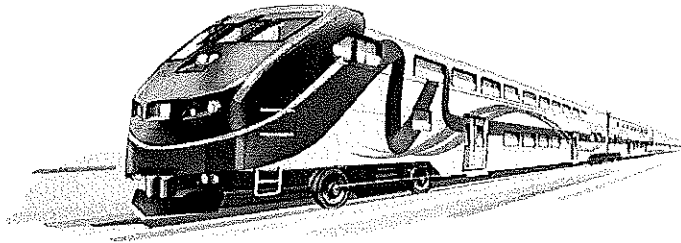


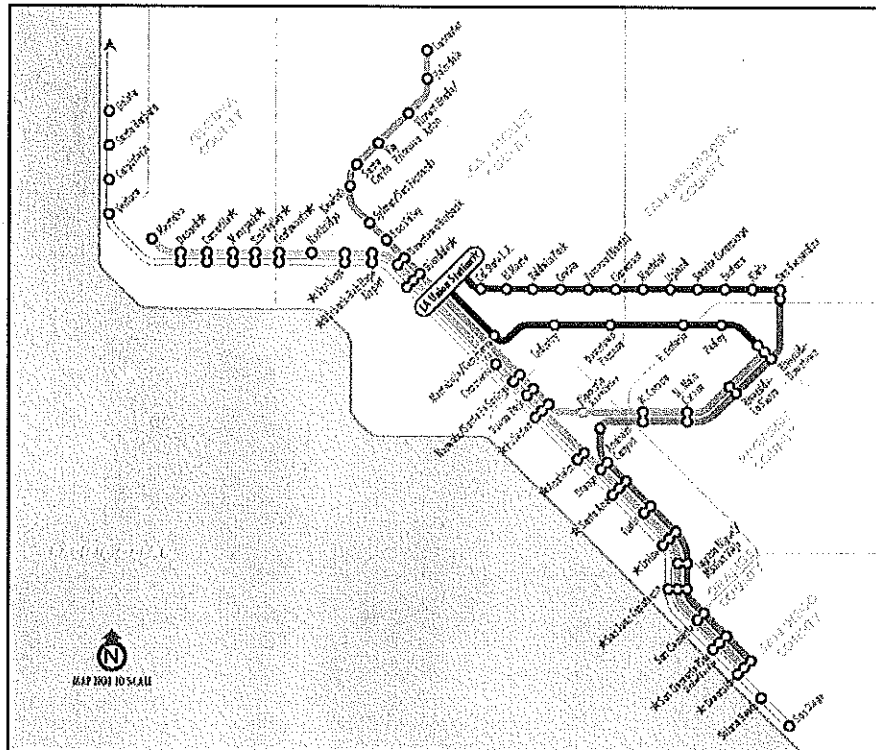
METROLINK.

Southern California Regional Rail Authority



CONFORMED CONTRACT NO. H1656-15

MOBILE/ONLINE TICKETING



MEMBER AGENCIES

Los Angeles County
Metropolitan Transportation Authority

Orange County
Transportation Authority

Riverside County
Transportation Commission

San Bernardino
Associated Governments

Ventura County
Transportation Commission

CONTRACT AGREEMENT

between

CONTRACTOR

MASABI, LLC
1330 Avenue of the Americas
New York, NY 10019

Telephone: 914-263-2231

Project Manager:

Josh Robin
Josh.robins@masabi.com

And

Southern California Regional Rail
Authority
One Gateway Plaza, 12th Floor
Los Angeles, California 90012
(hereinafter "Authority")

CONTRACT DOCUMENTS

RFP NO. H1656-15

MOBILE/ONLINE TICKETING

AWARDED: March 13, 2015

Contract Amount: \$1,600,000

Authority Project Manager:

Name: Gary Thompson
Title: Director, Special Projects
Telephone: 213-227-7162
Email: ThompsonG@scrra.net

Contract Administrator:

Name: Andrew Conriquez
Title: Senior Contract &
Compliance Administrator
Telephone: 213-452-0217
Email: conriqueza@scrra.net

**SOUTHERN CALIFORNIA REGIONAL RAIL AUTHORITY
METROLINK COMMUTER RAIL SYSTEM**

**RFP NO. H1656-15
MOBILE/ONLINE TICKETING**

ATTACHMENT D

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Attachment 1 – Scope of Services

Exhibit 1 – Cost Schedule

Exhibit 2 – Standard User License and Maintenance Agreement

This Contract is made and entered into as of this 13th day of March, 2015 by and between the SOUTHERN CALIFORNIA REGIONAL RAIL AUTHORITY (hereinafter referred to as "Authority") and Masabi, LLC (hereinafter referred to as "Contractor/Consultant").

RECITALS

WHEREAS, Authority is a Joint Powers Authority organized under Sections 6500 et seq. of the California Government Code and Section 130255 of the California Public Utilities code with power to contract for services described in Attachment A to this Agreement entitled "Attachment A - Scope of Services" (hereinafter referred to as "Services" or "Work");

WHEREAS, Authority desires to hire Contractor/Consultant;

WHEREAS, Contractor/Consultant has indicated it is qualified to perform such Services and (1) has reviewed all the available data furnished by Authority pertinent to the Services to be rendered; (2) has inspected and reviewed the Services to be rendered; (3) will exercise the ordinary care and skill expected of a practitioner in its profession; and (4) is willing to accept responsibility of performing the Services set forth in this Agreement for the compensation and in accordance with the terms, requirements and conditions herein specified;

NOW, THEREFORE, for the consideration hereinafter stated, the parties agree as follows:

1. SCOPE OF WORK/SERVICES

- A. Contractor/Consultant will perform the Work/Services and related tasks as described in the Scope of Work/Services. The Scope of Work/Services is attached hereto and is incorporated by reference into and made a part of this Agreement.
- B. This is a non-exclusive Contract, whereby Authority may, at its sole discretion, augment or supplant the Work/Services with its own forces or forces of another Contractor/Consultant or entity. Contractor/Consultant will cooperate fully with Authority's staff or other Contractor/Consultant or entity that may be providing similar or the same Services for Authority.

2. PERIOD OF PERFORMANCE

The period of performance shall be for a period of five years from May 4, 2015 to May 3, 2020, unless amended by mutual agreement of both parties through a written amendment to this Contract or unless earlier terminated pursuant to the provisions of this Contract.

3. NOTICE TO PROCEED

3. NOTICE TO PROCEED

Except as specifically authorized in writing by the Authority, the Contractor is not authorized to perform Services under the Contract until the effective date of the Notice to Proceed. Upon the effective date of the Notice to Proceed, the Contractor shall be available to commence Services and comply with all terms and conditions of the Contract. Contractor shall diligently perform the Service to completion within the time limits specified in the Article entitled Period of Performance.

4. PAYMENT

- A. For Contractor/Consultant's full and complete performance of its obligations under this Agreement, Authority's maximum cumulative payment obligation under this Agreement shall not exceed One Million Six Hundred Dollars (\$1,600,000), including all amounts payable to Contractor/Consultant for all costs including but not limited to direct labor; other direct costs, including any subcontracts; indirect costs including but not limited to leases, materials, taxes, insurance and profit.
- B. Exhibit 1, Cost Schedule, corresponding to work to be performed as set forth in the Scope of Services shall establish the basis for periodic payments to the Contractor/Consultant.
- C. Contractor/Consultant shall invoice Authority on a monthly basis no later than the 15th of each month. Contractor/Consultant shall furnish information as may be requested by Authority to substantiate the validity of an invoice
- D. At its sole discretion, Authority should overpay Contractor/Consultant, such overpayment shall not be construed as a waiver of Authority's right to obtain reimbursement for the overpayment. Upon discovering any overpayment, either on its own or upon notice of Authority, Contractor/Consultant shall immediately reimburse Authority the entire overpayment.
- E. In the event the Authority should overpay Contractor/Consultant, such overpayment shall not be construed as a waiver of Authority's right to obtain reimbursement for the overpayment. Upon discovering any overpayment, either on its own or upon notice of Authority, Contractor/Consultant shall immediately reimburse Authority the entire overpayment.
- F. Invoicing

Contractor/Consultant shall submit invoices via e-mail to:

accountspayable@scrra.net

Each invoice shall include the following information:

- Contract number
- CTO identification number(s)

- PO Number
- Time period covered by the invoice
- Amount of payment requested
- Information as requested by Authority

Authority shall remit payment within thirty (30) calendar days of approval of the invoices by Authority's Project Manager.

5. AUDIT AND INSPECTION OF RECORDS

Contractor/Consultant agrees that Authority or any duly authorized representative shall have access to and the right to examine, audit, excerpt, copy or transcribe any pertinent transaction, activity, time cards, employment records or other records relating to this Agreement. Such material, including all pertinent cost, accounting, financial records and proprietary data must be kept and maintained by Contractor/Consultant for a period of three (3) years after completion of this Agreement unless Authority's written permission is given to dispose of material prior to this time.

6. NOTIFICATION

All notices hereunder concerning this Agreement and the services to be performed shall be physically transmitted by courier, overnight, registered or certified mail, return receipt requested, postage prepaid and addressed as follows:

To the Authority:

Southern California Regional Rail Authority
One Gateway Plaza, 12th Floor
Los Angeles, CA 90012
Attn: Andrew Conriquez
Senior Contract & Compliance Administrator

To the Contractor:

Masabi, LLC
1330 Avenue of the Americas
New York, NY 10019
Attn: Josh Robin
Vice President, North America

7. AUTHORITY AND CONTRACTOR'S REPRESENTATIVES

A. Authority's Project Manager

The Authority's Project Manager under this Agreement shall be Gary Thompson, Director, Special Projects.

B. Contractor's Key Personnel

The following are Contractor's key personnel, shown with their roles in the Services to be provided:

Name

Role

<u>Josh Robin</u>	<u>VP, North America</u>
<u>Will Ford</u>	<u>Associate- Business Development</u>
<u>Gary Thompson</u>	<u>Director, Special Projects</u>

Authority awarded this Agreement to Contractor based on Authority's confidence and reliance on the expertise of Contractor's key personnel described above. Contractor shall not reassign key personnel or assign other personnel to key personnel roles until Authority approves a replacement in writing.

8. TERMINATION FOR CONVENIENCE

Authority may terminate this Agreement for Authority's convenience at any time by giving Contractor thirty (30) days written notice thereof. Upon receipt of said notice, Contractor shall immediately take action not to incur any additional obligations, cost or expenses, except as may be reasonably necessary to terminate its activities. Thereafter Contractor shall have no further claims against Authority under this Agreement. All finished or unfinished documents and materials procured for or produced under this Agreement shall become Authority property upon date of such termination.

9. TERMINATION FOR BREACH OF AGREEMENT

If Contractor fails to perform any of the provisions of this Agreement or so fails to make progress as to endanger timely performance of this Agreement, Authority may give Contractor written notice of such default. If Contractor does not cure such default or provide a plan to cure such default, which is acceptable to the Authority within the time specified in Authority's notice of default, then Authority may terminate this Agreement due to Contractor's breach of this Agreement.

If a federal or state proceeding for relief of debtors is undertaken by or against Contractor, or if Contractor makes an assignment for the benefit of creditors, then Authority may immediately terminate this Agreement.

If Contractor violates Article 43, Compliance with Lobbying Policies, then Authority may immediately terminate this Agreement.

In the event Authority terminates this Agreement as provided in this Article, Authority may procure, upon such terms and in such manner as Authority may deem appropriate, Services similar in scope and level of effort to those so terminated, and Contractor shall be liable to Authority for all of its costs and damages, including, but not limited to, any excess costs for such Services.

All finished or unfinished documents and materials produced or procured under this Agreement shall become Authority property upon date of such termination.

If, after notice of termination of this Agreement under the provisions of this article, it is determined for any reason that Contractor was not in default under the provisions of this article, or that the default was excusable under the terms of this Agreement, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to the article entitled TERMINATION FOR CONVENIENCE.

The rights and remedies of Authority provided in this article shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

10. ASSIGNMENT

This Agreement, any interest herein or claim hereunder, may not be assigned by Contractor either voluntarily or by operation of law, nor may all or any part of this Agreement be subcontracted by Contractor, without the prior written consent of Authority. Consent by Authority shall not be deemed to relieve Contractor of its obligations to comply fully with all terms and conditions of this Agreement.

11. SUBCONTRACTING

Authority hereby consents to Contractor's subcontracting of portions of the Services to the parties identified below for the functions described in Contractor's proposal. Contractor shall include in each subcontract agreement the stipulation that Contractor, not Authority, is solely responsible for payment to the subconsultant for the amounts owing and that the subcontractor/subconsultant shall have no claim, and shall take no action against Authority, Member Agencies or officers, directors, employees or sureties thereof for nonpayment by Contractor/Consultant.

Subcontractors Names and Addresses	Services to Be Performed
<u>N/A</u>	<u>N/A</u>

12. INDEPENDENT CONTRACTOR/CONSULTANT

- A. The Contractor's relationship to the Authority under this Agreement is that of an independent contractor. Contractor's personnel performing work under this Agreement shall at all times be under Contractor's exclusive direction and control and shall be employees of Contractor and not employees of the Authority. Contractor shall pay all wages, salaries and other amounts due its employees in connection with work performed under this Agreement and shall be responsible for all reports and obligations respecting them, such as social security, income

tax withholding, unemployment compensation, workers' compensation, and similar matters.

- B. Contractor shall perform and exercise, and require its Subcontractors/ Suppliers to perform and exercise due professional care and competence in the performance under this Agreement. Contractor shall be responsible for the professional quality, technical accuracy, completeness and coordination of Agreement, it being understood that Authority will be relying upon Contractor's professional competency.

13. INSURANCE

Throughout the duration of this Agreement, Contractor shall maintain the following insurance, which shall be full-coverage insurance not subject to self-insurance provisions. Contractor shall not of its own initiative cause such insurance to be canceled or materially changed during the course of this Agreement.

- A. **Commercial General Liability** to include Products/Completed Operations, independent contractor, Contractual Liability, and Personal Injury Liability; with at least the following limits of liability:

1. Primary Bodily Injury Liability Limits of \$1 Million per occurrence, and
2. Primary Property Damage Liability Limits of \$1 million per occurrence,
3. Combined single limits of liability for Primary Bodily Injury and Primary Property Damage of \$2 million per occurrence.

- B. **Automobile Liability** with the following limits:

1. Primary Bodily Injury with limits of \$1 million per occurrence; and
2. Primary Property Damage with limits of \$1 million per occurrence; or
3. Combined single limits of Liability for Primary Bodily and Primary Property Damage of \$2 million per occurrence.

- C. **Workers' Compensation Insurance** with the limits established and required by the State of California.

- D. **Employer's Practices Liability** with limits of \$1 million per occurrence.

- E. **Professional Liability (Technology E&O)** with limits of \$2 million per occurrence.

"Occurrence," as used herein, means any event or related exposure to conditions which result in bodily injury or property damage.

Proof of Insurance will be required prior to commencement of work under the contract. A certificate of insurance will be required to be furnished to the Authority's Contract & Compliance Administrator. The insurance coverage is subject to the following requirements:

The Authority, its member agencies, officers, directors, employees and agents are named as additional insured via endorsement on Commercial General Liability and Automobile Liability insurance with respect to performance of services under the contract.

The coverage shall be primary and noncontributory as to any other insurance with respect to liability hereunder.

Thirty days (30) days prior written notice of cancellation or of material changes in coverage is to be given to the Authority by endorsement.

14. INDEMNITY

Contractor shall indemnify, defend and hold harmless Authority, and its member agencies, and their officers, directors, employees and agents from and against any and all liability, expense (including but not limited to defense costs and attorneys' fees), claims, causes of action, and lawsuits for damages of any nature whatsoever, including, but not limited to, bodily injury, death, personal injury or property damage (including property of Contractor) arising from or connected with any alleged act and/or omission of Contractor, its officers, directors, employees, agents, Subcontractors or suppliers. This indemnity shall survive termination of this Agreement and/or final payment thereunder.

15. SUSPENSION OF SERVICES

The Authority may at any time and for any reason within its sole discretion issue a written order to the Contractor suspending, delaying, or interrupting all or any part of the services for a specified period of time.

The Contractor shall comply immediately with any written order suspending the services that it receives from the Authority, and take all reasonable steps to minimize allocable costs covered by the suspension period. The Contractor shall resume performance of the suspended Services upon expiration of the notice of suspension, or upon direction of the Authority.

16. CHANGES IN SCOPE OF WORK

By written notice or order, Authority may, from time to time, order work suspension or make changes to this Contract. Changes in the services shall be mutually agreed to and incorporated into an amendment to this Agreement. Upon execution of an amendment, Contractor shall perform the services, as amended. Amendments to the Agreement may require prior approval by the Authority's Board of Directors, and in all instances require prior signature of authorized representative of the Authority.

17. RIGHTS IN TECHNICAL DATA

- A. No material or technical data prepared by the CONTRACTOR under this Agreement is to be released by CONTRACTOR to any other person or entity except as necessary for the performance of the Work. All press releases or information concerning the Work that might appear in any publication or dissemination, including but not limited to newspapers, magazines, electronic media, shall first be authorized in writing by the AUTHORITY.
- B. The originals of all letters, documents, reports and other products and data produced under this Agreement shall become the property of the AUTHORITY without restriction or limitation on their use and shall be made available upon request to the AUTHORITY at any time. Original copies of such shall be delivered to the AUTHORITY upon completion of the work or termination of the work. The CONTRACTOR shall be permitted to retain copies of such items for the furtherance of its technical proficiency; however, publication of this material is subject to the prior written approval of the AUTHORITY.

18. OWNERSHIP OF REPORTS AND DOCUMENTS

The originals of all letters, documents, reports and other products and data produced under this Agreement shall be delivered to, and become the property of AUTHORITY. Copies may be made for CONTRACTOR's records, but shall not be furnished to others without written authorization from AUTHORITY. Such deliverables shall be deemed works made for hire, and all rights in copyright therein shall be retained by AUTHORITY.

19. OWNERSHIP RIGHTS

- A. In the event the Authority rightfully obtains copies of Proprietary Data under the terms of the separate License Agreement and Escrow Agreement that govern rights in Documentation, Software and Intellectual Property created and/or developed by Contractor, its Third Party Software Contractors and its Suppliers as part of the Project, any derivative works and associated documentation created by or on behalf of the Authority by Permitted Programmers (as defined in the License Agreement) shall be the sole and exclusive property of the Authority (collectively, "Authority Intellectual Property"), and the Authority may use, disclose and exercise dominion

and full rights of ownership, in any manner in the Authority Intellectual Property in connection with the use, operation and maintenance of a transportation system administered by the Authority. No use of the Authority Intellectual Property shall be made for any purpose other than in conjunction with a transportation system administered by the Authority, and the Authority shall not sell, lease, rent, give away or otherwise disclose any Authority Intellectual Property to any outside third party other than Permitted Programmers. To the extent there may be any question of rights of ownership or use in any Authority Intellectual Property, Contractor shall require all of its SubContractors and Suppliers (including without limitation its Third Party Software Contractors) to assign to Authority, all worldwide right, title and interest in and to all Authority Intellectual Property in a manner consistent with the foregoing terms of this paragraph. Contractor shall execute any documents as Authority may from time to time reasonably request to effectuate the terms of this paragraph.

- B. All documentation and Software which predates this Contract and which otherwise owned by Contractor or its Third Party Software Contractors, and all Documentation and Software which is created by Contractor or its Third Party Software Contractors shall be Licensed Software or Licensed Documentation, as appropriate. All Licensed Software and Licensed Documentation shall be governed by the License Agreement by and between the parties of even date herewith.

20. SUBMITTAL OF CLAIMS BY CONTRACTOR

Contractor shall file any and all claims with Authority's Project Manager in writing within thirty (30) days of the event or occurrence giving rise to the claim. The claim shall be in sufficient detail to enable Authority to ascertain the claim's basis and amount, and shall describe the date, place and other pertinent circumstances of the event or occurrence giving rise to the claim and the indebtedness, obligation, injury, loss or damages allegedly incurred by Agreement.

Even though a claim may be filed and/or in review by Authority, Contractor shall continue to perform in accordance with this Contract.

21. EQUAL OPPORTUNITY

In connection with the execution of this Contract, Contractor shall not discriminate against, or grant preferential treatment to, any individual or group, or any employee or applicant for employment because of race, age, religion, color, ethnicity, sex, national origin, ancestry, physical disability, mental condition, political affiliation, sexual orientation or marital status. Contractor shall take action to ensure that applicants and employees are treated without regard to the above.

22. PATENT AND COPYRIGHT INFRINGEMENT

- A. In lieu of any other warranty by Authority or Contractor against patent or copyright infringement, statutory or otherwise, it is agreed that Contractor shall

defend at its expense any claim or suit against Authority on account of any allegation that any item furnished under this Agreement or the normal use or sale thereof arising out of the performance of this Agreement, infringes upon any presently existing U.S. letters patent or copyright and Contractor shall pay all costs damages finally awarded in any such suit or claim, provided that Contractor is promptly notified in writing of the suit or claim and given authority, information and assistance at Contractor's expense for the defense of same. However, Contractor will not indemnify Authority if the suit or claim results from: (1) Authority's alteration of a deliverable, such that said deliverable in its altered form infringes upon any presently existing U.S. letters patent or copyright; or (2) the use of a deliverable in combination with other material not provided by Contractor when such use in combination infringes upon an existing U.S. letters patent or copyright.

- B. Contractor shall have sole control of the defense of any such claim or suit and all negotiations for settlement thereof. Contractor shall not be obligated to indemnify Authority under any settlement made without Contractor's consent or in the event Authority fails to cooperate fully in the defense of any suit or claim, provided, however, that said defense shall be at Contractor's expense. If the sue or sale of said item is enjoined as a result of such suit or claim, Contractor, at no expense to Authority, shall obtain for Authority the right to use and sell said item, or shall substitute an equivalent item acceptable to Authority and extend this patent and copyright indemnity thereto.

23. STANDARD OF PERFORMANCE

- A. Contractor shall perform and exercise, and require its Subcontractors to perform and exercise due professional care and competence in the performance of the Services in accordance with the requirements of this Agreement. Contractor shall be responsible for the professional quality, technical accuracy, completeness and coordination of the Services, it being understood that Authority will be relying upon such professional quality, accuracy, completeness and coordination in utilizing the Services. The foregoing obligations and standards shall constitute the "Standard of Performance" for purposes of this Agreement. The provisions of this paragraph shall survive termination or expiration of this Agreement and/or final payment thereunder.
- B. All workers shall have sufficient skill and experience to perform the services assigned to them. Authority shall have the right, at its sole discretion, to require the removal of Contractor's personnel at any level assigned to the performance of the services at no additional fee or cost to Authority, if Authority considers such removal in its best interests and requests such removal in writing and such request is not done for illegal reasons. Further, an employee who is removed from performing services under this Agreement under this Article shall not be re-assigned to perform services under this Agreement without Authority's prior written approval.

24. NOTIFICATION OF EMPLOYMENT OF SOUTHERN CALIFORNIA REGIONAL RAIL AUTHORITY BOARD MEMBERS/ALTERNATES AND EMPLOYEES

To ensure compliance with Authority's Ethics Policy, Contractor shall provide written notice to Authority disclosing the identity of any individual who Contractor desires to employ or retain under a contract, and who (1) presently serves as a Board Member/Alternate or an employee of the Authority, or (2) served as a Board Member/Alternate or an employee of the Authority within the previous 12 months of the date of the proposed employment or retention by Contractor. Contractor's written notice shall indicate whether the individual will be an officer, principal or shareholder of the entity and/or will participate in the performance of the Agreement.

25. DISQUALIFYING POLITICAL CONTRIBUTIONS

In the event of a proposed amendment to this Agreement, Contractor shall provide a written statement disclosing any contribution(s) of \$250 or more made by Contractor or its Subcontractor within the preceding twelve (12) months of the date of the proposed amendment. Applicable contributions include those made by any agent/person/entity on behalf of Contractor or Subcontractor.

26. COMPLIANCE WITH LAW

Contractor shall familiarize itself with and perform the services required under this Agreement in conformity with requirements and standards of Authority, municipal and public agencies, public and private utilities, special districts, and railroad agencies whose facilities and services may be affected by services under this Agreement. Contractor shall also comply with all Federal, California and local laws and ordinances.

27. WHISTLEBLOWER REQUIREMENTS

No Contractor shall adopt any rule, regulation or policy preventing an employee from disclosing information to a government or law enforcement agency, where the employee believes the information discloses violation or noncompliance with a state or Federal regulation; nor shall an employer retaliate against an employee for taking such actions as set forth in the California Labor Code §1101 et seq.

28. PUBLIC RECORDS ACT

- A. All records, documents, drawings, plans, specifications and other material relating to conduct of Authority's business, including materials submitted by Contractor in its proposal and during the course of performing the services under this Agreement, shall become the exclusive property of Authority and may be deemed public records. Said materials may be subject to the provisions of the California Public Records Act. Authority's use and disclosure of its records are governed by this Act.

- B. Authority will not advise as to the nature or content of documents entitled to protection from disclosure under the California Public Records Act, including interpretations of the Act or the definitions of trade secret, confidential or proprietary. Authority will accept materials clearly and prominently labeled "TRADE SECRET" or "CONFIDENTIAL" or "PROPRIETARY" as determined by Contractor. Authority will endeavor to notify Contractor of any request of the disclosure of such materials. Under no circumstances, however, will Authority be liable or responsible for the disclosure of any labeled materials whether the disclosure is required by law or a court order or occurs through inadvertence, mistakes or negligence on the part of Authority or its officers, employees and/or Contractors.
- C. In the event of litigation concerning the disclosure of any material submitted by Contractor, Authority's sole involvement will be as a stakeholder, retaining the material until otherwise ordered by a court. Contractor, at its sole expense and risk, shall be responsible for prosecuting or defending any action concerning the materials, and shall defend, indemnify and hold Authority harmless from all costs and expenses, including attorneys' fees, in connection with such action.

29. WAIVER/INVALIDITY

No waiver of a breach of any provision of this Agreement by either party shall constitute a waiver of any other breach of the provision, or of any other breach of the provision of the Agreement. Failure of either party to enforce any provision of this Agreement at any time shall not be construed as a waiver of that provision.

The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision.

30. SEVERABILITY

In the event any Article, section, Subarticle, paragraph, sentence, clause, or phrase contained in the Agreement shall be determined, declared, or adjudged invalid, illegal, unconstitutional, or otherwise unenforceable, such determination, declaration, or adjudication shall in no manner affect the other Articles, sections, Subarticles, paragraphs, sentences, clauses, or phrases of the Agreement, which shall remain in full force and effect as if the Article, section, Subarticle, paragraph, sentence, clause, or phrase declared, determined, or adjudged invalid, illegal, unconstitutional, or otherwise unenforceable, was not originally contained in the Agreement.

31. FORCE MAJEURE

The Contractor will be granted an extension of time for any portion of a delay in completion of the work caused by acts of God or the public enemy, wars, civil disturbances, fires, floods, earthquakes, epidemics, quarantine restrictions, freight embargoes, mechanical failures, strikes or weather more severe than normal, providing that (1) the aforesaid causes were not foreseeable and did not result from the fault of

negligence of the Contractor, (2) the Contractor has taken reasonable precautions to prevent further delays owing to such causes, and (3) the Contractor notifies the Authority in writing of the causes(s) for the delay within five days from the beginning of any such delay, No claims for additional compensation or damages for the foregoing delays shall be allowed to the Contractor, and the extension of time provided for herein shall be the sole remedy of the Contractor on account of any such delays.

32. GOVERNING LAW

- A. The validity of this Agreement and of any of its terms or provisions, as well as the rights and duties of the parties hereunder, shall be governed by the laws of the State of California.
- B. Contractor shall comply with all applicable federal, state and local laws and ordinances.

33. MODIFICATIONS TO CONTRACT

Unless specified otherwise in the Agreement, this Agreement may only be modified by written mutual consent evidenced by signatures of representatives authorized to enter into and modify the Agreement. In order to be effective, amendments may require prior approval by the Authority's Board of Directors, and in all instances require prior signature of an authorized representative of the Authority.

34. PRECEDENCE

Conflicting provisions hereof, if any, shall prevail in the following descending order of precedence: (1) the provisions of this Agreement, (2) Attachment A – Scope of Services, (3) provisions of RFP No. H1656-15 and (4) Contractor's Proposal dated January 19, 2015.

35. CONFIDENTIALITY

Contractor agrees that for and during the entire term of this Agreement, any information, data, figures, records, findings and the like received or generated by Contractor in the performance of this Agreement, shall be considered and kept as the private and privileged records of Authority and will not be divulged to any person, firm, corporation, or other entity except on the direct written authorization of Authority. Further, upon expiration or termination of this Agreement for any reason, Contractor agrees that it will continue to treat as private and privileged any information, data, figures, records and the like, and will not release any such information to any person, firm, corporation or other entity, either by statement, deposition, or as a witness, except upon direct written authority of Authority.

36. CONTRACTOR'S INTERACTION WITH THE MEDIA AND THE PUBLIC

Authority shall review and approve in writing all Authority related copy proposed to be used by Contractor for advertising or public relations purposes prior to publication. Contractor shall not allow Authority related copy to be published in its advertisements and public relations programs prior to receiving such approval. Contractor shall ensure that all published information is factual and that it does not in any way imply that Authority endorses Contractor's firm, service, and/or product.

Contractor shall refer all inquiries from the news media to Authority, and shall comply with the procedures of Authority's Public Affairs staff regarding statements to the media relating to this Agreement or the Services.

37. APPLICABILITY OF FEDERAL GRANT CONTRACT

This Contract may be subject to one or more financial assistance contracts between Authority and the U.S. Department of Transportation (DOT), which incorporate the current Federal Transit Administration (FTA) Master Agreement and Circular 4220.1E. The Contractor and its Subcontractors are required to comply with all terms and conditions prescribed for third party contracts in these documents. Federal laws, regulations, policies and administrative practices may be modified or codified after the date this Contract is established and may apply to this Contract. To assure compliance with changing Federal requirements, acceptance of Contract award indicates that the Contractor agrees to accept all changed requirements that apply to this Contract.

38. INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

All contractual provisions required by DOT and the Master Grant Agreement, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Contract. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any Authority request that would cause Authority to be in violation of the FTA terms and conditions.

39. FEDERAL FUNDING LIMITATION

Contractor understands that funds to pay for Vendor's performance under this Contract are anticipated to be made available from the United States Department of Transportation through the FTA. All funds must be approved and administered by FTA. A portion of Authority's obligation hereunder may be payable from funds that are appropriated and allocated by FTA for the performance of this Contract. If funds are not allocated, or ultimately are disapproved by FTA, Authority may terminate or suspend Contractor's services without penalty. Authority shall notify Contractor promptly in writing of the non-allocation, delay, or disapproval of funding.

40. NO FEDERAL GOVERNMENT OBLIGATION TO THIRD PARTIES

1. The Contractor acknowledges and agrees that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to the Contractor or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Contract.
2. The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the Subcontractor who will be subject to its provisions.

41. FEDERAL CHANGES

1. In the event local, state or Federal laws or regulations that were not announced or enacted at the time of the Contract award are enacted before performance of the services and such laws or regulations make standards more stringent or compliance more costly under this Contract, the Contractor shall notify Authority in writing of such laws or regulations and their effects on the pricing or delivery schedule promptly after the Contractor first becomes aware of the laws and regulations and prior to incurring any such expenses.
2. Authority will make a determination as to whether the Contractor should be reimbursed for any such expenses or any time extensions should be granted.
3. The Contractor shall be deemed to have had notice of any Federal law or regulation announced or enacted at the time of Contract award, even though such law or regulation did not take effect or become operative until some date after the Contract award.
4. The Contractor shall, immediately upon becoming aware of any such imposition or change of requirement, provide Authority with full and detailed particulars of the changes required in the services and of cost involved therein, or shall be deemed to have waived any rights under this article. In the event any governmental requirements are removed, relaxed, or changed in any way after the date of Contract award so as to make the Contractor's performance less expensive, or less difficult, then Authority shall have the option either to require the Contractor to perform pursuant to the more rigorous requirements or to receive a reduction in the price of the services affected for all savings in direct costs which

may be realized by the Contractor by reason of such change and appropriate adjustments in deductions for overhead and profit made so as to reflect actual savings made by the Contractor. Authority shall give the Contractor notice of Authority's determination, and anticipated savings.

42. INTEREST OF MEMBERS OF, OR DELEGATES TO, CONGRESS

No member of, or delegate to, the Congress of the United States shall be admitted to a share or part of this Contract or to any benefit arising there from.

43. COMPLIANCE WITH LOBBYING POLICIES

A. Contractor agrees that if it is a Lobbyist Employer or if it has retained a Lobbying Firm or Lobbyist, as such terms are defined by Authority in its Ethics Policy, it shall comply or ensure that its Lobbying Firm and Lobbyist complies with Authority's Ethics Policy.

If Contractor (Lobbyist Employer) or its Lobbying Firm or Lobbyist fails to comply, in whole or in part, with Authority's Ethics Policy, such failure shall be considered a material breach of this Agreement and Authority shall have the right to immediately terminate or suspend this Agreement.

B. Contractor has certified and disclosed in their Proposal submittal, for itself and for each subcontractor, at all tiers, performing work or services on the Contract, that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of the Authority, a Member Agency, any other state or Federal agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federally-funded Contract, grant or any other award, covered by 31 USC 1352. Contractor and subcontractors at every tier must have disclosed the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contact on its behalf with non-Federal funds with respect to Federally-funded contracts, grants or awards covered under the Lobbying Disclosure Act of 1995. Such disclosures are forwarded from tier to tier up to the Contractor, and from Contractor to the Authority.

Contractor shall file a certification and disclosure, as required by 49 CFR 20, when any of the following covered events occur:

- a. Contractor has increased, by \$25,000 or more, the amount paid or expected to be paid for influencing or attempting to influence any covered Federally-funded action;
- b. Contractor has changed the person(s) or individual(s) influencing or attempting to influence a covered Federally-funded action;

- c. A subcontract, at any tier, in an amount of \$100,000 or more is awarded by the Contractor for work or services included within the scope of this Contract
- d. An amendment to this Contract, in an amount of \$100,000 or more, is approved by the Authority.

44. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS

1. The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 USC §3801 *et seq.* and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this project. Upon execution of the underlying Contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which the services are being performed. In addition to other liquidated damages that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.
2. The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 USC §5307, the government reserves the right to impose the penalties of 18 USC §1001 and 49 USC §5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.
3. The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the Subcontractor who will be subject to the provisions.

45. ENERGY CONSERVATION REQUIREMENTS

Contractor shall recognize mandatory standards and policies relating to energy efficiency, which are contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (42 USC §6321 *et seq.*).

46. CLEAN WATER REQUIREMENTS

The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 USC §§1251, *et seq.* The Contractor agrees to report any violation of these requirements resulting from any project implementation activity to FTA and the appropriate U.S. EPA Regional Office.

47. CLEAN AIR

The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 USC §§7401, *et seq.* The Contractor agrees to report each violation to Authority and understands and agrees that Authority will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

48. REQUIREMENTS FOR AMERICANS WITH DISABILITIES ACT

The Contractor is also required to comply with all applicable requirements of the Americans with Disabilities Act of 1990 (ADA), 42 USC §§ 12101, *et seq.*; Section 504 of the Rehabilitation Act of 1973, as amended, 29 USC § 794; and 49 USC § 5301(d), and the following regulations and any amendments thereto:

- a. U.S. Department of Transportation regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 CFR Part 37.
- b. U.S. Department of Transportation regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 CFR Part 27.
- c. U.S. Department of Justice (DOJ) regulations, "Nondiscrimination on the Basis of Disability in State and Local Federal Government services," 28 CFR Part 35.
- d. DOJ regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 CFR Part 36.
- e. U.S. General Services Administration regulations, "Accommodations for the Physically Handicapped," 41 CFR Subpart 101-19.
- f. U.S. Equal Employment Opportunity Commission (EEOC) "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 CFR Part 1630.
- g. U.S. Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for the Hearing and Speech Disabled," 47 CFR Part 64, Subpart F.

- h. FTA regulations, "Transportation for Elderly and Handicapped Persons," 49 CFR Part 609.
- i. Any implementing requirements that the FTA may issue.

49. CIVIL RIGHTS REQUIREMENTS

The following requirements apply to this Contract:

1. Nondiscrimination

In accordance with Title VI of the Civil Rights Act, as amended, 42 USC §2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 USC §6102, section 202 of the Americans with Disabilities Act of 1990, 42 USC §12132, and Federal transit law at 49 USC § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

2. Equal Employment Opportunity:

a. Race, Color, Creed, National Origin, Sex

In accordance with Title VII of the Civil Rights Act, as amended, 42 USC §2000e, and Federal transit laws at 49 USC §5332, the Contractor agrees to comply with all applicable equal opportunity requirements of the U.S. Department of Labor regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor, 41 CFR Parts 60 *et seq.*, (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity", 42 USC §2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect activities undertaken in the course of the Agreement. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

b. Age

In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 USC §§623 and Federal transit law at 49 USC §5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reasons of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

c. Disabilities

In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 USC §12112, the Contractor agrees that it will comply with the requirements of the U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 CFR Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

50. PREFERENCE FOR RECYCLED PRODUCTS

1. To the extent practicable and economically feasible, the Contractor agrees to provide a competitive preference for recycled products to be used in the work pursuant to the U.S. Environmental Protection Agency Guidelines at 40 DFR Part 245-253, implementing Section 6002 of the Resource Conservation and Recovery Act, as amended, 42 USC §6962.
2. The Contractor should use both sides of paper sheets for copying and printing where practicable.
3. Credit for sale of scrap materials will be the actual amount, without markup or fee.

51. CARGO PREFERENCE

Pursuant to 46 CFR part 381, the Proposer agrees:

To utilize privately owned United States flag commercial vessels to ship at least fifty percent (50%) of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, materials, or commodities pursuant to this Contract, to the extent such vessels are available at fair and reasonable rates for United States flag commercial vessels.

To furnish within twenty (20) days following the date of loading for shipments originating within the United States, or within thirty (30) working days following

the date of loading for shipment originating outside the United States, a legible copy of a rated, commercial ocean bill of lading in English for each shipment of cargo to Authority (through the Contractor in the case of Subcontractor bills of lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, 400 Seventh Street, SW, Washington, D.C., 20590, marked with appropriate identification of the Contract.

To insert the substance of the provisions of this clause in all subcontracts issued pursuant to this Contract.

52. DISADVANTAGED BUSINESS ENTERPRISE (DBE) PARTICIPATION

In accordance with federal financial assistance agreements with the U.S. DOT, Authority has adopted a Disadvantaged Business Enterprise (DBE) Program, in conformance with Title 49 CFR Part 26, "Participation by Disadvantaged Business Enterprises in Department of Transportation Programs." This DOT-assisted project is subject to these stipulated regulations, which are hereby incorporated as Exhibit 3 in their entirety by this reference. Consultant shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of subcontracts. In the event of any conflicts or inconsistencies between the Regulations and Authority's DBE Program with respect to DOT-assisted contracts, the Regulations shall prevail.

53. EXCLUSIONARY OR DISCRIMINATORY SPECIFICATIONS

Apart from inconsistent requirements imposed by Federal statute or regulations, Contractor agrees that it will comply with the requirement of 49 USC §5323(h)(2) by refraining from using any Federal assistance awarded by FTA to support procurements using exclusionary or discriminatory specifications.

54. EXCESS REPROCUREMENT LIABILITY

Contractor shall be liable to Authority for all expenses incurred by Authority in reprocurring elsewhere the same or similar items or services offered by Contractor hereunder, should Contractor fail to perform or be disqualified for failure to meet the terms and conditions set forth herein.

55. NO WAIVER

Failure of the Authority to enforce at any time, or from time to time, any provision of the Contract shall not be construed as a waiver thereof.

No waiver by the Authority of any breach of any provision of the Contract shall constitute a waiver of any other breach or of such provision.

Failure by the Authority to insist upon strict performance of any terms or conditions of the Contract or failure to delay to exercise any rights or remedies provided herein by law shall not be deemed a waiver of any right of the Authority to insist upon strict

performance of the Contractor's obligations set forth in the Contract, or any of its rights or remedies as to any prior or subsequent default hereunder.

56. DISPUTE RESOLUTION PROCEDURE

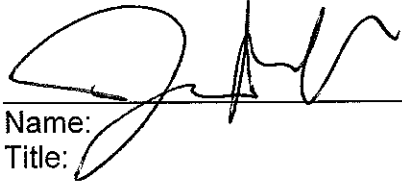
In the event of any dispute, claim, question, or disagreement arising from or relating to this Agreement or the breach thereof, the parties hereto shall use their best efforts to settle the dispute, claim, question, or disagreement. To this effect, they shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties. If they do not reach such solution within a period of 60 days, then, upon notice by either party to the other, legal action may be filed to address any disputes, claims, questions or differences. Authority (or Agency or SCRRRA, etc.) may however, in its sole discretion, waive this dispute resolution requirement upon providing written notice to Contractor (or Consultant, or Contractor, etc.) of such decision.

57. ENTIRE CONTRACT

This Contract, and any attachments or documents incorporated herein by inclusion or by reference, constitutes the complete and entire Contract between Authority and Contractor and supersedes any prior representations, understandings, communications, commitments, Contracts, bids or proposals, oral or written.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the date shown below, and effective on the date first hereinabove written.

MASABI, LLC



Name:
Title:

SOUTHERN CALIFORNIA
REGIONAL RAIL AUTHORITY



Arthur T. Leahy
Chief Executive Officer

Date

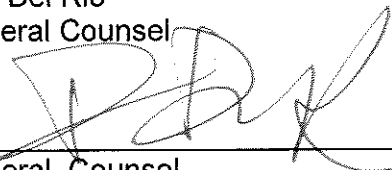
Name:
Title:

Date

Tax I.D. No. 99-0385078

APPROVED AS TO FORM:

Don Del Rio
General Counsel



General Counsel

ATTACHMENT A
SCOPE OF SERVICES

**SOUTHERN CALIFORNIA REGIONAL RAIL AUTHORITY
METROLINK COMMUTER SYSTEM**

CONTRACT NO. H1656-15

MOBILE/ONLINE TICKETING

ATTACHMENT "A" —SCOPE OF SERVICES

1. Overview

The Southern California Regional Rail Authority (SCRRA), operating a commuter rail system – "Metrolink" – desires to provide greater choice in fare purchase options to our riders. To achieve our goal we are pursuing both Mobile and Online (print at home) ticketing solutions for the Authority which needs to connect and integrate into other transit agency systems. The proposed mobile/online solution will need to allow passengers seamless travel throughout the SCRRA service area which is a Joint Powers Authority (JPA) that serves and connects the following five County Member Agencies but are not limited to the following:

- Los Angeles County Metropolitan Transit Authority
- Orange County Transit Authority
- Ventura County Transit Commission
- Riverside County Transit Commission
- San Bernardino Associated Governments

The proposed solution shall provide the Authority's passengers with reliable, secure, intuitive interfaces for various ticket types, including: One-way and Multi-ride Tickets, 7 Day Passes, Monthly Passes, and Weekend Day Passes, as well as promotional tickets and pricing options. The system also needs to support discounts for Student, Senior/Disabled, Children, as well as for off-peak travel.

Proposed solutions shall provide "ease of use" functionality in fare enforcement. The solution shall offer both visual and electronic (bar code, QR, and/or scanner) forms of fare verification to support the Authority and its partner agencies (Amtrak, etc.).

While the expectations are that this will be a phased deployment with the initial phase being a "Metrolink" only – non-transfer introduction period, the initial offering must be relatively mature and adaptation ready as subsequent phases affecting transfers to other agencies throughout our system; parameters of which are yet to be decided, will be "last mile" focused requiring support for seamless regional travel throughout the five Counties that encompass the Authority's service area. Solutions will provide for, and contractors will demonstrate, the capability to support transfer agreements with participating municipal bus and rail systems throughout our service area. Said transfer

technology must be "real" and demonstrable before the close of the introductory phase of launch – close date to be determined.

The Contractor shall provide the primary Mobile/Online solution capabilities and interface and shall provide Metrolink with the necessary support required to assist in the early stages of the implementation of the mobile/online solution.

The Authority requires a turnkey Mobile and Online Ticketing solution. This shall include design, manufacture, testing, delivery, site preparation, installation, and assistance with associated hardware, software, communications, all system interfaces, all other system components, operations, maintenance, licenses, support and training. Contractor is responsible for all work required for the Mobile and Online Ticketing to be fully operational except where tasks or responsibilities of the Authority, other Contractors operating on behalf of the Authority, or others are specifically stated in this Statement of Work.

While Contractor shall provide all services described in this Scope of Services, many of the services shall be supported using systems within the Authority's infrastructure to be furnished by Authority personnel and located at its facilities.

It is fully expected that additional participants will need to interface with the mobile/online solution in the future. Contractor shall be cognizant of current and future regional system participants when designing the online and mobile application interfaces. Expected future participants include, but are not limited to:

- City of Los Angeles
- Foothill Transit
- Santa Clarita Transit
- Antelope Valley Transit Authority
- Gardena Bus Lines
- City of Montebello Bus Lines
- Norwalk Transit
- LADOT
- Culver City Bus
- Torrance Transit
- Long Beach Transit
- Santa Monica (Big Blue Bus)
- Glendale Bee
- Pasadena ARTS
- Burbank
- Carson / Compton / Lawndale
- LA World Airports
- Redondo Beach

- Palos Verdes
- Monterey Park / Baldwin Park / Huntington park
- LA County DWP
- OCTA
- RTA
- Sunline Transit Agency
- City of Banning
- City of Beaumont
- City of Corona
- City of Riverside
- Palo Verde Transit Agency
- Vista Inner City Bus
- Vista Dial-A-Ride
- Coastal Express
- Omnitrans
- Barstow Area Transit
- Morongo Basin Transit Authority (MARTA)
- Needles Area Transit
- V Trans
- Access Services Incorporated (ASI) Local Transit System Services (LTSS) All other Agencies in adjacent counties such as, Orange, Ventura, San Bernardino and Riverside, among others. San Diego MTS, San Francisco MTC, NCTD, Amtrak , Caltrains

While there are no specific plans, the Authority's mobile/online solution will not be limited to fare collections purposes alone.

2. Next Generation Mobile Capabilities

The Authority's desired platform shall have the four most desired mobile functions for commuters within the five-county-multi-agency Southern California service area:

- 1) Ability to buy and use mobile tickets via visual authentication, QR code scanning, or NFC
- 2) Ability to view real-time passenger information and plan trips.
- 3) Integrated Fare Enforcement tools
- 4) Interface with Amtrak California's QR Code tracking system. This will include the ability to read a QR Code on the Authority's monthly pass by the Amtrak conductor. The Authority will need to be able to read the QR code on the Amtrak month pass holders tickets. ***Option 1)** By virtue of SCRRA's desired integration with fare collection systems throughout our member agencies, the ability to manage and top up a physical smartcard, and add new mobile fare products and functionality within the existing Cubic back-office systems and services for TAP and LA Metro. This

integration provides for joint reporting, reconciliation, and support. Most importantly, it will allow the Authority's riders to tap through LA Metro faregates.

- * Option 1 may be executed at any time by the Authority and contractor must Demonstrate ability to provide interfaces as noted.

Contractor must be able to demonstrate at a minimum, but not limited to:

- That the proposed solution is already in place with agencies similar to the Authority's system with demonstrated ability to support a multi-agency operating environment (Example is Rail, Bus & Rail2Rail).
- Support for Amtrak inter-operable fare media providing support for the Authority's Rail2Rail Program reading the QR code on the monthly pass holders mobile ticket.
- Highly capable enforcement capabilities for fare inspectors and transit police. The Authority's desired fare enforcement requirements need to support QR-scanning, and NFC for closed-loop transit card and open-loop contactless bankcard payment validation; as well as issuance of electronic citations. Electronic citations are issued from a portable hand-held device, phablet or tablet to a Bluetooth enabled printer.
- Robust trip-planning and RTPI capabilities via various APIs (eg: Google GTFS-R, Open Trip Planner).
- Option to use Bluetooth Low-Energy to provide for push of RTPI from fixed BLE beacons at rail platforms.
- Operational support to agencies in the form of 24/7 operations support and account management and training teams.

3. Mobile Ticketing Components

- Passenger app for iOS, Android and Windows operating systems that supports the ability to buy and use agency fares and access mobile services such as trip planning and arrival times.
- E-Commerce website that allows users to create and manage accounts; and purchase fare media online, then have those purchased fares appear in the passenger app.
- Enforcement capabilities that allows fare inspectors to scan QR codes in passenger app tickets and validate ticket credentials.
- Back-office management software that allows agency personnel to manage fare structure, view real-time sales and transaction data, view geo-analytics of system use and passenger behavior, manage ticket appearance and security features, and run custom reports.

4. Ticket Design & Security Capabilities

- Ability to create custom, animated tickets for visual authentication through back-office software suite
 - Change colors, components, speed, rotation, opacity, and duration of animation.
 - Integrate image layering to make images overlap and therefore much more difficult to copy.
 - Automate changes for monthly, weekly, or other time-fixed schedules or rules.
- Ability to create special events tickets or merchant branded tickets for community events or commercial/member agency partnerships.
- Support for interactive touch feature that proves animated ticket is not a video replay.
- Ability to integrate alpha-numeric day codes or security codes that correspond to other agency fare media.
- Support for displaying time stamps for ticket validation and expiration.

5. User-Experience Capabilities

- Ability to use tickets for multiple riders from one device in tandem as a multiple passenger feature.
- Ability to buy and use tickets without creating an account as an Anonymous purchase feature.
- Ability to use more than one payment mechanism for checkout as a Split purchase feature.
- Ability to use tickets in an off-line environment or dead-spots (cellular or wi-fi).
- Ability to purchase tickets from e-commerce website and have those tickets appear on the passenger app.
- Ability to access Order History from the app and online.
- Ability to change password for app log-in directly from the app and from e-commerce website.

6. Fare Enforcement Capabilities

- Ability to see location where user validated ticket.
- Real-time verification of ticket usage to show if user's tickets have been purchased and/or previously validated.
- Ability to flag citation in the app and track when fare inspectors issue written warnings or lawful citations for expired fares or other reasons.
- Support for external hardware extension that provides laser-scan capability, extended battery life, and ruggedized shell (eg: Linea Pro 4/5 or equivalent).
- Support for agency device management and provisioning to allow agency to activate and de-activate devices remotely preventing unauthorized access.

- Ability to see list of alpha-numeric day codes or other security codes used in fare media.
- Ability to update the Fare Enforcement app remotely and add new features and security updates that can be pushed to device while in the field without an "app update".
- Ability to scan and validate QR codes of existing paper-tickets.
- Ability to fill out and issue citations via Bluetooth tethered printer.

7. Back-Office Capabilities

- Ability to manage fare structure and product tax requirements.
 - Change pricing.
 - Change animation and visual security features such as time stamps.
 - Ability to enable or disable individual ticket types.
 - Ability to set rider class.
 - Ability to set geo class or zones.
- Ability to manage the sale of all fare products using serialized Inventory Management process. System shall allow agency to authorize set number of tickets to be sold, then gives administrators ability to authorize or curtail additional inventory.
- Ability to provide refunds to riders.
 - Refund all unused tickets.
 - Refund select tickets.
 - Refund specific monetary value.
 - Credit tickets.
- Ability to provide PCI Level-1 certified payment processing.
 - Option for indemnified payment support (indemnifies agency against PCI liability, fraud, chargebacks, or bank fees).
- Ability to see sales and transaction data in real-time, with capability to select custom date ranges for selected data.
 - Ability to select time-of-day for viewing data (ex: peak hours data).
- Ability to view geo-analytics on live map.
 - View location of fare purchase.
 - View location of ticket validation.
 - View location of tickets scanned by fare enforcement personnel.
 - Sort map data by User type.
 - Sort map data by Ticket type.
- Ability to easily export all data for integration with other software systems or tools:
 - .csv
 - .xml
 - JSON
 - .PDF
- Ability to run Sales reports

- Inventory serial ID
 - Date ticket was used
 - Date if refunded
 - Fare Type
 - Fare Value
 - Payment card last four digits
 - Type of payment
- Ability to run Geo-reports
 - Purchase, validation, scan Latitude and Longitude
 - Date of action
 - Order ID
 - Rider Type
 - Ticket ID
 - Ticket Type
- Ability to run Usage Summary reports
 - Number of new users
 - Attrition / Retention analysis
 - Total revenue
 - Number of riders using system
 - Number of tickets purchased
 - Number of tickets used
 - Number of users in system
- Ability to run User statistics reports
 - Total number of riders by type
 - Percentage of rider type
 - Revenue per rider type
 - Percentage of revenue for rider type
 - Type of rider
 - Total count for all riders
- Ability to run Ticket Statistics report
 - Count of ticket type
 - Percentage for type of ticket
 - Revenue for ticket type
 - Percentage of revenue for ticket type
 - Ticket type
- Ability to run Revenue Summary report
 - Total revenue for period
 - Total refunds for period
- Ability to run Enforcement report
 - Enforcement by individual inspector
 - Enforcement by ticket type
 - Enforcement by rider type
 - Enforcement by latitude and longitude

8. Marketing Capabilities

- E-commerce website should have the ability to be integrated into MyMetrolink online subscription portal. The Authority captures customer data through MyMetrolink and information is stored in Salesforce.com.
 - Customer call center should have the ability to obtain customer record and mitigate customer issues.
- Mobile/Online platform must have the ability to use promotional codes that allow for discounted tickets, trial tickets and special tickets that will be utilized by the Marketing and Customer Engagement departments for marketing campaigns and customer related issues.
- Must demonstrate ability to integrate a loyalty program. The Authority is interested in implementing a loyalty program as an integrated part of mobile and online ticketing. This could be in the form of points, miles or another measurement and be redeemable for certain rewards.
- Push notifications should be available (using geo-fencing) to customers who approach a designated area (typically around a station) that can communicate a destination, promotion, train status update or third-party advertisement.
- Look and feel of mobile and online ticket should be branded by the Authority. That design shall remain the property of the Authority.
- Ability to offer multiple promotional tickets (Angels Express, Rail Series).

9. Integration Capabilities

- Demonstrated knowledge and capability to integrate mobile payments system with fare collection system of record.
 - Design documents showing integration points and process.
 - API documentation for sharing reporting and web services.
- Demonstrated knowledge and capability to integrate mobile payments with fare collection verification terminals.
 - Support for ISO 14443 readers
 - Support for QR-code scanners

10. Project Plan & Implementation Testing

- Contractor shall present a detailed project plan & test plan prior to the execution of a contract, upon award. For the RFP response, contractor shall provide sample plans used in other similar implementations. Details pertaining to the Authority's implementation will be mutually agreed upon prior to implementation and documented by contractor after award.

11. Free-Form – Total Capabilities

- Contractor shall present all capabilities with all of contractor's products, maintenance, services & support capabilities. This is a free-form section to show full capabilities of contractor within or outside the scope of the RFP.

EXHIBIT 1
COST SCHEDULE

SOUTHERN CALIFORNIA REGIONAL RAIL AUTHORITY
METROLINK COMMUTER RAIL SYSTEM
EXHIBIT 1
CONTRACT NO. H1656-15: MOBILE/ONLINE TICKETING COST
SCHEDULE

Mobile/Online Ticketing Solution:

The below proposed prices are the firm fixed price for each core functionality as described in the Scope of Services; Attachment A. All Prices include direct costs, indirect costs, and profits.

Item #	Description	Amount
1	Point of Purchase	\$120,000
2	Back Office Capabilities	\$114,000
3	Fare Enforcement Capabilities	\$51,000
4	Implementation and Configuration	\$64,000

SOUTHERN CALIFORNIA REGIONAL RAIL AUTHORITY
METROLINK COMMUTER RAIL SYSTEM

EXHIBIT 1

CONTRACT NO. H1656-15: MOBILE/ONLINE TICKETING COST
SCHEDULE

Annual License & Support:

Below are the annual license and support fees for the Mobile/Online Ticketing solution. Annual Support to be charged beginning 1 year following successful implementation of Mobile/Online Ticketing Solution.

Item #	Description	Amount
5	Annual License and Support Fees (Year 1)	\$80,000
6	Annual License and Support Fees (Year 2)	\$80,000
7	Annual License and Support Fees (Year 3)	\$80,000
8	Annual License and Support Fees (Year 4)	\$80,000
9	Annual License and Support Fees (Year 5)	\$80,000
Total (Pages 1 and 2):		\$749,000


Signature of Authorized Official

Josh Robin

Typewritten or Printed Name

VP - North America

Title

3/6/15

Date


Signature of Authorized Official

Will Ford

Typewritten or Printed Name

Associate - Business Development

Title

3/6/15

Date

SOUTHERN CALIFORNIA REGIONAL RAIL AUTHORITY
METROLINK COMMUTER RAIL SYSTEM
EXHIBIT 1
CONTRACT NO. H1656-15: MOBILE/ONLINE TICKETING COST
SCHEDULE

Sales Commission:

Item #	Description	Percent (%) or Amount
1	Sales Commission on Transactions (as % or flat fee on sales volume)	0.9%

Signature of Authorized Official

Signature of Authorized Official

Josh Robin

Will Ford

Typewritten or Printed Name

Typewritten or Printed Name

VP - North America

Associate - Business Development

Title

Title

3/6/15

3/6/15

Date

Date

SOUTHERN CALIFORNIA REGIONAL RAIL AUTHORITY
METROLINK COMMUTER RAIL SYSTEM

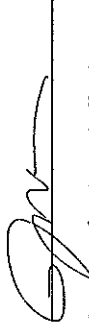
EXHIBIT 1

CONTRACT NO. H1656-15: MOBILE/ONLINE TICKETING COST
SCHEDULE

Option #1

Below is the proposed price for Option #1 as described in the Scope of Services; Attachment A. Pricing includes direct costs, indirect costs, and profits.

Option	Description	Amount(s)
1	Hourly-Labor Rate for Integration with Cubic Back Office System and Fare Gate System at MTA	\$150-225 per hour



Signature of Authorized Official

Josh Robin

Typewritten or Printed Name

VP - North America

Title

3/6/15

Date



Signature of Authorized Official

Will Ford

Typewritten or Printed Name

Associate - Business Development

Title

3/6/15

Date

EXHIBIT 2
STANDARD USER LICENSE AND MAINTENANCE AGREEMENT



About the JustRide Platform

JustRide is the comprehensive mobile ticketing platform from Masabi used by agencies in the US and Europe to improve customer satisfaction while reducing the cost of fare collection.

The platform is delivered using the Software As A Service (SaaS) model, with servers and data fully hosted and managed by Masabi. Integration APIs are provided to connect to external Payment Service Providers and other systems such as Customer Service tools and Data Warehousing.

Terms Used In This Document

Commercial Terms – a legal contract to be signed between the Licensee and Masabi, outlining the financial model used to pay for the Software License.

Staff – a member of the fare enforcement / revenue inspection staff, either directly employed by the Licensee, or sub-contracted or otherwise working in association with them.

End User – a passenger/rider making use of an agency-branded JustRide mobile application or web site.

JustRide Platform – a suite of products provided by Masabi to allow a Licensee agency to sell and validate mTickets. This includes the mobile Customer Applications, a Customer Web-Sales Portal, the Hub back-end administration UI, and a mobile Conductor Application for validating mTickets, all branded with the Licensee's logo and color scheme.

Licensee – one or more transport agencies licensing through a single Procurement the JustRide Platform for the purposes described in the Scope of License section of this document.

mTicket – a ticket supplied by the JustRide Platform, either through a mobile application or through an associated web site, which may be delivered to a cell-phone and displayed as a Barcode or delivered over NFC, emailed for printing, printed by a Conductor, or made available using any other appropriate mechanism.

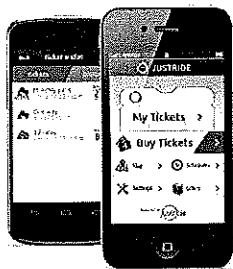
Visual Validation – the JustRide Platform's secure visual watermarking mechanism, used to indicate that a ticket is authentic without requiring a full cryptographic check of a Barcode.

Software License Agreement

Masabi license the JustRide Platform to the Licensee for the purposes indicated under the Scope of License section of this document, subject to the terms and conditions laid out in the Commercial Terms. For clarity, without the accompanying signed Commercial Terms contract, this document remains an illustration of standard terms rather than a commitment on the part of Masabi.

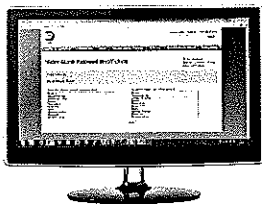
Scope of License

The JustRide Platform comprises a suite of tools to enable mTicketing on the Licensee's transport network:



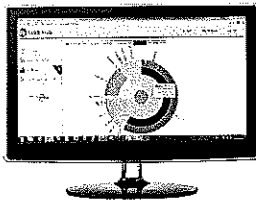
A Licensee-branded Customer mobile application (Customer App), providing functionality to:

- Purchase mTickets, as defined in the Hub;
- Activate purchased mTickets for travel;
- Display an mTicket with Visual Validation and as a Barcode;
- View the Licensee's schedules and disruption information.



A Licensee-branded Customer web sales portal (Customer Web Portal) providing functionality to:

- Purchase Print at Home and Send to Mobile tickets, as defined in the Hub;
- Allow purchased tickets to be printed, emailed or sent to mobile phone.



The Hub, a web-based User Interface providing Licensee staff with functionality to:

- Administer fares available for purchase as mTickets;
- Customer Services functions such as initiating mTicket refunds, and moving tickets between End User handsets.
- View purchase reports and invoices;
- View user activity reports.



A mobile application and/or API for Conductors to run on mobile handsets, with functionality to:

- Scan mTicket Barcodes on an End User's device;
- Show a "reference set" of current Visual Validation colours;
- Upload scan records to the server for review in the Hub.

Mobile Platform Support

End User Mobile Application

The JustRide Platform End User mobile Application will guarantee support for devices running widely available versions of at least the top three cell phone Operating Systems within the Licensee's geographical region. Masabi may also decide to widen this support to additional platforms.

"Widely Available" is defined for Apple iOS as at least the last two major releases of the platform (at the time of writing, iOS 7.x and iOS 8.x).

"Widely available" is defined for Android as coverage of at least 85% of the installed Android user base, as defined by Google's Developer Dashboard page:

<http://developer.android.com/about/dashboards/index.html>

Staff Mobile Validation Application

The Conductor's Application is available on recent versions of iOS and Android. Masabi can recommend reliable, cost effective and high performance hardware on request – please note that there is a wide range of performance difference between different handset cameras, and choice of hardware can have a huge impact on the efficiency of Barcode scanning.



Components of the JustRide Platform

Commercial Products Incorporated Within JustRide

For some use cases, the JustRide Platform integrates a selection of commercial 3rd party products, which do contain some licencing constraints that must be passed on to JustRide Licensees. Product licences are included within this agreement at no extra cost.

Masabi reserve the right to replace these components with alternative proprietary or 3rd party products with equivalent or more lax licencing arrangements.

Libraries Compiled In To JustRide

The Platform extensively leverages mature, reliable and well-tested free software libraries that make use of a range of unrestrictive Open Source licences – principally:

- Apache 2.0
- MIT
- BSD
- Lesser GPL
- Mozilla Public Licence
- Eclipse Public Licence

None of the above carries any restrictions that will affect customers and end users of the system.

The Platform also makes use of the commercial ExtJS User Interface library, however this has no licencing limitations relevant to end users.

Copyright and Ownership

The JustRide Platform and its constituent web and mobile applications remain the copyright of Masabi Ltd. This includes the overall visual “look and feel” of a JustRide mobile app, iconography, home screen design, JustRide name and logo, and related items.

Cryptographic keys, including but not restricted to Visual Validation seeds, barcode encryption key pairs and key pairs used to encrypt network traffic all remain the property and responsibility of Masabi.

Any branding, network and fare data configured within the JustRide Platform is owned by the Licensee. Any mobile application binary created with this branding is owned by the Licensee for the duration of their JustRide licence, but on termination of that licence may no longer be used.

All passenger data collected by the system is owned by the Licensee, including but not restricted to ticket sales and activation data. Masabi retains the right to use this data, in anonymous form where necessary, to develop and improve the JustRide Platform.



Software Upgrades

The JustRide Platform provides a product roadmap for the future, readying it for the next decade of transformation that will see the mobile become the default tool for passenger information and ticketing.

New features created centrally on the Platform become available without each Licensee having to invest separately to develop them. Improvements and features relating to the scope of the original product license are provided for free to the Licensee; additional modules offering entirely new functionality will be optional and offered to all Licensees, but may carry additional cost if taken.

Upgrades to the system that are not in-line with Masabi's JustRide roadmap can be requested the agency in a formal Work Scope to which Masabi will respond within 10 business days. Upon acceptance of price the agency may notify Masabi to proceed with upgrade.

Upgrades to the software will ensure that releases are backwards compatible for at least two previous releases and support app releases up to six months. In the event of new OS releases to existing platforms, Masabi will work with the agency to meet specifications where agreed and provide advance notification of app upgrades.



Service Level Agreement

Service Availability and Maintenance

Service availability level will be 99.99% (not including scheduled maintenance).

One (1) hour of maintenance will be allowed in every week of the year. This maintenance window may be scheduled, as appropriate and if required, at any time between the hours of one and five am (Licensee local time), Monday to Thursday.

Maintenance is performed wherever possible in a way that prevents any actual service downtime, removing and updating the redundant application servers individually behind the load balancer whilst their peers remain actively servicing End Users.

At least 24 hours advanced warning will be given over e-mail for all planned maintenance including a list of changes being made, and additional e-mails will be sent at the start and end of the procedure indicating progress.

Lines of Support

By default Masabi proposes a tiered-approach to support, with direct-to-End User support handled by Licensee staff, and 3rd line technical support provided by Masabi staff.

First Line Support

Existing Licensee customer service teams will deal with first line support, using a list of solutions to Frequently Asked Questions (FAQ's). In addition, the service team are provided with access to the JustRide Platform's web-based Customer Service interface for searching customer records, issuing refunds and reporting more serious technical issues via the support ticket mechanism.

Second Line Support

If Licensee customer service teams have issues, the Licensee's technical team should be able to provide additional technical support, and/or put those issues into the support ticket system to alert Masabi to a problem, and monitor the resolution of the issue. The support ticket system provides mechanisms for Masabi to indicate when these issues have been resolved, and update the FAQ with solutions as appropriate.

Third Line Support

Masabi deal with technical issues reported through the support ticket system or over the phone into Masabi's 24hr Call Centre.



Masabi Service Level – Business Continuity Plan

The following is the list of services that Masabi will provide to Metrolink:

Ref #	Service Name	Description	Specifications
1	Call Center	Handles all inbound calls regarding the services being provided	<ul style="list-style-type: none">• The Call Center shall accept calls 24 hours a day, 7 days a week.• Provide on-line mechanism for reporting and tracking issues.• The Call Center shall adhere to Issue Severity handling guidelines.• The Call Center shall provide support only in English.
2	Mobile Ticketing System	Provide features as defined in Work Scope.	Support system Update/enhance App.
3	Data Extract & Reports	Provide data extracts and reports.	Provide data extracts for Railroad processing/report.
4	Remedial Maintenance	Provide remedial maintenance.	See Issue Severity Guidelines.
5	Preventative Maintenance	Provide Preventative Maintenance.	Provide preventative maintenance.
6	Database Administration	Data retention, archiving, purging, access reporting, data backup.	Maintain and provide Services.
7	Continuity of Business	Maintain off-site backup facility/system.	Annual execution of DR plans.

For the optimal provision of service, Masabi will work towards the following service management measures.

Service Metric	Definition	Baseline	Breach
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Average Wait Period at service centers, peak hours	This is the time period waited by the Customer to get served at service centers in peak hours of the day. Reference Severity	< 1 min	> 2 min
Average Wait Period at service centers, non-peak hours	This is the time period waited by the Customer to get served at service centers at non-peak hours of the day.	< 5 min	> 10 min
Response to App Work Scope	This is the time period waited by the Customer to receive price proposal to implement Customer directed enhancement, report, etc.	<10 days	>20 days
Monthly Report	This is the time period waited by the Customer to receive Monthly Reports after closing.	< 10 days	>30 days

24hr Call Center

Masabi's Call Center will offer 24hr support to Licensee employees to address service related issues to be resolved by Masabi.

The Call Center service will be run by members of the Masabi team who will be on hand to triage issues and run first-level resolution tests on the Platform and Cloud.

In the event of non-immediate resolution, Masabi will agree with Licensee staff the appropriate severity level. Issues will be escalated and resolved within the appropriate resolution time. Response and resolution times will be defined at project initiation.

"Resolution", as defined here, is the time needed to determine the root cause of the problem and, as a minimum, establish a suitable workaround; it may not always be possible to have a complete solution fully deployed within the resolution time, because of the requirement to fully conduct regression testing on any live code release, and (in the case of mobile application problems) due to review periods for App Stores.

Once service issues have been raised, Masabi will perform issue resolution monitoring and report back with Service Level Monitoring reports on an ad-hoc basis when required.

On a weekly basis, for all service issues, Masabi will provide a weekly report that includes:

- Issue Name
- Description
- Open and Close date (if closed)
- Severity



- Owner
- Status
- History

Service Uptime Monitoring

All JustRide servers have 24/7 heartbeat monitors that trigger synthetic transactions every minute, sending SMS and e-mail alerts to the Masabi Operations Team as soon as any downtime is detected. This is run through Pingdom's global distributed network of servers to ensure that monitoring is not itself a single point of failure.

Backups and Disaster Recovery Plan

Masabi has a comprehensive disaster recovery plan that is periodically tested to ensure effectiveness. In summary Masabi utilizes multiple levels of redundancy and virtualization to achieve high levels of up-time and a fast recovery time in the case of recovering from a disaster.

The JustRide service is typically hosted across three physically separate data centers with the full software and hardware stack duplicated in each data center. Each of the 3 software and hardware stacks are capable of handling the normal load on the service. All code and machine configurations are kept up to date and off site in a version control system and can be used to rapidly deploy a new environment if required.

Database snapshots are taken hourly each day offering point in time recovery, although a finer granularity of back up is available if the Licensee requires.



Compliance

PCI-DSS Compliance

JustRide Platform servers are hosted using Amazon Virtual Private Cloud (VPC), part of Amazon EC2 web services (<http://aws.amazon.com/vpc/>), within the continental United States.

The Amazon EC2 service is a secure, durable technology Platform with industry-recognized certifications and audits: PCI DSS Level 1, ISO 27001, FISMA Moderate, HIPAA, and SAS 70 Type II

All payment instrument storage is fully PCI DSS version 3 compliant. Payments are segregated from the main App Server in a separate firewalled zone allowing all PCI sensitive data to be sent and stored within a fully separate server instance.

Masabi provides an attestation of PCI Merchant Compliance, and conducts regular independent assessments with a QSA.

Merchant Services

All merchant services with regard to payment handling will be taken care of by the Licensee's preferred Payment Service Provider (PSP).

The JustRide payment service will integrate with the PSP via their payment API, with all transactions logged and reported on daily. This enables the Licensee's finance department to reconcile the JustRide Platform's transaction reports and invoices with the funds transferred to the Licensee's merchant account.

All logs and reports are fully PCI compliant.

NIST Certification of Cryptography

In accordance with the specifications of Federal Information Processing Standards (FIPS) 186-2 (change notice dated October 5, 2001), Digital Signature using Reversible Public Key Cryptography for the Financial Services Industry (RDSA), ANSI x9.62, ANSI x9.31 (Appendix A.2.4), Advanced Encryption Standard (AES) FIPS 197, Recommendations for Block Cipher Modes of Operation (SP800-38A 2001 ED), Digital Signature Standard (DSS), PKCS#1 v2.1, RSA Cryptography Standard, and the FIPS 180-2 Secure Hash Standard.

Tested by the accredited Cryptographic Module Testing laboratory:
BT Cryptographic Laboratories, NVLAP Lab Code 200626-0

Certificates can be found on the following US Government web pages:



MetroLink Mobile Ticketing – Masabi's JustRide Ticketing Platform for MetroLink

- AES Cert#593 <http://csrc.nist.gov/groups/STM/cavp/documents/aes/aesval.html#594>
- RSA Cert#271 <http://csrc.nist.gov/groups/STM/cavp/documents/dss/rsaval.html#272>
- RNG Cert#338 <http://csrc.nist.gov/groups/STM/cavp/documents/rng/rngval.html#339>
- SHA Cert#643 <http://csrc.nist.gov/groups/STM/cavp/documents/shs/shaval.htm#644>