

Cooperation Agreement

This Cooperation Agreement (the “Agreement”) is made between Utah Transit Authority (“UTA”), a large public transit district organized pursuant to the laws of the State of Utah, and 9280-0366 Québec (“Transit”), a company incorporated under the laws of Quebec, is effectively made this 1st day of May, 2019.

RECITALS

WHEREAS UTA is a public transit authority serving the Wasatch Front in Utah and desires to make access to transit information more readily available to the public;

WHEREAS Transit has developed and implemented a mobile application that aggregates urban transport options enabling end users to find their best options for a given trip (the “Application” or “App”);

WHEREAS the Parties wish to develop a beneficial business relationship as described in this Agreement; and

WHEREAS the Parties wish to work together to enable end users of the Application (“End Users”) to access transit information;

Now, THEREFORE, Transit and UTA hereby agree as follows:

1. **Mutual Cooperation.** The parties hereto shall cooperate with each other to achieve the purpose of this Agreement, and if necessary, shall execute such other and further documents and take such other and further actions as may be necessary or convenient to effect the purpose described herein.
2. **Purpose.** UTA agrees to promote and market the Application to its riders. In exchange, Transit agrees to provide UTA with support, tools, customizations of the Application, and access to aggregate End User data (the “Cooperation”).
3. **Launch Schedule.** The parties contemplate announcing their Cooperation within four weeks of signing this Agreement (“Launch”).
4. **Transit’s Obligations.** Transit agrees to provide:
 - 4.1. **End User Support.** Transit agrees to supply UTA with documentation for common service inquiries arising out of use of the Application (“Support Documents”). Upon referral by UTA, Transit agrees to respond to End User inquiries relating to the Application that are transferred by email to info@transitapp.com or Twitter @transitapp, and which UTA’s customer support staff is unable to answer. Transit agrees to respond to any End User inquiry referred by UTA within one (1) business day. Transit will not have any obligation to respond to End User inquiries that are transferred through any other channel, such as by telephone.

4.2. **Agency Support.** Transit agrees to provide UTA access to its data team in order to maintain and improve static and real-time data quality in the Application. Transit's data team will respond to data inquiries that are transferred by email to data@transitapp.com. Transit will also consider UTA feedback when building or iterating on Application features. Transit will respond to more general inquiries that are transferred by email to partners@transitapp.com.

4.3. **Design Support.** Transit's Marketing and Communications staff will provide UTA with feedback on design and messaging for any public communications about the Application. Transit will respond to design and communications inquiries that are transferred by email to partners@transitapp.com.

4.4. **Data Maintenance.** Every night at 4AM ET, Transit's servers will automatically check to see if any changes have been made to UTA's schedule information ("GTFS") by comparing it to the live version in the Application. If there are any changes to the GTFS, Transit will automatically download and process the new version. The GTFS will then automatically be downloaded to the End User device the next time the Application is launched, ensuring schedule data is always accurate for End Users. The GTFS data can also be re-processed within four hours upon request during business hours. Transit will respond to GTFS re-processing requests that are transferred by email to data@transitapp.com.

4.5. **Application Customization.** Transit agrees to include a section in the settings page of the Application titled "UTA" that includes links to agency-specific information or services ("App Customization"), as shown in Exhibit B. The App Customization will include links of UTA's choosing, such as the Customer Service phone number, social media accounts, the UTA GoRide app, safety information or fare rules webpage. The App Customization will be geo-localized and only appear in the Application if it is opened in UTA's service area. At Transit's sole discretion, it may choose not to incorporate certain links requested by the agency. Transit will launch the App Customization through the next available App update following signature of the Agreement.

4.6. **End User Data.** During the Term, Transit agrees to provide UTA with access to certain raw data ("End User Data") as set forth in Exhibit A. UTA agrees to treat data provided by Transit as its confidential information to the full extent permitted under the Utah Government Records Access and Management Act ("GRAMA") (Utah Code §63G-2-101. Et Seq.) and Transit will remain the sole owner of End User Data. Transit hereby grants to UTA a limited, revocable, worldwide, non-sublicensable, non-transferable, royalty-free right and license to use the End User Data solely for the internal and explicit purpose of improving UTA system planning and operations (the "License"). Except as required by GRAMA, UTA agrees not to transfer, sell, or

commercialize End User Data. Except as required by GRAMA, any and all third parties shall enter into a separate agreement with Transit prior to accessing End User Data. End User Data cannot be publicly disclosed without the prior written approval of Transit except as required by GRAMA. Transit reserves the right to modify, at its sole discretion, the End User Data shared with UTA to ensure compliance with Transit's privacy policy, and all applicable state and federal laws. The End User Data shall be made available to UTA on an as-requested basis, not to exceed one request per month, except as required by GRAMA. UTA acknowledges and agrees that Transit is the sole owner of the Application (including improvements made based on the feedback communicated by UTA), and, insofar as improvements are made based on the data communicated by UTA (the "Improvements"), UTA hereby agrees it will make no claims of intellectual property rights to such improvements, and where Transit is not by law the first owner of such Improvements, UTA hereby assigns and transfers to Transit any and all right, title and interest it has or may have in the Improvements and represents and warrants that it has received or shall receive waivers from all of its employees, directors and contractors of any and all moral rights they have or may have in such Improvements.

4.7. **Additional Deliverables.** Transit agrees to provide UTA with access to a tool through which UTA can send service disruption messages to End Users, as well as monitor usage stats of the Application (the "Dashboard"), as seen in Exhibit B.

4.8. **Other Services.** During the Term, UTA may request custom development beyond what is included in this Agreement. Significant modifications and custom features specifically requested by UTA that are deemed not to be onerous by Transit, in its sole discretion, will be priced and provided for under a separate statement of work to be negotiated between the parties and memorialized in writing.

5. **UTA's Obligations.** UTA agrees and accepts to promote Transit in the following ways:

5.1. **Public Communications.** UTA will endorse the application in various public communications activities that involve mobile trip planning information. Communication efforts may include UTA's website, Customer Service call center, social media, news media, conference speaking engagements, events, community meetings, and any other public channels (the "Endorsed App"). UTA shall not endorse, recommend, or promote any trip planning mobile application other than Transit in all public communications. UTA agrees to follow Transit's brand guidelines documentation whenever it promotes or makes mention of the Application.

5.2. **Press Release.** At a date to be mutually agreed by the parties, UTA agrees to issue a

press release endorsing Transit as its preferred third-party trip planning application (the “Announcement”). UTA agrees to share the Announcement with all media contacts on its press list and to provide the list to Transit. The parties agree to cooperate in drafting the Announcement, and final wording shall be approved by both parties. The parties may mutually agree to merge the Announcement with other UTA news in order to increase the likelihood of media attention.

5.3. Transit and UTA agree not to issue any press releases or communications to the news media pertaining to the agreement without the knowledge and approval of the other party.

5.4. **Website & Mobile Website.** UTA agrees to include a link to download the Application on its desktop website in a location that is easily accessible, and will reference Transit as the Endorsed App for trip planning on all other website pages that mention real-time information, transit schedules, trip planning, or mobile applications. UTA shall also ensure that customers can distinguish the Application as the Endorsed App from any other mobile trip planning applications mentioned on UTA’s website. Transit will supply UTA with documentation that enables it to integrate an application install banner on its mobile website (the “Smart Banner”). The parties will mutually agree upon the final design and placement of the Application on UTA’s website and mobile website, with such approval not to be unreasonably withheld.

5.5. **Social Media.** UTA agrees to regularly promote Transit as the Endorsed App for trip planning through its social media channels to its riders, and direct riders to the Application whenever asked about transit trip planning. When referring to the App on Twitter, UTA agrees to include Transit’s handle @transitapp. When referring to the App on Facebook, UTA agrees to tag Transit (@transitapp). UTA agrees to also tag Transit in response to any technical issues with the App identified by End Users through Twitter and Facebook.

5.6. **Customer Support Channels.** UTA employees will direct riders who call or email UTA’s Customer Service Department regarding trip planning to use the Application. In all cases, if the End User may not know about the App, UTA agrees to inform them about Transit. UTA employees agree to relay information regarding any technical issues identified by End Users to info@transitapp.com .

5.7. **Promotional Campaign.** Following the Announcement, UTA agrees to run a promotional campaign marketing the Application to its riders (the “Promotional Campaign”). The Promotional Campaign may include, but is not limited to or required to include, paid social media ads, digital screens across the network, posters inside and/or outside vehicles, posters at transit

stops, handouts at major transit centers, and inclusion on paper schedules. UTA agrees that the Promotional Campaign will have a market value equal to or in excess of \$25,000.00 CDN, excluding any physical printing costs. The parties will work together to determine the most successful marketing channels for the Promotional Campaign, and direct resources to that channel. The parties will jointly approve the final design and messaging of all aspects of the Promotional Campaign, with such approval not to be unreasonably withheld. Transit may also provide design and copywriting support for the Promotional Campaign as detailed in Section 4.3. UTA agrees to complete the promotional campaign within three (3) months of Launch. In the event of a contract renewal, the parties hereby agree to discuss future promotional campaigns with each other in good faith.

5.8. **Data Maintenance.** UTA agrees to make reasonable efforts to maintain its GTFS data, and GTFS-realtime data, according to industry standards as defined in the GTFS best practices available here : <http://gtfs.org/>.

6. **Publicity.** In addition to the activities agreed upon in Section 5, the Parties agree to discuss various marketing opportunities with each other in good faith. Notwithstanding the foregoing, neither Party shall issue or approve any press release, public announcement, advertising or marketing materials concerning this Agreement, or identifying, mentioning or using the name of the other party, without obtaining the prior approval of such other party, which approval shall be in such other party's sole discretion.

7. **Confidentiality.** All information provided to a party by the other party under this Agreement shall be treated in accordance with that Non-Disclosure Agreement between the parties dated as of [REDACTED] ("NDA").

8. **Intellectual Property.** All intellectual property including but not limited to patents, trademarks, trade names and all trade secrets, technical know-how, specifications, formulas, standards, procedures, new product ideas, source codes, and the like related to one of the parties or owned by one of the parties (the "Proprietary Information") will at all times be and remain the exclusive property of said party, and this Agreement will not in any manner constitute a license to the other party to use the Proprietary Information except as specifically stated herein or to the extent required to satisfy its obligations under this Agreement.

9. **Warranty and Indemnification.** Each party hereto will indemnify, defend and hold the other party, its officers, directors, agents, and employees and affiliates, harmless from and against any and all liability, loss, damage, cost or expense, including reasonable and necessary attorney's fees, which may at

any time be incurred by reason of any claim, suit or action arising as a direct result out of (i) any act or omission to act which is the responsibility of the indemnifying party as provided in this Agreement, or of the indemnifying party's employees, subcontractors, agents or affiliates; or (ii) a breach of any material representation, warranty or covenant of the indemnifying party hereunder; or (iii) the negligence or willful misconduct of the indemnifying party or of the indemnifying party's employees, subcontractors, agents or affiliates. The indemnified party will give the indemnifying party prompt written notice of any claim, suit or action for which such party believes the indemnifying party's obligation to indemnify, defend and hold harmless will apply and the indemnifying party will be given the opportunity to control the defense of such lawsuit and the indemnified party will cooperate fully in the defense of such lawsuit. The Parties recognize and acknowledge that UTA is a governmental entity covered under the provisions of the Utah Governmental Immunity Act as set forth in Sections 63-30-1 to 63-30-38, Utah Code Annotated 1953, as amended, and the limits of liability therein described. UTA does not waive any legal defense or benefit available to it under applicable law. THE APPLICATION, END USER DATA AND SERVICES RENDERED BY TRANSIT UNDER THIS AGREEMENT ARE PROVIDED "AS IS" AND "AS AVAILABLE", WITHOUT ANY WARRANTY AS TO THEIR ADEQUACY, UNINTERRUPTED USE, OR FITNESS FOR THEIR PURPOSE. UTA SPECIFICALLY ACKNOWLEDGES AND AGREES THAT THE APPLICATION, END USER DATA AND SERVICES RENDERED BY TRANSIT DEPEND ON THIRD PARTY TECHNOLOGY, AND TRANSIT MAKES NO REPRESENTATION OR WARRANTY WITH RESPECT TO SUCH THIRD PARTY TECHNOLOGY. Transit shall in no event be responsible or liable to any third party, whether in contract, warranty, tort or delict (including negligence) or otherwise, for any indirect, special, incidental, consequential, exemplary, liquidated or punitive damages, or for any loss of profit, data, revenue or business, arising in whole or in part from (i) End User use of the Application or (ii) UTA's use of the End User Data, even if Transit has been advised of the possibility of such damages. Where Transit cannot exclude its liability under this Agreement, such liability shall be limited to the fees disbursed by UTA to Transit under this Agreement during the year in which the event that gave rise to such claim occurred. The Application may enable linking to other websites or resources on the Internet. These other websites are not under Transit's control, and UTA acknowledges that Transit is not responsible or liable for the content, functions, accuracy, legality, appropriateness or any other aspect of such websites or resources. The inclusion of any such link does not imply endorsement by Transit or any association with its operators. UTA further acknowledges and agrees that Transit shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with the use of or reliance on any such content, goods or services available on or through any such website or resource. For the avoidance of doubt, UTA is solely responsible for its use of End User Data and shall indemnify,

defend and hold Transit and its officers, directors, agents and employees and affiliates harmless from and against any and all liability, loss, damage, cost or expense relating to End User Data, including, without limitation, UTA's reliance on and/or use of such End User Data.

10. **Term.** The term of this Agreement shall be for a period of one year beginning on the date of signing of this Agreement. ("Term"). The Agreement will automatically renew for additional one-year periods for up to five years. Either party may terminate this Agreement for any reason by giving ninety (90) day's written notice to the non-terminating party.

11. **Assignment.** UTA may not assign, subcontract or otherwise transfer this Agreement or any rights or obligations hereunder without Transit's prior written consent, which consent will not be unreasonably withheld, and provided that such assignee, subcontractor or person agrees in writing to be bound to the terms of this Agreement. Transit may assign or otherwise transfer this Agreement or any rights or obligations hereunder without UTA's consent.

12. **Independent Contractors.** In giving effect to this Agreement, neither party shall be or be deemed an agent, employee or franchisee of the other party for any purpose. The parties agree that their relationship to each other shall be that of independent contractors. Nothing in this Agreement shall constitute a partnership or a joint venture between the parties. Except as specifically provided for in this Agreement, neither party shall have the right to enter into contracts or pledge the credit of or incur expenses or liabilities on behalf of the other party. The parties agree not to use the terms "agent" or "agency" or any other word connoting agency to describe the co-operative relationship of the parties. Should the terms "partnership" or "partner" or any other word connoting partnership be used to describe the co-operative relationship of the parties, each party agrees to make it clear to third parties that these terms refer only to the spirit of co-operation between the parties and do not describe or create the legal status of partners, joint venturers or any other form of legal organization or entity.

13. **Accessibility.** Transit agrees that it will ensure that the App is accessible to people with disabilities and will comply with all applicable laws and regulations, as well as industry standards, regarding accessibility.

14. **Notices.** Except as otherwise provided in this Agreement, all notices, authorizations, demands, requests, consents or other communications (in this paragraph, a "notice") required or permitted to be given or made hereunder shall be in writing and shall be deemed received upon the date of transmission by email, provided that receipt of such email is electronically confirmed by non-automated reply mail, or upon the date of delivery as indicated by Federal Express or other internationally recognized receipted overnight or courier service, at the following addresses:

In the case of a notice to Transit:

9280-0366 Québec Inc., 5333 Avenue Casgrain Suite 803, Montréal QC H2T 1X3

Attention: Sophie Le Blanc

Telephone: 613-791-6791

Email: sophie@transit.app

And in the case of a notice to UTA:

Teressa Pickett

669 West 200 South

Salt Lake City, Utah 84101

Telephone: 801-236-4754

Email: tpickett@rideuta.com

Any party may change its address for notice by giving notice to the other party as provided in this paragraph.

15. **Entire Agreement.** This Agreement, together with any related statement of work, is the entire agreement of the parties as to the subject matter and supersedes all prior written and oral agreements and understandings relating to same.

16. **Applicable Laws.** This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Utah. The parties hereto agree that any disputes regarding this Agreement shall be resolved exclusively in courts located Salt Lake City, Utah and the parties hereby submit to the jurisdiction of those courts.

17. **Language.** The parties have requested that this Agreement and all correspondence and all documentation relating to this Agreement be written in the English language. *Les parties aux présentes ont exigé que la présente entente, de même que toute la correspondance et la documentation relative à cette entente, soient rédigées en langue anglaise.*

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date.


9280-0366 Québec

David Block-Schachter
Chief Business Officer

Utah Transit Authority



Nichol Bourdeaux
Chief Communications & Marketing Officer



Laura Hanson
Director of Planning

Approved as to Form



UTA Compliance Officer

EXHIBIT A – End User Data

Transit is prepared to share End User Data with UTA to help improve operations and support planning initiatives. This exhibit describes the End User Data Transit will share with UTA, and the format of the End User Data. Upon request, Transit can provide access to historical data beginning on January 1st, 2017.

Overview

End User Data will be shared with UTA in a CSV file format. The End User data will contain aggregate and anonymous information about Transit usage in UTA's service area, including user locations, origin-destinations, and App usage.

Locations Data

The locations file contains information on where an End User was located when they used the Application:

latitude	longitude	timestamp
35.79872	-78.65966	2017-04-24 06:47:09 -0400
35.76412	-78.699566	1969-12-31 19:00:00 -0500
35.787509	-78.781559	1969-12-31 19:00:00 -0500

- latitude: a user's latitude at the beginning of a session.
- longitude: a user's longitude at the beginning of a session.
- timestamp: the time a particular action took place.

Trips Data

The trips file contains information about a-to-b journeys planned by users:

start_latitude	start_longitude	end_latitude	end_longitude	timestamp
35.787518	-78.700287	35.838068	-78.678074	2017-04-24 10:34:35 -0400
35.787521	-78.700271	35.838068	-78.678074	2017-04-24 10:35:27 -0400
35.787553	-78.700539	35.839874	-78.678412	2017-04-24 10:43:06 -0400

User Data

The user file contains information about Transit usage:

feed_id	date	download	users	sessions	users_week	users_month
67	8/1/16	5	25	50	79	210
67	8/2/16	9	29	52	91	221
67	8/3/16	4	24	57	104	211

feed_id: the id of the GTFS feed for which usage is being counted.

download: the number of downloads for a given feed on a given day

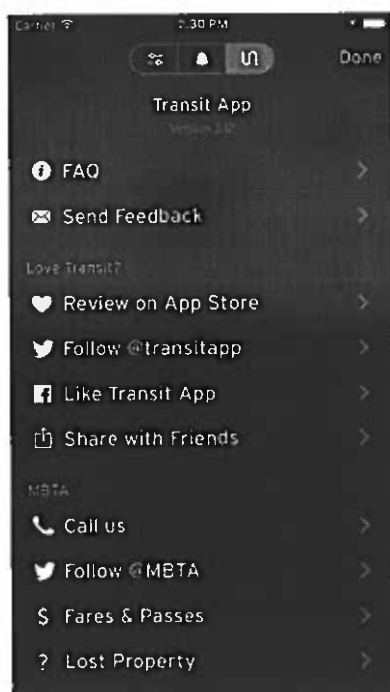
users: the number of users who used Transit on a given day

sessions: the number of sessions on a given day (counting widget sessions + app sessions)

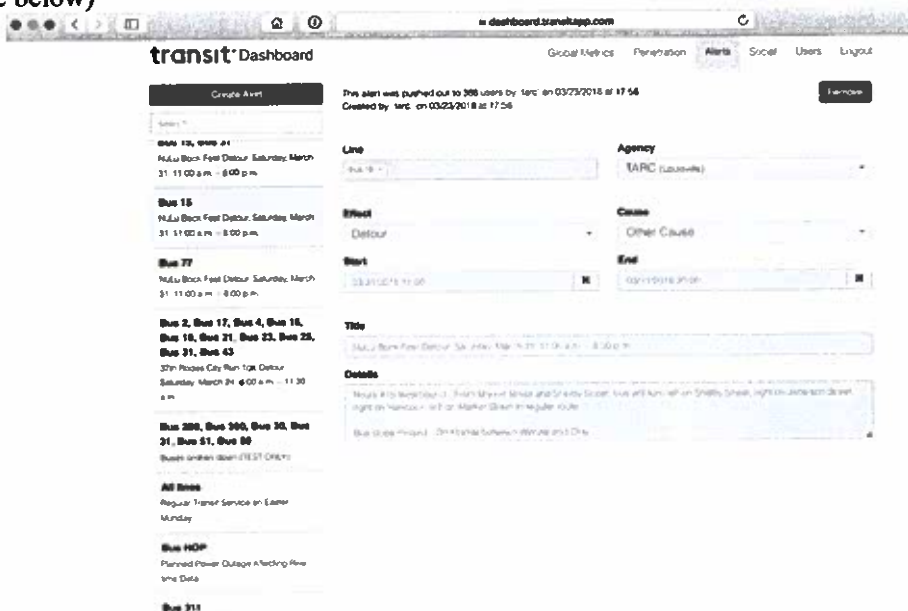
EXHIBIT B – Features

As described in Section 4.5 and 4.7 of the Agreement, Transit shall provide UTA with the following features:

- Customized and geo-localized UTA section in the settings page (example from Boston below)



- Access to the Dashboard (displayed on the next page) and service alerts tool (example from Louisville below)



transit Dashboard

	Yesterday	Last 7 days	Last 4 weeks
Downloads	141 <small>+23.02%</small>	1,026 <small>-3.64%</small>	4,015
Users	2,908 <small>+2.16%</small>	13,238 <small>+0.81%</small>	22,399
Sessions	19,257 <small>+0.22%</small>	244,990 <small>+2.11%</small>	883,815
Sessions / users	6,622 <small>-3.08%</small>	18,507 <small>+1.34%</small>	39,458

