Fare collection systems

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THE UTAH TRANSIT AUTHORITY

CONTRACT #22-03566 NEXTGEN ELECTRONIC FARE COLLECTION SYSTEM

CHANGE ORDER # 17

EXHIBIT F, VIRTUAL TRANSIT CARD SUPPLY AND MAINTENANCE

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.: **17**
☒ Change in scope ☐ Follow-up order ☐ Schedule change	☐ Change in operational scope ☐ Additional Requirement ☐
Initiated by: ☒ Customer	☐ Contractor

1. Change Order Description:

The UTA and Contractor have previously entered the Contract # 22-03566 NextGen Electronic Fare Collection System "FCS" on July 12, 2022. ("Contract"). Together, the UTA and the Contractor are referred to as the Parties.

With this Change Order Number 17 ("CO #17"), the Contractor and UTA agree to add Contract Exhibit F, Statement of Work Virtual Transit Card ("Exhibit F, SOW VTC") and Amend and Restate the Contract Exhibit B- Pricing. Accordingly, the Parties agree to the following:

1. The Parties have mutually agreed to add a Phase 5 to the Contract, which will incorporate Virtual Transit Card ("VTC") functionality into the Contractor Supplied FCS delivered to the UTA. ("VTC Functionality");
2. The Total One-Time Supply Pricing for the Phase 5 Services delivered under Exhibit F, SOW VTC is $3,540,000.00 USD which shall represent the maximum not-to-exceed amount for the Phase 5 One-Time Supply Services unless amended by a mutually executed Change Order. ("Phase 5, One-Time Supply Pricing"). Phase 5, One-Time Supply Pricing is affixed to CO # 17 as part of Appendix C;
3. The Phase 5, One-Time Supply Pricing is incorporated into the Contract, Exhibit B-Pricing, as Phase 5 Pricing, which is distinct and separate from Phases 1-4 Pricing. Accordingly, the Parties have Amended and Restated Contract, Exhibit B- Pricing, which is affixed to this Change Order as Appendix B;
4. Additionally, CO #17 modifies the Contract, Exhibit B, Section 3- Additional Variable On-Going Pricing ("On-Going Variable Pricing") and Section 4- Annual On-Going Pricing ("On-Going Annual Pricing") because of the introduction of the VTC into the SOW SLA;
5. The On-Going Variable Pricing modification (as adjusted in Section 3 of the Exhibit B-Pricing) includes two (2) new variable pricing categories, bringing the On-Going Variable Pricing categories to three (3) total pricing categories. The first new category is the cost for additional VTCs per annum, that exceeds 250,000 Active VTCs. The second new category is the cost for each newly provisioned Apple Wallet VTCs. These new Pricing categories are added to the On-Going Variable Pricing currently contracted category that includes variable Pricing for P2PE transactions on the TVMs. ("On-Going Variable Pricing Modification");

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6. The On-Going Annual Pricing modification adjusts the annual Section 4- Annual On-Going Pricing by increasing the Pricing by $250,000.00. This adjustment accounts for the base maintenance pricing to have 250,000 Active VTCs at any given time in a single month period, where 'Active VTC' shall mean a VTC that has been provisioned and is maintained under the SLA in accordance with the Design Deliverables (and described at a high level in Attachment A to the SOW) ("Active VTCs") ("On-Going Annual Pricing Modification"). Examples of how an Active VTC will be invoiced during the SLA Term are provided in Appendix A, Exhibit F, SOW VTC;
7. A newly provisioned Apple Wallet VTC is initiated for each new VTC account provisioning in the Apple wallet. ("Apple Wallet VTC Provisioning"). Notwithstanding the foregoing, the following do not constitute new account provisioning: a) suspended account; b) resumption of an account; c) a remote wipe of an account; d) a device wipe of an account; and e) transfer from one Secure Element (from one phone to another) within the same iCloud account and logging out of iCloud. For any of the events described in 7(a)-(e), the UTA will not incur an Apple Wallet VTC Provisioning;
8. For clarity, at the time of the execution of this CO #17, Google does not apply a wallet provisioning fee as described under the Apple Wallet VTC Provisioning. Accordingly, if Google modifies its business approach, the Contractor will notify the UTA in a reasonable period of the change so that the Parties can evaluate the impacts and adjust the design specifications and SLA, as applicable;
9. The Parties agree that both the On-Going Variable Pricing Modification and On-Going Annual Pricing Modification captured by this CO #17 in the Appendix A are based on the terms of this CO #17, inclusive of the Appendices. If, later, additional scope is added by mutual agreement of the Parties to the SOW SLA beyond what is described in this CO #17, then the Parties will further adjust the Contract, Exhibit B- Pricing by Change Order;
10. The Parties agree that they will shift $922,987.00 from the Phase 1-4 Mobile App Pricing to Phase 5, Exhibit F, SOW VTC Pricing. Such reallocation shall not reduce Contractor obligations under Phases 1-4 (excluding the removal of the Mobile App requirements) nor relieve Contractor of any previously committed deliverables or acceptance requirements under those Phases." ("Mobile App Price Adjustment");
11. Accordingly, this Mobile App Price Adjustment will be applied to Phase 5, One-Time Supply Pricing. Accordingly, while the Phase 5, One-Time Supply Pricing is $3,540,000.00, this CO #17 only increases the Total Contract Pricing (as identified in Exhibit B) for Phase 1-5 by $2,617,013.00;
12. The Parties agree that, for the baseline requirements for the Phase 5, One-Time Supply of the VTCs under Exhibit F, SOW VTC ("SOW VTC") are described in Appendix A of this CO #17. Any modifications to these requirements may require a Change Order to

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S&B Contract No.: SF006606	CO No.: **17**

account for both the pricing (for both the Phase 5, One-Time Supply Pricing and the SOW SLA On-Going Variable Pricing and the On-Going Annual Pricing, as may be applicable) and schedule impacts to the Master Project Plan ("MPP");

13. Additionally, the Parties agree that the SOW SLA requires modification including, but not limited to, a review of current documentation and appendices, along with the introduction of a new appendix that will capture the maintenance of the VTC Functionality. Accordingly, the Parties agree to undertake this task in the calendar year 2026;
14. The Parties acknowledge that the SOW VTC captures their mutual agreement on standard project processes, at a high-level, such as Project Schedule, Testing, and Documentation, which will be further defined by the Parties. Additionally, the SOW VTC captures licensing parameters, subject to any updates that may be required by the Contractor's third-party partners, as applicable and may be unknown to the Parties at the time of execution of this CO #17. Finally, the Parties agree that the SOW VTC captures the Parties agreement on the Contractor's Indemnification and Limitation of Liability responsibility for both the Phase 5, One-Time Supply and the SOW SLA;
15. The Parties explicitly agree that any and all SOW VTC Services are delivered solely as part of the Contract, Phase 5 and at no time will the delivery of the VTC functionality be cause for the UTA to delay approvals, payments, or closure of the Contract Phases 1-4. Conversely, delays in Phases 1-4 may impact the delivery of SOW VTC Services and VTC Functionality delivered as part of Phase 5. The Parties agree that if such delays or impacts are caused or arise, they will meet, evaluate, and with reasonableness adjust the Phase 5, One-Time Supply delivery including any Phase 5, One-Time Supply Pricing and MPP schedule impacts; and
16. The Parties agree that this Change Order, inclusive of all Appendices will be incorporated, in their entirety, into the Contract.

Except as defined in this Change Order, all terms found in the Contract shall remain unchanged and in full effect.

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2. Appendices
Appendix A- Exhibit F, Statement of Work: Virtual Transit Card
Appendix B- Amended and Restated Contract Exhibit B- Pricing
Appendix C- CO #17- Pricing

3. Pricing and Payment Milestones	
The Pricing for Phase 5, One-Time Supply is defined in CO #17, Appendix C- Pricing. The Payment Milestones for the Phase 5, One-Time Supply Pricing is as follows:	
Payment Milestone 1: Execution of this CO #17-	20%
Payment Milestone 2: Contractor Submission of Design Deliverable-	20%
Payment Milestone 3: UTA Approval of Submitted Design Deliverable-	10%
Payment Milestone 4: Contractor provision of Release Notes to UTA-	20%
Payment Milestone 5: Pilot Testing Complete-	20%
Payment Milestone 6: Deployment of VTC Functionality into the Production Environment-	10%
The Parties agree that the Payment Milestones may be modified by mutual agreement to cover any accounted for outgoing payments to third parties, which would be documented by the Contractor to show reasonableness. Notwithstanding the foregoing, the Parties agree that Payment Milestones 5 and 6 will not be adjusted as part of any Contractor request unless mutually agreed by the UTA.	
The Pricing for the SOW SLA Section 3 Additional Variable On-Going Pricing for both the additional Active VTCs beyond 250,000 and each newly provisioned Apple Wallet VTC, along with the Section 4 On-Going Annual Maintenance Pricing, which is described in Appendix C, CO #17- Pricing and fully defined in Appendix B, Amended and Restated Contract Exhibit B- Pricing. The collective Section 3 and Section 4 Pricing, as described in this CO #17, will be invoiced monthly using the currently established invoicing and payment mechanisms in the Contract.	

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CO-Authorization		
Utah Transit Authority Authorization	_____	_____ Date
	_____	_____ Date
	Approved as to form: DocuSigned by: _____ Mike Bell Assistant Attorney General	3/6/2026 _____ Date
Scheidt & Bachmann USA, Inc. Authorization	_____ Toby Holmes *Vice-President*	February 26, 2025 Date
	_____ Daniel Terryn *CEO*	February 26, 2025 Date

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Appendix A:

Contract, Exhibit F-
Statement of Work: Virtual Transit Card

CO #17 APPENDIX A:

UTA CONTRACT 22-03566 NEXTGEN ELECTRONIC FARE COLLECTION SYSTEM

EXHIBIT F: VIRTUAL TRANSIT CARD ("EXHIBIT F: SOW VTC")

This Exhibit F: SOW Virtual Transit Card ("SOW VTC") is entered into by and between the UTA and the Contractor pursuant to the terms of the UTA Contract 22-03566 NextGen Electronic Fare Collection System dated April 11, 2023. All terms not otherwise defined in this Exhibit F: SOW VTC will have the meaning ascribed to them in the Contract. For the avoidance of doubt, if there is a conflict of defined terms, precedence will be given to the term defined in this Exhibit F: SOW VTC for the purposes of the obligations created herein. Used on its own VTC stands for Virtual Transit Card.

This Exhibit F: SOW VTC is made up of the following individual documents, which are meant to interact with one another to provide definition on the totality of the Exhibit F: SOW VTC:

This Exhibit F:	SOW VTC
Attachment A:	SOW VTC Business Requirements

Collectively, the Exhibit F, SOW VTC, and its attachments will be referenced as the SOW VTC.

1. Introduction

The Services provided under this SOW oblige the Contractor to provide the UTA with both a one-time supply deliverable of a VTC solution that will be incorporated into the Contractor Supplied FCS and to provide with on-going maintenance services through the SOW SLA Term. Notwithstanding the foregoing and as described elsewhere in this SOW VTC, the on-going maintenance services will be defined and incorporated into Contract, Exhibit E- SOW SLA ("SOW SLA") later by mutual written agreement of the Parties. The Parties are targeting that such agreement shall be executed by December 31, 2026, for the VTC solution. Therefore, any references to on-going maintenance here are to set baseline pricing obligations and minimal high-level description of certain services that will form the modifications to the SOW SLA.

2. Exhibit F: SOW VTC PRICING

The Parties acknowledge and agree that the Pricing for the VTC solution, both for one-time supply under this SOW VTC and the on-going maintenance delivered under the SOW SLA are defined in Contract, Exhibit B- Pricing as amended and restated, in addition to a description in Contract, CO #17.

By way of example, the following represent four illustrative examples of when the Section 3 On-Going Variable Pricing Modification applies to the Section 4 On-Going Annual Pricing for Active VTCs:

a) At no given time has the active VTC circulation count exceed 250,000 VTCs. In this scenario, there are no Section 3- On-Going Variable Pricing Modifications applied to the On-Going Annual Pricing Modification because the active VTC count remains at or under the 250,000 threshold;

b) In the Calendar Year 2026, stemming from January 1, 2026, through December 31, 2026, there are 160,000 active VTCs in January and February 2026. This is under the 250,000-threshold limit and, therefore, there are **NO** Section 3- On-Going Variable Pricing modifications applied to the On-Going Annual Pricing Modification. However, in March of 2026, extending for the entire month, there are 280,000 active VTCs. This number of active VTCs stays the same through December 31, 2026. Therefore, the Section 3- On-Going Variable Pricing Modifications **ARE** applied to the On-Going Annual Pricing Modification because the active VTC count has eclipsed the 250,000 threshold during this period. The charge would be for 30,000 active VTCs beyond the 250,000 threshold for 10 months out of the 12-month yearly period. The yearly charge is $1.25 or about $.10/month so that would be pro-rated to account for 10 months of expanded active VTCs beyond the 250,000 threshold;

c) In the Calendar Year 2026, stemming from January 1, 2026, through December 31, 2026, there are 160,000 active VTCs in January and February 2026. This is under the 250,000-threshold limit and, therefore, there are **NO** Section 3- On-Going Variable Pricing modifications applied to the On-Going Annual Pricing Modification. However, on March 18, 2026 there are 280,000 active VTCs and this continues through March 29, 2026. On March 30, 2026, this drops back down to 160,000 active VTCs and remains at this number through December 31, 2026. Therefore, because the Section 3- On-Going Variable Pricing Modifications **ARE** applied to the On-Going Annual Pricing Modification on a **monthly basis** because the active VTC count has eclipsed the 250,000 threshold during part of this monthly period, the Section 3 On-Going Variable Pricing Modification applies for the entire month even though the active VTCs eclipsed the threshold only for part of that month. From March 30, 2026, the 160,000 active VTCs remains the same, hence does not eclipse the 250,000 threshold for the remaining months in the calendar year. Therefore, the charge would be for 30,000 active VTCs **only for the month of March 2026**, which would be for 1 month out of the 12-month yearly period. The yearly charge is $1.25 so that would be pro-rated to account for 1 month of expanded active VTCs beyond the 250,000 threshold; or

d) In the Calendar Year 2026, stemming from January 1, 2026, through December 31, 2026, there are 160,000 active VTCs in January and February 2026. This is under the 250,000-threshold limit and, therefore, there are **NO** Section 3- On-Going Variable Pricing modifications applied to the On-Going Annual Pricing Modification. However, on March 1, 2026, there are 280,000 active VTCs and this continues through March 31, 2026, effectively the entire month of March. On April 1, 2026, this drops back down to 160,000 active VTCs. Therefore, because the Section 3- On-Going Variable Pricing Modifications **ARE** applied to the On-Going Annual Pricing Modification on a **monthly basis** because the active VTC count has eclipsed the 250,000 threshold during the entire monthly period, the Section 3 On-Going Variable Pricing Modification applies for the entire month. From April 1, 2026 through December 31, 2026, the 160,000 active VTCs remains the same, hence does not eclipse the 250,000 threshold for the remaining months in the calendar year. Therefore, the charge would be for 30,000 active VTCs **only for the month of March 2026**, which would be for 1 month out of the 12-month yearly period. The yearly charge is $1.25 so that would be pro-rated to account for 1 month of expanded active VTCs beyond the 250,000 threshold.

For clarity, the above illustrations do not include the Section 3 On-Going Variable Pricing Modification impacts of newly provisioned Apple Wallet VTCs as those are separate variable pricing charges. These charges will apply irrespective of how many active VTCs exist. A newly provisioned Apple Wallet VTC is defined in the CO #17 and the SLA.

3. Phase 5 Project Schedule

The Contractor and the UTA acknowledge and agree that they will mutually agree to a High-Level Project Plan that has a baseline from the Payment Milestones in the CO #17. This will occur within sixty (60) days of executing the SOW VTC. The High-Level Project Plan will serve as the baseline for the creation of the Master Project Plan ("MPP").

4. Design

Per the Phase 5 MPP, the UTA and the Contractor will commence the design phase, which will include the standard UTA and Contractor approval processes previously utilized under the Contract, as otherwise modified by mutual agreement of the Parties. As part of this design process, the Contractor will work with its third-party partners to confirm detailed use case functionality, which it will then be provided to the UTA by the Contractor as part of the solution design documentation for the UTA's review and approval. If the Contractor's third parties have requirements that will result in adjustments to the design and or Pricing of the VTC deliverables, then the Contractor will inform the UTA in a reasonable period so that they Parties can discuss the impacts of such changes and give the UTA the ability to request modifications with the third parties.

5. Testing

The Contractor will work with its third-party integration partners to define the required testing parameters for the SOW VTC one-time supply deliverables. Notwithstanding the foregoing, the Parties agree that there should be anticipated testing at the Contractor labs, which may include third-party providers, testing at the UTA labs for User Acceptance Testing ("UAT"), and finishing with pilot testing utilizing a mutually curated user group. As part of the design process, formal test plans and criteria will be proposed by the Contractor and must be approved in writing by UTA prior to commencement of applicable testing.

Pilot Testing shall be subject to mutually agreed success criteria documented in the approved test plan. Completion of Pilot Testing shall not constitute acceptance of the VTC solution unless such success criteria are met and accepted in writing by UTA. However, the Parties acknowledge that there may be punch list items that are mutually agreed to, which will require the Contractor to remedy prior to either Payment Milestone 6 or within a mutually agreed amount of time under the Contractor's SLA obligations. ("Punch List"). The Parties will document Punch List items via a mutually executed project letter.

6. Documentation and Reporting

The Contractor's documentation and reporting requirements will be determined by the Parties during the SOW VTC design period. Additionally, any applicable updates to the SOW SLA will be captured via a Change Order to that document.

7. Software License Rights

The rights to use certain Contractor Software is defined in the Contract and subject to the terms of Contract Exhibit D- Contractor's Software License, as may be updated by any third-party agreements required under the SOW VTC or SOW SLA provided that no such third-party agreement shall materially limit UTA's rights or increase UTA's obligations without UTA's prior written approval.

8. Other

The SOW SLA will be updated by the Parties to capture the new scope of on-going maintenance services related to the VTC, subject to references in this SOW VTC with respect to scope or pricing. This will be undertaken in the Calendar Year 2026.

9. Limitation of Liability

The Parties acknowledge and agree that the General Indemnification for this SOW VTC is one hundred percent (100%) of the Phase 5, VTC One-Time Supply Pricing identified in Contract, Exhibit B- Pricing. With respect to the General Indemnification for the On-Going Maintenance Services that may be described in this SOW VTC or the SOW SLA, the SOW SLA, Section 8 remains unchanged.

Attachment A:
SOW VTC Business Requirements

ATTACHMENT A:

VTC Business Requirements

Table of Content

1 Introduction

This Appendix B of Exhibit F, SOW VTC, provides the Parties with the baseline requirements and assumptions for the Contractor's provision of Virtual Transit Card ("VTC") supply and on-going maintenance Services to the UTA. The VTC supply will be delivered under SOW VTC, as part of a separate Contract Phase 5, while the ongoing maintenance Services will be delivered under SOW SLA.

The Parties will utilize this document in their design planning processes, resulting with Parties agreeing on the VTC Design Deliverables under SOW VTC. Notwithstanding, the foregoing, the Parties agree that further discussions and agreements are required—in detail—for the Contractor and UTA obligations related to the Exhibit E, SOW SLA to incorporate ongoing maintenance for the VTC.

With the deployment of the VTC in the Contractor Supplied FCS, the FAREPAY card can be used as a digital, virtual credential in a rider's Google and Apple mobile wallets, which supports the institutions and individual FAREPAY Riders today.

2 Scope of Work

The VTC Upgrade to the mobile solution defined in the Contract will enable the UTA's rider's ability to pay their transit fares via a closed loop virtual transit card (VTC), stored securely in the Apple or Google wallet applications. The New FCS Back Office becomes the source of truth for virtual transit cards, including associated stored value and fare products, just like physical fare cards. Riders paying via the VTC will not need to carry a physical card and will have the ability to easily reload stored value and / or purchase fare products directly in wallet for added convenience.

As of the Effective Date of the Exhibit F, SOW VTC, the Parties agree that the Contractor Supplied FCS VTC solution will enable only Apple and Google mobile wallets.

New Media Type: Virtual Transit Cards

In addition to currently supported media in the New FCS, Riders can provision closed loop virtual transit cards to Google and Apple wallets on their smartphones. In general, the VTC solution supports the same fare products as physical closed loop cards.

Field Device Software Support for VTCs

Riders tap virtual transit cards on validation devices for travel. The Handheld inspection Field Devices enable fare enforcement officers to verify a rider has tapped their VTC. Generally, validation and inspection of VTCs works the same and produces the same results as validation and inspection of physical closed loop cards.

TVM Field Devices enable riders to purchase stored value reloads and / or fare products for their VTC by tapping their phone on the Field Device card reader to identify the ABT account. Reloads at third-party retail locations, which are not equipped with a Contractor supplied card reader, are not supported by the VTC solution. For clarity, at no time will the Contractor Supplied FCS support third party card readers, irrespective of the location or deployment of the third-party reader.

ABT Back Office Support for VTCs

The following provide Back-office system support for VTCs:

FG360 Reporting and Transfer of Data

The VTC solution is designed to provide additional information to the UTA that results from VTC validation, sales, ridership, etc. in FG360. Specifically, the following additional information is provided as part of the new VTC scope:

- Channel – new mobile wallet sales channel for purchases;
- Media type – new VTC media for validation and sales;
- Platform – Apple or Google (VTCs only); and,
- Device – Phone, watch/wearable, tablet (VTCs only).

The information described above will also be available in the UTA data repository exports.

Web Portals

The Passenger Portal, Customer Service Portal, and Institutional Portal will be upgraded to enable management of VTCs like physical closed loop cards.

Fare Rules and Products

The VTC will provide support for similar fare structures and rules that may be available for physical closed loop cards in the New FCS, such as the ability to activate institution passes on VTCs.

Institutional Support

The Parties acknowledge and agree that the UTA's priority for the VTC functionality is to provide a mobile solution for institutions and institution riders. Accordingly, the VTC Change Order includes design and development scope, which is captured by the Pricing, to deliver this priority functionality.

Therefore, and subject to the descriptions of the Supported Use Cases (described in the next section), the Parties anticipate that they will not have to execute additional Change Orders to the VTC to capture increased institutional VTC scope.

Additionally, the UTA vision for their Institutional pass partners is to create a solution that is founded in simplicity, as it relates to the VTC functionality, is as follows:

1. Institution User VTC Functionality Use Cases
    a. Institution User will activate the VTC to their Apple or Google wallet.
    b. Need to follow the prompted process from an e-mail prompt or the insititution so the institution can activate the pass that will be affiliated to the VTC from the institution.
    c. Need to be able to use the VTC via the pass by tapping the VTC on the UTA's Field Devices that accept the VTC
    d. Need to be able to keep the "rights' to the VTC so that it may be used directly with the UTA and / or a new institution based on the UTA's policy with the institution.
2. Institution VTC Functionality Use Cases
    a. Activation of the pass associated to the VTC to the institution user.
    b. Institution will manage the pass, based on the enrollment of the institution user.
    c. The institution can end the use of the pass, however they cannot end the institution user's ability to use the VTC either with a new institution (based on the policy the UTA has with that institution) or if the institution user wishes to use the VTC directly with the UTA.

Supported Use Cases

The VTC Upgrade includes a design phase, which will be a collaborative effort between the Contractor (including their mobile wallet partners) and the UTA, which will result in documented detailed business cases and functionality associated with VTC's. In particular, the design phase will include a focus on business processes for institution and institution riders to integrate VTC functionality. The following provides an overview of supported use cases for VTCs. The goal will be to provide as consistent an experience as possible for riders. However, in some cases the solution will be constrained by what the Contractor's mobile partners can support and / or the mobile partners requirements of and in their respective wallet applications. As a result, there are likely to be differences in user interface and experience between the two mobile platforms.

2.1 Virtual Transit Card Provisioning and Registration

2.1.1 Provision a Virtual Transit Card in Wallet

In this scenario, a rider requests and gets a new (anonymous) VTC via their mobile wallet and then purchases stored value balance and / or chooses fare products to load. The following is a high-level overview of the intended user experience:

1. Rider has a smartphone with the mobile wallet application, associated with a valid funding source (in-wallet);

2. In the wallet app, the Rider adds a card to their wallet -> selects Transit Pass -> selects Agency (UTA);
3. Rider must agree to the terms and conditions for the virtual transit card in wallet, which would include UTA's terms and conditions and the Contractor's third party's terms and conditions;
4. Rider chooses to load stored value and / or a pass product and pays the card fee (configurable by UTA but strongly recommended) to provision the card;
5. Rider completes the payment via their wallet funding source (through the UTA's currently supported (as of the Effective Date of the Contract) third party processor via the Payment Gateway); and
6. The Back Office creates the transit account for the media associated with the purchased value or product(s).

2.1.2 Registering a Virtual Card to a Customer Account

In this scenario, a rider links their VTC to their registered account in the Back Office. This enables the Rider to manage their VTC in the Passenger Portal such as setting up autoload, providing balance protection, and other activities that will be defined in the design phase. The following is a high-level overview of the intended user experience:

1. Rider has an anonymous VTC set up in their Wallet;
2. Rider has a registered customer account in Passenger Portal;
3. Rider logs into the Passenger Portal and selects to add a card to their account;
4. Rider enters the VTC card number visible in the wallet; and
5. Back Office validates the card and links the VTC to the customer's account.

2.1.3 Registering a Virtual Card for a Reduced Fare

In this scenario, a rider applies to associate their VTC with a reduced fare based on eligibility. This enables the Rider to purchase reduced fare products or pay reduced fares on a pay as you go basis. The following is a high-level overview of the intended user experience:

1. Rider has an anonymous VTC set up in their Wallet;
2. Rider has linked their VTC to their registered account in the Back Office;
3. Rider applies for a reduced fare and provides proof of eligibility at a UTA-approved location;
4. UTA approving agent sets the entitlement for the VTC; and
5. Rider will now see available reduced fare products for purchase in wallet.

2.1.4 Associate a Virtual Transit Card with an Institution

In this scenario, the rider associates their VTC with an institution to access institution passes, which are activated by the institution manager. The following is a high-level overview of the intended user experience:

1. Rider has an anonymous VTC set up in their wallet;
2. Rider confirms their VTC card number visible in the wallet to their Institution manager; and
3. Institution manager associates the VTC with their institution.

During the design phase, the Contractor will document institution association process flows to confirm the institution manager, rider customer experience, and reporting functionality, for UTA's review and approval.

2.1.5 Convert an Active Physical Card to a Virtual Transit Card

In this scenario, the rider replaces their active FAREPAY card with a VTC in Passenger Portal, transferring stored value balance and active fare products to the VTC and permanently blocking the replaced physical card. The following is a high-level overview of the intended user experience:

1. Rider has a registered FAREPAY card and VTC linked to the same rider account;
2. Rider logs into Passenger Portal and selects to replace their FAREPAY card
3. Rider selects their VTC to replace the physical card; and
4. The Back Office transfers balance and products to the VTC and blocks the physical card.

2.2 Virtual Transit Card On-Going Management and Customer Support

2.2.1 Suspend/Resume Virtual Transit Card Based on Denylist Status

If a VTC gets added to the deny list due to stored value balance and / or expired fare products (per normal business processes), the Back Office will suspend the card in wallet, so the rider sees this status. Similarly, when a VTC is removed from the deny list, the Back Office will update the wallet to show the VTC as active again. The following is a user experience, high-level overview:

1. Rider has a VTC set up in their wallet;
2. Rider taps their VTC and the resulting fare causes their stored value balance to go negative;
3. The Back Office adds the card to the deny list;
4. The Back Office sends an update to the wallet to indicate the card is suspended
5. Once the rider reloads their stored value balance, the Back Office removes the card from the deny list; and
6. The Back Office sends an update to the wallet to indicate the card is no longer suspended.

2.2.2 Suspend / Resume Lost or Stolen Virtual Transit Card

A rider can remove their VTC from their wallet, either in wallet or via the UTA customer service personnel, or by reporting their device lost or stolen to the mobile wallet providers if supported by the wallets). The following is a user experience, high-level overview:

1. Rider
    a. Can suspend their VTC via Passenger Portal, like a lost physical card; **or**
    b. Can request that the UTA suspend their VTC via the Customer Service portal, like a lost physical card; **or**
    c. Can report their device lost or stolen to the identified mobile wallet providers which results in a request from the wallet to the Back Office to suspend the VTC;
2. Once suspended, the VTC will receive a red light when tapped on a validator Field Device;
3. Rider can resume their VTC via the same channels; and

4. Once resumed, the VTC can again be used to tap and pay for transit service.

2.2.3 Remove a Virtual Transit Card from Wallet

A rider can remove their VTC from one device, either in wallet or via UTA authorized personnel. Once removed, the card may still show up in the Wallet as removed; however, the rider will not be able to use the VTC to tap and pay for transit service. The following is a high-level overview of the intended user experience:

1. Rider
    a. Chooses removes a VTC from their device in the Wallet application; **or**
    b. Rider requests a UTA customer service agent remotely removes a VTC from their Wallet.; and
2. Once removed, the VTC will remain unusable unless it is reactivated on the current device or a new device.

2.2.4 Rider Transfers a Virtual Card to New Device

A rider can remove their VTC from one device, either in wallet or via UTA customer service personnel and then activate that VTC on a different device associated with the same Google and/or Apple Wallet account. The following is a high-level overview of the intended user experience:

1. Rider logs into a different device with their Google and/or Apple account; and
2. Rider adds/activates their VTC on the new device.

Note: Riders can only transfer VTCs from Google -> Google or from Apple -> Apple (this will not work cross-platform). Also, riders can only have a VTC active on one device at a time (e.g. you cannot activate the same VTC on your smartphone and your smartwatch. Specifically, this is not recommended because it opens possibilities for fraudulent duplication of a pass product.)

2.2.5 Rider Unlinks a Virtual Transit Card in Passenger Portal

A rider can choose to unregister their VTC (make it anonymous) in Passenger Portal like a physical FAREPAY card. Once unregistered, if the VTC was enabled for entitlements, they are removed. The following is a high-level overview of the intended user experience:

1. Rider logs into Passenger Portal and selects the option to unlink their VTC from their customer account in the Back Office;
2. Rider can still use their VTC to tap and pay from the wallet: and
3. Rider can no longer use autoload and other features in Passenger Portal requiring registration.

2.2.6 Customer Service Agent Permanently Deletes a Virtual Transit Card

A Rider can request that the UTA's customer service personnel to permanently close out and delete their VTC (subject to UTA policies regarding refunds, etc.). This is analogous to retiring a physical card in the Back Office. The following is a high-level overview of the intended user experience:

1. Rider requests a UTA Customer Service agent permanently delete a VTC from their wallet;
2. UTA customer service personnel confirms a refund, transfer, or forfeit of active funds and / or products with the rider;
3. UTA customer service personnel deletes the VTC in the Customer Portal, which propagates to the wallet; and
4. Rider will no longer see their VTC in their wallet and will not be able to reactivate it on their current or another device.

2.2.7 Customer Service Agent Refunds/Credits Stored Value or Products

UTA customer service personnel can refund or credit value and/or products to a VTC (subject to UTA policies) via the Customer Portal. The following is a high-level overview of the intended user experience:

1. Rider identifies their VTC for the UTA customer service personnel to look up via the Customer Portal;
2. The UTA customer service personnel follows the UTA policies to provide riders with Back Office refunds or credit flows for the VTC; and
3. The Back Office sends the wallet an update to reflect changes to stored value and / or products for the VTC.

2.3 Virtual Transit Card Fare Sales

2.3.1 Virtual Transit Card Stored Value and Fare Product Sales in Wallet

A Rider can reload their VTC in the Wallet application, using an existing Wallet funding source. The payment is processed and confirmed by the Back Office. The following is a high-level overview of the intended user experience:

1. Rider selects in Wallet to reload their VTC;
2. Rider selects the stored value amount and / or fare products to purchase;
3. Rider completes the payment via their wallet funding source (through Chase);
4. The ABT Back Office updates the VTC transit account with the purchased value and / or product(s); and
5. The ABT Back Office sends an update to the wallet, so the Rider sees the purchased value/products(s).

Note: Products available for purchase may be limited by the Contractor's mobile wallet providers based on their wallet requirements.

2.3.2 Virtual Transit Card Stored Value / Fare Product Sales in Passenger Portal

A rider can reload their VTC on the Passenger Portal, anonymously or as part of a registered rider account. The following is a high-level overview of the intended user experience:

1. Two Types of Riders
    a. Anonymous rider enters their VTC card number, displayed in wallet, on the Passenger Portal and selects to reload their card; **or**
    b. Registered rider logs into Passenger Portal and selects to reload their VTC (linked to their account);
2. Rider selects the stored value amount and / or fare products to purchase;
3. Rider completes the payment (optionally, if available, via a stored funding method in Passenger Portal); and
4. The Back Office sends an update to the wallet, so the rider sees the purchased value and / or products(s).

2.3.3 Virtual Transit Card Stored Value / Fare Product Sales at TVM

A rider can reload their VTC at a TVM, including the ability to pay cash to load stored value or fare products to their VTC. The following is a high-level overview of the intended user experience:

1. Rider taps their VTC on the TVM card reader;
2. The TVM looks up and validates the associated account and returns the products available for purchase for that VTC;
3. Rider selects the stored value amount and/or fare products to purchase
4. TVM collects and confirms the payment with the Back Office; and
5. The Back Office sends an update to the wallet, so the rider sees the purchased value and / or product(s).

2.3.4 Enable Autoload for Virtual Transit Card in Passenger Portal

A rider can enable autoload for their VTC via a registered customer account and stored funding source on the Passenger Portal, such as a physical FAREPAY card. The following is a high-level overview of the intended user experience:

1. Rider has a VTC and has linked it to their customer account on the Passenger Portal;
2. Rider has a valid funding source stored with the ABT Back Office via the Passenger Portal;
3. Rider logs into Passenger Portal and selects the option to enable autoload for their linked VTC;
4. Rider sets the amount to reload and the balance threshold (per existing business processes);
5. The Back Office records the autoload for that VTC;
6. When the VTC balance goes below the configured threshold, the Back Office will automatically reload the specified stored value amount; and
7. The Back Office sends an update to the wallet so the rider sees the reloaded value reflected on their VTC balance.

2.4 Virtual Transit Card Validation & Inspection

In general, validation and inspection of VTC will function the same as for physical FAREPAY cards including:

- Online vs. offline processing;
- Tap-on / tap-off processing and missing tap handling; and
- Deny listing;
- Hierarchy of validation of pay as you go vs. pass products; and
- Balance thresholds.

The Contractor’s mobile wallet providers both support the ability for riders to select a VTC to present by default as their transit payment. The Contractor will provide certifying Services for Validating Field Devices (on-board or stationary) for Contractor’s mobile providers so that riders can tap their VTC without unlocking their phones.

2.4.1 Virtual Transit Card Validation

A rider can tap their VTC on a Validating Field Device to pay their fare. The following is a high-level overview of the intended user experience:

1. Rider taps their VTC on a Validating Field Device before boarding a bus or train;
2. The Back Office calculates the fare, including transfers and cap discounts (if applicable), and updates the stored value balance, if necessary; and
3. The Back Office sends an update to the wallet with transaction information and updated balance info.

2.4.2 Virtual Transit Card Inspection

A rider can tap their VTC on a handheld inspection device to confirm that they tapped before boarding. The following is a high-level overview of the intended user experience:

1. Rider taps their VTC on a handheld inspection Field Device when prompted by the fare enforcement officer; and
2. Inspector can see recent tap information for the VTC, just like they can for a physical FAREPAY card.

2.5 Virtual Transit Card Account Enquiries

2.5.1 Rider Views Virtual Transit Card Info in Wallet

Riders can view information about their VTC in the Wallet application:

1. VTC card number;
2. VTC issue date;
3. VTC status (active, suspended, etc.); and
4. Stored value balance and / or active pass products.

2.5.2 Rider Views Virtual Transit Card Transaction and Purchase History in Wallet

Riders can view purchase and transaction history for their VTC in the wallet application:

1. Recent transactions, including the fare charged; and
2. Recent purchase transactions.

2.5.3 Rider Receives Alerts in Wallet

The Contractor’s mobile wallet providers have requirements for alerts to be sent from the Back Office to the wallet. The specific alerts will be finalized during the design review process however, they may include:

1. Store value low balance warning;
2. Pass expiration warning; and
3. Lifecycle events (e.g. Admin-initiated suspend).

2.5.4 Rider Views Static Customer Service Info In Wallet

Riders can view static customer service info in wallet.

1. Rider views their card in the wallet and taps it to view more information:
    - Agency website URL;
    - Customer service email; and
    - Customer service phone number.

2.5.5 Rider Views Virtual Transit Card Info in the Passenger Portal

Anonymous and registered riders can view virtual transit card info in Passenger Portal like a physical FAREPAY card (and with similar restrictions for what can be viewed by anonymous vs. registered riders)

1. Two different types of riders:
a. Anonymous rider enters their VTC card number, displayed in wallet, on the Passenger Portal to look up their card**; or**
b. Registered Rider logs into the Passenger Portal and selects their VTC (linked to their account); and
2. Rider's views of their VTC information:
    - Card status;
    - Concession entitlement information (including, if appliable, entitlement expiration);
    - Stored value balance and fare product information; and
    - Transaction and purchase history.

2.6 Virtual Transit Card Reporting

The VTC upgrade will include a Back Office reporting functionality Upgrade. UTA staff report users can review reports on ridership based on media (VTC), usage of the specific Contractor mobile wallet provider, and device type (phone, tablet, watch/wearable), which are based on information available for VTCs at the time of provisioning.

The VTC Upgrade will include the extension of existing financial and ridership reports to include VTC ridership and purchases. In addition, report users can view VTC status information. The following is a report user experience, high-level overview:

1. Report user can run a report to see virtual transit card ridership, e.g. filter ridership on media, platform, and/or device type;
2. Report user can run a report to see virtual transit card sales, e.g. filter sales on media, platform, device type, and sales channel (including wallet as a new channel); and
3. Report user can run a report to see VTC activity status, e.g. monitor VTC usage in case UTA wants to enforce deactivations after a certain period of inactivity.

VTC ridership, sales, and account data is also exported via the Data Warehouse Extract process.

3 Assumptions

The Parties agree that the Contractor's mobile wallet providers have the final say in terms of what functionality will be supported in their wallet applications. Therefore, there may be differences in terminology, user experience, and information available regarding the VTCs between these providers.

Additionally, VTC reloading will rely on the rider tapping the NFC card at physical reload locations to identify the associated rider Back Office account and the Contractor's VTC solution will not include any support for InComm Retail reloading that utilizes scanned barcode(s) to identify the VTC account.

Fare collection systems

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Appendix B:

Amended and Restated Contract Exhibit B- Pricing

CO #17- Appendix B- Pricing

Item	Description	Qty.		Total Pricing USD
	Phase 5: One-Time Supply Pricing			
1	Development	LS		$ 2,570,856.00
2	Testing	LS		$ 410,394.00
3	Deployment	LS		$ 141,290.00
4	Project Management	LS		$ 417,460.00
	Total Phase 5 One-Time Supply Pricing*:			**$ 3,540,000.00**

Item	Description	Qty.	Unit Pricing (USD)	Total Pricing Per Annum (USD)
	SOW SLA: On-Going Maintenance Pricing			
1	Section 4: Annual On-Going Pricing Minimum **	LS		$ 250,000.00
2	Section 3: Additional Variable On-Going Pricing per Active VTC per year ***	TBD	1.25	TBD
3	Section 3: Additional Variable cost per Apple Wallet VTC Provisioning ****	TBD	1.25	TBD
	Total SOW SLA On-Going Maintenance Pricing***:**			**$ 250,000.00**

CO# 18: Pricing Summary		
Total Phase 5 One-Time Supply Pricing:		**$ 3,540,000.00**
Total SOW SLA On-Going Maintenance Pricing:		**$ 250,000.00**
CO #18 Total Pricing******		**$ 3,540,000.00**

* Total One-Time Pricing -- per CO#17, the Parties agree that $922,987.00 from Phases 1-4, Mobile App Pricing, has shifted from those phases into CO #17 Phase 5 One-Time Supply Pricing. This will be incorporated into the $3,540,000.00 total Phase 5 One-Time Supply Pricing.

** Section 4 On-Going Pricing of $250,000.00 annual fee will be added to each year of the SOW SLA Term upon the VTC's deployment into the Contractor's Supplied FCS. This will include up to 250,000 Active VTCs per annum. This will invoiced monthly with all other monthly ongoing SOW SLA pricing.

*** Section 3: Additional Variable On-Going Pricing per Active VTC per year is $1.25. This charge only applies if at any point in time in a given month, there are more than 250,000 active VTCs. This $1.25 will be billed over a 12-month period, pro-rata, for each active VTC in that given month.

**** Section 3: Additional Variable cost per each Apple Wallet VTC Provisioning is $1.25. This charge applies for each new VTC account provisioning in the Apple Wallet. Notwithstanding the foregoing, the following do not constitute new account provisioning: a) suspended account; b) resumption of an account; c) a remote wipe of an account; d) a device wipe of an account; and e) transfer from one Secure Element (from one phone to another) within the same iCloud account and logging out of iCloud.

*****The $250,000.00 total SOW SLA On-Going Maintenance Pricing is an annual price that excludes the Section 3 additional variable on-going pricing for both active VTCs per annum and Section 3 newly provisioned Apple Wallet VTCs. These additional costs will be invoiced and charged as described in these pricing notes.

******CO #17 Total Pricing excludes the annual Total SLA On-Going Maintenance Pricing and the annual Section 3 and Section 3 variable pricing for active VTCs and newly provisioned Apple wallet VTCs. These prices are captured in Contract, Exhibit B-Pricing.

Fare collection systems

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Appendix C:

CO #17- Pricing

CO #17- Appendix C

Amended and Restated Contract Exhibit B: Pricing

February 11, 2026

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. The Parties agree that there are three on-going variable pricing categories:

Section 3(a) for the Variable Ongoing Pricing for the P2PE transaction fees for PCI related Services are affixed to the Exhibit B as Exhibit B.3. For clarity, 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.

Section 3(b) for the Variable Ongoing Pricing for the Active VTCs beyond the maximum alloted amount of 250,000 as defined in CO #17.

Section 3(c) for the Variable Ongoing Pricing for the Apple Wallet VTC Provisioning as define in CO #17.

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
Phases 1-4 Section 2: One Time- Supply Pricing	$ 21,069,744.00	This includes all One-Time Supply Pricing for Phases 1-4 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(a-c): 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	$ 11,112,494.00	This Pricing represents the combined Pricing for both ISLA and SLA Services for Phases 1-4,but does not include Pricing for On-Going Services for the Mobile Payment Solution that will be included in the future. Specificity for the current On-Going Maintenance Pricing is found in Exhibit B.5.
Phase 5, Section 5: One-Time Supply Pricing	$ $3,540,000.00	This includes all One-Time Supply Pricing for the Virtual Transit Card's design, development, testing, and deployment.
Total Pricing	**$ 35,722,238.00**	

EXHIBIT B.2:

Pricing Payment Milestones

CO #17- Illustrative Notes to Contract, Exhibit B.2

***The following notes are for illustrative purposes only and are met to provide high-level descriptions of changes made to Exhibit B.2. The Parties agree that the notes match the information contained in the Exhibit B.2 Pricing Payment Milestones that follows however, the Parties further agree that if there is a conflict between what is contained in these notes and what is in the Exhibit B.2 and / or CO #17, then the Exhibit B.2 and / or CO #17 will prevail.**

Section 2: One-Time Supply Pricing Phase 1, 4.1 and 4.2

- Due to the Parties agreement (described directly below) that the Mobile App was being shifted to Phase 5, Virtual Transit Card and some elements of the Mobile Pricing line item (dedicate to the Web Portals and Common Technology Framework) would remain in Phases 1, 4.1, and 4.2, there were automatic adjustments to the Phases 1, 4.1, and 4.2 Payment Milestone rows, and Mobile App Pricing column, to account for the updated Pricing of $529,910.00 split, respectively, between the Phases.
- The Parties agree that, prior to the execution of CO #11, the Contractor has invoiced UTA as follows for the Mobile App:
    - Phase 1, Payment Milestone 1: “Submission of QA Plan and Project Schedule”: $72,644.85.
    - Phase 4, Payment Milestone 2: “Contractor Provision of Design for FDR Approval”- $145,289.70.
    - Phase 4, Payment Milestone 3: “UTA’s Approval of the Contractor’s Submission of FDR Design Documentation: $435,869.10.
    - These three invoices total: $653,803.65, which results in UTA being invoiced $123,893.65. The Parties will mutually agree to what future Phase 4.1 and / or Phase 4.2 invoices that are issued, in their full amount after CO #17 has been executed, will be identified as having a UTA “pre-payment” applied to the balance of that invoice(s). Accordingly, no adjustment of Phase 5 invoicing or milestones is required to account for this delta.

Section 2: One-Time Supply Pricing (Phases 1-4)- provision of one-time supply of materials, software, and services

- The Parties updated the row called “Mobile App” as follows:
    - Mobile App is now called “Web Portals and Common Technology Framework”.
    - The column “Total Phase 1-4 Pricing per named material, software, or service was decreased to a Pricing value of $529,910.00 to capture the shift of the previously contracted “Mobile App” deliverable, which has been descoped and added to Phase 5 under the term Virtual Transit Card. For clarity, the $922,987.00 Pricing that was descoped is shifted and makes up part of the Phase 5 One-Time Supply Pricing.
    - Correspondingly, the column “Phase 4.1 Total Pricing (based on total allocated Phase %)” is decreased and the new Pricing is $377,560.889.
    - Correspondingly, the column “Phase 4.2 Total Pricing (based on total allocated Phase %)” is decreased and the new Pricing is $125,853.63.
    - Correspondingly, the column “Phases 1-4 Total Pricing (based on Phases 1-4 Allocated %)” is decreased and the new Pricing is $529,910.00.

- The Parties updated the row called “Total Section 2 Initial Pricing (Phases 1-4) as follows:
    - The column “Total Phase 1-4 Pricing per named material, software, or service was decreased to a Pricing value of $21,069,744.00 to capture the shift of the previously contracted “Mobile App” deliverable, which has been descoped and added to Phase 5 under the term Virtual Transit Card. For clarity, the $922,987.00 Pricing that was descoped is shifted and makes up part of the Phase 5 One-Time Supply Pricing.
    - Correspondingly, the column “Phase 4.1 Total Pricing (based on total allocated Phase %)” is decreased and the new Pricing is $3,243,855.45.
    - Correspondingly, the column “Phase 4.2 Total Pricing (based on total allocated Phase %)” is decreased and the new Pricing is $1,081,285.15
    - Correspondingly, the column “Phases 1-4 Total Pricing (based on Phases 1-4 Allocated %)” is decreased and the new Pricing is $21,069,744.00.

Section 5: One-Time Supply Pricing for Virtual Transit Card

- The Parties added this new Section, directly below “Section 2: One-Time Supply Pricing (Phases 1-4)- provision of one-time supply of materials, software, and services”, to capture the new Section 5, Phase 5 Payment Milestones, which are defined in CO #17. These Payment Milestones are automatically linked to the “Section 5: One- Time Supply Pricing for Phase 5- provision of one-time supply of design, development, testing, an deployment of the VTC”, which is directly underneath this new Section 5.

Section 5: One-Time Supply Pricing for Phase 5- provision of one-time supply of design, development, testing, and deployment of the VTC

- This Section, which is directly below the section described above, was added by the Parties to capture the Phase 5, One-Time Supply Pricing for the VTC. As described above, it is automatically linked to the Payment Milestones.

Section 3: Variable Ongoing Maintenance

- The Parties modified the Section as follows:
    - Added two more variable pricing categories for the “Per Active VTCs per year” (Variable Pricing 3(b)) and “Per Apple Wallet VTC Provisioning” (Variable Pricing 3(c)).
- Per CO #17, Section 3(b) Variable Pricing for Active VTCs is $1.25 per year. This charge only applies if, at any point in time in a given month, there are more than 250,000 Active VTCs. This $1.25 will be billed over a 12-month period, pro-rata, for each Active VTC in that given month. Examples are provided in CO #18.
- Per CO #17, Section 3(c) Variable Pricing for Apple Wallet VTC Provisioning is $1.25. This charge applies for each new VTC account provisioning in the Apple Wallet. Notwithstanding the foregoing, the following do not constitute new account provisioning: a) suspended account; resumption of an account; c) a remote wipe of an account; and e) transfer from one Secure Element (from one phone to another) within the same iCloud account and logging out if iCloud.

Section 4: On-Going Maintenance

- The Parties modified the "Total Section 4: Ongoing Maintenance Pricing":
  - By increasing the row called "Pricing for each of the SLA Pricing Years 1-5" (in the respective individual columns) by $250,000.00 per annum (excluding any applicable variable on-going Pricing) to represent the increased pricing for the VTC on-going maintenance minimum per. Consequently, the column "Total SLA Pricing Years 1-5" was increased by the total sum increase of each of the Years 1-5 columns;
  - Subsequently, the columns of row "Total Section 4: Ongoing Maintenance Pricing" were automatically updated by similar amounts.
  - For clarity, the $250,000.00 per annum pricing described above will not be invoiced until CO #17's Payment Milestone 6- Deployment of VTC Functionality into the Production Environment has been accepted by UTA.

Sections 1-5 Total Pricing

- The Parties modified the title to capture the new Section 5 Pricing. The new title is "Sections 1-5 Total Pricing".
- The Parties added a new row called "Invoiced and Payable Pricing during Phase 5" to capture the VTC one-time supply pricing of $3,540,000.00.
- The Parties updated the row called "Section 2: One-Time Supply Pricing (Phase 1-4)- provision of one-time supply of materials, software, and services: 175 TVMs; 130 stationary validators; and 1170 onboard validators- 936 Double door and 234 Single door" as follows:
  - The column called "Section Pricing" is updated to capture the decreased value of the Phase 1-4 One-Time Supply Pricing because of the shift of the "Mobile App" scope into Phase 5, which includes a shift of $922,987.00 Pricing to Phase 5 One-Time Supply Pricing. The new Pricing is $21,069,744.00.
  - Correspondingly, the column called "Invoiced and Payable Pricing During Phases 1-4" was updated to the same amount noted above, $21,069,744.00.
  - Correspondingly, the column called "Total Invoiced and Payable Pricing During the Contract Term" was updated to the same amount noted above, $21,069,744.00.
- The Parties updated the Section 4 Pricing row to account for the changes noted above in Section 4: On-Going Maintenance. This includes:
  - Increasing the Pricing in the column "Total Invoiced and Payable Pricing During Contract Term" to a new total of $11,112,494.00.
  - Increasing the Pricing in the column "Invoiced and Payable Pricing during SLA" to a new total of $9,019,582.00.
  - Increasing the Pricing in the column "Total Invoiced and Payable Pricing During Contract Term" to a new total of $11,112,494.00.
- The Parties updated the row called Total Invoiced and Payable Pricing during Phases 1-4 and SLA to "Total Invoiced and Payable Pricing during Phases 1-4, Phase 5, and SLA" to capture the new Phase 5. Within this row, the following columns were updated:
  - "Invoiced and Payable Pricing During Phase 5" was added and is $3,540,000.00, which captures the total One-Time Supply Pricing for the VTC.
  - The "Invoiced and Payable Pricing During SLA" was updated to match the new SLA Total Pricing of $9,019,582.00.
  - The "Total Invoiced and Payable Pricing During Contract Term" was updated to capture the new total pricing due to the changes made in the new Phase 5 and

the updates to Section 4 Ongoing Maintenance Pricing, which is now a Total Contract Price of $35,722,238.00.

- The row Total Section 1-4 Pricing was updated to “Total Sections 1-5 Pricing” to reflect the addition of Phase 5 Pricing. The column “Section Pricing” was updated to the new Total Contract Price of $35,722,238.00.

SECTION 2: One-Time Supply Pricing			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 1	PM 1	Submission of QA Plan and Project Schedule	5%	$176,959.50	5%	$354,165.50	5%	$464,514.20	5%	$26,495.50	5%	$20,381.50	10%	$21,942.00	$0.00	$1,064,458.20
	PM 2	Provision of Design Docs for FDR Approval	10%	$353,919.00	0%	$0.00	10%	$929,028.40	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	11.07143%	$1,028,567.29	0%	$0.00	0%	$0.00	0%	$0.00	$0.00	$1,028,567.29
	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%**	**$884,797.50**	**5%**	**$354,165.50**	**85.0%**	**$7,896,741.40**	**5%**	**$26,495.50**	**5%**	**$20,381.50**	**40%**	**$87,768.00**	**$914,355.00**	**$10,184,704.40**
		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	95%	$6,729,144.50	15%	$1,393,542.60	95%	$503,414.50	95%	$387,248.50	60%	$131,652.00	$1,178,557.00	$12,977,951.60

			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	$0.00	$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	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	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	$0.00	$1,239,456.00
	PM 5	Completion of Pilot (Phase 2 Final Acceptance)	5%	$176,959.50	25%	$1,770,827.50	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	$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**	**15%**	**$32,913.00**	**$1,094,600.00**	**$7,501,999.00**
		Remaining Total Percentage and Pricing Amounts of Supplied Materials & Software and ISLA to be paid in Phases 3 and 4	55%	$1,946,554.50	15%	$1,062,496.50	15%	$1,393,542.60	95%	$503,414.50	95%	$387,248.50	45%	$98,739.00	$83,957.00	$5,475,952.60

			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 Amount Paid Per Milestone Payment
Phase	Payment Milestone	Description of Milestone														
Phase 3.1	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	$0.00	$0.00
	PM 2	Provision of Design Docs for FDR Approval	7.5%	$265,439.25	0%	$0.00	0%	$0.00	0%	$0.00	7.5%	$30,572.25	3.75%	$8,228.25	$0.00	$304,239.75
	PM 3	UTA Approval of Submitted FDR Design Docs	0%	$0.00	0%	$0.00	0%	$0.00	0%	$0.00	22.5%	$91,716.75	3.75%	$8,228.25	$0.00	$99,945.00
	PM 4	FAT Approved (Phase 3 HW)	3.75%	$132,719.63	0%	$0.00	0%	$0.00	0%	$0.00	11.25%	$45,858.38	0%	$0.00	$0.00	$178,578.00
	PM 5	Completion of Pilot (Phase 3 Final Acceptance)	3.75%	$132,719.63	0%	$0.00	0%	$0.00	0%	$0.00	18.75%	$76,430.63	3.75%	$8,228.25	$0.00	$217,378.50
	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	$83,957.00	$83,957.00
		Phase 3.1 Total Percentage and Pricing of Supplied Materials & Software and ISLA	**15%**	**$530,878.50**	**0%**	**$0.00**	**0%**	**$0.00**	0%	**$0.00**	**60%**	**$244,578.00**	**11.25%**	**$24,684.75**	**$83,957.00**	**$884,098.25**
		Remaining Total Percentage and Pricing of Supplied Materials & Software and ISLA to be paid in Phase 4	40%	$1,415,676.00	15%	$1,062,496.50	15%	$1,393,542.60	95%	$503,414.50	35%	$142,670.50	33.75%	$74,054.25	$0.00	$4,591,854.35

			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 Amount Paid Per Milestone Payment
Phase	Payment Milestone	Description of Milestone														
Phase 3.2	PM 1	Submission of QA Plan and Project Schedule	0%	$0.00	0%	$0.00	0%	$0.00	0.00%	$0.00	0%	$0.00	0%	$0.00	$0.00	$0.00
	PM 2	Provision of Design Docs for FDR Approval	2.5%	$88,479.75	0%	$0.00	0%	$0.00	0.00%	$0.00	2.5%	$10,190.75	1.25%	$2,742.75	$0.00	$101,413.25
	PM 3	UTA Approval of Submitted FDR Design Docs	0%	$0.00	0%	$0.00	0%	$0.00	0.00%	$0.00	7.5%	$30,572.25	1.25%	$2,742.75	$0.00	$33,315.00
	PM 4	FAT Approved (Phase 3 HW)	1.25%	$44,239.88	0%	$0.00	0%	$0.00	0.00%	$0.00	3.75%	$15,286.13	0%	$0.00	$0.00	$59,526.00
	PM 5	Completion of Pilot (Phase 3 Final Acceptance)	1.25%	$44,239.88	0%	$0.00	0%	$0.00	0.00%	$0.00	6.25%	$25,476.88	1.25%	$2,742.75	$0.00	$72,459.50
	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	0.00%	$0.00	0%	$0.00	0%	$0.00	$0.00	$0.00
		Phase 3.2 Total Percentage and Pricing of Supplied Materials & Software and ISLA	**5%**	**$176,959.50**	**0%**	**$0.00**	**0%**	**$0.00**	**0.00%**	**$0.00**	**20%**	**$81,526.00**	**3.75%**	**$8,228.25**	**$0.00**	**$266,713.75**
		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%	$1,393,542.60	95.00%	$503,414.50	15%	$61,144.50	30%	$65,826.00	$0.00	$4,325,140.60

			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 4.1	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	$0.00	$0.00
	PM 2	Provision of Design Docs for FDR Approval	7.50%	$265,439.25	0%	$0.00	0%	$0.00	7.5%	$39,743.25	0%	$0.00	3.75%	$8,228.25	$0.00	$313,410.75
	PM 3	UTA Approval of Submitted FDR Design Docs	0%	$0.00	0%	$0.00	0%	$0.00	22.5%	$119,229.75	0%	$0.00	3.75%	$8,228.25	$0.00	$127,458.00
	PM 4	FIT Approved (NO PHASE 4 HW DELIVERIES)	3.75%	$132,719.63	0%	$0.00	0%	$0.00	11.25%	$59,614.88	0%	$0.00	0%	$0.00	$0.00	$192,334.50
	PM 5	Completion of Pilot (Phase 4 Final Acceptance)	3.75%	$132,719.63	0%	$0.00	0%	$0.00	18.75%	$99,358.13	0%	$0.00	3.75%	$8,228.25	$0.00	$240,306.00
	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	$0.00	$0.00
	PM 7	Final System Acceptance	0%	$0.00	0%	$0.00	0%	$0.00	0%	$0.00	0%	$0.00	0%	$0.00	$0.00	$0.00
		Phase 4.1 Total Percentage and Pricing of Supplied Materials & Software and ISLA	**15%**	**$530,878.50**	**0%**	**$0.00**	**0%**	**$0.00**	**60%**	**$317,946.00**	**0%**	**$0.00**	**11.25%**	**$24,684.75**	**$0.00**	**$873,509.25**
		Remaining Total Percentage and Pricing of Supplied Materials & Software and ISLA to be paid under the Contract	20%	$707,838.00	15%	$1,062,496.50	15%	$1,393,542.60	35%	$185,468.50	15%	$61,144.50	18.75%	$41,141.25	$0.00	$3,451,631.35

			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 4.2	PM 1	Submission of QA Plan and Project Schedule	0.00%	$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	2.50%	$88,479.75	0%	$0.00	0%	$0.00	2.5%	$13,247.75	0%	$0.00	1.25%	$2,742.75	$0.00	$104,470.25
	PM 3	UTA Approval of Submitted FDR Design Docs	0.00%	$0.00	0%	$0.00	0%	$0.00	7.5%	$39,743.25	0%	$0.00	1.25%	$2,742.75	$0.00	$42,486.00
	PM 4	FAT Approved (NO PHASE 4 HW DELIVERIES)	1.25%	$44,239.88	0%	$0.00	0%	$0.00	3.75%	$19,871.63	0%	$0.00	0%	$0.00	$0.00	$64,111.50
	PM 5	Deployment of 4.2 Deliverables (Phase 4 Final Acceptance)	1.25%	$44,239.88	0%	$0.00	0%	$0.00	6.25%	$33,119.38	0%	$0.00	1.25%	$2,742.75	$0.00	$80,102.00
	PM 6	Continuation and Completion of ISLA (In addition to Pricing of Base Contract, Variable Ongoing Pricing for P2PE services should begin).	0.00%	$0.00	0%	$0.00	0%	$0.00	0%	$0.00	0%	$0.00	0%	$0.00	$0.00	$0.00
	PM 7	Final System Acceptance	15.00%	$530,878.50	15%	$1,062,496.50	15%	$1,393,542.60	15%	$79,486.50	15%	$61,144.50	15%	$32,913.00	$0.00	$3,160,461.60
		Phase 4.2 Total Percentage and Pricing of Supplied Materials & Software and ISLA	**20.00%**	**$707,838.00**	**15%**	**$1,062,496.50**	**15%**	**$1,393,542.60**	**35%**	**$185,468.50**	**15%**	**$61,144.50**	**18.75%**	**$41,141.25**	**$0.00**	**$3,451,631.35**
		Remaining Total Percentage and Pricing of Supplied Materials & Software and ISLA to be paid under the Contract	0%	$0.00	0%	$0.00	0%	$0.00	0%	$0.00	0%	$0.00	0%	$0.00	$0.00	$0.00

Section 2: One-Time Supply Pricing (Phases 1-4)- provision of one-time supply of materials, software, and services	Total Phase 1-4 Pricing per named material, software, or service	Phase 1 Total Allocated Percentage	Phase 1 Total Pricing (based on total allocated Phase %)	Phase 2 Total Allocated Percentage	Phase 2 Total Pricing (based on total allocated Phase %)	Phase 3.1 Total Allocated Percentage	Phase 3.1 Total Pricing (based on total allocated Phase %)	Phase 3.2 Total Allocated Percentage	Phase 3.2 Total Pricing (based on total allocated Phase %)	Phase 4.1 Total Allocated Percentage	Phase 4.1 Total Pricing (based on total allocated Phase %)	Phase 4.2 Total Allocated Percentage	Phase 4.2 Total Pricing (based on total allocated Phase %)	Phases 1-4 Total Allocated Percentage	Phases 1-4 Total Pricing (based on Phases 1-4 Allocated %)
Back Office	$3,539,190.00	25%	$884,797.50	20.0%	$707,838.00	15.00%	$530,878.50	5.00%	$176,959.50	26.25%	$929,037.38	8.75%	$309,679.13	100.0%	$3,539,190.00
Validators (OV & SV)	$7,083,310.00	5%	$354,165.50	80.0%	$5,666,648.00	0.00%	$0.00	0.00%	$0.00	11.25%	$796,872.38	3.75%	$265,624.13	100.0%	$7,083,310.00
TVM	$9,290,284.00	85.0%	$7,896,741.40	0.0%	$0.00	0.00%	$0.00	0.00%	$0.00	11.25%	$1,045,156.95	3.75%	$348,385.65	100.0%	$9,290,284.00
Web Portals and Common Technology Framework	$529,910.00	5%	$26,495.50	0.0%	$0.00	0.00%	$0.00	0.00%	$0.00	71.25%	$377,560.88	23.75%	$125,853.63	100.0%	$529,910.00
Mobile Inspect Device (HHV)	$407,630.00	5%	$20,381.50	0.0%	$0.00	60.00%	$244,578.00	20.00%	$81,526.00	11.25%	$45,858.38	3.75%	$15,286.13	100.0%	$407,630.00
Other	$219,420.00	40%	$87,768.00	15.0%	$32,913.00	11.25%	$24,684.75	3.75%	$8,228.25	22.50%	$49,369.50	7.50%	$16,456.50	100.0%	$219,420.00
Total Section 2 Intial Pricing (Phase 1-4)	**$21,069,744.00**		**$9,270,349.40**		**$6,407,399.00**		**$800,141.25**		**$266,713.75**		**$3,243,855.45**		**$1,081,285.15**		**$21,069,744.00**

SECTION 5: One-Time Supply Pricing for Virtual Transit Card			Base Contract		Base Contract ISLA	Base Contract
		Supplied Materials, Software, or Services	Virtual Transit Card Payment Milestone % of One-Time Supply Pricing	Pricing	Pricing	Total Pricing Paid Per Milestone Payment
Phase	Payment Milestone	Description of Milestone				
Phase 5	PM 1	Execution of CO #17	20%	$708,000.00	$0.00	$708,000.00
	PM 2	Contractor Submission of Design Deliverable	20%	$708,000.00	$0.00	$708,000.00
	PM 3	UTA Approval of Submitted Design Deliverable	10%	$354,000.00	$0.00	$354,000.00
	PM 4	Contractor Provision of Release Notes to UTA	20%	$708,000.00	$0.00	$708,000.00
	PM 5a	Pilot Testing Complete	20%	$708,000.00	$0.00	$708,000.00
	PM5a	Deployment of VTC Functionality into the Production Envirnoment	10%	$354,000.00	$0.00	$354,000.00
		Phase 5 Total Percentage and Pricing Amount of Supplied Materials & Software and ISLA	**100%**	**$3,540,000.00**	**$0.00**	**$3,540,000.00**

Section 5: One-Time Supply Pricing for Phase 5- provision of one-time supply of design, development, testing, and deployment of the VTC.	Total Phase 5, One-Time Supply Pricing	Phase 1 Total Allocated Percentage	Phase 1 Total Pricing (based on total allocated Phase %)
Virtual Transit Card One-Time Supply	$3,540,000.00	100%	$3,540,000.00
Total Section 5, One-Time Supply Pricing	**$3,540,000.00**		**$3,540,000.00**

Section 3: Variable Ongoing Maintenance		ISLA	SLA	Total ISLA and SLA Variable Ongoing Costs
Section 3(a): Variable Ongoing Maintenance Pricing (TVMs)		$0.00	$0.00	$0.00
Section 3(b): Variable Ongoing Maintenance Pricing (Per Active VTC, per year)		$0.00	$0.00	$0.00
Section 3(c): Variable Ongoing Maintenance Pricing (Per Apple Wallet VTC Provisioning).		$0.00	$0.00	$0.00
Total Section 3: Variable Ongoing Maintenance Pricing		$0.00	$0.00	$0.00

Section 4- Ongoing Maintenance		ISLA Phase 1 Pricing	ISLA Phase 2 Pricing	ISLA Phase 3 Pricing	ISLA Phase 4 Pricing	SLA Year 1 Pricing	SLA Year 2 Pricing	SLA Year 3 Pricing	SLA Year 4 Pricing	SLA Year 5 Pricing	Total SLA Pricing Years 1-5
ISLA Pricing (Phases 1-4)		$914,355.00	$1,094,600.00	$83,957.00	$0.00						$2,092,912.00
SLA Pricing Years 1-5						$1,747,422.00	$1,818,040.00	$1,818,040.00	$1,818,040.00	$1,818,040.00	$9,019,582.00
Total Section 4: Ongoing Maintenance Pricing (ISLA is paid in a single lump sum for each Phase upon the completion of Pilot testing for that Phase becase the devices are now in revenue service or readied for revenue service after testing completion. The SLA is paid per year, montly pro-rata payments).						$1,747,422.00	$1,818,040.00	$1,818,040.00	$1,818,040.00	$1,818,040.00	$11,112,494.00

Sections 1-5 Total Pricing	Section Pricing	Invoiced and Payable Pricing during Phases 1-4	Invoiced and Payable Pricing during Phase 5	Invoiced and Payable Pricing during SLA	Total Invoiced and Payable Pricing During Contract Term
Section 1: Not applicable, no pricing requirement	$0.00	$0.00	$0.00	$0.00	$0.00
Section 2: One-Time Supply Pricing (Phase 1-4)- provision of one-time supply of materials, software, and services: 175 TVMs; 130 stationary validators; and 1170 onboard validators- 936 Double door and 234 Single door	$21,069,744.00	$21,069,744.00	$0.00	$0.00	$21,069,744.00
Section 3: Variable Ongoing Maintenance Pricing (ISLA and SLA)- For TVMs Only	$0.00	$0.00	$0.00	$0.00	$0.00
Section 4: Ongoing Maintenance Pricing (ISLA and SLA)	$11,112,494.00	$2,092,912.00	$0.00	$9,019,582.00	$11,112,494.00
Section 5: One Time Supply Pricing (Phase 5) provision of one-time supply of design, development, testing, and deployment of the VTC.	$3,540,000.00	$0.00	$3,540,000.00	$0.00	$3,540,000.00
Total Invoiced and Payable Pricing during Phases 1-4, Phase 5, and SLA		**$23,162,656.00**	**$3,540,000.00**	**$9,019,582.00**	**$35,722,238.00**
Total Sections 1-5 Pricing	**$35,722,238.00**				

Exhibit B.3: Section 2- Phase 1-4 One-Time Supply Pricing

Area	Description (Item, Units, Price, Years)	Category						
		Program Management	Development	Training	Hardware	Installation	Software	Other
A) Back Office	ABT Software License	$ 322,470	$ 1,035,440	$ 8,270	$ -	$ 103,910	$ 1,299,800	$ -
	FareGo Data CS Software License	$ 107,490	$ 27,300	$ 8,270	$ -	$ 139,820	$ 416,740	$ -
	Retail Sales Integration	$ -	$ 69,680	$ -	$ -	$ -	$ -	$ -
	4.	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	5.	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	6.	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Total		**$ 429,960**	**$ 1,132,420**	**$ 16,540**	**$ -**	**$ 243,730**	**$ 1,716,540**	**$ -**
B) Fare Validation Hardware	Onboard Validator for double door bu	$ 225,110	$ 548,660	$ 1,030	$ 1,935,780	$ 879,900	$ 92,770	$ -
	Onboard Validator for single door buss	$ 80,460	$ 171,970	$ 1,030	$ 71,820	$ 36,860	$ 38,190	$ -
	Stationary Validator	$ 91,280	$ 248,360	$ 2,070	$ 1,747,500	$ 549,400	$ 7,190	$ -
	Spare Parts Package	$ -	$ -	$ -	$ 308,930	$ -	$ -	$ -
	OV Test Equipment	$ -	$ -	$ -	$ 45,000	$ -	$ -	$ -
	6.	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Total		**$ 396,850**	**$ 968,990**	**$ 4,130**	**$ 4,109,030**	**$ 1,466,160**	**$ 138,150**	**$ -**
C) Ticket Vending Machine	Ticket Vending Machine	$ 100,550	$ 76,260	$ 12,410	$ 7,949,614	$ 460,500	$ 203,890	$ -
	Spare Parts Package	$ -	$ -	$ -	$ 403,490	$ -	$ -	$ -
	Removal Of Legacy TVMs	$ -	$ -	$ -	$ 83,570	$ -	$ -	$ -
	4.	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	5.	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	6.	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Total		**$ 100,550**	**$ 76,260**	**$ 12,410**	**$ 8,436,674**	**$ 460,500**	**$ 203,890**	**$ -**
D) Web Portals and Common Technology Framework	Web Portals and Common Technology Framework	$ 53,936	$ 77,534	$ 10,434	$ -	$ 1,594	$ 386,412	$ -
	2.	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	3.	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	4.	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	5.	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	6.	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Total		**$ 53,936**	**$ 77,534**	**$ 10,434**	**$ -**	**$ 1,594**	**$ 386,412**	**$ -**
E) Mobile Inspection Device	Hand Held Terminal	$ 83,040	$ 27,290	$ 2,790	$ 73,800	$ 10,800	$ 206,230	$ -
	Spare Parts Package	$ -	$ -	$ -	$ 3,680	$ -	$ -	$ -
	3.	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	4.	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	5.	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	6.	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Total		**$ 83,040**	**$ 27,290**	**$ 2,790**	**$ 77,480**	**$ 10,800**	**$ 206,230**	**$ -**
F) Other	Staging Enviroment	$ -	$ -	$ -	$ 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		**$ 1,064,336**	**$ 2,282,494**	**$ 46,304**	**$ 12,736,224**	**$ 2,195,344**	**$ 2,651,222**	**$ 93,820**

$ 21,069,744

Exhibit B.3: Section 2- Phase 5 One-Time Supply Pricing	
Virtual Transit Card One-Time Supply	$3,540,000.00

EXHIBIT B.4: Sections 3(a)-(c)-Variable On-Going Maintenance Pricing

Area	Category	Units	Unit Cost	Total	Year	Description of Units
Section 3(a)- TVM Variable Pricing						
TVM	Fees	500,000	$ 0.0950	$47,500.00		Interim SLA Phase 1 P2PE (>1 year duration) Transaction Fee up to 500k p.a.
TVM	Fees	456,250	$ 0.0850	$38,781.25		Interim SLA Phase 1 P2PE (>1 year duration) Transaction Fee 500k to 1MM p.a.
TVM	Fees	-	$ 0.0800	$ -		Interim SLA Phase 1 P2PE (>1 year duration) Transaction Fee 1MM to 2MM p.a.
TVM	Fees	-	$ 0.0770	$ -		Interim SLA Phase 1 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	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	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
				$ -		
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
				$ -		
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.
Section 3(b)- Active VTCs Variable Pricing						
Active VTC	Fees	1	1.25	1.25	1	Per Active VTC, Per Year over the maximum allotment of 250,000 as described in CO #17
Active VTC	Fees	1	1.25	1.25	2	Per Active VTC, Per Year over the maximum allotment of 250,000 as described in CO #17
Active VTC	Fees	1	1.25	1.25	3	Per Active VTC, Per Year over the maximum allotment of 250,000 as described in CO #17
Active VTC	Fees	1	1.25	1.25	4	Per Active VTC, Per Year over the maximum allotment of 250,000 as described in CO #17
Active VTC	Fees	1	1.25	1.25	5	Per Active VTC, Per Year over the maximum allotment of 250,000 as described in CO #17
Section 3(c)- Apple Wallet VTC Provisioning Variable Pricing						
Apple Wallet VTC Provisioning	Fees	1	1.25	1.25	1	Per Apple Wallet Provisioning as described in CO #17.
Apple Wallet VTC Provisioning	Fees	1	1.25	1.25	2	Per Apple Wallet Provisioning as described in CO #17.
Apple Wallet VTC Provisioning	Fees	1	1.25	1.25	3	Per Apple Wallet Provisioning as described in CO #17.
Apple Wallet VTC Provisioning	Fees	1	1.25	1.25	4	Per Apple Wallet Provisioning as described in CO #17.
Apple Wallet VTC Provisioning	Fees	1	1.25	1.25	5	Per Apple Wallet Provisioning as described in CO #17.

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

Area	Category	Total	Year	Comments
Other	Other	$ 914,355.00		Interim Service Level Agreement Phase 1 for Software Services, HW Services, Hosting, starting with Phase 1 completion
Other	Other	$1,094,600.00		Interim Service Level Agreement Phase 2 for Software Services, HW Services, Hosting, starting with Phase 2 completion
Other	Other	$ 83,957.00		Interim Service Level Agreement Phase 3 for Software Services, HW Services, Hosting, starting with Phase 3 completion
Other	Other	$ -		Interim Service Level Agreement Phase 4 for Software Services, HW Services, and Hosting starting with Phase 4 completion
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	$ 225,750.00	2	SLA Hardware Service - Ticket Vending Machine
TVM	Services	$ 225,750.00	3	SLA Hardware Service - Ticket Vending Machine
TVM	Services	$ 225,750.00	4	SLA Hardware Service - Ticket Vending Machine
TVM	Services	$ 225,750.00	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	$ 410,121.00	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	$ 560,581.00	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
Virtual Transit Card	Services	$ 250,000.00	1	Virtual Transit Card Annual On-Going Pricing Minimum
Virtual Transit Card	Services	$ 250,000.00	2	Virtual Transit Card Annual On-Going Pricing Minimum
Virtual Transit Card	Services	$ 250,000.00	3	Virtual Transit Card Annual On-Going Pricing Minimum
Virtual Transit Card	Services	$ 250,000.00	4	Virtual Transit Card Annual On-Going Pricing Minimum
Virtual Transit Card	Services	$ 250,000.00	5	Virtual Transit Card Annual On-Going Pricing Minimum