained Rights.** Except for the rights expressly licensed pursuant to this Agreement, TT retains all right, title, and interest in and to the Services (and all other products, works, and other intellectual property created, used, or provided by TT for the purposes of this Agreement excluding only Agency Confidential Information, Agency Policy Information, and Agency Materials).

SECTION 2. AGENCY POLICY INFORMATION AND CUSTOMER SUPPORT

2.1 **Agency Policy Information.** Agency shall provide TT with Agency Policy Information, which may include through the TT Web Portal. TT currently makes available the TT Web Portal as part of the Services which is subject to the terms herein (and TT's then current website terms of service applicable to the TT Web Portal, if any) in order for Agency to upload Agency Policy Information and/or access certain data from TT such as payment reports. Agency represents and warrants that it has all rights and authorizations necessary to grant the rights stated in this Agreement, to provide TT with Agency Policy Information, and that the Agency Policy Information is accurate and complies with Laws. Agency shall ensure that Agency Policy Information is presented to the Rider in compliance with Laws (e.g., via the TT App).

2.2 **Support Obligations.**

(a) As part of the Services, TT will (i) make available through the TT App and Third Party Integration(s), the ability of Riders to purchase Digital Passes and, based on the then current functionality of the Services to view Agency Policy Information as may be provided by Agency and (ii) provide commercially reasonable customer service to Riders with respect to the functionality of the Services and to Agency in a manner consistent with the support that it provides all users of the Services and its other transit customers, as TT determines in its reasonable discretion.

(b) Agency hereby authorizes the sale of Digital Passes to Riders via the Services (including, for the avoidance of doubt via the TT App and Third-Party Integrations). Agency shall honor the Digital Passes and comply with the Agency Policy Information and Law. Agency shall be responsible throughout the Term (and thereafter as stated in Section 10.3) for (i) ensuring that the correct fare structure is provided through the Services, including fees paid by Riders and Digital Pass expiration terms; (ii) validating that each Rider has purchased the correct Digital Pass for the ride, as reflected in the TT App or Third Party Integration (where applicable), at the time of the ride; (iii) ensuring that only Permitted Users access the TT Web Portal component of the Services on



behalf of Agency and that all such data obtained by Agency from TT is used solely as permitted in this Agreement for Agency's internal purposes and in compliance with Laws; and (iv) providing all customer support for Riders relating to Agency's transit service, which may include the ability to issue refunds to Riders through the TT Web Portal.

(c) Agency shall determine the fees charged for Digital Passes; provided, however, to the maximum extent permitted by Laws, the fees charged by Agency via the Services must be no greater than the fees charged for tickets purchased via other means (cash, paper passes etc.).

SECTION 3. FEES AND PAYMENT

3.1 Fees.

(a) Core Services. Unless otherwise stated in the Agency Terms, the Agency will pay a fee ("**Digital Pass Fee**") in the form of commissions retained by TT for Digital Passes purchased by Riders through the Services during each calendar month as specified in the Agency Terms. Through TT's payment processor, the net total proceeds (less the Digital Pass Fee), will be remitted to Agency's designated account held in trust with the payment processor on a monthly basis, subject to TT's withholding of any refunds, credits, chargebacks, uncaptured transactions for the purpose of aggregating purchases into larger transactions, or other amounts owed to TT, within five (5) business days following the end of each calendar month. TT may delay payment if a negative balance occurs until Agency has a positive balance in its account. To use the Services and receive payment, Agency agrees to enter into and comply with any payment processor terms that may be required by the payment processor. TT's payment processor is responsible for settling funds to Agency. TT does not at any point hold, own or control funds, actually or constructively receive, take possession of or hold any money or monetary value for transmission, or advertise, solicit or hold itself out as receiving money for transmission.

(b) Additional Fees. If applicable, Agency shall pay additional fees for Optional Technical Services

and Additional Services pursuant to one or more Agency Terms and/or additional terms that are incorporated herein ("**Additional Fees**"; Additional Fees and Digital Pass Fees may be referred to as "**Fees**"). Unless otherwise set forth in the Agency Terms, Agency shall make full payment within thirty (30) days of the invoice date for invoices provided. All payments shall be made in U.S. Dollars or Canadian Dollars, as applicable. In addition to any other remedies available to TT hereunder, if Agency fails to pay any amounts within thirty (30) days after payment is due or delivery of the invoice if applicable, then Agency shall pay TT a late payment charge equal to 1.25% per month with respect to Agencies in the United States and 15% annually with respect to Agencies in Canada (or the highest rate permitted by Law, if lower). TT additionally reserves the right to deduct any Fees from amounts otherwise due to Agency pursuant to the Agreement, in the event Agency does not pay within thirty (30) days of the invoice date.

3.2 Reports. TT shall provide Agency with reports showing the Digital Pass Fee calculation and/or access to an online reporting system as part of the Services ("**Reports**"). If Agency believes that TT has calculated the Digital Pass Fee or any Additional Fees incorrectly, Agency shall notify TT by no later than thirty (30) days after the date on the first Report or invoice in which the error or problem appeared. TT will investigate such alleged error or problem, and will provide Agency an adjustment or credit if such error or problem is confirmed by TT.

3.3 Taxes. Each Party will be responsible for any applicable taxes and TT may withhold from any payments to Agency any taxes that are required to be withheld under Laws.

3.4 Fare Capping. The following terms apply to Fare Capping:

(a) If, in the current Fare Capping period, a Rider participating in the Fare Capping program reaches the threshold number of certain Digital Pass activations ("**Prior Digital Passes**") pursuant to the Fare Capping program terms, (i) TT will issue Rider a new Digital Pass valid for the remainder of the Fare



Capping period (the “**Successor Digital Pass**”) in accordance with the Fare Capping program terms; (ii) Agency will honor the Successor Digital Pass in accordance with the applicable Successor Digital Pass terms; and (iii) Agency may void the Prior Digital Passes as necessary.

(b) If TT issues a Successor Digital Pass to Rider, (i) TT will issue a refund (if any) to Rider equal to the difference between the cost of the Successor Digital Pass and the total cost of the Prior Digital Passes; and (ii) Agency will reimburse TT for such refund amount (if any), which TT may obtain by invoice (payable by the invoice terms) or by withholding such refund amount from any amounts owed to Agency.

SECTION 4. TT RIDER DATA

4.1 TT Rider Data. Agency agrees and acknowledges that TT has a direct relationship with all users of its Services, including Agency’s Riders (which may be through the TT App or the Third-Party Integrations) through which it collects TT Rider Data (along with similar data from riders of other transit customers of TT), and accordingly, TT Rider Data is owned and controlled by TT, subject to the limited rights granted herein to Agency.

4.2 TT’s Data Obligations.

(a) With respect to TT Rider Data, TT shall: (i) use the TT Rider Data in compliance with its privacy policy (as TT may update it from time to time) and Laws; (ii) comply with applicable Card Networks’ Operating Rules (i.e., applicable PCI standards, if any), as the same may be amended from time to time; provided, however, that Agency agrees and acknowledges that TT uses the services of third party payment processors; and (iii) maintain appropriate industry-standard administrative, physical, and technical safeguards to protect the security and integrity of the Services and TT Rider Data.

(b) With respect to Agency Data provided to TT that is Personal Information, TT shall: (i) use such Agency Data to provide the Services to Agency, in compliance with the TT privacy policy and Laws; (ii)

maintain appropriate industry-standard administrative, physical, and technical safeguards to protect the security and integrity of the Agency Data that is Personal Information; and (iii) shall not sell such Agency Data. The Agreement shall not restrict use of, and TT is expressly permitted to use for its own purposes, anonymous, aggregate, de-identified, or non-personal data (as determined under Laws) that is processed in the course of providing the Services

4.3 Agency’s Data Obligations.

(a) With respect to TT Rider Data provided to Agency, Agency shall: (i) use (1) TT Rider Data at all times in compliance with the terms of this Agreement and (2) TT Rider Data that is Personal Information for the sole purpose of providing customer support to Riders with respect to their use of the Services during the Term; (ii) use TT Rider Data in compliance with the then current TT privacy policy, Card Networks’ operating rules (as the same may be amended from time to time), any written instructions from TT, and Laws; (iii) maintain appropriate industry-standard administrative, physical, and technical safeguards to protect the security and integrity of TT Rider Data and immediately notify TT in the event of any unauthorized access to, loss of, or use of TT Rider Data, and assist TT in the response to or remediation of such incident as requested by TT; (iv) return or securely destroy such TT Rider Data at the request of TT, or the termination of this Agreement, whichever occurs first; (v) treat such TT Rider Data as the Confidential Information of TT; and (vi) not sell TT Rider Data.

(b) With respect to any Agency Data provided to TT, (i) Agency authorizes and instructs TT to use such Agency Data to provide the Services and as otherwise may be required by Laws, (ii) Agency represents and warrants that it has obtained all necessary consents or has provided any required notices needed under the Laws to provide Agency Data to TT for use as contemplated herein, and that such use by TT complies with all Laws.

4.4 No Sale of Personal Information:



Cooperation.

(a) Without limiting the generality of Section 4.2 and Section 4.3: Neither Agency nor TT provides Personal Information to the other Party in exchange for monetary or other valuable consideration. Any provision by TT to Agency of TT Rider Data that is Personal Information and any provision by Agency to TT of Agency Data that is Personal Information is not intended to constitute a “sale” under the CCPA or other Data Protection Law.

(b) The Parties acknowledge that new Data Protection Laws are being enacted and therefore the Parties agree to cooperate and take additional necessary steps as needed to ensure ongoing compliance with Data Protection Laws.

SECTION 5. CONFIDENTIALITY

5.1 Confidential Information. As used herein, “**Confidential Information**” means all confidential and proprietary information of a Party (“**Disclosing Party**”) disclosed to the other Party (“**Receiving Party**”), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure, including all code, inventions, know-how, business, technical, and financial information. The TT Rider Data and any nonpublic element of the Services are deemed the Confidential Information of TT without any further marking or designation requirement. Any Agency Data that is not publicly available (or otherwise subject to the exceptions below) is deemed the Agency’s Confidential Information without any further marking or designation requirement. Any evaluations and suggestions provided by Agency regarding the Services shall not be deemed Agency’s Confidential Information and may be used by TT without restriction. Confidential Information shall not include, or shall cease to include, as applicable, information or materials that (a) were available to the public on the Effective Date; (b) become available to the public after the Effective Date, other than as a result of violation of this Agreement by Receiving Party; (c) were rightfully known by the Receiving Party prior to its receipt

thereof from the Disclosing Party; (d) are or were disclosed by the Disclosing Party generally without restriction on disclosure; (e) the Receiving Party received from a third party without that third party’s breach of agreement or obligation to the Disclosing Party; or (f) are independently developed by the Receiving Party.

5.2 Non-Disclosure. The Receiving Party shall not disclose or use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement, except with the Disclosing Party’s prior written permission. For the avoidance of doubt, Confidential Information may be shared with the Receiving Party’s employees, contractors, agents, sub-contractors, or consultants as required to perform Receiving Party’s obligations hereunder; provided that, such individuals have agreed to be bound by obligations of confidentiality that are at least as restrictive as those contained in this Section 5. Each Party agrees to protect the confidentiality of the Confidential Information of the other Party in the same manner that it protects the confidentiality of its own proprietary and confidential information of like kind, but in no event shall either Party exercise less than reasonable care in protecting such Confidential Information. If the Receiving Party is compelled by Law, including public records laws, to disclose Confidential Information of the Disclosing Party, it shall provide the Disclosing Party with prior timely notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance. Absent the entry of a protective order, the Disclosing Party shall disclose only such information as is necessary to be disclosed in response to such subpoena, court order or other similar document compelling disclosure.

SECTION 6. AGENCY IDENTIFICATION AND USE OF TRADEMARKS

For the term of this Agreement, TT may disclose to third parties that Agency is one of its customers. Agency grants TT a non-exclusive license to use Agency’s name(s), mark(s), and logo(s) (collectively, “**Agency Marks**”) in its publicity and marketing materials, its website, social media and in connection with the Services; TT may sublicense the



foregoing rights in the Agency Marks to its Third Party Integration providers in connection with their use and promotion of the Service(s). Similarly, during the Term, Agency is authorized to use TT's name, mark(s) and logo(s) in Agency's municipal publications, website, social media, publicity and marketing materials, solely for publicizing the availability of the Services to its Riders. Agency agrees to participate in reasonable marketing activities that promote the benefits of the Services to other potential customers. Each Party agrees to comply with all reasonable usage requirements, or policies communicated by the other Party from time to time respecting its name(s), mark(s), and logo(s).

SECTION 7. WARRANTY DISCLAIMERS

EXCEPT AS EXPRESSLY SET FORTH TO THE CONTRARY IN THIS AGREEMENT, AGENCY ACKNOWLEDGES AND AGREES, THAT THE SERVICES, INCLUDING ALL COMPONENTS THEREOF (E.G., THE TT APP AND ELEMENTS INTEGRATED INTO ANY THIRD-PARTY INTEGRATIONS), AND ACCESS THERETO ARE PROVIDED "AS IS". TT DISCLAIMS ALL WARRANTIES AND CONDITIONS RELATING TO THE SERVICES AND ALL THIRD-PARTY INTEGRATIONS, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES AND CONDITIONS OF NON-INFRINGEMENT, TITLE, MERCHANTABILITY, AND QUALITY AND FITNESS FOR A PARTICULAR PURPOSE, WHETHER ARISING FROM STATUTE, USAGE OF TRADE, COURSE OF DEALING OR OTHERWISE. THE PARTIES ARE NOT RELYING AND HAVE NOT RELIED ON ANY REPRESENTATIONS, CONDITIONS OR WARRANTIES WHATSOEVER REGARDING THE SUBJECT MATTER OF THIS AGREEMENT, WHETHER LEGAL, EXPRESS OR IMPLIED. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING DISCLAIMERS, TT MAKES NO WARRANTY, AND PROVIDES NO CONDITIONS, AS TO THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICES, OR THAT THE SERVICES WILL BE ERROR-FREE OR AVAILABLE AT ANY GIVEN TIME.

SECTION 8. INDEMNIFICATION

8.1 TT Indemnification. TT shall indemnify, defend and hold harmless Agency from and against

any and all third party claims, damages, losses, expenses or liabilities, including, but not limited to, reasonable legal fees, in each case payable to unaffiliated third parties, arising out of or resulting from the following: (a) TT's breach of its obligations set forth in Section 4.2 (TT Data Obligations) or Section 5 (Confidentiality) or (b) any claim by a third party alleging that the Services when used as authorized under this Agreement infringe any copyright or trademark. If Agency's use of the Services is (or in TT's opinion is likely to be) enjoined, if required by settlement or if TT determines such actions are reasonably necessary to avoid material liability, TT may, in its sole discretion: (i) substitute substantially functionally similar products or services; (ii) procure for Agency the right to continue using the Services; or if (i) and (ii) are not commercially reasonable, (iii) terminate the Agreement and, if applicable, refund to Agency the fees paid by Agency for the portion of the Term that was paid by Agency but not rendered by TT. The foregoing indemnification obligation of TT shall not apply: (1) if the Services are modified by any party other than TT, but solely to the extent the alleged infringement is caused by such modification; (2) if the Services are combined with products or processes not provided by TT (including Agency Materials or Agency Policy Information), but solely to the extent the alleged infringement is caused by such combination; (3) to any unauthorized use of the Services; (4) to any action arising as a result any third-party deliverables or components contained within the Services; (5) if Agency settles or makes any admissions with respect to a claim without TT's prior written consent; or (6) to beta releases or any use of the Services provided on a no-charge or evaluation basis. This Section 8.1 sets forth TT's and its suppliers' sole liability and Agency's sole and exclusive remedy with respect to any claim of intellectual property infringement.

8.2 Agency Indemnification. Agency shall indemnify, defend and hold harmless TT from and against any and all third party claims, damages, losses, expenses or liabilities, including, but not limited to, reasonable legal fees, in each case payable to unaffiliated third parties (including Riders or other TT end users), arising out of or resulting



from the following: (a) Agency's breach of its obligations set forth in Section 4.3 (Agency's TT Rider Data Obligations) or Section 5 (Confidentiality); (b) claims regarding or relating to the Agency's transit service (and not the Services itself) including those relating to expired but unused Digital Passes and any unauthorized use or disclosure of TT Rider Data by Agency; (c) Agency Material, Agency Policy Information, and/or use of Agency Marks; and (d) breach of Agency's obligations with respect to Additional Services.

8.3. Conduct. A Party's indemnification obligations under Section 8 shall not apply unless: (a) the indemnifying Party has the sole right to conduct the defense of any such claim or action and all negotiations for its settlement or compromise, and to settle or compromise any such claim, provided such settlement or compromise is wholly paid for by the indemnifying Party; (b) the indemnified Party cooperates; and (c) the indemnified Party gives the indemnifying Party prompt written notice of any threat, warning, or notice of any such claim or action, with copies of any and all documents the indemnified Party may receive relating thereto.

SECTION 9. DAMAGE DISCLAIMERS AND LIABILITY LIMITATION

9.1 Disclaimer of Damages. Except for Excluded Claims each Party's aggregate maximum liability for damages or other obligations arising out of or in connection with this Agreement, whether based upon a theory of contract or tort (including negligence) or otherwise, shall not exceed (i) the total amount of the Fee paid or due during the prior 12 month period or (ii) \$10,000, whichever is greater (the "**Base Cap**"). The Parties further acknowledge that nothing in this Section 9.1 shall be deemed to waive the rights to equitable relief. "**Excluded Claims**" means (a) any claim arising from Agency's breach of Sections 1.6 (Use Restrictions); (b) Agency's payment obligations; (c) any claim arising from a breach of Section 4.3 (Agency's TT Rider Data Obligations); (d) any amounts payable to third parties pursuant to TT's indemnification obligations under Section 8.1 (TT Indemnification) or Agency's indemnification obligations under Section 8.2

(Agency Indemnification); or (e) either Party's breach of Section 5 (Confidentiality). With respect to Excluded Claims, in no event will TT's aggregate maximum liability for damages or other obligations arising out of or in connection with this Agreement, whether based upon a theory of contract or tort (including negligence) or otherwise, exceed the greater of five (5) times the Base Cap or One Hundred Thousand United States Dollars (US \$100,000).

9.2 Consequential Damages Disclaimer. Except with respect to willful misconduct, claim arising from Agency's breach of Sections 1.6 (Use Restrictions), and Agency's payment obligations; and without limiting either Party's indemnification obligations, to the maximum extent permitted by Law, in no event shall either Party be liable for any special, punitive, consequential, incidental, or indirect damages, including loss of profits, income, goodwill, cost of procurement of substitute goods or services, interruption of business or any reliance damages of any kind, even if informed of their possibility in advance.

9.3 Basis of Bargain. EACH PARTY RECOGNIZES AND AGREES THAT THE DISCLAIMERS AND LIMITATIONS OF LIABILITY AND REMEDY IN THIS AGREEMENT: (a) ARE MATERIAL AND BARGAINED FOR BASES OF THIS AGREEMENT; AND (b) THEY HAVE BEEN TAKEN INTO ACCOUNT AND REFLECTED IN DETERMINING THE CONSIDERATION TO BE GIVEN BY EACH PARTY UNDER THIS AGREEMENT AND IN THE DECISION BY EACH PARTY TO ENTER INTO THIS AGREEMENT.

SECTION 10. TERM AND TERMINATION

10.1 Term.

(a) Unless otherwise stated in the Agency Terms, this Agreement will commence upon the Effective Date and continue in effect for a period of twelve (12) months, unless earlier terminated as set forth herein (the "**Initial Term**").

(b) Unless otherwise stated in the Agency Terms and unless terminated earlier as permitted



herein, at the end of the Initial Term and each Renewal Term, the Agreement will be extended automatically for successive annual terms (each a “**Renewal Term**”) (collectively, the Initial Term and Renewal Terms may be referred to as the “**Term**”).

10.2 Termination.

(a) Unless otherwise stated in the Agency Terms: either Party may elect not to renew this Agreement by giving written notice to the other Party at least thirty (30) days prior to the end of the then current Initial Term or Renewal Term.

(b) Unless otherwise stated in the Agency Terms, either Party may terminate this Agreement for any reason or no reason upon sixty (60) days’ written notice to the other Party.

(c) Either Party may terminate this Agreement in the event the other Party (i) is in material breach and does not cure such breach within thirty (30) days after receiving written notice of the breach; (ii) ceases operation without a successor; or (iii) seeks protection under a bankruptcy, receivership, trust deed, creditors’ arrangement, composition or comparable proceeding, or if such a proceeding is instituted against that party and not dismissed within 60 days.

(d) Upon termination: (i) subject to Section 10.3, below, the license and rights granted hereunder to Agency shall immediately terminate; (ii) Agency shall immediately return or, at TT’s election permanently destroy, any and all documents, notes and other materials regarding the Services to TT, including, without limitation, all software and TT Confidential Information, including any TT Rider Data and at TT’s request certify that all TT Rider Data has been permanently deleted; and (iii) subject to Section 10.3, below, upon written request TT shall cease using the Agency’s name(s), mark(s), and logo(s); and return or permanently destroy, any and all, Agency Confidential Information including Agency Data that is Personal Information to the extent required by Laws.

10.3 Obligations to Agency’s Riders Upon

Termination. Upon termination or expiration of this Agreement (a) TT shall terminate the right of the Agency’s Riders to purchase any new Digital Passes on Agency’s transit service and (b) TT and Agency shall each keep active the right of Riders to activate and use existing pre-purchased but unused Digital Passes for a period of one hundred and twenty (120) days from the expiration or termination date of this Agreement. For the avoidance of doubt, TT shall have no obligation to support pre-purchased Digital Passes for more than one hundred and twenty (120) days after termination or expiration of this Agreement regardless of Agency’s policy.

SECTION 11. MODIFICATIONS

11.1. Notice of Modifications. TT may modify the terms and conditions of this Agreement (which may include changes to Services pricing and plans) from time to time by giving notice to Agency in accordance with Section 12.6 (Notices).

11.2. Timing and Effect of Modifications. The modifications shall become effective upon renewal of Agency’s current Initial Term or Renewal Term or entry into a new Agency Terms; provided, however, that TT may provide notice of an earlier effective date if required by change in Laws. If TT specifies that the changes will take effect prior to the next Renewal Term (due to changes in Laws), Agency may object within thirty (30) days and terminate this Agreement for convenience and receive a pro-rata refund of any fees pre-paid by Agency (e.g., with respect to Hardware Services), if any, with respect to the remainder of the Initial Term or Renewal Term, as applicable. Agency may be required to click to accept or otherwise agree to the modified Agreement in order to continue using the Services, and, in any event, continued use of the Services after the updated version of this Agreement goes into effect will constitute Agency’s acceptance of such updated version.

SECTION 12. GENERAL

12.1. Applicable Law and Jurisdiction. This Agreement shall be governed by and construed in accordance with the Laws of the State of California



without regard to the conflicts of laws provisions therein, unless otherwise expressly set forth in the Agency Terms. The jurisdiction and venue for actions related to the subject matter of this Agreement shall be the California State and United States Federal Courts located in San Francisco, California, and each Party hereby submits to the personal jurisdiction of such courts, unless otherwise expressly set forth in the Agency Terms.

12.2 Legal Fees. In any action to enforce this Agreement, the prevailing Party will be entitled to costs and reasonable legal fees.

12.3 Severability. In the event that any of the provisions of this Agreement shall be held by a court or other tribunal of competent jurisdiction to be unenforceable, such provisions shall be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and enforceable.

12.4 Force Majeure. If the performance of this Agreement or any obligation hereunder is prevented or restricted by reasons beyond the reasonable control of a Party or its subcontractors, the Party so affected shall be excused from such performance to the extent of such prevention or restriction.

12.5 Entire Agreement and Amendment. This Agreement constitutes the entire agreement between the Parties pertaining to the subject matter hereof, and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, of the Parties. There are no representations, warranties or other agreements between the Parties, in connection with the subject matter of this Agreement except as specifically set out in this Agreement. Any modifications of this Agreement must be in writing and signed by both Parties except as otherwise stated herein (including in Section 11 (Modifications)).

12.6 Notices. Any notice or communication required or permitted under this Agreement shall be in writing.

If to TT, notices must be provided to:

Token Transit, Inc.
1015 Fillmore Street PMB 68827
San Francisco, CA 94115
Attention: Morgan Conbere

Such notice to TT shall be deemed to have been received (i) if given by hand, immediately upon receipt; (ii) if given by overnight courier service, the first business day following dispatch; or (iii) if given by registered or certified mail, postage prepaid and return receipt requested, the second business day after such notice is deposited in the mail.

If to Agency, TT may provide notice to Agency's email or physical address on file or through the Services (including via the TT Web Portal) and such notices shall be deemed to have been received upon delivery. Either Party may update its address with notice to the other Party.

12.7 Equitable Relief. Due to the unique nature of the Parties' Confidential Information disclosed hereunder and of any Personal Information that may be received in connection with this Agreement, there can be no adequate remedy at Law for a Party's breach of its obligations hereunder, and any such breach may result in irreparable harm to the non-breaching Party. Therefore, upon any such breach or threat thereof, the Party alleging breach shall be entitled to seek injunctive and other appropriate equitable relief in addition to any other remedies available to it, without the requirement of posting a bond.

12.8 Assignment. Neither Party may assign or transfer this Agreement or any interest therein directly or indirectly, by operation of Law or otherwise, without the prior written consent of the other Party, which shall not be unreasonably withheld; provided, however, that TT may assign or transfer this Agreement or any interest therein to an affiliate or a successor to all or substantially all of its business or assets, whether through an acquisition, merger, change of control, or otherwise. Any attempted assignment or transfer in violation of this Section shall be void and without effect.



12.9 Independent Contractors. The Parties shall be independent contractors under this Agreement, and nothing herein shall constitute either Party as the employer, employee, agent, or representative of the other Party, or both Parties as Parties to a joint venture or partners for any purpose.

12.10 Headings and Interpretation. The headings in this Agreement are for reference only and do not affect the interpretation of this Agreement. For purposes of this Agreement: (a) the words "include," "includes" and "including" are deemed to be followed by the words "without limitation"; (b) the word "or" is not exclusive; (c) the words "herein," "hereof," "hereby," "hereto" and "hereunder" refer to this Agreement as a whole; (d) words denoting the singular have a comparable meaning when used in the plural, and vice versa.

12.11 Export Control. In its use of the Services, TT and the Agency agree to comply with all export and import Laws and regulations of the United States, the Territory, and other applicable jurisdictions. Without limiting the foregoing, (i) Agency represents and warrants that it is not listed on any U.S. government list of prohibited or restricted parties or located in (or a national of) a country that is subject to a U.S. government embargo or that has been designated by the U.S. government as a "terrorist supporting" country, (ii) Agency shall not (and shall not permit any of its users to) access or use the Services in violation of any U.S. export embargo, prohibition or restriction, and (iii) Agency shall not submit to the Services any information that is controlled under the U.S. International Traffic in Arms Regulations.

12.12 Government End-Users. Elements of the Services are commercial computer software. If the user or licensee of the Services is an agency, department, or other entity of the United States Government, the use, duplication, reproduction, release, modification, disclosure, or transfer of the Services, or any related documentation of any kind, including technical data and manuals, is restricted by a license agreement or by the terms of this Agreement in accordance with Federal Acquisition Regulation 12.212 for civilian purposes and Defense Federal Acquisition Regulation Supplement 227.7202 for military purposes. The Services were developed fully at private expense. All other use is prohibited.

12.13 Survival. Sections 1.6 (Restrictions), 1.8 (Trials and Betas, with respect to liability limits), 1.9 (Retained Rights), 2.2(b) (Support Obligations), 3 (Fees and Payment, with respect to Fees not yet paid as of termination), 4.1 (TT Rider Data), 4.2(b) (TT's Data Obligations), 4.3 (Agency's Data Obligations), 5 (Confidentiality), 6 (Agency Identification and Use of Trademarks), 7 (Warranty Disclaimers), 8 (Indemnification), 9 (Damage Disclaimers and Liability Limitation), 10.2 (Termination), 10.3 (Obligations to Agency's Riders Upon Termination), 12.1-12.13 (General) and other terms which by their nature are intended to survive, shall survive termination or expiration of this Agreement.



Exhibit A

Hardware Services Addendum

This Hardware Services Addendum (the “**Hardware Services Addendum**”) is incorporated into and a part of the Agency Master Platform Terms (the “**Master Terms**”) by and between Token Transit, Inc. (“**TT**”) and the entity (e.g., company or government agency) placing an order for or accessing the Hardware Services (“**Agency**”) and is applicable only if Agency elects to add Hardware Services (defined below) pursuant to the Agency Terms. This Hardware Services Addendum consists of the terms and conditions set forth below, any exhibits or addenda identified below and any Agency Terms (the Master Terms, as modified by this Hardware Services Addendum, may be referred to as the “**Agreement**”). You represent that you are authorized to accept this Hardware Services Addendum on behalf of the Agency.

Agency desires add functionality to the Services (as defined in the Master Terms) by using hardware validators (“**TT Validators**”) and/or hardware beacons (“**TT Beacons**”) (TT Validators and/or TT Beacons may be referred to as “**Hardware**”) installed on Agency’s vehicles. The TT Validators allow Agency to validate that each Rider has purchased the Digital Pass for the ride at the time of the ride while the TT Beacons allow Agency to track Riders (e.g., on-boarding and off-boarding at particular locations) on an aggregate basis for analytical purposes (collectively, the “**Hardware Services**”).

The effective date of this Hardware Services Addendum (“**Hardware Services Effective Date**”) is the effective date of the first Agency Terms referencing this Hardware Services Addendum. This Hardware Services Addendum will govern Agency’s initial purchase on the Effective Date as well as any future Hardware purchases made by Agency that reference this Hardware Services Addendum or the Agreement.

All capitalized terms not defined in this Hardware Services Addendum have the same meaning given to them in the Master Terms. Except as expressly provided in this Hardware Services Addendum, the Master Terms applies without modification by the terms and conditions of this Hardware Services Addendum.

BY INDICATING YOUR ACCEPTANCE OF THIS HARDWARE SERVICES ADDENDUM OR ACCESSING OR USING THE HARDWARE SERVICES, YOU ARE AGREEING TO BE BOUND BY ALL TERMS, CONDITIONS AND NOTICES CONTAINED OR REFERENCED IN THIS HARDWARE SERVICES ADDENDUM. IF YOU DO NOT AGREE TO THIS HARDWARE SERVICES ADDENDUM, PLEASE DO NOT USE THE HARDWARE SERVICES. FOR CLARITY, EACH PARTY EXPRESSLY AGREES THAT THIS HARDWARE SERVICES ADDENDUM IS LEGALLY BINDING UPON IT.

1. INTRODUCTION

1.1 Applicability. This Hardware Services Addendum applies only if Agency has selected to add TT Beacons or TT Validators (as applicable) to the Services pursuant to the Agency Terms.

1.2 TT Validator Overview. The TT Validator upgrade to the Services allows compatible mobile devices to communicate to the Services where and when Digital Passes are being

used, by allowing Riders to present their mobile device in front of the TT Validator, with respect to those Riders who have Bluetooth-based location tracking, device location, and/or Near Field Communication services enabled.

1.3 TT Beacon Overview. The TT Beacon upgrade to the Services allows TT to provide Agency with detailed aggregated and anonymous information with respect to those Riders who have Bluetooth-based location



tracking, device location, or Near Field Communication services enabled.

2. TT HARDWARE SERVICES INTEGRATION.

The Hardware Services comprise the following:

2.1. TT Validator Hardware. TT provides TT Validators that will work on vehicles at any point of entry. Agency will install the TT Beacons at Agency's expense. TT will provide guidance on preferred placement of the TT Validators to optimize the Rider validation experience.

2.2. TT Beacon Hardware.

(a) TT provides TT Beacons that will work on vehicles of any size. Agency will install the TT Beacons at Agency's expense. TT will provide guidance on preferred placement of the TT Beacons to optimize the TT Beacon signal.

(b) Analytics Dashboard. Purchasing and installing the TT Beacons gives access to detailed aggregated and anonymous information in the TT Web Portal. Agency is required to provide TT with stop, trip, origin, and vehicle identification numbers along with other information required by TT to provide the analytic data.

2.3 Upgrades. TT may offer upgraded or replacement TT Beacons or TT Validators to Agency in its discretion during the Term which if accepted by Agency shall be "Hardware" and included in the "Hardware Services".

3. TERM AND TERMINATION.

3.1 Term and Renewal.

(a) The initial term of this Hardware Services Agreement ("**Initial Hardware Term**") and renewal terms (each a "**Hardware Renewal Term**") of this Hardware Services Addendum shall be as set forth in the Agency Terms (the Initial Hardware Term and the Hardware Renewal Terms, is collectively the "**Hardware Term**").

(b) Unless otherwise set forth in the Agency Terms, the Initial Hardware Term and each Hardware Renewal Term will automatically renew for consecutive annual periods unless either Party provides notice of non-renewal at least thirty (30) days prior to the end of the Initial Hardware Term or a then current Hardware Renewal Term.

3.2 Termination.

(a) Unless otherwise set forth in an applicable Agency Terms, either Party may terminate an Initial Hardware Term or a Hardware Renewal Term at any time on sixty (60) days notice for convenience and without liability. If TT terminates an Initial Hardware Term or Hardware Renewal Term for convenience, TT will provide a pro-rata refund of fees paid pursuant to this Hardware Services Addendum for the applicable Initial Hardware Term or Hardware Renewal Term.

(b) Either Party may terminate this Hardware Services Addendum if the other Party commits a material breach that remains uncured following thirty (30) days prior written notice.

(c) This Hardware Services Addendum shall automatically terminate upon the expiration or termination of the Master Terms for any reason.

(d) Upon expiration or termination of this Hardware Services Addendum, Agency shall return to TT or destroy the Hardware, as directed by TT.

4. TT HARDWARE PRICING AND PAYMENT.

4.1. Hardware Services Fee. The fees for the Hardware Services ("**Hardware Services Fees**") are set forth in an applicable Agency Terms, and shall be paid by Agency in accordance with the payment terms set forth in the Agency Terms. If no payment terms are set forth in the Agency Terms, TT's then current Hardware Services Fees as published by TT shall apply and Agency shall pay such fees in advance for the Initial Hardware Term and each Hardware



Renewal Term. The Hardware Services Fees are non-refundable except (a) as set forth in the Master Terms Section 11 (Modification) or (b) in the event TT terminates the Hardware Services Addendum for convenience, in which event Agency will receive a prorated refund of Hardware Services Fees that Agency has pre-paid for use of the Hardware Services for the terminated portion of the applicable Initial Hardware Term or Hardware Renewal Term.

4.2. Taxes. Agency acknowledges that it is responsible for any sales, value-added, use or other taxes, tariffs and governmental charges that are due (if any) in connection with the TT Beacons and TT Validators and provision of the Services described in this Hardware Services Addendum (and the Agreement) (except taxes based on TT's net income for which TT shall be solely responsible), and that if TT is required to pay any such taxes or charges based on the Services or other items provided to Agency, then such charges shall be billed to and paid by Agency. Agency shall obtain and provide to TT any certificate of exemption or similar document required to exempt any transaction under the Agreement from sales tax, use tax or other tax liability.

4.3. Fee Increases. TT reserves the right to increase the Hardware Services Fees by providing notice at least thirty (30) days before the commencement of the next Hardware Renewal Term.

5. **ADDITIONAL TERMS.**

5.1. Disclaimer. For the avoidance of doubt, this Hardware Services Addendum is subject to indemnity, liability limitations and warranty disclaimers and damage disclaimers terms set forth in the Master Terms. TT expressly does not represent the accuracy of the Hardware, the percentage of Riders that will have location tracking in connection with the Hardware enabled or that they will function at all times. Agency acknowledges that its use of any Hardware and the Hardware Services is "As Is" without any

representations, warranties or conditions of any kind, whether legal, express or implied, arising from statute, course of dealing, usage of trade or otherwise.

5.2. Rider Data. The Parties' confidentiality and data privacy obligations, including Agency's obligations pertaining to TT Rider Data apply to this Hardware Services Addendum. Nothing in this Hardware Services Addendum obligates TT, and TT does not intend, to provide Personal Information of Riders or other TT customers hereunder, but only aggregated and/or anonymized data. Agency shall at all times use all such data made available as part of the Hardware Services, which is "TT Rider Data" as defined in the Agreement, in accordance with Laws and TT's then current privacy policy (unless contrary to Laws); and in no event shall Agency directly or indirectly link (or attempt to link) data obtain from the Hardware or Hardware Services data with Personal Information, or with other information so as to create Personal Information. Agency, and not TT, shall be responsible for ensuring that Agency's use of the Hardware as described herein complies with all Laws.