



UTA CONTRACT NO. 22-03574  
UTA Mobile APP Vendor

THIS IT SOFTWARE AND ASSOCIATED SERVICES SUPPLY AGREEMENT (“Contract”) is entered into and made effective as of the date of last signature below (“Effective Date”) by and between UTAH TRANSIT AUTHORITY, a public transit district organized under the laws of the State of Utah (“UTA”), and Masabi LLC, (the “Contractor”).

**RECITALS**

WHEREAS, on May 6, 2022, UTA received competitive proposals to provide Vendor Hosted Mobile Ticketing System and (as applicable) all associated hardware, software, tools, installation services, commissioning and testing services, training and documentation (the “Software and Services”) according to the terms, conditions and specifications prepared by UTA in 22-03574CG UTA Mobile App Vendor (the “RFP”); and

WHEREAS UTA wishes to procure the Software and Services according to the terms, conditions and specifications listed in the RFP (as subsequently amended through negotiation by the parties); and

WHEREAS the Masabi 22-03574CG UTA Mobile App Vendor proposal submitted by the Contractor in response to the RFP (“Contractor’s Proposal”) was deemed to be the most advantageous to UTA; and

WHEREAS, Contractor is willing to furnish the Software and Services according to the terms, conditions and specifications of the Contract.

**AGREEMENT**

NOW, THEREFORE, in accordance with the foregoing Recitals, which are incorporated herein by reference, and for and in consideration of the mutual covenants and agreements hereafter set forth, the mutual benefits to the parties to be derived here from, and for other valuable consideration, the receipt and sufficiency of which the parties acknowledge, it is hereby agreed as follows:

**1. SOFTWARE AND ASSOCIATED SERVICES TO BE PROVIDED BY CONTRACTOR**

Contractor hereby agrees to furnish and deliver the Software and Associated Services in accordance with the Contract as described in Exhibit A (Product Description and Statement of Associated Services) (including performing any installation, testing commissioning and other Services described in the Contract).



## 2. **TERM**

This Contract shall commence as of the Effective Date. The Contract shall remain in full force and effect for the provision of Software and Services (made via purchase order or other agreed order method) until July 31<sup>st</sup> 2023 (the "Initial Term"). UTA may, at its sole election and in its sole discretion, extend the Initial Term for up to an additional one-year option period.. Extension option may be exercised by UTA upon providing Contractor with notice of such election at least thirty (30) days prior to the expiration of the initial term or then-expiring option period (as applicable). The Contract may be further extended if the Contractor and UTA mutually agree to an extension evidenced in writing. The rights and obligations of UTA and Contractor under the Contract shall at all times be subject to and conditioned upon the provisions of the Contract. The Initial Term and any exercised extension option(s) together shall be considered the "Term" of this Contract.

## 3. **COMPENSATION AND FEES**

UTA shall pay Contractor in accordance with the payment milestones or other terms described in Exhibit B. If Exhibit B does not specify any milestones or other payment provisions, then payment shall be invoiced after the Software have been delivered and the Services have been performed. In no event shall advance payments be made.

## 4. **INCORPORATED DOCUMENTS**

a. The following documents hereinafter listed in chronological order, with most recent document taking precedence over any conflicting provisions contained in prior documents (where applicable), are hereby incorporated into the Contract by reference and made a part hereof:

1. The terms and conditions of this Software and Associated Services Supply Agreement (including any exhibits and attachments hereto).
2. UTA's RFP including, without limitation, all attached or incorporated terms, conditions (but excluding Part 4 of the RFP (Professional Services Contract), federal clauses (as applicable), drawings, plans, specifications and standards and other descriptions of the Software and Services;
3. Contractor's Proposal including, without limitation, all federal certifications (as applicable) and the Contractor's SaaS Special Conditions attached at Exhibit C.

b. The above-referenced documents are made as fully a part of the Contract as if hereto attached or herein repeated. The Contract (including the documents listed above) constitute the complete contract between the parties.

## 5. **ORDER OF PRECEDENCE**

The Order of Precedence for this contract is as follows:

- UTA Contract including all attachments and terms and conditions;



- UTA Solicitation Terms (but excluding Part 4 - Professional Services Agreement); and
- Contractor's Bid or Proposal including the Contractor's SaaS Special Conditions as set out in Exhibit C.

Any Contractor proposed terms or condition which is in direct conflict with a UTA contract or solicitation term or condition (but excluding Part 4 – Professional Services Agreement), will be deemed null and void.

## 6. **LAWS AND REGULATIONS**

Contractor and any and all Software and/or Services furnished under the Contract will comply fully with all applicable Federal and State laws and regulations, including those related to safety and environmental protection. Contractor shall also comply with all applicable licensure and certification requirements.

## 7. **INVOICING PROCEDURES**

- a. Contractor shall submit invoices to UTA's Project Manager for processing and payment in accordance with Exhibit B. If Exhibit B does not specify invoice instructions, then Contractor shall invoice UTA after delivery of all Software and satisfactory performance of all Services. Invoices shall be provided in the form specified by UTA. Reasonable supporting documentation including cost and pricing data demonstrating Contractor's entitlement to the requested payment must be submitted with each invoice.
- b. Contractor shall invoice UTA monthly in arrears after delivery of the Software and satisfactory performance of all Services. Contractor shall submit invoices to [ap@rideuta.com](mailto:ap@rideuta.com) for processing and payment. In order to timely process invoices, Contractor shall include the following information on each invoice:
  - i. Contractor Name
  - ii. Unique Invoice Number
  - iii. PO Number
  - iv. Invoice Date
  - v. Detailed Description of Charges
  - vi. Total Dollar Amount Due
- c. UTA shall have the right to disapprove (and withhold from payment) specific line items of each invoice to address non-conforming Software or Services. Approval by UTA shall not be unreasonably withheld or delayed. UTA shall also have the right to offset (against payments) amounts reasonably reflecting the value of any undisputed claim which UTA has against Contractor under the Contract. Payment for all invoice amounts



not specifically disapproved or offset by UTA shall be provided to Contractor within thirty (30) calendar days of invoice submittal.

## **8. WARRANTY OF SOFTWARE AND SERVICES**

a. Contractor warrants that all Software (including hardware, firmware, and/or software products that it licenses) and Services shall conform to the specifications, drawings, standards, samples, and other descriptions made a part of (or incorporated by reference into) the Contract. Contractor further warrants that all Software and Services shall be of the quality specified, or of the best grade if no quality is specified, and, unless otherwise provided in the Contract, will be new, and free from defects in design, materials and workmanship.

b. Contractor warrants that all Software and Services shall be in compliance with applicable federal, state, and local laws and regulations including, without limitation, those related to safety and environmental protection.

c. During the Term of this Contract, Contractor shall at its own expense promptly repair, replace and/or re-perform any Software or Services that are defective or in any way fail to conform to the Contract requirements.

d. The foregoing warranties are not intended as a limitation but are in addition to all other express warranties set forth in the Contract and such other warranties as are implied by law, custom, and usage of trade. Product liability disclaimers and/or warranty disclaimers from the seller are not applicable to the Contract unless otherwise specified and mutually agreed upon elsewhere in the Contract. In general, Contractor warrants that: (1) the Software will do what the Contractor's Proposal said it would do, (2) the Software will live up to all specific claims that the Contractor makes in their advertisements, (3) the Software will be suitable for the ordinary purposes for which such items are used, (4) the Software will be suitable for any special purposes that UTA has relied on Contractor's skill or judgment to consider when it advised UTA about the Software, (5) the Software has been properly designed, and (6) the Software are free of significant defects or unusual problems about which UTA has not been warned. Nothing in this warranty will be construed to limit any rights or remedies UTA may otherwise have under the Contract.

## **9. OWNERSHIP OF DESIGNS, DRAWINGS, AND WORK PRODUCT**

Ownership of designs, drawings and work product shall be as specified in clauses 2, 4 and 6 of Exhibit C to this Contract (Contractor's SaaS Special Conditions).



**10. GENERAL INDEMNIFICATION**

Contractor shall indemnify, hold harmless and defend UTA, its officers, trustees, agents, and employees (hereinafter collectively referred to as "Indemnitees") from and against all direct third party liabilities, claims, actions, damages, losses, and expenses including without limitation reasonable attorneys' fees and costs (hereinafter referred to collectively as "claims") related to bodily injury, including death, or loss or damage to tangible or property caused in whole or in part, by the acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors PROVIDED THAT:

- (a) Contractor is given prompt notice of any such claims;
- (b) UTA provides reasonable co-operation to Contractor in the defense and settlement of such indemnified claim, at Contractor's expense; and
- (c) Contractor is given sole authority to defend or settle the indemnified claims.

This indemnity includes any claim or amount arising out of the failure of such Contractor to conform to federal, state, and local laws and regulations. If an employee of Contractor, a subcontractor, anyone employed directly or indirectly by any of them or anyone for whose acts any of them may be liable brings a claim against UTA or another Indemnatee, Contractor's indemnity obligation set forth above will not be limited by any limitation on the amount of damages, compensation or benefits payable under any employee benefit acts, including workers' compensation or disability acts. The indemnity obligations of Contractor shall not apply to the extent that claims arise out of the sole negligence of UTA or the Indemnitees.

**11. INSURANCE REQUIREMENTS**

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The Utah Transit Authority in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this contract by the Contractor, his agents, representatives, employees or subcontractors and Contractor is free to purchase additional insurance as may be determined necessary.

- A. **MINIMUM SCOPE AND LIMITS OF INSURANCE:** Contractor shall provide coverage with limits of liability not less than those Stated below. An excess liability policy or umbrella liability policy may be used to meet the minimum liability requirements provided that the coverage



is written on a “following form” basis.

1. Commercial General Liability – Occurrence Form

Policy shall include bodily injury, property damage and broad form contractual liability coverage.

- General Aggregate \$4,000,000
- Products – Completed Operations Aggregate \$1,000,000
- Personal and Advertising Injury \$1,000,000
- Each Occurrence \$1,000,000

a. The policy shall be endorsed to include the following additional insured language: "The Utah Transit Authority shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor".

2. Automobile Liability

Bodily Injury and Property Damage for any owned, hired, and non-owned vehicles used in the performance of this Contract.

Combined Single Limit (CSL) \$1,000,000

a. The policy shall be endorsed to include the following additional insured language: "The Utah Transit Authority shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor, including automobiles owned, leased, hired or borrowed by the Contractor".

3. Worker's Compensation and Employers' Liability

Workers' Compensation Statutory

Employers' Liability

Each Accident \$100,000



Disease – Each Employee \$100,000

Disease – Policy Limit \$500,000

- a. Where permitted under the terms of the Contractor’s Policy, it shall contain a waiver of subrogation against the Utah Transit Authority.
- b. This requirement shall not apply when a contractor or subcontractor is exempt under UCA 34A-2-103, AND when such contractor or subcontractor executes the appropriate waiver form.

4. Professional Liability (Errors and Omissions Liability)

The policy shall cover professional misconduct or lack of ordinary skill for those positions defined in the Scope of Services of this Contract.

Each Claim \$1,000,000

Annual Aggregate \$2,000,000

- a. In the event that the professional liability insurance policy required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of three (3) years beginning at the time work under this Contract is completed.

B. ADDITIONAL INSURANCE REQUIREMENTS: The policies shall include, or be endorsed to include, the following provisions:

- 1. On insurance policies where the Utah Transit Authority is named as an additional insured, the Utah Transit Authority shall be an additional insured to the full limits of liability purchased by the Contractor. Insurance limits indicated in this Contract are minimum limits. Larger limits may be indicated after the contractor’s assessment of the exposure for this contract; for their own protection and the protection of UTA.
- 2. The Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.



- C. NOTICE OF CANCELLATION: Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided or canceled except reasonable prior written notice has been given to the Utah Transit Authority, except when cancellation is for non-payment of premium. Such notice shall be sent directly to (Utah Transit Authority agency Representative's Name & Address).
- D. ACCEPTABILITY OF INSURERS: Insurance is to be placed with insurers duly licensed or authorized to do business in the State and with an "A.M. Best" rating of not less than A-VII. The Utah Transit Authority in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.
- E. VERIFICATION OF COVERAGE: Contractor shall furnish the Utah Transit Authority with certificates of insurance (on standard ACORD form) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and any required endorsements are to be sent to [insurancecerts@rideuta.com](mailto:insurancecerts@rideuta.com) and received and approved by the Utah Transit Authority before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.

All certificates required by this Contract shall be emailed directly to Utah Transit Authority's insurance email address at [insurancecerts@rideuta.com](mailto:insurancecerts@rideuta.com). The Utah Transit Authority project/contract number and project description shall be noted on the certificate of insurance. The Utah Transit Authority reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time. DO NOT SEND CERTIFICATES OF INSURANCE TO THE UTAH TRANSIT AUTHORITY'S CLAIMS AND INSURANCE DEPARTMENT.

- F. SUBCONTRACTORS: Contractors' certificate(s) shall include all subcontractors as additional insureds under its policies or subcontractors shall maintain separate insurance as determined by the Contractor, however, subcontractor's limits of liability shall not be less than \$1,000,000 per occurrence / \$2,000,000 aggregate. Where permitted under the terms



of their respective policies, sub-contractors maintaining separate insurance shall name Utah Transit Authority as an additional insured on their policy. Blanket additional insured endorsements are not usually acceptable from sub-contractors. Where permitted under the terms of their respective policies, Utah Transit Authority must be scheduled as an additional insured on any sub-contractor policies.

- G. APPROVAL: Any modification or variation from the insurance requirements in this Contract shall be made by Claims and Insurance Department or the UTA Legal Services, whose decision shall be final. Such action will not require a formal Contract amendment but may be made by administrative action.

## 12. **OTHER INDEMNITIES**

12.1 Contractor shall protect, release, defend, indemnify and hold harmless UTA and the other Indemnitees against and from any and all claims of any kind or nature whatsoever on account of infringement of any third-party Intellectual Property Rights (“IPR Claim”) If notified promptly in writing and given authority, information and assistance, Contractor shall defend, or may settle at its expense, any suit or proceeding against UTA so far as based on an IPR Claim and Contractor shall pay all damages and costs awarded therein against UTA due to such IPR Claim. In case any Good or Service is in such suit held to constitute such an infringement or an injunction relating to an IPR Claim is filed that interferes with UTA’s rights under the Contract, Contractor shall, at its expense and through mutual agreement between UTA and Contractor, either procure for UTA any necessary intellectual property rights, or modify Contractor’s Software and Services such that the claimed infringement is eliminated, provided that in no circumstances shall the Contractor, its officers, directors, employees, agents or sub-contractors be liable to UTA to the extent that the alleged infringement is based on:

- a. a modification of the Licensed Products by anyone other than the Contractor or combination of the Licensed Products with any other third party services, systems or items;
- b. UTA’s use of the Licensed Products in a manner contrary to the instructions given to UTA by the Contractor; or
- c. UTA’s continued use of the Licensed Products after receipt of a notice of the alleged or actual infringement from Contractor or any appropriate authority.



- 12.2 In the defense or settlement of any claim, the Contractor may procure the right for UTA to continue using the Licensed Products or to replace or modify the Licensed Products so that they become non-infringing or, if such remedies are not reasonably available, to terminate this Contract on ten (10) Business Days' written notice to UTA without any additional liability or obligation to pay liquidated damages or other additional costs to UTA above and beyond the indemnification obligation described in para. 12.1 above.
- 12.3 In no circumstances shall the Contractor, its officers, directors, employees, agents or sub-contractors be liable to UTA to the extent that the alleged infringement is based on:
- a. a modification of the Licensed Products by anyone other than the Contractor or combination of the Licensed Products with any other third-party services, systems or items;
  - b. UTA's use of the Licensed Products in a manner contrary to the instructions given to the UTA by the Contractor; or
  - c. UTA's continued use of the Licensed Products after receipt of a notice of the alleged or actual infringement from the Contractor or any appropriate authority.

**"Licensed Products"** has the meaning set out in clause 4.1 of the Contractor's SaaS Special Conditions as set out in Exhibit C.

**"Intellectual Property Rights"** means copyright, rights related to or affording protection similar to copyright, database rights, patents and rights in inventions, semiconductor topography rights, trade and service marks, logos, rights in internet domain names and website addresses and other rights in trade or business names, design rights (whether registerable or otherwise) and registered designs, know-how, trade secrets and moral rights and other similar rights or obligations together with applications for registration and the right to apply for registration and all other rights whether registerable or not having equivalent or similar effect in any country or jurisdiction and the right to sue for passing off in each case which may subsist or come into existence from time to time.

- 12.4 Contractor shall: (i) protect, release, defend, indemnify and hold harmless UTA and the other Indemnitees against and from any and all liens made or filed against UTA on account of any Software or Services furnished by subcontractors of any tier; and (ii) keep UTA property free and clear of all liens or claims arising in conjunction with any Software or Services furnished under the Contract by Contractor or its subcontractors of any tier. If any lien arising out of the Contract is filed in conjunction with any Software or Services furnished under the Contract, Contractor, within ten (10) calendar



days after receiving from UTA written notice of such lien, shall obtain a release of or otherwise satisfy such lien. If Contractor fails to do so, UTA may take such steps and make such expenditures as in its discretion it deems advisable to obtain a release of or otherwise satisfy any such lien or liens, and Contractor shall upon demand reimburse UTA for all costs incurred and expenditures made by UTA in obtaining such release or satisfaction. If any non-payment claim is made directly against UTA arising out of non-payment to any subcontractor, Contractor shall assume the defense of such claim within ten (10) calendar days after receiving from UTA written notice of such claim. If Contractor fails to do so, Contractor shall upon demand reimburse UTA for all costs incurred and expenditures made by UTA to satisfy such claim.

- 12.5 Contractor will defend, indemnify and hold UTA, its officers, agents and employees harmless from liability of any kind or nature, arising from Contractor's use of any copyrighted or un-copyrighted composition, trade secret, patented or un-patented invention, article or appliance furnished or used in the performance of the Contract.
- 12.6 Contractor's indemnity obligations in this section 12 shall only apply PROVIDED THAT:
- a. Contractor is given prompt notice of any such claims;
  - b. UTA provides reasonable co-operation to Contractor in the defense and settlement of such indemnified claim, at Contractor's expense; and
  - c. Contractor is given sole authority to defend or settle the indemnified claims.

### **13. INDEPENDENT CONTRACTOR**

The parties agree that Contractor, in the carrying out of its duties hereunder, is an independent contractor and that neither Contractor nor any of its employees is or are agents, servants or employees of UTA. Neither Contractor nor any of Contractor's employees shall be eligible for any workers compensation insurance, pension, health coverage, or fringe benefits which apply to UTA's employees. Neither federal, state, nor local income tax nor payroll tax of any kind shall be withheld or paid by UTA on behalf of Contractor or the employees of Contractor. Contractor acknowledges that it shall be solely responsible for payment of all payrolls, income and other taxes generally applicable to independent contractors.

### **14. STANDARD OF CARE.**

Contractor shall perform any Services to be provided under the Contract in a good and



workmanlike manner, using at least that standard of care, skill and judgment which can reasonably be expected from similarly situated independent contractors (including, as applicable, professional standards of care).

#### **15. USE OF SUBCONTRACTORS**

- a. Contractor shall give advance written notification to UTA of any proposed subcontract (not indicated in Contractor's Proposal) negotiated with respect to the Services. UTA shall have the right to approve all subcontractors, such approval not to be withheld unreasonably.
- b. No subsequent change, removal or substitution shall be made with respect to any such subcontractor without the prior written approval of UTA.
- c. Contractor shall be solely responsible for making payments to subcontractors, and such payments shall be made within thirty (30) days after Contractor receives corresponding payments from UTA.
- d. Contractor shall be responsible for and direct all Services performed by subcontractors.
- e. Contractor agrees that no subcontracts shall provide for payment on a cost-plus-percentage-of-cost basis. Contractor further agrees that all subcontracts shall comply with all applicable laws.

#### **16. CONTRACTOR SAFETY COMPLIANCE**

UTA is an ISO 14001 for Environmental Management Systems, ISO 9001 Quality and Performance Management, and OSHAS 18001 safety systems Management Company. Contractor, including its employees, subcontractors, authorized agents, and representatives, shall comply with all UTA and industry safety standards, NATE, OSHA, EPA and all other State and Federal regulations, rules and guidelines pertaining to safety, environmental Management and will be solely responsible for any fines, citations or penalties it may receive or cause UTA to receive pursuant to this Contract. Contractor acknowledges that its Software and Services might affect UTA's Environmental Management Systems obligations. A partial list of activities, products or Services deemed as have a potential EMS effect is available at the UTA website [www.rideuta.com](http://www.rideuta.com). Upon request by UTA, Contractor shall complete and return a *Contractor Activity Checklist*. If UTA determines that the Software and/or Services under the Contract has the potential to impact the environment, UTA may require Contractor to submit additional environmental documents. Contractor shall provide one set of the appropriate safety data



sheet(s) (SDS) and container label(s) upon delivery of a hazardous material to UTA.

#### **17. ASSIGNMENT OF CONTRACT**

Save in respect of an assignment to i) an affiliate of the Contractor or ii) in connection with the sale of the Contractor's business which would not materially affect the service provided under the contract, the Contractor shall not assign any of its rights or responsibilities, nor delegate its obligations, under this Contract or any part hereof without the prior written consent of UTA (such consent not to be unreasonably withheld or delayed), and any attempted transfer in violation of this restriction shall be void.

#### **18. SUSPENSION OF WORK**

- a. Where the Contractor is in material breach of this contract, UTA may by written order to Contractor, require Contractor to suspend, delay, or interrupt all or any part of the Services called for by this Contract. Any such order shall be specifically identified as a "Suspension of Work Order" issued pursuant to this Article. Upon receipt of such an order, Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of further costs allocable to the Work covered by the order during the period of Work stoppage.
- b. If a Suspension of Work Order issued under this Article is canceled, Contractor shall resume the Services as mutually agreed to in writing by the parties hereto.
- c. If the Suspension of Work causes an increase in Contractor's cost or time to perform the Work, UTA's Project Manager or designee shall make an equitable adjustment to compensate Contractor for the additional costs or time and modify this Contract by Change Order.

#### **19. TERMINATION**

a. **FOR CONVENIENCE:** UTA shall have the right to terminate the Contract at any time by providing at least thirty (30) days' written notice to Contractor. If the Contract is terminated for convenience, UTA shall pay the Termination for Convenience Charges (defined below) to the Contractor: UTA shall not be responsible for anticipated profits based on the terminated portion of the Contract. Contractor shall promptly submit a termination claim to UTA. If Contractor has



any property in its possession belonging to UTA, Contractor will account for the same, and dispose of it in the manner UTA directs.

**“Termination for Convenience Charges”** means (i) payment for all work performed by the Contractor up to the date of termination; (ii) the cost to terminate subcontracts that support the Contractor’s provision of the Services; (iii) Sunk Costs; and (iv) any other unavoidable costs or expenses incurred by Contractor as a result of UTA’s termination for convenience.

**“Sunk Costs”** means all costs committed, incurred or expended by Contractor (i.e. money that has already been spent or committed costs) and supply chain costs which cannot be recovered and include, but are not limited to, the costs of materials/products that cannot be returned, sold or used for other contracts.

b. **FOR DEFAULT:** If Contractor (a) becomes insolvent; (b) files a petition under any chapter of the bankruptcy laws or is the subject of an involuntary petition; (c) makes a general assignment for the benefit of its creditors; (d) has a receiver appointed; (e) should fail to make prompt payment to any subcontractors or suppliers; or (f) fails to comply with any of its material obligations under the Contract, UTA may, in its discretion, after first giving Contractor thirty (30) days written notice to cure such default:

1. Terminate the Contract (in whole or in part) for default and obtain the Software and Services using other contractors or UTA’s own forces, in which event Contractor shall be liable for all reasonable incremental costs so incurred by UTA;
2. Pursue other remedies available under the Contract (regardless of whether the termination remedy is invoked); and/or
3. Except to the extent limited by the Contract, pursue other remedies available at law.

If UTA (a) becomes insolvent; (b) files a petition under any chapter of the bankruptcy laws or is the subject of an involuntary petition; (c) makes a general assignment for the benefit of its creditors; (d) has a receiver appointed; or (e) fails to comply with any of its material obligations under the Contract, the Contractor may, in its discretion, after first giving UTA thirty (30) days’ written notice to cure such default:

1. Terminate the Contract (in whole or in part) for default and, in which event UTA shall be liable for all reasonable incremental costs so incurred by the Contractor;
2. Pursue other remedies available under the Contract (regardless of whether the



termination remedy is invoked); and/or

3. Except to the extent limited by the Contract, pursue other remedies available at law.

c. **CONTRACTOR'S POST TERMINATION OBLIGATIONS:** Upon receipt of a termination notice as provided above, Contractor shall (i) immediately discontinue all work affected (unless the notice directs otherwise); and (ii) subject to clause 9 of this Contract and the provisions of Exhibit C, deliver to UTA all data, drawings and other deliverables due to it, whether completed or in process. Contractor shall also remit a final invoice for all services performed and expenses incurred in full accordance with the terms and conditions of the Contract up to the effective date of termination. UTA shall calculate all undisputed termination damages payable under the Contract, shall offset such damages against Contractor's final invoice, and shall invoice Contractor for any additional amounts payable by Contractor (to the extent termination damages exceed the invoice). All rights and remedies provided in this Article are cumulative and not exclusive. If UTA terminates the Contract for any reason, Contractor shall remain available, for a period not exceeding 90 days, to UTA to respond to any questions or concerns that UTA may have regarding the Software and Services furnished by Contractor prior to termination.

## 20. **CHANGES**

- a. The parties may mutually agree, at any time, by written order designated or indicated to be a Change Order, to direct changes in the Services including, but not limited to, changes:
  1. In the Scope of Services;
  2. In the method or manner of performance of the Services; or
  3. In the schedule or completion dates applicable to the Services.

To the extent that any change in Services causes an actual and demonstrable impact to: (i) Contractor's cost of performing the Services; or (ii) the time required for the Services, then (in either case) the Change Order shall include an equitable adjustment to this Contract to make Contractor whole with respect to the impacts of such change.

- b. A change in the Work may only be agreed by the parties through a written Change Order. Any changes to this Contract undertaken by Contractor without such written authority shall be at Contractor's sole risk. Contractor shall not be entitled to rely on any other manner or method of direction.
- c. Contractor shall also be entitled to an equitable adjustment to address the actual and



demonstrable impacts of “constructive” changes in the Services if: (i) subsequent to the Effective Date of this Contract, there is a material change with respect to any requirement set forth in this Contract; or (ii) other conditions exist or actions are taken by UTA which materially modify the magnitude, character or complexity of the Services from what should have been reasonably assumed by Contractor based on the information included in (or referenced by) this Contract. In order to be eligible for equitable relief for “constructive” changes in Work, Contractor must give UTA’s Project Manager or designee written notice stating:

1. The date, circumstances, and source of the change; and
2. That Contractor regards the identified item as a change in the Services giving rise to an adjustment in this Contract.

Contractor must provide notice of a “constructive” change and assert its right to an equitable adjustment under this clause within ten (10) days after Contractor becomes aware (or reasonably should have become aware) of the facts and circumstances giving rise to the “constructive” change. Contractor’s failure to provide timely written notice as provided above shall constitute a waiver of Contractor’s rights with respect to such claim.

- d. As soon as practicable, but in no event longer than 30 days after providing notice, Contractor must provide UTA with information and documentation reasonably demonstrating the actual cost and schedule impacts associated with any change in the Services. Equitable adjustments will be made via Change Order. Any dispute regarding the Contractor’s entitlement to an equitable adjustment (or the extent of any such equitable adjustment) shall be resolved in accordance with clause 28 of this Contract.

## **21. INFORMATION, RECORDS and REPORTS; AUDIT RIGHTS**

Contractor shall retain all books, papers, documents, accounting records and other evidence to support any cost-based billings allowable under Exhibit B (or any other provision of the Contract). Such records shall include, without limitation, cost documentation related to the performance of labor services, as well as subcontracts, purchase orders, other contract documents, invoices, receipts or other documentation supporting non-labor costs. Contractor shall also retain other books and records related to the performance, quality or management of the Contract and/or Contractor’s compliance with the Contract. Records shall be retained by Contractor for a period of at least six (6) years, or until any audit initiated within that six-year period has been completed (whichever is later). During this six-year period, such records shall, on fourteen (14) days’ prior written notice be made available for audit and inspection by UTA and other authorized auditing parties including, but not limited to, the Federal Transit Administration. Subject to any existing confidentiality obligations, copies of requested records shall be furnished



to UTA or designated audit parties upon request.

## 22. FINDINGS CONFIDENTIAL

**“Confidential Information”** means all information that a reasonable person in the position of the recipient would consider to be of a confidential nature (whether or not marked as confidential) including software, computer programs, codes, technology, test data, architectures, hardware configuration information, algorithms, formulas, processes, ideas, inventions, discoveries, concepts, prototypes, designs, drawings, engineering, schematics and other technical, business, financial and present or future products or services, and services and product development plans, forecasts, customer lists, current and anticipated customer requirements, strategies or other information, but shall exclude the Excluded Information with effect from the date that it becomes Excluded Information.

- 22.1 Each party shall ensure, in respect of all Confidential Information obtained by or on behalf of it from or relating to the disclosing party, any affiliate of the disclosing party, or the disclosing party’s employees or agents in connection with this Contract or its performance, that it:
- a. does not disclose it to any person except where and to the extent expressly permitted under clause 22.2;
  - b. maintains it in confidence and takes all reasonable precautions to prevent any unauthorized disclosure or use of it including taking at least the same steps to protect it as it does with its own confidential information; and
  - c. uses it only to perform its obligations or exercise or evaluate its rights under this Contract.
- 22.2 Each party may disclose such Confidential Information only to those of its officers, employees, agents, sub-contractors and professional advisors who both:
- a. need to know it to enable this Contract to be performed or to enable that party to evaluate or enforce its rights or obligations under this Contract; and
  - b. are informed of the non-disclosure obligations imposed by this clause 24 and upon whom similar obligations of confidentiality are placed and enforced by that party.
- 22.3 Each party shall be liable for the acts and omissions of the persons to whom it discloses Confidential Information as permitted under clause 22.2 as if they were that party’s own acts and omissions.



- 22.4 If either Party becomes aware of any unauthorized disclosure of the other's Confidential Information, it shall immediately notify the other Party and promptly comply with all reasonable requests from that Party to prevent further disclosure.
- 22.5 Regardless of anything to the contrary in this clause 22, each party shall be entitled to disclose Confidential Information to the extent that it is obliged to disclose it by law, or by a court, tribunal or competent regulatory body, or recognized stock exchange (in which case the receiving party shall, to the extent that it is legally permitted to do so, give the party which has disclosed the information prompt notice of the relevant order) and shall be entitled to freely use and disclose its own Confidential Information.
- 22.6 This clause shall survive the termination or expiration of this Contract.

**23. PUBLIC INFORMATION.**

Contractor acknowledges that the Contract and related materials (invoices, orders, etc.) will be public documents under the Utah Government Records Access and Management Act (GRAMA). Contractor's response to the solicitation for the Contract will also be a public document subject to GRAMA, except for legitimate trade secrets, so long as such trade secrets were properly designated in accordance with terms of the solicitation.

**24. PROJECT MANAGER**

UTA's Project Manager for the Contract is Tiffany Conners, or designee. All questions and correspondence relating to the technical aspects of the Contract should be directed to UTA's Project Manager at UTA offices located at 669 West 200 South, Salt Lake City, Utah 84101, office phone (801) 287-2213.

**25. CONTRACT ADMINISTRATOR**

UTA's Contract Administrator for the Contract is Chad Gonzales, or designee. All questions and correspondence relating to the contractual aspects of the Contract should be directed to UTA's Grants & Contracts Administrator at UTA offices located at 669 West 200 South, Salt Lake City, Utah 84101, office phone (801) 287-3013.

**26. CONFLICT OF INTEREST**

Contractor represents that it has not offered or given any gift or compensation prohibited by the laws of the State of Utah to any officer or employee of UTA to secure favorable treatment



with respect to being awarded the Contract. No member, officer, or employee of UTA during their tenure or one year thereafter shall have any interest, direct or indirect, in the Contract or the proceeds thereof.

**27. NOTICES OR DEMANDS**

a. Any and all notices, demands or other communications required hereunder to be given by one party to the other shall be given in writing and may be electronically delivered, personally delivered, mailed by US Mail, postage prepaid, or sent by overnight courier service and addressed to such party as follows:

If to UTA:

Utah Transit Authority  
ATTN: Chad Gonzales  
669 West 200 South  
Salt Lake City, UT 84101  
C.gonzales@rideuta.com

If to Contractor:

Masabi LLC  
ATTN: Jeff Nullmeyer/General Counsel

jeff@masabi.com/legal@masabi.com

a. Either party may change the address at which such party desires to receive written notice of such change to any other party. Any such notice shall be deemed to have been given, and shall be effective, on delivery to the notice address then applicable for the party to which the notice is directed; provided, however, that refusal to accept delivery of a notice or the inability to deliver a notice because of an address change which was not properly communicated shall not defeat or delay the giving of a notice.

**28. CLAIMS/DISPUTE RESOLUTION**

a. "Claim" means any disputes between UTA and the Contractor arising out of or relating to the Contract Documents including any disputed claims for Contract adjustments that cannot be resolved in accordance with the Change Order negotiation process set forth in Article 20. Claims must be made by written notice. The responsibility to substantiate claims rests with the party making the claim.

b. Unless otherwise directed by UTA in writing, Contractor shall proceed diligently with performance of the Work pending final resolution of a Claim, including litigation. UTA shall continue to pay any undisputed payments related to such Claim.

c. The parties shall attempt to informally resolve all claims, counterclaims and other disputes through the escalation process described below. No party may bring a legal action to enforce any term of this Contract without first having exhausted such process.



d. The time schedule for escalation of disputes, including disputed requests for change order, shall be as follows:

<b>Level of Authority</b>	<b>Time Limit</b>
UTA's Project Manager/Contractor's Project Manager	Five calendar days
UTA's Chad Gonzales/Contractor's Jeff Nullmeyer	Five calendar days
UTA's Troy Hamilton/Contractor's Jeff Nullmeyer	Five calendar days

Unless otherwise directed by UTA's Project Manager, Contractor shall diligently continue performance under this Contract while matters in dispute are being resolved.

If the dispute cannot be resolved informally in accordance with the escalation procedures set forth above, then either party may commence formal mediation under the Juris Arbitration and Mediation (JAMS) process using a mutually agreed upon JAMS mediator. If resolution does not occur through Mediation, then legal action may be commenced in accordance the venue and governing law provisions of this contract.

## **29. GOVERNING LAW**

The validity, interpretation and performance of the Contract shall be governed by the laws of the State of Utah, without regard to its law on the conflict of laws. Any dispute arising out of the Contract that cannot be solved to the mutual agreement of the parties shall be brought in a court of competent jurisdiction in Salt Lake County, State of Utah. Contractor consents to the jurisdiction of such courts.

## **30. COSTS AND ATTORNEY FEES.**

If any party to this Contract brings an action to enforce or defend its rights or obligations hereunder, the prevailing party shall be entitled to recover its reasonable costs and expenses, including mediation, arbitration, litigation, court costs and attorneys' fees, if any, incurred in connection with such suit, including on appeal.

## **31. UTAH ANTI-BOYCOTT OF ISRAEL ACT**

Contractor agrees that will be not engage in any type of boycott against the State of Israel for



the duration of this contract.

**32. SEVERABILITY**

Any provision of the Contract prohibited or rendered unenforceable by operation of law shall be ineffective only to the extent of such prohibition or unenforceability without invalidating the remaining provisions of the Contract.

**33. AMENDMENTS**

Any amendment to the Contract must be in writing and executed by the authorized representatives of each party.

**34. FORCE MAJEURE**

Neither party to the Contract will be held responsible for delay or default caused by fire, riot, acts of God, war, epidemics and pandemics, other catastrophes, failure of a utility service or transport or telecommunications network, default of suppliers or sub-contractors, accident, breakdown of plant or machinery, compliance with any law or governmental order, rule, regulation, direction or other "force majeure" events beyond the parties' reasonable control (collectively, "**Force Majeure Event**"). If any such Force Majeure Event occurs, the affected party shall provide immediate written notice to the other party and the time for performance (and any milestone dates) for the affected party will be extended for a period of time equal to the duration of the delay caused by the Force Majeure Event. Either party may terminate the Contract on written notice to the other party where such delay or default prevents successful performance of the Contract for a period exceeding sixty (60) days.

**35. NO THIRD PARTY BENEFICIARIES**

The parties enter in to the Contract for the sole benefit of the parties, in exclusion of any third party, and no third party beneficiary is intended or created by the execution of the Contract.

**36. ENTIRE AGREEMENT**

This Contract shall constitute the entire agreement and understanding of the parties with respect to the subject matter hereof, and shall supersede all offers, negotiations and other



agreements with respect thereto.

**37. COUNTERPARTS**

This Contract may be executed in any number of counterparts and by each of the parties hereto on separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute but one and the same instrument. Any signature page of the Contract may be detached from any counterpart and reattached to any other counterpart hereof. The electronic transmission of a signed original of the Contract or any counterpart hereof and the electronic retransmission of any signed copy hereof shall be the same as delivery of an original.

**38. NONWAIVER**

No failure or waiver or successive failures or waivers on the part of either party in the enforcement of any condition, covenant, or article of this Contract shall operate as a discharge of any such condition, covenant, or article nor render the same invalid, nor impair the right of either party to enforce the same in the event of any subsequent breaches by the other party.

**39. SALES TAX EXEMPT**

Purchases of certain materials are exempt from Utah sales tax. UTA will provide a sales tax exemption certificate to Contractor upon request. UTA will not pay Contractor for sales taxes for exempt purchases, and such taxes should not be included in Contractor's Application for Payment.

**40. SURVIVAL**

Provisions of this Contract intended by their nature and content to survive termination of this Contract shall so survive including, but not limited to, clauses 6, 9, 10, 11, 12, 21, 22, 28, 29, 30 and 39 of this Contract and clause 7 of Exhibit C.

IN WITNESS WHEREOF, the parties hereto have caused the Contract to be executed by officers



duly authorized to execute the same as of the date of last signature below.

**UTAH TRANSIT AUTHORITY:**

By \_\_\_\_\_

By \_\_\_\_\_

By \_\_\_\_\_

**Masabi LLC**

DocuSigned by:  
By Jeff Nullmeyer  
2BC38F0BF5CD4F4...

Name Jeff Nullmeyer

Title Sr. Business Development Manager

**Approved as to Form**

DocuSigned by:  
Michael Bell 7/7/2022  
70E33A415BA44F6...  
UTA Legal Counsel

**EXHIBIT A**



## SOFTWARE DESCRIPTION AND STATEMENT OF SERVICES

- Contractor to provide UTA with an interim mobile ticketing system that is vendor-hosted and account-based. Patrons must be able to utilize this mobile app to purchase fare tickets through this app and through the Transit App, Google Maps, Apple Maps, etc. This system must support UTA's fare structure, including flat fares, discounted fares, station-based fares, and fare caps.
- Contractor's solution will be capable of handling both visual and electronic scanning verification methodologies.
- Contractors will support core functions such as fare validation and payment processing.
- Contractor will also conduct an extensive testing that will ensure that all elements and subsystems meet UTA's requirements and include testing by Contractor staff and UTA's project personnel. Contractor will also conduct a deep training program from its modular training catalog to ensure all UTA staff are prepared and ready to support the new solution.
- Contractor will deploy the following functionality:
  - UTA Branded Retail App: the branded mobile ticketing app powered by the Justride Retail SDK that allows riders to purchase, use mobile tickets and manage their account branded for UTA.
  - Customer Web Portal: Responsive UTA branded website which enables riders to manage their accounts and purchase tickets/stored value from the web. It opens up new options for riders who do not use mobile phones as they can (at UTA's discretion) print paper tickets and manage/top-up smart cards (when deployed).
  - Partner Portal: It enables institutions to distribute tickets (in bulk or one at a time) or SVA funds to their stakeholders using a web interface at no direct cost to the rider. This can be used by social service organizations, corporations, universities, or other partners.
  - Vendor Portal: A retail solution for ticket office windows and smaller stores with a web-capable computer available to run the user interface. It offers the ability for UTA riders to deposit cash into their SVAs for future use or to pay cash to



- purchase mobile tickets in the store.
- Visual Validation: a secure and reliable validation mechanism described in section Visual Validation.
  - Stored Value Accounts: A transit credit balance (ledger) held in the Justride back-office against a rider's account that can be used by the rider to pay for travel at a later point, acting as a funding source for transit riders with the agency or other mobility services.
  - Hub Back Office: Contractor will configure and deploy the web-based back office to allow UTA staff to manage customer accounts and respond to customer service requests, see all revenue and ridership data through various reporting and analytics tools, and manage UTA's fare policy through the tariff. Different tariffs can be configured and set up by authorized agency staff or by Contractor on behalf of UTA through the Hub. Regardless of fare media or the front end, all fare products are controlled through a single tariff file.
  - Migration from GoRide App



## EXHIBIT B

### PRICING

Pricing for the year 1 and option year 2 will be based on UTA's estimated mobile ticket sales. UTA projects mobile ticket sales are estimated to be as follows:

	Mobile Ticketing Program					
DS	Deployment Services	Unit	Quantity	Unit Cost	Extended Cost	Currency
1.0	Project Management Mobile Ticketing Deployment					
1.01	Project Management, Training and Integration Support					
1.01	Subtotal Project Management, Training and Integration Support				0.00	
1.0	Subtotal Project Management Mobile Ticketing Deployment				0.00	
DS	Subtotal Deployment Services				0.00	
O1	Item Description	Unit	Quantity	Unit Cost	Extended Cost	Currency
2.0	Operation Base Costs Year 1					
2.01	Transaction Revenue Share					
	Transaction Revenue Share to Masabi	%	2,700,000.00	2.00%	54,000.00	USD



<b>2.01</b>	<b>Subtotal Transaction Revenue Share</b>				<b>54,000.00</b>	
<b>2.02</b>	<b>Retail Network Sales Year 1</b>					
	InComm Retail Network Transaction Fee*	%	189,000.00	3.50%	6,615.00	USD
	*Assumed 7% of riders					
	T-CETRA Retail Network Transaction Fee**	%	54,000.00	4.50%	2,430.00	USD
	**Assumed 2% of riders					
<b>2.02</b>	<b>Subtotal Retail Network Sales Year 1</b>				<b>9,045.00</b>	
<b>2.03</b>	<b>Payment Processing Fees Year 1</b>					
	IC/Assessment*	%	2,457,000.00	5.00%	122,850.00	USD
	Gateway + Acquiring*	\$	425,087.00	0.06	25,505.22	USD
	* Assumed average transaction size of \$5.78					
<b>2.03</b>	<b>Subtotal Payment Processing Fees Year 1</b>				<b>148,355.22</b>	
<b>2.04</b>	<b>Transit Ticketing Integration Year 1</b>					
	Transit Ticketing Integration (monthly)	month	12.00	3,500.00	42,000.00	USD
<b>2.04</b>	<b>Subtotal Transit Ticketing Integration Year 1</b>				<b>42,000.00</b>	
<b>2.0</b>	<b>Subtotal Operation Base Costs Year 1</b>				<b>253,400.22</b>	



2.0	Subtotal Item Description				253,400.22	
OC	Item Description 2	Unit	Quantity	Unit Cost	Extended Cost	Currency
3.0	<b>Operation Base Costs Year 2</b>					
3.01	<b>Transaction Revenue Share Year 2</b>					
	Transaction Revenue Share to Masabi	%	3,000,000.00	2.00%	60,000.00	USD
3.01	<b>Subtotal Transaction Revenue Share Year 2</b>				<b>60,000.00</b>	
3.02	<b>Retail Network Sales Year 2</b>					
	InComm Retail Network Transaction Fee*	%	189,000.00	3.50%	6,615.00	USD
	*Assumed 7% of riders					
	T-CETRA Retail Network Transaction Fee**	%	54,000.00	4.50%	2,430.00	USD
	**Assumed 2% of riders					
3.02	<b>Subtotal Retail Network Sales Year 2</b>				<b>9,045.00</b>	
3.03	<b>Payment Processing Fees Year 2</b>					
	IC/Assessment*	%	2,757,000.00	5.00%	137,850.00	USD
	Gateway + Acquiring*	\$	476,990.00	0.06	28,619.40	USD
	* Assumed average transaction size of \$5.78					



<b>3.03</b>	<b>Subtotal Payment Processing Fees Year 2</b>				<b>166,469.40</b>	
<b>3.04</b>	<b>Transit Ticketing Integration Year 2</b>					
	Transit Ticketing Integration (monthly)	month	12.00	3,500.00	42,000.00	USD
<b>3.04</b>	<b>Subtotal Transit Ticketing Integration Year 2</b>				<b>42,000.00</b>	
<b>3.0</b>	<b>Subtotal Operation Base Costs Year 2</b>				<b>277,514.40</b>	
<b>3.0</b>	<b>Subtotal Item Description 2</b>				<b>277,514.40</b>	

Total estimated cost for Year 1	\$253,400.22
Total estimate cost for Year 2	\$277,514.40
<b>Total cost for Years 1 and 2</b>	<b>\$530,914.62</b>

#### Definitions

1. Agency. Transit agency client of Masabi
2. Customer. Passenger of the transit agency

Pricing Notes & Assumptions: All pricing and commercial proposals provided within this document are subject to the following assumptions:

1. Any applicable sales taxes are excluded from the above pricing and will be passed to the Agency.
2. No import duties or levies are included in this quotation.
3. No travel expenses are included in this proposal except for installation if explicitly quoted.
4. Where Masabi acts as merchant of record, payment processing fees are charged on the following basis:
  - a. Third-party interchange and assessment payment processing fees are passed through at cost. Interchange and assessment fees are set by the payment



networks, i.e. Visa, Mastercard , Amex and Discover. They are made up of both fixed and variable rates and may vary based on card type, transaction volume, transaction size, level of chargebacks and any future changes in rates as set by card companies, together with;

- b. 6 cents US dollar per authorization fee covering gateway and acquiring services.
5. Chargebacks shall be processed as follows:
- a. Any credit card chargebacks initiated by an end user for any reason with respect to fare product shall be charged back to the Agency
  - b. A challenge disputing a chargeback may be initiated by Masabi directly or by the Agency.
  - c. Masabi shall present chargebacks on a timely basis to the Agency for review. Should the Agency wish to challenge a chargeback, the Agency shall provide Masabi details and information to support the challenge. Masabi will submit the challenge to the credit card processing company on the Agency's behalf. There can be no guarantee the claim will be successful.
  - d. Successful challenges will be rebated to the Agency less any fees as charged by the credit card processing company on the subsequent remittance to the Agency.
6. Transaction fees:
- a. A Transaction is defined as the issuance of a product using the Justride platform, including the purchase or issuance of a ticket or pass, the use of stored value funds associated with an account-based token, and/or the use of a contactless credit card or digital payment wallet.
  - b. Transaction fees shall apply to all products for which a transit agency receives revenue (less refunds and chargebacks), either directly from the passenger or through a third party.
  - c. Transactions that are paid for by a third party instead of directly by a passenger (e.g. those that may be sponsored by employers) will incur a transaction fee applied to the Commercial Value of tickets or passes sold
    - i. Commercial Value is defined as the value that the Agency charges other entities and organizations for their products. The Agency will provide Commercial Value to Masabi in order to launch the Partner Portal for a partner organization.
    - ii. Products with zero Commercial Value will not incur a transaction fee.





- Hardware is priced based on the number of validators outlined in the RFP. Should less be required Masabi reserves the right to adjust pricing accordingly.
- Stanchions: After project kick off, a fleet survey will be conducted across the agency's fleet to determine the best placement for the validators. Depending on the onboard layout and agency requirements, there may be a need to create a custom stanchion to mount the validators appropriately. If this is the case, this will imply additional costs to design them, samples production, shipping to the agency to confirm the fitting, etc. that are not included in this proposal as cannot be determined at this time.

#### Initial Deployment Services

- Initial Deployment Services are quoted and priced based on the initial project schedule, scope and milestones as outlined in the contract award or RFP response.
- Optional items are not subject to the initial scope of services and will be priced and quoted when such options are executed during the contract term.
- Masabi reserves the right to charge additional services fees if the following occurs:
  - a. material changes of scope, timeline or additional Justride options executed
  - b. periods of prolonged project delay caused by an agency or a third party of the agency
  - c. additional services are charged at the rate card provided or executed via change orders to the contracted agreements.

#### Payment Terms:

- Masabi's pricing has been submitted assuming that payment milestones will be negotiated during the contract phase upon award. Hardware pricing assumes payment of 50% upon order.
- If Masabi acts as the Merchant of Record (MoR), platform fees will be deducted from the monthly remittance of revenues to the operator. Masabi will provide the agency with the detailed reconciliation between the fare revenue being remitted and any charges deducted.
- All other payments are on strict 30-day terms from invoice, with payments made through ACH or wire transfer. Checks are not accepted.

#### Contract Extensions, Inflationary Price Increases:

- Pricing shall be fixed for the contract term and pricing for any new contractual term will be re-evaluated accordingly.



## 1. Definitions

In this Exhibit B, the following words shall have the following meanings:

**"Additional Services"** means (i) any services in addition to the Platform Services including (but not limited to) ad-hoc support and maintenance, consulting services and custom development that, at UTA's request (and with the Contractor's agreement), is provided by the Contractor to the UTA from time to time; and (ii) implementing changes to the initially deployed configuration of the Justride Platform and/or Product customization that may be agreed between the parties in accordance with clause 20 of this Contract. All Additional Services shall be priced using the Rates along with all reasonable and proper travel and subsistence expenses incurred in the performance of the Additional Services to be charged by the Contractor in addition to the agreed Charges, all as notified to the UTA in writing in advance of such reasonable and proper expenses being incurred;

**"End User"** means the end users (i.e. passengers) who are authorized by the UTA to access or use any Justride Platform (via the Justride Retail Mobile App) to purchase a Product;

**"Justride Platform"** means components of the Contractor's Justride transit fare payments platform (IT systems and software - known as 'the Justride Platform') as detailed in the Contractor's Proposal and including the Justride Hub and Justride Retail Mobile App, Justride Inspect Software and Justride SDK (as each defined in Exhibit C (Contractor's SaaS Special Conditions)) as described in the Contractor's Proposal and as deployed to and configured for UTA;

**"Platform Services"** means the Justride Platform configuration and implementation services described in the Contractor's Proposal;

**"Product" or "Ticket"** means a ticket, pass, voucher, or similar mechanism which can be used to redeem transportation services from the UTA;

**"Rates"** means the Contractor's then standard time and materials rates provided to the UTA on request from time to time;

## 2. Charges

2.1 In consideration of the provision of the Services by the Contractor, the UTA shall pay the Contractor both the Monthly Services Fee and the Contractor's Revenue Share (together the "Charges").



- 2.2 The Contractor shall be solely responsible for collecting End User payments and the remittance of such funds to the UTA less any relevant deductions, including (i) the Monthly Services Fee; and (ii) the Contractor's Revenue Share.
- 2.3 In addition to the Monthly Services Fee and the Contractor's Revenue Share, the Contractor shall be entitled to charge the UTA for:
- a. any Additional Services calculated in accordance with the Rates; and
  - b. any reasonable and proper travel and subsistence expenses incurred by the Contractor in the performance of the Services as agreed between the parties in writing in advance of such reasonable and proper expenses being incurred,
- and shall be entitled to invoice for such amounts at any time after the end of the month in which the relevant Additional Services were performed or expenses were incurred (as the case may be).
- 2.4 In circumstances where the Contractor has not received payment within 60 days after the due date for payment as set out in its invoice, and without prejudice to any other of its rights and remedies, the Contractor may:
- a. without liability to the UTA, suspend provision of the Justride Platform and/or the Services until payment of the relevant invoice(s) are made to the Contractor in full and cleared funds. Any reasonable costs incurred by the Contractor as a result of such suspension shall be borne by the UTA; and
  - b. charge interest from the date due for payment to the actual date of payment (whether before or after judgment) at the rate of 4% per annum above the Bank of England base rate from time to time in force calculated daily and compounded quarterly.
- 2.5 All amounts and fees stated or referred to in this contract:
- a. shall be payable in USD;
  - b. are, non-cancellable and non-refundable and shall be paid in full without any set-off or counterclaim (other than any set-off that cannot be lawfully excluded); and
  - c. are exclusive of the applicable sales taxes, which shall be added to the Contractor's invoice(s) at the prevailing rate.



**Contract Extensions, Inflationary Price Increases:**

- Pricing shall be fixed for the Term and pricing for any new contractual term will be re-evaluated accordingly.
- Please note that any item priced as an option e.g. smartcards, SAMs, additional JRVs etc. may be subject to market condition pricing fluctuations when the option is exercised. If there has been a pricing change, the Contractor shall notify UTA at the time it elects to exercise the option.



## EXHIBIT C

### CONTRACTOR'S SAAS SPECIAL CONDITIONS

#### DEFINITIONS

1.1 In this Exhibit C, the following words shall have the following meanings:

**"API"** means the application programming interface;

**"App"** or **"Justride Retail Mobile App"** means the component of the Contractor's Justride Platform that is a white-labelled mobile application provided to UTA and branded for UTA for the purpose of selling Products to End Users;

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

**"Authorized User(s)"** means the UTA employees who are authorized by UTA to access the Justride Platform;

**"Business Day"** means a day other than a Saturday, Sunday or public holiday in England and Wales or in the States of Utah and New York, USA;

**"UTA Data"** means the data inputted by UTA, Authorized Users and/or End Users in the course of using the Services;

**"Documentation"** means the standard user documentation identified as such in writing by the Contractor and made available to UTA by the Contractor from time to time which sets out a description of the elements/functionality of the Justride Platform to which it relates. However, it shall not include any advertising or other promotional material in respect of the Justride Platform;

**"End User"** means the end users (i.e. passengers) who are authorized by UTA to access or use any Justride Platform (via the Justride Retail Mobile App) to purchase a Product;

**"in-App End User Terms"** means the terms for download, license and use of the Justride Retail Mobile App for purchase of Products, as finally decided by UTA but materially in



the form of the End User T&Cs set out at Exhibit D (in-App End User Terms);

**"Intellectual Property Rights"** means copyright, rights related to or affording protection similar to copyright, database rights, patents and rights in inventions, semi-conductor topography rights, trade and service marks, logos, rights in internet domain names and website addresses and other rights in trade or business names, design rights (whether registerable or otherwise) and registered designs, know-how, trade secrets and moral rights and other similar rights or obligations together with applications for registration and the right to apply for registration and all other rights whether registerable or not having equivalent or similar effect in any country or jurisdiction and the right to sue for passing off in each case which may subsist or come into existence from time to time;

**"Justride Hub"** means the Contractor's responsive web back-office called the 'Hub' or 'Justride Hub' which offers UTA a self-service consumer-grade user experience for securely operating the Justride Platform. Hub functionality encompasses tariff administration, UTA services handling, all types of fare media, tariff setup, validation device management, reporting and analytics;

**"Justride Inspect Software"** means a software component of the Contractor's Justride Platform that is used to confirm the validity of Products used by End Users when travelling on UTA's transport service and which runs as an enterprise application on any mobile device running iOS or Android or as a software layer running on on-vehicle devices with suitable software and with hardware specifications, which may comprise the Justride Inspect Mobile App and/or the Justride Inspect SDK;

**"Justride Platform" or "App"** means components of the Contractor's Justride transit fare payments platform (IT systems and software - known as 'the Justride Platform') as detailed in the Contractor's Proposal and including the Justride Hub and Justride Retail Mobile App, Justride Inspect Software and Justride SDK as deployed to and configured for UTA (as applicable);

**"Licensed Products"** has the meaning given in clause 12.1 of this Contract;

**"Platform Services"** means the Justride Platform configuration and implementation services described in the Contractor's Proposal;

**"Product" or "Ticket"** means a ticket, pass, voucher, or similar mechanism which can be used to redeem transportation services from UTA;



**“Scope of Support Services Document”** means the Contractor's support services (and service level agreement) for the Services and Justride Retail Mobile App (the app support being in-App support) set out in Exhibit E (Contractor Support Services and SLA) as amended by subsequent notification to UTA from time to time. Exhibit H outlines the Contractor’s support programs, the process for supporting and managing inbound UTA and agency requests and also provides a detailed description of the Contractor ‘Incident Support Management’ process and the service level agreements (SLAs) for the Contractor to respond and resolve critical incidents;

**“SDK”** means the Contractor’s Software Development Kit(s);

**"Services"** means the services provided or to be provided under this Contract (as the case may be) and which shall comprise the Platform Services, Support Services and the Additional Services (if any);

**“Support Services”** means the support services to be provided in accordance with the provisions of the Scope of Support Services Document;

**“Term”** has the meaning set out in clause 2 of this Contract (Term);

**“Territory”** means the Utah, USA and any other municipality or administrative area as agreed to by the parties in writing;

**"Update(s)"** means a software release that fixes known bugs or adds new features and/or functionality to the Licensed Products; and

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

## 1. SERVICES

- 1.1 In consideration for and subject to payment of the Charges set out in Exhibit B and the other terms of this Contract, the Contractor shall provide to UTA, from the Effective Date and throughout the Term:



- a. access to and use of the Justride Platform as set out in clause 3 of this Exhibit C and any agreed implementation plan;
  - b. the Platform Services;
  - c. the Support Services; and
  - d. any requested Additional Services as may be agreed in writing between the parties from time to time.
- 1.2 The Contractor shall display, and list the Products on the Justride Retail Mobile App and resell the Products through the Justride Retail Mobile App and shall accept and process orders for and take payments for such Products through the Justride Retail Mobile App as merchant of record.
2. **TRANSIT AGENCY DATA**
- 2.1 UTA shall own all right, title and interest in and to all of the UTA Data and shall have sole responsibility for the legality, reliability, integrity, accuracy and quality of the UTA Data. The Contractor shall not use or copy the UTA Data other than for the purposes of providing the Justride Platform and Services under this Contract. UTA acknowledges and agrees that the Contractor shall be entitled to generate analyses and meta-data from the use of the Justride Platform for the purposes of monitoring and improving the Justride Platform, developing new services and for yhe Contractor’s other business purposes (the **“Contractor Data”**). The Contractor shall own all of the Intellectual Property Rights in the Contractor Data (which shall be considered the Confidential Information of The Contractor) and shall be entitled to freely use and exploit it, provided that the Contractor shall ensure that such data cannot be used to identify any individual and is only published in aggregated format in a manner that does not enable UTA, its Authorized Users or End Users to be identified.
- 2.2 The Contractor shall follow its archiving procedures for UTA Data as set out in its standard data back-up policies available on its UTA web portal or other such location as may notified to UTA from time to time. In the event of any loss or damage to UTA Data, UTA’s sole and exclusive remedy shall be for the Contractor to use reasonable commercial endeavors to restore the lost or damaged UTA Data from the latest back-up of such UTA Data maintained by the Contractor in accordance with its archiving procedure. THE CONTRACTOR SHALL NOT BE RESPONSIBLE FOR ANY LOSS, DESTRUCTION, ALTERATION OR DISCLOSURE OF TRANSIT AGENCY DATA CAUSED BY ANY THIRD PARTY (EXCEPT THOSE



THIRD PARTIES SUB-CONTRACTED BY THE CONTRACTOR TO PERFORM SERVICES RELATED TO TRANISIT AGENCY DATA MAINTENANCE AND BACK-UP).

- 2.3 The Contractor shall, in providing the Justride Platform and Services, comply with its policies relating to the privacy and security of the UTA Data available on its web portal or other such location as may be notified to UTA from time to time, as such document may be amended from time to time by the Contractor at its sole discretion.
- 2.4 If the Contractor processes any personal data on UTA's behalf when performing its obligations under this Contract, the parties record their intention that UTA shall be the data controller and the Contractor shall be a data processor and in any such case:
- a. The Contractor uses AWS servers located in the USA in order to provide the services offered by the Justride Retail Mobile App. However, personal data may be accessed by the Contractor's employees in locations outside the USA for the purposes of supporting the Justride Platform and providing the Services. UTA acknowledges and agrees that the personal data may be accessed from outside of the country where UTA and/or the End Users are located for the purposes of supporting the Justride Platform and providing the Services, and the Contractor's other obligations under this Contract, subject to each End User's agreement of the in-App End User Terms which make clear the location in which the personal data may be accessed from;
  - b. UTA shall ensure that it is entitled to transfer the relevant personal data to the Contractor so that the Contractor may lawfully use, process and transfer the personal data in accordance with this Contract on UTA's behalf;
  - c. UTA shall ensure that the relevant third parties have been informed of, and have given their consent to, such use, processing, and transfer as required by all applicable data privacy legislation;
  - d. The Contractor shall process the personal data only in accordance with the terms of this Contract and any lawful instructions reasonably given by UTA from time to time; and
  - e. each party shall take appropriate technical and organizational measures against unauthorized or unlawful processing of the personal data or its accidental loss, destruction or damage.



### 3. SYSTEMS ACCESS & USE

- 3.1 Each party shall take reasonable steps to minimize the risk of the transmission of Viruses from that party's systems to the systems of the other party or its third-party contractors.
- 3.2 The Contractor shall not (and shall promise that its staff and contractors shall not) access or use UTA's IT systems or UTA Data other than to the extent reasonably required to enable the Contractor to perform its obligations or exercise its rights under this Contract.
- 3.3 UTA shall not (and shall use its reasonable commercial endeavors to procure that its Authorized Users and End Users shall not) access or use the Justride Platform other than as and to the extent reasonably required for the purposes of using the Services as anticipated by this Contract.
- 3.4 UTA (i) shall use all reasonable commercial endeavors to reduce levels of fraud and/or chargebacks in relation to the Products; and (ii) shall not (and shall use all reasonable commercial endeavors to procure that the End Users shall not) access or use the Justride Platform other than as and to the extent reasonably required for the purposes of using the Services as anticipated by this Contract. "Reasonable commercial endeavours" includes:
  - a. preventing access to the App by an End User upon the Contractor informing UTA in writing of suspected fraudulent activity by such End User;
  - b. voiding Products where requested by the Contractor from time to time due to the Contractor having a reasonable suspicion of fraudulent activity by the relevant End User; and
  - c. placing a warning to End Users in the In-App End User Terms of the potential consequences of suspected fraudulent activity (as set out in in clauses 3.4(a) and (b) above), in relation to the End User's use of the Justride Retail Mobile App and Products, provided that nothing in this clause 3.4 requires UTA to do anything that is not in compliance with all Applicable Laws and regulations (which, for the avoidance of doubt, includes Utah consumer law).
- 3.5 The Contractor shall be entitled to suspend or restrict access to the Justride Platform in whole or in part at any time without liability to UTA where:



- a. The Contractor reasonably considers that this is necessary to protect the Justride Platform or the data held on it or the systems of any other customer of the Contractor;  
or
  - b. The Contractor reasonably considers that UTA or the relevant Authorized User or End User (as the case may be) is seeking to access or use the Justride Platform other than in accordance with this Contract.
- 3.6 The Contractor shall notify UTA in writing as soon as reasonably practicable of any suspension or restriction under clause 3.5 above. The Contractor shall also restore access to the Justride Platform promptly after the matter that led the Contractor to restrict or suspend access has been resolved to the Contractor's reasonable satisfaction.

#### 4. LICENCE

4.1 Throughout the Term and subject to the Licence Restrictions set out in clause 4.2 below, the Contractor grants to UTA a right to pass-through by way of sub-licence to UTA, a non-exclusive, royalty-free licence to access and use the Justride Platform, the Documentation and the outcomes of any Additional Services in the Territory in connection with the Services and as contemplated under this Contract (the "**Licensed Products**"). UTA shall have a right to use and receive all Updates free of charge during the Term of this Contract. UTA shall also be entitled to receive software Updates to onboard hardware, free of charge, as the Contractor may release such Updates during the Term of this Contract.

4.2 **Licence Restrictions:** UTA shall not:

- a. copy any part or all of the Licensed Products except as and to the extent expressly required to be permitted by law or any regulation or pursuant to an order of any court or governmental authority (to the extent applicable), or as contemplated in (and expressly permitted by) this Contract;
- b. alter, adapt, modify, translate, reverse engineer, disassemble or decompile the Licensed Products in any way or for any purpose, including without limitation, for error correction, except as and to the extent expressly permitted by this Contract or as required to be permitted by law or any regulation or pursuant to an order of any court or governmental authority (to the extent applicable);



- c. except as permitted under clause 4.2(b) above, remove, change or obscure any aspect of the Licensed Products identification or notice of proprietary rights and restrictions on or in relation to the Licensed Products;
- d. incorporate any part or all of the Licensed Products, or knowingly allow them to be incorporated, into any other product or documentation other than strictly as and to the extent contemplated by and for the purposes of using the Licensed Products in accordance with this Contract; or
- e. load, use or sub-licence or otherwise make available any or all of the Licensed Products otherwise than as expressly permitted by this Contract.

**5. UTA'S ADDITIONAL OBLIGATIONS**

**5.1 UTA shall provide the Contractor with:**

- a. all necessary co-operation in relation to this Contract; and
- b. all necessary access to such information as may be required by the Contractor

in order to provide the Services, including but not limited to, UTA Data, security access information and configuration services.

**5.2 UTA shall:**

- a. ensure that its Authorized Users use the Services in accordance with the terms and conditions of this Contract and shall be responsible for any Authorized User's breach of this Contract as if it was UTA's own;
- b. use all reasonable commercial endeavors as specified in clause 3.4 above to procure that its End Users use the Services in accordance with the in-App End User Terms;
- c. comply with all Applicable Laws and regulations with respect to its activities under this Contract;
- d. carry out all other UTA obligations set out in this Contract in a timely and efficient manner. In the event of any delays in UTA's provision of such assistance as agreed by the parties, the Contractor may adjust any agreed timetable or delivery schedule as reasonably necessary;



- e. cooperate with the Contractor and use best endeavors to assist the Contractor in enforcing any applicable terms against UTA's End Users;
- f. obtain and shall maintain all necessary permits, licenses, consents, and permissions necessary for it to perform its obligations under this Contract;
- g. ensure that its network and systems comply with the relevant specifications provided by the Contractor from time to time; and
- h. be solely responsible for:
  - i) procuring and maintaining its network connections and telecommunications links from its systems to the Contractor's data centers;
  - ii) rectification of all problems, conditions, delays, delivery failures; and
  - iii) all other loss or damage arising from or relating to UTA's network connections or telecommunications links or caused by the internet;
- i. comply with its obligations in the in-App End User Terms in respect of all Products when they are used by End Users and shall provide the End Users with the services described in the Products in accordance with those terms (the "**Transport Services**"). UTA shall indemnify the Contractor against all liabilities, losses, demands, claims, damages, settlements, fines, costs and expenses (including all legal and other professional fees and expenses) arising out of or in connection with the provision, failure to provide or defective provision of such Transport Services;
- j. validate the validity of each Product sold when it is used, by means of either visual validation or scanning. UTA agrees that the Contractor's obligations in relation to the Products are limited to the sale of Products to End Users via the App and validation of products via the Justride Inspect Software and UTA shall remain responsible and liable for the provision of the underlying Transport Services to which the Products relate; and
- k. provide training to its present and future operations staff in relation to the Products as specified in writing to it by the Contractor. UTA shall also provide first line support to End Users in respect of the Products and the App. UTA shall provide this support with reasonable care and skill.



## 6. INTELLECTUAL PROPERTY RIGHTS

- 6.1 UTA acknowledges and agrees that the Contractor and/or its licensors own all Intellectual Property Rights in the Licensed Products. With the exception of any rights in the UTA Data (which shall belong to UTA on their creation), all Intellectual Property Rights created by the Contractor in the course of the performance of the Services or any other of the Contractor's obligations under this Contract shall belong to the Contractor. All Intellectual Property Rights created by UTA in the course of the performance of the obligations or exercise of UTA's rights under this Contract shall belong (as applicable) to UTA.
- 6.2 Except as expressly stated herein, this Contract does not grant UTA any rights to, under or in, any Intellectual Property Rights in the Justride Platform, Platform Services or the outcomes of any Additional Services.
- 6.3 UTA grants to the Contractor a non-exclusive, royalty-free licence for the use of its company name and any company logos for the purposes of the Contractor's sales and marketing throughout the Term.

## 7. LIMITATION OF LIABILITY

### 7.1 NOTHING IN THIS CONTRACT:

#### a. SHALL LIMIT OR EXCLUDE EITHER PARTY'S LIABILITY FOR:

- (i) **DEATH OR PERSONAL INJURY CAUSED BY ITS GROSS NEGLIGENCE OR WILFUL MISCONDUCT, OR THE GROSS NEGLIGENCE OR WILFUL MISCONDUCT OF ITS PERSONNEL, AGENTS OR SUBCONTRACTORS;**
- (ii) **FRAUD OR FRAUDULENT MISREPRESENTATION;**
- (iii) **ANY OTHER LIABILITY WHICH CANNOT BE LIMITED OR EXCLUDED BY APPLICABLE LAW;**

#### b. SHALL LIMIT OR EXCLUDE:

- (i) **THE CONTRACTOR'S LIABILITY UNDER CLAUSE 10 (GENERAL INDEMNIFICATION) OR CLAUSE 12 (OTHER INDEMNITIES) OF THIS CONTRACT; OR**
- (ii) **UTA'S LIABILITY UNDER CLAUSE 5.2(i) OF THIS EXHIBIT C.**



**7.2 SUBJECT TO CLAUSE 7.1 ABOVE, NEITHER PARTY SHALL BE LIABLE, IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR FOR BREACH OF STATUTORY DUTY OR IN ANY OTHER WAY FOR:**

- a. ANY LOSS ARISING FROM OR IN CONNECTION WITH LOSS OF REVENUES, PROFITS, CONTRACTS OR BUSINESS OR FAILURE TO REALISE ANTICIPATED SAVINGS (WHETHER SUCH LOSS IS DIRECT OR INDIRECT);
- b. ANY LOSS OF GOODWILL OR REPUTATION (WHETHER SUCH LOSS IS DIRECT OR INDIRECT); OR
- c. ANY **SPECIAL, EXEMPLARY, PUNITIVE**, INDIRECT OR CONSEQUENTIAL LOSSES; OR
- d. **ANY LOSS OF PRODUCTION, USE, BUSINESS, REVENUE OR PROFIT OR DIMINUTION IN VALUE OR IMPAIRMENT, INABILITY TO USE OR LOSS, INTERRUPTION OR DELAY OF THE SERVICES OR LOSS, DAMAGE, CORRUPTION OR RECOVERY OF DATA, OR BREACH OF DATA OR SYSTEM SECURITY**

SUFFERED OR INCURRED BY THE OTHER PARTY, OR ARISING OUT OF OR IN CONNECTION WITH THIS CONTRACT, **REGARDLESS OF WHETHER UTA WAS ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.**

7.3 SUBJECT TO CLAUSES 7.1 and 7.2 OF THIS EXHIBIT C, THE AGGREGATE AMOUNT OF ANY AND ALL LIABILITY OF ONE PARTY TO THE OTHER FOR ANY CLAIM(S), WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), BREACH OF STATUTORY DUTY, OR OTHERWISE, ARISING UNDER OR IN CONNECTION WITH THIS CONTRACT SHALL BE LIMITED TO THE TOTAL VALUE PAYABLE BY UTA DURING THE FIRST TWELVE MONTHS OF THIS CONTRACT.

7.4 The rights of either party under Contract are in addition to, and not exclusive of, any rights or remedies provided by the common law.

8. **Change in Applicable Law:** Where there is a change in law that cannot reasonably be mitigated by the Contractor and that impacts provision of the Services (including the cost of providing the Services), the Contractor shall notify UTA and shall (i) be relieved of its obligations to supply the Services in accordance with the terms of this Contract until the impact of the change in law on the Services has been assessed and agreed; and (ii) be



entitled to an increase in the Charges (to be agreed between the parties via a written change order in accordance with clause 20 of this Contract) as the result of the change in Applicable Law.



## EXHIBIT D End User Terms

### “[NAME OF TRANSIT AGENCY] Mobile Tickets” Terms and Conditions

#### Definitions and descriptions

Thank you for using the (“[NAME OF TRANSIT AGENCY]”) mobile ticketing app (the “App”). The App is brought to you by [NAME OF TRANSIT AGENCY], with mobile ticket sales provided by Masabi LLC (“Masabi”). These terms and conditions will govern the purchase and use of [NAME OF BRAND TICKET] via the App and used on any [NAME OF TRANSIT AGENCY] [bus/train/other] service. [NAME OF TRANSIT AGENCY] and [NAME OF TRANSIT AGENCY] may modify the terms and conditions relating to mobile ticketing at any time by posting revised terms and conditions. This will not affect any existing terms accepted by you when making your purchase via the App. When downloading the App, you are also agreeing to be bound by these terms.

#### The App

[NAME OF TRANSIT AGENCY] grants you the right to download, install and use the App on your mobile handset to purchase passes and access information in accordance with these terms and conditions.

Once you have downloaded the App you will be able to purchase tickets to travel with [NAME OF TRANSIT AGENCY]. All tickets purchased through the App are subject to our [Conditions of Carriage] which can be found at [WEBSITE URL].

You do not and will not own the App or any information that is provided to you through it or [NAME OF TRANSIT AGENCY], but you may use the App in accordance with these terms and conditions solely for the purposes of purchasing and using mobile passes and accessing transport information for your own personal use and not for any other purpose. The App is owned by the [NAME OF TRANSIT AGENCY] and may only be used for your own personal use. You must not try to alter, modify or in any way try to copy or transfer the mobile ticket facility to any other users.

The App is provided to you free of charge. [NAME OF TRANSIT AGENCY] can suspend access to purchasing passes through the mobile application and can do so for any reason. You must ensure that your mobile device has the required version of the relevant operating system. You are responsible for all data charges incurred when using the app with your mobile phone provider.



## Your Data

You acknowledge and agree that whilst [NAME OF TRANSIT AGENCY's] supplier (Masabi LLC) uses AWS servers located in the USA, in order to provide the services offered by the App, your personal data may be accessed by Masabi LLC employees in locations outside the USA, currently the United Kingdom and Romania and by downloading and using the App you expressly consent to your personal data being accessed by Masabi LLC employees in locations outside the USA.

## Mobile Ticketing and Use

[NAME OF TRANSIT AGENCY] [NAME OF BRAND OF TICKET] are available to purchase via your mobile phone using the App. Once you have purchased the ticket it will be delivered as a [NAME OF BRAND OF TICKET] to your mobile phone. [NAME OF BRAND OF TICKET] sold on the App are for use on [NAME OF TRANSIT AGENCY] services only in the times and in the areas as specified at the time of purchase.

The price you pay for the [NAME OF BRAND OF TICKET] will be valid for the duration on the ticket and any subsequent price changes during the validity of the ticket will not affect the [NAME OF BRAND OF TICKET] you have already purchased.

[NAME OF BRAND OF TICKET] are valid immediately for travel at the time you make your purchase. [Please ensure that you wish to travel on the day you specify when purchasing the ticket as no refunds will be given.] [DELETE IF NOT APPLICABLE].

Payment for [NAME OF BRAND OF TICKET] must be made by credit or debit card. The appropriate payment for the [NAME OF BRAND OF TICKET] will be deducted from your bank account at time of purchase once it has been authorised by your bank. Please note we do not store your debit/credit card details.

[Students purchasing the [NAME OF BRAND OF TICKET] will be asked to provide proof of full time education which must be provided within 10 days of purchase. Failure to do so will result in your [NAME OF BRAND OF TICKET] being cancelled. No refunds will be given.] [DELETE IF NOT APPLICABLE]

[NAME OF BRAND OF TICKET] are downloaded to your registered mobile device through the App. An internet connection will be required to activate your tickets.

[NAME OF BRAND OF TICKET] must be activated prior to you boarding the [bus/train/other]. Please ensure you have sufficient battery charge to show to the driver and/or



validate your ticket via an onboard validation device and for the whole duration of your journey, as the [NAME OF TRANSIT AGENCY] does not accept any liability for any loss you may incur in the event that you do not have sufficient battery life on your mobile device.

Please allow time for the App to load whilst waiting for the [bus/train/other]. If you are unable to display the [NAME OF BRAND OF TICKET] on your phone the full cash fare must be paid. No refund will be given.

You may be asked to show your [NAME OF BRAND OF TICKET] to an Inspector or any member of staff employed by the [NAME OF TRANSIT AGENCY] or local transit police.

[NAME OF TRANSIT AGENCY] reserve the right to refuse travel on invalid [NAME OF BRAND OF TICKET] or if used on a stolen phone. The [NAME OF BRAND OF TICKET] are not transferable and may only be used by the registered phone user, and [NAME OF BRAND OF TICKET] do not give you priority over other passengers.

A mobile ticket refers to a type of pass valid for use on [NAME OF TRANSIT AGENCY] bus and rail service, which is purchased only the App on an iOS or Android device or any other hand-held device running the appropriate software allowing you to download the App. The security of your mobile phone or pass is your responsibility. In the event that the pass or your mobile phone is lost or stolen, [NAME OF TRANSIT AGENCY] will not provide a duplicate or replacement pass.

Your mobile pass must be displayed clearly on the mobile phone screen to the operator every time you board an [NAME OF TRANSIT AGENCY] bus, or when requested by a fare inspector, police officer or bus/train operator to view the mobile pass. The mobile pass must be retained during your entire trip on an [NAME OF TRANSIT AGENCY] vehicle. Failure to show a valid pass is considered fare evasion and is subject to enforcement actions according to [NAME OF TRANSIT AGENCY] policy and [insert] State or [insert country] [federal] laws. If you are unable to show a valid pass, you may be subject to a fine or other enforcement action.

If the mobile pass has been damaged or is not readable in any way, it becomes invalid and a new one must be purchased. If you delete the App you will also delete your mobile passes. If you reinstall the App on the same device it was deleted, your passes will be downloaded to the device. You cannot print or transfer mobile passes.

Your [NAME OF TRANSIT AGENCY] mobile pass will be sold to you via the [NAME OF TRANSIT AGENCY]'s mobile pass partner, Masabi. The mobile pass itself creates a contract between you and [NAME OF TRANSIT AGENCY] for the provision of the transport services that the mobile pass allows you to use. It is [NAME OF TRANSIT AGENCY] that provides



these services to you under the mobile pass and in no event will Masabi be responsible for or have any liability to you in relation to these services or their availability or performance (including your use or access to any [NAME OF TRANSIT AGENCY] vehicle, the [NAME OF TRANSIT AGENCY] network, your use of any services provided under your mobile pass or for your use of the App).

### **Prices and Receipts**

When you purchase a mobile ticket or pass on the App, you will be notified of the price before you confirm your purchase. For information on fares please visit the [NAME OF TRANSIT AGENCY] fare information web page at [xxx]. Once you complete your purchase, a receipt will be emailed to the email address you provided.

### **[Discount Fares]**

[Seniors 65+; individuals with disabilities; Medicare recipients; and students in elementary, middle, and high school, ages 6-19, are eligible for discount fares. Only eligible individuals may use a discounted mobile pass. The passenger must be able to present proof of eligibility to the bus operator when boarding a bus, or to a fare inspector on rail vehicles. Unauthorized use of discounted fare programs is a form of fare evasion and will be enforced according to [NAME OF TRANSIT AGENCY] policy and the laws of the state of Victoria, Australia. For more information on discount fares please visit the [NAME OF TRANSIT AGENCY] fare information web page at xxx.] [Delete or amend this Article as required]]

### **Changes, Refunds, and Replacements**

All refund requests will be reviewed on a case by case basis. In general, mobile passes cannot be replaced, changed, cancelled, or refunded except under very special circumstances, including but not limited to mobile application service disruptions. The decision to replace, change, cancel or refund a mobile pass is made at [NAME OF TRANSIT AGENCY]'s sole and absolute discretion. You can submit a request for a refund by calling [NAME OF TRANSIT AGENCY] support line [insert details]. Please note that where a refund is made it shall be for the pass price only. Any other associated fees are non-refundable. Neither [NAME OF TRANSIT AGENCY] nor Masabi shall be obliged to replace, change, cancel, or replace a ticket when [NAME OF TRANSIT AGENCY] has reason to believe that the circumstances prompting the replacement, change, cancellation, or replacement is the result of fraud.



## Data charges

The App is free, but data charges may be incurred to you by your cell phone network provider. You are responsible for any such costs. [NAME OF TRANSIT AGENCY] will not take responsibility for any connectivity issues you may experience.

## Availability & Updates

The mobile pass can be used on all [NAME OF TRANSIT AGENCY] bus and rail service [except [insert/delete as applicable]]. Travel is based on fare applicability on [NAME OF TRANSIT AGENCY] services at the time of purchasing a pass. The mobile pass is valid when the ticket is activated on the mobile app after purchase. You may not start your trip on a [NAME OF TRANSIT AGENCY] vehicle until you have a valid pass. Once purchased, the mobile pass will specify the fare type, the validity of the pass and its expiration date. [NAME OF TRANSIT AGENCY] reserves the right to issue updates to the mobile application, in which case you may not be able to continue use of the version of the mobile application installed on your mobile handset without downloading the latest update. [NAME OF TRANSIT AGENCY] recommends that you download and install all updates issued. [NAME OF TRANSIT AGENCY] is not liable for errors which become apparent in old versions of the mobile application.

## Materials, Ownership and Restrictions on Use

The mobile ticket app is operated by [NAME OF TRANSIT AGENCY] and is either owned by [NAME OF TRANSIT AGENCY] or its third party licensors (including without limitation Masabi) and any data, text, graphics, images, audio and video clips, logos, icons, software and links and any intellectual property and other rights relating thereto, are and will remain the property of [NAME OF TRANSIT AGENCY] or Masabi or their respective licensors. You may not copy (other than copies made incidentally on your mobile in the course of your use of the mobile ticket app), reproduce, republish, upload, post, transmit or distribute the mobile ticket app or any of its content without the prior written permission of [NAME OF TRANSIT AGENCY] and its licensors. Nor may you: (i) reverse engineer, decompile or seek to obtain the source code to the mobile ticket app except where and to the extent expressly required to be permitted by applicable law; or (ii) make or seek to make derivative works based on the mobile ticket app. Use or downloading of the mobile ticketing app is conditioned on acceptance of the terms and conditions of this agreement. By using or downloading the mobile ticketing app, you agree to such terms and conditions. The mobile ticketing app is supplied to you by [NAME OF TRANSIT AGENCY] and neither Masabi nor any of [NAME OF TRANSIT AGENCY]'s other third party licensors shall have any liability to you arising out of



or in connection with the mobile ticketing app.

[insert] State or [insert country] [federal] law applies to these terms and conditions and users agree that any dispute between [NAME OF TRANSIT AGENCY] and the users of the mobile ticketing app regarding the mobile application or arising out of or in connection with these terms and conditions are subject to [insert] State courts.

### **Liability Disclaimer**

In no event will [NAME OF TRANSIT AGENCY] be liable for any direct, indirect, special, punitive, exemplary or consequential losses or damages of whatsoever kind arising out of your use or access to the mobile ticketing application, including loss of profit or the like whether or not in the contemplation of the parties, whether based on breach of contract, tort (including negligence), product liability or otherwise. In no event will Masabi be liable for any direct, indirect, special, punitive, exemplary or consequential losses or damages of whatsoever kind arising out of or in connection with your use or access to any mobile pass or the mobile ticketing application, including loss of profit or the like whether or not in the contemplation of the parties, whether based on breach of contract, tort (including negligence), product liability or otherwise. Neither [NAME OF TRANSIT AGENCY] nor Masabi shall be liable for any damage or alteration to your equipment including but not limited to computer equipment, handheld device or mobile telephones as a result of the installation or use of the mobile ticketing application or any mobile pass. Nothing in these terms and conditions shall exclude or limit a person's liability for death or personal injury caused by negligence or for fraud or fraudulent misrepresentation or any other liability which cannot be excluded or limited under applicable law.

### **Legal responsibility**

If you lose your mobile phone with a valid [NAME OF BRAND OF TICKET] saved on it, please call our customer support number at [phone number]. Any value remaining on your [NAME OF BRAND OF TICKET] will be transferred to your new mobile phone.

[NAME OF TRANSIT AGENCY] may cease to operate the service at any time, in which case the values of any balance associated with unused tickets at that time will be refunded.

### **Privacy**

The collection, use, and security of information obtained from customers using "[NAME OF TRANSIT AGENCY] Mobile Tickets" are subject to [NAME OF TRANSIT AGENCY]'s Privacy



Policy, as amended. This policy is consistent with Federal and State laws governing an individual's right to privacy and may be amended from time to time, as deemed necessary by [NAME OF TRANSIT AGENCY]. The Privacy Policy is posted on the [NAME OF TRANSIT AGENCY] website at [xxx].

### **Support**

If you have any questions or problems with the mobile applications, please review the FAQs at [xxx] for answers to the most common questions [NAME OF TRANSIT AGENCY] receives from its users. If that does not answer your questions please contact [NAME OF TRANSIT AGENCY] Customer Care at [insert email address and/or phone number].



**EXHIBIT E**  
**CONTRACTOR SUPPORT SERVICES AND SLA**



# Masabi Support- Supporting You and Your Passengers

**v. 3.3**

**August 31st, 2021**







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## EXECUTIVE SUMMARY

This document outlines Masabi's support programs, the process for supporting and managing inbound customer and agency requests and also provides a detailed description of the Masabi Incident Support Management process and the Standard Level Agreement levels to respond and resolve critical incidents.

## MASABI SUPPORT VISION

Every rider using a Masabi app has a destination they would like to reach. Masabi's support service is no different. The following should provide an indication to an Agency of what Masabi strives for every single day:

1. Minimize any disruption an agencies' riders have going about with their day-to-day lives.
2. Honest and honorable in everything Masabi does
3. Masabi employees may work with multiple agencies, but they care about each interaction as if they were employed by the agency
4. Measure, manage and move on to the next goal

Masabi provides a range of support programs for agencies and their riders so that every agency has the support that best fits its own programs, rider expectations, and staffing.

## STANDARD AGENCY SUPPORT

Based upon Masabi's experience in the transit industry, most agencies prefer to own the direct customer experience. This allows them to provide their customers with high-touch customer service along with a full-service approach to any customer issue, whether it's about operating schedules, agency policies, ticket rules, fare questions, TVMs, the mobile app, routes, or any other general inquiry. We've also found that bifurcating customer support channels creates customer confusion as to who should call, and when so a single point of entry, backed by Masabi's full support, training and escalation.

Masabi provides standard second level support for an agency. This means that the agency acts as first-line support for its customers and staff, and Masabi acts as second-line support for the agency by handling its more technical or complex support issues.

Masabi's standard support offering covers the following:

1. Creating an app experience that is simple, fast and easy to use
2. Creating embedded help tools within the App to assist front line customers with commonly asked questions and troubleshooting tips (similar to the approach taken by Rideshare)
3. Creating an access point for riders into a self-registration to the Justride Knowledge Center with over 500 ready prepared questions to support inquiries
4. Creating help within the Agency facing portals (Hub, Partner etc) to address most of the common issues (as well as the comprehensive training)
5. Providing all tools to fully support an agency's customer services team; training, reference materials, standard responses, and troubleshooting trees.
6. Providing train the trainer sessions on all core materials and areas of knowledge, as well as ongoing training
7. Providing an 8:30 to 6:00 pm second line support via email, telephone,
8. Providing 24 hours 365 days per year IT Support Operations



9. Working directly with an end-customer and support the agency team on a case by case basis with agency approval
10. Providing chargeback management and challenge support as part of the bundled payments processing service
11. Providing weekly support reviews with agency staff to review tickets, answer open questions and identify trends
12. Providing a monthly newsletter with tips and tricks, troubleshooting guides and recent promoted articles

## **DEVELOPMENT SUPPORT MODEL**

Masabi offers specialized developer support to technology partners who are integrating the Justride SDK into their own applications and solutions as well as limited ongoing support

## **HARDWARE SUPPORT**

Masabi's On Board Validation (OBV) solutions, the third party Access Va-I100 Inspect Validator and the Justride Validator (JRV) have planned product lifetimes in excess of eight years with a return to base (RTB) service model. The proposed OBV solutions themselves have a designed Mean Time Before Failure (MTBF) of 50,000 hours and 88,000 hours for the Va-1I 00 Validator and Justride Validator respectively.

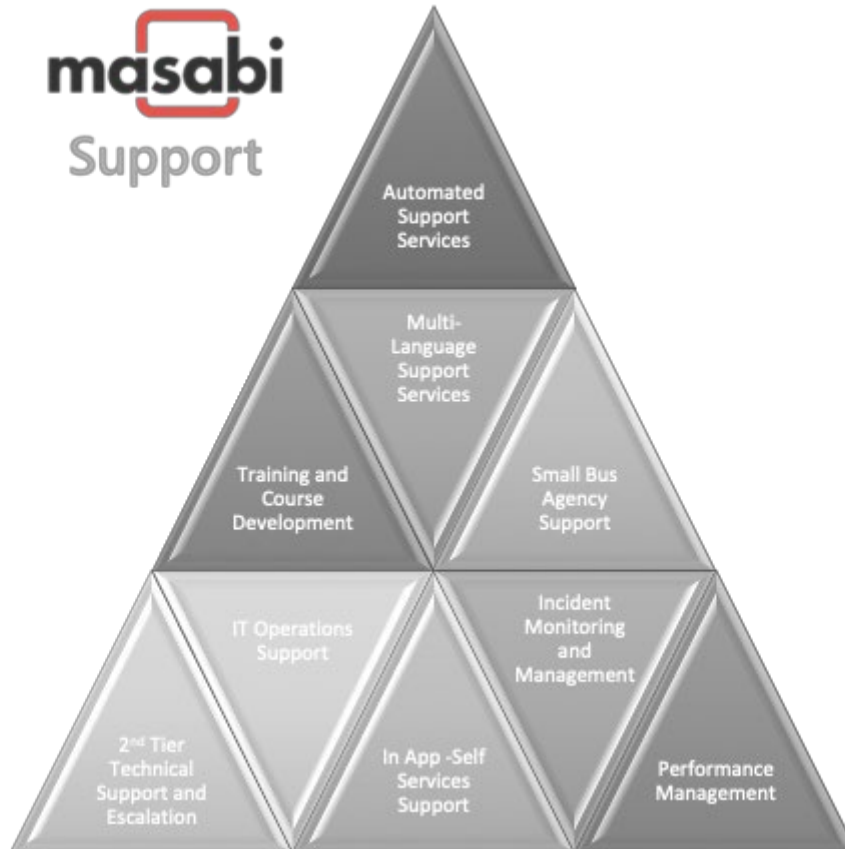
All hardware is covered by statutory one-year (1) year warranty after delivery. Additional extended warranties are available to provide longer term warranty coverage. Masabi also provides the option to purchase spares to cover their service in the event of any technical maintenance issue and show-tap devices to provide a quick return to service operation.. While rarely required, Masabi can also provide on-site technical services (field engineers, support engineers etc) for any high visibility upgrade support or any complex troubleshooting (e.g. network or environment support should the need arise. Masabi will quote these services upon request.

# MASABISUPPORTPROGRAM

## OVERVIEW

Masabi's support program is delivered primarily through second line support, and when necessary, through extended escalation and direct customer engagement services.

The Masabi support program is comprised of the following:



Standard support activities include:

- Responding to support tickets and questions agencies are unable to resolve
- Verifying the existence of any software defect and determining the scope of its impact
- Submitting feature requests and other feedback on behalf of agencies
- Escalating incidents and other issues
- Helping to maintain quality standards throughout the support process
- Notifying agencies of planned system maintenance, expected outages, or alerts from third party services
- Providing agencies with copies of Incident Tracking and Monitoring logs and other relevant information from the Incident Management Suite
- Collaborating with Masabi engineers to develop resolutions or workarounds
- Contributing to outage reports that detail the root cause, impact, and actions taken to prevent recurrence

- Administering faulty hardware returns
- Attending incident review meetings
- Testing fixes and notifying agencies when issues are resolved
- 24x7 Web based issue logging tool via “help & support” in the Hub
- 24x7 email logging tool available through [support@masabi.com](mailto:support@masabi.com) or [criticalsupport@masabi.com](mailto:criticalsupport@masabi.com)
- 24x7 IVR phone system which will notify Masabi support for priority items

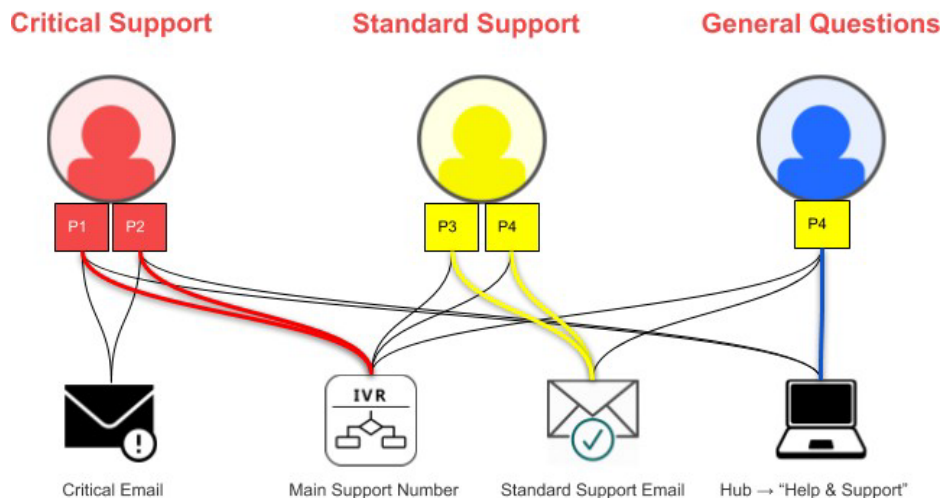
## STANDARD SUPPORT

### *Technical Support Operational Hours*

The Masabi technical support center is staffed by a team of qualified engineers in the US and London. Phone support is available 5 days a week from 9:00 am UTC to 9:00 pm UTC. Agencies submit and review tickets at any time through the support portal.

### *Omnichannel Support*

Masabi has tailored its inbound support process to provide multiple channels for you to contact us.



Masabi uses Zendesk, a Gartner top award winner for support management. Zendesk is configured to organize and track all incoming support requests, from all channels. It is also used by engineering teams and product managers to help manage escalated issues effectively. Zendesk automated workflows are used to increase support efficiencies, integrations with software development tools to extend functionality and provide a seamless workflow between each engineering department. It is also used to track customer satisfaction via surveys and feedback.

### *Support Meetings*

Masabi holds regular support meetings with key agency staff to review support tickets and other issues. These meetings are held weekly, bi-weekly, or monthly per agency preference.

### *Release Notes*

Masabi publishes release notes on Zendesk to help agencies stay informed about the latest features and fixes. Masabi support agents publish release notes as soon as they have been approved by the product teams.



### ***Ticket Activity Reports***

Masabi Support can provide the agency with reports for day-to-day ticket activity on request. These reports allow the agency to monitor daily ticket activity, agent performance, compliance with your service level agreements and average resolution times.

### ***Support Newsletter***

Masabi publishes a quarterly support newsletter featuring information on new features in its products, troubleshooting tips, promoted help center FAQs, customer survey polls and training announcements.

## **Training Programs**

### ***Standard Training***

Masabi provides training on all standard components of the Justride platform, as well as courses, guides, and job aids that cover core Justride platform features and modules, go-to-market strategies, technical troubleshooting, hardware installation and usage, and other topics specific to an agency's deployment. Materials are available in multiple languages to support regional or local needs. Refer [Appendix B](#) for a list of the standard training sessions.

### ***Custom Training Programs***

In addition to the standard programs and refresher training, Masabi can provide fee-based custom training programs for specific course development including videos, specialized integrations, multi-language needs, train-the-trainer programs, or other learning aids.

The training programs are fully customizable, include the agencies brands and type of equipment in use and enable agency staff to successfully administer and support the Justride mobile ticketing platform. Most often, training sessions are delivered via live webinars that include presentations, demonstrations, and Q&A.

Masabi can host from 1 to 45 participants per training session. Your account manager will work with you to develop a training schedule that meets your needs and can provide additional training exercises and certificates based upon required levels of understanding. With advance request, Masabi can provide your agency with a recording of the live sessions along with copies of the slide decks.

### ***Ongoing Training***

After completing any of Masabi's training programs, any performance or knowledge gaps can be addressed through Masabi Support via a support request, attendance at quarterly webinars, or through the self-service Knowledge Base. Agencies may also contact Masabi Account Management with requests for additional training sessions, topics, job aids, or other supporting materials and service offerings.

## **ADDITIONAL SUPPORT SERVICES**

### ***Rider Support Operational Hours***

The Masabi technical support center is staffed by a team of qualified engineers in the US and London. Phone support is available 5 days a week from 9:00 am UTC to 9:00 pm UTC. Riders can contact support by calling a dedicated phone number or sending an email,

### ***In-App Support for Riders***

During the deployment process, Masabi provides an in-app Standard Support Frequently Asked Question (FAQ) area with relevant and important information for riders / passengers. This is in addition to a general Agency policy and frequently asked question. The Standard Support FAQ also provides riders with access

to a Help Center which allows them to access additional information and submit and track their support tickets via Masabi's support solution.

### ***In App Support Access***

In cases where Masabi is providing first line support for an agency, its riders can access an online help center from a link on the in-app Standard Support FAQ screen.

### ***Advanced Analytics***

The Justride platform is integrated with the third party Tableau analytics tool, which can be used by agency staff for building custom reports, data tables, visualizations and other analytics across all data within the Data Warehouse using an easy Windows application and/or web user interface. An example is the trace of validation events on Inspect bus validators in Las Vegas over a single day:



Masabi can setup as many licenses as the agency requires, with a passthrough cost of the Tableau licence fee. All bespoke analytics work is charged through Masabi's Professional Services team.

### ***Chargeback (Merchant of Record) Support***

Masabi understands the importance of recovering lost revenue and challenging illegitimate consumer behaviors and if Masabi is contracted as a Merchant of Record it will assist the agency with Chargeback Management Services, analysis and reporting as well as the process of challenging chargebacks.

## **TECHNOLOGY PARTNER SUPPORT**

### ***SDK Developer Support***

Whilst Masabi provides ongoing support for SDK partners, Masabi partners should have mobile development and API integration experience. Organizations that do not demonstrate this experience will need to sign-up for a technical support agreement with a minimum of 5 days of technical and delivery support pre-agreed.

The Masabi team can se-tup regular calls to ensure that the agency has everything they require to complete effectively, including providing a time to answer questions, as well as the opportunity to further understand the functionality provided through the Masabi SDK.



The Technology Partner will be able to raise up to 20 support requests per year . If the agency requires additional support, they will need to set up a development support contract with Masabi which will provide more direct access to Masabi development, and support and maintenance teams as required.

During SDK integration, Masabi will provide support between 9am to 6pm (UTC).

## Developer Resources

The Justride SDK enables a third-party application to access and use mobile ticketing provided by the Justride platform within their own application. All SDK partners will have access to an integration guide that covers the basic steps required to get started with a new SDK integration. Partners will need to sign an NDA before gaining access to the SDK guide.

## Developer Training

For SDK partners, Masabi can provide a technical workshop to the agency technical teams to provide- a 2 4 hour overview of the Justride SDK, during which Masabi will provide suggested workflows, go through the agency’s proposed use cases, as well as answer any technical questions that the agency technical team may have.

## SUPPORT PROGRAM PERFORMANCE

### SLA policies in Zendesk

Masabi has two policies setup in Zendesk which help Masabi Support engineers prioritize requests and ensure service level goals are met.

The Masabi Incident SLA policy:

- Is only applied when a ticket stems from an incident (as opposed to, for example, a feature request or user error)
- The priority value is based on Masabi’s standard agency SLAs

The “All-Other” tickets SLA policy:

- Is only applied when the ticket is not an incident
- The priority value is based on the following SLAs:

#### Targets

For each metric, set a time target for each ticket priority. Choose to measure targets in calendar or business hours.

	Urgent	High	Normal	Low
First reply time	2h	4h	8h	16h
Requester wait time	14h	28h	52h	240h
Agent work time	14h	28h	52h	240h
Next reply time	2h	8h	16h	32h
Periodic update	14h	28h	52h	240h
Pausable update	28h	52h	104h	144h
Hours of operation	Business hours	Business hours	Business hours	Business hours



## ***Efficiency through Automation***

Zendesk triggers are applied to the Masabi support process to improve workflow and responsiveness by automatically performing actions whenever a ticket is created or updated with specific conditions.

Notify assignee of Departmental Private comment update	Jul 18, 2018	12
Product - Notify assignee of assignment	Jul 18, 2018	10
Support - Notify assignee of assignment	Jul 18, 2018	6
Notify assignee of reopened ticket	Jul 18, 2018	2
Notify all agents of received request	Jul 18, 2018	25

### ***Automated tasks***

## ***Performance Measurement and Reporting***

Masabi tracks all customer interactions within Zendesk. Every email, phone call, and online entry is recorded. This enables Masabi to determine response times, resolution times, and number of requests created per agency.

The support performance measurements represent real time data. Reports are run daily, monthly, quarterly, and yearly and are reviewed regularly with the account management and project management teams.

The reports contain a range of key performance metrics, including:

### **Team Level Metrics**

- Acknowledgement Time
- First Reply Time
- Interactions per request
- Customer satisfaction
- Median Handle Time
- Median Resolution Time

### **Individual Agent Metrics**

- Resolved Cases
- Customer Interactions
- Customer Satisfaction
- Median Handle Time



Masabi can effectively filter report data by agent to get a snapshot of individual performance or analyze its global satisfaction level as reported through customer surveys. Masabi uses this data to identify and address areas in need of improvement.

**1. Choose an agent to get started**

USER FILTER: Admin - James Gos...  
Days since last login: -

**2. Apply additional filters**

DATE RANGE: May 1 2018 - Jun ...  
BRAND: All

★ Customer satisfaction

100.0%

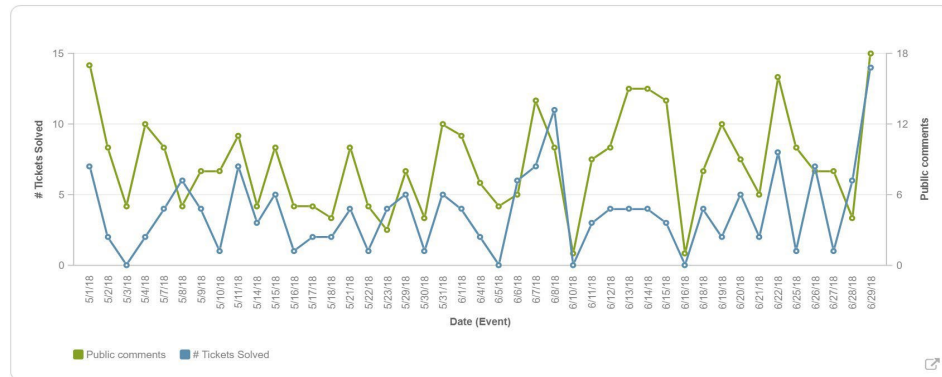
🔗 Tickets solved by agent

164

🕒 Median time assigned to agent

11.9 hrs

**Agent activity**



*Sample of support engineer individual metrics*

★ Satisfaction score

100.0%

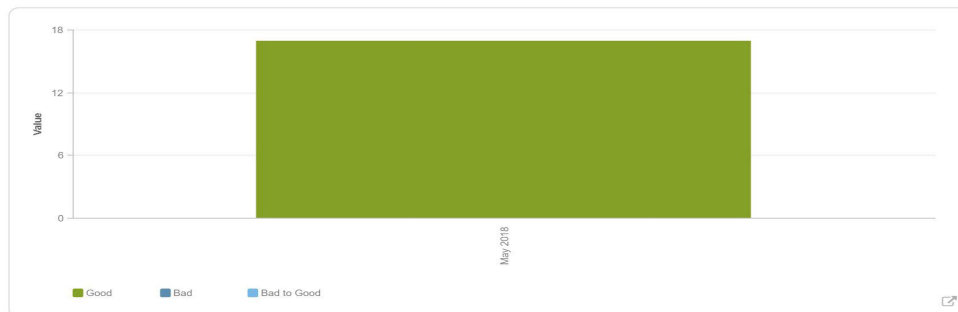
👂 Response rate

19.1%

% Percentage surveyed

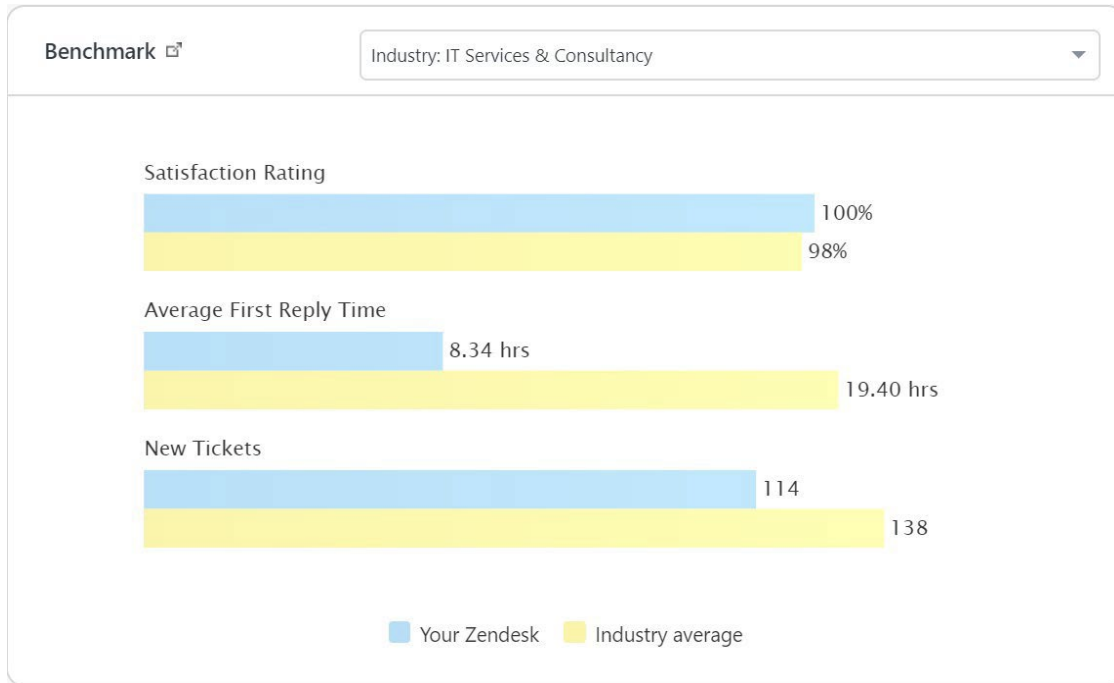
89.9%

**Satisfaction ratings**



*Global satisfaction level and survey response rates*

Benchmark charts display three key metrics: customer satisfaction, first reply time, and new ticket volume. Masabi uses this data to adjust policies, change team workflows, and evaluate whether the service provided is above or below peer and industry standards.



**Sample benchmark data**

### Customer Satisfaction

In addition, the support performance management solution tracks agency satisfaction ratings on a ticket by ticket basis. Feedback is captured and if applicable, shared with the agency during regular account reviews.

By default, each closed support request will receive an acknowledgement that the ticket has been closed and offered a survey where a rating can be submitted.

### How would you rate the support you received?

[Good, I'm satisfied](#)

[Bad, I'm unsatisfied](#)

If contracted, the transport agency can request Masabi to monitor rider satisfaction through the default ticket surveys or Masabi can set a custom survey for their riders, with a passthrough cost of the third party survey application. All bespoke survey work is charged for and delivered by the Masabi's Professional Services team.

### IT Operations Management & Maintenance

The Justride SaaS platform is continuously monitored and upgraded biweekly. Regular maintenance includes platform fixes, patches, and upgrades.

Masabi IT Operations Management operates 24 hours per day, 365 days a year to handle any issue that arises with the platform. Masabi IT Operations Management has the primary goal of triaging, investigating and resolving platform-wide incidents in accordance with the SLAs. The IT Operations Management team monitors the performance, load balance, and scalability of the Justride platform and serves as the rapid response team for any perceived or actual degradation of service. The Masabi IT



Operations Management team resolves complex incidents and provides effective workarounds that allow business operations to be resumed with minimal downtime or impact to riders.

IT Operations Management is also responsible for deploying new releases of software across the Justride platform live production environment and for ensuring that all releases perform as expected.

In addition, alerts are distributed via the live status page for any scheduled maintenance programs.

Account Management.

After Masabi Project Management has successfully launched its services with an Agency it will appoint a Account Management team to manage the ongoing Agency relationship and adoption of Justride within an agency. An Account Manager works with the agencies' stakeholders to update the then new features, present the Masabi product strategy and roadmaps, assist in developing new sales channels for an agency based upon the flexible Justride platform, addressing customer and rider concerns, tracks metrics for adoption and growth and assist with scoping custom development features. The Account Manager may also on an ongoing basis, Masabi conducts support ticketing reviews to ensure that all support tickets have been communicated, escalated, and resolved according to the standards set out in the SLA.

### ***Support Team Roles***

- **Head of Services-** Responsible for the executive oversight and performance management of Support, Education, Project Management, and Account Management.
- **Account Manager-** Responsible for the day-to-day owner of an agency and its contract with Masabi. The Account Manager responsible for the relationship management and agency satisfaction with Masabi and the Justride platform.
- **Support Manager-** Responsible for overseeing the support team and ensuring that Masabi is constantly delivering excellence in customer service.
- **Support Engineer-** Responsible for responding to inbound technical and support requests. Serves as the support liaison with technical teams, product management, and Masabi development. Creates KPIs and manages monthly support reviews.
- **Training Consultant-** Responsible for the design and delivery of comprehensive training programs for agencies including needs analysis, courseware design, materials development, and training delivery.

# APPENDIX A – SUPPORT GUIDELINES



## Support Guide for Agencies

Version: 1  
Date: 1.1.2019

### CONFIDENTIAL

#### Revision History

Author	Version	Date	Details of Change
Sergio Da Silva	1.0	2019-03-22	Final

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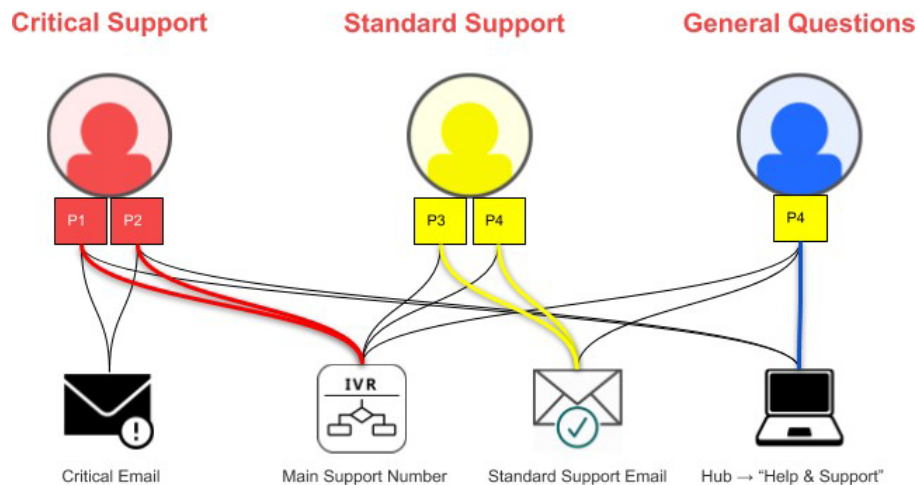
## DOCUMENT PURPOSE

This document (Support Guide for Agencies) outlines Masabi's operational guidelines for standard operational support processes, how to interact with the Masabi support team and a detailed view of the process by which support tickets are submitted, reviewed and resolved.

## SUBMITTING SUPPORT REQUESTS

### OVERVIEW

When submitting a support request, it is important to know why you are contacting Support. Masabi has tailored its inbound support process to provide multiple channels for you to contact us. The diagram below shows the different types of requests and recommended channels (highlighted).



### Definitions of Support Categories

Critical support is to report an issue which may indicate an impact to the overall operation of an Agencies Justride service and is prevents standard functions to be complete or used (e.g. ticket purchases, access to Hub, failure of Inspect, repeated and systematic payment processing failures)

Standard support is to report a single issue regarding a potential defect or issue reported by a single customer

General support is to ask for knowledge base support and how-tos, or general questions about new functionality releases

When submitting a support request, it is important to know why you are contacting Support. The standard support email, IVR and Help Center can be used for all requests, but if you have a critical request, you can raise the request via the IVR, critical support email or help center. Critical issues will invoke the incident monitoring process ([Appendix C\(1\)](#)).

### WHERE CAN I FIND MASABI'S CONTACT DETAILS

The most up-to-date contact details can be found in the Help Center (also [Appendix F](#))



## INFORMATION TO PROVIDE WHEN SUBMITTING SUPPORT REQUESTS

To ensure a quick response you should include all relevant information when submitting support requests.

### Required:

To minimize any delays in resolving your request, it is important to know the type of request you have and what information you might need from the rider. If applicable, all standard or critical support requests should include:

- Contact information
- Reason for the support request
- Description of the problem or resolution sought
- App or Account ID (if applicable)

### Optional:

- Steps to recreate
- Impact to business

Agency staff may also submit a description of the priority or impact of the incident. Any tickets submitted via the help center will require certain fields before a ticket can be submitted.

## STANDARD SUPPORT REQUESTS

All standard support requests go through the same workflow:

1. Support request is received: The request may be received online, over the phone, or through email
2. Support request is acknowledged\*: An email acknowledgement is automatically within 15 minutes of submission
3. Ticket is created\*: A ticket is automatically created in Zendesk and all support agents are notified
4. Ticket is assigned: A Masabi support engineer takes ownership of the ticket
5. Issue is triaged, escalated if needed, and resolved: Resolution and communication schedules are based on Masabi's SLA (see [Appendix C\(1\)](#))

\* When submitting a request via direct conversation with a Masabi support engineer, the engineer may provide verbal acknowledgement of the request and manually create the ticket in Zendesk

**Support@Masabi.com** <support@masabi.com>  
to me ▾

Mon 8 Jan, 10:03

##- Please type your reply above this line -##

Your request (2168) has been received and is being reviewed by our support staff.

To add additional comments, reply to this email.



**Sergio User**

Jan 8, 10:03 GMT

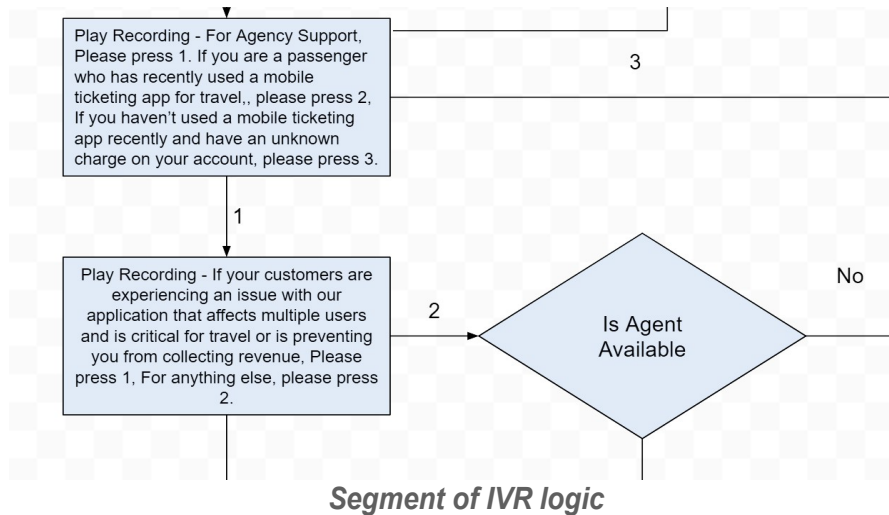
Test

***Automatic acknowledgement of receipt of support request***

## SUBMITTING STANDARD SUPPORT REQUESTS VIA THE IVR

Interactive Voice Response (IVR) is a telephony menu system that enables identification, segmentation and routing of callers to the most appropriate team. IVR segments calls by geography, hours of business, and priority.

Support requests can be submitted by phone by speaking directly with a Masabi Support engineer. If callers are unable to speak with an engineer, they can submit their request by leaving a voicemail message. IVR will translate the message from speech to text and notify the on-call support engineer.



## SUBMITTING STANDARD SUPPORT REQUESTS VIA THE ONLINE HELP CENTER

Support requests can be submitted through Masabi's help center by clicking the Submit a request link located at the top of the Home page and submitting the online form.



To submit a support request in Help Center

1. Click Submit a request at the top of the page
2. You can add one or more email addresses to copy a user on the ticket (separated by commas)
3. Enter a subject and description of the problem
4. As you enter a subject, a list of suggested articles in the knowledge base appears. You can click one of the articles instead of submitting the request
5. Add any required and optional information in the fields which describes your request\*
6. If you belong to multiple organizations, select the organization for this support request
7. Add any attachment.
8. Attach a file if applicable. There is a limit of 20 MB per attachment
9. Click Submit. Once submitted a ticket will be assigned to a support agent



## Submit a request

What would you like help with?

Help & Training

Subject

device switches

Suggested articles

[What is a device switch?](#)

[How do I issue a device switch credit?](#)

[The app says I have run out of device switches](#)

[What happens if I delete the app from my phone and reinstall it?](#)

[Why do tickets appear as deleted in the Hub?](#)

[What happens to my tickets if I wipe my phone?](#)

[Staff Activity Log](#)

[What is the difference between a guest account, an unverified account, and a verified account?](#)

[What is a guest account?](#)

[How does Face ID and Touch ID work?](#)

A passenger's form may differ from the form which is visible to agency staff.

## SUBMITTING STANDARD SUPPORT REQUESTS VIA EMAIL

Most standard support requests are submitted via email.

- Passengers submit requests to [help@justride.com](mailto:help@justride.com)
- Agency staff submit standard requests to [support@masabi.com](mailto:support@masabi.com)

Agency staff must send support requests from an official agency email address.

## SUBMITTING CRITICAL SUPPORT REQUESTS

Urgent or critical support requests can be submitted by agency staff using any of the following methods:

1. Calling the Support line and selecting the critical support option (Recommended)
2. Sending an email to [criticalsupport@masabi.com](mailto:criticalsupport@masabi.com)
3. Submitting a support request via the online help center and setting the ticket priority to Urgent

Each of these options will invoke a different workflow which will flag the relevant parties in a different manner to a standard support request. This helps us to minimize the time from notification to initial investigation.

When a critical support request is submitted, a notification is sent to the Masabi Services team and a text and/or email notification is sent to the on-call Masabi Support engineer.

The support engineer will conduct a preliminary investigation, categorize the ticket, assess the scope of impact, and assign a priority based on the protocols described in the Masabi SLA.

If the issue requires escalation, the Masabi Support engineer will assign the ticket to the relevant product engineering group. If the issue is determined to be critical, the Masabi Support Engineer will invoke the Live Incident Management process.



During unsociable hours, agency staff who call support for critical issues will be routed to the on call engineer.

For more information on the incident monitoring guidelines and SLAs see [Appendix C\(1.\)](#)

## SUBMITTING OTHER REQUESTS

### SDK & API SUPPORT

A supported SDK version is guaranteed to function as it did on the day it was released, with no additional work by the Partner.

If an issue (new, or pre-existing) is discovered that is present in a supported SDK version it will be investigated as a P1 issue. If it causes an app crash, it will be investigated as a P0 issue. Any development related issues can be logged via the Issues log, via the help center or via the standard support email [support@masabi.com](mailto:support@masabi.com). Each request will be assigned to the specific team in accordance with Masabi's development and support escalation process.

Masabi will allocate up to 20 support tickets per month according to the following guidelines:

- Technical Support provides information on the purpose and usage of the API in the Justride SDK
- Technical Support provides guidance on how to prevent or workaround an error that occurs when using the API
- Technical Support provides guidance on how to approach a customization and provides high-level information on how to achieve certain functionality
- Technical Support does not create code for customer's applications
- Technical Support does not provide exact steps on how to achieve a customization
- Technical Support does not perform code reviews of customizations

When a new OS version is released, the following test procedure will be carried out:

- Masabi will test ticketing/SDK functionality of a reference application against the initial beta release of the OS within 3 weeks of that beta's first release, to try and identify bugs as early as possible.
  - The reference application will be agreed between the agency and Masabi, and may change over time, subject to agreement
    - It will likely start as the first agency mTicketing application.
  - The Agency will be informed immediately if bugs are discovered.
- The agency will test the full set of applications it offers against the initial beta release of the OS, no later than 4 weeks before the expected release date of the OS.
  - Masabi must be informed of all bugs at the earliest opportunity.
  - The agency will be responsible for identifying which of its applications exhibit any bugs discovered by either party.
- When bugs are discovered against a new beta OS, Masabi will aim to have them fixed within 4 weeks of discovery, unless the agency and Masabi agree that it is more sensible to retest on the next OS beta release before fixing.



## SUBMITTING CHARGEBACK CHALLENGE REQUEST (MOR)

A chargeback is a transaction reversal meant to serve as a form of consumer protection from fraudulent activity committed by individuals. If you have contracted Masabi to be your Merchant of Record. Masabi will assist the agency for chargebacks they would like to challenge. Agency staff can use any of the methods described in “Submitting Support Requests”

Each agency will also have access to a shared chargeback sheet which is used for managing Chargebacks.

- Chargeback Sheet is shared with Agency stakeholders through a shared online Console.
- The solution is via Google Applications, but no google account is required. Hyperlinks are available to quickly locate customers in Hub.
- The data is refreshed every 2 hours.
- Agency is automatically notified weekly by email when new chargebacks are added.
- Transport agencies can update Current Status with decisions on whether to challenge or accept.
- If a ticket has already been refunded the chargeback will be challenged automatically.
- Chargebacks expire every 14 days if no decision is made.

## FEATURE REQUESTS & ENHANCEMENTS

If you would like a certain feature to be added to Masabi products or you have an idea for improving it, you should reach out to your Account Manager. Alternatively, you can send an email to [support@masabi.com](mailto:support@masabi.com). If the agency has raised a support request that turns out to be a feature enhancement, the support agent will forward that information to your Account Manager for further consultation.

## UAT SUPPORT

Each customer is provided with a UAT environment to test and evaluate new releases of the Justride platform before releasing to a live production environment. Masabi will provide release notes and tests plans for major feature changes so that agencies can thoroughly review updates to the platform.

An Account Manager or technical representative will work with an agency to schedule any required updates and messaging; and educate on any deployment wide changes necessary. In addition, a support alert is distributed through the live status service for any scheduled maintenance programs.

Any incidents raised via support will be treated as non-critical requests as UAT environments are test environments and are not governed by the same levels of availability or escalation priority as live environments.

# MASABI HELP CENTER

## HELP CENTER SECURITY

Masabi has defined user segments with permissions to control access to specific information and functionality within Zendesk.

Agency staff can:

- View agency and passenger FAQs
- View Justride, Inspect, and Hub documentation
- Follow Knowledge Base articles, sections, and comments
- View standard and emergency contact information



- Submit, track, and manage their agency's help requests (tickets)

Riders can:

- View passenger FAQs
- Submit tickets (only for agencies that Masabi is providing first line support)

Note: Riders cannot manage or track tickets

Masabi Support staff can:

- View and manage all tickets
- Create and edit articles, FAQs, release notes, and other information
- Configure the help center

## MANAGING SUPPORT REQUESTS IN THE HELP CENTER

Once a support request is submitted, a corresponding ticket is created in Zendesk. Agency staff can use Zendesk to:

- Update the CC or Organization fields on their tickets
- Add a comment to their tickets
- Mark their tickets as resolved
- Create a follow-up ticket to a resolved ticket
- Track all tickets associated with their agency

Riders who submit support requests cannot track or manage those tickets.

The screenshot shows the 'My requests' page in Zendesk. At the top, there are tabs for 'Requests', 'Contributions', and 'Following'. Below this, there are sub-tabs for 'My requests', 'Requests I'm CC'd on', and 'Organization requests'. A search bar labeled 'Search requests' and a status dropdown menu set to 'Any' are visible. The main content is a table of tickets:

Subject	Id	Created	Last activity ▼	Status
<a href="#">Account lookup</a>	#3156	6 days ago	3 hours ago	open
<a href="#">Report dump needed</a>	#2552	5 months ago	4 hours ago	open
<a href="#">CC number</a>	#2852	2 months ago	4 hours ago	open
<a href="#">iPhone issue</a>	#3137	13 days ago	5 hours ago	Awaiting your reply

*Viewing support requests (tickets)*



I need help with Validation Reports?

 Sergio User  
2 minutes ago

I need help with Validation Reports?

 Sergio Da Silva  
1 minute ago

Hi Sergio,

In order to help you, can you please provide your username and description of the issue you are experiencing?

Kind Regards,

Sergio Da Silva



Add to conversation

Mark as solved

Requester	Sergio User
Created	Today at 10:16
Last activity	Today at 10:17

Id	#2367
----	-------

Status	Awaiting your reply
--------	---------------------

Priority	Normal
----------	--------

Product	Inspect
---------	---------

Hub Area	—
----------	---

Inspect Area	Scanning
--------------	----------

MAC Address	—
-------------	---

App ID/Account ID	—
-------------------	---

Passenger App Area	—
--------------------	---

### Ticket details

## SELF-SERVICE KNOWLEDGE BASE

The Knowledge Base in Zendesk is updated regularly with content that addresses questions from agencies and their riders. The Knowledge Base contains white papers, tutorials, FAQs, release notes, and training material for agencies' customer care and support teams.

The information in the Knowledge Base is organized into categories and is searchable from the Zendesk homepage.

#### Validation FAQs

Contains all FAQs related to all our validation systems such as the inspect app and mobile validators (Val-100)

#### General FAQs

General FAQs for agencies who support the Justride systems

#### Help Center Guide

Useful Information about using the Help Center to get answers to your questions and how to submit and track you suppo...

#### Rider FAQs

Knowledge Base for JustRide app users

#### Software Releases and Announcements

#### Your Documentation

Important information related to your brand

### Agency staff view of the self-service Knowledge Base



## Search results

66 results for "contact"

### Knowledge base

#### Contact conductor about a lost item

Passenger Knowledge Base > Trip Issues & Refunds · James Gosling · 2 months ago

If you have lost an item on your journey, please *contact* your agency's customer service. You can submit a support...

#### Who do I contact if I have questions or have technical problems with the mobile ticketing app?

Passenger Knowledge Base > Trip Issues & Refunds · Sergio Da Silva · 2 months ago

### Search bar and search results

## Release Notes

Masabi publishes release notes on Zendesk to help agencies stay informed about the latest features and fixes. Masabi support agents publish release notes as soon as they have been approved by the product teams.

#### JustRide Releases

Consumer Release Notes – Justride App Version 4.10

Consumer Release Notes – Justride App Version 4.11

#### Hub Releases

Agency Release Notes - 09 August 2018

Agency Release Notes 27 July 2018

**Release notes accessible from the Software Releases and Announcements category**

## Following Knowledge Base sections, articles, and comments

Agency staff can be notified of updates to Knowledge Base sections, articles, and comments by clicking the **Follow** button that appears in the upper right corner of an article or section.

To see which materials you are following, click **My activities** from your profile menu, and then click the **Following** tab.

Requests | Contributions | **Following**

TITLE	TYPE	FOLLOWING
Install curl	Article	Comments <a href="#">Unsubscribe</a>
Set up	Article	Comments <a href="#">Unsubscribe</a>

*A list of items being followed*

### **Unfollowing Knowledge Base sections, articles, and comments**

To stop following a section, article, or comments:

- Click the Unfollow button located in the upper right corner of an article or section; or
- Click the Unsubscribe button on the Following tab of the My Activities page

### **Promoted Articles**

Masabi may promote articles or other materials as a way of recommending reading for agencies or riders. Promoted articles will appear under the Knowledge Base categories and sections.

Signing up and Downloading	A guide to your app	Trip Issues & Refunds
Account & Payment Options	Security, Privacy & Policies	

#### **Promoted articles**

The app says I have run out of device switches

How can I see how many tickets I have remaining on my device

What happens if I delete the app from my phone and reinstall it?

Can I deactivate a ticket?

Are there any fees for using mobile ticketing?

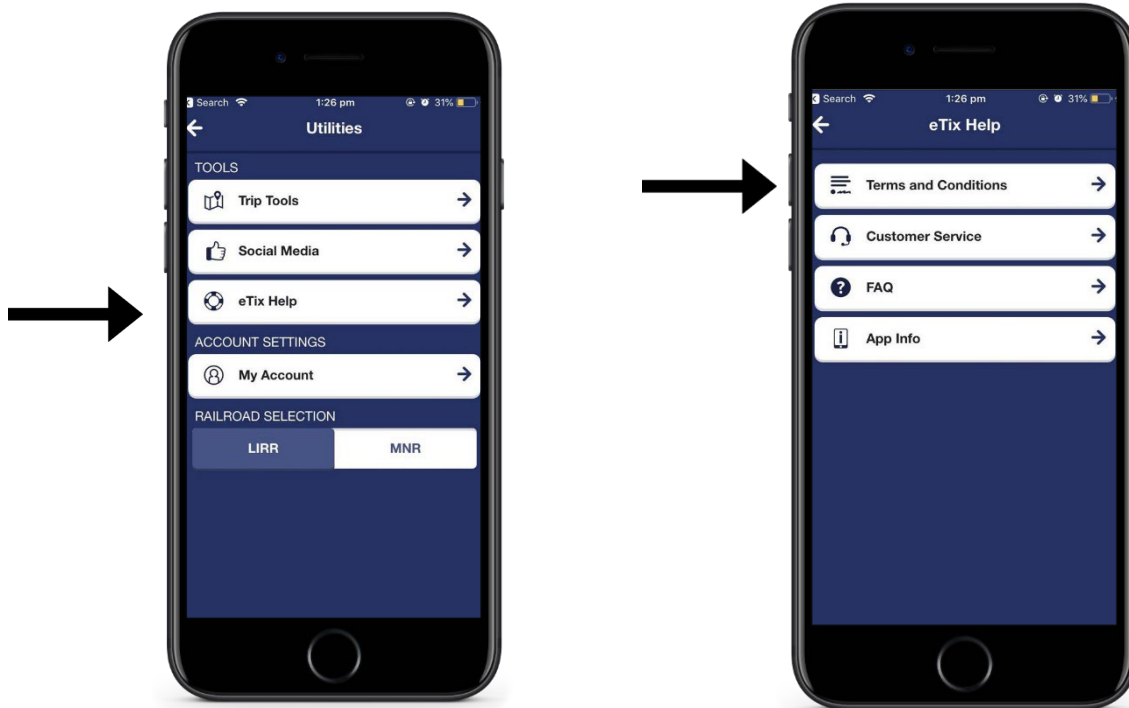
I lost network connectivity. Can I still use my mobile tickets?

#### **Promoted articles**

## SELF-SERVICE RIDER SUPPORT

### STEP ONE

When riders of the agency need to contact customer service, there are a number of tools the Justride app can provide. First, the rider will need to click on the “help” button. In this case the help button says “eTix Help”. This will bring the rider to the next page of the app where your Customer Service tools will live.

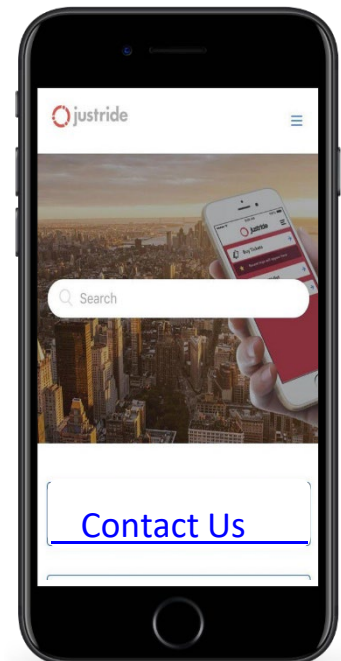
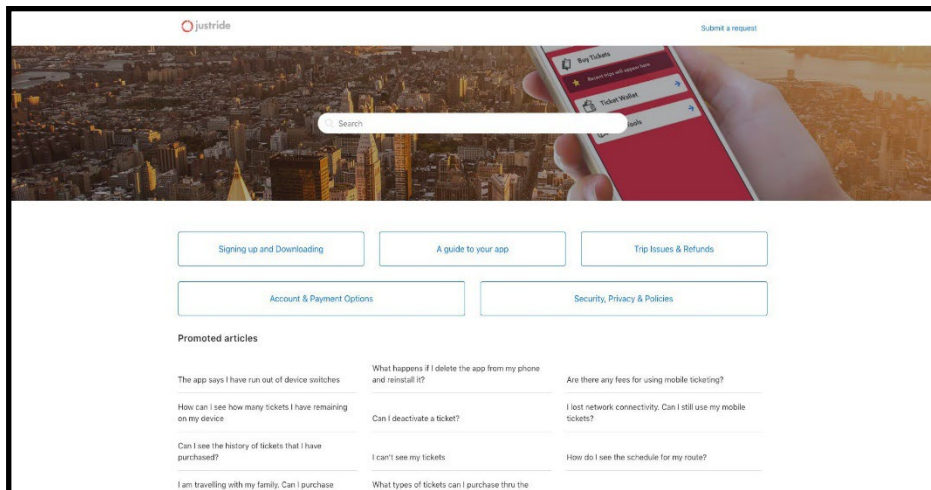


### STEP

### TWO

From the “eTix Help” or customer service tools page you have a number of options:

1. Terms and Conditions : Opens the in-app Terms & Conditions
2. Customer Service: Deep Link to Customer Service Self-service tool
3. FAQ: Deep Links to a branded Customer Service [FAQs page](#)
4. App Info: Link to App Info (App ID, User ID, etc)



## CONTACTING CUSTOMER SERVICE

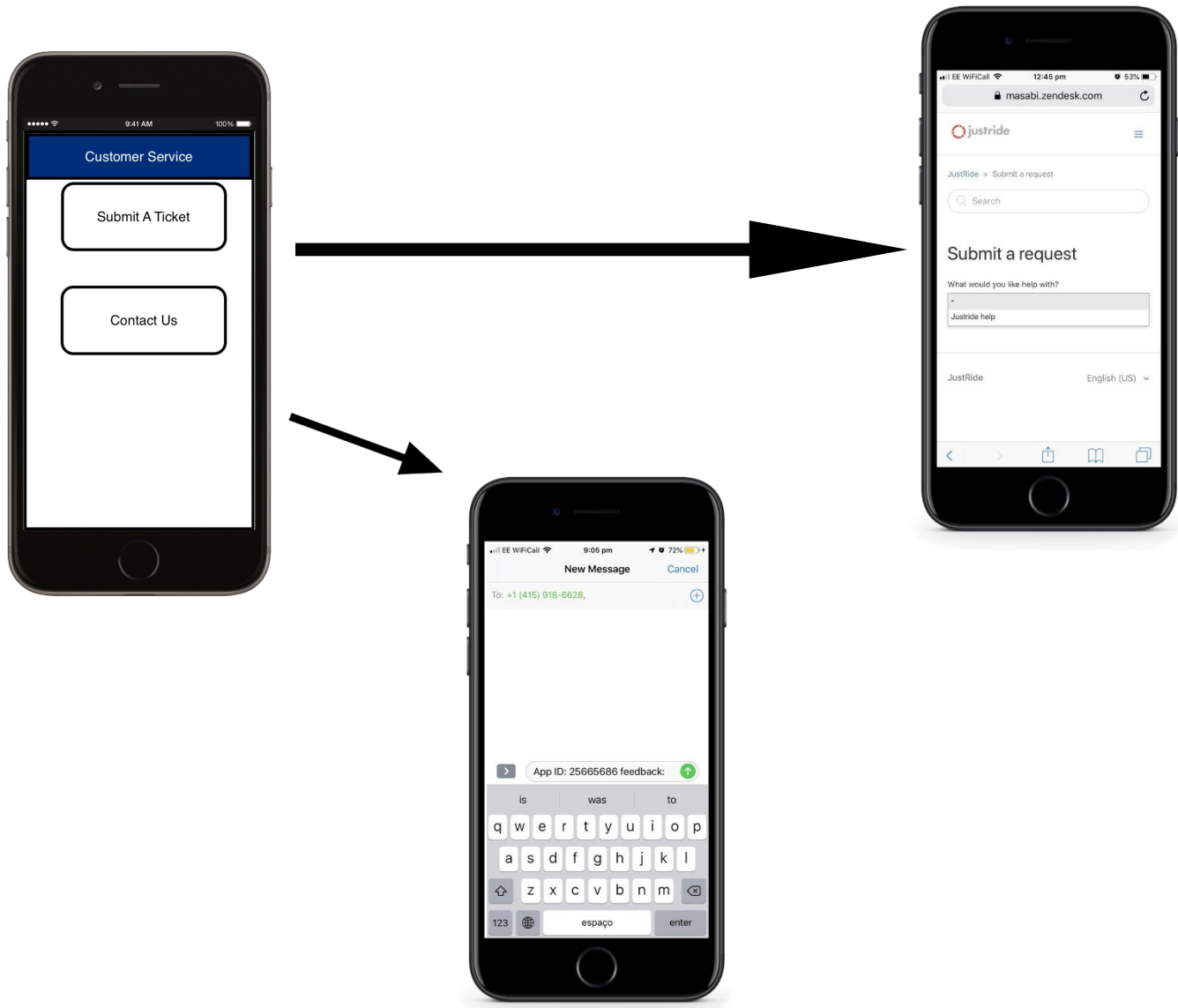
Clicking on the Customer Service button will give the rider the following options:

### *Submit A Ticket (Online)*

When passengers click on the [Submit Ticket](#), they will be taken to a [new page](#) to enter information. They will also be asked to provide their AppID and select a brand from a dropdown. Submitting an online ticket is the fastest way to resolve issues. If you are unable to submit an online ticket you can text or call Masabi at (geo-based number). Unfortunately, responses to phone calls may be delayed and you may have to leave a message.

### *Contact Us*

Customers who don't have data can send an SMS message. Passengers will have to remember to add identifiable information such as AppID. When texting, Masabi will have a phone number to call back.





## APPENDIX B – MASABI TRAINING MODULES

The following are some of the standard training sessions Masabi offers to agencies in preparation for the go live deployment:

Module /Session Nam	IntendedAudience	Type of Training	Length of Training Session	Max People Per Module Session	# of Sessions
What is mobile ticketing?	Beginner; all job functions	Introduction to the benefits of mobile ticketing for the agency and its riders, an overview of the mobile ticketing platform components, and a description of basic user requirements.	15 min	15	1
How to use the mobile ticketing app	Beginner; all job functions	Walkthrough of purchasing and using mobile tickets, including a live demonstration of your agency's mobile ticketing application.	30 min	15	1
Delivering Customer Service in the Hub	Intermediate; Customer serviceagents and Managers	This in-depth look at the Hub starts with a description of the customer service process and how to find and interpret information on the Manage Customer page. It includes detailed walk-throughs of all customer service functions and a discussion of use cases. A live demonstration of your agency's Hub andmobile ticketing app will show how customer service functions appear to both the rider and the customer service agent.	90 min	15	1
Hub Administration and Reporting	Intermediate; Managers	Demonstrates Hub administration functions including bulk operations and management of users and assets. It then examines four ways of viewing and interpreting information in the Hub, from the high-level dashboard through detailed reports and customized data extracts. This session includes a live demonstration of your Hub.	90 min Or 2 X 45 min	15	1



Visual Validation of Mobile Tickets	Intermediate; Ticket inspectors, Customer serviceagents, and Managers	Describes how to rapidly and accuratelyvalidate mobile tickets by sight. Severaluse cases are presented using p-re recorded or live demonstrations of your agency's mobile tickets.	45 min	15	1
-------------------------------------	---	---	--------	----	---



Validating tickets with Inspect	Intermediate; Ticket inspectors, Customer service agents, and Managers	Describes how to scan a ticket using the Inspect app. It includes a live demonstration of how to configure and use Inspect, a description of the scan response screens and scanning workflow and a discussion of troubleshooting scanning issues.	45 min	15	1
Marketing Mobile Ticketing	Beginner; Managers	Discussion of how your agency can introduce and promote mobile ticketing. Several examples are shown.	30 min	15	1
VAL-100 On-board Validator	Beginner; Managers and Operators	Overview of the VAL100 functionality and installation planning. Several examples of existing installations are examined.	30 min	15	1
Incident Monitoring and Escalation	Intermediate; Customer service agents and Managers	Describes Masabi's incident management process. It includes a demonstration of how to use the Online Help Center (Zendesk) to create and manage support requests.	30 min	15	1
Partner Programs	Intermediate; Customer service agents and Managers	Discussion of the benefits of Partner Programs and provides examples of how they can be designed and implemented. In the Hub, Masabi will walk through how the program is administered and supported.	60 min Or 2 X 30 min	15	1
An Introduction to Tariffs	Advanced; Managers	Overview of tariffs. Using fictional agencies as examples, it looks at many the required values in flat-fare and simple A-to-B tariffs. A simulated walk-through of managing tariffs in the Hub is included.	60 min	15	1
Monitoring with the Pattern Tool	Advanced; Customer service agents and Managers	How to use the Pattern Tool in the Hub to detect and monitor suspicious rider account activity. It includes a discussion of events that can be monitored and the actions that can be taken in response. A walk-through of how to view activity and manage account monitoring in the Hub is provided.	45 min	15	1



# APPENDIX C(1)- INCIDENT MANAGEMENT GUIDELINES



## Incident Management Guidelines

Version: 4.7

Date: T

CONFIDENTIAL

### Revision History

Author	Version	Date	Details of Change
Sara Poulton	2.6	2018-06-08	Final
Support Manager	2.7	2019-03-25	Update
Support Manager	2.8	2019-09-06	Added Disaster Recovery Plan



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## EXECUTIVE SUMMARY

This document describes the guidelines for the overall monitoring, incident response and escalation protocols employed by Masabi to monitor its Justride mobile ticketing platform, on which the Agency mobile system is built. The content herein outlines Agency architecture on the Justride platform (see [Appendix F](#)), monitoring program, the underlying system support services, and the steps that the Masabi Support team will provide in response to any unplanned inaccessibility or outage for the Agency's mobile ticket application.

## DOCUMENT PURPOSE

This document describes the service level guidelines for agencies for the overall monitoring, incident response and escalation protocols employed by Masabi to monitor an Agency's Justride Mobile Ticketing platform

This document outlines the performance measurements for the entire Justride platform, its SDK, and critical path third party providers. It will describe the definitions and terms used to monitor and respond to any performance related issue and escalation protocols should any incident impact the normal operations of the Justride platform.

These guidelines apply solely to an Agency's live production environment and do not cover other applications or environments, which, from time to time, may be made available to the Agency for the purpose of reviewing or testing new features and functionality, or which may be used to demonstrate features during a contracting process.

## INTRODUCTION

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

This document outlines the performance measurements for the entire Justride platform, its SDK, and critical path third party providers. It will describe the definitions and terms used to monitor and respond to any performance related issue and escalation protocols should any incident impact the normal operations of the Justride platform.

These guidelines apply solely to an Agency's live production environment and do not cover other applications or environments such as the UAT environment which, from time to time, may be made available to the Agency for the purpose of reviewing or testing new features and functionality, or which may be used to demonstrate features during a contracting process.

## DEFINITIONS

As used in this incident guidelines, the following capitalized terms will have the meanings defined here. In the event of any conflict between the definitions provided in this Incident Management Guide and those provided elsewhere in the guide, the definitions in this guide will control for purposes of this Incident Management Guide.

- **Dedicated Support & Service**– Masabi has dedicated services and support personnel who are trained for Incident Response Management and who understand the protocols for triage, first response acknowledgement, troubleshooting and problem resolution. Due to the criticality of servicing a solution with high-touch point customer satisfaction and experience, this team is available 365 days a year, 24 hours a day.
- **Escalation**– In addition, Masabi provides escalation and account management processes through a documented prioritization, categorization and resolution program, which is focused on account management and communication in addition to handling the technical resolution, which allows for internal agency communication and understanding.
- **External Service**– Any equipment or service or component being provided by a third party.
- **Formal Review and Reporting**– Formalized Incident Reports are generated for any Incident that affects the level of service as agreed upon between Masabi and the Customer. An Incident Report involves teams across Masabi including IT Operations, Support, Account Management, Engineering, Product Management, Engineering and Quality Assurance.
- **Incident** – An Incident is an unplanned interruption to the Justride service, or reduction in the quality of the service, affecting the Agency or its end user experience. Failure of any item, software or hardware, used in the support of a system is also an Incident, even if the failure has not yet affected or impacted service. For example, the failure of one component of a redundant, high-availability configuration is categorized as an Incident even though it does not interrupt service.
- **Live Status Notifications**– Masabi will notify agencies through the live status page and will display a status per component as well as top-level status calculated based on all affected components: I1 ‘Major Outage’; I2 ‘Partial Outage’; I3 = ‘Service Degradation’; and I4 = ‘Degraded Performance’
- **Logging an Incident**– If an incident should occur, an authorized Agency contact, using an Agency email account, will submit a support request using any of the methods in [Submitting Support Requests](#). If an acknowledgement is not received within 15 minutes, Agency has a secondary means of escalation through the Support IVR
- **Performance Uptime**– In general, outside of scheduled maintenance windows and planned outages (system upgrades), the Agency mobile ticketing platform operates on a 99.95% uptime performance. It was designed to be highly redundant, integrated with elastic load balancing, which can direct traffic to redundant servers in case of a failure or it can increase capacity during high volume processing times. Additionally, it is PCI compliant and it adheres to all agreed upon standards for financial transaction processing.



- **Priority** – Masabi’s Incident Management guidelines stipulate as a standard performance measurement a 4hour resolution for a Priority-1 (P1) incident and an 8hour resolution for a Priority-2 (P2) incident. Interim timeframes are stated for acknowledgement and assignment to provide Customers with an understanding that their issues have been received and are in the process for resolution.
- **Resolution** - An incident is considered resolved when the fix is deployed to production and/or end-users are no longer affected by the incident. For incidents which require App releases, an incident is considered resolved when the release is submitted to the App stores, Apple, Google Play or Testflight or Hockey App. Equally, SDK incidents will be considered resolved when the SDK revision has been updated. It will be assumed that if an app release is required, app releases required to fix P1 incidents will be automatically accepted by the Agency, however, if the agency chooses deployment to UAT prior to production, the incident will be considered resolved when deployed to UAT.
- **Response Time**– Masabi’s Response Time is formulated on a scaled basis determined by the categorization of the Incident Severity, which is measured by the degree of service limitation experienced by the Agency and other hosted customers.

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

- **Scheduled Maintenance**– means maintenance scheduled by Masabi to implement generic or agency specific changes to, or generic or agency specific version updates of, any app, back office system and network (and associated software and hardware configurations) supporting the Justride system.
- **Severity** – Agency’s incident categorization that correlates to Masabi’s Incident Priority. Incidents prioritized as P1 will be assigned a severity of, ‘Critical’; P2 = ‘High’; P3 = ‘Med’; and P4 = ‘Low’
- **Up-Time Performance**- A designation of Justride system performance by key system based on a monthly measurement excluding scheduled maintenance time according to Masabi’s System Maintenance policies.

## ROLES AND RESPONSIBILITIES

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

Details of the designated parties can be found in the **Points of Contact** document ([Appendix F](#)).

### MASABI ROLES & RESPONSIBILITIES

To ensure that Incidents and requests are handled efficiently, Masabi has implemented a two tier support structure that includes both Masabi Support technical leads (typically based in the UK) and Account Support leads (typically based in North America).

#### *Masabi Customer Support*

Masabi Customer Support provides comprehensive customer and technical support during standard business hours via London, UK and New York, USA. Masabi Customer Support is responsible for responding to inbound agency inquiries and tickets, troubleshooting with agency staff and escalating issues to product engineering when required. Masabi Customer Support monitors all inbound support tickets, collects troubleshooting data that is helpful to development and quality assurance, and provides general answers to agency staff on common questions and functionality queries. Masabi Customer Support is supported by Masabi IT Operations Support for round the clock global support and response.

#### *Masabi IT Operations Support*

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

- Contacts Agency in accordance with the Agency escalation contact protocol.
- Acts as a point of escalation for Incidents or ongoing issues.
- Creates an agreed-upon process for updates and notifications during the Incident Time Frame; and oversees the development of the official closing Incident Management Report
- Contacts Agency IT for any requests to implement a system outage necessary to enact a corrective action.
- Provides detailed updates and explanations to the Agency and Account Support, as recorded within the Incident Management Suite, including the Incident Tracking and Monitoring log.
- Collaborates with other secondary-tier engineers to formulate a resolution, temporary fix, or workaround via the raised record within Incident Management Suite.
- Ensures all development related fixes are recorded within the Product Development specific JIRA space.
- Collaborates with other Masabi resources to formulate comprehensive outage reports detailing the root cause, impact and mitigating actions to prevent recurrence.
- If required, attend regular incident review meetings with the Agency. The frequency of meetings will be as agreed per the Agency but shall be at least quarterly.
- Once incidents are resolved, tests and provides confirmation of resolution.



## ***Account Management***

An Account Manager is assigned to each agency upon contract award. The Account Manager is the day-to-day owner of an agency and its contract with Masabi. The Account Manager is responsible for the relationship management and agency satisfaction with Masabi and the Justride platform. Account Management activities include:

- Prime relationship management and contract management with Agency
- Responsible for tactical weekly status reviews with stakeholders
- Collates and distributes performance, financial and service reports.
- Conducts regular stakeholder reviews with the agency for product strategy, account strategy, and customer satisfaction metrics
- Acts as the Agency coordination point for any critical performance or service level disruption
- Reviews financial performance and assists with identification of additional ticketing channels and partnerships with other local agencies.
- Manages ongoing maintenance of the live deployment and coordinates schedules of updates and new feature releases

## **AGENCY ROLES & RESPONSIBILITIES**

To facilitate incident management performance, Masabi requests that an Agency designates specific internal owners of the Justride mobile platform, as recommended below.

### ***Agency Justride Application Owner***

- A designated owner of the Justride platform as known to all agency staff and stakeholders. It is recommended that this person shall have decision making authority for the Justride platform, and release authority for Apps to be submitted to the Apps stores. This role is typically a Director of IT or Fare Collection
- Attends regular service review meetings with Masabi and, if necessary, attends incident review meetings. The frequency of meetings will be as agreed per the Agency but shall be at least quarterly.
- Provides approval for any required outages that affect the system or product necessary to implement a corrective action.
- Acts as a liaison between internal parties and Masabi for inbound and outbound incident reporting and coordination; coordinates internal team communication.
- Notifies internal functions of the status of Masabi services
- Notifies Masabi of any known hardware or operating system changes or updates.

### ***Primary Agency Contact IT Service / Customer Support Desk***

- Responds to the Agency's customer reported issues and submits Support Tickets on Agency behalf to Masabi for investigation and resolution.
- Acts as the single point of escalation for the Agency customer.
- Manages and tracks any raised incidents or requests submitted to Masabi.
- Raises known or discovered incidents through the Masabi Support process
- Provides support to internal functions utilizing Masabi services.
- Provides symptoms, investigatory information and support to the Masabi Support function.
- If required, attends regular incident review meetings with Masabi. The frequency of meetings will be as agreed per the Agency but shall be at least quarterly.



## SYSTEM UPTIME PERFORMANCE

### RETAIL PRODUCT SUITE PRIORITY ASSIGNMENT

Service	Monthly Uptime Percentage
<b>Functionality critical for travel</b>	
Mobile application based ticket purchase	99.95%
Mobile application based ticket retrieval and display	99.95%
Mobile ticket retrieval and display	99.95%
Mobile ticket activation and validation	99.95%
<b>Functionality not critical for travel</b>	
Hub	99.9%
Financial Reports	99.9%
Customer Services User Interface	99.9%

### VALIDATION PRODUCT SUITE PRIORITY ASSIGNMENT

Service	Monthly Uptime Percentage
<b>Ticket Validation Database (TVD)</b>	
Availability of Scan Record data to other applications	99.95%
Record and manage Barcode Ticket Scan Records	99.95%
Distribution of Deny Lists	99.95%
<b>Inspect Handheld application</b>	
Barcode Validation	99.95%
Sync Scan records and Deny Lists with TVD database	99.95%
Gate-line, on-board and spot check mode	99.95%
<b>Functionality not critical for ticket validation</b>	
Raw Data Feed from TVD	99.9%
Hub	99.9%
Customer Services User Interface	99.9%
<b>Validator Scan Performance</b>	
On board validator scan through-put	200,000 max scans per hour based upon moderate load
Scan response	500 mil-sec per scan



## DEFINITION OF AN INCIDENT

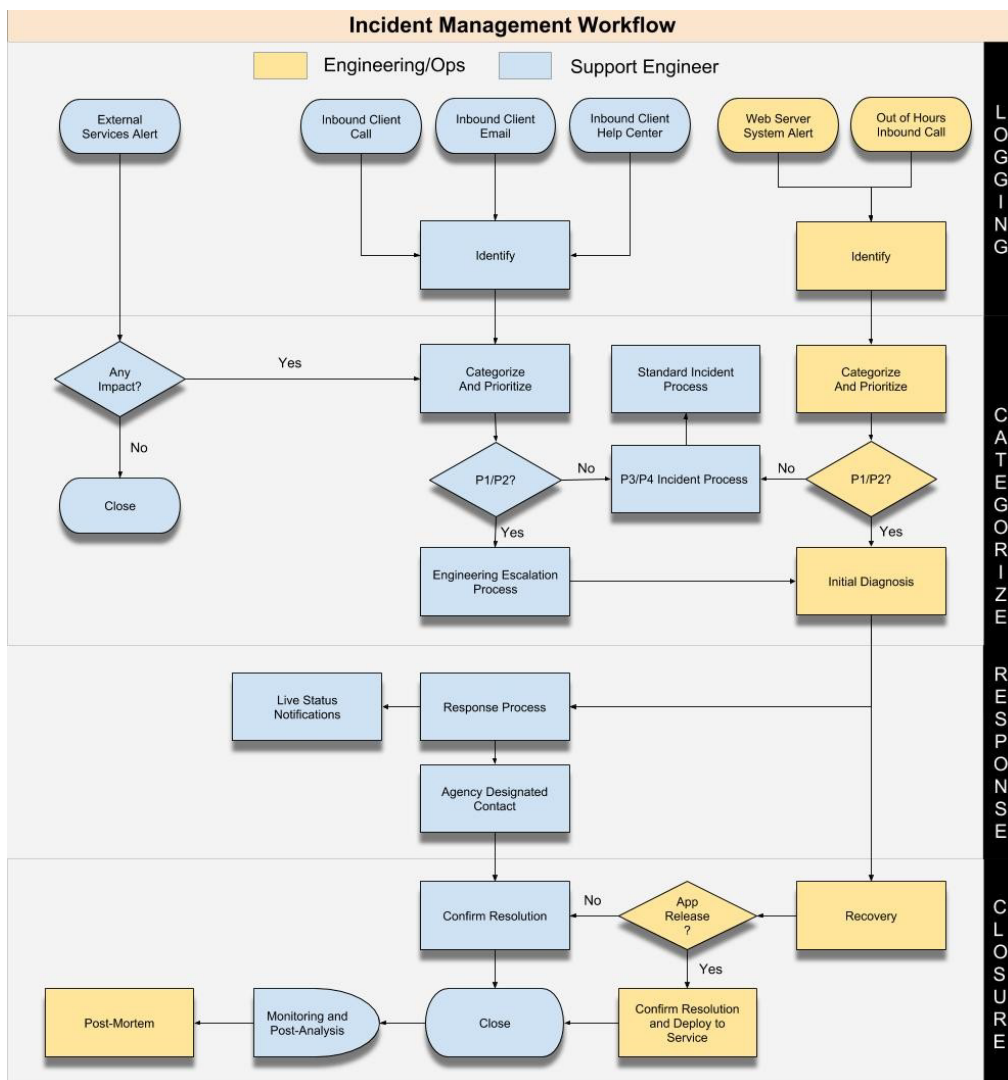
An Incident is an unplanned interruption to the Justride service, or reduction in the quality of the service, affecting the Agency or its end-user experience. Failure of any item, software or hardware, used in the support of a system is also an Incident, even if the failure has not yet affected or impacted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

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

## INCIDENT LOGGING & CATEGORIZATION PROCESS

### Overview

The priority and severity of an Incident are assigned during an initial triage as displayed in the 'General Process Flow Diagram' figure below.



*General Process Flow Diagram*



The above defined process flow handles all levels of Priority Status (P1 through P4). In most cases, Incidents rated as P3 & P4 do not apply to core or support systems with high business impact such as the ability to purchase, store, validate and activate tickets. For P3 and P4 incidents, a general workaround is known and can be applied with a change to behavior and/or the incident is isolated to one or a very small proportion of end-users. P3 and P4 incidents will be tracked and monitored in an Incident Tracking and Monitoring log; P1 and P2 incidents are logged here if, and only if, there are no short-term resolutions available.

## Incident Notification Types

There are three channels for Acknowledging Incidents: email or phone call.

Notification Type	Frequency	Details
Live Status Page (recommended)	All P1-P2 Incidents	All subscribers to this service will be notified when a P1 or P2 incident occurs.
Email	Every P1- P4 incident	An email will be sent to the original submitter of the ticket. Support can request that an email is automatically cc'ed to any contacts listed in <a href="#">Appendix F</a>
Phone Call	For inbound reporting of every P1-P4 incident	Scheduled conference calls for group communication and follow up on Incidents with agencies.

## Incident Logging and Categorization

### **If Masabi Identifies a P1 or P2 Incident**

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

- 1) Test the Service
  - a) Is it available?
  - b) Is it potentially a system-wide outage?
  - c) Are key services responding?
  - d) Can a ticket be purchased?
  - e) Does redeploying service resolve issues?
- 2) Escalate
  - a) Use instant internal messaging systems at Masabi to seek escalation and resolution guidance.
  - b) Inform Masabi Account Services who will:
    - i) Inform Agency Point of Contact(s) refer to [Appendix F](#)
    - ii) Keep Agency Point of Contact Informed via email refer to [Appendix F](#)
  - c) Initiate Technical Escalation Process
    - i) Functional Experts:



- (1) Retail - Engineering (on-call)
  - (2) Inspect - Engineering (on-call)
  - (3) Hub - Engineering (on-call)
  - (4) SDK - Engineering (on-call)
  - (5) Hardware- Engineering (on-call)
- ii) VP of Engineering
  - iii) CTO

### ***If Agency Identifies a P1 or P2 Incident***

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

- Report the incident via any of channels recommended in Masabi's Support guide for agencies confirming the system or product, the symptoms experienced and where possible the quantity of users affected. Important: emails should be sent from an official Agency email account to validate the inbound request.
- If an acknowledgement of the email is not received within 15 minutes, the Agency should call Masabi Support via the Support IVR provided in [Appendix F](#). An on-call member of the Masabi Support team will be alerted following the P1 or P2 alerting channels.
- Agency will follow its contact protocol to notify the affected operational areas.
- Once the issue has been communicated to Masabi, by email, Masabi's Support Management Suite will automatically create an Incident ticket, corresponding ITN, Incident Record, and alert the necessary Masabi Support staff. The incident notification will contain the information that the Agency has provided, an ITN, and notes from Masabi Support once triage has commenced. If the incident is communicated by phone, the support representative will create an incident ticket with corresponding ITN, Incident Record.

### ***For All P1 and P2 Incidents***

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

## **INCIDENT CATEGORIZATION**

Once initial logging is complete, Masabi Support or the on-call engineer will categorize the Incident and define the impact level. Categorization of the incident is a factor in determining the prioritization, the level of effort required for the Incident Resolution and response plan

The table below represents the Incident Categorizations.

Incident Category	Description
Customer Retail App Incident	Customer application not available to end-users.



SDK Incident	Ticket purchasing via the SDK service is unable to provision new tickets
Hub Incident	Outage that affects the Hub backoffice but no customer-facing components.
Validation Incident	Affects the Inspect app, handheld validation, onboard validators or gate kits. Please refer to the Hardware policy for more information on custom hardware integrations. Affects the Inspect app and electronic validation.
Payment Incident	Outage that prevents purchases and/or refunds, but does not impact activations, Hub, etc.
Digital Wallet Incident	Purchases of new tickets using a digital wallet e.g. Apple Pay are unable to complete purchases
Ticket Usage Incident	Accessibility or outage which affects prior ticket purchases or activation which affect a widespread customer base (e.g. not a user error on a single ticket activation).
Full System Outage	No system components available to agency staff or end users.
Platform Degradation	Justride system components remain operational but below expected performance thresholds or time-outs exceed standard expected levels
External Services Incident	Includes external outages affecting Rider actions such as Ticket payments, email receipts, Masbai will always provide an advisory notification and Priority Level. Where Masabi manages the relationship (MPGS, Mandrill and Chase Paymentech), Masabi engineering will work diligently with the service provider to resolve all incidents.
Uncategorized Defect	Any other anomaly that is not classified in one of the above.

## INCIDENT PRIORITIZATION

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

Support or the on-call engineer will perform an impact analysis on the Incident and define an Incident response plan, following which, Masabi Support will contact the Agency through the original submitter of the ticket or contacts as listed in the [Appendix F](#). Additionally, if P1 or P2, all agency subscribers will be notified via the Live Status service. The support request or alert will also have an Incident Categorization assigned, as per the categories stated above.

In order to assess a P1 or P2 priority level, during Masabi triage, it is expected that the reported incident is reproducible and to have received multiple occurrences of the same reported incident; e.g., verification of a single payment failure that is not due to insufficient funds or typos in credit card details. If an incident is not reproducible, there are an isolated number of reports or only impacts support or minor systems, the incident should be classified as P3.

In order to define level of impact, Masabi will measure the data in the present and compare it to the same measurement in a comparable period of time in the past, for example, 30% total transactions have failed between 9:00-10:00AM UTC at the beginning of the month versus 0% transactions failed at the beginning of the previous month. If a live incident occurs during a non-peak period such as 3:00am and an incident may potentially affect 4 users out of 5 (85%), I4 will be applied.



## Impact Values

- I1 – “Service” affected for more than 5% of criteria for analysis (users/payments/events)
- I2 – “Service” affected for less than 5% of criteria used for analysis (users/payments/events) but more than 1%
- I3 – “Service” affected for less than 1% of criteria used for analysis (users/payments/events)
- I4 - “Service” issue isolated to one or a very small proportion of criteria used for analysis (users/payments/events). However functionality may remain with a workaround.

## System Definitions

Masabi looks at the area of the Justride platform and its components in addressing the Priority and Impact level. The following are the categories with examples of the functions Masabi uses for priority assignment:

- **Core Functions-** Ticket Validation, Purchases, Scanning Share
- **Support Functions-** Financial Data,, Data access e.g. TVD, Assets, reports, Hub CS Primary functions
- **Minor Functions-** UI, Analytics, Reports, Hub Non-revenue related actions
- **External Services-** Any third party services managed or monitored by Masabi.

\*Hub CS Primary functions includes Customer search, Customer Blocking/Unblocking, Refunds

For a detailed priority classification table, please refer to the Appendix C(2).

## Priority Assignment

Below is the priority assignment criteria that Masabi and the Agency use to classify priority of an Incident:

	Core Systems	Support Systems	Minor Systems
I1 – “Service” affected for more than 5% of criteria for analysis (users/payments/events)	P1	P2	P3
I2 – “Service” affected for less than 5% of criteria used for analysis (users/payments/events) but more than 1%	P1	P2	P3
I3 – “Service” affected for less than 1% of criteria used for analysis (users/payments/events) or service disruption is intermittent	P2	P3	P4
I4 - “Service” issue isolated to one or a very small proportion of criteria used for analysis (users/payments/events) or functionality may remain with a workaround.	P3	P3	P4

## Target Response Times

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

Masabi Priority	Acknowledgement	Prioritization/ Categorization	Guaranteed Response	Escalation/ Assignment ****	Resolution*
-----------------	-----------------	--------------------------------	---------------------	-----------------------------	-------------



P1	15 Minutes	25 Minutes	< 60 Minutes	30 Minutes	4 Hours
P2	15 Minutes	60 Minutes	< 4 Hours	60 Minutes	8 Hours
P3	15 Minutes	24 Hours	< 12 Hours	1 Business Day	As Defined**
P4	15 Minutes	24 Hours	< 24 Hours	3 Business Days	As Scheduled**

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

(\*\*) As defined by the resolution plan agreed between Masabi and the Agency. Masabi will provide a working plan for a P3 incident which provides a timeline within 5 working days of the escalation and assignment. Total resolution time is based upon a number of factors that will be negotiated in good faith with an agency e.g. assigned to a specific app release on specific future schedule, providing an alternative workaround, and prioritization of development resources.

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

(\*\*\*\*) Incident response plans (aka, corrective action plans) are determined based on the assigned priorities and severities. The assigned priority dictates the time by which Masabi will provide the Agency with the details of their planned corrective actions. For example, "Priority" (P) P1 issues are responded to within a guaranteed response of <60 minutes.

## QUICK REFERENCE PRIORITY ASSIGNMENT EXAMPLES

The following is a matrix providing a quick reference to help define priority levels for the most common categories

Critical - P1	Urgent - P2	Normal - P3	Low - P4
Resolution: 4 hours Guaranteed Response : <60 mins	Resolution: 8 hours Guaranteed Response <4 hrs	Resolution: As Defined Guaranteed Response :<12 hrs	Resolution: As planned Guaranteed Response : <24hrs
Example Scenarios			
<ul style="list-style-type: none"> <li>Tickets cannot be purchased or validated for high % of customers</li> <li>Outage on all systems</li> <li>Scanned Tickets not syncing on DB</li> </ul>	<ul style="list-style-type: none"> <li>Tickets cannot be purchased or validated for low % of customers</li> <li>Hub site down affecting primary CS functions i.e. refunds</li> </ul>	<ul style="list-style-type: none"> <li>Tickets cannot be purchased by a handful of customers</li> <li>Can't download financial report</li> <li>Unable to send receipt</li> <li>Unable to view In-App Help Section</li> </ul>	<ul style="list-style-type: none"> <li>Minor cosmetic issue</li> <li>Hub dashboard has data errors</li> <li>Unable to download validation report</li> <li>Cannot pay using digital wallet (must enter card details)</li> </ul>



# INCIDENT ESCALATION

## OVERVIEW

Masabi provides an Incident Management Process that offers 24/7 coverage 365 days a year. Masabi has the primary goal of triaging, investigating, developing corrective action plans, and resolving Incidents, in accordance with stated service level agreements (SLAs). To ensure that Incidents and support requests are handled efficiently, Masabi has a Support and Incident escalation management program which quickly addresses high priority issues (P-1P2), while also providing more generalized support ticket response management (P3-P4 and other general inquiries).

## RESPONSE PROCESS

Any Agency support requests should be raised through the proposed channels (listed in [Appendix F](#)) by Agency's authorized contacts. If the incident is perceived as a P1/P2, please call the support IVR or send an email to [criticalsupport@masabi.com](mailto:criticalsupport@masabi.com). Receipt of this email will trigger the Incident handling and tracking mechanisms to ensure a support engineer is assigned to triage and address the support request. Similarly, when Masabi's automated monitoring systems indicate a possible system outage; this will trigger the Incident handling and tracking mechanisms to assign a support engineer, too. If the Agency has not received an acknowledgement within 15 minutes of emailing the Masabi Support email address, the Agency should call the support number listed in [Appendix F](#) of this document or the Masabi Help Center. Additionally, in either case, once the Incident Priority and Category have been established, the Agency escalation contact protocol should be followed to allow the Agency to inform the affected operational departments quickly.

## INCIDENTS RESOLVED BY RELEASE

These Incident Response Guidelines apply as much as Masabi are in control of deployment/release of the service. For example, Masabi is unable to provide guarantees for App store approvals and release times as they are in the hands of Apple and Google respectively.

## INCIDENT TRACKING AND MONITORING

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

## INCIDENT CLOSURE

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

- When the incident has been resolved, the incident record will be updated, and the Agency will be notified.
- Upon resolution and closure, the incident will be reviewed by the Masabi Support function. The incident will then feature within Masabi's reporting system, should the nature of the incident



appear within a trend; the incident will form a record within Masabi's Problem Management Process, leading to consideration for further enhancement to the product or system.

- If any downtime or system outage is encountered a full report will be provided to the Agency within 10 (ten) Business Days; detailing the root cause, steps taken to resolve, and measures

implemented to deter a repeat occurrence. Time to develop the full Incident Report is determined by the severity of the problem and the level of investigation, if development is required, and platform wide impact. The Incident Report is the official recording of the Incident Management Process and Resolution; however, it is not the only communication during an incident timeline. During an incident, customers can expect to receive frequent updates on the cause, steps being taken in the troubleshooting process, updates on new information that may affect the outcome and standard stakeholder briefings. Masabi will work collaboratively to define the interval of communication best suited to the incident category and prioritization. For P1 and P2 category events, Masabi will communicate updates in 30 minute intervals.



## APPENDIX C 2)- INCIDENT MONITORING PRIORITY CLASSIFICATIONS

### SYSTEMS DEFINITIONS MATRIX

The following is a non-exhaustive list used priority assignment which is provided for information purposes. Masabi reserves the right to modify this table. For any assignments which are not covered, please contact the Support team. This is provided for informational purposes. Masabi reserves the right to modify this table.

Incident Category	Core Services	Support Services	Minor Services
Retail (Mobile)	Login & Access Ticket Purchase with each payment method Ticket Retrieval & Display Ticket Activation & Validation	Ticket Refunds User Verification (no guest accounts) Ticket Purchase with Saved Cards	External Links User Verification (guest accounts) UI anomaly
Retail (Web Portal)	Login & Access Ticket Purchase with each payment method Download Paper Ticket Account Setup Web-Mobile sync	Manage Customer Account Ticket Purchase with Saved Cards	User Interface Profile FAQs access Download Receipts
SDK / API	Ticket Provisioning Ticket Purchase Ticket Retrieval & Display Account Authentication	N/A	User Interface
Hub	Machine Login (validation affected) Asset Management	Financial Reports Machine Login Management Tariff configuration Entitlement Provisions Access and Login Customer Services Search Customer Refunds	Data extracts download Analytics Dashboard Availability Pattern Fraud Detection (If included)
Validation (Mobile)	Ticket Validation Validation data sync (scans/deny/block lists)	Authentication Watermarking Record and manage Barcode Ticket Scan Records Ticket Scan Actions	Metadata User Interface Preferences
Validation (Fixed)	Ticket Validation Validation data sync (scans/deny/block lists) Gates & Spot checks	Authentication Watermarking Passback Control Record and manage Barcode Ticket Scan Records	Metadata User Interface
Payments (Internal)	Payment Processing	N/A	N/A
Full System Outage	All Services	N/A	N/A
External Services	Payment Processing via PSP	Email Notifications Email Receipts	Zendesk AWS SQS



		AWS S3	
Uncategorized Defect	Any uncategorized defect	Any uncategorized defect	Any uncategorized defect

## APPENDIX D – MASABI HARDWARE RMA PROCEDURE FOR JUSTRIDE VALIDATORS

**NOT USED – SEE SEPARATE HARDWARE WARRANTY DOCUMENT AT SCHEDULE 5 OF THE CONTRACTOR’S SAAS & VALIDATOR TERMS**



## APPENDIX F – POINTS OF CONTACT

All agencies will be provided with the following point of contact for their account as shown:

### AGENCY SUPPORT

Title:	Support Contacts
Standard Support Email	support@masabi.com
Critical Support Email	criticalsupport@masabi.com
UK Phone(Local)*	+44 (203) 750 9812 (Critical Support Option # 1 & 1)
US Phone (Local)*	+1 (917) 810-7644 (Critical Support Option # 1 & 1)
US Phone (Tol-IFree)	+1 (800) 290-8851 (Critical Support Option # 1 & 1)

### RIDER/PASSENGER SUPPORT

If you have contracted Masabi to provide 1st line support to your riders/passengers, the contact details for your riders are:

Title:	Justride Rider/Passenger
Support Email	help@justride.com
Phone:	+1 (646) 836-9165 (Voicemail only)

### ACCOUNT SUPPORT

Title:	xxxx
Email:	
Phone:	

Title:	xxxx
Email:	
Phone:	



## **Management Contacts**

Your initial contact for logging a new request is with Masabi Support, whether by telephone, email or online form.

In the event that you are not satisfied with the level of support, you may escalate a given request to any of the levels described here:

- Account Manager
- Project Manager
- Support Manager
- VP of Global Services

To escalate an issue, please email Masabi Support and ask to speak to one of the above representatives. Direct contact details can be provided on request for the Support Manager or VP of Global Service

## **Agency– Example of Points of Contact**

An agency shall submit to Masabi an Agency Point of Contact as shown

### **Primary Agency Contact**

Title:	Agency – e.g, IT Support
Email (3 service desks):	
Phone:	

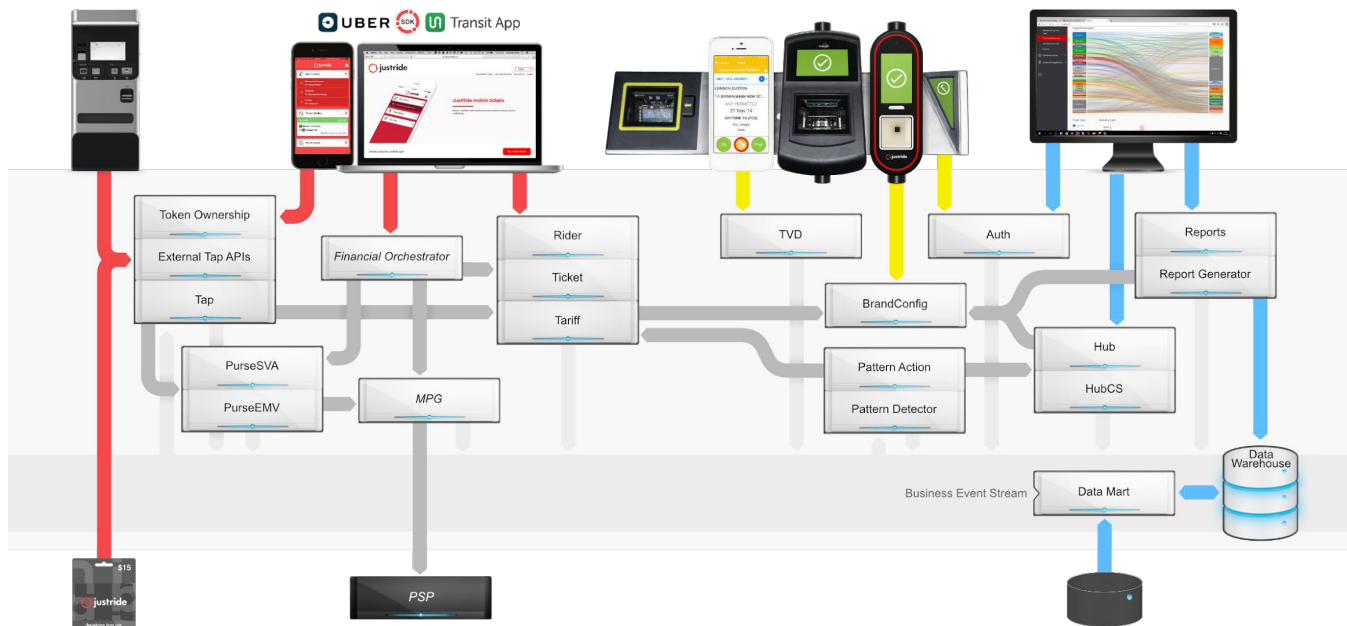
### **Secondary/ Additional Contact–**

Title:	Agency – Secondary Contact
Phone:	

# APPENDIX G– SYSTEM ARCHITECTURE & PERFORMANCE

## AGENCY SYSTEM ARCHITECTURE

The Agency mobile ticketing platform comprises several components operating on an AWS hosted service for maximum scale and redundancy.



*Agency Ticketing System Architecture Diagram*

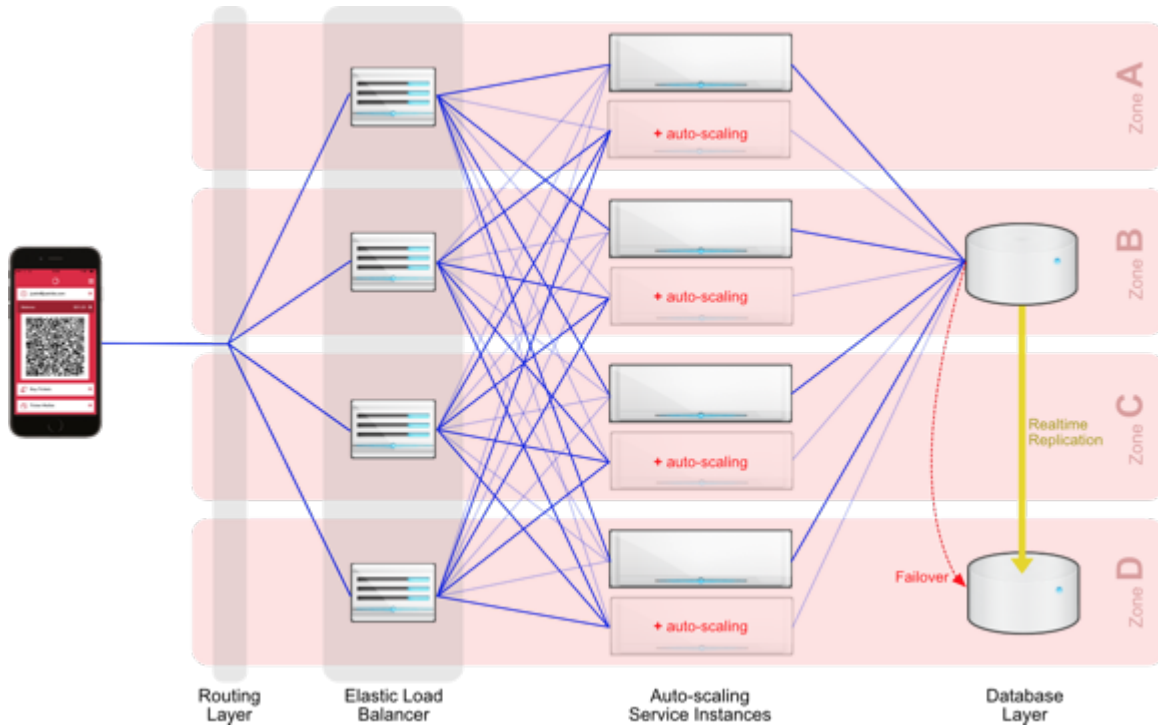
## SYSTEM RESILIENCY AND UPTIME

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

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

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

The diagram below explains both the redundancy across discrete zones for an individual service, and the ability to auto-scale to meet demand:



**Diagram of Masabi AWS architecture for system resiliency**

Uptime is tracked for SLA conformance using Pingdom, an independent 3rd party tool that calls health checks on each service from multiple geographical locations around the world every minute. Alerts are sent to the 24/7 support team if any health check fails, for immediate attention.

Uptime is tracked for SLA conformance using Pingdom, an independent 3rd party tool that calls health checks on each service from multiple geographical locations around the world every minute. Alerts are sent to the 24/7 support team if any health check fails, for immediate attention.

#### Key Benefits of an AWS Hosting Environment as Configured Include:

- Continuously updated as hardware improves.
- Load balancer with built-in redundancy, automatically coping with the loss of a datacenter while continuing to serve traffic.
- Enables horizontal auto-scaling up to cope with demand, and down when not required.
- Auto-scaling also enables self-healing, recreating a new server if one locks up.
- Hosts Agency eTix's core MySQL databases, which are automatically backed up.
- Automatic failover and multi data center redundancy.
- Upgrades power and memory quickly if scaling is an issue.
- Can rapidly create complete DB snapshots for offline tasks without affecting live service.
- Simple scalable storage system used for a range of tasks inside the platform.



## PERFORMANCE AGREEMENT BETWEEN AWS™ AND MASABI

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

### *Amazon Web Services (AWS™)*

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

### **AWS Response Time**

At minimum, any and all requests provided by Masabi will be responded to within 60 minutes by an AWS Cloud Support Developer. In addition, there are unlimited incident reporting capabilities under the support agreement between Masabi and AWS. After the initial “Response”, all incidents will follow the Incident Categorization and Prioritization as outlined in this document.

## THIRD PARTIES SERVICES INCORPORATED INTO THE AGENCY MOBILE PLATFORM

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

### *Apple Application Repository (iTunes Store™)*

- Provision of a publicly accessible mobile application repository
- Provision of a strict iOS compatibility and approval process for application submissions

### *Google Application Repository (Google Play Store™)*

- Provision of a publicly accessible mobile application repository
- Provision of a strict Android compatibility and approval process for application submissions

### **Payment Gateway/Merchant Acquirer Services**

MPGS/Braintree/Chase payment services

- Provision of MasterCard / Visa Credit or Debit card payment settlement
- Provision of payment refund services
- Provision of global payments processing capabilities
- Provision of fraud detection services

### **Braintree Payments Settlement Service**

- Provision of MasterCard / Visa Credit or Debit card payment settlement
- Provision of payment refund services
- Provision of global payments processing capabilities



- Provision of fraud detection services

### ***Customer Defined Payments Settlement Service (e.g. Chasepayment, PayEezy etc.)***

Customers may opt to use alternative payment services with payment gateways/merchant acquirer services other than bundled services as provided by Masabi.

- Provision of Credit or Debit card payment settlement
- Provision of payment refund services
- Provision of global payments processing capabilities
- Provision of fraud detection services

If the Agency opts to use alternative payment services other than bundled services provided by Masabi, where possible, Masabi will send out an advisory notification to alert you of any potential impact to the Masabi platform. The Agency will ultimately bear responsibility for contacting the third party service in all events.

## **INCIDENT MONITORING**

Masabi monitors the health of the Agency system via web server performance management solutions, which easily integrate into the AWS cloud services to monitor server performance and availability. The service is live-monitored using a full suite of tools including AWS Cloudwatch (with capacity alarms), AlertLogic, LogEntries triggers and other similar technologies. These events all flow through notification services to the Customer Support Team and Operations teams, as is appropriate to the event.

Additionally, there is live monitoring using visible dashboards in the offices (allowing human glance pattern change recognition) and regular manual review of capacity, costs, and system behaviors for diagnosing potential resource constraints and/or unexpected changes in behavior.

## **LIVE STATUS PAGE AND AGENCY NOTIFICATIONS**

Masabi's monitoring and alerting tools monitor its services and hardware 24/7. When an incident occurs, Masabi will complete an initial triage. If an incident is deemed of a critical or urgent nature, Masabi will communicate the status of its systems or infrastructure through Statuspage.

Scheduled maintenance notifications are also sent through the Live Status Page. Scheduled maintenance is displayed right on the page

Incidents are prominently displayed at the top of the page for agencies to see when they log-in and they have easy access to subscribe to further updates via email or SMS.

## **MONITORING & ALERTING TOOLS**

### ***StackDriver2***

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

### ***PagerDuty***

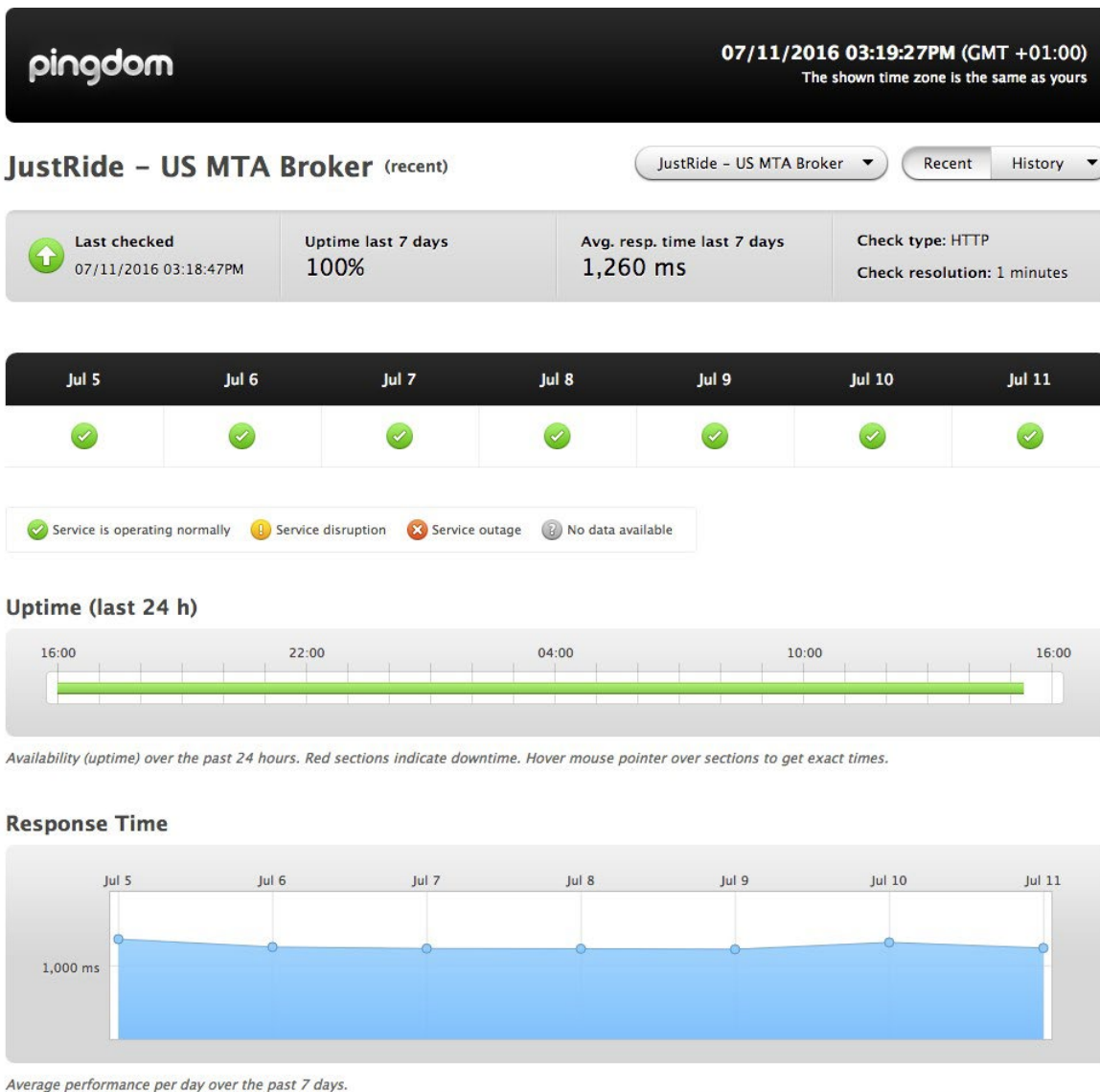
- 24/7 Masabi Support operations are contacted using PagerDuty alerting, which integrates cleanly into AWS.

## LogEntries

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

## Pingdom Health Checks

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



**An example of uptime monitoring alerts**



**07/12/2016 11:03:45AM (GMT +01:00)**  
The shown time zone is the same as yours

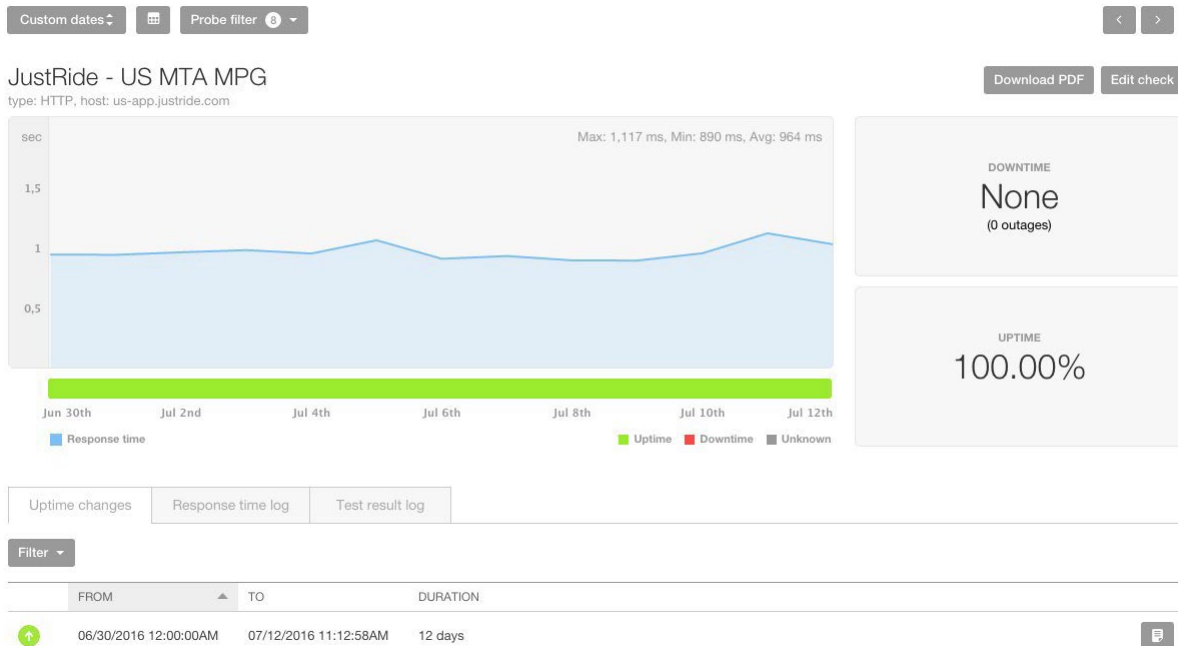
## Overview

Name ▲	Jul 6	Jul 7	Jul 8	Jul 9	Jul 10	Jul 11	Jul 12
↑ <a href="#">JustRide - US MTA Broker</a>	✓	✓	✓	✓	✓	✓	✓
↑ <a href="#">JustRide - US MTA MPG</a>	✓	✓	✓	✓	✓	✓	✓

✓ Service is operating normally
 ! Service disruption
 ✗ Service outage
 ? No data available

Uptime monitoring provided by [Pingdom](#)
[Get your free account](#) and monitor your uptime

### An example server availability report.



### An example of uptime monitoring alerts

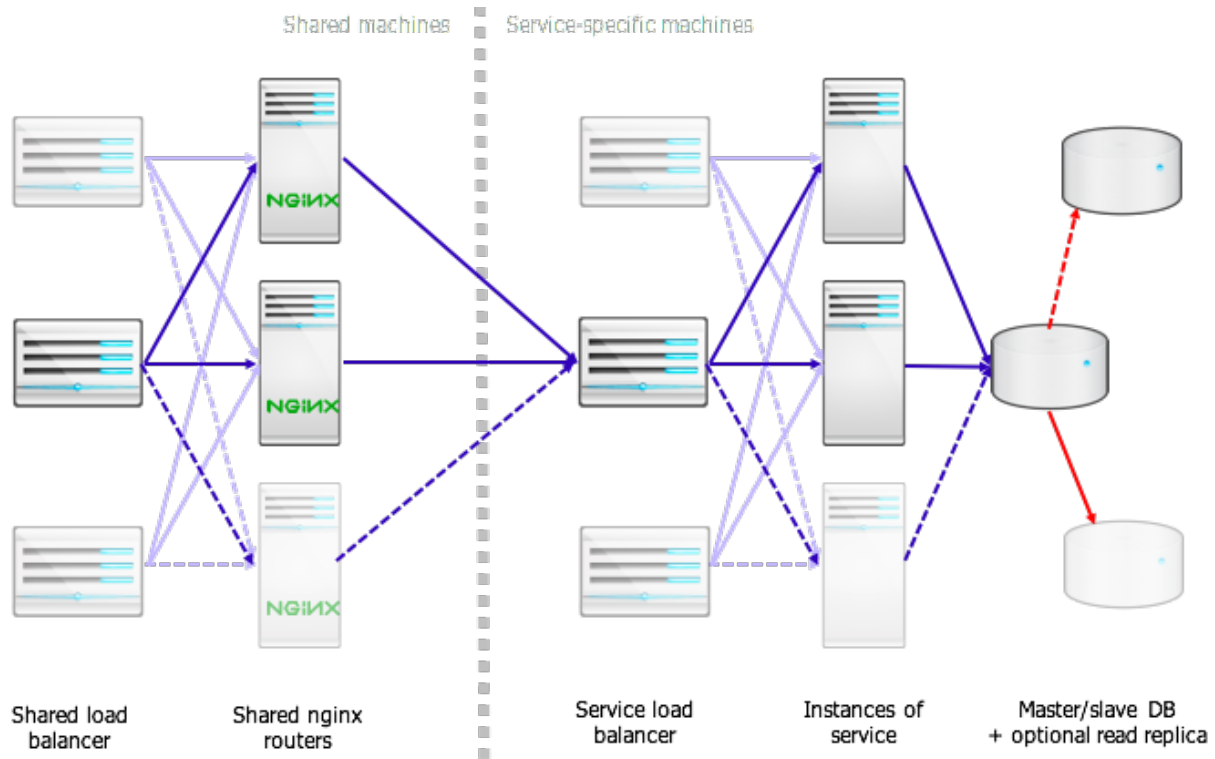
## PERFORMANCE MONITORING

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

The service is monitored using StackDriver and New Relic third party tools, helping alert Masabi Support to live issues and helping Masabi rapidly diagnose any problems or automate provisioning of additional

servers. Extensive performance testing is carried out on major releases to ensure that response times and capacity have not been impaired by changes.

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



## APPENDIX H – DISASTER RECOVERY PLAN

### MASABI DISASTER RECOVERY STRATEGY

#### Where is Masabi present:



#### Current Masabi AWS Region deployment:

- UW2- US West 2- Oregon- North American clients
- EW1- EU West 1- Ireland - European clients
- EW2- EU West 2- London - Secondary VPN entry point
- EC1- EU Central 1- Frankfurt - Backups / DR Site
- AS1- Asia Pacific1 - Singapore- Asian clients
- AS2- Asia Pacific 2- Sydney- Australian clients

#### Summary of current strategy:

All Masabi services are deployed to multiple availability zones (AZ's). Availability Zones are designed for physical redundancy and provide resilience, enabling uninterrupted performance, even in the event of power outages, Internet downtime, floods, and other natural disasters. This means if one of the AWS 'locations' within a region were to be taken offline, Masabi services could continue to operate as normal. This holds true for server instances and database backends.

AWS builds its data centers in multiple geographic Regions as well as across multiple AZs within each Region. Each Region is isolated from the others. And AWS AZs are true AZs: completely separate buildings kilometers apart for complete redundancy.

Also automatic daily database backups of all production databases are taken, these backups are kept for 7 days.

Regular snapshots are taken of all data to a separate AWS account, which has limited login access to ensure it can be recovered should the account be compromised.



If an entire AWS region was taken offline (meaning the complete loss of 3 physically separate availabilityzones) Masabi would bring that production stack up within the secondary AWS account using automatedprovisioning tools. This process would take approximately half a day to complete.

***What can the current plan mitigate against:***

- AZ Failure- TTR- 2-3 minutes (time take to automatically failover to standby database)
- Malicious damage to main production account TTR- 1 day
- Data loss or corruption- Daily DB backups kept for 7 days

**End of Document**