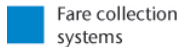
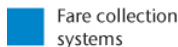


THE UTAH TRANSIT AUTHORITY	
CONTRACT #22-03566 NEXTGEN ELECTRONIC FARE COLLECTION SYSTEM CHANGE ORDER # 8 AMEND AND RESTATE CONTRACT EXHIBIT B- PRICING, ALONG WITH OTHER CLARIFICATIONS	
Utah Transit Authority ("UTA") Attention: UTA Fares Director 669 W. 200 South Salt Lake City, UT 84101	Scheidt & Bachmann USA, Inc. ("Contractor") 1001 Pawtucket Boulevard Lowell, MA 01854
S&B Contract No.: SF006606	CO No.: 8
<input checked="" type="checkbox"/> Change in scope <input type="checkbox"/> Follow-up order <input type="checkbox"/> Schedule change Initiated by: <input checked="" type="checkbox"/> Customer	<input type="checkbox"/> Change in operational scope <input type="checkbox"/> Additional Requirement <input type="checkbox"/> <input type="checkbox"/> Contractor
1. Change Order Description:	
<p>The UTA and Contractor have previously entered the Contract # 22-03566 NextGen Electronic Fare Collection System on July 12, 2022. ("Contract"). Together, the UTA and the Contractor are referred to as the Parties.</p> <p>This Change Order #8 ("CO #8") is executed by the Parties, amending the Contract by describing the obligations of the Parties as they relate to building, testing, installation & commissioning, and maintenance of an additional one-hundred and forty-two (142) onboard validators ("OV 41 Field Device(s)"), complete with all necessary components required to implement the UTA's tariff and business rules that are currently deployed to the UTA's fleet of OV 41s delivered by the Contractor to the UTA as part of the Contractor Supplied FCS. The Parties acknowledge and agree to the following:</p> <ol style="list-style-type: none"> 1. The Parties agree that the services of this CO #8 are distinct and separate from the deliverables of Contract Phases 1-4, in all manner and form, including but not limited to the Exhibit B Pricing; 2. The Parties acknowledge that a project schedule is not included with this CO #8 however, the Parties will mutually agree to a project schedule no later than sixty (60) days from the date of the last signature affixed to this CO #8 ("Project Schedule"); 3. The Parties agree that the OV 41 Field Devices will be built at the Contractor's facilities, in accordance with the mutually agreed OV 41 hardware and software specifications that were delivered as part of Phase 2 of the Contract and are in effect as of the date of last signature of this CO #8. ("OV 41 Specifications"). Accordingly, there are no design and approval services for the OV 41 Field Device required under this CO #8, nor are there any requirements for the Contractor to provide updated OV 41 Specifications. Notwithstanding the foregoing, if the Parties mutually agree to modifications of the OV 41 Specifications after the date of last signature on of this CO #8, then the Parties will include the effort to modify the OV 41 Field Devices delivered under this CO #8 in the Change Order capturing such modifications; 	



THE UTAH TRANSIT AUTHORITY	
CONTRACT #22-03566 NEXTGEN ELECTRONIC FARE COLLECTION SYSTEM CHANGE ORDER # 8 AMEND AND RESTATE CONTRACT EXHIBIT B- PRICING, ALONG WITH OTHER CLARIFICATIONS	
Utah Transit Authority ("UTA") Attention: UTA Fares Director 669 W. 200 South Salt Lake City, UT 84101	Scheidt & Bachmann USA, Inc. ("Contractor") 1001 Pawtucket Boulevard Lowell, MA 01854
S&B Contract No.: SF006606	CO No.: 8
<ol style="list-style-type: none"> 4. Thereafter, the Contractor will perform installation and commissioning of the OV 41 Field Devices in accordance with the test and initialization procedures the Parties mutually agreed to as part of the installation of the Phase 2 OV 41 Field Devices ("Installation Commissioning"); 5. For the Contractor to meet the Project Schedule for Installation Commissioning, the UTA will provide full access to its facilities and vehicle on the dates defined in the Project Schedule. ("Vehicle Access"); 6. If the UTA does not provide Vehicle Access in accordance with the Project Schedule, then the Contractor will not be required to complete Installation Commissioning services on that day. ("Delayed Installation Commissioning"). In the event of Delayed Installation Commissioning, the Contractor and the UTA will mutually agree to a new date for Installation Commissioning, and the Contractor may charge the UTA for the "make-up" Installation Commissioning Services ("Additional Installation Commissioning Pricing"). The Contractor will submit a Change Order for the Additional Installation Commissioning Pricing and may submit an Invoice to the UTA that describes the date and total number of OV 41s subject to the Additional Installation Commissioning Pricing; 7. The Parties agree that all OV 41 Field Devices will undergo Installation Commissioning in accordance with the Project Schedule. However, if any OV 41 Field Device does not undergo Installation Commissioning in accordance with the Project Schedule for any reason which is not caused by the Contractor, then the UTA will store such OV 41 Field Device(s) until it notifies the Contractor that it should undertake Installation Commissioning activities, which will be done in accordance with the Pricing of this CO #8 ("Deferred Installation Commissioning"). Notwithstanding the foregoing, if a Deferred Installation Commissioning is scheduled beyond April 30, 2026, the Parties agree that these Services are subject to mutually agreed upon reasonable increases to the Pricing to account for increased materials and labor costs to provide the Services, such Pricing subject to Subcontractor increased pricing and cumulative, annual CPI increases from April 30, 2026, forward; 8. On the day of a particular OV 41's Installation Commissioning, Contractor will deinstall the UTA's legacy onboard validators ("Legacy Validator(s)") prior to the installation of the OV 41 Field Device. ("Deinstallation Services"). If, during the Deinstallation Services, the Contractor notes that the removal of a Legacy Validator has created a condition that would make the Installation Commissioning services more difficult than could have been reasonably anticipated by the Parties or that the area where the Legacy Validator was positioned requires repair, then the Contractor will notify the UTA of such condition ("Changed Condition"). 	



THE UTAH TRANSIT AUTHORITY

CONTRACT #22-03566 NEXTGEN ELECTRONIC FARE COLLECTION SYSTEM

CHANGE ORDER # 8

AMEND AND RESTATE CONTRACT EXHIBIT B- PRICING, ALONG WITH OTHER CLARIFICATIONS

Utah Transit Authority ("UTA")
Attention: UTA Fares Director

669 W. 200 South
Salt Lake City, UT 84101

**Scheidt & Bachmann USA, Inc.
("Contractor")**

1001 Pawtucket Boulevard
Lowell, MA 01854

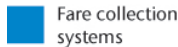
S&B

Contract No.:
SF006606

CO No.: 8

The UTA will be fully responsible for any repairs to the Changed Condition prior to the Contractor's performance of Installation Commissioning for the OV|41 Field Device that is intended to be installed in that location. Notwithstanding the foregoing, if the Contractor bears responsibility for the Changed Condition, then it will bear the cost of bringing the Changed Condition into a state of repair that will enable it to complete its Installation Commissioning however, the Contractor's will not be responsible for such repairs if its Deinstallation Services were performed in a reasonable and prudent manner as it would be expected to perform. For example, if a Legacy Validator is rusted in its spot and the Contractor must use extensive actions to remove the device, such actions will not be considered as the Contractor being responsible for the Changed Condition;

9. The Contractor will place the deinstalled Legacy Validator in a location (as directed by the UTA) in the same UTA facility that the Deinstallation Services have been completed;
10. The Parties acknowledge and agree that the Contractor's Installation Commissioning services do not include Contractor responsibilities for the installation and / or provisioning of any network communication, power, and / or other wiring on the UTA's vehicles to enable the OV|41 Field Device to connect to the Back Office, and the UTA will be fully responsible for their provision. ("UTA Infrastructure"). The Contractor will provide the cables to connect the OV|41 Field Device to the UTA Infrastructure, in addition to the drilling templates and mounting kits required to affix the OV|41's to the UTA's vehicles. Additionally, to keep installations uniform across the UTA's vehicle fleet, the UTA will continue to provide an additional mounting bracket that has been designed by the UTA that will be used in conjunction with the S&B flush mount kits;
11. The Parties agree that the Contractor will affix the OV|41 Field Device in the same location of the Legacy Validator, unless the Parties mutually agree, in writing, to a different location on the vehicle. If such agreement is made, the UTA acknowledges and agrees that a change in location may be subject to increased Pricing to accommodate the Contractor's additional efforts to affix an OV|41 Field Device to a new location in the vehicle;
12. The Installation Commissioning for a particular OV|41 Field Device will take place on the same day and on the same vehicle that Deinstallation Services for a Legacy Validator. Upon completion of the Installation Commissioning, the UTA and Contractor will review the condition of the installed OV|41 Field Device and any note any defects observed during the Installation Commissioning. Accordingly, the Parties will define in writing, as part of the Installation Commissioning Acceptance documentation, any punch list defects that the Parties mutually agree require additional work. The Parties will mutually agree on a timeline to complete the remediation activities. ("Punch List Items");



THE UTAH TRANSIT AUTHORITY

CONTRACT #22-03566 NEXTGEN ELECTRONIC FARE COLLECTION SYSTEM

CHANGE ORDER # 8

AMEND AND RESTATE CONTRACT EXHIBIT B- PRICING, ALONG WITH OTHER CLARIFICATIONS

Utah Transit Authority ("UTA")
Attention: UTA Fares Director

669 W. 200 South
Salt Lake City, UT 84101

**Scheidt & Bachmann USA, Inc.
("Contractor")**

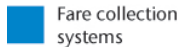
1001 Pawtucket Boulevard
Lowell, MA 01854

S&B

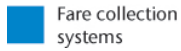
Contract No.:
SF006606

CO No.: 8

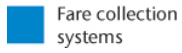
13. Notwithstanding the Contractor's obligation to close-out Punch List Items, once an OV|41 Field Device has undergone Installation Commissioning, it will be declared revenue service ready and subject to the OV|41 Field Device maintenance obligations as defined in the Contract, Exhibit E, Service Level Agreement ("SLA"). For the purposes of this CO #8, the reference in SLA HWS, Section 3.1 (First Bullet) to "Upon installation of fifty percent (50%) of the Field Devices...during the succeeding twelve (12) months..." refers to the first fifty percent (50%) of the OV|41 Field Devices deployed under this CO #8 in accordance with the project schedule. Notwithstanding the foregoing, in no manner or form does the execution of this CO #8 provide for an extension of the twelve-month period for those OV|41s delivered as part of Phase 2;
14. If an OV|41 Field Device delivered under this CO #8 is not installed in accordance with the Project Schedule for any reason other than a delay solely caused by the Contractor, then the Parties agree that the twelve-month period described in the SLA HWS, as modified by this CO #8, will begin on the date identified in the Project Schedule when the seventy-second (72nd) OV|41 Field Device was intended to have Installation Commissioning. If the UTA wishes to extend the start of this twelve-month period, then it may request an extension via a Change Order, which would capture additional costs incurred by the Contractor;
15. The Parties agree that the Contractor's closure of punch list items may be delivered as part of the Exhibit E, SLA Services, and will not be cause for the UTA to remit payment of the final Payment Milestone for the One-Time Supply services of this CO #8. The Contractor shall make reasonable efforts to complete all Punch List items as promptly as practical, in a time frame mutually agreed to by the Parties. However, the Parties acknowledge that if the Contractor fails to complete the Punch List items, then the UTA may withhold the retention payment for Phase 2 until such time of completion. If the Parties have any disputes about the nature of completion of Punch List Items, the terms of the Contract will guide any dispute resolution;
16. The Parties agree that the Pricing for CO #8 Services are affixed hereto as Appendix A. The CO#8 Pricing has two distinct parts: One-Time Supply Pricing and On-Going Maintenance Pricing, the latter capturing all Exhibit E, SLA Pricing including both the additional pricing for ISLA and SLA Pricing that will be added to the Contract, Exhibit B: Pricing, Section 4, On-Going Maintenance Pricing;
17. The Parties agree that any increase in cost due to new tariffs excise duties, other taxes, or government action will be borne by the UTA, unless specifically exempted from such costs by the Federal government. The Contractor will provide the UTA with reasonable documentation it receives from the government or its freight management broker (who is in receipt of the tariff bill from the government) so that it may review the cost impacts



THE UTAH TRANSIT AUTHORITY	
CONTRACT #22-03566 NEXTGEN ELECTRONIC FARE COLLECTION SYSTEM CHANGE ORDER # 8 AMEND AND RESTATE CONTRACT EXHIBIT B- PRICING, ALONG WITH OTHER CLARIFICATIONS	
Utah Transit Authority ("UTA") Attention: UTA Fares Director 669 W. 200 South Salt Lake City, UT 84101	Scheidt & Bachmann USA, Inc. ("Contractor") 1001 Pawtucket Boulevard Lowell, MA 01854
S&B Contract No.: SF006606	CO No.: 8
<p>claimed by the Contractor. The increased pricing will be added by amendment to this Change Order Pricing and payable by the UTA to the Contractor; and</p> <p>18. The Parties have amended and restated the Contract Exhibit B: Pricing, which is affixed to this CO #8 as Appendix B.</p> <p>Except as defined in this Change Order, all terms found in the Contract shall remain unchanged and in full effect.</p>	
2. Appendices	
Appendix A- CO #8 Pricing Appendix B- Amended and Restated Contract Exhibit B: Pricing	
3. Pricing	
<p><u>Appendix A- CO #8 Pricing</u></p> <p>The Parties agree that the Appendix A, CO #8, One-Time Supply Pricing will be paid in accordance with the following Payment Milestones:</p> <ol style="list-style-type: none"> 1. Payment Milestone #1- Execution of this CO #8- 20% of the Total One-Time Supply Pricing; 2. Payment Milestone #2- Contractor's provision of the Delivery Note to the UTA- 40% of the Total One-Time Supply Pricing; 3. Payment Milestone #3- Start of Installation Commissioning- 25% of the Total One-Time Supply Pricing*; and 4. Payment Milestone #4- Completion of Installation Commissioning- 15% of the Total One-Time Supply Pricing** 	



CO-Authorization	
Utah Transit Authority Authorization	<div> <div>_____</div> <div>_____</div> <div>DocuSigned by: <i>Mike Bell</i> 70E33A415BA44F6...</div> </div> <div> <div>_____</div> <div>_____</div> <div>_____</div> </div> <div> <div>_____</div> <div>_____</div> <div>_____</div> </div>
Scheidt & Bachmann USA, Inc. Authorization	<div> <div><i>Toby Holmes</i></div> <div>Toby Holmes Vice-President</div> </div> <div> <div>_____</div> <div>_____</div> </div>
	<div> <div><i>D. E. Terry</i></div> <div>Daniel Terryn CEO</div> </div> <div> <div>_____</div> <div>_____</div> </div>



Appendix A:
CO #8 Pricing

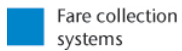
UTA-S&B
CO #8
Appendix A:
CO #8- Pricing
FINAL
June 26, 2025



Item	Description	Qty.	Unit net Price in USD		Total net Price in USD
	One-Time Supply				
1	OV 41 Hardware				
1.1	Double door busses	124			\$328,600.00
1.2	Single door busses	18			\$40,500.00
2	Development and Testing	LS			\$15,500.00
3	Installation Commissioning				
3.1	Double door busses	LS			\$161,200.00
3.2	Single door Busses	LS			\$19,800.00
4	Project Management	LS			\$17,500.00
4.1	Project management				
Sub-Total One-Time Supply:					\$583,100.00

Item	Description	Qty.	Unit net Price in USD	Per Annum in USD	Total net Price in USD
	On-Going Maintenance				
	ISLA Phase 2 Pricing	LS			\$12,500.00
	SLA Pricing	5 Years		\$26,980.00	\$134,900.00
Sub-Total On-Going Maintenance:					\$147,400.00

CO #7 PRICING		Total net Price in USD
Total One-Time Supply:		\$583,100.00
Total On-Going Maintenance:		\$147,400.00
Total CO #7 Pricing		\$730,500.00



Appendix B:
Amended & Restated
Contract Exhibit B: Pricing

CO #8- Appendix B:

**Amended and Restated
Contract Exhibit B: Pricing**

Final

June 26, 2025

EXHIBIT B- PRICING ASSUMPTIONS

Retail Network Integration with InComm Payments

Integration costs between the Contractor and InComm have been included in the Pricing. The Pricing requires that there will be a direct contract between UTA and InComm, which details the transaction pricing between InComm and UTA.

Variable Ongoing Pricing

The Total Pricing does not currently include the Variable Ongoing Pricing rather, there is a \$0.00 placeholder. This Variable Ongoing Pricing for the P2PE transaction fees for PCI related Services are affixed to the Exhibit B as Exhibit B.3. Parties agree that the Variable Ongoing Maintenance Pricing is included as a "zero-price" (\$0.00) place holder because the Variable Ongoing Maintenance Pricing is calculated based on the Pricing rates found in Exhibit B.3 and the actual number of transactions in a given year and the respective months in that year. Transaction fees for P2PE TVM transactions exclude the acquirer transaction fees, interchange fees, and any other acquirer bank or card issuer related fees, which will be chargeable by the acquirer to UTA (as the merchant of record). UTA will continue to use Chase Bank as the payment acquirer, with UTA as the merchant of record.

The Parties agree that they do not have to physically update Exhibit B-Pricing on either a monthly or yearly basis to account for the Variable Ongoing Maintenance Costs and Excluded Pricing, each will undertake that task individually for their own records. However, each of the Variable Ongoing Maintenance Costs and Excluded Pricing will be included the Contract Closeout Total Pricing.

Payment Processing

The Contractor will continue to use Chase as its payment acquirer, however the UTA will be, at all times, considered the Merchant of Record ("MOR") for the purposes of Pricing and PCI.

Hardware Installation

The UTA's existing power and data cabling will be reused for Offboard (Platform) Validators and TVMs.

The UTA will provide all power, networking, and cabling on the buses for the validators. If there is any rewiring of the busses that are required to run cables into the validators, the UTA will be solely responsible for those costs.

Milestones / Payment Milestones

Pricing Payment Milestones for this Exhibit B are defined in Exhibit B.2, Pricing Payment Milestones.

Exhibit B.1- Pricing Summary

Item	Pricing	Description for Illustrative Purposes Only
Section 2: One Time- Supply Pricing	\$ 21,992,731.00	This includes all One-Time Supply Pricing but does not include any Variable Ongoing Maintenance Pricing or Ongoing Maintenance Pricing, irrespective of whether either of the latter two Pricing(s) may be triggered for invoicing and / or invoiced at the same time as the One-Time Supply Pricing. Specificity for this Pricing is found in Exhibit B.3.
Section 3: Variable On-Going Maintenance Pricing	\$ 0.00	The Parties agree that \$0.00 Pricing does not reflect agreement for no Pricing. The Pricing will be charged to the UTA as described in the Contract. Specificity for this Pricing is found in Exhibit B.4.
Section 4: On-Going Maintenance Pricing	\$ 9,918,718.25	This Pricing represents the combined Pricing for both ISLA and SLA Services, and will be invoiced and paid as described in the Contract and more particularly in CO #6 and CO #7, which governs any conflicts between the Contract Documents. Specificity for this Pricing is found in Exhibit B.5.
Total Pricing	\$ 31,911,449.25	

EXHIBIT B.2:

Pricing Payment Milestones

			Base Contract			Base Contract		Base Contract		Base Contract		Base Contract		Base Contract ISLA		Base Contract		
			Supplied Materials, Software, or Services		Back Office %	Pricing	Validator HW %	Pricing	TVM HW %	Pricing	Mobile App %	Pricing	Mobile Insp Device (HHV) %	Pricing	Other %	Pricing	Pricing	Total Pricing Paid Per Milestone Payment
Phase	Payment Milestone	Description of Milestone																
Phase 1	PM 1	Submission of QA Plan and Project Schedule	5%	\$176,959.50	5%	\$354,165.50	5%	\$464,514.20	5%	\$72,644.85	5%	\$20,381.50	10%	\$21,942.00	\$0.00	\$1,110,607.55		
	PM 2	Provision of Design Docs for FDR Approval	10%	\$353,919.00	0%	\$0.00	10%	\$020,028.40	0%	\$0.00	0%	\$0.00	10%	\$21,942.00	\$0.00	\$1,304,889.40		
	PM 3	UTA Approval of Submitted FDR Design Docs	0%	\$0.00	0%	\$0.00	30%	\$2,787,085.20	0%	\$0.00	0%	\$0.00	10%	\$21,942.00	\$0.00	\$2,809,027.20		
	PM 4	FAT Approved (Phase 1 HW)	5%	\$176,959.50	0%	\$0.00	15%	\$1,393,542.60	0%	\$0.00	0%	\$0.00	0%	\$0.00	\$0.00	\$1,570,502.10		
	PM 5a	Completion of Pilot (Phase 1 Final Acceptance)- Completion of Initial Pilot for 10 TVMs	5%	\$176,959.50	0%	\$0.00	1.4286%	\$132,718.21	0%	\$0.00	0%	\$0.00	10%	\$21,942.00	\$0.00	\$331,619.71		
	PM5a	Cost for 150 TVMS	0%	\$0.00	0%	\$0.00	11.0714%	\$1,028,564.50	0%	\$0.00	0%	\$0.00	0%	\$0.00	\$0.00	\$1,028,564.50		
	PM 5b	TVM lot installation for mutually agreed # of TVMs	0%	\$0.00	0%	\$0.00	12.5000%	\$1,161,285.50	0%	\$0.00	0%	\$0.00	0%	\$0.00	\$0.00	\$1,161,285.50		
	PM 6	Start of ISLA (In addition to Pricing of Base Contract, Variable Ongoing Pricing for P2PE services should begin)	0%	\$0.00	0%	\$0.00	0%	\$0.00	0%	\$0.00	0%	\$0.00	0%	\$0.00	\$914,355.00	\$914,355.00		
		Phase 1 Total Percentage and Pricing Amount of Supplied Materials & Software and ISLA	25%	\$884,787.50	5%	\$354,165.50	85.0%	\$7,896,738.61	5%	\$72,644.85	5%	\$20,381.50	40%	\$87,768.00	\$914,355.00	\$10,239,856.96		
	Remaining Total Percentage and Dollar Amounts of Supplied Materials & Software and ISLA to be paid in Phases 2, 3, and 4	75%	\$2,654,392.50	0%	\$6,729,144.50	15%	\$1,393,545.39	95%	\$1,380,252.15	0%	\$387,248.50	60%	\$131,652.00	\$1,164,163.25	\$13,840,398.29			
			Base Contract		Base Contract		Base Contract		Base Contract		Base Contract		Base Contract		Base Contract ISLA		Base Contract	
			Supplied Materials, Software, or Services		Back Office %	Pricing	Validator HW %	Pricing	TVM HW %	Pricing	Mobile App %	Pricing	Mobile Insp Device (HHV) %	Pricing	Other %	Pricing	Pricing	Total Pricing Paid Per Milestone Payment
Phase	Payment Milestone	Description of Milestone																
Phase 2	PM 1	Submission of QA Plan and Project Schedule	0%	\$0.00	0%	\$0.00	0%	\$0.00	0%	\$0.00	0%	\$0.00	0%	\$0.00	0%	\$0.00	\$0.00	
	PM 2	Provision of Design Docs for FDR Approval	10%	\$353,919.00	10%	\$708,331.00	0%	\$0.00	0%	\$0.00	0%	\$0.00	0%	\$0.00	5%	\$10,971.00	\$0.00	\$1,073,221.00
	PM 3	UTA Approval of Submitted FDR Design Docs	0%	\$0.00	30%	\$2,124,993.00	0%	\$0.00	0%	\$0.00	0%	\$0.00	0%	\$0.00	5%	\$10,971.00	\$0.00	\$2,135,964.00
	PM 4	FAT Approved (Phase 2 HW)	5%	\$176,959.50	15%	\$1,062,496.50	0%	\$0.00	0%	\$0.00	0%	\$0.00	0%	\$0.00	0%	\$0.00	\$0.00	\$1,239,456.00
	PM 5	Completion of Pilot (Phase 2 Final Acceptance)	5%	\$176,959.50	25%	\$1,779,827.50	0%	\$0.00	0%	\$0.00	0%	\$0.00	0%	\$0.00	5%	\$10,971.00	\$0.00	\$1,958,758.00
	PM 6	Continuation of ISLA (In addition to Pricing Amount of Base Contract, Variable Ongoing Pricing for P2PE services should begin)	0%	\$0.00	0%	\$0.00	0%	\$0.00	0%	\$0.00	0%	\$0.00	0%	\$0.00	0%	\$0.00	\$1,094,600.00	\$1,094,600.00
		Phase 2 Total Percentage and Pricing Amount of Supplied Materials & Software and ISLA	20%	\$707,838.00	80%	\$5,666,648.00	0%	\$0.00	0%	\$0.00	0%	\$0.00	0%	\$0.00	15%	\$32,913.00	\$1,094,600.00	\$7,801,989.00
		Remaining Total Percentage and Pricing Amounts of Supplied Materials & Software and ISLA to be paid in Phases 3 and 4	55%	\$1,940,554.50	15%	\$1,062,496.50	15%	\$1,393,545.39	95%	\$1,380,252.15	0%	\$387,248.50	45%	\$98,739.00	\$69,563.25	\$6,338,399.29		
			Base Contract		Base Contract		Base Contract		Base Contract		Base Contract		Base Contract		Base Contract		Base Contract	
			Supplied Materials, Software, or Services		Back Office %	Pricing	Validator HW %	Pricing	TVM HW %	Pricing	Mobile App %	Pricing	Mobile Insp Device (HHV) %	Pricing	Other %	Pricing	Pricing	Total Pricing Amount Paid Per Milestone Payment
Phase	Payment Milestone	Description of Milestone																
Phase 3	PM 1	Submission of QA Plan and Project Schedule	0%	\$0.00	0%	\$0.00	0%	\$0.00	0%	\$0.00	0%	\$0.00	0%	\$0.00	0%	\$0.00	\$0.00	\$0.00
	PM 2	Provision of Design Docs for FDR Approval	10%	\$353,919.00	0%	\$0.00	0%	\$0.00	0%	\$0.00	0%	\$0.00	10%	\$40,763.00	5%	\$10,971.00	\$0.00	\$405,653.00
	PM 3	UTA Approval of Submitted FDR Design Docs	0%	\$0.00	0%	\$0.00	0%	\$0.00	0%	\$0.00	0%	\$0.00	30%	\$122,289.00	5%	\$10,971.00	\$0.00	\$133,260.00
	PM 4	FAT Approved (Phase 3 HW)	5%	\$176,959.50	0%	\$0.00	0%	\$0.00	0%	\$0.00	0%	\$0.00	15%	\$61,144.50	0%	\$0.00	\$0.00	\$238,104.00
	PM 5	Completion of Pilot (Phase 3 Final Acceptance)	5%	\$176,959.50	0%	\$0.00	0%	\$0.00	0%	\$0.00	0%	\$0.00	25%	\$101,907.50	5%	\$10,971.00	\$0.00	\$289,838.00
	PM 6	Continuation of ISLA (In addition to Pricing of Base Contract, Variable Ongoing Pricing for P2PE services should begin)	0%	\$0.00	0%	\$0.00	0%	\$0.00	0%	\$0.00	0%	\$0.00	0%	\$0.00	0%	\$0.00	\$45,900.00	\$45,900.00
		Phase 3 Total Percentage and Pricing of Supplied Materials & Software and ISLA	20%	\$707,838.00	0%	\$0.00	0%	\$0.00	0%	\$0.00	0%	\$0.00	80%	\$326,184.00	15%	\$32,913.00	\$45,900.00	\$1,112,765.00
		Remaining Total Percentage and Pricing of Supplied Materials & Software and ISLA to be paid in Phase 4	35%	\$1,238,716.50	15%	\$1,062,496.50	15%	\$1,393,545.39	95%	\$1,380,252.15	15%	\$61,144.50	30%	\$65,826.00	\$23,663.25	\$5,225,644.29		
			Base Contract		Base Contract		Base Contract		Base Contract		Base Contract		Base Contract		Base Contract		Base Contract	
			Supplied Materials, Software, or Services		Back Office %	Pricing	Validator HW %	Pricing	TVM HW %	Pricing	Mobile App %	Pricing	Mobile Insp Device (HHV) %	Pricing	Other %	Pricing	Pricing	Total Pricing Amount Paid Per Milestone Payment
Phase	Payment Milestone	Description of Milestone																
Phase 4	PM 1	Submission of QA Plan and Project Schedule	0%	\$0.00	0%	\$0.00	0%	\$0.00	0%	\$0.00	0%	\$0.00	0%	\$0.00	0%	\$0.00	\$0.00	\$0.00
	PM 2	Provision of Design Docs for FDR Approval	10%	\$353,919.00	0%	\$0.00	0%	\$0.00	0%	\$0.00	10%	\$145,289.70	0%	\$0.00	5%	\$10,971.00	\$0.00	\$510,179.70
	PM 3	UTA Approval of Submitted FDR Design Docs	0%	\$0.00	0%	\$0.00	0%	\$0.00	0%	\$0.00	30%	\$435,869.10	0%	\$0.00	5%	\$10,971.00	\$0.00	\$446,840.10
	PM 4	FAT Approved (NO PHASE 4 HW DELIVERIES)	5%	\$176,959.50	0%	\$0.00	0%	\$0.00	0%	\$0.00	15%	\$217,934.55	0%	\$0.00	0%	\$0.00	\$0.00	\$394,894.05
	PM 5	Completion of Pilot (Phase 4 Final Acceptance)	5%	\$176,959.50	0%	\$0.00	0%	\$0.00	0%	\$0.00	25%	\$363,224.25	0%	\$0.00	5%	\$10,971.00	\$0.00	\$551,154.75
	PM 6	Continuation and Completion of ISLA (In addition to Pricing of Base Contract, Variable Ongoing Pricing for P2PE services should begin)	0%	\$0.00	0%	\$0.00	0%	\$0.00	0%	\$0.00	0%	\$0.00	0%	\$0.00	0%	\$0.00	\$23,663.25	\$23,663.25
	PM 7	Final System Acceptance	15%	\$530,878.50	15%	\$1,062,496.50	15%	\$1,393,542.60	15%	\$217,934.55	10%	\$61,144.50	15%	\$32,913.00	\$0.00	\$3,288,909.65		
		Phase 4 Total Percentage and Pricing of Supplied Materials & Software and ISLA	30%	\$1,238,716.50	15%	\$1,062,496.50	15%	\$1,393,642.60	95%	\$1,380,252.15	15%	\$61,144.50	30%	\$65,826.00	\$23,663.25	\$5,225,644.50		
	Remaining Total Percentage and Pricing of Supplied Materials & Software and ISLA to be paid under the Contract	0%	\$0.00	0%	\$0.00	0%	\$2.79	0%	\$0.00	0%	\$0.00	0%	\$0.00	0%	\$0.00	\$0.00	\$2.79	
			Base Contract		Base Contract		Base Contract		Base Contract		Base Contract		Base Contract		Base Contract ISLA		Base Contract	
			Supplied Materials, Software, or Services		Back Office %	Pricing	Validator HW %	Pricing	TVM HW %	Pricing	Mobile App %	Pricing	Mobile Insp Device (HHV) %	Pricing	Other %	Pricing	Pricing	Total Pricing Paid Per Milestone Payment
Phase	Payment Milestone	Description of Milestone																

F) Other	Staging Environment	\$ -	\$ -	\$ -	\$ 56,520	\$ 6,280	\$ -	\$ -
	Test System	\$ -	\$ -	\$ -	\$ 56,520	\$ 6,280	\$ -	\$ -
	Documentation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 93,820
	4.	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	5.	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	6.	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total		€ -	€ -	€ -	€ 113,040	€ 12,560	€ -	€ 93,820

Grand Total	\$ 1,158,280	\$ 2,417,540	\$ 64,477	\$ 12,736,224.00	\$ 2,198,120.00	\$ 3,324,270	\$ 93,820	\$ 21,992,731.00
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EXHIBIT B.4: Section 3- Variable On-Going Maintenance Pricing

Area	Category	Units	Unit Cost	Total	Year	Description of Units
TVM	Fees	500,000	\$ 0.0950	\$ 47,500.00		ISLA Phase 1-4 P2PE (>1 year duration) Transaction Fee up to 500k p.a.
TVM	Fees	456,250	\$ 0.0850	\$ 38,781.25		ISLA Phase 1-4 P2PE (>1 year duration) Transaction Fee 500k to 1MM p.a.
TVM	Fees	-	\$ 0.0800	\$ -		ISLA Phase 1-4 P2PE (>1 year duration) Transaction Fee 1MM to 2MM p.a.
TVM	Fees	-	\$ 0.0770	\$ -		ISLA Phase 1-4 P2PE (>1 year duration) Transaction Fee > 2MM p.a.
				\$ -		
TVM	Fees	500,000	\$ 0.0950	\$ 47,500.00	1	SLA P2PE Transaction Fee up to 500k p.a.
TVM	Fees	350,000	\$ 0.0850	\$ 29,750.00	1	SLA P2PE Transaction Fee 500k to 1MM p.a.
TVM	Fees	-	\$ 0.0800	\$ -	1	SLA P2PE Transaction Fee 1MM to 2MM p.a.
TVM	Fees	-	\$ 0.0770	\$ -	1	SLA P2PE Transaction Fee > 2MM p.a.
				\$ -		
TVM	Fees	500,000	\$ 0.0950	\$ 47,500.00	2	SLA P2PE Transaction Fee up to 500k p.a.
TVM	Fees	350,000	\$ 0.0850	\$ 29,750.00	2	SLA P2PE Transaction Fee 500k to 1MM p.a.
TVM	Fees	-	\$ 0.0800	\$ -	2	SLA P2PE Transaction Fee 1MM to 2MM p.a.
TVM	Fees	-	\$ 0.0770	\$ -	2	SLA P2PE Transaction Fee > 2MM p.a.
				\$ -		
TVM	Fees	500,000	\$ 0.0950	\$ 47,500.00	3	SLA P2PE Transaction Fee up to 500k p.a.
TVM	Fees	350,000	\$ 0.0850	\$ 29,750.00	3	SLA P2PE Transaction Fee 500k to 1MM p.a.
TVM	Fees	-	\$ 0.0800	\$ -	3	SLA P2PE Transaction Fee 1MM to 2MM p.a.
TVM	Fees	-	\$ 0.0770	\$ -	3	SLA P2PE Transaction Fee > 2MM p.a.
				\$ -		
TVM	Fees	500,000	\$ 0.0950	\$ 47,500.00	4	SLA P2PE Transaction Fee up to 500k p.a.
TVM	Fees	350,000	\$ 0.0850	\$ 29,750.00	4	SLA P2PE Transaction Fee 500k to 1MM p.a.
TVM	Fees	-	\$ 0.0800	\$ -	4	P2PE Transaction Fee 1MM to 2MM p.a.
TVM	Fees	-	\$ 0.0770	\$ -	4	SLA P2PE Transaction Fee > 2MM p.a.
				\$ -		
TVM	Fees	500,000	\$ 0.0950	\$ 47,500.00	5	SLA P2PE Transaction Fee up to 500k p.a.
TVM	Fees	350,000	\$ 0.0850	\$ 29,750.00	5	SLA P2PE Transaction Fee 500k to 1MM p.a.
TVM	Fees	-	\$ 0.0800	\$ -	5	SLA P2PE Transaction Fee 1MM to 2MM p.a.
TVM	Fees	-	\$ 0.0770	\$ -	5	SLA P2PE Transaction Fee > 2MM p.a.

EXHIBIT B.5: Section 4- On-Going Maintenance Pricing

Area	Category	Total	Year	Comments
Other	Other	\$ 914,355.00		ISLA Phase 1 for Software Services, HW Services, and Hosting, starting with Phase 2 completion Duration: 21 months
Other	Other	\$ 1,094,600.00		ISLA Phase 2 for Software Services, HW Services, and Hosting, starting with Phase 2 completion Duration: 15 months
Other	Other	\$ 45,900.00		ISLA Phase 3 for Software Services, HW Services, and Hosting, starting with Phase 3 completion Duration: 12 months
Other	Other	\$ 23,663.25		ISLA Phase 4 for Software Services, HW Services, and Hosting starting with Phase 4 completion Duration: 3 months
Fare Validation Hardware	Services	\$ 249,280.00	1	SLA Hardware Service - Onboard Validator
Fare Validation Hardware	Services	\$ 249,280.00	2	SLA Hardware Service - Onboard Validator
Fare Validation Hardware	Services	\$ 249,280.00	3	SLA Hardware Service - Onboard Validator
Fare Validation Hardware	Services	\$ 249,280.00	4	SLA Hardware Service - Onboard Validator
Fare Validation Hardware	Services	\$ 249,280.00	5	SLA Hardware Service - Onboard Validator
Fare Validation Hardware	Services	\$ 41,940.00	1	SLA Hardware Service - Stationary Validator
Fare Validation Hardware	Services	\$ 41,940.00	2	SLA Hardware Service - Stationary Validator
Fare Validation Hardware	Services	\$ 41,940.00	3	SLA Hardware Service - Stationary Validator
Fare Validation Hardware	Services	\$ 41,940.00	4	SLA Hardware Service - Stationary Validator
Fare Validation Hardware	Services	\$ 41,940.00	5	SLA Hardware Service - Stationary Validator
TVM	Services	\$ 213,900.00	1	SLA Hardware Service - Ticket Vending Machine
TVM	Services	\$ 213,900.00	2	SLA Hardware Service - Ticket Vending Machine
TVM	Services	\$ 213,900.00	3	SLA Hardware Service - Ticket Vending Machine
TVM	Services	\$ 213,900.00	4	SLA Hardware Service - Ticket Vending Machine
TVM	Services	\$ 213,900.00	5	SLA Hardware Service - Ticket Vending Machine
Mobile Inspection Device	Services	\$ 21,600.00	1	SLA Hardware Service - Mobile Inspection Device
Mobile Inspection Device	Services	\$ 21,600.00	2	SLA Hardware Service - Mobile Inspection Device
Mobile Inspection Device	Services	\$ 21,600.00	3	SLA Hardware Service - Mobile Inspection Device
Mobile Inspection Device	Services	\$ 21,600.00	4	SLA Hardware Service - Mobile Inspection Device
Mobile Inspection Device	Services	\$ 21,600.00	5	SLA Hardware Service - Mobile Inspection Device
Other	Software	\$ 445,430.00	1	SLA Software Services
Other	Software	\$ 445,430.00	2	SLA Software Services
Other	Software	\$ 445,430.00	3	SLA Software Services
Other	Software	\$ 445,430.00	4	SLA Software Services
Other	Software	\$ 445,430.00	5	SLA Software Services
Back Office	Hosting	\$ 595,890.00	1	SLA Hosting & Back Office operations
Back Office	Hosting	\$ 595,890.00	2	SLA Hosting & Back Office operations
Back Office	Hosting	\$ 595,890.00	3	SLA Hosting & Back Office operations
Back Office	Hosting	\$ 595,890.00	4	SLA Hosting & Back Office operations
Back Office	Hosting	\$ 595,890.00	5	SLA Hosting & Back Office operations