

Bundled Features Agreement (UTA-Transit): UTA Contract No.19-03018-1

**ADDENDUM NO. 1 TO COOPERATION AGREEMENT (UTA  
CONTRACT 19-03018TP)  
AKA “BUNDLED FEATURES AGREEMENT”**

This Addendum No. 1 to the Cooperation Agreement between 9280-0366 Québec Inc., (“**Transit**”), and the Utah Transit Authority (“**UTA**”), also known as the Bundled Features Agreement and the Exhibits attached hereto (the “**Agreement**”), is entered into as of the latest signature date below (the “**Effective Date**”). The terms of this Addendum shall prevail over the terms of the Cooperation Agreement in case of any conflict or inconsistency. Transit and UTA are referred to collectively as the “**Parties**”.

**WHEREAS** Transit commercializes a mobile application that aggregates urban transport options and data which enables end users to find their best local options for a given transit trip (the “**Application**” or “**App**”));

**WHEREAS** UTA will pay Transit to release features of a new subscription service called Transit Royale (the “**Offering**”) into the Application in order to allow end-users (the “**End Users**”) of the Service to have an easy to use, enjoyable and premium experience with the App at no additional cost to them;

**WHEREAS** UTA wishes to also have access to Royale and some of the other features (together, the “**Supplemental Features**”) associated with the App as described in Appendix 1;

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

**NOW, THEREFORE**, the Parties hereby agree as follows:

**1. ACCESS**

- 1.1 Access.** The Parties acknowledge that the quality, availability and status of the Offering depend solely on Transit.
- 1.2 Termination.** In case the Offering cannot be provided by Transit under the terms of this agreement, for any reason, this Agreement may be terminated by Transit without additional liability to UTA.
- 1.3 No Disclosure.** Nothing in this Agreement shall be interpreted as obligating Transit to disclose the terms and conditions of any commercial agreement with any other public transit agency,
- 1.4 Collaboration.** Transit agrees to use reasonable efforts to collaborate with UTA to address any shortcomings in the Offering.

**2. OBLIGATIONS OF TRANSIT**

- 2.1** Subject to the payment of applicable fees as outlined in Section 4, Transit shall use reasonable efforts to perform the integration of the Offering into the Application and have the Offering available to End Users by February 1, 2022 (the “**Go-Live Date**”).
- 2.2 Features.** Transit shall provide features regarding the Offering as well as the Supplemental Features set forth in Appendix 2 and described as ‘Bundle 1’.
- 2.3 Designs.** Transit shall implement the features of the Offering on the Go-Live Date, or at a

Bundled Features Agreement (UTA-Transit): UTA Contract No.19-03018-1

time to be mutually agreed by the Parties, using a design substantially similar to the current design of the App, and such designs may be updated from time to time. Implementation and release of updated designs related to the Offering shall be coordinated with UTA.

**2.4 Support.** Transit shall provide support regarding the Offering as set forth in Appendix 4.

**3. MUTUAL OBLIGATIONS**

**3.1** Each party shall engage in the marketing activities set forth in Appendix 5.

**4. FEES**

**4.1** In accordance with the pricing found in Appendix 2, UTA agrees to the monthly service fee associated with Bundle 1 of \$5,500 per month, which shall not exceed \$66,000 annually (payable in advance upon receipt of a quarterly invoice from Transit).

**4.2** If UTA exercises its option to renew the agreement, as described in Section 7.1, the Bundle 1 fee shall increase by 5% per year. For clarity, the fee would be \$5,775 per month starting one (1) year from the Go-Live Date, and \$6,064 per month starting two (2) years from the Go-Live Date.

**4.3** UTA reserves the right to upgrade to Bundle 2 or Bundle 3 at any time with written notice to Transit and UTA agrees to the monthly service fees associated with these Bundles as found in Appendix 2. If UTA upgrades to Bundle 2 or 3, they shall be required to maintain such bundle until the end of the then current term. Transit shall also agree to maintain the listed prices for Bundle 2 or Bundle 3 for at least one (1) year from the Effective Date after which they may be subject to change.

**4.4** As part of this Agreement there are no “one-time” or “up-front” costs assumed with any of the Bundles found in Appendix 2. Upfront costs associated with unbundled features will apply as found in Appendix 3. UTA reserves the right to purchase additional unbundled features with written notice to Transit.

**4.5** UTA shall receive a three (3) month no cost pilot period of the ‘Rate My Ride’ feature when development of the feature is completed, and at a time reasonably determined by the Parties.

**5. CONFIDENTIALITY**

**5.1 Confidential Information.** Each Party shall retain in confidence all information received from the other Party pursuant to or in connection with this Agreement (whether received before or after the execution of this Agreement) that the other Party identifies as being proprietary and/or confidential or that, by the nature of the circumstances surrounding the disclosure, ought in good faith to be treated as proprietary and/or confidential, **including the terms and conditions of this Agreement** (“Confidential Information”), and will make no use of such Confidential Information except as necessary to fulfill their respective obligations under the terms of this Agreement. However both Parties recognize that UTA is subject to the Utah Government Records Access Management Act (GRAMA) and is required to abide by its provisions.

**5.2 Restriction on Disclosure and Use.** Each Party shall not (a) disclose, directly or indirectly, any Confidential Information of the other Party to any person without the prior written approval of the other Party, except to its employees or consultants who need to have access to such Confidential Information for the purposes of this Agreement and to its legal and financial advisors as required in the ordinary course of that Party’s business; provided,

## Bundled Features Agreement (UTA-Transit): UTA Contract No.19-03018-1

however, that a Party shall remain liable for any breach of the confidentiality obligations by any such person; or (b) use, disclose or make a copy of any of the other Party's Confidential Information otherwise than for the purposes of this Agreement, and each Party must immediately notify the other Party if it becomes aware of any unauthorized access to, or use or disclosure of, any of the other Party's Confidential Information.

**5.3 Exceptions.** Notwithstanding the foregoing, the restrictions set forth above will not apply to (i) information previously known to the receiving Party without reference to the disclosing Party's Confidential Information, (ii) information which is or becomes publicly known through no wrongful act of the receiving Party, (iii) information that is independently developed by either of the Parties, provided that there is sufficient documented records to establish independent development or (iv) information required to be disclosed pursuant to applicable law, provided that, unless prohibited by law, any Party required by law to disclose Confidential Information shall promptly notify the other Party and reasonably cooperate with the other Party to ensure that such disclosure is strictly limited to what is necessary and that reasonable measures are taken to ensure that the Confidential Information is kept confidential following the disclosure. Notwithstanding, the Parties recognize that UTA is subject to the Utah Government Records Access & Management Act (GRAMA) (UCA 63G-2-101 et. seq.) and must comply with the provisions thereof.

**5.4 Access to Information.** UTA shall promptly notify Transit if Confidential Information, including the terms and conditions of this Agreement, may be publicly released pursuant to access to information legislation. The Parties agree to cooperate reasonably to take any lawful measures in order to justify the non-release of Transit confidential information.

**5.5 Safeguards.** UTA warrants that it uses a controlled access environment which will enable it to control access and use of data about End Users and that its personnel are informed about the confidential nature of such data.

**5.6 Return or Destruction of Confidential Information.** Upon termination of this Agreement for any reason, each Party will promptly deliver to the other Party (i) all documents or records (including magnetic tapes, disks, and other media used to back up computer files, and all copies thereof) containing Confidential Information disclosed hereunder, or destroy the same, if so requested, without retaining any copy thereof.

## **6. IP AND DATA**

**6.1** Nothing in this Agreement shall be interpreted as affording UTA any ownership interest in or license to use the Application or any software provided by Transit beyond the rights and obligations currently described in the UTA-Transit End User Data Agreement between the Parties.

**6.2** All data derived from the interactions of End-Users with the Application that is captured, recorded or generated by Transit in the course of providing the Offering ("**Transit Data**") shall be owned by Transit and nothing in this Agreement shall be interpreted as affording UTA any ownership interest in Transit Data. This Agreement shall not impose any restriction on Transit's processing of Transit Data. This provision shall supersede any contrary provision in a previous agreement.

## Bundled Features Agreement (UTA-Transit): UTA Contract No.19-03018-1

- 6.3** The Parties agree to provide each other with data as set forth in the definitions found in **Appendix 1**. Each Party agrees to treat any data provided by the other Party as the other Party's Confidential Information provided it qualifies as Confidential Information under the conditions described in Paragraph 5.1 above.
- 6.4 License to Use Transit Marks.** Transit hereby grants UTA a limited, non-exclusive, revocable and non-transferable license during the Term to use and display the Transit Marks (as defined below) on a royalty-free basis, for the sole purpose of UTA performing any mutually agreed upon marketing activities and performing its obligations hereunder.
- 6.5 License to Use UTA Marks.** UTA hereby grants Transit a time-limited, non-exclusive, revocable, and non-transferable license during the Term to use and display UTA Marks (as defined below) on a royalty-free basis for the sole purpose of Transit performing its obligations under this Agreement and any mutually agreed upon marketing activities.
- 6.6 Marks.** For purposes of this Agreement, the term "**Marks**" shall mean those trademarks, service marks, trade names, copyrights, logos, slogans and other identifying symbols and indicia of a Party. Each Party shall comply with the other Party's instructions and directives regarding the use of the Marks, and shall identify each owner as the respective owner of their Marks in any use or display thereof. Each Party shall use Marks only in the registered or agreed style and shall not use such Marks as part of the corporate or any trade name. Each Party shall not use the other Party's Marks in any way to associate its overall business and services to such Marks.

**7. TERM, DOWNGRADE OR UPGRADE, AND TERMINATION**

- 7.1 Term.** This Agreement is effective as of the Effective Date and shall continue for one (1) year from the Go-Live Date. UTA shall have the option to extend the Agreement for two additional one-year option periods. However, this Addendum No. 1 may not extend beyond the period of the Cooperation Agreement.
- 7.2 Downgrade or Upgrade.** UTA may also downgrade to a lower bundle by providing Transit written notice ninety (90) days before the end of the then current term. UTA shall also have the option to upgrade from Bundle 1 to Bundle 2 or 3 as specified in Section 4.3 above.
- 7.3 Termination for Breach.** Either Party may terminate this Agreement upon breach by the other Party of a term of this Agreement, and such breaching Party does not cure such breach within thirty (30) days of notice thereof from the non-breaching Party, which must specify the nature of the breach with reasonable particularity, or as otherwise expressly provided in the Agreement.
- 7.4 Termination for Insolvency.** Either Party may terminate this Agreement in the event that the other Party starts bankruptcy or insolvency proceedings, has any proceeding instituted or commenced against it to adjudicate it a bankrupt or insolvent, or to petition it into bankruptcy, or to seek liquidation, winding-up, reorganization or arrangement, relief from or composition of its debts, or ceases operating as a going concern, under any applicable law.
- 7.5 Fees after Termination.** All Fees that become payable while the Agreement is in force shall remain payable under the terms described above.

Bundled Features Agreement (UTA-Transit): UTA Contract No.19-03018-1

**7.6 Survival.** Notwithstanding the termination of this Agreement for any reason, those provisions that by their nature are intended to survive termination or expiration of this Agreement shall so survive.

**8. WARRANTY AND INDEMNIFICATION**

**8.1 Warranty.** Except for non-API related failures, or other failures that are due to UTA or through no fault of Transit, Transit warrants that its Application will function for its intended purpose for the term of this Agreement.

**8.2 Liability.** Transit's liability to UTA under this Agreement shall be limited to (a) repair and/or replacement of the defective elements of the Application, based on mutual agreement (or b) the fees effectively paid by UTA to Transit in relation with the Offering. Transit shall not have any direct obligation nor assume any liability nor provide any warranty to UTA except as expressly set forth in this Agreement.

**8.3 Indirect Damages.** Except with respect to indemnification obligations set forth in Section 8.5 hereof, neither Party shall in any event be responsible or liable, including to the other Party, whether in contract, civil liability, warranty, tort (including negligence) or otherwise, for any indirect, special, incidental, consequential, exemplary or punitive damages, or for any loss of profit, data, revenue or business, failure to make anticipated savings or cost of substitute goods or services arising in whole or in part from EndUsers' use of the Application, to the Offering or otherwise related to this Agreement.

**8.4 Third-Party Content.** 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.

**8.5 Indemnification.** Each Party shall defend, at its expense, indemnify and hold harmless the other Party, its affiliates and their respective officers, directors, agents, owners, shareholders and employees, from and against any damages, costs, expenses (including reasonable attorneys' fees) and liabilities arising from or in connection with any and all third-party claims, actions or proceedings arising out of or attributable to (i) the infringement of third-party intellectual property right by goods, services or content provided by such party to the other party pursuant to this Agreement; (ii) the violation of privacy protection laws and regulations by such party; (iii) the breach of confidentiality obligation by such party. Notwithstanding, the Parties recognize that UTA is a public entity and as such is subject to the Utah Governmental Immunity Act and the liability limits contained therein.

**9. INVOICING PROCEDURES**

## Bundled Features Agreement (UTA-Transit): UTA Contract No.19-03018-1

- a. Contractor shall invoice UTA after achievement of contractual milestones or delivery of all Goods and satisfactory performance of all Services. Contractor shall submit invoices to [ap@rideuta.com](mailto:ap@rideuta.com) for processing and payment. In order to timely process invoices, Contractor shall include the following information on each invoice:
- i. Contractor Name
  - ii. Unique Invoice Number
  - iii. PO Number
  - iv. Invoice Date
  - v. Detailed Description of Charges
  - vi. Total Dollar Amount Due
- b. UTA shall have the right to disapprove (and withhold from payment) specific line items of each invoice to address non-conforming Goods or Services. Approval by UTA shall not be unreasonably withheld. UTA shall also have the right to offset (against payments) amounts reasonably reflecting the value of any claim which UTA has against Contractor under the Contract. Payment for all invoice amounts not specifically disapproved or offset by UTA shall be provided to Contractor within thirty (30) calendar days of invoice submittal.

**10. INSURANCE REQUIREMENTS**

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

A. **MINIMUM SCOPE AND LIMITS OF INSURANCE:** Contractor shall provide coverage with limits of liability not less than those Stated below. An excess liability policy or umbrella liability policy may be used to meet the minimum liability requirements provided that the coverage is written on a “following form” basis.

1. Commercial General Liability – Occurrence Form

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

- |   |             |
|---|-------------|
| • General Aggregate                         | \$4,000,000 |
| • Products – Completed Operations Aggregate | \$1,000,000 |
| • Personal and Advertising Injury           | \$1,000,000 |
| • Each Occurrence                           | \$2,000,000 |

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

2. Automobile Liability

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

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

Bundled Features Agreement (UTA-Transit): UTA Contract No.19-03018-1

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

3. Worker's Compensation and Employers' Liability

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	\$100,000
Disease – Each Employee	\$100,000
Disease – Policy Limit	\$500,000

- a. Policy shall contain a waiver of subrogation against the Utah Transit Authority.
- b. This requirement shall not apply when a contractor or subcontractor is exempt under UCA, AND when such contractor or subcontractor executes the appropriate waiver form.

4. Professional Liability (Errors and Omissions Liability)

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

Each Claim	\$1,000,000
Annual Aggregate	\$2,000,000

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

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

- 1. On insurance policies where the Utah Transit Authority is named as an additional insured, the Utah Transit Authority shall be an additional insured to the full limits of liability purchased by the Contractor. Insurance limits indicated in this agreement are minimum limits. Larger limits may be indicated after the contractor's assessment of the exposure for this contract; for their own protection and the protection of UTA.
- 2. The Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.
- 3. Contractor and their insurers shall endorse the required insurance policy(ies) to waive their right of subrogation against UTA. Contractor's insurance shall be primary with respect to any insurance carried by UTA. Contractor will furnish UTA at least thirty (30) days advance written notice of any cancellation or non-renewal of any required coverage that is not replaced.

C. NOTICE OF CANCELLATION: Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, or canceled except after thirty (30) days prior written notice has been given to the Utah Transit Authority, except when cancellation is for non-payment of premium, then ten (10) days prior notice may be given. Such notice shall be sent directly to (Utah Transit Authority agency Representative's Name & Address).

Bundled Features Agreement (UTA-Transit): UTA Contract No.19-03018-1

- D. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with insurers duly licensed or authorized to do business in the State and with an “A.M. Best” rating of not less than A-VII. The Utah Transit Authority in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.
- E. **VERIFICATION OF COVERAGE:** Contractor shall furnish the Utah Transit Authority with certificates of insurance (on standard ACORD form) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and any required endorsements are to be sent to [insurancecerts@rideuta.com](mailto:insurancecerts@rideuta.com) and received and approved by the Utah Transit Authority before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract. All certificates required by this Contract shall be emailed directly to Utah Transit Authority’s insurance email address at [insurancecerts@rideuta.com](mailto:insurancecerts@rideuta.com). The Utah Transit Authority project/contract number and project description shall be noted on the certificate of insurance. The Utah Transit Authority reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time. **DO NOT SEND CERTIFICATES OF INSURANCE TO THE UTAH TRANSIT AUTHORITY’S CLAIMS AND INSURANCE DEPARTMENT.**
- F. **SUBCONTRACTORS:** Contractors’ certificate(s) shall include all subcontractors as additional insureds under its policies or subcontractors shall maintain separate insurance as determined by the Contractor, however, subcontractor's limits of liability shall not be less than \$1,000,000 per occurrence / \$2,000,000 aggregate. Sub-contractors maintaining separate insurance shall name Utah Transit Authority as an additional insured on their policy. Blanket additional insured endorsements are not acceptable from sub-contractors. Utah Transit Authority must be scheduled as an additional insured on any sub-contractor policies.
- G. **APPROVAL:** Any modification or variation from the insurance requirements in this Contract shall be made by Claims and Insurance Department or the Office of General Counsel, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.

**11. UTAH ANTI-BOYCOTT OF ISRAEL ACT**

Contractor agrees it will not engage in a boycott of the State of Israel for the duration of this contract.

**12. GENERAL.**

**12.1 Assignment.** No Party may assign, subcontract or otherwise transfer this Agreement nor any rights or obligations under this Agreement without both other Party’s prior written consent and provided that such assignee, subcontractor or person agrees in writing to be bound to the terms of this Agreement. Notwithstanding the foregoing, either Party may assign or otherwise transfer this Agreement or its rights or obligations under this Agreement to an affiliate of such Party or in the case of an acquirer of all or substantially all of the assets of such Party relating to this Agreement, provided that such affiliate or acquirer agrees in writing to be bound to the terms of this Agreement.

Bundled Features Agreement (UTA-Transit): UTA Contract No.19-03018-1

**12.2 Notices.**

- a) Notice to Transit shall be addressed to:

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

Attention: Jake Sion  
Telephone: +1-514-699-0615  
Email: [jake@transitapp.com](mailto:jake@transitapp.com)

- b) Notice to UTA shall be addressed to:

Utah Transit Authority  
669 W 200 S  
Salt Lake City, Utah 84101

Attention: G.J. LaBonty  
Telephone: +1-801-237-1979  
Email: [glabonty@rideuta.com](mailto:glabonty@rideuta.com)


Attention: Jaron Robertson  
Telephone: +1-801-287-2161  
Email: [jrobertson@rideuta.com](mailto:jrobertson@rideuta.com)

**12.3 Governing Law; Venue.** This Agreement will be governed and construed under the laws applicable in the State of Utah without regard to conflicts of law provisions. The Parties agree that the courts of Salt Lake City, Utah will have exclusive jurisdiction for the adjudication of any and all disputes or controversies arising out of or relating directly or indirectly to this Agreement.

Bundled Features Agreement (UTA-Transit): UTA Contract No.19-03018-1

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

**9280-0366 Québec Inc.**

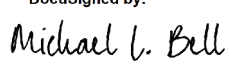
By:   
\_\_\_\_\_  
Printed Name: Jake Sion  
Title: COO

**UTA**

By: \_\_\_\_\_  
Printed Name: G.J. LaBonty  
Title: Manager of Customer Experience

\_\_\_\_\_  
Printed Name: Nichol Bourdeaux  
Title: Chief Planning and Engagement Officer

\_\_\_\_\_  
Printed Name: Mary DeLoretto  
Interim Executive Director

DocuSigned by:  
  
\_\_\_\_\_  
Printed Name: Michael Bell  
Title: Assistant Attorney General  
UTA Counsel

11/16/2021

Bundled Features Agreement (UTA-Transit): UTA Contract No.19-03018-1

**Appendix 1 – Supplemental Features**

Transit Royale

- Gift Transit Royale to all UTA riders for free
- Ability to use the UTA app icon and branding at UTA’s discretion

Ridership Happiness Benchmark Survey (RHB)

- Quarterly full North American report
- Access to topline statistics from UTA riders
- Access to raw data from all respondents

Historical Service Alerts

- Extraction of service alerts going back to Jan 1, 2021
- Export of service alerts created in the Transit Dashboard into GTFS-RT on an ongoing basis

UTA On Demand integration

- Micro transit service integrated into Transit for mode discovery, trip planning, and deep-linking to book trips
- Additional changes to micro transit to accommodate future zones or changes to existing zones
- Restoring the integration with new Via APIs, and all future new zones
- Note: all fees in the existing Integration Agreement signed on January 13, 2021 will be replaced by these fees moving forward. Aside from the fees, the other terms and conditions of the Integration Agreement remain in effect.

Ticketing with any one of Transit’s current mobile ticketing partners (Bytemark, Masabi, Token Transit)

- Feature set shall include visual validation, QR code validation, pay with cash, fare capping, and account based ticketing (subject to the capabilities of the mobile ticketing partner)
- Additional fees will be assessed by the mobile ticketing partner but Transit’s integration for the features described above shall be provided at no supplemental cost to UTA

GREENBike Integration

- Purchase and unlock bikes within Transit subject to GREENBike approval

Rate My Ride (Free access for 3 months, and otherwise subject to a supplemental cost as described in Appendix 2 below)

- Access to rate my ride responses from End Users, with a target of approximately 750-1000 responses per week
- Work with Transit to mutually determine questions
- Work with Transit to create dashboards or connect to CRM or other systems for responses

## Bundled Features Agreement (UTA-Transit): UTA Contract No.19-03018-1

**Appendix 2 – Bundles**

	<b>Upfront Cost</b>	<b>Ongoing Cost</b>
<b>Bundle 1</b> <ul style="list-style-type: none"> <li>• Transit Royale</li> <li>• Ridership Happiness Survey</li> <li>• Historical Service Alert Reports</li> <li>• UTA On Demand integration</li> </ul>	\$0	\$5,500/Month \$66,000/Annually
<b>Bundle 2</b> <ul style="list-style-type: none"> <li>• Transit Royale</li> <li>• Ridership Happiness Survey</li> <li>• Historical Service Alert Reports</li> <li>• UTA On Demand integration</li> <li>• Rate My Ride</li> </ul>	\$0	\$9,000/Month \$108,000/Annually
<b>Bundle 3</b> <ul style="list-style-type: none"> <li>• Transit Royale</li> <li>• Ridership Happiness Survey</li> <li>• Historical Service Alert Reports</li> <li>• UTA On Demand integration</li> <li>• Rate My Ride</li> <li>• Ticketing</li> <li>• GREENBike Integration</li> </ul>	\$0	\$13,500/Month \$162,000/Annually

**Appendix 3 – Unbundled Features\***

<b>Feature</b>	<b>Upfront Cost</b>	<b>Ongoing Cost</b>
Transit Royale	\$0	\$3,000/Month \$36,000/Annually
<ul style="list-style-type: none"> <li>• Gift Transit Royale to all agency riders for free</li> <li>• Ability to use your app icon and branding</li> </ul>		
Ridership Happiness Benchmarking Survey (RHB)	\$0	\$833/Month \$9,996/Annually
<ul style="list-style-type: none"> <li>• Quarterly full North American report</li> <li>• Access to topline statistics from UTA riders</li> <li>• Access to raw data from all respondents</li> </ul>		
UTA On Demand integration	\$0	\$1,400/Month \$16,800/Annually
<ul style="list-style-type: none"> <li>• Micro-transit service integrated into Transit for mode discovery, trip planning, and deep-linking to book trips</li> </ul>		

## Bundled Features Agreement (UTA-Transit): UTA Contract No.19-03018-1

<ul style="list-style-type: none"> <li>• Additional changes to micro-transit to accommodate future zone changes</li> <li>• Restoring the integration with new Via APIs, and all future new zones</li> </ul>		
<b>Historical Service Alerts</b> <ul style="list-style-type: none"> <li>• Extraction of service alerts going back to Jan 1, 2021</li> <li>• Export of service alerts created in the Dashboard on an ongoing basis</li> </ul>	\$10,000	\$500/Month \$6,000/Annually
<b>Rate My Ride</b> <ul style="list-style-type: none"> <li>• 750-1000 responses per week</li> <li>• Work with Transit to determine questions</li> <li>• Work with Transit to create dashboards or connect to CRM or other systems for responses</li> </ul>	\$20,000	\$43,500/Month \$522,000/Annually
<b>Ticketing with any one of our current partners (Bytemark, Masabi, or Token Transit)</b> <ul style="list-style-type: none"> <li>• Feature set (depends on partner) includes visual validation, QR code validation, pay with cash, fare capping, account based ticketing</li> </ul>	\$0	\$3,000/Month \$36,000/Annually
<b>GREENBike Integration</b> <ul style="list-style-type: none"> <li>• Purchase and unlock bikes within Transit</li> </ul>	\$15,000	\$2,000/Monthly \$24,000/Annually

**\* Minimum 1yr commitment on any unbundled feature purchased individually**

Bundled Features Agreement (UTA-Transit): UTA Contract No.19-03018-1

**Appendix 4 – Support**

**A. End User Support.** Upon referral by UTA or directly from an End User, Transit shall respond to End Users' inquiries relating to the Offering that are transferred by email to [info@transitapp.com](mailto:info@transitapp.com), and which the UTA's customer service is unable to answer. Transit shall acknowledge its receipt of any End User inquiry referred by UTA within six (6) hours during normal business hours, being between 9 AM and 5 PM Eastern Time from Monday to Friday and excluding statutory holidays in Quebec, and respond within one (1) business day. Transit shall have no obligation to respond to End Users' inquiries that are transferred through any other channel, such as by telephone.

**B. Technical Support.** In the event that the App or the Offering is not functioning according to UTA's expectations, including but not limited to disrupting the End User's ability to use the trip planning features of the App, UTA shall contact Transit's project manager which at the time of this Agreement shall be G.J. LaBonty ([glabonty@rideuta.com](mailto:glabonty@rideuta.com))

Bundled Features Agreement (UTA-Transit): UTA Contract No.19-03018-1

### **Appendix 5 – Marketing**

The Parties agree to work together in good faith to promote the availability of the Offering to UTA riders at a mutually agreed time.