



**The Metropolitan Transportation Authority**

**NEW YORK CITY TRANSIT  
Materiel Department**

**NEW FARE PAYMENT SYSTEM**

**CONTRACT A-34024**

**APPENDIX 1  
TO THE TECHNICAL SPECIFICATIONS:  
DEFINITIONS**

**Metropolitan Transportation Authority**

**Contract No. A-34024**

**Appendix 1 to the Technical Specifications:**  
**Definitions**

The following chart sets out the definitions for the RFP for the New Fare Payment System issued by the Metropolitan Transportation Authority.

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No.	Term	Definition
<b>A</b>		
1.	Account-Based	A type of transaction, account, system, media or other entity where Customer Account information and payment authorization details are stored at a central server, as opposed to a Card-Based System, where customer account information resides on the Media.
2.	Account-Based System	A system that is Account-Based.
3.	Account-Based Transaction Processor	The NFPS Software that creates, maintains and configures Transit Accounts and processes all transactions (including fare payment, calculation and validation for fare payments with Media).
4.	Addendum or Addenda	Additional or revised terms to the Contract Documents issued in writing by the MTA or NYCT prior to the receipt of Bids.
5.	Additional Linked NFPS Entities	Has the meaning set out in Technical Specifications Section 4.4.3 (Integration Services for Linked NFPS Entities and Ancillary MTA Group Entities).
6.	Affiliate	A Person that, directly or indirectly, through one or more intermediaries, controls, is controlled by or is under common control with, another Person.
7.	Aggregate Data	Analytics or other information or data (i) derived from or reliant upon NFPS Data (including Personally Identifiable Information), or (ii) generated in whole or in part from the NFPS (including via the NFPS Websites through cookies, tags or other means). The term "Aggregate Data" includes user profiles or other information that is capable of use for purposes of behavioral advertising, advertising targeted to specific NFPS customers or other advertising.
8.	Aggregate Total Bid	The Gross Sum Bid.
9.	Agreement	The Contract Document titled "Agreement."

No.	Term	Definition
10.	Alternative Proposal	An RFP's submission that (i) provides an alternative function or characteristic to those set out in the RFP, and (ii) the MTA may in its sole discretion accept or reject.
11.	Alternative Technical Dispute Resolution Officer	The MTA Group employee holding the job title of <i>Executive Director, MTA Fare Payment Programs</i> .
12.	Americans with Disabilities Act or ADA	The Americans with Disabilities Act of 1990, 42 U.S.C. §12101, <i>et seq.</i>
13.	Analytics	The results of an analysis or monitoring of a data set, using statistical, automated, manual or other methods, including data mining methods.
14.	Ancillary MTA Group Entities	Those MTA Group entities that do not also constitute NFPS Agencies.
15.	API Documentation	Documentation concerning an API, including the structure, format, grammar, definition, protocol, and specification of the API. The term "API Documentation" includes all revisions and updates to the same, subject to the obligations and limitations set out in the Contract Documents, including Agreement Section 19 (Technical and Software Support Services).
16.	API Source Code	Source Code that enables a Software component to use an API to interoperate or exchange information with another Software component. The term "API Source Code" includes API Source Code libraries.
17.	Applicable Law	With respect to any Person, any constitution, statute, law, ordinance, rule, principle of common law, code, administrative interpretation, regulation, act, treaty, order, writ, injunction, directive, judgment, decree, or other requirement of any governmental or judicial authority applicable to such Person or any of its Affiliates or any of their respective properties, assets, officers, directors, employees, consultants, or agents. The term "Applicable Law" expressly includes Applicable Privacy Laws and Standards.
18.	Applicable Privacy Law or Applicable Privacy Laws and Standards	The Applicable Laws (as amended and enacted from time to time) with respect to: (i) Data privacy, Data security, and/or Personally Identifiable Information; (ii) industry standards regarding Data privacy, Data security, and/or Personally Identifiable Information; and (iii) PCI Standards.
19.	Applicable Review Period	Collectively: (i) a Initial Applicable Review Period, and (ii) a Subsequent Applicable Review Period.
20.	Application Programming Interface or API	A set of routines, data structures, object classes, Source Code, source code libraries, communication protocols, or any combination of these or other elements that enables the interoperability or exchange of information between Software components. The term "API" includes Internal APIs, External APIs, API Source Code, and API Documentation as well as revisions and updates to such APIs, subject to the obligations and limitations set out in the Contract Documents, including Agreement Section 19 (Technical and Software Support Services).
21.	Application Software	Software designed to interface with an API or an end user.
22.	ATP	The Account-Based Transaction Processor.
23.	Authority	Has the same meaning as the MTA Group.

No.	Term	Definition
24.	Authorized User	MTA Group employees, customers and vendors who are authorized by the MTA Group to use the NFPS in conjunction with a relationship with the MTA Group including a relationship that involves providing services to, or receiving services from, any entity within the MTA Group.
25.	Authorized Vendor	A Third Party service provider selected by a party that meets the following two conditions, the Third Party service provider: (i) is bound by confidentiality provisions no less protective of the confidentiality rights of the Disclosing Party than those set out in the Contract Documents, and (ii) agrees to abide by all license restrictions set out in the Contract Documents.
26.	Autoload	Process where value is loaded automatically to a Transit Account when the Transit Account balance reaches a certain threshold, or at a specified time interval.
27.	Availability Standards	Standards for availability of the NFPS or applicable components of the NFPS as described in the Contract Documents, including Technical Specifications Section 5.14 (Performance Requirements) and Technical Specifications Section 24.1.5 (Service Level Requirements).
28.	Award Date	The date the Notice of Award is issued.
<b>B</b>		
29.	B2B Portal	The website for businesses, as further described in the Contract Documents, including Technical Specifications Section 22.3 (Business-to-Business (B2B) Portal).
30.	Back Office CS POS Terminal	CS POS Terminals used for NFPS Agency internal needs and transactions where the customer is not present, as further defined in Technical Specifications Section 17.1 (Customer Service Point of Sale Terminals).
31.	Backend Hosting Services	Hosting services for the NFPS Backend and related functionality, as further described in the Contract Documents, including Technical Specifications Section 24 (Hosting). The term "Backend Hosting Services" includes such services under an extension, pursuant to Technical Specifications Section 35.1 (NFPS Extended Hosting Services).
32.	Backend Hosting Services Fees	Fees payable to the SI in compensation (i) for its provision of Backend Hosting Services as such fees are specified in Division 1G – Payment, Subsection 1.1(b) and stipulated in Price Form C, and (ii) where applicable, for its provision of extended Backend Hosting Services as such fees are specified in Division 1G – Payment, Subsection 1.1(d) and stipulated in Price Form F.
33.	Bar Chart	The Critical Path Method.
34.	Base Contract Price	The sum of the amounts payable to the SI as set out in the following Proposal forms: (i) Price Form A; (ii) Price Form B; (iii) Price Form C; (iv) Price Form D; and (v) Price Form E.
35.	Beneficial Use	A high level milestone phase for the Project, as defined in Technical Specifications Section 4.9 (Project Schedule).
36.	Beneficial Use Certificate	A written determination by the Engineer, as further described in the Contract Documents, that a discrete portion of the Work or an identified NFPS component has met testing and other criteria based on a specified Beneficial Use.
37.	Beneficial Use Period	That period of time between identified sequential Beneficial Use determinations.
38.	Bid or Proposal	The materials submitted by an entity in response to the RFP.
39.	Bidder or Proposer	The Person submitting a response. Whenever in the Contract Documents, "Bidder," "Information for Bidders," "IFB," "Information for Bidders' Data Sheet," "Invitation for Bid," "Bid," "Bidders' Proposal,"

No.	Term	Definition
		or "Prospective Bidder" is used, it is understood that these terms for purposes of the Contract Documents refer to "Proposer."
40.	Bluetooth Low Energy or BLE	Present in many mobile phones, shares the same frequency spectrum as classic Bluetooth but with reduced power consumption. BLE has micro-location capabilities tunable to about 10 cm.
41.	BU	A Beneficial Use.
42.	Bus Operator	Personnel that operate buses.
43.	Bus Validator	A Validator device used in the NFPS Agencies' bus fleet, as further set out in the Contract Documents, including Technical Specifications Section 13 (Bus Validators).
44.	Business Rules	Rules, procedures, workflows and standards that comply with and implement the MTA Group's policies relating to the NFPS, including fare policies, business practices and tariffs.
45.	BV	A Bus Validator.
<b>C</b>		
46.	Card-Based	A type of Media where, unlike an Account-Based Media, some account details are stored on the Media itself for Risk Mitigation and immediate customer access to purchases/reloads, as further described in the Contract Documents.
47.	Card-Based Fare Product	A Fare Product that is Card-Based.
48.	Card-Based Media	Media that is Card-Based.
49.	Cash Settlement System	A system that (among other functions) counts, reconciles, controls inventories and reports cash and coins processed from Field Devices, as further described in the Contract Documents, including Technical Specifications Section 3.1.6.4 (Consolidated Revenue Facility (CRF)).
50.	Certificate of Final Completion or Final Completion Certificate	The certificate issued by the Engineer in connection with Final Completion.
51.	Certificate of Substantial Completion or Substantial Completion Certificate	The certificate issued by the Engineer in connection with Substantial Completion.
52.	Central Support System	The current Scheidt & Bachmann (S&B) fare payment backend systems in support of the automated fare collection equipment at MNR and LIRR.
53.	Change Order	A change that may result in additions and/or subtractions to the nature, amount, type or value of the Work shown in the Contract Documents and that is within the general scope of the Contract Documents, as further defined in the Contract Documents.
54.	Change-Order Additional Products	Products and Software modules that meet the following three (3) criteria: the product or Software module: (i) adds to, substitutes for, or is used to upgrade or replace an NFPS component, on the MTA Group's initiative; (ii) does not qualify as a Substitution Product or Verified Additional Product; and

No.	Term	Definition
		(iii) is included in the NFPS or otherwise as an MTA-Provided System as a result of a Change Order, as further provided in Agreement Section 3.2.5 (Change-Order Additional Products).
55.	Chargeable Failure	A Failure that prevents a system or component from performing its designated function, or meeting its performance criteria, when used and operated under specified conditions, as further described in the Contract Documents, including Technical Specifications Section 30.4.1 (Chargeable Failures). The term "Chargeable Failure" includes: (i) a malfunction that might cause a threat to NFPS components, passengers, employees or others; (ii) a random occurrence that does not cause an NFPS component to be inoperable, but would normally require some form of maintenance attention to restore normal function; and (iii) any occurrence where Data is not successfully transmitted between elements of the NFPS. Chargeable Failures are chargeable against the SI's performance requirements.
56.	Chief Engineer	Has the meaning set out in Agreement Section 45.2.1 (Technical Dispute Resolution Officer; Alternative Selection).
57.	Chronic Performance Failure	Has the meaning set out in Agreement Section 35.7.8 (Use of Deposit Materials).
58.	City or New York	The City of New York according to its boundaries as of the Award Date. Where the context indicates that the State of New York is intended, the term "New York" shall mean the State of New York.
59.	Closed-Loop	A type of transaction, account, system, Media or other entity whereby the entity functions within a designated system (such as the NFPS) and does not interface with any system external to such designated system.
60.	Closed-Loop Payment	A payment that is Closed-Loop.
61.	Closed-Loop System	A system that is Closed-Loop.
62.	Closed-Loop Transit Account	A Transit Account that is Closed-Loop.
63.	Commercial-Off-The-Shelf	A type of Software, hardware or other technology that is generally available for purchase on the open market for use without customization.
64.	Commutation Ticket	A time-based ticket issued by MNR or LIRR for unlimited service during a defined time period (for example, weekly or monthly passes), in accordance with the tariff.
65.	Commuter Rail Affiliates	The agencies and transit authorities so identified in the Contract Documents including in Technical Specifications Section 4.4 (NFPS Agencies and Linked NFPS Entities).
66.	Computer-Aided Dispatch/Automatic Vehicle Location (CAD/AVL) System	System that provides vehicle dispatch, scheduling, location and maintenance services within a centralized dispatch center.
67.	Confidential Information	Information defined as "confidential" in accordance with Agreement Section 36 (Confidentiality).
68.	Configurable Vending Machine	Smart Media vending machines that are configurable (with respect to both hardware and Software components) for differing uses according to the NFPS Agencies' needs, as further described in the Contract Documents, including Technical Specifications Section 9.1.8 (Configurable Vending Machines (CVMs)) and Technical Specifications Section 16 (Configurable Vending Machines).

No.	Term	Definition
69.	Consolidated Revenue Facility	The NYCT facility responsible for (among other functions) processing payments and operating the Cash Settlement System, as further described in the Contract Documents, including Technical Specifications Section 3.1.6.4 (Consolidated Revenue Facility (CRF)).
70.	Consultant	The consulting engineer or other Person hired by the MTA to act on behalf of the Engineer to perform certain services, including design or inspection relating to the Project. For purposes of the Contract Documents, the Consultant and its officers and employees shall be deemed agents of the MTA Group.
71.	Consumable	Any component (including Lowest-Level Replaceable Components) of NFPS Hardware that: (i) is consumed, deteriorates or otherwise breaks down over time; (ii) is intended to be replaced over time to ensure that the related NFPS Hardware performs as required; and (iii) is not intended as a durable good. Examples of Consumables include printer receipt paper and belts.
72.	Contact	A type of Smart Media whereby physical contact between the Smart Media and the Reader is required for the Reader to read the Smart Media.
73.	Contactless	A type of Smart Media whereby physical contact between the Smart Media and the Reader is not required for the Reader to read the Smart Media, using contactless communication protocols such as ISO 14443.
74.	Contactless Bank Card	A bank-issued credit or debit card that supports Contactless payment through an ISO 14443 communication interface.
75.	Contactless EMV Card	A Contactless Bank Card that is EMV compliant.
76.	Contactless Smart Card	Contactless Smart Media in a card-based form factor, including (i) Contactless Bank Cards, and (ii) Contactless EMV Cards.
77.	Contactless Smart Device	Smart Media other than Contactless Smart Cards that are compliant with Contactless communication protocols such as ISO 14443, or otherwise facilitate Contactless communications through the use of NFC, Bluetooth Low Energy or other, similar technologies. Contactless Smart Devices include, for example, mobile phones, wearable technology, and other form factors.
78.	Contactless Smart Media	Smart Media that is Contactless, including (i) Contactless Smart Cards, and (ii) Contactless Smart Devices.
79.	Contract	The Contract Documents.
80.	Contract Documents	Has the meaning set out in Agreement Section 52.10.1.1 (List of Contract Documents). The terms "Contract" and "Contract Documents" include all amendments to the same.
81.	Contract Drawings	Plans, drawings, and other similar materials (including Shop Drawings) regarding the NFPS, as identified in the Contract Documents.
82.	Contract Equipment	The equipment, components, Software, and spare parts specified in the Contract Documents, including those specified in Technical Specifications Chapter 2 (NFPS Equipment) and Chapter 3 (NFPS Backend and NFPS Back Office).
83.	Contract System Acceptance	The system has been accepted by at least one major transit agency in the United States.
84.	Contract Terms and Conditions	The Contract Terms and Conditions are included in the Agreement.

No.	Term	Definition
85.	Contractor	The Systems Integrator.
86.	Corrective Maintenance	Performing unscheduled repairs necessary to correct a malfunction within the NFPS. Corrective Maintenance includes diagnostic testing, finger-tip repairs, component change out, and verification testing.
87.	COTS	Commercial-Off-The-Shelf.
88.	COTS Components	As the context permits: (i) COTS equipment; (ii) COTS Software; or (iii) both COTS equipment and COTS Software.
89.	Credit Base	The MTA payment obligation or obligations to which Service Credits apply. For example: assume the service credit is specified as "8% of the monthly cost of Hosting Services." The "Credit Base" in this instance is the monthly cost of Hosting Services.
90.	Crew Software System	Scheduling Software used by MNR or LIRR for crew assignments.
91.	Critical Issue	A Failure or other item classified as "critical" by the Engineer or other reviewer specified in the Contract Documents.
92.	Critical Path Method	A proposed Master Program Schedule submitted by the SI, as further set forth in the Contract Documents.
93.	CRM System	The Customer Relationship Management System.
94.	CS POS Terminal	A Customer Service Point of Sale Terminal.
95.	CSC	A Contactless Smart Card.
96.	Customer Account	An account registered by an NFPS customer that holds certain Customer Data and that is associated with one or more Transit Accounts, as further defined in the Contract Documents, including Technical Specifications Section 10.1 (Transit and Customer Accounts).
97.	Customer Call Center	The call center that provides customers with NFPS account management support and general support concerning the NFPS, Media, and related issues, as further defined in the Contract Documents, including Technical Specifications Section 9.1.4 (Customer Call Center and Customer Service Centers). Where applicable, the term "Customer Call Center" includes the IVR.
98.	Customer Call Center Services	SI Services that support the Customer Call Center, as set out in the Contract Documents, including Technical Specifications Section 9.1.4 (Customer Call Center and Customer Service Centers) and Technical Specifications Section 35.7 (Extended Customer Service Support).
99.	Customer Call Center Support Period	The period of time during which the SI is to provide Customer Call Center Services.
100.	Customer Data	Data collected from or relating to customers, including data held in Customer Accounts and Personally Identifiable Information.
101.	Customer Information Center	The information center used by MNR to handle informational-related calls, to triage complaints, and to address other MNR service calls.



No.	Term	Definition
102.	Customer Relationship Management System	Software used to manage customer relationships, including customer support information, sales data and IT support. Usually managed through customized Software portal developed to the requirements of the managing organization.
103.	Customer Service Agent	An individual providing customer service functions, as further set out in the Contract Documents.
104.	Customer Service Center	The facility (or facilities) that provide in-person customer support with respect to NFPS account management, the NFPS generally, Media and other related issues, as further described in the Contract Documents, including Technical Specifications Section 9.1.4 (Customer Call Center and Customer Service Centers). Such facilities include the MNR Customer Information Center and the LIRR Public Information Office, as further described in Technical Specifications Section 9.1.5 (MNR and LIRR Customer Service Centers).
105.	Customer Service Center Services	SI Services that support the Customer Service Center, as further described in the Contract Documents, including Technical Specifications Section 9.1.4 (Customer Call Center and Customer Service Centers).
106.	Customer Service Point of Sale Terminal or CS POS Terminal	Modular, configurable NFPS Equipment (with associated NFPS Software) that performs customer services, including Smart Media transactions, as further described in the Contract Documents, including Technical Specifications Section 17.1 (Customer Service Point of Sale Terminals). The term "Customer Service Point of Sale Terminal" or "CS POS Terminal" includes: (i) Front Office CS POS Terminals; (ii) Back Office CS POS Terminals; and (iii) Portable CS POS Terminals.
107.	Customer Website	The website for NFPS customers and the general public, as further described in the Contract Documents, including Technical Specifications Section 22.2 (Customer Website).
108.	CVM	A Configurable Vending Machine.
<b>D</b>		
109.	Daily Newspapers	Any newspaper regularly published in New York every day or every day except Saturdays, Sundays, and holidays.
110.	Data	Information in any form, including digital, paper-based, video, audio, or other form.
111.	Data Center	A data center that meets the criteria set out in the Contract Documents, including Technical Specifications Section 24.1 (NFPS Backend Hosting). The term "Data Center" includes (i) data centers managed by SI, and (ii) data centers managed by outsourced service providers in accordance with the Contract Documents.
112.	Data Center Services	Services relating to Data Centers, as described in the Contract Documents, including Technical Specifications Section 24.1 (NFPS Backend Hosting). The term "Data Center Services" includes (i) services provided by SI, and (ii) services provided by outsourced service providers in accordance with the Contract Documents.
113.	Data Warehouse	NFPS Back Office Software components consisting of a central database used as the primary system for reporting and data analysis, and as further described in the Contract Documents.
114.	Delay-Related SI Remedies	Collectively: (i) Recoverable Lost-Time Costs; (ii) Excusable Delay Extensions; and (iii) Impact Costs.
115.	Deliverable	All items of any nature required to be provided by the SI pursuant to the Contract Documents. By way of example, and not limitation, the term "Deliverable" includes: (i) NFPS Hardware; (ii) NFPS Software; (iii) NFPS Documentation; and (iv) all Submissions.

No.	Term	Definition
116.	Deliverable Failure	Collectively: (i) the inability of the NFPS, an NFPS component, or other Deliverable to (a) perform its required function or functions, or (b) comply with the requirements of the Contract Documents (including applicable Performance Requirements), and (ii) an improper condition requiring the NFPS, the NFPS component at issue, or other Deliverable to be (1) withheld from service, or (2) removed from service for Corrective Maintenance. The term "Deliverable Failure" includes Errors.
117.	Demarcation Point	The physical or logical point at which one network interfaces with a second network. The term "Demarcation Point" includes network-edge devices (e.g., routers, switches, and gateways), hardware and Software interfaces, and other devices or Software that mark the interface between, for example, an enterprise's wide area network and the Internet or other external network, or between subnets within an enterprise's network. The term "Demarcation Point" includes physical connections, such as networking cables, as well as wireless connections, such as Wi-Fi, that interface one network with a second network.
118.	Deployment and Installation Services	Services to be performed by the SI in connection with the installation and deployment of the NFPS, as further described in the Contract Documents, including Technical Specifications Section 29 (Deployment and Installation Services). Where applicable, the term "Deployment and Installation Services" includes Development Services and Integration Services.
119.	Depot	An MTA Group facility where buses are sheltered (when not in use) and repaired.
120.	Design Documentation	Collectively: (i) NFPS Equipment Documentation; (ii) Contract Drawings; (iii) documentation, samples, and demonstrations to be submitted during Design Review; (iv) technical manuals, user manuals, specifications, handbooks, architecture diagrams, and informational diagrams; (v) logical, graphic depictions, bills of materials; and (vi) all other associated materials that relate to the design, IT architecture, implementation, provisioning, maintenance, improvement, end-of-life, and other aspects of the NFPS, all as further described in the Contract Documents. The term "Design Documentation" includes all revisions and updates to the same, subject to the obligations and limitations set out in the Contract Documents, including Agreement Section 19 (Technical and Software Support Services).
121.	Design Life	The required minimum useable life for NFPS Software and NFPS Hardware, as further described in the Contract Documents, including Technical Specifications Section 5.1 (Design Life).
122.	Design Review or design review	The review process and requirements for the NFPS and NFPS components (with associated Deliverables), including conceptual, preliminary, and final design review, all as further described in the Contract Documents, including Technical Specifications Section 26 (Design Reviews).
123.	Development Services	Services performed by the SI, its Subcontractors, or Third Parties, to develop non-COTS Deliverables for use in the NFPS.
124.	Device Management Data	Data generated by the Device Monitoring System.
125.	Device Monitoring System	A system that provides real-time monitoring of all NFPS devices down to the component level, as well as remote control of certain specified devices, as further described in the Contract Documents, including Technical Specifications Section 21.2 (Device Monitoring System).
126.	Disaster Recovery	The business continuity and disaster recovery plan for the NFPS, as further described in the Contract Documents, including Technical Specifications Section 30.5 (Disaster Recovery Plan).
127.	Disaster Recovery Services	Data redundancy, business continuity, and disaster recovery services, as further described in the Contract Documents, including Technical Specifications Section 24.3 (Data Redundancy) and Technical Specifications Section 24.4 (Disaster Recovery).
128.	Documentation	Any written, printed, or electronic material that provides information. "Documentation" includes specifications, requirements documents, engineering manuals, user manuals, training materials,

No.	Term	Definition
		handbooks, informational diagrams, system and subsystem architecture, database schemas, drawings, engineering changes, and any other, similar materials.
129.	DOT	The United States Department of Transportation.
130.	Duplex Ticket	A two-piece paper ticket sold by MNR and LIRR that requires a conductor to use a hole-puncher to mark the boarding station and destination, the fare zone, and whether the trip is peak or off-peak. One sheet is provided to the customer as a receipt and the other sheet is used by MNR and LIRR for reconciliation.
<b>E</b>		
131.	Eagle Team	Part of the NYCT Department of Security, a group of fare enforcement officers established to support the Select Bus Service (SBS) proof-of-payment operations by inspecting fare payment receipts on the SBS and issuing citations for fare evaders. They are not peace officers and are not armed.
132.	EMV, Europay, MasterCard, or Visa	Specifications developed jointly with EMV Co that define a set of requirements and Security features, including those (i) to ensure interoperability between (a) integrated circuit payment cards (also referred to as "IC cards" and "chip cards"), and (b) point of sale terminals, automated teller machines, and other IC card processing devices, and (ii) to authenticate associated credit and debit card transactions.
133.	EMVCo	The standards entity that manages and evolves the EMV® Specifications and related testing processes.
134.	Engineer	The Person designated in the Notice of Award to administer the Contract Documents on behalf of the MTA (except for those business functions reserved for the Division of Materiel's designee), or any replacement for such Person later designated by the MTA.
135.	Equipment Removal Services	Services and related work to remove remaining Legacy Systems (i) that are not incorporated into the NFPS (i.e., that are not MTA Residual Systems), or (ii) that have not been previously replaced or planned to be replaced by the NFPS, all as further described in the Contract Documents, including Technical Specifications Section 34 (Equipment Removal).
136.	Error	A failure of the NFPS (or any NFPS components): (i) to conform in material respects to the applicable Documentation; (ii) to meet Warranties; (iii) to comply with applicable KPIs or Service Level Requirements; or (iv) to comply with other standards set out in the Contract Documents.
137.	Error Correction	Either a modification or an addition that, when made or added to the NFPS (or any portions of the NFPS, including NFPS Software and NFPS Hardware): (i) removes the Error or other Failure; (ii) otherwise establishes material conformity of the NFPS to the applicable Documentation, Contract Documents (including the Technical Specifications), warranties and the MTA's reasonable expectations; or (iii) constitutes a procedure or routine that, when observed in the regular operation of the NFPS, eliminates the adverse effect of the Error without loss of performance, function or feature.
138.	Excusable Delay	Delays which satisfy the criteria set forth in the Contract Documents, including Agreement Section 5.14.1 (Excusable, Non-Excusable, and Concurrent Delays).
139.	Excusable Delay Extension	An extension of time due to an Excusable Delay, as further defined in the Contract, including in Agreement Section 5.14.4 (MTA Determination of an Excusable Delay).
140.	Existing Structure	All real property, used, owned, or leased by the MTA Group in place on the Award Date or installed thereafter by other contractors, the City or Persons or firms employed by the MTA Group during the Term.

No.	Term	Definition
141.	Extended Customer Service Support	Services related to the Customer Call Center, as extended and further described in Technical Specifications Section 35.7 (Extended Customer Service Support).
142.	Extended Customer Service Support Fees	Fees payable to the SI in compensation for its provision of Extended Customer Support, as provided in Division 1G – Payment, Subsection 1.1(d) and as stipulated in Price Form F.
143.	Extended Hosting Services	Optional Hosting Services available to the MTA under the Contract Documents, including Technical Specifications Sections 35.1 (NFPS Extended Hosting Services) and 35.2 (Extended Web Portal Hosting Services).
144.	Extended-Use, Extended Use or EU	A type of Media that meets the criteria set out in Technical Specifications Section 18.2 (Extended Use Contactless Media).
145.	External	External to the NFPS, as determined by the NFPS Demarcation Points.
146.	External API	An API that interfaces two Software components, where at least one Software component is External to the NFPS.
147.	External Hardware Interface	A Hardware Interface that interfaces two hardware components, where at least one hardware component is External to the NFPS.
148.	External Interface Engine	An Interface Engine that interfaces two Software components, where at least one Software component is External to the NFPS.
149.	External System	Systems External to the base NFPS.
<b>F</b>		
150.	Factory Testing and Inspection	Has the meaning set out in the Contract Documents, including Technical Specifications Section 27 (Factory Testing and Inspection).
151.	Failure	Collectively: (i) a Deliverable Failure; (ii) a Services Failure; and (iii) other non-conformity with the Contract Documents.
152.	Fare Control Area or FCA	The area or areas of a subway station that contain: (i) the fare array; (ii) fare collection equipment; (iii) for staffed subway stations, a token booth terminal that allows the station agent to sell, reload, trade/combine or provide information on Media to customers; or (iv) some combination of all of the foregoing.
153.	Fare Control Area Local Area Network	The TCP/IP Ethernet based communications network connecting NFPS Hardware to the Fare Control Areas, including SIR's FCA, all as further described in the Contract Documents.
154.	Fare Data	Data related to fares, as collected via the NFPS, including NFPS components such as Bus Validators, Wayside Validator Machines, Subway Validators, Onboard Sales and Validation Devices, and CS POS Terminals, as further described in the Contract Documents.
155.	Fare Product	A category of transit pass, evidenced by the Media at issue, that provides a patron with specified access to the transit system. By way of example, and not limitation, the term "Fare Product" includes volume-based transit passes (such as single-ride tickets), time-based transit passes (such as one-day or one-week passes), stored value passes, and passes that permit participation in Special Programs.
156.	Faregate	The access control area of a station that provides a barrier to passage until a determination is made that the valid fare has been paid by a particular patron. Faregates include, for example, turnstiles, AutoGate entries/exits, and High Entry Exit Turnstiles.

No.	Term	Definition
157.	FCALAN	The Fare Control Area Local Area Network.
158.	Field Device	Collectively: (i) Bus Validators; (ii) Wayside Vending Machines; (iii) Subway Validators; (iv) Configurable Vending Machines; (v) CS Point of Sale Terminals; (vi) Revenue Facility Workstations; (vii) Smart Card Certification Workstations; (viii) OSVDs; (ix) Ticket Office Machines; and (x) other devices that are in the FCAs or station areas.
159.	Final Completion	The completion of all Work, including closeout of all punch list items, equipment removal, and delivery of any remaining NFPS Hardware, NFPS Software, tools, or other support systems, all as approved by the MTA and to the satisfaction of the Engineer, as further described in the Contract Documents. Unless otherwise provided in the Contract Documents, Final Completion will be deemed to occur one (1) year from Substantial Completion.
160.	Final Payment	The payment based on Final Completion, as specified in the Contract Documents, including Agreement Section 28.8 (Final Payment).
161.	Financial Clearing and Settlement System	The Software component of the NFPS Back Office, as further set out in Technical Specifications Section 21.6 (Financial Clearing & Settlement System).
162.	Financial Data	Data relating to fare payments, NFPS revenue, payment card data (including PANs), cardholder data, and similar Data, including Transit Account Data and Security-Sensitive Information.
163.	Firmware	A low-level Software control program for a device or system, and that may include monitoring and/or data manipulation functions for such device or system. Firmware is held in non-volatile memory devices such as read-only memory ("ROM"), erasable programmable read-only memory ("EPROM"), and flash memory.
164.	First-Call Maintenance	Has the meaning set out in Agreement Section 15.6 (NFPS Hardware Maintenance Obligations; Support Tiers).
165.	First Mutual Transportation Assurance Company or FMTAC	First Mutual Transportation Assurance Company, a New York State licensed captive insurance public benefit corporation of the MTA, and FMTAC's successors.
166.	Force Majeure Event	Has the meaning set out in Agreement Section 44.1 (Force Majeure Event Definition).
167.	Front Office CS POS Terminal	CS POS Terminals used for walk-up customer transactions, as further defined in Technical Specifications Section 17.1 (Customer Service Point of Sale Terminals).
168.	Frontend or Front-End	A type of device or Software application that is directly accessed by a user. The term includes Field Devices.
169.	FTA	The United States Department of Transportation, Federal Transit Administration.
170.	Functional Requirement	A Contract Document technical requirement that describes the required outcome or functionality without mandating the specific means to achieving such outcome or functionality (for example, "the SI shall provide functionality Z").
<b>G</b>		
171.	Generally Accepted Accounting Principles or GAAP	The generally accepted accounting principles in the United States set forth in the opinions and pronouncements of the Accounting Principles Board and the American Institute of Certified Public

No.	Term	Definition
		Accountants and statements and pronouncements of the Financial Accounting Standards Board, consistently applied.
172.	General Contract Provisions	General Contract Provisions are set out in the Agreement.
173.	General Orders and Related Services	The MTA's provision of: (i) work trains; (ii) diversions (also known as "General Orders"); and (iii) flagging occasions.
174.	Good Industry Practice	The exercise of the skill, care, due diligence, prudence, foresight, and judgment, in relation to any undertaking or any circumstances, that would be expected from an expert provider of services similar to the Services and an expert provider of deliverables similar to the Deliverables.
175.	Governmental Authority	Any territorial, state or local governmental authority, quasi-governmental authority, instrumentality, court, government, commission, tribunal, or organization or any regulatory, administrative or other agency, or any political or other subdivision, department or branch of any of the foregoing.
176.	Gross Sum Bid	The total of the items set forth in the Price Schedule.
177.	Guarantee Work	All Work required to be done by the SI to comply with the Warranties and Optional Support Services, including the SI's obligations under Agreement Section 13 (General Warranty Obligations).
<b>H</b>		
178.	Hardware or hardware	Hardware and equipment including, where applicable, (i) electronic and other components of such hardware and equipment and (ii) Software required for operation of such hardware and equipment.
179.	Hardware Interface	Any physical interface that enables two or more hardware components to interoperate or exchange information. It includes, for example and without limitation, the design of the plug and socket, the type, number and purpose of the wires, and the electrical signals that are passed across them.
180.	Hardware Security Modules	Hardware that safeguards and manages digital keys for strong authentication and provides crypto processing.
181.	Hardware Update	Upgrades, corrections, enhancements, and releases for NFPS Hardware (or any portion therein), subject to the obligations and limitations set out in the Contract Documents, including Agreement Section 15 (NFPS Hardware Warranties).
182.	Hardware Warranties	The warranties for NFPS Hardware, as set out in the Contract Documents, including Agreement Section 15 (NFPS Hardware Warranties).
183.	Hardware Warranty Period	The duration of the Hardware Warranties, as further specified in Agreement Section 15.1 (General Warranty Period).
184.	Hardware Warranty Response Time	That period of time within which the SI is obligated to repair or replace Hardware subject to a Failure, as provided in the Technical Specifications and in Agreement Section 15.5 (Hardware Warranty Response Times).
185.	HID card	A proximity Smart Card branded by HID Global that provides secure identity-based access control.
186.	Hosted Systems	All NFPS components that are resident on the Hosting System.
187.	Hosting Services	All hosting services described in the Contract Documents, including: (i) Website Hosting Services; (ii) Backend Hosting Services; and (iii) Extended Hosting Services.

No.	Term	Definition
188.	Hosting Services Period	The period of time during which the SI is obligated to provide Hosting Services in accordance with the Contract Documents, including Agreement Section 12.2 (Hosting Services Period). If the MTA elects to extend Hosting Services in accordance with the Contract Documents, including Technical Specifications Section 35.1 (NFPS Extended Hosting Services) and/or Section 35.2 (Extended Web Portal Hosting Services), then the term "Hosting Services Period" shall include the additional period of time specified for the extended Hosting Services.
189.	Hosting System	All hardware and Software used to provide the Hosting Services, as further set out in the Contract Documents.
<b>I</b>		
190.	Identified Linked NFPS Entities	Has the meaning set out in Technical Specifications Section 4.4.3 (Integration Services for Linked NFPS Entities and Ancillary MTA Group Entities).
191.	Idle Time	The idle time of the SI's Work Site Laborers caused by the delay or cancellation of a NFPS Agency-supplied service.
192.	Impact Costs	The equitable adjustment to which the SI may be entitled in accordance with the Contract Documents, as further defined in Agreement Section 5.16.2 (Criteria For Impact Costs).
193.	Include or including	The words "include" and "including" and words of like import used in the Contract Documents shall mean "including, but not limited to" and shall not be interpreted to indicate a finite set, unless otherwise explicitly stated.
194.	Ineligible Damages	All damages that may be available to a party other than direct damages, including: (i) consequential damages; (ii) lost profits; (iii) nominal damages; (iv) lost interest and prejudgment interest; (v) costs (including attorneys' fees, and financing costs); (vi) punitive damages; (vii) quantum meruit damages; (viii) expectancy damages; (ix) damages for destruction of a business; (x) loss of goodwill; (xi) reliance damages; (xii) incidental damages; (xiii) additional damages; and (xiv) continuing damages.
195.	Initial Applicable Review Period	The period specified for the MTA's review of a Recoverable Submission, as set out in Agreement Section 5.7.1 (Initial Applicable Review Period for Recoverable Submissions).
196.	Inspection and Testing Plans	The plans required in connection with Factory Testing and Inspection.
197.	Inspector	A representative of the Engineer designated by the Engineer to act as an inspector.
198.	Integration Services	Services integrating SI-provided Deliverables with (i) MTA-Provided Systems, other NFPS components, or the NFPS generally, or (ii) systems used by Linked NFPS Entities or Ancillary MTA Group Entities.
199.	Intellectual Property	Collectively: (i) patents; (ii) copyrights; (iii) trademarks; and (iv) trade secrets.
200.	Intellectual Property Rights	Rights under patent law, copyright law, trademark law, moral rights law, trade secret law and other similar law concerning proprietary rights (whether such rights are registered or unregistered).
201.	Intelligent Vehicle Network	Intelligent Vehicle Network® devices placed on buses typically used for CAD/AVL data gathering and communications. It is not currently used for CAD/AVL on MTA or NYCT buses; however, it is being utilized for vehicle health monitoring/reporting and vehicle regeneration on diesel buses.
202.	Interactive Voice Response System	Component of the NFPS Back Office Software that consists of an automated telephone system that allows patrons to receive information and initiate actions through the use of voice commands or touchtone input, as further described in the Contract Documents.

No.	Term	Definition
203.	Interface	Collectively: (i) Software Interfaces, and (ii) Hardware Interfaces.
204.	Interface Control Document or ICD	Has the same meaning as API Documentation.
205.	Interface Engine	A Software component that enables the interoperability or exchange of information between two other Software components. An Interface Engine may, for example and without limitation, translate output from a first Software component into input to a second Software component.
206.	Intermediate Milestone Date	The date for completion of an intermediate milestone set out in the Master Program Schedule. Such Intermediate Milestone Dates include dates for (i) those milestones set out in Division 1G – Payment, and (ii) the Beneficial Uses.
207.	Internal	Internal to the NFPS, as determined by the NFPS Demarcation Points.
208.	Internal API	An API that interfaces two Software components within the NFPS.
209.	Internal Hardware Interface	A Hardware Interface that interfaces two hardware components within the NFPS.
210.	Internal Interface Engine	An Interface Engine that interfaces two Software components within the NFPS.
211.	International Financial Reporting Standards or IFRS	The International Financial Reporting Standards as issued by the International Accounting Standards Board, consistently applied.
212.	International Mobile Equipment Identity	A 15- or 17-digit code that uniquely identifies mobile phone sets.
213.	Internet Protocol or IP	The communications protocol of the public Internet, many wide area networks (WANs), and most local area networks (LANs). The Internet Protocol (IP) is part of the TCP/IP protocol suite, and the terms "IP network" and "TCP/IP network" are synonymous.
214.	ISO 14443	International standard ("Identification Cards – Contactless Integrated Circuit(s) Cards – Proximity Cards") that defines Contactless proximity cards, including physical layer definition and transmission protocols.
215.	Issuer Identification Number or IIN	The first six (or more) digits of a credit or debit card number Primary Account Number that identify the institution (e.g., bank) that issued the card to the cardholder.
216.	IVN	The Intelligent Vehicle Network.
217.	IVR	The Interactive Voice Response System.
<b>J</b>		
218.	Joint Media	Media that is compatible with systems of more than one (1) entity within the MTA Group.
<b>K</b>		
219.	Key Performance Indicators	Performance requirements for Deliverables, Services, and the NFPS (including NFPS components), including those performance requirements set out in Technical Specifications Section 5.14 (Performance Requirements).



No.	Term	Definition
220.	KPIs	The Key Performance Indicators.
<b>L</b>		
221.	Legacy Equipment	Hardware and equipment, including MetroCard System hardware and equipment, MNR hardware and equipment, or LIRR hardware and equipment, existing prior to the Award Date that is used in connection with the operations of the NFPS Agencies.
222.	Legacy Media	Media used with Legacy Systems to pay fares, including the MetroCards currently in use by the NFPS Agencies.
223.	Legacy Software	Software, including MetroCard System Software and Central Support System Software, that was first used in connection with NFPS Agencies' operations prior to the Award Date.
224.	Legacy Systems	Collectively: (i) Legacy Equipment; (ii) Legacy Software; and (iii) Legacy Media.
225.	Lifecycle Maintenance	Those Field Preventative, Remedial, and Lifecycle Maintenance Services involving the scheduled retrofit or replacement of aging or obsolete components, based on part availability, regulatory compliance, and Good Industry Practice, and as otherwise set out in Technical Specifications Section 35.15.2 (Field Preventative and Lifecycle Maintenance).
226.	Limited-Use, Limited Use, or LU	A type of Media that meets the criteria set out in Technical Specifications Section 18.3 (Die-Cut Limited Use Contactless Media (LU-S Media)) and Section 18.4 (Roll Stock Limited Use Contactless Media (LU-R Media)).
227.	Limited-Use Roll Stock Media or LU-R Media	Limited-Use roll stock Media that meets the criteria set out in Technical Specifications Section 18.4 (Roll Stock Limited Use Contactless Media (LU-R Media)).
228.	Limited-Use Stacker Media or LU-S Media	Limited-Use stacker Media that meets the criteria set out in Technical Specifications Section 18.3 (Die-Cut Limited Use Contactless Media (LU-S Media)).
229.	Line Replaceable Unit or LRU	Equipment that can be quickly exchanged in the field, as opposed to in a maintenance facility, typically by only opening and closing fasteners, and disconnecting and connecting connectors. The term "Line Replaceable Unit" may include certain Lowest-Level Replaceable Units.
230.	Linked NFPS Entity	An entity that has entered into an agreement with the MTA Group regarding interoperability with the NFPS. The term "Linked NFPS Entity" expressly includes Identified Linked NFPS Entities and Additional Linked NFPS Entities.
231.	LIRR-Issued	Any type of Media, policy, instruction, or other information issued by LIRR in connection with the Contract Documents.
232.	LLRC	A Lowest-Level Replaceable Component.
233.	LLRU	A Lowest-Level Replaceable Unit.
234.	Long Island Rail Road or LIRR	The Long Island Rail Road Company, a public benefit corporation subsidiary of the MTA, and LIRR's successors.
235.	Lowest-Level Replaceable Component or LLRC	An individual component that meets all of the following criteria, the individual component (i) cannot be further disassembled without destroying it, and (ii) was either (a) procured from a Third Party, or (b) manufactured by the SI. Examples of Lowest-Level Replaceable Components include, for example, individual screws, wire and printer paper.

No.	Term	Definition
236.	Lowest-Level Replaceable Unit or LLRU	Equipment that is built from individual components, where the SI has either (i) procured the equipment from a Third Party, or (ii) manufactured the equipment itself or assembled the equipment itself using individual components.
<b>M</b>		
237.	Mail&Ride	Mail&Ride is a ticket-buying program that offers subscribers the convenience of automatically receiving their monthly MNR and LIRR Commutation Ticket by mail.
238.	Maintenance or Maintenance Services	Preparing and providing Error Corrections and Workarounds for the NFPS and related services. The term "Maintenance" expressly includes (i) Corrective Maintenance, and (ii) Preventative Maintenance.
239.	Maintenance Management System or MMS	The computerized system operated by a NFPS Agency that manages and tracks maintenance activity. The current MMS for NYCT is the Spear System, and the current MMS for MNR and LIRR is the Maximo System.
240.	Maintenance Standards	Standards for Maintenance set by the Contract Documents. The term "Maintenance Standards" includes (where applicable) (i) response times for reported Failures, and (ii) resolution times for Failures (whether such Failure is reported by the MTA Group, the SI or a Third Party).
241.	Manhattan and Bronx Surface Transit Operating Authority or MaBSTOA	Manhattan and Bronx Surface Transit Operating Authority, a public benefit corporation of NYCT, and MaBSTOA's successors.
242.	Manufacturing Documentation	Documentation and materials that support or relate to Product Manufacturing, including: (i) design documents; (ii) manufacturing processes, specifications, and production line processes and procedures; (iii) tooling information; (iv) formulations; (v) testing processes, scripts, parameters, intended results, and other testing information; (vi) quality requirements and quality assurance procedures; (vii) standard operating procedures; (viii) supplier information and supply chain management information; and (ix) bills of material (BOMs), and other, similar material.
243.	Master Program Schedule	The schedule of Work, including all tasks, activities, milestones, Deliverables, and Services, as further described in the Contract Documents, including Technical Specifications Section 25.1.3 (Master Program Schedule).
244.	Mean Cycles Between Failures or MCBF	A measure of device reliability calculated by dividing the total number of Patron Cycles by the total number of Chargeable Failures. This is a measure applied across all devices of a similar function to calculate an average for that type of device over the period of measurement.
245.	Media	The physical means by which a patron: (i) communicates information with the NFPS, MetroCard System, MNR systems, LIRR systems, or other NFPS Agency systems; (ii) stores information from the NFPS, MetroCard System, MNR systems including CSS and eTix, LIRR systems including CSS and eTix, or other NFPS Agency systems; or (iii) executes a transaction with the NFPS, MetroCard System, MNR systems including CSS and eTix, LIRR systems including CSS and eTix, or other NFPS Agency systems.
246.	Merchant Acquirer	A bank or financial institution that processes (with or without the assistance of a payment processor) credit or debit card payments on behalf of a merchant.
247.	MetroCard	The existing Closed-Loop Media used in the MetroCard System, as further described in the Contract Documents. The term "MetroCard" includes, without limitation, EasyPay, One- and Two-trip, Premium TransitChek, Joint Commuter Rail ticket with an Unlimited Monthly MetroCard Pass, Reduced Fare Round Trip MetroCards, security access, employee passes, and school passes.

No.	Term	Definition
248.	MetroCard Affiliate	Has the meaning set out in Technical Specifications Section 3 (Existing System Description).
249.	MetroCard Express Machine or MEM	An express vending machine that accepts EBT, credit, and debit cards only for purchasing or loading value on to a MetroCard, and that is smaller in size than a MVM.
250.	MetroCard System	The MTA Group's existing fare payment system, as further described in the Contract Documents.
251.	MetroCard Vending Machine or MVM	A full-featured vending machine that accepts cash, EBT, credit, and debit cards for purchasing or loading value on to a MetroCard.
252.	Metro-North Railroad, Metro-North, or MNR	Metro-North Commuter Railroad Company, a public benefit corporation subsidiary of the MTA, and MNR's successors.
253.	Metropolitan Transportation Authority or MTA	Metropolitan Transportation Authority, a New York public authority and public benefit corporation established pursuant to Title 11 of Article 5 of the Public Authorities Law of the State of New York, and the MTA's successors.
254.	MIFARE	Family of Contactless chips manufactured by the NXP Corporation for use in Contactless Smart Cards.
255.	Miscellaneous and Incidental Work	The protection, support, and maintenance of all structures, whether owned by the MTA Group or any other Person or entity, with their appurtenances and connections as the same may be affected by the SI's performance of the Work; and prompt reconstruction and restoration of all structures which are damaged thereby to at least as good a condition as existed before the construction was begun.
256.	MNR-Issued	Any type of Media, policy, instruction, or other information issued by MNR in connection with the Contract Documents.
257.	Mobile Equipment Identifier	A globally unique number identifying a physical piece of CDMA2000 mobile station equipment.
258.	Mobile Sales Fleet	The collection of Mobile Sales Units.
259.	Mobile Sales Unit	A vehicle that operates as a mobile station booth, as further described in the Contract Documents, including Technical Specifications Section 3.1.4.2 (Mobile Sales Unit).
260.	Mobile Ticket	Fare Media that can be purchased and validated using mobile phones or other handheld electronic devices.
261.	Mobile Website	The form of the Customer Website that is optimized for mobile use, as described in the Contract Documents, including Technical Specifications Section 22.2.6 (Mobile-Optimized Website).
262.	Modular Programming	A Software development method designed to create Software that is comprised of separate, interchangeable components or "modules." Each module accomplishes at least one function and contains all code necessary to accomplish this function. A modular structure enforces logical boundaries between a Software program's components, and allows efficient "swapping" of one module with improved or different modules, with no or a minimum of programming effort. Among other benefits, this feature of Module Programming improves program maintainability, and generally reduces the costs of such maintenance. Modules are generally incorporated into the program through Interfaces (APIs), with the API expressing the elements that are provided and required by the module.
263.	MPS Update	An update to the Master Program Schedule by the SI, as provided in the Contract Documents.

No.	Term	Definition
264.	MTA Bus Company	MTA Bus Company, a public benefit corporation subsidiary of the MTA, and MTA Bus Company's successors.
265.	MTA Capital Construction Company or MTACC	MTA Capital Construction Company, a public benefit corporation subsidiary of the MTA, and MTACC's successors.
266.	MTA eTix	The MTA mobile ticketing application currently in use by MNR and LIRR.
267.	MTA Group	Collectively: (i) the MTA and its subsidiaries, including LIRR, MNR, SIRTOA, MTA Bus Company, MTACC, FMTAC, and all future subsidiaries of the MTA; (ii) NYCT and its subsidiary, MTA BOSTA, and all future subsidiaries of NYCT; (iii) TBTA; and (iv) all other entities which may in the future be Affiliates of any entity identified in (i), (ii), or (iii) of this sentence.
268.	MTA-Issued	Any type of Media, policy, instruction, or other information issued by the MTA in connection with the Contract Documents.
269.	MTA Non-Disclosure Agreement	The MTA template non-disclosure agreement included in the Contract Documents.
270.	MTA-Provided Interface Engines	Those Interface Engines licensed to the SI by the MTA.
271.	MTA-Provided Systems	Collectively: (i) MTA Residual Systems, and (ii) New MTA-Provided Systems.
272.	MTA Residual Systems	Those Legacy Systems, or components of such Legacy Systems, that the SI incorporates into the NFPS.
273.	MTA-Substituted Product Warranties	Warranties for Qualified MTA-Substituted Products that have been transferred to the SI in accordance with the Contract Documents, including Agreement Section 3.2.2.3 (MTA-Substituted Product Warranties).
274.	MTA Technical Dispute Resolution Officer	The MTA Group employee holding the job title <i>Director, MTA Fare Payment Programs</i> .
275.	MVM	MetroCard Vending Machine.
<b>N</b>		
276.	Near Field Communication or NFC	Wireless communication standard that defines communications between mobile devices such as smartphones, and includes the use of secure memory to store data on devices, all as based on communications standards such as ISO 14443.
277.	Negative List	A list of Media identified as invalid for use.
278.	New Fare Payment System	The NFPS.
279.	New MTA-Provided External Components	Any hardware or Software component that does not constitute a Legacy System and that: (i) is used in connection with MTA Group operations; (ii) is External to the NFPS; and (iii) is provided by the MTA Group. By way of example, and not limitation, an External Software component directly sourced by the MTA Group (not through the SI) to replace an existing Software component External to the then-current NFPS Software (or otherwise augment the NFPS Software) that interacts with other

No.	Term	Definition
		components within the NFPS using External APIs constitutes a New MTA-Provided External Component. The term "New MTA-Provided External Components" includes corrections, patches, revisions, enhancements, and improvements thereto, subject to the obligations and limitations set out in the Contract Documents, including Agreement Section 15 (NFPS Hardware Warranties) and Section 19 (Technical and Software Support Services). Moreover, as applicable under Agreement Section 3.2 (MTA Substitution Rights and Rights to Add), the term "New MTA-Provided External Components" also includes Qualified MTA-Substituted Products.
280.	New MTA-Provided Internal NFPS Components	Any hardware or Software component that does not constitute a Legacy System and that is: (i) provided by the MTA Group, and (ii) intended for use within the NFPS, as determined by the NFPS Demarcation Points. By way of example, and not limitation, a Software component directly sourced by the MTA Group (not through the SI) to replace an existing Software component within the then-current NFPS Software (or otherwise augment the NFPS Software) that interacts with other components within the NFPS using Internal APIs constitutes a New MTA-Provided Internal NFPS Component. The term "New MTA-Provided Internal NFPS Components" includes corrections, patches, revisions, enhancements, and improvements thereto, subject to the obligations and limitations set out in the Contract Documents, including Agreement Section 15 (NFPS Hardware Warranties) and Section 19 (Technical and Software Support Services). For the avoidance of doubt, the term "New MTA-Provided Internal NFPS Components" includes Contract Equipment (where applicable). Moreover, as applicable under Agreement Section 3.2 (MTA Substitution Rights and Rights to Add), the term "New MTA-Provided Internal NFPS Components" also includes Qualified MTA-Substituted Products.
281.	New MTA-Provided Systems	Collectively: (i) New MTA-Provided External Components, and (ii) New MTA-Provided Internal NFPS Components.
282.	New York City Transit Authority, NYCT, or NYCTA	New York City Transit Authority, a New York public authority and public benefit corporation established pursuant to Title 9 of Article 11 of the Public Authorities Law of the State of New York, and NYCT's successors.
283.	NFPS	The new fare payment system comprised of the NFPS Software, NFPS Hardware, NFPS Interfaces, NFPS Documentation, and all other components to be provided pursuant to the Contract Documents.
284.	NFPS Account	As the context permits: (i) a Transit Account; (ii) a Customer Account; or (iii) both a Transit Account and a Customer Account.
285.	NFPS Agencies	Anyone or combination of the MTA, NYCT, LIRR, MNR, MaBSTOA, SIRTOA, and MTA Bus Company.
286.	NFPS Agency-Issued	Any type of Media, policy, instruction, or other information issued by any NFPS Agency in connection with the Contract Documents.
287.	NFPS Back Office	The system that supports the operations and maintenance of backend accounts and Frontend devices, and that supports specified functions tied to the NFPS Backend, all as further described in the Contract Documents, including Technical Specifications Section 21 (NFPS Back Office). The NFPS Back Office includes (i) the NFPS Back Office Hardware, and (ii) the NFPS Back Office Software.
288.	NFPS Back Office Hardware	Those portions of the NFPS Hardware used to host the NFPS Back Office Software.
289.	NFPS Back Office Software	The NFPS Software modules that implement the NFPS Back Office.
290.	NFPS Backend	Collectively: (i) NFPS Backend Software, and (ii) NFPS Backend Hardware.
291.	NFPS Backend Hardware	Those portions of the NFPS Hardware used to host the NFPS Backend Software.

No.	Term	Definition
292.	NFPS Backend Software	The centralized processing Software system for fare collection comprised of the Account-Based Transaction Processor, key Software configurations, fare management tools, and the operational production databases containing usage and sales data, as further set out in the Contract Documents (including Technical Specifications Section 20 (NFPS Backend)).
293.	NFPS Customer-Facing Application Hardware	Hardware used to host the NFPS Customer-Facing Applications.
294.	NFPS Customer-Facing Applications	Collectively: (i) the NFPS Website; (ii) the B2B Portal; and (iii) the NFPS Mobile Application.
295.	NFPS Data	Collectively: (i) Fare Data; (ii) Financial Data; (iii) Customer Data; (iv) Device Management Data; (v) Transaction Data; (vi) NFPS Data Output; (vii) any Data concerning the MTA Group that the SI receives or otherwise has access to in connection with the Contract Documents; and (viii) all other Data, including Data input into, processed or stored by, or output from the NFPS. The term "NFPS Data" includes Confidential Information as applicable, and includes any data or information derived from such NFPS Data, whether through de-identification, data mining, analytics, aggregating, profiling, or other techniques that analyze, augment, or otherwise manipulate such Data and all NFPS Data Output.
296.	NFPS Data Output	The output generated by the NFPS based on any Data input into the NFPS. By way of clarification, and not limitation, the term NFPS Data Output includes all tables, database schema, reports, charts, analytics, and statistical analyses generated by the NFPS.
297.	NFPS Demarcation Point	The Demarcation Point or Demarcation Points between (i) the NFPS, and (ii) networks external to the NFPS (including those networks operated by or on behalf of the MTA Group), and Software, hardware, devices, equipment, cabling, or other materials, features, or functions external to the NFPS. Applicable NFPS Demarcation Points are defined in the Technical Specifications.
298.	NFPS Documentation	The Documentation that the SI is obligated to provide to the MTA Group pursuant to the Contract Documents including, but not limited to: (i) Design Documentation; (ii) Software Documentation; (iii) QA Documentation; (iv) Training Documentation; (v) Test Documentation; and (vi) API Documentation.
299.	NFPS Documentation Updates	Corrections, patches, revisions, enhancements, and improvements to the NFPS Documentation, subject to the obligations and limitations set out in the Contract Documents, including Agreement Section 19 (Technical and Software Support Services).
300.	NFPS Equipment	Equipment consisting of: (i) the NFPS SI-Sourced Equipment; (ii) MTA Residual Systems; (iii) New MTA-Provided Systems; and (iv) all associated NFPS Hardware Interfaces.
301.	NFPS Equipment Documentation	Illustrations, standard schedules, performance charts, instructions, brochures, diagrams, warnings, and other information that illustrates or explains the fabrication, assembly, installation, maintenance, or operation of NFPS Equipment. The term "NFPS Equipment Documentation" includes all revisions and updates to the same, subject to the obligations and limitations set out in the Contract Documents, including Agreement Section 19 (Technical and Software Support Services).
302.	NFPS Equipment Software	All Software included within the NFPS Equipment including, by way of example and not limitation, Firmware, graphical user interfaces and other Software necessary to provide the required functionality set out in the Contract Documents. The term NFPS Equipment Software expressly includes all Software Updates to the same.
303.	NFPS Hardware	Collectively: (i) NFPS Equipment; (ii) NFPS Hosting Hardware; (iii) all NFPS Hardware Interfaces; and (vi) all other hardware and equipment set out in the Technical Specifications. As applicable under Agreement Section 3.2 (MTA Substitution Rights and Rights to Add), the term "NFPS Hardware" also

No.	Term	Definition
		includes Qualified MTA-Substituted Products. The term "NFPS Hardware" expressly excludes OSVD Hardware.
304.	NFPS Hardware Interfaces	All Hardware Interfaces that are required pursuant to the Contract Documents, including those detailed in Technical Specifications Section 6.4 (Application Programming Interfaces). The term "NFPS Hardware Interfaces" includes: (i) those Hardware Interfaces associated with NFPS SI-Sourced Equipment; (ii) where applicable, those Hardware Interfaces associated with MTA-Provided Systems; and (iii) corrections, patches, revisions, enhancements, and improvements to NFPS Hardware Interfaces, subject to the obligations and limitations set out in the Contract Documents, including Agreement Section 19 (Technical and Software Support Services).
305.	NFPS Hosting Hardware	Collectively: (i) NFPS Backend Hardware; (ii) NFPS Back Office Hardware; and (iii) NFPS Customer-Facing Application Hardware.
306.	NFPS Interfaces	Collectively: (i) NFPS Hardware Interfaces, and (ii) NFPS Software Interfaces.
307.	NFPS Media	Media capable of interacting with the NFPS in order to pay fares, including: (i) NFPS Agency-Issued Media; (ii) Third Party-Issued Media (including Open Payment Media); and (iii) Other NFPS Media.
308.	NFPS Mobile Application	Application Software that is executed on a mobile phone, or other mobile computing device that interfaces with the NFPS, as further defined in the Contract Documents, including Technical Specifications Section 23.1 (NFPS Mobile Applications).
309.	NFPS SI-Sourced Equipment	All equipment, hardware, spare parts and components that the SI is obligated to provide pursuant to the Contract Documents, including: (i) NFPS Equipment that the SI is obligated to provide pursuant to the Contract Documents; (ii) NFPS Hosting Hardware that the SI is obligated to provide pursuant to the Contract Documents; (iii) Contract Equipment that the SI is obligated to provide pursuant to the Contract Documents; and (iv) Hardware Updates and Software Updates to such NFPS Equipment, NFPS Hosting Hardware, and Contract Equipment that the SI is obligated to provide pursuant to the Contract Documents. As applicable under Agreement Section 3.2 (MTA Substitution Rights and Rights to Add), the term "NFPS SI-Sourced Equipment" also includes Qualified MTA-Substituted Products, SI-Developed Hardware and SI-Commissioned Hardware.
310.	NFPS Software	All Software that is specified in the Contract Documents. By way of clarification, and not limitation, the term "NFPS Software" expressly includes: (i) NFPS Backend Software; (ii) NFPS Back Office Software; (iii) NFPS Equipment Software; (iv) NFPS Customer-Facing Applications; (v) SI Software; (vi) Third Party Software; (vii) Software associated with New MTA-Provided Systems; (viii) all NFPS Software Interfaces; and (ix) applicable Qualified MTA-Substituted Products. The term "NFPS Software" expressly includes all Software Updates to the same.
311.	NFPS Software Interfaces	All Software Interfaces that the SI is required to provide pursuant to the Contract Documents, including those detailed in Technical Specifications Section 6.4 (Application Programming Interfaces). The term "NFPS Software Interfaces" expressly includes all Software Updates to the same.
312.	NFPS Validators	Collectively: (i) Bus Validators; (ii) Subway Validators; and (iii) Wayside Validator Machines.
313.	NFPS Websites	As the context permits: (i) the B2B Portal; (ii) the Customer Website; (iii) the Mobile Website; or (iv) some combination of all of the above.
314.	Non-Chargeable Failure	A malfunction caused by a condition external to the system component at issue, where that condition meets each of the following criteria: the condition (i) is not a functional, environmental, or test requirement in the Technical Specifications; (ii) is not expected to be encountered during normal and correct operation of the system components in Revenue Service; and (iii) exceeds the Technical Specifications' requirements, as further described in the Contract Documents, including Technical Specifications Section 30.4.2 (Non-Chargeable Failure).

No.	Term	Definition
315.	Non-Excusable Delay	A delay other than an Excusable Delay, as further set out in Agreement Section 5.14.1 (Excusable, Non-Excusable, and Concurrent Delays).
316.	Non-Volatile Memory	Memory or storage that is able to save records or information even without power, typically used for secondary or long-term storage.
317.	Notice	Any notice, direction, or similar communication. To be effective, a notice must meet applicable criteria specified in the Contract Documents, including the form and method of delivery required for the notice at issue, and as further set out in the Contract Documents.
318.	Notice of Award	The document that appraises the SI that the Contract Documents have been awarded by the MTA to the SI and that the Contract Documents are in full force and effect.
319.	Notice to Proceed or NTP	The date set out in the Notice of Award upon which the SI is to commence performing the Work.
320.	NYCT-Issued	Any type of Media, policy, instruction, or other information issued by NYCT in connection with the Contract Documents.
<b>O</b>		
321.	Object Code	The output in binary form of a translation of computer programming Source Code.
322.	OEM	An Original Equipment Manufacturer.
323.	Onboard Sales and Validation Device or OSVD	A handheld device used by MNR and LIRR for sale and validation of tickets.
324.	Onboard Ticket Issue Machine	A handheld device which will be used to sell tickets by LIRR conductors.
325.	Open Architecture	A system architecture (i) that allows adding, upgrading, and swapping functionally equivalent components from multiple vendors, without requiring custom development efforts for their integration, and (ii) where data exchange and format are based on Open Standards allowing for interoperability between equipment and systems from different vendors. Among other features, in an Open Architecture system, (1) Software Interfaces are through well-defined APIs; (2) hardware Interfaces use standard connectors or third party connectors available through multiple vendors; and (3) no proprietary hardware or Software is implemented that would restrict additions, upgrades, or substitutions.
326.	Open Payment	A type of electronic payment that is based on published, industry-defined standards and protocols.
327.	Open Payment Media	Smart Media that is Open Payment.
328.	Open Source Software	Software that is publicly distributed (or otherwise made publicly available) in Source Code format, under a freeware, shareware or public library license or similar licensing or distribution model, including licenses such as the GNU General Public License, GNU Lesser General Public License, Affero General Public License, Mozilla Public License, BSD licenses, Artistic License, Apache License, and other, similar open source software licenses.
329.	Open Standards	A system that leverages industry standards that define data formats and protocols for communications, payment processing and security (e.g., ISO 14443, 802.11, Visa payWave, and PCI-DSS) rather than proprietary formats and protocols.



No.	Term	Definition
330.	Open System	A system that embodies Open Architecture, as further described in the Contract Documents.
331.	Open-Loop	A type of transaction, account, system, Media, or other entity whereby the entity functions within a designated system (such as the NFPS) and interfaces with one or more systems external to such designated system based on Open Standards.
332.	Open-Loop System	A system that is Open-Loop.
333.	Open-Loop Transit Account	A Transit Account that is Open-Loop.
334.	Operating System or Operating System Software	System Software that manages hardware and Software resources and provides common services for Application Software.
335.	Option	The right of the MTA, in its discretion, to select an Optional Service (on behalf of either itself or other NFPS Agencies).
336.	Optional Maintenance Term	Has the meaning set out in Technical Specifications Section 35.15 (MNR and LIRR Field Preventative, Remedial, and Lifecycle Maintenance Services).
337.	Optional Services	Those additional Services that the MTA may elect to have the SI perform, as further set out in the Contract Documents.
338.	Optional Spares Term	Has the meaning set out in Technical Specifications Section 35.14 (MNR and LIRR NFPS Equipment Spare Parts and Modules Service and Repair).
339.	Optional Support Services	Those services that the SI is required to provide if the MTA exercises either Options set out in Technical Specifications Section 35.14 (MNR and LIRR NFPS Equipment Spare Parts and Modules Service and Repair) and Section 35.15 (MNR and LIRR Field Preventative, Remedial, and Lifecycle Maintenance Services), including Field Preventative, Remedial, and Lifecycle Maintenance Services.
340.	Optional Support Term	Means any combination of (i) the Optional Maintenance Term, and (ii) the Optional Spares Term.
341.	Original Equipment Manufacturer	A manufacturer that makes a part or subsystem used in another company's end product.
342.	OSVD Hardware	Has the meaning set out in Technical Specifications Section 23.2 (Onboard Sales and Validation Devices).
343.	OSVD Software	Has the meaning set out in Technical Specifications Section 23.2 (Onboard Sales and Validation Devices).
344.	Other NFPS Media	All Media other than Smart Media that interacts with the NFPS in order to make a fare payment.
345.	Other Regional Agencies	The agencies and transit authorities so identified in the Contract Documents including in Technical Specifications Section 4.4.2 (Linked NFPS Entities).
<b>P</b>		
346.	Paper Media	Non-electronic paper Media, as further described in Technical Specifications Section 8.2.6 (Paper Media).

No.	Term	Definition
347.	Patron Cycles	A measure of usage of a device in a production environment. Patron Cycles will be defined for each type of device use case.
348.	Patron Display	The device that provides NFPS patrons with instructions concerning applicable transactions and other information, as further described in the Contract Documents, including Technical Specifications Section 15.3 (Patron Interface) and Technical Specifications Section 16.6.2 (CVM Patron Display).
349.	Payment Application	An application that connects to the MTA's payment processor and card association networks, as defined in Technical Specifications Section 21.7 (Payment Application).
350.	Payment Card Data	Any Data, including Payment Data and Customer Data, that relates to a bank-issued credit or debit card, or is otherwise addressed and protected by the PCI-DSS.
351.	Payment Data	Any payment data used to pay for fares or add value to Media.
352.	Payment Processor	An entity that handles payment card transaction authorizations and routes a transaction from a point of sale to the payment card network.
353.	PCI Standards	Standards issued by the Payment Card Industry Security Standards Council, including PCI-DSS and PA-DSS.
354.	PCI-DSS	The Payment Card Industry-Data Security Standard and updates to such Standard, subject to the obligations and limitations set out in the Contract Documents, including Agreement Section 19 (Technical and Software Support Services).
355.	Performance Requirements	Requirements for performance, Reliability, availability, and quality of the NFPS, NFPS components, Deliverables, and Services, as further described in the Contract Documents. The term "Performance Requirements" includes KPIs and Service Level Requirements.
356.	Person	An individual, a partnership, a corporation, a limited liability company, an association, a joint stock company, a trust, a joint venture, an unincorporated organization, any other business entity, or a Governmental Authority (or any department, agency or political subdivision thereof). For the avoidance of doubt, the terms "customer" and "patron" are to be read to include all Persons.
357.	Personally Identifiable Information	Information that could be used: (i) to identify a unique natural person; (ii) to authenticate such natural person; or (iii) to commit identity theft or impersonation. By way of example, and not limitation, Personally Identifiable Information includes a natural person's: (a) Social Security number; (b) Passport number; (c) financial information (including cardholder data); (d) driver's license number or state-issued identification card number; and (e) other identifying or identifiable information as defined by State Law.
358.	Photo ID Module	Software that provides an interface with NYCT's I-Vault System to provide a data feed of unique identifiers for employee pass holders (including, but not limited to, ID card serial number, card status, expiration date, picture, and employee ID number). The Photo ID Module will also provide a data feed of relevant serial numbers to Lenel for regulating security access to NYCT facilities.
359.	Photo Identification Card System or PIC System	A system containing information on MTA Group employees and customers using photo ID MetroCards.
360.	PII	Personally Identifiable Information.
361.	Pilot Test	A pilot test designed to exercise all or some NFPS Fare Products, policies and/or functions as further described in the Contract Documents, including Technical Specifications Section 30.3 (Pilot Testing).

No.	Term	Definition
362.	Point of Sale (POS) System	A manned terminal used for the sale of Media and/or loading of stored value to Media.
363.	Point-to-Point Encryption or P2PE	A combination of secure devices, Application Software and processes that encrypt Data from the point of entry payment card interaction until the data reaches the NFPS Payment Processor.
364.	POP	Proof-of-payment.
365.	Portable CS POS Terminals	CS POS Terminals configured for portable use, as further defined in the Contract Documents, including Technical Specifications Section 17.1 (Customer Service Point of Sale Terminals).
366.	Positive List	List of Media that is allowed for immediate use, without pre-authorization or account verification.
367.	Post-Installation Testing and System Acceptance	Testing and acceptance procedures, after installation of the NFPS, to test and demonstrate whether the NFPS is complete and in a form for Revenue Service, as determined by the MTA, including system integration testing, API testing and certification, pilot testing, and Revenue Service Acceptance Testing, all as further described in the Contract Documents, including Technical Specifications Section 30 (Post-Installation Testing and System Acceptance).
368.	Post-Warranty Support Period	The period following the conclusion of the Warranty Period during which the SI is required to provide Maintenance Services and other support.
369.	Prescriptive Requirement	A Contract Document technical requirement that describes with particularity the specific means by which the NFPS, or a portion thereof, is to achieve the desired outcome or functionality (for example, "the SI shall provide X and Y in order to obtain functionality Z").
370.	Preventative Maintenance	Performing periodic, scheduled procedures to ensure that the NFPS meets applicable Reliability Standards and availability targets.
371.	Preventative, Remedial, and Lifecycle Maintenance Services	Has the meaning set out in Technical Specifications Section 35 (Options).
372.	Primary Account Number or PAN	The account number used to access a bank-administered credit or debit account. This number is embossed on the front of the customer's bank card, and is usually the number transmitted when a Contactless Bank Card is used for payment.
373.	Product Manufacturing	Activities and undertakings that relate to: (i) the development of hardware, equipment, devices, products, and/or components thereof (including associated Software and Firmware) (collectively, "Products"); (ii) the testing of Products; (iii) the improvement of Products; (iv) the manufacture of Products; (v) the repair, correction, and troubleshooting of Products; (vi) the maintenance of Products; or (vii) some combination, or all, of the above.
374.	Progress Payment	The periodic payment to be made to the SI by the MTA in accordance with the Contract Documents.
375.	Project	Has the same meaning as the term "Work."
376.	Project Site	A Work Site.
377.	Proof-of-payment	Fare collection concept where access to transit service is not restricted and patrons are required to show valid Media or a receipt to authorities when inspected. Failure to present valid Media usually results in a fine.

No.	Term	Definition
378.	Proprietary Manufacturing Documentation	Manufacturing Documentation that meets each of the following criteria: the Manufacturing Documentation (i) is proprietary to the SI or otherwise embodies an Intellectual Property Right owned by the SI or licensed by a Third Party to the SI, and (ii) relates to NFPS SI-Sourced Equipment. The term "Proprietary Manufacturing Documentation" includes revisions and updates to such Proprietary Manufacturing Documentation to account for Hardware Updates relating to NFPS SI-Sourced Equipment, subject to the obligations and limitations on such Hardware Updates set out in the Contract Documents, including Agreement Section 19 (Technical and Software Support Services).
379.	Public Information Office	The LIRR office that handles LIRR customer service calls.
380.	Punch List Work	Minor defects or omissions identified by the Engineer in determining that the Work is Substantially Complete, which are to be completed prior to Final Completion of the Work, as further described in the Contract Documents.
<b>Q</b>		
381.	QA Documentation	Documentation relating to: (i) manufacturing, Software, and hardware development methods and operations; (ii) testing and examination to confirm Quality Assurance; (iii) Reliability Standards, Availability Standards, and Maintenance Standards; (iv) fabrication and delivery of Deliverables, to ensure that only Conforming Deliverables are provided to the MTA; and (v) procedures and processes for Services to ensure that they meet the applicable performance requirements, including KPIs. The term "QA Documentation" includes all revisions and updates to the same, subject to the obligations and limitations set out in the Contract Documents, including Agreement Section 19 (Technical and Software Support Services).
382.	Qualified MTA-Substituted Products	Collectively: (i) Substitution Products; (ii) Verified Additional Products; and (iii) Change-Order Additional Products.
383.	Quality Assurance or QA	A program of planned and systematic actions that provide a adequate confidence that all activities affecting quality have been accomplished in accordance with governing codes, standards, and contract requirements. QA oversight of activities affecting quality is accomplished through field manufacturing facility and development environment surveillance, audits, or other documented measures conducted to verify that requirements have been met.
<b>R</b>		
384.	Railroad	The commuter transit facilities of the MTA Group, including all appurtenances, rolling stock and equipment.
385.	Reader	A hardware component that reads specified Data from Media.
386.	Reasonable Workaround	A Workaround that does not decrease the general utility of a system or system component.
387.	Recoverable Lost-Time Costs	The costs the SI is entitled to recover for a delay in or cancellation of General Orders and Related Services, under the conditions set out in Agreement Section 5.9 (Delay or Cancellation of General Orders and Related Services; Recoverable Lost-Time Costs).
388.	Recoverable Submission	Those Submissions that are expressly identified in the table included in Agreement Section 5.7.1 (Initial Applicable Review Period for Recoverable Submissions).
389.	Reliability or Reliability Standard	A measure of the performance of a specified function with respect to its processing accuracy, the integrity of its output, and other metrics, all as further set out in the KPIs and other Performance Requirements. By way of example, the term "Reliability Standard" includes MCBF requirements.

No.	Term	Definition
390.	Remaining Work	Work that is to be completed after Substantial Completion, as further set forth in the Contract Documents. The term "Remaining Work" includes Punch List Work.
391.	Remittance Machine	Machines that allow MNR and LIRR train crews to turn in their sales and collections.
392.	Resubmitted Recoverable Submission	Has the meaning set out in Agreement Section 5.7.6 (MTA Review Periods Following an Initial Review).
393.	Retail Merchant	A retail merchant authorized to sell MTA Group Media.
394.	Retail Merchant Locations	Retail outlets where patrons can purchase and reload designated Media, as further described in the Contract Documents, including Technical Specifications Section 35.3 (Retail Point of Sale Network).
395.	Retail Point of Sale Network or Retail POS Network	The network of Retail Merchant Locations, as further described in the Contract Documents, including Technical Specifications Section 35.3 (Retail Point of Sale Network).
396.	Retained Percentage	The amount of additional security for the faithful performance of the Contract, as set out in Agreement Section 29.2 (Retained Percentage).
397.	Revenue Facility	MNR and LIRR facilities (cash processing facilities (i) at Grand Central Terminal and North White Plains for MNR, and (ii) at Hillside, Penn Station, and Bethpage for LIRR) that are responsible for (among other functions) processing payments and operating the Cash Settlement System, as further described in the Contract Documents, including Technical Specifications Section 3.2.5.2 (Revenue and Reconciliation). The term Revenue Facility expressly includes the Consolidated Revenue Facility.
398.	Revenue Facility Workstation	A configurable workstation to receive and track cash boxes that are transported to the Revenue Facilities from field locations, as further described in the Contract Documents, including Technical Specifications Section 28.3 (Revenue Facility (RF) Workstation).
399.	Revenue Service	Use of a system (including all specified system components) in a production environment, after such system has passed all applicable acceptance testing, as further described in the Contract Documents, including Technical Specifications Section 5.2 (Prior Service Performance).
400.	Revenue Service Acceptance Testing	Testing to verify that the NFPS (including all NFPS components) satisfies the MTA's requirements for reliability, system accuracy, and availability and is ready for Revenue Service, all as further described in the Contract Documents, including Technical Specifications Section 30.4 (Revenue Service Acceptance Testing).
401.	Review and Approval or review and approval	The MTA's review and approval, or rejection, of a Deliverable submitted by the SI, as provided under the Contract Documents.
402.	RF Workstation	A Revenue Facility Workstation.
403.	Risk Mitigation	Collectively: (i) the identification, assessment, and prioritization of risks, including (a) the risk of intermittent or unreliable NFPS communications; (b) the risk of Media and other NFPS-related fraud; (c) inaccurate Transit Account information; and (d) other risks as necessary; and (ii) associated Risk Mitigation techniques, as further described in the Contract Documents, including Technical Specifications Section 6.1.4 (Risk Mitigation Techniques).
<b>S</b>		
404.	SBS	Select Bus Service.

No.	Term	Definition
405.	Security Incident	Collectively: (i) unauthorized access to NFPS Data (including Personally Identifiable Information and Security Sensitive Information); (ii) a threat of unauthorized access to Security Sensitive Information; and (iii) unauthorized access or a threat of unauthorized access to the NFPS, including those that would allow diversion or misappropriation of fare revenue or Smart Media stored value.
406.	Security Standards	Requirements relating to technical, physical, and administrative protections and controls for the NFPS, NFPS components, and NFPS Data, including those relating to system security, confidentiality, integrity, and access, as further described in the Contract Documents, including Technical Specifications Section 5.7 (System Security).
407.	Security-Sensitive Information or Security Sensitive Information	Data that is capable of compromising the financial security or integrity of the NFPS, including: (i) information that would allow an individual to duplicate, skim, or counterfeit Media or NFPS Accounts; (ii) information that would allow an individual to overcome locking features or interlocks intended to prevent access to revenue; and (iii) other information that would allow an individual to divert revenue, whether electronic or cash, from the system, without such diversion becoming evident to the MTA Group through normal reporting by the NFPS, all as further described in the Contract Documents, including Technical Specifications Section 5.7 (System Security).
408.	Select Bus Service	NYCT's brand name for its bus rapid transit service. On many SBS routes, such rapid transit is accomplished by allowing passengers to pay fares using wayside machines prior to boarding using either MetroCard or coins and allowing all-door boarding.
409.	Server and Network Management Services	Production, network, monitoring, and other support services as further described in the Contract Documents, including Technical Specifications Section 24.1.4 (Server and Network Management Services).
410.	Service Credits	Collectively: (i) credits or offsets against the MTA's payment obligations (including, where applicable, payment obligations with respect to continuing Services), and (ii) other remedies independent of Contract termination, for the SI's non-compliance with Performance Requirements, as further described in the Contract Documents, including Technical Specifications Section 5.14 (Performance Requirements) and Technical Specifications Section 24.1.5 (Service Level Requirements).
411.	Service Levels or Service Level Requirements	Standards for performance, availability, timeliness, and quality of the Services, as further described in the Contract Documents, including Technical Specifications Section 24.1.5 (Service Level Requirements). The term "Service Level Requirements" includes the Availability Standards.
412.	Services	All services to be provided by the SI in connection with the Project, including: (i) Backend Hosting Services; (ii) Customer Call Center Services; (iii) Data Center Services; (iv) Development Services; (v) Disaster Recovery Services; (vi) Equipment Removal Services; (vii) Extended Hosting Services; (viii) Hosting Services; (ix) Integration Services; (x) Maintenance Services; (xi) Optional Services; (xii) Server and Network Management Services; (xiii) Software Services; (xiv) Technical Support Services; (xv) Training Services and (xvi) Preventative, Remedial, and Lifecycle Maintenance Services.
413.	Services Failure	Collectively: (i) non-performance of a Service, or (ii) performance of a Service in a manner that does not meet applicable Performance Requirements.
414.	Severity Level	The degree of severity of a Failure, as described in the Contract Documents, including Technical Specifications Section 30.4.3 (Failure Severity Definitions).
415.	Shop Drawings	Drawings, calculations, electrical schematics and wiring diagrams, fabrication, erection, layout, assembly, installation, tests, maintenance, repair drawings, and catalog cuts, and other, similar materials relating to the NFPS Hardware or other Deliverables.
416.	SI	The Systems Integrator.

No.	Term	Definition
417.	SI Affiliate-Sourced Software	Software owned or licensed by a n Affiliate of the SI, together with applicable Software Updates thereto.
418.	SI COTS Software	COTS Software that is owned by or exclusively licensed to the SI, together with applicable Software Updates thereto.
419.	SI Hardware Interfaces	Hardware Interfaces that are provided by the SI in connection with the Contract Documents. The term SI Hardware Interfaces expressly includes all Hardware Updates to the same.
420.	SI Software	Software within the NFPS that constitutes: (i) SI COTS Software; (ii) SI-Developed Software; (iii) SI Affiliate-Sourced Software; and (iv) SI Software Interfaces. The term SI Software expressly includes all Software Updates to the same.
421.	SI Software Interfaces	Software Interfaces that are owned by the SI or that a Third Party develops on behalf of the SI in connection with the Contract Documents, together with Software Updates thereto.
422.	SI-Commissioned Hardware	Hardware that a Third Party develops on behalf of the SI in connection with the Contract Documents, together with Hardware Updates thereto.
423.	SI-Commissioned Software	Software that a Third Party develops on behalf of the SI in connection with the Contract Documents, together with Software Updates thereto.
424.	SI-Developed Hardware	Hardware within the NFPS that meets any of the following conditions, the Hardware: (i) is developed by the SI pursuant to the Contract Documents; (ii) is developed by the SI independently of the Contract Documents and does not constitute Third Party COTS hardware; or (iii) constitutes SI-Commissioned Hardware. The term "SI-Developed Hardware" includes Hardware Updates thereto.
425.	SI-Developed Software	Software within the NFPS that meets any of the following conditions, the Software: (i) is developed by the SI pursuant to the Contract Documents; (ii) is developed by the SI independently of the Contract Documents and does not constitute COTS Software; or (iii) constitutes SI-Commissioned Software. The term "SI-Developed Software" includes Software Updates thereto.
426.	Smart Card	Smart Media in a card format.
427.	Smart Card Certification Workstations	A device that confirms whether NFPS Equipment is properly processing Smart Media and capable of detecting improperly encoded, expired, counterfeit, and defective Smart Media, as further described in the Contract Documents, including Technical Specifications Section 28.2 (Smart Card Certification Workstations).
428.	Smart Device	Smart Media other than Smart Cards.
429.	Smart Media	Media that contains an integrated circuit that contains and communicates information. The term "Smart Media" includes Contactless Smart Media, Contact Smart Media, Contactless Bank Cards, Contactless Smart Devices, and Smart Cards.
430.	Software	Code that regulates and controls the operation of computer-based and microprocessor-based systems, including data transmission, by specifying computer programs, procedures, and rules. The term "Software" includes all: (i) Application Software; (ii) communications software; (iii) Operating System software; (iv) database and database management systems software; (v) Firmware; and (vi) all associated compilers and library routines, all in compiled, executable (Object Code) form as well as Source Code form (where applicable).
431.	Software Architecture	The high level, logical structures of a Software system as well as their interfaces and connections.

No.	Term	Definition
432.	Software Corrective Maintenance Proposal	A proposal for an Error Correction or other Software Update for purposes of Corrective Maintenance, as further specified in Agreement Section 19.6.4 (Proposal Concerning Correction or Reasonable Workaround).
433.	Software Documentation	Technical manuals, user manuals, specifications, handbooks, architecture diagrams, data flow, and work-flow diagrams, and related materials that describe the use, functionality, operation, structure, and other characteristics of the NFPS Software. The term "Software Documentation" includes all revisions and updates to the same, subject to the obligations and limitations set out in the Contract Documents, including Agreement Section 19 (Technical and Software Support Services).
434.	Software Interface	Collectively: (i) API Source Code, and (ii) Interface Engines.
435.	Software Preventative Maintenance Proposal	A proposal for a Software Update for purposes of Preventative Maintenance, as further specified in Agreement Section 19.5.2 (Notice to the MTA Concerning Software Preventative Maintenance Updates).
436.	Software Release	An issuance of Software (or one of its components) that includes materially new functionality, enhancements, additional systems, and capabilities of NFPS Software that were not included in the iteration of NFPS Software accepted by the MTA pursuant to the Contract Documents. A release is typically identified by the numeral to the left of the decimal point (e.g., <u>3</u> .0).
437.	Software Release Notes	Documentation relating to a Software Update that includes, at a minimum: (i) a description of changes; (ii) affected equipment and modules; (iii) Software modules updated by the release, including file names, version numbers, sizes, and checksums; (iv) a list of all defects corrected, including references to MTA correspondence where applicable; (v) a list of all features tested; (vi) a list of all new features included; (vii) copies of all test procedures and test results documentation; (viii) complete installation instructions, including steps to verify proper installation and steps to remove the updated Software; (ix) complete build instructions; (x) a list of Software tools used; and (xi) back out procedures if the new Software fails to update or load.
438.	Software Updates	Software Versions and Software Releases for NFPS Software, and all other improvements, enhancements, patches, additional systems, and capabilities to NFPS Software (or any portion therein), subject to the obligations and limitations set out in the Contract Documents, including Agreement Section 19 (Technical and Software Support Services).
439.	Software Version	An issuance of the Software (or one of its components) that provides Error Corrections and minor updates and improvements. A version is typically identified by the numeral to the right of the decimal point (e.g., 3. <u>1</u> ).
440.	Software Warranties	The warranties for NFPS Software, as set out in the Contract Documents, including Agreement Section 16 (NFPS Software Warranties).
441.	Software Warranty Period	The duration of the Software Warranties, as further specified in Agreement Section 16.1 (NFPS Software Warranty Period).
442.	Source Code	Computer programs, instructions, and related material written in a human-readable source language in a form capable of serving as the input to a compiler or assembler program, and in a form capable of being modified, supported, and enhanced by programmers reasonably familiar with the source language. By way of clarification, and not limitation, the term "Source Code" means the preferred form of the code for making modifications to it, including all modules it contains, plus any associated interface definition files, and scripts used to control compilation and installation of an executable. Unless otherwise agreed in writing, "Source Code" shall contain reasonable programmers' comments.
443.	Spare Parts and Product Units	Has the meaning set out in Agreement Section 34.10.1 (MTA Procurement of NFPS Components; No Interference).



No.	Term	Definition
444.	Special Event Tickets	Tickets for events such as concerts, tours, or sporting events. These tickets may have special or discounted fares.
445.	Special Programs	Special fare programs administered for certain groups and institutions requiring a different set of fares or rules, including business, educational, social service, and government entities that have special public transportation needs.
446.	Special Terms and Conditions	The Special Terms and Conditions are included in the Agreement.
447.	Specifications	The Technical Specifications.
448.	Standard Components	COTS components of the NFPS.
449.	Station Ticket Issue Machine or STIM	A handheld device used by MNR and LIRR to sell tickets in stations.
450.	Staten Island Rapid Transit Operating Authority or SIRTOA	Staten Island Rapid Transit Operating Authority, a public benefit corporation subsidiary of the MTA, and SIRTOA's successors.
451.	Stop Work Order	The suspension of the Work in the manner provided in the Contract Documents.
452.	Subcontract	An agreement entered into between the SI and a Subcontractor relating to the Subcontractor's performance of the SI's obligations set out in the Contract Documents.
453.	Subcontractor	Any Person, other than an employee of the SI, to whom the SI sublets any part of the Contract or that otherwise contracts with the SI to furnish the Services and perform the other obligations under the Contract Documents. The word "Subcontractor" is referred to as if singular in number and means each Subcontractor and any authorized representative of each Subcontractor.
454.	Submissions	All materials that the SI submits to the MTA for Review and Approval under the Contract Documents, including: (i) designs; (ii) specifications; (iii) plans; (iv) notices; (v) reports; (vi) manuals; (vii) review and summary documents; (viii) NFPS Documentation; (ix) technical documents; (x) user interfaces; (xi) test procedures; and (xii) related documents and materials.
455.	Subsequent Applicable Review Period	The period specified for the MTA's review of a Resubmitted Recoverable Submission, as set out in Agreement Section 5.7.6 (MTA Review Periods Following an Initial Review).
456.	Substantial Completion or Substantially Complete	A determination by the Engineer that the Work (except for Remaining Work) is complete and fit for its intended purpose, in accordance with the Contract Documents, including Technical Specifications Section 30.6 (Substantial Completion).
457.	Substantial Completion Payment	The payment based on Substantial Completion, as specified in the Contract Documents, including Agreement Section 28.7 (Payment Upon Substantial Completion).
458.	Substitution Products	Products and Software modules that meet the following two (2) criteria: the product or Software module (i) adds to, substitutes for, or is used to upgrade or replace an NFPS component, on the MTA's initiative, and (ii) meets the Substitution-Product Specifications as further provided in Agreement Section 3.2.3 (Substitution Products).

No.	Term	Definition
459.	Subway Validator	A Validator device used in connection with the MTA's, NYCT's, and SIRTOA's subway system, as further set out in the Contract Documents, including Technical Specifications Section 14 (Subway Validators).
460.	Supporting Documentation	The documentation required to support the payments made under the Contract, including a Progress Payment, Payment on Substantial Completion, or Final Payment, as further set out in Agreement Section 28.6.2 (Supporting Documentation for Progress Payments) and Section 28.7.4 (Supporting Documentation for Payment on Substantial Completion).
461.	SV	A Subway Validator.
462.	System Warranty	The warranty obligations set out in the Technical Specifications and in Agreement Section 13 (General Warranty Obligations), Section 14 (General Warranty of Construction and Performance), Section 15 (NFPS Hardware Warranties), Section 16 (NFPS Software Warranties), and Section 17 (Specific Guarantees).
463.	System Warranty and Support Obligations	The combination of (i) the System Warranties, and (ii) the support obligations set out in the Technical Specifications and in Agreement Section 19 (Technical and Software Support Services).
464.	Systemic Failure	Defects in component units in such a degree that all units of the component are deemed to suffer the defect, as further described in Agreement Section 18 (Systemic Defects).
465.	Systems Integrator	The Person that enters into the Contract to perform the Project and any successors and assigns of such Person, where permitted under the Contract Documents.
<b>T</b>		
466.	TA	The NYCTA.
467.	TCP	The Total Contract Price.
468.	Technical and Software Support Period	The period of time during which the SI is obligated to provide Technical and Software Support Services in accordance with the Contract Documents, including Agreement Section 19.1 (Support Period). If the MTA elects to extend Technical and Software Support Services in accordance with the Contract Documents, including Technical Specifications Section 35.6 (Extended Technical and Software Support Services), then the term "Technical and Software Support Period" shall include the additional period of time specified for the extended Technical and Software Support Services.
469.	Technical and Software Support Services Fees	Fees payable to the SI in compensation (i) for its provision of Technical and Software Support Services as such fees are specified in Division 1G – Payment, Subsection 1.1(b) and stipulated in Price Form C, and (ii) where applicable, for its provision of extended Technical and Software Support Services as such fees are specified in Division 1G – Payment, Subsection 1.1(d) and stipulated in Price Form F.
470.	Technical and Software Support Services or Technical and Software Support	Services in support of the MTA's operation of the NFPS, as further set out in the Contract Documents, including Technical Specifications Section 31 (Technical and Software Support Services), and elsewhere in the Contract Documents. The terms "Technical and Software Support Services" or "Technical and Software Support" include such services and support provided under an extension, pursuant to Technical Specifications Section 35.6 (Extended Technical and Software Support Services).
471.	Technical Dispute Resolution Officer	Has the meaning set out in Agreement Section 45.2.1 (Technical Arbitrator; Alternative Selection).
472.	Technical Specifications	The document entitled "Technical Specifications for the MTA's New Fare Payment System."

No.	Term	Definition
473.	Term	Unless otherwise terminated in accordance with the terms of the Contract Documents, the "Term" is that period of time commencing with the Notice to Proceed (NTP) and continuing through expiration of the base Contract as well as any optional extensions, as further specified in the Contract Documents.
474.	Test Documentation	Documentation concerning Tests, including: (i) Test Plans; (ii) explanations and instructions concerning applicable Tests; (iii) guidance concerning Test Tools; and (iv) Test results and explanations of the same. The term "Test Documentation" includes all revisions and updates to the same, subject to the obligations and limitations set out in the Contract Documents, including Agreement Section 19 (Technical and Software Support Services).
475.	Test Facility	Has the meaning set out in Technical Specifications Section 28.1 (Test Facilities).
476.	Test Plans	Test plans and related materials specified in the Contract Documents for Tests, including test plans for Factory Testing and Inspection and Post-Installation Testing and System Acceptance.
477.	Test Tools	Tools, test Software, issue trackers, test benches, hardware, and other materials set out in the Contract Documents, including those identified for use in Tests.
478.	Testing	Conducting a Test.
479.	Tests	All tests specified for the NFPS and NFPS components under the Contract Documents, including tests required for Factory Testing and Inspection and Post-Installation Testing and System Acceptance.
480.	Third Party	A Person other than: (i) the MTA Group, and (ii) the SI.
481.	Third Party COTS Software	COTS Software that is owned or subject to an inbound license from a Third Party, other than SI-Commissioned Software, and including Software Updates to the same.
482.	Third Party Hardware	Hardware provided by a Third Party (including Third Party OEMs). The term "Third Party Hardware" includes Third Party Hardware Interfaces.
483.	Third Party Hardware Interfaces	Hardware Interfaces that are provided by a Third Party. The term Third Party Hardware Interfaces expressly include Hardware Updates to the same.
484.	Third Party Indemnitees	Collectively: (i) Midtown TDR Ventures LLC; (ii) Midtown Trackage Ventures LLC; (iii) the State of Connecticut, Connecticut Department of Transportation (CDOT); (iv) Jones Lang LaSalle Americas, Inc./LPI; (v) Argent Ventures LLC; (vi) National Railroad Passenger Corp (AMTRAK); (vii) CSX Transportation, Inc. and New York Central Lines, LLC; (viii) Delaware & Hudson Railway Company Inc. (D&H); (ix) Danbury Terminal Railroad Company; (x) Maybrook Railroad Company; (xi) Housatonic Railroad Company; (xii) Providence & Worcester Railroad Company (P&W); (xiii) New Jersey Transit Rail Operations, Inc. (NJT); (xiv) New Jersey Transit Corporation; and (xv) Norfolk Southern Railway Company & Pennsylvania Lines LLC.
485.	Third Party Software	Collectively: (i) Software licensed by a Third Party for use in the NFPS, including Third Party COTS Software, and (ii) Third Party Software Interfaces. The term Third Party Software expressly includes Software Updates to the same, and excludes SI-Commissioned Software.
486.	Third Party Software Interfaces	Software Interfaces that are owned or licensable by a Third Party, including Software Updates to the same.
487.	Third Party-Issued	Any type of Media or other information or material that is issued by a Third Party and relevant to the NFPS.
488.	Ticket Issue Machine or TIM	A handheld device used to sell tickets by MNR conductors.

No.	Term	Definition
489.	Ticket Office Machine or TOM	Modular, configurable NFPS Equipment (with associated NFPS Software) that performs customer services, including Smart Media transactions, as further described in the Contract Documents, including Technical Specifications Section 17.2 (Ticket Office Machines).
490.	Ticket Selling Machines or TSM	Collectively, (i) Ticket Vending Machines (TVMs), and (ii) Ticket Office Machines (TOMs).
491.	Ticket Vending Machine	A self-service Vending Machine for Media where patrons can purchase, reload, or inspect Media. The term "Ticket Vending Machine" or "TVM" includes MetroCard Vending Machines (MVM) and MetroCard Express Machines (MEM).
492.	Token Vault	The secure location storing authorization keys that associate a token with the stored data represented by that token.
493.	Tokenization	Process to secure sensitive data elements during processing and transmission by replacing the data with a proxy, or token, and storing the original data, which can be accessed using the proxy, in a secure location.
494.	Total Contract Price	The total amount payable to the SI in accordance with the Contract Documents (and as may be adjusted pursuant to the Contract Documents and based upon the actual quantities thereof ordered or required and provided in accordance with the Contract Documents) and as further stipulated in the Price Schedule.
495.	Training Documentation	Documentation concerning training, as further set out in the Contract Documents, including Technical Specifications Section 33 (Training Services). The term "Training Documentation" includes all updates to the same, subject to the obligations and limitations set out in the Contract Documents, including Agreement Section 19 (Technical and Software Support Services).
496.	Training Services	All services related to education and training with respect to the NFPS, as further described in the Contract Documents, including Technical Specifications Section 33 (Training Services).
497.	Transaction Data	Data related to customer transactions via the NFPS, including Data relating to the agency, device, location, date/time, route type, and account number, and related information, as further described in the Contract Documents, including Technical Specifications Section 16.22.8 (Sales and Transaction Data).
498.	Transit Account	An account that: (i) enables a NFPS customer to pay fares using Account-Based Media; (ii) holds associated Fare Products; and (iii) tracks payments and usage, all as further defined in the Contract Documents, including Technical Specifications Section 10 (Fare Accounts and Processing).
499.	Transit Account Data	Data contained in a Transit Account or Customer Account.
500.	Transit Benefits	An employee's monthly commuting (fringe) benefit offered by an employer as a direct employee benefit, a pre-tax deduction, or a combination of both.
501.	Transit System	The rapid transit and surface transit facilities of the MTA Group including all rolling stock, appurtenances, and equipment.
502.	Triborough Bridge and Tunnel Authority or TBTA	Triborough Bridge and Tunnel Authority, a New York public authority and public benefit corporation established pursuant to Title 3 of Article 3 of the Public Authorities Law of the State of New York, and TBTA's successors.
503.	TVM	A Ticket Vending Machine.
<b>U</b>		

No.	Term	Definition
504.	UniTicket	Media that combines bus fare and MNR or LIRR train fare into one ticket. UniTickets have a special code/display printed on them and are visually inspected by the bus or ferry operator.
505.	Updates	Collectively: (i) Hardware Updates; (ii) Software Updates; and (iii) NFPS Documentation Updates. For the avoidance of doubt, the term "Updates" includes Error Corrections and Workarounds (including Reasonable Workarounds). For the further avoidance of doubt, the term "Updates" is subject to the obligations and limitations set out in the Contract Documents, including Agreement Section 19 (Technical and Software Support Services).
506.	Urgent Issue	A Failure or other item classified as "urgent" by the Engineer or other reviewer specified in the Contract Documents.
<b>V</b>		
507.	Validator	A physical device used to process fare payments.
508.	Value Engineering Proposal	An RFP submission that (i) is intended to produce savings to the MTA Group without impairing essential functions and characteristics of the Project, and (ii) the MTA may in its sole discretion accept or reject.
509.	Vending Machines	Configurable Vending Machines, including Ticket Vending Machines, and other machines as further set out in the Contract Documents.
510.	VEP	A Value Engineering Proposal.
511.	Verified Additional Products	Products and Software modules that meet the following two (2) criteria: the product or Software module (i) adds to, substitutes for, or is used to upgrade or replace an NFPS component, on the MTA's initiative, and (ii) meets the Verification Process as further provided in Agreement Section 3.2.4 (Verified Additional Products).
512.	Via Ticket	A ticket (i) for those Long Island Rail Road customers traveling across multiple branches that require a "zigzag" transfer, and (ii) that allows for payment based on the shortest distance rather than purchasing separate tickets for each leg of said trip.
513.	Virtual Private Network	The extension of a private network through a public domain using encryption and other security measures.
514.	Voice Messaging System	The system specified in Technical Specifications Section 11.13 (Voice Messaging System).
515.	VPN	A Virtual Private Network.
<b>W</b>		
516.	Warehouse Data	Data stored in the Data Warehouse, as further described in the Contract Documents, including Technical Specifications Section 21.8 (Data Warehouse).
517.	Warranty	Any warranty set out in the Contract Documents, including: (i) the System Warranties; (ii) the representations and warranties set out in Agreement Section 37 (SI Representations and Warranties); and (iii) MTA-Substituted Product Warranties (where applicable).
518.	Warranty Period	The duration of a Warranty, as such duration is set out in the Contract Documents, including Technical Specifications Section 25 (Management) and Agreement Section 13 (General Warranty Obligations).

No.	Term	Definition
519.	Warranty Work	The Guarantee Work.
520.	Wayside Validator Machine	A Validator device used in support of the sale and validation of Select Bus Service, as further set out in the Contract Documents, including Technical Specifications Section 15 (Wayside Validator Machines).
521.	Website and Backend Hosting Services Fees	The sum of (i) Website Hosting Services Fees, and (ii) Backend Hosting Services Fees.
522.	Website Hosting Services	Hosting and associated services for the NFPS Websites, as further described in the Contract Documents, including Technical Specifications Section 24.2 (Web Hosting). The term "Website Hosting Services" includes such services as provided under an extension, pursuant to Technical Specifications Section 35.1 (NFPS Extended Hosting Services) and/or Section 35.2 (Extended Web Portal Hosting Services).
523.	Website Hosting Services Fees	Fees payable to the SI in compensation (i) for its provision of Website Hosting Services as such fees are specified in Division 1G – Payment, Subsection 1.1(b) and stipulated in Price Form C, and (ii) where applicable, for its provision of extended Website Hosting Services as such fees are specified in Division 1G – Payment, Subsection 1.1(d) and stipulated in Price Form F.
524.	WiMax	A standard for wireless networks defined by the WiMax Forum.
525.	Work	All matters and things herein agreed to be constructed, furnished, installed or done, by or on the part of the SI under the Contract Documents, including Miscellaneous and Incidental Work (as such terms are defined in the Contract Documents). The term "Work" includes all Deliverables and the Services.
526.	Work Site	The site or sites of the Work.
527.	Work Site Access	Each NFPS Agency's provision of access for the SI to applicable Work Sites and facilities to permit the SI to perform its obligations under the Contract Documents. The term "Work Site Access" includes access to, as applicable, subway Fare Control Areas, buses, and Depots.
528.	Work Site Laborers	The SI's traders, persons, and/or laborers on the Work Site at the time of a delay or cancellation of an NFPS Agency-supplied service.
529.	Workaround	A temporary fix or temporary bypass of a Failure, pending full resolution of the Failure.
530.	WVM	A Wayside Validator Machine.
<b>X</b>		
<b>Y</b>		
<b>Z</b>		

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