

DATED

March 12/ 2019

MASABI LLC (1)

and

NEORide Regional Council of Governments (2)

SOFTWARE AS A SERVICE AGREEMENT

DATE OF AGREEMENT

March 12, 2019

PARTIES

- (1) **MASABI LLC** whose principal office is 404 5TH Avenue, Suite 6024, New York NY 10018 ("**Masabi**"); and
- (2) **NEORide Regional Council of Governments** established by the legislative action of the Ohio Statutory Regional Transit Authorities as a regional council of governments pursuant to the authority of Chapter 167 of the Ohio Revised Code, whose principal office is One Park Center Drive, Suite 300, Wadsworth, Ohio 44281 (the "**Customer**"),
(each a 'party' and together 'the parties').

INTRODUCTION

- A Masabi has developed a variety of proprietary mobile ticketing technologies, including the Justride Platform, which it makes available on a software as a service basis. Masabi has also developed a software development kit to assist customers in developing their own mobile applications to link with and use certain of the mobile ticketing functionality of the Justride Platform.
- B The Customer wishes to utilize certain of these technologies and services to assist it in developing and operating a mobile ticketing application. Masabi is willing to provide and the Customer has agreed to take and pay for certain of these services subject to the terms and conditions of this Agreement.
- C In addition, the parties have agreed that Masabi will act as merchant of record for the sale of the Customer's mobile tickets via the Justride Platform. This Agreement sets out the terms and conditions that will apply to this appointment and the resale by Masabi of Customer's mobile tickets.

IT IS AGREED THAT:

1 INTERPRETATION

- 1.1 In this Agreement the following words shall have the following meanings:

"**Affiliate**" means any entity, directly or indirectly, controlling, controlled by, or under common control with, Masabi or Customer, as the case may be.

"**Agreement**" means this written agreement and includes the Schedules to it.

"**Applicable Laws**" means, with respect to any person, property, transaction, event or other matter, any laws, rules, statutes, regulations, orders, judgments, decrees, treaties or other requirements having the force of law applicable in the State of New York and relating to or applicable to such person, property, transaction, event or other matter.

"**Authorized Users**" means the individuals who are authorized by the Customer to access the Services.

"Business Day" means a day other than a Saturday, Sunday or federal holiday in the United States;

"Charges" means the charges payable for the Services, as set out in or calculated in accordance with Section 8.

"Commencement Date" means the date stated at the beginning of this Agreement.

"Confidential Information" means all information that a reasonable person in the position of the recipient would consider to be of a confidential nature (whether or not marked as confidential) including Customer Data (with respect to Customer's Confidential Information) deliverables, software, computer programs, codes, technology, test data, architectures, hardware configuration information, algorithms, formulas, processes, ideas, inventions, discoveries, concepts, prototypes, designs, drawings, engineering, schematics and other technical, business, financial and present or future products or services and services and product development plans, forecasts, customer lists, current and anticipated customer requirements, strategies or other information but shall exclude the Excluded Information with effect from the date that it becomes Excluded Information. All of the object and source code to any software and all software design documents provided by Masabi to the Customer from time to time (and all information derived from them) and any technical details relating to the Platform Systems and Platform Services shall be treated as forming part of Masabi's Confidential Information.

"Customer Data" means the data inputted by the Customer or End Customer in the course of using the Services. Customer Data includes, but is not limited to, Personal Data.

"End Customer" means a person to whom Masabi shall retail Products from time to time via the consumer mobile application known as Justride or such other apps as Masabi shall specify to the Customer from time to time (the 'App').

"Excluded Information" means information which:

- (a) was or becomes publicly known through no default or breach of this Agreement by the receiving party;
- (b) was or becomes lawfully known to the receiving party without restriction from a source other than the disclosing party who itself obtained it without breaching any confidentiality obligation or which has been demonstrated by the receiving party to the disclosing party to have been independently developed by the receiving party; or
- (c) is approved for disclosure by the party which has provided it without restriction.

"Intellectual Property Rights" means copyright, rights related to or affording protection similar to copyright, database rights, patents and rights in inventions, semiconductor topography rights, trade and service marks, logos, rights in internet domain names and website addresses and other rights in trade or business names, design rights (whether registerable or otherwise) and registered designs, know-how, trade secrets and moral rights and other similar rights or obligations together with applications for registration and the right to apply for registration and all other rights whether registerable or not having equivalent or similar effect in any country or

jurisdiction and the right to sue for passing off in each case which may subsist or come into existence from time to time.

"Net Revenue" means the total gross transaction value per month processed and received by Masabi relating to the sale of the Products ('Gross Revenue') less each of the following items: (i) the commission as set out in Annex 2 of this Agreement on the Gross Revenue ('Commission'); (ii) any or other applicable sales tax thereon included in the price; and (iii) any chargebacks, rebates, adjustments or refunds made to the End Customer (as defined below) or other third party (including any bank, card scheme operator or payment processor).

"Personal Data" means information provided to Masabi by or at the direction of the Customer or End Customer or to which access was provided to Masabi in the course of Masabi's performance under this Agreement that: (i) identifies or can be used to identify an individual (including, without limitation, names, signatures, addresses, telephone numbers, e-mail addresses and other unique identifiers); or (ii) can be used to authenticate an individual (including, without limitation, employee identification numbers, government-issued identification numbers, passwords or PINs, financial account numbers, credit report information, biometric or health data, answers to security questions and other personal identifiers). Personal Data shall include any non-public personal information regarding any individual that is subject to applicable foreign, national, state, regional, and/or local laws and regulations governing the privacy, security, confidentiality and protection of non-public personal information, including without limitation, General Data Protection Regulation (EU) 2016/679 and European Community Directive 95/46/EC.

"Platform Services" means the services described under that title in 0 including but not limited to provision of the Masabi Justride mobile fare collection and Inspect mobile fare inspection services.

"Platform Systems" means the IT systems used to provide the Platform Services.

"Products" means electronic tickets for Transport Services provided by the Customer.

"Professional Services" means such of the services as the parties may agree in writing from time to time shall be provided by Masabi.

"Rates" means Masabi's standard time and materials rates listed in Annex 2 as amended by written notice to the Customer from time to time.

"Services" means the services provided or to be provided under this Agreement (as the case may be) which shall comprise the Platform Services and (where applicable) the Professional Services.

"Software" the software contained in the IT systems provided by the Supplier as part of the Platform Services.

"Transport Services" means the transportation services to be provided by the Customer, which services shall not include the "Products" or "Services" as defined in this Agreement.

"Virus" means any thing or device (including any software, code, file or programme) which may: prevent, impair or otherwise adversely affect the operation of any computer software, hardware or network, any telecommunications service, equipment or network or any other service or device; modify, delete, damage, deactivate, disable, prevent, impair or otherwise adversely affect access to or the operation of any programme or data, including the reliability of any programme or data (whether by re-arranging, altering or erasing the programme or data in whole or part or otherwise); or adversely affect the user experience, including worms, trojan horses, viruses and other similar things or devices.

1.2 The interpretation and construction of this Agreement shall be subject to the following provisions:

- (a) the words "include", "includes" "including" "for example" and "in particular" and words of similar effect shall be construed as if they were immediately followed by the words "without limitation";
- (b) where the context so admits the singular shall include the plural and vice versa;
- (c) references to any person shall include natural persons and partnerships, firms and other incorporated bodies and all other legal persons of whatever kind and however constituted and their permitted assigns or permitted transferees;
- (d) references to any statute, enactment, order, regulation, code, official guidance or other similar instrument shall be construed as a reference to the statute, enactment, order, regulation, code, official guidance or instrument as amended or replaced from time to time by any subsequent enactment, order, regulation, code, official guidance or instrument (whether such amendment or replacement occurs before or after the date of this Agreement);
- (e) references to any statute or statutory provision shall include a reference to any subordinate legislation made under it;
- (f) references to any document or agreement (including this Agreement) or any part of it shall include reference to such document or agreement (or the relevant part of it as the case may be) as amended, extended or replaced from time to time;
- (g) any obligation on a party not to do something includes an obligation not to allow that thing to be done;
- (h) headings and the table of contents are inserted for convenience only and shall not affect the construction or interpretation of this Agreement; and
- (i) references to clauses and schedules are to the clauses and schedules of this Agreement.

1.3 If there is any inconsistency or contradiction arising between the terms and conditions of this Agreement and any of its Schedules and/or of any other document incorporated into this Agreement in accordance with its terms then the terms and conditions of this Agreement shall control and take precedence, unless the parties specifically and expressly state in the Schedule or other document that they are modifying the terms of this Agreement, with specific reference to the Section(s) of this Agreement to be

modified. Any such modification shall apply solely to the individual Schedule or other document.

2 DURATION

The Agreement shall start on the Commencement Date and shall remain in force, for a period of 60 months unless terminated in accordance with clause 13 of this Agreement.

3 APPOINTMENT AND SERVICES

3.1 In consideration for and subject to payment of the Charges and the other terms of this Agreement:

(a) Masabi shall provide the Platform Services to the Customer (for itself, its member organizations in good standing, and their respective Affiliates and Authorized Users) from the Commencement Date and throughout the remainder of the term of this Agreement;

(b) Masabi shall provide the Customer (for itself, its member organizations in good standing, and their respective Affiliates and Authorized Users) with such Professional Services (such as implementation and support, consulting and custom solutions development) as may be agreed in writing by the parties from time to time; and

(c) Masabi shall display, and list the Products on the App and resell the Products through the App (and shall accept and process orders for and take payments for such Products through the App as merchant of record).

3.2 All contracts for the supply of the Products by Masabi to End Customers shall be made at prices no higher than the Customer's list prices/rates as specified in the price lists provided from time to time by the Customer to Masabi for this purpose.

3.3 All sales of the Products agreed by Masabi with End Customers shall be on the Customer's standard terms and conditions for the sale of the Products as varied from time to time (the "Customer Terms").

3.4 The Customer hereby authorizes Masabi to resell the Products through the App as described in this Agreement throughout the term of this Agreement. The Customer shall not itself sell or appoint or permit any person other than Masabi to resell Products through the App. Where Masabi resells any Product through the App to an End Customer, title to the Product shall pass to Masabi from the Customer immediately prior to its resale to the End Customer.

3.5 Masabi as Merchant of Record will be responsible for the recording of chargebacks from its payment processing as notified by the merchant acquiring bank and will endeavour to make these available to the Customer as soon as practicable. The Customer shall be responsible for communications and the resolution of disputes regarding chargebacks with the End Customer.

4 CUSTOMER DATA

- 4.1 The Customer shall own all right, title and interest in and to all of the Customer Data, and shall have sole responsibility for the legality, reliability, integrity, accuracy and quality of the Customer Data; except to the extent caused by Masabi's breach of this Agreement or negligence. Masabi shall not use or copy the Customer Data other than for the purposes of providing the Services and any Professional Services under this Agreement. The Customer acknowledges and agrees that Masabi shall be entitled to generate analyses and meta-data from the use of the Services and any Professional Services for the purposes of monitoring and improving the Services and any Professional Services, developing new services and for Masabi's other business purposes; provided, however, that any such analyses and meta-data do not contain Customer Data or any other of Customer's Confidential Information (the "**Masabi Data**"). Masabi shall own all of the Intellectual Property Rights in the Masabi Data (which shall be considered the Confidential Information of Masabi) and shall be entitled to freely use and exploit it, provided that Masabi shall ensure that such data cannot be used to identify any individual, does not contain any Confidential Information of the Customer, and is only published in aggregated format in a manner that does not enable the Customer or its Authorized Users to be identified.
- 4.2 Masabi shall follow its archiving procedures for Customer Data as set out in its standard data back-up policies available on its customer web portal or other such location as may notified to the Customer from time to time. In the event of any loss or damage to Customer Data, Masabi shall use reasonable commercial endeavors to restore the lost or damaged Customer Data from the latest back-up of such Customer Data maintained by Masabi in accordance with the archiving procedure. Masabi shall not be responsible for any loss, destruction, alteration or disclosure of Customer Data to the extent caused by any third party (except those third parties sub-contracted by Masabi to perform services related to Customer Data maintenance and back-up or other services hereunder).
- 4.3 Masabi shall, in providing the Services and any Professional Services, comply with its policies relating to the privacy and security of the Customer Data available on its customer web portal or other such location as may be notified to the Customer from time to time, as such document may be amended from time to time by Masabi in its sole discretion ("**Masabi's Privacy and Security Policies**"). In addition to the Masabi Privacy and Security Policies, and notwithstanding any other provision of this Agreement to the contrary, Masabi shall comply with the following terms:
- (a) Masabi represents and warrants that its creation, collection, receipt, access, use, storage, disposal, and disclosure of Personal Data does and will comply with all applicable federal, state, and foreign privacy and data protection laws, as well as all other applicable regulations and directives.
- (b) Masabi shall implement and maintain a written information security program including appropriate policies, procedures, and risk assessments that are reviewed at least annually.
- (c) Without limiting Masabi's obligations under Section 4.3(a) above, Masabi shall implement administrative, physical, and technical safeguards to protect Personal Data from unauthorized access, acquisition, or disclosure, destruction, alteration, accidental loss, misuse, or damage that are no less rigorous than accepted industry practices and shall ensure that all such safeguards, including the manner in which Personal Data is

created, collected, accessed, received, used, stored, processed, disposed of, and disclosed, comply with applicable data protection and privacy laws, as well as the terms and conditions of this Agreement.

Masabi shall at all times remain in compliance with the Payment Card Industry Data Security Standard ("PCI DSS") requirements, including remaining aware at all times of changes to the PCI DSS and promptly implementing all procedures and practices as may be necessary to remain in compliance with the PCI DSS, in each case, at Masabi's sole cost and expense.

(d) At a minimum, Masabi's safeguards for the protection of Personal Data shall include: (i) limiting access of Personal Data to its authorized employees who need such data to perform the Services hereunder; (ii) securing business facilities, data centers, paper files, servers, backup systems, and computing equipment, including, but not limited to, all mobile devices and other equipment with information storage capability; (iii) implementing network, application, database, and platform security; (iv) securing information transmission, storage, and disposal; (v) implementing authentication and access controls within media, applications, operating systems, and equipment; (vi) encrypting highly sensitive Personal Data stored on any media; (vii) encrypting highly sensitive Personal Data transmitted over public or wireless networks; (viii) conducting risk assessments, penetration testing, and vulnerability scans and promptly implementing, at Masabi's sole cost and expense, a corrective action plan to correct any issues that are reported as a result of the testing; (ix) implementing appropriate personnel security and integrity procedures and practices, including, but not limited to, conducting background checks consistent with applicable law; and (x) providing appropriate privacy and information security training to Masabi's employees.

(e) During the term of each authorized employee's employment by Masabi, Masabi shall at all times cause such authorized employees to abide strictly by Masabi's obligations under this Agreement and Masabi's Privacy and Security Policies. Masabi further agrees that it shall maintain a disciplinary process to address any unauthorized access, use, or disclosure of Personal Data by any of Masabi's officers, partners, principals, employees, agents, or contractors.

(f) Masabi shall:

(i) notify Customer of a security breach as soon as practicable and without undue delay, and

(ii) Immediately following Masabi's notification to Customer of a security breach, the parties shall coordinate with each other to investigate the security breach. Masabi agrees to cooperate with Customer in Customer's handling of the matter, including, without limitation: (1) assisting with any investigation; (2) providing Customer with physical access to the facilities and operations affected; (3) facilitating interviews with Masabi's employees and others involved in the matter; and (4) making available all relevant records, logs, files, data reporting, and other materials required to comply with applicable law, regulation, industry standards, or as otherwise required by Customer.

(iii) Masabi shall at its own expense take best efforts to immediately contain and remedy any security breach and prevent any further security breach, including, but not limited to taking any and all action necessary to comply with applicable privacy rights, laws, regulations, and standards. Masabi shall reimburse Customer for all actual

costs incurred by Customer in responding to, and mitigating damages caused by, any security breach, including all costs of notice and/or remediation.

(iv) Masabi agrees that it shall not inform any third party of any security breach without first obtaining Customer's prior written consent, other than to inform a complainant that the matter has been forwarded to Customer's legal counsel. Further, Masabi agrees that Customer shall have the sole right to determine: (1) whether notice of the security breach is to be provided to any individuals, regulators, law enforcement agencies, consumer reporting agencies, or others as required by law or regulation, or otherwise in Customer's discretion; and (2) the contents of such notice, whether any type of remediation may be offered to affected persons, and the nature and extent of any such remediation.

(v) Masabi agrees to maintain and preserve all documents, records, and other data related to any security breach.

(vi) Masabi agrees to cooperate with Customer in any litigation, investigation, or other action deemed necessary by Customer to protect its rights relating to the use, disclosure, protection, and maintenance of Personal Data.

(g) At least once per year, Masabi shall conduct site audits of the information technology and information security controls for all facilities used in complying with its obligations under this Agreement, including, but not limited to, obtaining a network-level vulnerability assessment performed by a recognized third-party audit firm based on recognized industry best practices. Upon Customer's written request, Masabi shall make available to Customer for review Masabi's latest Payment Card Industry (PCI) Compliance Report. Customer shall treat such PCI Compliance Report as Masabi's Confidential Information under this Agreement. Masabi will promptly address any exceptions noted on the PCI Compliance Report, with the development and implementation of a corrective action plan by Masabi's management.

(h) At any time during the term of this Agreement at Customer's request or upon the termination or expiration of this Agreement for any reason, Masabi shall, and shall instruct all authorized employees to, promptly return to Customer all copies, whether in written, electronic, or other form or media, of Personal Data in its possession or the possession of such authorized employees, or securely dispose of all such copies, and certify in writing to Customer that such Personal Data has been returned to Customer or disposed of securely. Masabi shall comply with all reasonable directions provided by Customer with respect to the return or disposal of Personal Data.

(i) Masabi acknowledges that any breach of its covenants or obligations set forth in this Section 4.3 may cause Customer irreparable harm for which monetary damages would not be adequate compensation and agrees that, in the event of such breach or threatened breach, Customer is entitled to seek equitable relief, including a restraining order, injunctive relief, specific performance, and any other relief that may be available from any court, in addition to any other remedy to which Customer may be entitled at law or in equity. Such remedies shall not be deemed to be exclusive but shall be in addition to all other remedies available at law or in equity.

(j) In furtherance of Section 11.1 hereof, Masabi shall defend, indemnify, and hold harmless Customer, its subsidiaries, affiliates, and their respective officers, directors, employees, agents, successors, and permitted assigns (each, a "Customer Indemnitee") from and against all losses, damages, liabilities, deficiencies, actions,

judgments, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys' fees, the cost of enforcing any right to indemnification hereunder, and the cost of pursuing any insurance providers, arising out of or resulting from any third-party claim against any Customer Indemnitee arising out of or resulting from Masabi's failure to comply with any of its obligations under this Section 4.3.

- 4.4 Masabi will process Personal Data on the Customer's behalf when performing its obligations under this Agreement. As such, the parties hereby agree that the Customer shall be the data controller and Masabi shall be a data processor, and further, the parties agree as follows:
- (a) The Customer represents and warrants that the Customer is entitled to transfer the relevant Customer Data and Personal Data to Masabi so that Masabi may lawfully use, process and transfer the Customer Data and Personal Data in accordance with this Agreement on the Customer's behalf;
 - (b) The Customer shall ensure that the End Customer or other relevant third parties have been informed of, and have given their consent to, such use, processing, and transfer as required by all applicable data protection legislation;
 - (c) Masabi shall process the Personal Data only in accordance with this Agreement, and all laws, rules, statutes and regulations, including but not limited to those applicable to the privacy and security of Personal Data, including trans-border data transfers and data breach notification requirements as required of Masabi by applicable law; and
 - (d) Masabi shall take appropriate technical and organizational measures against unauthorized or unlawful processing or disclosure of the Personal Data or its accidental loss, destruction or damage.

5 SYSTEMS ACCESS & USE

- 5.1 Each party shall take reasonable steps to minimize the risk of the transmission of Viruses from that party's systems to the systems of the other party or its third party contractors.
- 5.2 Masabi shall not (and shall procure that its staff and contractors shall not) access or use the Customer's IT systems or Customer Data other than as and to the extent reasonably required to enable Masabi to perform its obligations or exercise its rights under this Agreement.
- 5.3 The Customer shall not (and shall use its reasonable commercial endeavors to procure that its Authorized Users shall not) access or use the Platform Systems other than as and to the extent reasonably required for the purposes of using the Services and any Professional Services as anticipated by this Agreement.
- 5.4 Masabi shall be entitled to suspend or restrict access to the Platform Services in whole or in part at any time without liability to the Customer where:

- (a) Masabi reasonably considers that this is necessary to protect the Platform Systems or the data held on it or the systems of any other customer of Masabi; or
 - (b) Masabi reasonably considers that the Customer or the relevant Authorized User (as the case may be) is seeking to access or use the Platform Services other than in accordance with this Agreement.
- 5.5 Masabi shall notify the Customer in writing as soon as reasonably practicable of any suspension or restriction under clause 5.4. Masabi shall also restore access to the Platform Services promptly after the matter that led Masabi to restrict suspend access has been resolved to Masabi's reasonable satisfaction.

6 MASABI'S ADDITIONAL OBLIGATIONS; WARRANTIES

- 6.1 Masabi warrants that it: (A) has and will maintain all necessary licences, permits, consents, and permissions necessary for the performance of its obligations under this Agreement; (B) shall comply with, and the Services and Software shall be in compliance with, all applicable statutes, laws, ordinances and regulations, (C) the Services and Software do not and will not infringe any patent, copyright, trademark or other intellectual property of any person or entity, (D) the Services and Software do not and will not contain any time bombs, "worms," "viruses," "Trojan horses," "protect codes," "data destruct keys," or other programming devices that are intended to access, modify, delete, damage, deactivate or disable the Services and/or Software, (E) the Services will be available at all times throughout the duration of the Agreement, subject to the exceptions and allowances described in this Agreement; and (F) it shall at all times during the duration of this Agreement comply with the requirements set forth in Masabi's Privacy and Security Policies.
- 6.2 Masabi warrants that it shall provide the Services in a competent and workmanlike manner in accordance with accepted industry standards. Masabi further undertakes and warrants that on delivery the Services will conform in all material respects to Masabi's standard specification as described in that certain Masabi RFP Response dated April 26, 2018, or in the case of Professional Services those described in the relevant addenda or work order document.
- 6.3 If the Services do not conform with the foregoing undertaking, Masabi will, at its expense, use all reasonable commercial endeavours to correct any such non-conformance promptly, provide the Customer with an alternative means of accomplishing the desired performance, or terminate the affected Services or Software and refund to the Customer any amounts paid for the nonconforming Services or Software. Without prejudice to any indemnity provided to the Customer under this Agreement, such correction or substitution, or termination and refund, will constitute the Customer's sole and exclusive remedy for any breach of the warranties set out in clause 6.2. Notwithstanding the foregoing, Masabi:
- (a) does not warrant that the Customer's use of the Services will be uninterrupted or error-free; and
 - (b) is not responsible for any delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities,

including the internet, and the Customer acknowledges that the Services may be subject to limitations, delays and other problems inherent in the use of such communications facilities, to the extent outside of the control and without the fault of Masabi.

7 CUSTOMER'S ADDITIONAL OBLIGATIONS

7.1 The Customer shall provide Masabi with:

- (a) all necessary co-operation in relation to this Agreement; and
- (b) all necessary access to such information as may be required by Masabi;
- (c) in order to provide the Services, including but not limited to Customer Data, security access information and configuration services;

7.2 The Customer shall:

- (a) ensure that the Authorized Users use the Services in accordance with the terms and conditions of this Agreement and shall be responsible for any Authorized User's breach of this agreement;
- (b) comply with all Applicable Laws and regulations with respect to its activities under this Agreement;
- (c) carry out all other Customer responsibilities set out in this Agreement in a timely and efficient manner. In the event of any delays in the Customer's provision of such assistance as agreed by the parties, Masabi may adjust any agreed timetable or delivery schedule as reasonably necessary;
- (d) obtain and shall maintain all necessary permits, licences, consents, and permissions necessary for it to perform its obligations under this Agreement;
- (e) ensure that its network and systems comply with the relevant specifications provided by Masabi from time to time;
- (f) be solely responsible for procuring and maintaining its network connections and telecommunications links from its systems to Masabi's data centers, and all problems, conditions, delays, delivery failures and all other loss or damage arising from or relating to the Customer's network connections or telecommunications links or caused by the internet;
- (g) Validate the validity of each Product sold when it is used, by means of either visual validation or scanning. The Customer agrees that Masabi's obligations in relation to the Products are limited to the sale of Products to the End Customer via the App and validation of Products via Inspect mobile fare inspection and the Customer shall remain responsible and liable for the provision of the underlying transport services to which the Products relate (the "Transport Services"). The Customer shall comply with the Customer Terms in respect of all Products when they are used by End Customers and shall provide the End Customer with the Transport Services described in the Products in accordance with those terms As a political subdivision, Customer is subject to the laws of the State of Ohio, including without limitation the Ohio Constitution

and applicable sections of the Ohio Revised Code. As such, (i) to the extent permitted by Ohio law, Customer agrees to be liable for the acts and omission of its officers, employees and agents engaged in the scope of their employment arising under this Agreement, and (ii) specifically, in lieu of Customer's obligation to indemnify Masabi under this Agreement, Customer hereby agrees to be responsible for any and all liability, claims, costs, expenses or damages arising from any claim with respect to Customer's obligations under this Agreement. The foregoing shall not be construed as an obligation to indemnify or defend Masabi for damages arising out of a breach of this Agreement by or the negligent acts of Masabi or its officers, employees, agents and volunteers;

- (h) Provide training to its present and future operations staff in relation to the Products as specified in writing to it by Masabi. The Customer shall also provide first line support to End Customers in respect of the Products and the App. The Customer shall provide this support with reasonable care and skill; and
- (i) Use all reasonable commercial endeavors to reduce levels of fraud and/or chargebacks in relation to the Products, which shall include: (i) preventing access to the App by an End Customer upon Masabi informing the Customer of suspected fraudulent activity by such End Customer; and (ii) voiding Products where requested by Masabi from time to time.

8 CHARGES AND PAYMENT

8.1 In consideration of the provision of the Services by Masabi, the Customer shall pay the Charges in accordance with Annex 2 and this clause 8.

8.2 Unless otherwise specified in Annex 2 Masabi shall be entitled to charge:

- (a) for any Professional Services in accordance with the Rates; and
- (b) the Customer for any reasonable and proper expenses incurred in the performance of the Services in addition to the Charges as notified to the Customer in advance of such reasonable and proper expenses being incurred.

and shall be entitled to invoice for such amounts at any time after the end of the month in which the relevant Services are performed or expenses are incurred (as the case may be). All payments under this Agreement are due within 30 days of invoice.

8.3 If Masabi has not received payment of undisputed invoices within 60 days after the due date, and without prejudice to any other rights and remedies of Masabi:

- (a) Masabi may, without liability to the Customer, suspend provision of the Services until payment of the concerned invoice(s) are made in full;
- (b) To the extent permitted by law, interest shall accrue on a daily basis on such due amounts at an annual rate equal to 4% over the then current base lending rate of US Federal Funds Rate from time to time, commencing on the due date and continuing until fully paid, whether before or after judgment; and
- (c) any reasonable costs incurred by Masabi as a result of such suspension shall be paid by the Customer.

8.4 In consideration for the transfer to Masabi of Products for resale to End Customers, Masabi will remit the Net Revenue to the Customer's financial department, or as outlined in 8.4a, no later than the fifth (5th) day of each month via wire transfer ("**Monthly Payment**"). All transfers and correspondence shall reference this Agreement. Net Revenue reporting by Masabi shall be itemized and supported by receipts or other documentary proof including but not limited to number of Products sold, price per Product, gross sales, applicable refunds and/or adjustments, credit card charge backs, Masabi Support fee and Masabi Revenue Commission. Any credit card chargebacks initiated by an End Customer for any reason with respect to a Product shall be charged back to the Customer.

- (a) Should the Customer wish for Masabi to remit directly to the Customer's members then Net Revenue shall be remitted to each member based on the agency's percentage share of total ridership across all NEORide agencies, or other such reasonable allocation method agreed between Masabi and the Customer, amended no more than 2 times each calendar year. On a semi annual basis, if required by the Customer, the allocation will be actualised based on fares processed using that stored value across each NEORide member and will adjust where required with offsetting credits or debits in that month's remittance to each individual member.

8.5 All amounts and fees stated or referred to in this Agreement:

- (a) shall be payable in US Dollars;
- (b) are, non-cancellable and non-refundable and, except as expressly otherwise provided in this Agreement, shall be paid in full without any set-off or counterclaim (other than any set-off that cannot be lawfully excluded);
- (c) are exclusive of sales tax or any other tax, levy or duty imposed by Applicable Laws, which shall be added to Masabi's invoice(s) in accordance with clause 17 if applicable; and
- (d) Customer must pay all amounts payable under this Agreement without deduction, except deductions the Customer is required by law to make from any amounts due under this Agreement for or on account of any tax, duty, levy or charge (**Deduction**). Customer must promptly pay to the appropriate taxing authority the amount of any Deduction and provide Masabi with copies of all certificates, receipts and other documents in its possession or control relating to the Deduction.

The Parties reserve the right to withhold funds at any time as necessary for the settlement of any disputed charges, End Customer complaints, allegations of fraud, chargebacks, expected chargebacks and other discrepancies.

9 INTELLECTUAL PROPERTY RIGHTS

9.1 The Customer acknowledges and agrees that Masabi and/or its licensors own all Intellectual Property Rights in the Services and the Software. With the exception of any rights in the Customer Data (which shall belong to the Customer on their creation), all Intellectual Property Rights created by Masabi in the course of the performance of the Services or Masabi's other obligations under this Agreement shall belong to Masabi. All Intellectual Property Rights created by the Customer in the course of the

performance of the Customer's obligations or exercise of the Customer's rights under this Agreement shall belong to the Customer.

9.2 Except as expressly stated herein, this Agreement does not grant the Customer any rights to, under or in, any Intellectual Property Rights in the IT Systems, Platform Services, Software or the results of any Professional Services. Masabi grants to the Customer (for itself, its member organizations in good standing, and their respective Affiliates and Authorized Users), for the duration of the term of the Agreement, a non-exclusive, royalty-free, non-transferable, non-sublicensable worldwide limited license to access and use the Masabi Intellectual Property Rights in the IT Systems, Platform Services, Software or the results of any Professional Services in connection with the Services and/or as contemplated under this Agreement.

9.3 As a material obligation of this Agreement, Masabi shall not use the Customer's name, logos, trademarks, or any references either direct or indirect of the other in publicity releases, advertising, case studies or references without the prior written consent of the Customer.

10 CONFIDENTIALITY

10.1 Each party shall ensure, in respect of all Confidential Information obtained by or on behalf of it from or relating to the disclosing party, any affiliate of the disclosing party, or the disclosing party's employees or agents in connection with this Agreement or its performance, that it:

- (a) does not disclose the disclosing party's Confidential Information to any person except where and to the extent expressly permitted under clause 10.2, or to other third parties with the express prior written consent of the disclosing party and the agreement on the part of such third party to be bound by this Section 10;
- (b) maintains the disclosing party's Confidential Information in strict confidence and takes all reasonable precautions to prevent any unauthorized disclosure or use of it including taking at least the same steps to protect it as it does with its own confidential information; and
- (c) uses the disclosing party's Confidential Information only to perform its obligations or exercise or evaluate its rights under this Agreement.

10.2 Each party may disclose such Confidential Information only to those of its officers, employees, agents, sub-contractors and professional advisors who both:

- (a) need to know it to enable this Agreement to be performed or to enable that party to evaluate or enforce its rights or obligations under this Agreement; and
- (b) are informed of the non-disclosure obligations imposed by this clause 10 and upon whom similar obligations of confidentiality are placed and enforced by that party.

10.3 A party shall be liable for the acts and omissions of the persons or affiliates to whom it discloses Confidential Information as permitted under clause 10.2 as if they were that party's own acts and omissions. For the purposes of this Agreement, "affiliate" means any individual, partnership, corporation, trust, estate, association, limited liability

company or other entity controlling or controlled by or under common control with a party.

- 10.4 If either party becomes aware of any unauthorized disclosure of the other's Confidential Information, it shall immediately notify the other party and promptly comply with all reasonable requests to prevent further disclosure.
- 10.5 Regardless of anything to the contrary in this clause 10, each party shall be entitled to disclose Confidential Information to the extent that it is obliged to disclose it by law, or by a court, tribunal or competent regulatory body, or recognised stock exchange (in which case the receiving party shall give the party which has disclosed the information prompt notice of the relevant order) and shall be entitled to freely use and disclose its own Confidential Information. Notwithstanding the foregoing, if the receiving party is requested or required (by interrogatories, requests for information or documents, subpoena, civil investigative demand or other process) to disclose any Confidential Information, such party will provide the disclosing party with prompt notice of such request so that the disclosing party may seek an appropriate protective order and/or waive compliance herewith. If, in the absence of such protective order or waiver, the receiving party is compelled to disclose Confidential Information to any tribunal or else stand liable for contempt or suffer other censure or penalty, the receiving party may disclose without liability hereunder such portion of the Confidential Information that such party is compelled to disclose as instructed in writing by the receiving party's legal counsel.

11 INDEMNITY

- 11.1 Masabi shall indemnify, defend and hold the Customer, its affiliates, and their respective officers, directors and employees harmless from and against any and all lawsuits, claims, actions, demands, losses, expenses (including reasonable attorneys' fees), or damages arising out of or relating to (i) claims for personal injury or property damage to the extent resulting from the negligence or willful misconduct of Masabi, its employees or contractors, or (ii) any claim that the Services, Masabi's Intellectual Property, the Software, and/or any other deliverables infringes any third party patent, trademark, or other Intellectual Property Rights, and shall indemnify the Customer for any amounts awarded against the Customer in judgment or settlement of such claims. Customer agrees that:
- (a) Masabi shall be given prompt notice of any such claim upon learning of such claim;
 - (b) the Customer will provide reasonable co-operation to Masabi in the defence and settlement of such claim, at Masabi's expense; and
 - (c) Masabi is given sole authority to defend or settle the claim (provided that Masabi may not settle any claim unless it unconditionally releases Customer of all liability).
- 11.2 Intentionally Deleted.
- 11.3 In the defence or settlement of any claim, Masabi may use commercially reasonable efforts to procure the right for the Customer to continue using the Services, replace or modify the Services so that they become non-infringing; provided such replacement or modification does not materially decrease the functionality of the Services, or, if Masabi

determines that such remedies are not commercially feasible, terminate this Agreement on five (5) Business Days' notice to the Customer without any additional liability or obligation to pay liquidated damages or other additional costs to the Customer, except that in such event, Masabi shall refund any prepaid fees for the Services (for any period beyond the termination date or during which the Customer was not able to use the Services hereunder due to any such claim) to the Customer. In no event shall Masabi, its employees, agents and sub-contractors be liable to the Customer to the extent that the alleged infringement is based on:

- (a) An unauthorized modification of the Services by the Customer; or
- (b) the Customer's use of the Service in a manner contrary to law, to this Agreement, or to any written instructions given to the Customer by Masabi.

12 LIMITATION OF LIABILITY

12.1 NOTHING IN THIS AGREEMENT:

- (a) **SHALL LIMIT OR EXCLUDE EITHER PARTY'S LIABILITY FOR OR RELATING TO:**
 - (i) **DEATH OR PERSONAL INJURY CAUSED BY ITS NEGLIGENCE, OR THE NEGLIGENCE OF ITS PERSONNEL, AGENTS OR SUBCONTRACTORS;**
 - (ii) **FRAUD OR FRAUDULENT MISREPRESENTATION;**
 - (iii) **A BREACH OF CONFIDENTIALITY AND/OR SECURITY OBLIGATIONS; AND/OR**
 - (iv) **ANY OTHER LIABILITY WHICH CANNOT BE LIMITED OR EXCLUDED BY APPLICABLE LAW; OR**
- (b) **SHALL LIMIT OR EXCLUDE MASABI'S LIABILITY UNDER CLAUSE 11 (INDEMNITY).**

12.2 EXCEPT AS PROVIDED ABOVE IN CLAUSE 12.1, NEITHER THE CUSTOMER NOR MASABI SHALL BE LIABLE, IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR FOR BREACH OF STATUTORY DUTY OR IN ANY OTHER WAY FOR:

- (a) **ANY LOSS ARISING FROM OR IN CONNECTION WITH LOSS OF REVENUES, PROFITS, CONTRACTS OR BUSINESS OR FAILURE TO REALISE ANTICIPATED SAVINGS (WHETHER SUCH LOSS IS DIRECT OR INDIRECT);**
- (b) **ANY LOSS OF GOODWILL OR REPUTATION (WHETHER SUCH LOSS IS DIRECT OR INDIRECT);**
- (c) **ANY SPECIAL, EXEMPLARY, PUNITIVE, INDIRECT OR CONSEQUENTIAL LOSSES; OR**

- (d) **ANY LOSS OF PRODUCTION, USE, BUSINESS, REVENUE OR PROFIT OR DIMINUTION IN VALUE OR IMPAIRMENT, INABILITY TO USE OR LOSS, INTERRUPTION OR DELAY OF THE SERVICES SUFFERED OR INCURRED BY THE OTHER PARTY, OR ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, REGARDLESS OF WHETHER SUCH PERSONS WERE ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.**

12.3 EXCEPT AS PROVIDED ABOVE IN THIS CLAUSE 12, EACH PARTY'S TOTAL LIABILITY TO THE OTHER PARTY, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), BREACH OF STATUTORY DUTY, OR OTHERWISE, ARISING UNDER OR IN CONNECTION WITH THIS AGREEMENT SHALL BE LIMITED TO THE GREATER OF (I) \$50,000 USD, OR (II) THE TOTAL FEES PAID TO OR PAYABLE BY THE CUSTOMER TO MASABI DURING THE IMMEDIATELY PRECEDING TWENTY-FOUR (24) MONTH PERIOD FROM WHICH THE CLAIM AROSE (OR, FOR A CLAIM ARISING BEFORE THE SECOND ANNIVERSARY OF THE DATE OF THIS AGREEMENT, THE AMOUNT TO BE PAID FOR THE FIRST TWENTY-FOUR MONTH PERIOD).

12.4 EACH PARTY SHALL USE ITS COMMERCIALY REASONABLE ENDEAVORS TO MITIGATE ANY LOSS, DAMAGE OR EXPENSE FOR WHICH THE OTHER PARTY MAY BE LIABLE UNDER THIS AGREEMENT.

13 TERMINATION AND POST TERMINATION ARRANGEMENTS

13.1 Without affecting any other right or remedy available to it, either party may terminate this Agreement with immediate effect by giving written notice to the other party if:

- (a) the other party repeatedly breaches any of the terms of this Agreement in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of this Agreement, and fails to cure such breach within ten (10) days of receiving written notice from the non-breaching party;
- (b) files a bankruptcy petition or has such a petition filed involuntarily against it, becomes insolvent, makes an assignment for the benefit of creditors, consents to the appointment of a trustee, or if bankruptcy reorganization or insolvency proceedings are instituted by or against the other party;
- (c) any event occurs, or proceeding is taken, with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause (b) above; or
- (d) the other party suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business.

13.2 On termination of this Agreement for any reason:

- (a) the Customer shall immediately pay to Masabi any undisputed Charges due to Masabi under this Agreement;
- (b) each party shall return and make no further use of any equipment, property and other items (and all copies of them) belonging to the other party;
- (c) Masabi may destroy or otherwise dispose of any of the Customer Data in its possession unless Masabi receives, no later than ten (10) days after the termination of this Agreement, a written request for the delivery to the Customer of the then most recent back-up of the Customer Data. Masabi shall use reasonable commercial endeavors to deliver the back-up to the Customer within thirty (30) days of its receipt of such a written request, provided that the Customer has, at that time, paid all Charges outstanding at and resulting from termination (whether or not due at the date of termination). The Customer shall pay all reasonable expenses incurred by Masabi in returning or disposing of Customer Data;
- (d) any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of this Agreement which existed at or before the date of termination shall not be affected or prejudiced.

14 FORCE MAJEURE

Neither party shall have liability to the other party under this Agreement if it is prevented from or delayed in performing its obligations under this Agreement, or from carrying on its business, by acts, events, omissions or accidents when and to the extent such prevention or delay is caused by or results from acts beyond the affected party's reasonable control and without the fault or negligence of the party claiming the force majeure event, including, without limitation, strikes, lock-outs or other industrial disputes (other than involving the workforce of its own or any other permitted subcontractors' workforce), failure of a utility service or transport or telecommunications network, act of God, war, riot, civil commotion, malicious damage, Viruses, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, or storm.

15 VARIATION

- 15.1 No variation of this Agreement shall be effective unless it is in writing and signed by the parties (or their authorized representatives).
- 15.2 For operational and other reasons, Masabi may at any time vary the technical specification and form of the Services without seeking the consent of the Customer PROVIDED THAT such variation does not detract from or impair to a material degree the overall operation or performance of Services or will or may result in the Customer incurring additional costs or expenses. Masabi shall give notice to the Customer of any such variation as soon as practicable. The expense of any such variation shall be borne by Masabi.

16 INSURANCE

Masabi shall, at its own cost and expense, maintain and keep in force commercial general liability insurance having a single limit liability for bodily injury, personal injury,

and property damage of not less than one million dollars (\$1,000,000) and general aggregate liability of not less than two million dollars (\$2,000,000), professional liability insurance, automobile insurance, workers' compensation as required by law, cyber security insurance having a single limit liability of not less than one million dollars (\$1,000,000), and excess/umbrella coverage having a single limit liability of not less than five million dollars (\$5,000,000). All insurance shall be carried on standard policy forms with insurance companies with an A.M. Best Rating of at least A-VII and licensed to do business in the jurisdictions where the Services are to be performed. All insurance policies, except for workers' compensation coverage, shall name the Customer as an Additional Insured under this Agreement. The required insurance policies shall include a waiver of subrogation in favor of the Customer. The required insurance policies shall be Primary and Non-Contributory and any other valid insurance held by the Customer will be excess of these Primary policies. Within seven (7) days of the execution of this Agreement and at each subsequent policy renewal Masabi shall provide a certificate(s) of insurance evidencing the required coverage and terms and conditions specified in this Section. Such certificate(s) shall provide evidence that required policies contain a thirty (30) day prior notice of cancellation or non-renewal provision to Customer. Masabi will be solely responsible for any deductible or self-insurance retentions. The required insurance policies are the Customer's minimum insurance requirements and Masabi agrees and understands that such insurance requirements may not be sufficient to fully meet Masabi's insurance needs. The insurance required in this section shall not limit Masabi's liability under this Agreement. The required insurance coverage and limits of liability set forth in this Section shall not be construed as a limitation or waiver of any potential liability of satisfaction of any indemnification/hold harmless obligation of Masabi.

17 GENERAL

17.1 Assignment and other dealings. The Agreement is personal to each of the parties and neither party may assign, hold on trust or otherwise transfer, part with or share any of its respective rights or obligations under this Agreement (or purport to do so) without the prior written consent of the other (which shall not be unreasonably withheld or delayed). However, Masabi shall be entitled to sub-contract its obligations under this Agreement provided that it remains primarily liable to the Customer for the performance of those obligations. Notwithstanding the foregoing, the Customer may, upon notice and without Masabi's consent in connection with a merger, reorganization or sale of all or substantially all of its assets or equity, assign this Agreement in its entirety to the Customer's successor.

17.2 Notices

- (a) Any notice or other communication given to a party under or in connection with this Agreement shall be in writing, addressed to that party at its registered office (if it is a company) or its principal place of business (in any other case) or such other address as that party may have specified to the other party in writing in accordance with this clause, and shall be delivered personally, or sent by pre-paid first class post or other next working day delivery service, commercial courier or e-mail.
- (b) A notice or other communication shall be deemed to have been received: if delivered personally, when left at the address referred to in clause (a); if sent

by pre-paid first class post or other next working day delivery service, at 9.00 am on the second Business Day after posting; if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed; or, if sent by e-mail, one Business Day after transmission.

- (c) The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.

17.3 **Severance.** If any provision or part-provision of this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this Agreement.

17.4 **Waiver.** A waiver of any right or remedy under this Agreement or law is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. No failure or delay by a party to exercise any right or remedy provided under this Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

17.5 **Entire agreement.**

- (a) This Agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

- (b) Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation based on any statement in this Agreement.

17.6 **No partnership or agency.** Nothing in this Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between the parties, nor constitute either party the agent of the other for any purpose. Neither party shall have authority to act as agent for, or to bind, the other party in any way.

17.7 **Governing law.** This Agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of the State of Ohio, without regard to its conflict of laws principles.

17.8 **Jurisdiction.** Each party irrevocably agrees that the courts of Summit County, Ohio shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims).

17.9 **Audit Rights.** During the term of this Agreement and for one year after, Masabi shall:
(a) maintain complete and accurate books and records regarding its business

operations relevant to the calculation of fees and any other payment obligations or Taxes relevant to Section 8 hereof; and (b) upon the Customer's request, make such books and records, and appropriate personnel, available during normal business hours for inspection and audit by the Customer or an independent accountant that is reasonably acceptable to Masabi, provided that the Customer shall: (i) provide Masabi with at least 30 days' prior notice of any audit; (ii) undertake an audit no more than once per calendar year, except for good cause shown; and (iii) conduct or cause to be conducted such audit in a manner designed to minimize disruption of Masabi's normal business operations. The Customer may take copies and abstracts of materials reasonably audited, at the Customer's cost, provided that such material is deemed Confidential Information of Masabi. The Customer will pay the cost of such audits unless an audit reveals an overbilling or over-reporting of 5% or more, in which case Masabi shall reimburse the Customer for the reasonable cost of the audit.

- 17.10 Third-Party Beneficiaries. The member organizations of the Customer that are in good standing shall be and hereby are intended third-party beneficiaries of this Agreement. Except for the foregoing, this Agreement is an agreement between the parties and confers no rights upon any of the parties' employees, agents, contractors or customers, or upon any other person.
- 17.11 Survival. Sections 6, 9, 10, 11, 12, 13, 15.1, 16, and 17, shall survive the termination or expiration of this Agreement for any reason.
- 17.12 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of which together shall be deemed to be one and the same agreement. Signature pages delivered by portable document format (PDF) to this Agreement shall be binding to the same extent as an original.

[SIGNATURE PAGE FOLLOWS]

THIS AGREEMENT has been entered into on the date stated at the beginning of it.

**SIGNED by Zachary Ascher for and on
behalf of MASABI LLC:**

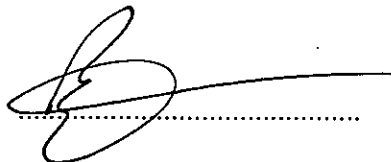
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.....

VP Business Development

**SIGNED by Ben Capelle for and on
behalf of NEORide Regional Council of
Governments**

)
)
)


.....

Chairperson

Annex 1

Services

1 PLATFORM SERVICES

1.1 The Platform Services are as follows:

(a) **Justride Fare Payment Platform**

This shall mean configuration, branding, project management, training, documentation and implementation support.

(b) **Justride Fare Payment Platform Ongoing Service and Support**

This includes provision and support for the Justride consumer mobile application, hub back-office service, service hosting, maintenance & service upgrades, account management and 24/7 technical support and electronic validation of the Products via the Inspect mobile fare Inspection Services.

1.2 Masabi's standard service levels relating to the Platform Services are included as Annex 3.

2 PROFESSIONAL SERVICES

2.1 The Professional Services are those services provided from time to time, including but not limited to, implementing changes to the Platform System product customization in accordance with clause 15 of this Agreement.

ANNEX 2

CHARGES AND PAYMENT

All fees below are exclusive of any sales tax applicable.

	Year 1	Year 2	Year 3	Year 4	Year 5
Initial startup costs	\$0.00				
Annual fixed cost	\$12,000.00	\$12,000.00	\$12,000.00	\$12,000.00	\$12,000.00
Per transaction revenue share	8.50%	8.50%	8.50%	8.50%	8.50%
Per-transaction fee (for transactions below \$2)	20¢	20¢	20¢	20¢	20¢

Optional Items:

Item description	Unit Price
Additional member set up fee	\$0.00
Transit app SDK Implementation fee, 1x	\$6,000.00
Installation Mobilization, per mobilization (pricing from ESP installation partner)	\$7,500.00
Electronic Validation Installation, per unit	\$425.00
VAL 100 Electronic Validator, per unit	\$1,950.00
VAL 100 Electronic Validator Warranty, per unit (first year after purchase)	\$0.00
VAL 100 Electronic Validator Warranty, per unit (second and subsequent years after purchase)	\$234.00
Masabi Inspect Validator (Re-branded as Justride Validator; images/ spec below)	\$1,350.00
Masabi Inspect Validator Warranty, per unit (first year after purchase)	\$0.00
Masabi Inspect Validator Warranty, per unit (second and subsequent years after purchase)	\$135.00

Notes:

1. The transaction fee for those transactions below \$2 has been included to account for payment processing fees. An alternative approach to this would be to institute a minimum transaction value over \$2, thereby requiring passengers to at a minimum purchase enough tickets to exceed the \$2 value (accomplished by purchasing multiple tickets at once). With this approach, the NEORide agencies can avoid these fees.
2. This commercial proposal has been calculated assuming a chargeback ratio of 0.05% of all transactions, which is considered market average. Any chargeback fees charged by the payment processing services over this estimated rate would be charge back to the Transit Agencies at cost, with no profit element for Masabi.
3. Installation Mobilization is a fee for the costs of mobilizing the team for installation. Assumed the installation team will only need to be mobilized one time for installation. If more than one trip is necessary to install validators across the multiple agencies, this will be a fee per each mobilization.

4. Note on concessionary rides: Concessionary rides (those rides that are issued free of payment within the platform) are included in this pricing up to 1million rides per year. Both parties agree to revisit pricing for these rides if the total number of concessionary rides exceed 1million rides per year.

Professional Services

The following rates shall be used for Professional Services:

Role	Hourly Rate (USD)	Daily Rate (USD)
Program Manager	300	2,400
Project / Product Manager	250	2,000
Senior Architect	400	3,200
Senior Platform Engineer	300	2,400
Developer	220	1,800
Industrial Designer	500	4,000
Support Engineer	187.5	1,500
Training Services - Onsite	150	1,200
Training Material Development	187.5	1,500

PAYMENT AND FARE REMITTANCE

The total value of fares received by the Service Provider less the charges described above shall be remitted to the Customer within 5 working days of the end of each calendar month by ACH bank transfer, together with remittance advice by email.

The Customer will provide ACH details for each participating agency separately.

The Customer's contact(s) for the remittance advice shall be Katherine Manning. Contact information below:

Katherine Manning
 Director of Client Services
 Ohio Transit Risk Pool (OTRP)
 1 Park Center Dr #300
 Wadsworth, OH 44281
 330-334-6877
 katherinem@otrp.org

ANNEX 3

Service Level Agreement

Table of Contents

Table of Contents

OVERVIEW..... 28

CLOSING 29

DETAILED REVIEW OF MASABI'S INCIDENT MONITORING AND ESCALATION
GUIDELINES 30

DOCUMENT PURPOSE..... 30

ROLES AND RESPONSIBILITIES 30

Masabi Roles & Responsibilities 30

Customer Roles & Responsibilities 31

DEFINITION OF AN INCIDENT 31

Incident Priority and Severity 32

SUPPORT AND ESCALATION 32

Overview 32

Response Process..... 33

Incident Management Expectations 33

Incident Categorization 33

Incident Priority and Impact 34

Support Contact Protocol..... 35

Masabi Escalation Steps for Incident Resolution 37

INCIDENT TRACKING AND MONITORING 37

Incident Closure..... 38

APPENDIX 1 –POINTS OF CONTACT 40

POINTS OF CONTACT 40

Masabi Support	40
Account Support	40
Primary Customer Contact – IT Service Desk.....	41
APPENDIX 2 –SYSTEM PERFORMANCE.....	42
SYSTEM RESILIENCY AND UPTIME	42
Performance Agreement Between AWS™ and Masabi	43
Third Parties Services (Including AWS) Incorporated Into the Customer JustRide Mobile Platform	43
Incident Monitoring	44
Performance Monitoring:.....	48

Executive Summary

This document describes the guidelines for the overall monitoring, incident response and escalation protocols employed by Masabi to monitor its Justride platform, on which the Customer's JustRide service is built. The content herein outlines the Customer's architecture on the JustRide platform (refer to Appendix 1), monitoring program, the underlying system support services, and the steps that the Masabi Support team will provide in response to any unplanned inaccessibility or outage for the Customer's JustRide service.

Overview

Masabi provides a scalable, robust and responsive Incident Management process to administer an effective, highly redundant platform for large metropolitan agencies. It utilises a combination of best-in-breed cloud hosting through Amazon Web Services (AWS) with multi-layered load balancing, immediate scalability, and high level incidence response. As additional measures, Masabi applies independent monitoring services for the components that make-up the overall Customer's JustRide platform.

Response Time – Masabi's Response Time is formulated on a scaled basis determined by the categorization of the Incident Severity, which is measured by the degree of service limitation experienced by the Customer and other hosted customers..

In addition, for Incidents relating to AWS services, which perform a critical component of providing overall service availability, Masabi and AWS operate with a 60 minute Incident Management Response plan, supported by Masabi's own incident response time and processes.

Priority – Masabi's Incident Management guidelines stipulate as a standard performance measurement a 4-hour resolution for a Priority 1 (P1) incident and an 8-hour resolution for a Priority 2 (P2) incident. Interim timeframes are stated for acknowledgement and assignment to provide Customers with an understanding that their issues have been received and are in the process for resolution.

Severity – Customer's incident categorization that correlates to Masabi's Incident Priority. Incidents prioritized as P1 will be assigned a severity of, 'Critical'; P2 = 'High'; P3 = 'Medium'; and P4 = 'Low'.

Performance Uptime – In general, outside of scheduled maintenance windows and planned outages (system upgrades), the Customer's JustRide platform operates on a 99.95% uptime performance. It was designed to be highly redundant, integrated with elastic load balancing, which can direct traffic to redundant servers in case of a failure or it can increase capacity during high volume processing times. Additionally, it is PCI compliant and it adheres to all agreed upon standards for financial transaction processing.

Dedicated Support & Service – Masabi has dedicated services and support personnel who are trained for Incident Response Management and who understand the protocols for triage, first response acknowledgement, troubleshooting and problem resolution. Due to the criticality of servicing a solution with high-touch point customer satisfaction and experience, this team is available 365 days a year, 24 hours a day.

Logging an Incident – If an incident should occur, an authorized Customer contact, using an Customer email account, will initiate an email to Masabi at Support@Masabi.com. If an acknowledgement is not received within 15 minutes, Customer has a secondary means of escalation through a dedicated telephone number.

Escalation – In addition, Masabi provides escalation and account management processes through a documented prioritisation, categorization and resolution program, which is focused on account management and communication in addition to handling the technical resolution, which allows for internal agency communication and understanding.

Formal Review and Reporting – Formalized Incident Reports are generated for any Incident that affects the level of service as agreed upon between Masabi and the Customer. An Incident Report involves teams across Masabi including IT Operations, Support, Account Management, Engineering, Product Management, Engineering and Quality Assurance.

Closing

As illustrated above, Masabi already has established robust monitoring, incident response and escalation processes for the Customer's Justride system. Masabi's Incident Management system provides the Customer with a level of assurance should something occur with the Customer's JustRide API, it will be resolved quickly and satisfactorily. The remainder of this document offers further details of Masabi's System and Incident Monitoring Guidelines.

Detailed Review of Masabi's Incident Monitoring and Escalation Guidelines

Document Purpose

This document describes the guidelines for the overall monitoring, incident response and escalation protocols employed by Masabi to monitor the Customer's Justride service. The content herein outlines Customer's Justride's architecture (refer to Appendix 2) and monitoring, the underlying system support services, and the steps that the Masabi Support team will provide in response to any unplanned inaccessibility or outage for the Customer's JustRide service. These guidelines apply solely to Customer's JustRide live environment and do not cover other applications or environments, which, from time to time, maybe made available to the Customer for the purpose of reviewing or testing new features and functionality.

Roles and Responsibilities

Masabi and the Customer will designate individuals within each respective organization to perform the Incident Management tasks outlined in this agreement. The Customer agrees to maintain and communicate the designated Incident Management roles as defined below.

Details of the designated parties can be found in the **Points of Contact** document (Appendix 1).

Masabi Roles & Responsibilities

To ensure that Incidents and requests are handled efficiently, Masabi has implemented a two-tier support structure that includes both Masabi Support technical leads (typically based in the UK) and Account Support leads (typically based in local geographic regions), or assigned partners.

Masabi Support

Masabi Support operates 24 hours per day, 365 days a year. Masabi Support has the primary goal of triaging, investigating and resolving incidents, in accordance with agreed SLAs. The Masabi Support team is capable of resolving complex incidents and providing effective workarounds that allow your business operations to be resumed with minimal loss. Masabi Support activities include, but not limited to the following:

- Contacts Customer in accordance with the Customer escalation contact protocol.
- Acts as a point of escalation for Incidents or ongoing issues.
- Creates an agreed upon process for updates and notifications during the Incident Timeframe; and oversee the development of the official closing Incident Management Report.
- Contacts Customer IT for any requests to implement a system outage necessary to enact a corrective action.
- Provides detailed updates and explanations to the Customer and Account Support, as recorded within the Incident Management Suite, including the Incident Tracking and Monitoring log.
- Collaborates with other secondary-tier engineers to formulate a resolution, temporary fix, or workaround via the raised record within Incident Management Suite.

- Ensures all development related fixes are recorded within the Product Development specific JIRA space.
- Collaborates with other Masabi resources to formulate comprehensive outage reports detailing the root cause, impact and mitigating actions to prevent recurrence.
- If required, attends regular incident review meetings with Customer. The frequency of meetings will be as agreed per the Customer but shall be at least quarterly.
- Once incidents are resolved, tests and provides confirmations of resolution.

Account Support

Account Support activities include:

- Oversees the relationship with the Customer.
- Collates and distributes performance, financial and service reports.
- Attends regular service review meetings with the Customer and, if necessary, attends incident review meetings. The frequency of meetings will be as agreed per the Customer but shall be at least quarterly.
- Manages the fulfilment of requests received via the Masabi Support function.

Customer Roles & Responsibilities

Primary Customer Contact – IT Service Desk

- Acts as the single point of escalation.
- Acts as the liaison between internal parties and Masabi for inbound and outbound incident reporting and coordination; coordinates internal team communication.
- Manages and tracks any raised incidents or requests submitted to Masabi.
- Raises known or discovered incidents through the Masabi Support function.
- Provides support to internal functions utilizing Masabi services.
- Provides symptoms, investigatory information and support to the Masabi Support function.
- Notifies internal functions of the status of Masabi services.
- Notifies Masabi of any known hardware or operating system changes or updates.
- If required, attends regular incident review meetings with Masabi. The frequency of meetings will be as agreed per the Customer but shall be at least quarterly.

Customer Justride Owner

- Attends regular service review meetings with Masabi and, if necessary, attends incident review meetings. The frequency of meetings will be as agreed per the Customer but shall be at least quarterly.
- Provides approval for any required outages that affect the system or product, but are necessary to implement a corrective action.

Definition of an Incident

An Incident is an unplanned interruption to a service, or reduction in the quality of service, affecting the customer or end-user experience. Failure of any item, software or hardware, used in the support of a system is also an Incident, even if the failure has not yet affected or impacted service. For example, the failure of one component of a redundant, high-availability configuration is categorized as an Incident even though it does not interrupt service.

An Incident occurs when the operational status of a production item changes from working to failing or about to fail, resulting in a condition in which the item is not functioning as it was designed or implemented. The resolution for an Incident involves implementing a corrective action to restore the item to its original state.

An Incident can be classified in one or more of the following categories:

- **Customer App Incident:** Customer application functionality not available to end-users due to the Masabi API.
- **Hub Incident:** Outage that affects the Hub back-office but no customer-facing components.
- **Validation Incident:** Affects the Inspect app and electronic validation.
- **Payment Incident:** Outage that prevents purchases and/or refunds, but does not impact activations, Hub, etc.
- **Ticket Usage Incident:** Accessibility or outage that affects prior ticket purchases or activations, which affect a widespread customer base (e.g. not a user error on a single ticket activation).
- **Full System Outage:** No system components available to agency staff or end-users.
- **Uncategorized Defect:** Any other anomaly that is not classified in one of the above.

Incident Priority and Severity

The priority and severity of an incident are assigned during an initial triage as displayed in the 'General Process Flow Diagram' figure below. The priority and severity level is determined by the level of impact or service limitation experienced by the Customer.

Each time an incident is reported either by automated tools, Masabi, or by the Customer, an impact analysis is performed in order to categorize the Incident and define an Incident response plan. Masabi will issue an acknowledging notification to the Customer within 15 minutes after the incident is reported. Incident response plans (aka, corrective action plan) are determined based on the assigned priorities and severities. The assigned priority dictates the time by which Masabi will provide the Customer with the details of their planned corrective actions. For example, "Priority" (P) P1 issues are responded to within a guaranteed response of <60 minutes.

Masabi provides a standard response guideline as described in the table below:

Masabi Priority	Customer Severity	Guaranteed Response	Resolution
P1	Critical	< 60 Minutes	4 Hours
P2	High	< 4 Hours	8 Hours
P3	Medium	< 12 Hours	As Defined
P4	Low	< 24 Hours	As Scheduled

Support and Escalation

Overview

Masabi operates a support and response function that offers 24/7 coverage 365 days a year. The Masabi response team, (aka, Masabi Support), has the primary goal of triaging, investigating, developing corrective action plans, and resolving incidents, in accordance with agreed service level

agreements (SLAs). To ensure that incidents and requests are handled efficiently, Masabi has implemented a two-tier support structure that includes both technical leads (typically based in the UK) and account-management leads.

Response Process

Any Customer support requests should be raised through the dedicated Masabi Support email address (listed in Appendix 1) by Customer's authorized contacts. Receipt of this email will trigger the Incident handling and tracking mechanisms to ensure a support engineer is assigned to triage and address the support request. Similarly, when Masabi's automated monitoring systems indicate a possible system outage; this will trigger the Incident handling and tracking mechanisms to assign a support engineer, too. If the Customer has not receive an acknowledgement within 15 minutes of emailing the Masabi Support email address, the Customer should call the support number listed in Appendix 1 of this document. Additionally, in either case, once the Incident Priority and Category have been established, the Customer escalation contact protocol should be followed to allow the Customer to inform the affected operational departments quickly.

Incident Management Expectations

Detailed below are the SLA Incident Management targets for Masabi and the Customer; all timings are calculated from the moment the support request (Customer or automated) is received by Masabi's Support function.

Masabi Priority	Customer Severity	Acknowledgement	Prioritization	Assignment	Resolution*
P1	Critical	15 Minutes	25 Minutes	30 Minutes	4 Hours
P2	High	15 Minutes	60 Minutes	60 Minutes	8 Hours
P3	Medium	15 Minutes	24 Hours	1 Business Day	As Defined**
P4	Low	15 Minutes	24 Hours	3 Business Days	As Scheduled***

(*) Resolution times are defined as the maximum time in elapsed minutes from the initial support request (e.g. total time) and includes time allocated to prior stage

(**) As defined by the resolution plan agreed between Masabi and the Customer.

(***) As scheduled, pending requirements and evaluation performed on a case by case basis.

Incident Categorization

Upon receiving a support request or alert, Masabi Support will perform an impact analysis in order to categorize the Incident and define an Incident response plan, following which, Masabi Support will contact the Customer as listed in the enclosed Points of Contact page. The assigned support engineer will develop an incident response plan in accordance to the assigned Incident "Priority" (P). The support request or alert will also have an Incident Categorization assigned, as per the categories stated below. The priority value and severity assigned are influenced by the Incident Category, which is a factor in determining the level of effort required for the Incident Resolution, and determines the resolution response process.

The table below represents the Incident Categorizations.

Incident Category	Description
Customer App Incident	Customer application not available to end-users.
Hub Incident	Outage that affects the Hub back-office but no customer-facing components.
Validation Incident	Affects the Inspect app and electronic validation.
Ticket Usage Incident	Accessibility or outage which affects prior ticket purchases or activations which affect a widespread customer base (e.g. not a user error on a single ticket activation).
Full System Outage	No system components available to agency staff or end-users.
Uncategorized Defect	Any other anomaly that is not classified in one of the above.

Incident Priority and Impact

The priority (P-Value) of an incident is assigned during the triage phase; the level of priority is determined by the level of impact or service limitation experienced by the Customer.

Impact Values

I1 – “Service” affected for more than 5% of users; including JustRide customers unable to purchase or activate tickets; Tickets cannot be validated; Customer customer service cannot issue refunds, or cannot widely access customer accounts.

I2 – “Service” affected for less than 5% of users; JustRide customers cannot purchase, but can activate tickets; tickets can be validated visually, but not electronically; Customer customer service broadly has limited access to the JustRide Hub.

I3 – Intermittent loss to “Service”, however functionality remains with workaround; Customer customer service has intermittent accessibility to reports; the JustRide is experiencing a lag in data exchange from the API that is greater than 10 minutes.

In order to assess an impact level of I1 or I2, as defined above, reported incidents must be reproducible and there should be multiple instances reported. During Masabi triage, it is expected that the reported incident is reproducible and to have received multiple occurrences of the same reported incident; e.g., verification of a single payment failure that is it not due to insufficient funds or typos in credit card details. If an incident is not reproducible or there are no reports of multiple occurrences, the incident should be classified as P3 or lower with an I3 impact level assessed.

Retail Product Suite Priority Assignment

Service	I1	I2	I3
<i>Functionality critical for travel</i>			
API based ticket issuance	P1	P1	P2

<i>Functionality not critical for travel</i>			
Hub Analytics	P2	P3	P3
Financial Reports	P2	P3	P3
Customer Services User Interface	P2	P3	P3
All Other Uncategorized Defects	P4	P4	P4

Validation Product Suite Priority Assignment

Service	I1	I2	I3
<i>Ticket Validation Database (TVD)</i>			
Availability of Scan Record data to other applications	P1	P1	P2
Record and manage Barcode Ticket Scan Records	P1	P1	P2
Distribution of Deny Lists	P2	P2	P3
<i>Inspect Handheld application</i>			
Barcode Validation	P1	P1	P2
Sync Scan records and Deny Lists with TVD database	P1	P1	P2
Gate-line, on-board and spot check mode	P2	P2	P3
<i>Functionality not critical for ticket validation</i>			
Raw Data Feed from TVD	P2	P2	P3
Hub/ Analytics	P2	P2	P3
Customer Services User Interface	P2	P2	P3
All Other Uncategorized Defects	P4	P4	P4

Support Contact Protocol

If Masabi Identifies a P1 or P2 Incident

Masabi's JustRide system monitoring will immediately identify many Incidents. Should Masabi Support receive an alert that may indicate a P1 or P2 Incident, the engineer on-call will conduct the following:

1. Test the Service
 - a. Is it available?
 - b. Is it potentially a system-wide outage?
 - c. Are key services responding?
 - d. Can a ticket be purchased via API?
 - e. Does redeploying service resolve issues?
2. Escalate
 - a. Use instant internal messaging systems at Masabi to seek escalation and resolution guidance.
 - b. Inform Masabi Account Services
 1. Inform Customer Point of Contact(s) – refer to Appendix 1
 2. Keep Customer Point of Contact Informed via email – refer to Appendix 1
 - c. Technical Escalation Process
 - i. Functional Experts:
 1. API - Engineering (on-call)
 2. Inspect - Engineering (on-call)
 3. Hub - Engineering (on-call)
 - ii. VP of Engineering
 - iii. CTO

If Customer Identifies a P1 or P2 Incident

In the instance that Customer encounter a fault with the Customer JustRide service, product, or system, Customer will submit a request to Masabi Support by following the steps below.

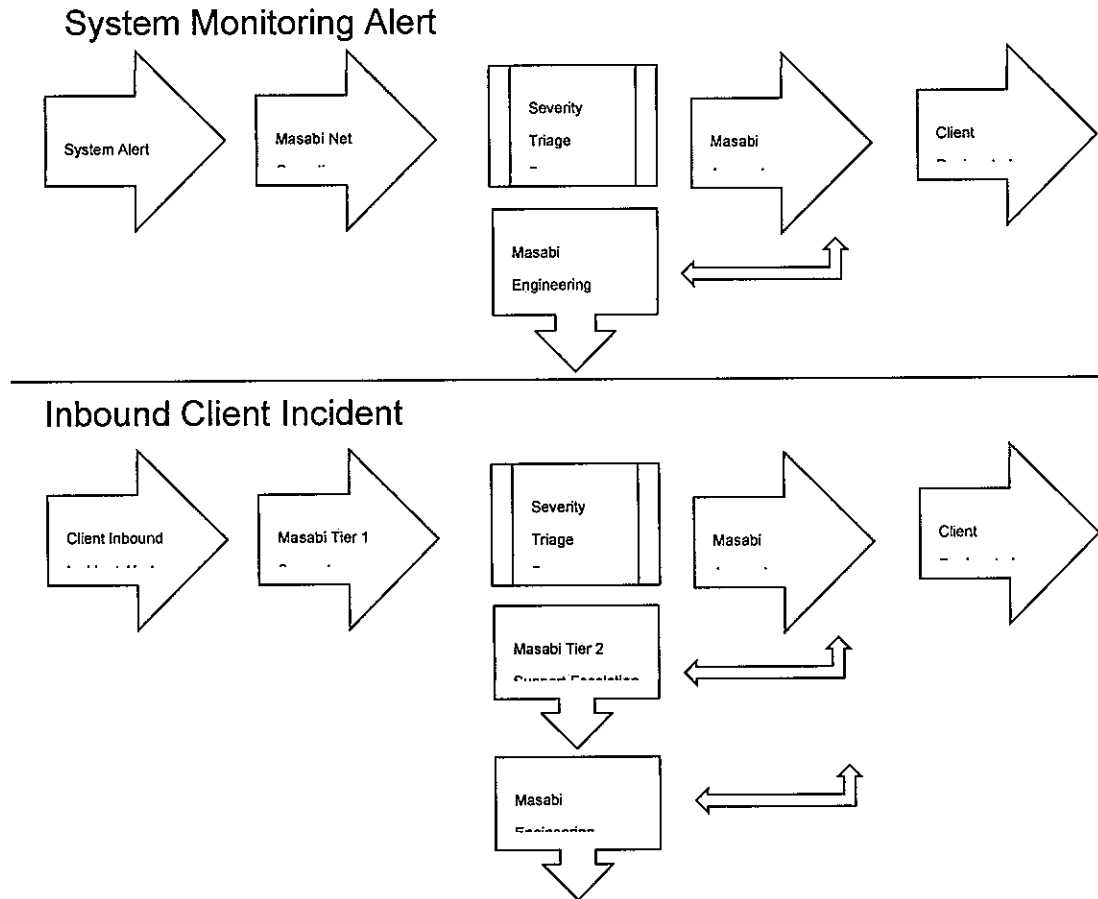
- Report the incident via email to Support@Masabi.com, clearly stating that this is the Customer JustRide account, the system or product, the symptoms experienced and where possible the quantity of users affected. Important: emails should be sent from an official Customer email account to validate the inbound request.
- If an acknowledgment of the email is not received within 15 minutes, the Customer should call Masabi Support at the Phone and/or Emergency Phone numbers listed in Appendix 1. An on-call member of the Masabi Support team will be alerted following the P1 or P2 alerting channels.
- Customer will follow its contact protocol to notify the affected operational areas.
- Once the issue has been communicated to Masabi, either by email or telephone, Masabi's Support Management Suite will automatically create an Incident ticket, corresponding ITN, Incident Record and Log, and alert the necessary Masabi Support staff. The incident record will contain the information that the Customer has provided, an ITN, and notes from Masabi Support once triage has commenced.

For All P1 and P2 Incidents:

- When alerted, the Masabi Support tier one team will begin to triage the issue or incident and assign a priority based on the detail that the Customer has provided or from Masabi's automated monitoring systems. To further Masabi's progress in triaging or investigating the incident, Masabi may conduct a conference call with the relevant parties to discuss in detail the symptoms, impact, suspected cause and any known resolutions or temporary workarounds.
- Should the investigation prove that the incident is of a complex nature or a resolution cannot be found within a timely manner, the incident will be escalated to subject-matter experts within Masabi; Customer IT will be notified. For example, if the issue is with the payment process, Masabi Support will immediately notify members of Masabi's Payments Team.

Masabi Escalation Steps for Incident Resolution

General Process Flow Diagram



The above defined process flow handles all levels of Priority Status (P1 through P4). Incidents rated as P3 & P4 do not affect the critical function of the system nor the ability to purchase, store, validate and activate tickets. For P3 and P4 incidents, a general workaround is known and can be applied with a change to behavior. P3 and P4 incidents will be tracked and monitored in an Incident Tracking and Monitoring log; P1 and P2 incidents are logged here if, and only if, there are not short-term resolutions available.

Incident Tracking and Monitoring

For all incidents, Masabi Support will generate an Incident Tracking Number (ITN) from Zendesk (Masabi's Incident Monitoring Suite) that is assigned to the incident record, incident log entry and incident response plan. The ITN number is used for any follow-up referencing, as well as Tracking and Monitoring the status of corrective actions. The Incident Tracking and Monitoring log will be reviewed as part of the regular service review meetings.

Incident Closure

Once the Customer and Masabi have confirmed the incident has been resolved, the incident record will be closed and the status of the incident log entry will be changed to resolved/closed. Additionally, the below steps shall be followed. Please note, if the Customer has not received confirmation from Masabi Support, but Masabi has documented that incident has been resolved and service has resumed, the incident record will be closed and the Customer will be notified:

- When the incident has been resolved, the incident record will be updated and the Customer will be notified.
- Upon resolution and closure, the incident will be reviewed by the Masabi Support function. The incident will then feature within Masabi's reporting system, should the nature of the incident appear within a trend; the incident will form a record within Masabi's Problem Management Process, leading to consideration for further enhancement to the product or system.
- If any downtime or system outage is encountered a full report will be provided to the Customer within 10 (ten) business days; detailing the root cause, steps taken to resolve and measures implemented to deter a repeat occurrence. Time to develop the full Incident Report is determined by the severity of the problem and the level of investigation, if development is required, and platform wide impact. The Incident Report is the official recording of the Incident Management Process and Resolution; however, it is not the only communication during an incident timeline. During an incident, customers can expect to receive frequent updates on the cause, steps being taken in the troubleshooting process, updates on new information that may affect the outcome and standard stakeholder briefings. Masabi will work collaboratively to define the interval of communication best suited to the incident category and prioritization. For P1 and P2 category events, Masabi will communicate updates in 30-minute intervals.

Appendix 1 –Points of Contact

Points of Contact

Masabi Limited

Masabi Support

Title:	Support Contacts
Standard Support Email	support@masabi.com
Critical Support Email	criticalsupport@masabi.com
UK Phone(Local)*	<u>+44 (203) 750 9812</u> (Critical Support Option # 1 & 1)
US Phone (Local)*	<u>+1 (917) 810-7644</u> (Critical Support Option # 1 & 1)
US Phone (Toll-Free)	<u>+1 (800) 290-8851</u> (Critical Support Option # 1 & 1)
ES Phone (Local)	<u>+34 518 989 598</u>

Account Support

Project Manager	Chris Ciaio
Email	chris.ciaio@masabi.com
Telephone Number	718-714-8326
Account Manager	Brittiany Bernard
Email	brittiany.bernard@masabi.com
Telephone Number	<u>845-721-2524</u>

Customer – Contacts

Primary Customer Contact

Title:	Katherine Manning, Director of Client Services
Email:	katherinem@otrp.org
Phone:	330-334-6877

Appendix 2 –System Performance

System Resiliency and Uptime

Masabi maintains best-in-class uptime using an extensive hosting design based on Amazon's AWS cloud hosting products, featuring multi-availability zone redundancy on all components where each availability zone is a fully independent geographically discrete building, with separate electricity supply, cooling and internet connection.

Diagram of Masabi AWS architecture for system resiliency



Key Benefits of a AWS Hosting Environment as Configured Include:

- Continuously updated as hardware improves.
- Load balancer with built-in redundancy, automatically coping with the loss of a data center while continuing to serve traffic.
- Enables horizontal auto-scaling up to cope with demand, and down when not required.
- Auto-scaling also enables self-healing, recreating a new server if one locks up.
- Hosts Customer JustRide's core MySQL databases, which are automatically backed up.

- Automatic failover and multi data center redundancy.
- Upgrades power and memory quickly if scaling is an issue.
- Can rapidly create complete DB snapshots for offline tasks without affecting live service.
- Simple scalable storage system used for a range of tasks inside the platform
- Self-healing system is able to detect unresponsive nodes, responding by tearing down and rebuilding entire servers transparently.

Inbound traffic comes into redundant Elastic Load Balancers (ELBs), which split the traffic to a redundant set of servers in different zones running the lightweight Nginx web server. These act as a routing layer, directing requests onto the appropriate service.

Each service then has its own redundant ELBs, which split traffic for that service across multiple servers in different zones. When the ELB detects that a single service is unresponsive, the ELB will tear down the service and replace it on a brand new server running the same service without any manual intervention.

Additionally, all databases within the system offer multi-zone redundancy using Amazon's RDS product, offering a master/slave database pair where an unresponsive master can automatically be swapped out for a slave containing identical data. In a number of services, additional read replica databases are used to segregate heavy read load from impacting updates to the master data.

Performance Agreement Between AWS™ and Masabi

AWS Incident Response targets are provided under the general Terms & Conditions between AWS and Masabi as a Business Service Provider. Full details of these terms can be found on the AWS website at, <https://aws.amazon.com/>. All timings are calculated from the moment the support request is received by the AWS support function.

AWS Response Time

At minimum, any and all requests provided by Masabi will be responded to within 60 minutes by an AWS Cloud Support Developer. In addition, there are unlimited incident reporting capabilities under the support agreement between Masabi and AWS

After the initial "Response", all incidents will follow the Incident Categorization and Prioritization as outlined in this document

Third Parties Services (Including AWS) Incorporated Into the Customer JustRide Mobile Platform

Detailed below are the third parties that provide services to Masabi to support the Customer JustRide platform. Parties noted below provide individual service monitoring in addition to the monitoring provisions provided by Masabi. On a case by case basis, the Customer may opt to use their own preferred service provider.

Amazon Web Services (AWS™)

- Provision of a secure cloud hosted environment
- Provision of Cloud based storage
- Provision of up to seven (7) globally based data centers
- Provision of fully accredited disaster recovery mechanisms
- Provision of load balancing and maintenance services

- Hosts all Masabi Back Office Products and Services

Incident Monitoring

Masabi monitors the health of the Customer JustRide system via web server performance management solutions, which easily integrate into the AWS cloud services to monitor server performance and availability.

StackDriver

- Provides detailed granular monitoring of all servers.
- New servers are automatically recognized and integrated into monitoring when added by the ELB.

PagerDuty

- 24/7 Masabi Support operation are contacted using PagerDuty alerting, which integrates cleanly into AWS.

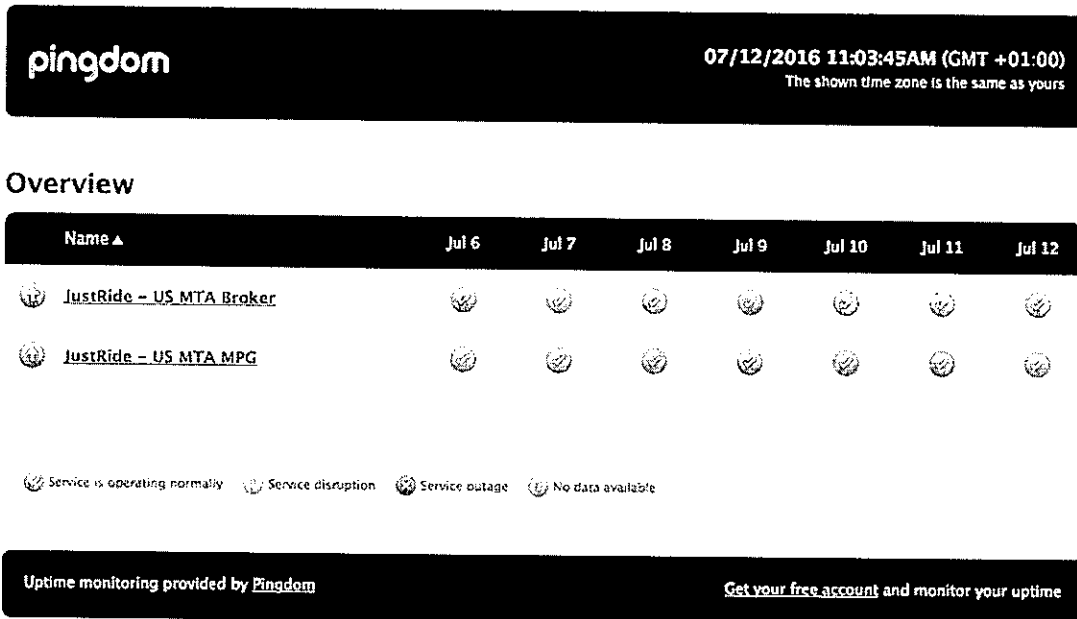
LogEntries

- A central log store essential for debugging maintenance, Log Entries is able to automatically accept logs from new Amazon nodes when added – crucial when those nodes may be torn down at any point; e.g., during auto-recovery, which would otherwise result in loss of logs required for diagnostics.

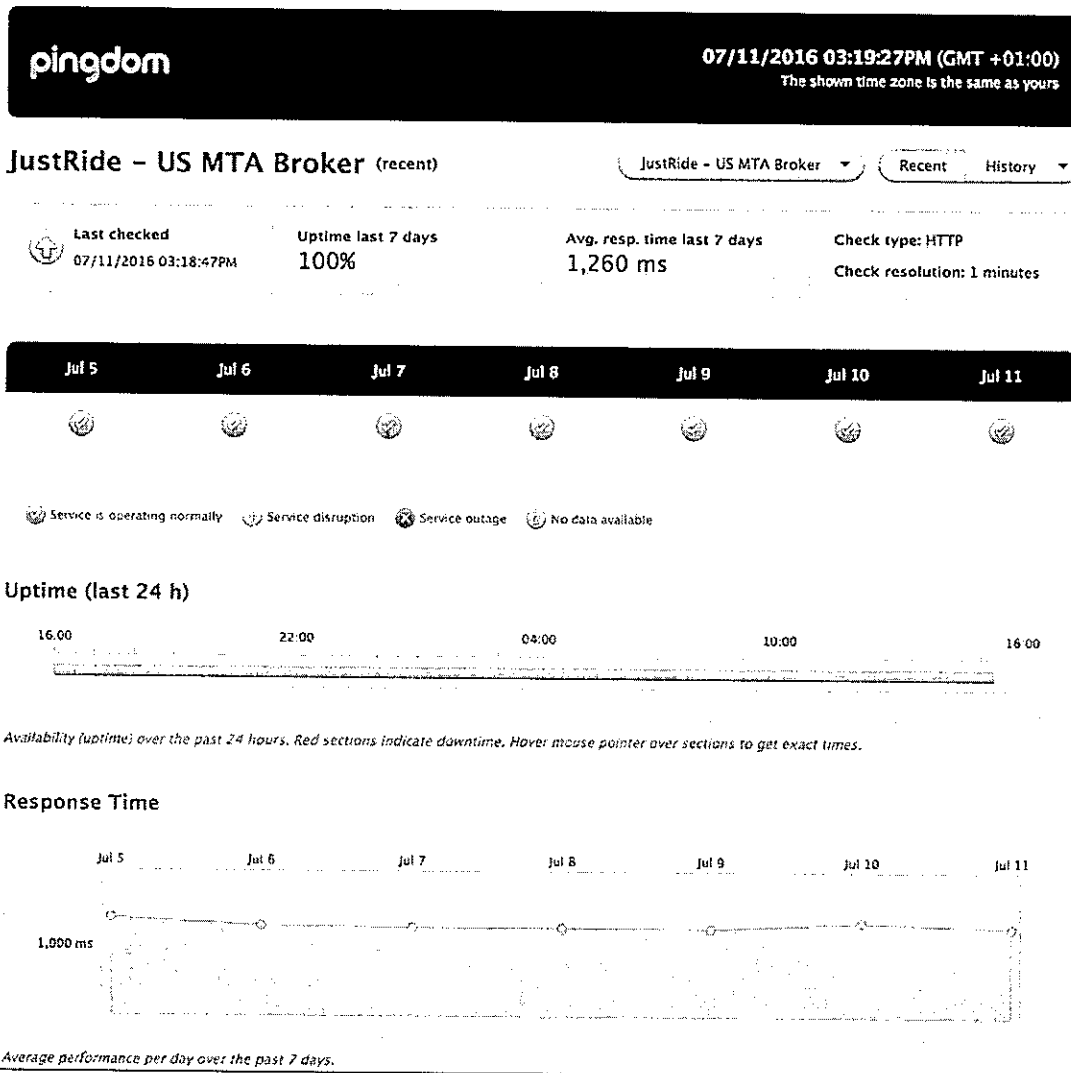
Pingdom Health Checks

- Uptime is tracked for SLA conformance using Pingdom, an independent 3rd party tool that calls health checks on each service from multiple geographical locations around the world every minute. If an incident occurs, Masabi personnel are immediately alerted via SMS, email, or in-app notifications from various potential points of failure. In addition, the web server performance management monitoring will present load balance, server uptime, and overall health checks on services. Alerts are sent to Masabi Support if any health check fails, for immediate attention.

An example server availability report:



An example of uptime monitoring alerts:



JustRide - US MTA MPG (recent)

JustRide - US MTA MPG

Recent

History



Last checked
07/11/2016 03:20:58PM

Uptime last 7 days
100%

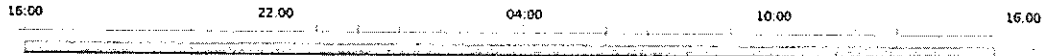
Avg. resp. time last 7 days
1,122 ms

Check type: HTTP
Check resolution: 1 minutes



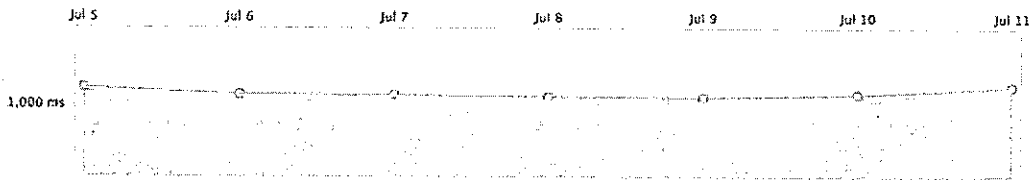
Service is operating normally Service disruption Service outage No data available

Uptime (last 24 h)



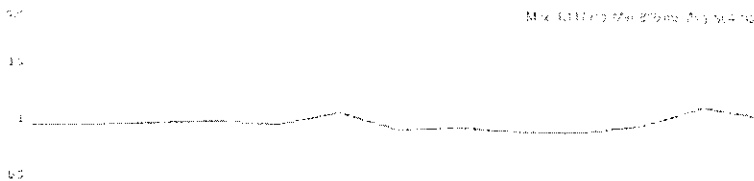
Availability (uptime) over the past 24 hours. Red sections indicate downtime. Hover mouse pointer over sections to get exact times.

Response Time



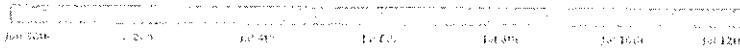
JustRide - US MTA MPG

100% Uptime (last 24 hours)



0 outages
None
(0 outages)

100.00%



100% Uptime (last 24 hours)



FROM 06/30/2016 12:00:00AM DURATION 07/12/2016 11:12:58AM 12 days

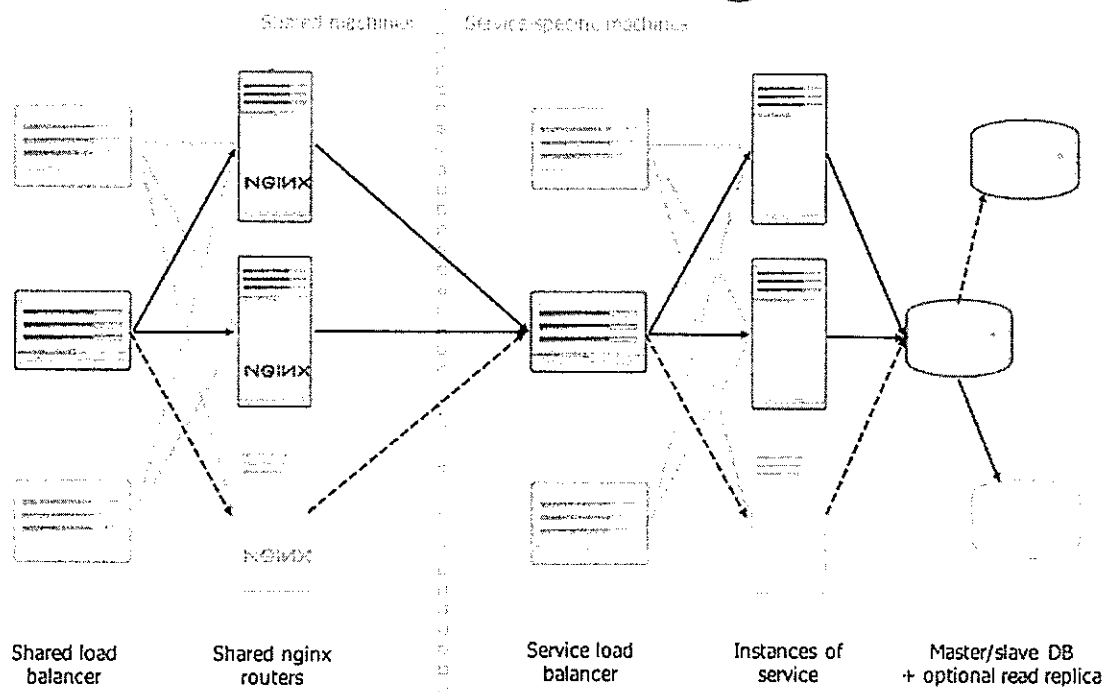


Performance Monitoring:

Each service's ELBs respond to demand, using auto-scaling to increase the number of servers hosting any service under heavy load, removing these again down to a minimal level as demand slackens – ensuring the service doesn't lock up at peak times without overprovisioning hardware or response times.

The service is monitored using StackDriver and New Relic third party tools, helping alert Masabi Support to live issues and helping Masabi rapidly diagnose any problems or automate a provisioning of additional servers. Extensive performance testing is carried out on major releases to ensure that response times and capacity have not been impaired by changes.

The diagram below outlines the architecture of the load balancing process, routing of inbound traffic onto multiple nodes, and the ELB process to create multiple instances of a service at peak performance.



- End of Document -