



NOTICE IS HEREBY GIVEN that a special meeting of the Board of Directors of the Eagle Valley Transportation Authority, Eagle County, Colorado, has been scheduled to take place **virtually** (no in-person option) on Thursday, August 1, 2024, beginning at 12:00 p.m. The agenda for the meeting follows.

The EVTA Board welcomes everyone to its meetings. This meeting will only be available via zoom. Members of the public are invited to attend via zoom. [Please click here to register and join the meeting.](#)

BUSINESS MEETING AGENDA

1. Call to Order – 12:00pm
2. Consideration of Changes to Agenda
3. Board Comment
4. Public Comment - 12:05pm
Comments from the public are welcomed during public comment for any topics with the Authority's purview not included in the business agenda. Please state your name & community of residence. Please limit public comments to three minutes or less per individual. If the public is unable to attend the meeting, public comment can be shared via email at Board@coretransit.org.

BUSINESS

5. Business – 12:10pm

a. Employee Handbook

Aryn Schlichting will present the employee handbook for board approval.

b. Title VI

Tanya Allen will present the Title VI policy documents required by the FTA for board approval.

c. IT Agreements

Staff will present IT agreements with Eagle County, Clever, Freshdesk, and Masabi for board approval.

d. Other business

ADJOURNMENT

6. Adjournment – 2:00pm

The next regular meeting of the EVTA Board will be held Wednesday, August 14, 2024, at 12:00pm, in the Avon Council Chambers.

YOUR BOARD MEMBERSHIP

EVTA Board

Amy Phillips, President | *Town of Avon*

Jeanne McQueeney, Vice-Chair | *Eagle County*

Dave Eickholt, Treasurer | *Beaver Creek Metro*

Earl Bidez | *Town of Minturn*

Barry Davis | *Town of Vail*

Nick Sunday | *Town of Eagle*

Garrett Alexander | *Town of Red Cliff*

EVTA Board Alternates

Ray Shei | *Beaver Creek Metro*

Kathy Chandler-Henry | *Eagle County*

Russell Andrade | *Town of Avon*

Bryan Woods | *Town of Eagle*

Brian Rodine | *Town of Minturn*

Duke Gerber | *Town of Red Cliff*
Pete Seibert | *Town of Vail*

ACCESSIBILITY INFORMATION

Posting Certification:

I hereby certify that a copy of the foregoing Notice of Regular Meeting was, by me personally, posted to the EVTA Website (coretransit.org) at least twenty-four (24) hours prior to the meeting to meet the open records meeting law requirement of full and timely notice pursuant to Section 24-6-402(2)(c)(I), C.R.S..

/s/ Amy Burford



To: The Core Transit Board

From: Aryn Schlichting, Core Transit Director of People and Culture

Meeting Date: 08/01/2024

SUBJECT: Employee Handbook

RECOMMENDED ACTIONS: Approve Employee Handbook and associated program documents as presented.

BACKGROUND:

An essential foundation for Core Transit is the development of the Employee Handbook. This handbook has been created based on insights gathered from other Special Districts, a detailed review of ECO Transit's existing policies, and a consideration of our core values and desired workplace culture. The Employee Handbook serves as a key resource, guiding our employees on workplace expectations, benefits, and legal compliance and system-driven procedures. While embracing a modern approach, we have also ensured that strong systems are in place to uphold our commitment to providing top-notch transportation services, protecting the organization and our employees.

FINANCIAL CONSIDERATIONS:

N/A

ATTACHMENTS:

1. Employee Handbook
2. Paid Leave Programs
3. Drug and Alcohol Policy

**CORE
TRANSIT**



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EMPLOYMENT POLICIES

ADOPTED: AUGUST 2024

Eagle Valley Transportation Authority is doing business as Core Transit

CONTENTS

DISCLAIMER	4
INTRODUCTION	5
Authority of the Core Transit Board of Directors.....	5
EMPLOYMENT POLICIES	6
Employment At-Will.....	6
Equal Employment Opportunity Policy.....	6
Employee Classification.....	6
Employee Benefits	7
Employee Background Checks.....	7
Notice of Job Opportunities	8
Salary Increases	8
Transfers.....	8
Employee Reviews.....	8
Accommodation Policy.....	9
Religious Accommodation.....	9
Nursing Employees.....	9
Process for Requesting Accommodations	9
Anti-Discrimination & Anti-Harassment Policy.....	9
Sexual Harassment.....	10
Workplace Bullying.....	11
Workplace Violence	12
Complaint Procedure for Discrimination, Harassment, Workplace Violence, Bullying, and Reporting Safety or Compliance Concerns.....	13
Anti-Retaliation Policy	14
WORKPLACE GUIDELINES AND PROFESSIONAL STANDARDS.....	14
Ethics Policy	14
Supervisor Compliance and Conduct Policy	15
Dress Code Policy	15
Restroom & Locker rooms.....	16
Tobacco/Smoking/Vaping Policy	16

Confidentiality and Non-Disclosure	16
Public Record	17
Conflict of Interest	17
Off-Duty Conduct.....	18
Use of Core Transit Property	18
Use of Core Transit Vehicles.....	19
Safe Driving and Communication.....	19
Use of Personal Vehicle	20
Inspections, Searches, and Privacy	21
TECHNOLOGY & RECORDS	21
Computer Systems and Internet Usage Policy.....	21
Email Usage	23
Social Media Policy.....	24
Personal Communications During the Workday.....	25
Employee Records.....	25
Release of Employee Information	26
EMPLOYEE RELATIONS.....	26
Open-door Policy for Concerns and Grievances	26
Disciplinary Action.....	27
Separation From Employment.....	28
WORKING CONDITIONS.....	29
Pay Period and Defined Pay Week.....	29
Driving Time.....	29
Break Times.....	29
Overtime Policy	30
Attendance Policy.....	30
PAYROLL AND COMPENSATION POLICIES	31
Pay Periods	31
Paycheck Distribution.....	31
Timesheets.....	32
Employee Benefits	32
Flexible Work Arrangements.....	33

SAFETY & HEALTH	34
Drug And Alcohol Policy	34
Possession of Firearms or Other Weapons	34
Reporting Vehicular Accidents.....	35
Reporting Workers Compensation	36
Return to Work / Extended Absence Policy	36
Conduct and Protection of General Public	36
Restraining Orders	36

DISCLAIMER

IMPORTANT

The policies and procedures contained in the Employment Policies do not represent a contract or covenant of employment, nor should they be relied upon as binding, inflexible promises made by Core Transit. Core Transit reserves the right to interpret, modify, amend, or repeal these policies at any time without prior notice to employees. Core Transit also reserves the right, in its sole discretion, to determine whether, and to what extent, these policies and procedures should be applied in any given circumstances. No personal contract or agreement shall be implied by these policies or the statement of any employee of Core Transit, unless in writing, signed by the Board Chair of the Core Transit Board of Directors. Nothing in the Employment Policies is intended to prohibit or restrict employees from discussing terms and conditions of employment.

INTRODUCTION

Welcome to our team! At the heart of everything we do is a simple yet powerful principle: **putting people first**. It's not just a tagline for us; it's our favorite thing to do! Our team thrives on empathy, dedication, and a steadfast commitment to doing the right thing to ensure everyone stays safe and moving.

We take immense pride in the personal impact we each contribute, finding joy in seeing how every effort seamlessly integrates into a well-functioning system. We believe that even small actions can lead to significant wins, keeping everyone safe, happy, and connected.

We encourage you to adopt our G.P.S model:

Growth Mindset: Embrace the concept of continuous learning, taking ownership and focusing on actions to problem solve.

Positive Attitude: Embrace the exciting prospect of a transit-specific organization.

Systems Focus: Collaborate to create safe and efficient systems that enhance our collective success and service.

Our vision is clear: **Together, we will become the #1 choice for getting around Eagle County because our services are so outrageously beneficial.**

By living these values and focusing on our shared goals, we will create an environment where everyone thrives.

Thank you for being part of this journey. Here's to our collective growth and success!

Authority of the Core Transit Board of Directors

Ultimate responsibility for operation of Core Transit is vested in the Board of Directors of Core Transit (the “Board”). The Board acts as the governing body of Core Transit pursuant to Colorado law and is responsible for setting Core Transit policies. The Board retains the right to operate consistent with its legal

authority, including, but not limited to, the right to set policy; take steps it deems necessary to maintain the efficiency and safety of operations; determine the budget of Core Transit; determine the level of any activity or service provided by Core Transit.

The Board may exercise its authority through subordinate managerial employees, as directed or designated by the Board. If at any time Core Transit does not have an Executive Director, employees who report to the Executive Director shall report to the Board Chair, and the Board Chair shall have the decision-making authority of the Executive Director, unless otherwise determined by the Board.

The Board reserves the right to adopt, amend, or rescind any policy, procedure, or benefit.

EMPLOYMENT POLICIES

Employment At-Will

Employment with Core Transit is “at-will.” Any employee may be terminated with or without cause, a statement of reasons, a hearing, or a right to an appeal, just as any employee may resign at any time, for any reason. This policy shall be strictly construed. Nothing in the Employment Policies is intended to modify Core Transit’s at-will employment policy.

Equal Employment Opportunity Policy

Core Transit is committed to being an equal employment opportunity employer. Core Transit policies shall be applied without regard to age, race, religion, color, sex, pregnancy, gender identity or expression, sexual orientation, civil union or marital status, national origin or ancestry, military status, disability, genetic information, political affiliation, or any other status that is protected by applicable laws.

Employee Classification

Core Transit maintains appropriate classifications of employees in accordance with federal and state laws. The People & Culture Director, with the approval of the Executive Director, will identify employees in accordance with the following employee work classifications to ensure that all employees are offered the appropriate benefit enrollment opportunities. Managers are

responsible for requesting necessary changes in status from the People and Culture department.

Exempt Employee: An exempt employee is any employee not eligible for overtime compensation.

Non-exempt Employee: A non-exempt employee is eligible for overtime compensation.

Full-time Employee: An employee scheduled for a minimum of thirty (32) hours or more per workweek or at least one-hundred and twenty-eight (128) hours per month, on a continuous year-round basis.

Part-time Employee: An employee who has a scheduled workweek of less than 32 hours per week or one-hundred and twenty-eight (128) hours per month, on a year-round basis, but a minimum of twenty (20) hours per workweek on a continuous year-round basis.

Temporary Employee: Those employees who work less than twenty (20) hours per week or an employee who is hired for a temporary assignment for a specified, limited period.

Seasonal Employee: Any employee appointed to an assignment or job scheduled to last less than one year or of definite length in duration.

Employee Benefits

Employee eligibility for benefits is determined by their employment status. For specific eligibility requirements and detailed information about each benefit, please refer to the Benefits Guide and the Time Off Program document. Eligible employees have access to comprehensive health insurance plans, including medical, dental, and vision coverage, retirement plans, paid time off, life insurance and employee assistance programs.

Employee Background Checks

At Core Transit, all candidates receiving a contingent job offer must complete a pre-employment background check. The company reserves the right to withdraw the job offer if the results are unsatisfactory. Employees must maintain ethical behavior and integrity both inside and outside the workplace, promptly reporting any felony or misdemeanor charges that could impact their job performance or Core Transit's ability to safely provide service. Failure to disclose such information may result in disciplinary action, up to

and including termination. This policy ensures ongoing compliance with legal and company standards while promoting a safe and trustworthy work environment.

Notice of Job Opportunities

All job opportunities will be made available for viewing by all current employees on the same calendar day and prior to making a selection decision. Such postings will include the job title, estimated compensation range, benefits, the means for applying for the position, and the application deadline.

Core Transit will notify employees with whom the selected candidate will regularly work of the name, former job title (for internal candidates only), new job title, and information on how employees can express interest in similar job opportunities in the future.

Salary Increases

Employees will be evaluated for potential salary increases annually or upon promotion.

Transfers

An employee may be transferred voluntarily through promotion or involuntarily at the direction of Core Transit, although Core Transit endeavors to minimize involuntary transfers. An employee who is temporarily transferred to a different position for thirty (30) days or less shall incur no reduction in pay during that temporary transfer.

Employee Reviews

Generally, Core Transit endeavors to conduct performance reviews annually. The review process is intended to provide employees with information concerning their employment progress and to serve as a means for developing staff and provide a basis for pay raises, if any. The review process is not meant to serve as a substitute for ongoing discussions between supervisors and employees. Each written review shall become a part of the employee's personnel record.

Accommodation Policy

Core Transit will provide reasonable accommodation when necessary and appropriate to enable qualified applicants and employees to perform the essential functions of the job held or desired and to participate fully in all aspects of the employment relationship. Accommodations that create a direct threat or undue hardship for Core Transit will not be provided.

Religious Accommodation

Core Transit will make reasonable accommodations for sincerely held religious beliefs and observances. Accommodations that create a direct threat or undue hardship for Core Transit will not be provided.

Nursing Employees

Employees who are nursing will be provided with reasonable unpaid breaks to express breast milk as frequently as needed for up to two (2) years after the birth of a child. Core Transit will designate a private location, other than a bathroom, which is shielded from view and free from intrusion, in compliance with applicable laws.

Process for Requesting Accommodations

1. **Initiate Request:** Employees may contact the People and Culture Department to request a reasonable accommodation.
2. **Assessment:** The request will be assessed and Core Transit will engage in an interactive process with the employee to evaluate the request and accommodation options.
3. **Implementation:** If approved, the accommodation will be implemented.

Anti-Discrimination & Anti-Harassment Policy

Core Transit prohibits harassment and discrimination based on an individual's disability, race, creed, color, sex, sexual orientation, gender identity, gender expression, marital status, religion, age, national origin, ancestry, genetic information, military status, pregnancy, childbirth and related medical conditions, political affiliation or any other status protected by state or federal laws (each, a "Protected Class").

Harassment generally includes unwelcome and offensive verbal or physical conduct or any written, pictorial, or visual communication directed at an individual or group of individuals because of that individual's or group's membership in or perceived membership in a Protected Class. Examples of harassment include but are not limited to offensive comments and distributing or displaying written or graphic material that belittles or shows disrespect toward an individual or group. Inappropriate conduct that could lead to a claim of harassment or discrimination is expressly prohibited by this Policy. This Policy applies to employees and non-employees (such as constituents, vendors, consultants, and the Board).

Core Transit will not tolerate any form of unlawful harassment or discrimination. Core Transit takes prompt and reasonable action to stop any form of discrimination or harassment, to prevent its recurrence, and, as appropriate, to remedy its effects. Through enforcement of this Policy and by educating employees, Core Transit aims to prevent, correct, and discipline behavior that violates this Policy. Please do not assume that behavior that is not offensive to you is acceptable to others.

It is essential to report conduct that violates this Policy to ensure that prohibited conduct does not occur. All employees must report any harassment or discrimination they experience or witness in accordance with the complaint procedure listed below for discrimination, harassment, workplace violence, bullying, and reporting safety or compliance concerns.

Harassment and discrimination violating this Policy will result in disciplinary measures, up to and including termination.

Core Transit enforces this Policy in accordance with all applicable federal, state, and local anti-discrimination and anti-harassment laws and regulations. This policy applies to employees, non-employees, such as constituents, vendors, consultants, and the Board.

Sexual Harassment

Sexual harassment is prohibited by law and violates the Core Transit Anti-Harassment Policy. Sexual harassment is defined as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature, when:

- Submission to such conduct is made, either explicitly or implicitly, a term or condition of an individual's employment.

- Submission to or rejection of such conduct by an individual is used as the basis for any adverse employment decisions affecting that individual; or
- Such conduct has the purpose or effect of substantially interfering with an individual's job performance or creating an intimidating, hostile or offensive employment environment.

Sexual harassment may take different forms. The following examples of sexual harassment are intended to be guidelines and are not exclusive when determining whether there has been a violation of this Policy:

Verbal sexual harassment includes innuendoes, suggestive comments, jokes of a sexual nature, sexual propositions, lewd remarks, and threats; requests for any type of sexual favor (this includes repeated, unwelcome requests for dates); and verbal abuse or "kidding" that is oriented toward a prohibitive form of harassment, including that which is sexual in nature and unwelcome.

Nonverbal sexual harassment includes the distribution, display or discussion of any written or graphic material, including calendars, posters and cartoons that are sexually suggestive or show hostility toward an individual or group because of sex; suggestive or insulting sounds; leering; staring; whistling; obscene gestures; content in letters and notes, facsimiles, e-mail, photos, text messages, social media and Internet postings; or other form of communication that is sexual in nature and offensive.

Physical sexual harassment includes unwelcome, unwanted physical contact, including touching, tickling, pinching, patting, brushing up against, hugging, cornering, kissing, and fondling and forced sexual intercourse or assault.

Sexual harassment also includes promises of benefits in exchange for sexual favors of any kind, and threats of reprisal for refusal to engage in social or sexual interactions.

If you believe there has been a violation of the Sexual Harassment policy, follow the complaint procedure listed below for discrimination, harassment, workplace violence, bullying, and safety or compliance concerns.

Workplace Bullying

Core Transit defines bullying as inappropriate behavior, either direct or indirect, whether verbal, physical or otherwise, conducted by one or more persons against another or others.

The purpose of this policy is to communicate to all employees, including supervisors and managers, that Core Transit will not tolerate bullying behavior. Employees found in violation of this policy may be disciplined up to and including termination.

Bullying may be intentional or unintentional. However, the effect of the behavior upon the individual is primary. The following examples of bullying are intended to be guidelines and are not exclusive when determining whether there has been a violation of this Policy:

- Verbal Bullying: Slandering, ridiculing, or maligning a person or his or her family; persistent name calling that is hurtful, insulting or humiliating; using a person as the butt of jokes; abusive and offensive remarks.
- Physical Bullying: Pushing, shoving, kicking, poking, tripping, assault, or threat of physical assault; damage to a person's work area or property.
- Gesture Bullying: Non-verbal threatening gestures or glances that convey threatening messages.
- Exclusion: Socially or physically excluding or disregarding a person in work-related activities.

If you believe there has been a violation of the Workplace Bullying policy, follow the complaint procedure listed below for discrimination, harassment, workplace violence, bullying, and safety or compliance concerns.

Workplace Violence

It is Core Transit policy to promote a safe environment for its staff. Core Transit is committed to maintaining a work environment free from violence, threats of violence, intimidation, and other disruptive behavior.

Violence or threatening incidents include but are not limited to infliction of bodily injury; psychological intimidation; destruction or abuse of property; violence-related jokes or threatening comments which are veiled, direct, conditional, written, or verbal; physical abuse; vandalism; arson; unauthorized carrying or use of weapons on Core Transit premises; and/or any other threatening or abusive act which Core Transit determines to be detrimental to the workplace. Employees are expected to refrain from fighting, "horseplay," or other conduct that may be dangerous to others. Organizational resources may not be used to threaten, stalk, or harass anyone at or outside the workplace. Individuals who commit such acts may be removed from the

premises and may be subject to disciplinary action, up to and including termination, criminal penalties, or both.

If you have witnessed workplace violence, immediately follow the complaint procedure listed below for discrimination, harassment, workplace violence, bullying, and safety or compliance concerns. In an emergency do not hesitate to contact law enforcement, 911 and remove yourself and others from danger.

Complaint Procedure for Discrimination, Harassment, Workplace Violence, Bullying, and Reporting Safety or Compliance Concerns

Any employee who believes they have been subject to or witnessed discrimination, harassment, workplace violence, bullying, or safety or compliance issues must report the incident to at least one of the following individuals whom the employee feels the most comfortable: their supervisor or manager, the People and Culture department, or the Deputy Director.

If a supervisor or manager receives a report, they shall immediately report it to the People and Culture Department, unless the matter involves the People and Culture department, in which case the supervisor or manager must report it immediately to the Deputy Director.

Core Transit expects employees to make a timely complaint to enable the organization to investigate and correct any behavior that may be in violation of this policy. Employees will be asked to put their concern in writing; if they are unable to do so, the person receiving the complaint will document it in writing.

All complaints will be investigated promptly and thoroughly. Investigations will be kept confidential to the extent possible given the need for a complete and fair investigation. Managers and Directors may be notified of the incident to ensure a safe work environment during the investigation. If it is determined that a violation of this Policy has occurred, Core Transit will take prompt and reasonable remedial action, which may include disciplinary action, up to and including termination of employment.

Core Transit will endeavor to report the status of the investigation to the reporting employee upon closure of any investigation, but Core Transit will not provide a detailed report to the employee, nor is the employee entitled to such reporting.

Anti-Retaliation Policy

No hardship, loss, benefit or penalty may be imposed on an employee in response to:

- Filing, responding to, or assisting with a bona fide complaint of discrimination, harassment, or other violation of Core Transit Policy;
- Appearing as a witness in the investigation of a complaint; or
- Serving as an investigator of a complaint.

Filing a bona fide complaint or report will in no way be used against the employee or have an adverse impact on the individual's employment status. However, filing a groundless or malicious complaint or report is an abuse of this Policy and will be treated as a violation. Any person who is found to have filed a groundless or malicious complaint or report will be subject to disciplinary action, up to and including termination.

Employees who believe they have been retaliated against must promptly notify the People and Culture department or the Deputy Director in accordance with the reporting procedure set forth above for reporting discrimination, harassment, workplace violence, bullying, and safety or compliance concerns.

WORKPLACE GUIDELINES AND PROFESSIONAL STANDARDS

You're welcome at Core Transit for who you are, we want you to be yourself and represent you in a way that is 'transit professional'. Core Transit expects its employees to act in the best interests of Core Transit and its constituents. Core Transit further expects that each of its employees will behave with courtesy and respect toward other employees, consultants, and members of the public.

Ethics Policy

Employees are expected to act with integrity and uphold professional standards, complying with all applicable laws and regulations as directed by the Department of Transportation and other authorities. Unethical behavior, including fraud, theft, harassment, discrimination, or any actions that compromise safety or violate company policies, must be reported

immediately in accordance with the reporting procedure set forth above for reporting discrimination, harassment, workplace violence, bullying, and safety or compliance concerns. Maintaining a professional and ethical work environment is essential for our collective success.

Supervisor Compliance and Conduct Policy

We recognize the significant influence supervisors can have on an organization. This policy mandates that anyone in a supervisory role strictly adheres to all labor laws and upholds high ethical standards due to their position of trust. Supervisors are expected to lead by example, promote a fair and inclusive work environment, stay updated with regular training on legal compliance, and report any policy violations they become aware of.

Nepotism Policy

Core Transit may employ relatives or intimate acquaintances of current employees or Board members except in the following situations:

- One would directly or indirectly supervise, appoint, or dismiss the other.
- One would directly or indirectly have authority over the other's disciplinary actions.
- One would audit or handle money received by the other.
- One would have access to confidential information, including payroll and personnel records; or
- If current employees (or Board members) become relatives during employment or employee applicants are relatives of current employees (or Board members), Core Transit should be notified so that we may determine whether a problem exists involving supervision, safety, security or morale, or a conflict of interest that would disrupt Core Transit operations.

If Core Transit determines that such a problem exists, Core Transit, in its sole discretion, may take appropriate steps to resolve the problem, which may include reassignment (if feasible), asking for the resignation of one of the employees, or termination.

Dress Code Policy

Uniformed Employees

Uniformed employees should be dressed for work in your assigned uniform. Check with your supervisor as to what is appropriate for your department.

Non-Uniformed Employees

We encourage staff to be professional in their dress in a way that is neat and clean and customary for your role and your scheduled activities for that day. If you have any questions or need more clarification about this policy, please reach out to your supervisor or the People and Culture Department. Clothing and accessories should not contain offensive, discriminatory, or inappropriate content.

Tattoos

Tattoos should not contain offensive, discriminatory, or inappropriate content. If an employee has a tattoo that falls into this category, they are encouraged to cover it during work hours.

Restroom & Locker rooms

Core Transit is committed to creating a safe, inclusive, and respectful environment for all individuals. In line with this commitment and in compliance with Colorado's anti-discrimination laws, Core Transit supports the right of employees, clients, and visitors to use the bathroom that aligns with their gender identity. This policy affirms the right of every individual to access facilities that correspond to their gender identity or expression.

Tobacco/Smoking/Vaping Policy

All Core Transit facilities, vehicles, and work sites are tobacco, smoke, and vape-free environments. Smoking, vaping, and using tobacco or tobacco replacement products, such as e-cigarettes, are prohibited in all areas of Core Transit facilities, vehicles, and outdoor work sites. Employees may only smoke or vape at least twenty-five feet outside of Core Transit facilities or vehicles or in their personal vehicles. Nicotine replacement lozenges and gum are allowed. This Policy applies to all employees and visitors, at all times, including non-business hours.

Confidentiality and Non-Disclosure

During employment with Core Transit, employees may have access to "Confidential Information."

The terms sensitive, private, and confidential data are often used interchangeably, and generally refer to information which is protected by privacy laws or exempt from release under the Colorado Open Records Act. Examples include, but are not limited to, personally identifiable information (name, date of birth, social security number, etc.), passwords, protected health information, certain legal and contractual information, credit or debit card information and certain personnel information.

Employees must protect this information by safeguarding it when in use, using it only for the business of Core Transit and disclosing it only when authorized to do so. This duty of confidentiality applies whether the employee is on or off Core Transit premises, during and even after the end of the employee's employment with Core Transit. This duty of confidentiality also applies to certain communications transmitted by Core Transit.

Nothing in the Employment Policies is intended to prohibit employees from discussing terms and conditions of employment with others, reporting to any government agency, including but not limited to the Equal Employment Opportunity Commission or the Colorado Civil Rights Division, possible violations of applicable law, or making any other disclosures to a governmental agency that are protected under law.

Public Record

Core Transit employees need to be aware that any written communication they send or receive may be considered a public record subject to the Colorado Open Records Act.

Employees are discouraged from using Core Transit systems for private or confidential matters that could become a source of embarrassment to the sender, recipient, or Core Transit. Employees should use discretion when sending written electronic communications. Employees should not write or transmit anything electronically that is inappropriate to say to others face-to-face.

Conflict of Interest

It is not possible to define all the circumstances and relationships that might create a conflict of interest. If a situation arises where there is a potential conflict of interest, the employee should discuss this with a manager for advice and guidance on how to proceed. The following examples are

intended to be guidelines and are not exclusive when determining whether there has been a violation of this Policy:

1. Simultaneous employment by another firm that is a competitor of or supplier of Core Transit.
2. Carrying on Core Transit business with a firm in which the employee, or a close relative of the employee, has a substantial ownership or interest.
3. Holding a substantial interest in, or participating in the management of, a firm to which Core Transit makes sales or from which it makes purchases.
4. Accepting gifts of substantial value or substantial economic benefit from an outside organization or agency, or which could be construed as a reward for action taken in the course of official duties.
5. Speculating or dealing in materials, equipment, supplies, services, or property purchased by Core Transit.
6. Disclosing or using confidential information acquired during the employee's official duties to substantially further the employee's financial interests.
7. Using one's position in Core Transit or knowledge of its affairs for personal gains.
8. Engaging in practices or procedures that violate antitrust laws, commercial bribery laws, copyright laws, discrimination laws, campaign contribution laws, or other laws regulating the conduct of Core Transit business.

Off-Duty Conduct

Core Transit reserves the right to take appropriate action in response to off-duty conduct of employees which affects job performance, impairs working relationships or has a negative impact on Core Transit's ability to perform its functions.

Use of Core Transit Property

Core Transit property is to be used for Core Transit business, in accordance with all applicable rules, operating procedures, and directives. Limited, occasional, or incidental personal use of Core Transit property is acceptable, provided it does not negatively impact Core Transit primary business functions. If unsure, please consult your supervisor to determine what is reasonable. If personal use of Core Transit telephones, copiers, or other

property incurs a charge, the employee must promptly reimburse Core Transit. Employees renting Core Transit housing must refer to their lease agreement and adhere to all stipulated requirements.

No employee shall remove Core Transit property or the property of another employee from Core Transit premises or work sites without proper authorization. Employees needing to use Core Transit property outside normal working hours or at off-site events must sign out the property or equipment and are responsible for its replacement cost if lost, stolen, or irreparably damaged.

Employees issued Core Transit property, such as laptops, cell phones, IT equipment, uniforms, keys, lanyards, or other items, must return these at the end of their employment, and may be charged a reasonable fee, including a rekeying fee in the case of Core Transit keys, if the property is not returned. Any such fee may be deducted from the employee's final paycheck, subject to applicable law. Additionally, if the property is not returned, the employee may not be eligible for rehire. Core Transit will not tolerate theft, misuse, damage, waste, or destruction of its property or the property of others.

Use of Core Transit Vehicles

Core Transit vehicles are to be used for Core Transit purposes, during work hours, and only by authorized and qualified employees. Operating certain vehicles may require a valid commercial driver's license. All vehicles must be operated in compliance with all applicable laws, including traffic laws, and operators are responsible for the vehicle's condition and proper use.

Safe Driving and Communication

This policy applies to all road supervisors, managers, administrative staff, and others supporting operations who operate motor vehicles in the course and scope of their employment.

Note: Bus Operators must not use cell phones while driving Core Transit vehicles and must follow the rules set forth in the Operator Manual at all times. Additionally, all accidents must be reported immediately in accordance with Core Transit safety policy requirements.

Public safety is our top priority, if supervisors, managers, or operators must use communication devices while assisting operations they must adhere to the following:

Hands-Free Devices:

- If communication is necessary while driving, employees must use hands-free devices.
- Ensure that these devices are set up and functioning properly before starting the vehicle.
- Administrative staff using a company vehicle must either use hands-free devices or pull over to use their phone.
- Activities like texting, emailing, or web browsing while driving are strictly prohibited.

Safe Practices:

- If adjustments are needed while driving, pull over to a safe place out of traffic lanes and put the vehicle in “Park” to make the appropriate adjustment.
- Drivers must pull over safely to the side of the road or another safe location before checking messages, text messaging, emailing, or reading.

Emergency Situations:

- The only exceptions to using hands-free devices are to obtain emergency assistance (e.g., calling 911) or if the vehicle is safely parked.

Compliance:

- All employees must comply with state laws regarding cell phone use and distracted driving.
- Non-compliance may result in disciplinary actions, up to and including termination of employment.

Use of Personal Vehicle

In the event that a company vehicle is not available for use, we recommend utilizing public transportation or carpooling with colleagues to reach your destination.

On rare occasions when neither a company vehicle nor alternative transportation is available, you may seek approval from your supervisor to

drive your own vehicle. Should you obtain approval and choose to use your personal vehicle, please adhere to the following guidelines:

- Ensure your vehicle is in good working condition and meets all safety standards.
- Maintain proper insurance coverage as required by law.
- Keep careful records of all mileage driven for work purposes.

Employees who use their personal vehicles for company business will be eligible for mileage reimbursement at the current IRS rate. Please submit your mileage log and any necessary documentation to the finance department for approval and processing.

When a Core Transit employee is using their personal vehicle for work purposes, the Core Transit employee/owner of the vehicle is responsible for liability insurance on the vehicle and assumes the liability if there is an accident. If there is an accident while a Core Transit employee is driving within the scope of their duties, Core Transit liability insurance policy may provide additional liability-only coverage in excess of an employee's personal liability auto coverage.

Inspections, Searches, and Privacy

Core Transit reserves the right to conduct reasonable searches and inspections of any employee, including Core Transit owned property and the employee's personal belongings, without notice. Refusal to submit to such a search may result in disciplinary action, up to and including termination.

Employees do not have a reasonable expectation of privacy in Core Transit owned property, including but not limited to vehicles, lockers, desks, filing cabinets, computers, email accounts, and Core Transit mobile phones. If an employee is found using or in possession of illegal or unauthorized items, they may face disciplinary action, up to and including termination.

TECHNOLOGY & RECORDS

Computer Systems and Internet Usage Policy

Core Transit utilizes an organization-wide computer system to enhance the efficiency and effectiveness of its operations. Information stored or communicated via Core Transit computers, phones and/or any

communication systems may be subject to public record inspection under the public records law. Employees should not assume that any such information is confidential.

This system, including all related software, hardware, and peripherals, is the property of Core Transit is provided to employees under the following terms of use:

Professional and Ethical Use: All computer users must use these resources in a professional, ethical, and lawful manner. Core Transit employees must adhere to all computer and internet usage policies. Violation of such policies may result in disciplinary action, up to and including termination.

Software Usage: Only official licensed software may be used on the Core Transit computer systems. Personal software is prohibited unless expressly authorized by Core Transit. Employees may be held liable for any damage caused by unauthorized software. Employees are responsible for reporting any issues with equipment to the IT department for timely maintenance and repairs.

New Hardware, Software or Systems: IT must approve all technology acquisition. No software, hardware or other systems should be purchased or installed without IT approval.

Software Distribution: Employees are prohibited from copying and/or distributing any Core Transit owned software. Core Transit software is exclusively for business purposes.

Data Security: To maintain data security, employees must not share passwords with others. Employees are encouraged to create strong, unique passwords for different accounts and systems. Passwords must not be displayed in a public manner (e.g., sticky notes on screens, desks, and printers).

Internal and External Data Sharing: Sensitive Core Transit data must be shared only with authorized personnel. External sharing of sensitive data requires prior approval and adherence to data protection protocols.

Monitoring and Access: Core Transit reserves the right to monitor, access, retrieve, review, audit, and disclose all information and content on any computer, email, voicemail, information system, or telecommunications system provided for Core Transit purposes.

Primary Use: Core Transit computers and internet access are primarily for business use to assist employees in their job performance. Limited, occasional, or incidental personal use is permitted as long as it does not negatively affect the system's business use, the employee's job performance, or Core Transit

No Expectation of Privacy: Employees should not expect any electronic data, including history, cookies, documents, or other electronic traces, to be confidential. Core Transit reserves the right to monitor or review any electronic data and messages to ensure compliance with the law and Core Transit policies. Erasing browser history is prohibited and may result in disciplinary action, including termination.

Website Access: Access to malicious, illegal, or harmful websites is strictly prohibited to prevent security breaches and malware infections.

Law Enforcement Cooperation: If requested and authorized by a court or warrant, Core Transit may provide real-time monitoring of an employee's internet, email, and voicemail communications to law enforcement without notifying the employee, as permitted by law.

Prohibited Use: Core Transit email system must not be used for soliciting or canvassing for commercial ventures, religious or political causes, or other non-job-related solicitations. Offensive or disruptive messages are prohibited. Hardware, software, and systems are assigned to Core Transit employees, for that sole employee's use. Core Transit hardware, software, and systems may not be shared with individuals who are not employees of Core Transit (including but not limited to family and friends).

Email Usage

Core Transit maintains an email system to assist employees in conducting business. The email system hardware and all messages composed, sent, or received are the property of Core Transit and not private. Employees may use Core Transit email system under the following terms:

Confidentiality: The confidentiality of any message should not be assumed. Messages can be retrieved even if "deleted." Unauthorized passwords or other methods to lock Core Transit electronic media are prohibited.

Respect for Privacy: Except for the Core Transit right to monitor, retrieve, audit, and access any email messages, such messages should be treated as confidential by other employees and accessed only by the intended recipient.

Professional Communication: Employees must use professional language and maintain a respectful tone in all email communications.

Handling Sensitive Information: Sensitive information should only be shared with authorized recipients. Employees must be vigilant against phishing scams and verify email sources before opening attachments or clicking on links.

Social Media Policy

As used in this policy, “social media” refers to blogs, forums, and social networking sites, such as Twitter, Snapchat, Facebook, LinkedIn, YouTube, and Instagram, among others.

Employees must ensure that social media activity does not interfere with their work. In general, Core Transit considers social media activities to be personal endeavors, and employees may use them to express their thoughts or promote their ideas. Any posts made on your personal time in a personal account with content that does not relate to Core Transit or any person or entity with whom Core Transit does business is up to your discretion. Employees shall not conduct personal social media activity on Core Transit devices.

On-duty Use of social media: Employees may engage in social media activity during work time provided it is directly related to their work, approved by their supervisor, and does not identify or reference Core Transit clients, customers, or vendors without express permission.

Core Transit equal employment opportunity and non-harassment policies extend to social media.

Conduct and Professionalism: When interacting on social media, especially with co-workers and professional contacts, employees must conduct themselves with professionalism and respect, mindful of the impact their posts and comments may have on professional relationships and Core Transit public image.

Unless otherwise protected by state or federal law, employees are prohibited from doing any of the following on social media:

- Disclosing confidential information regarding Core Transit, its constituents, or other members of the public;
- Making comments or discriminatory references that would violate Core Transit Policy if made in the workplace (i.e. comments that violate the anti-harassment or anti-discrimination policy)

A social media site is a public place, and employees should avoid comments such as ethnic slurs, personal insults, or obscenity, or use language that may be considered inflammatory. Even if a message is posted anonymously, it may be possible to trace it back to the sender.

Nothing in this policy is meant to, nor should it be interpreted to, in any way restrict communications protected by state or federal law or otherwise limit your rights under any applicable federal, state, or local laws to engage in protected concerted activities with other employees to improve terms and conditions of employment, such as wages and benefits.

Personal Communications During the Workday

At Core Transit we prioritize workplace productivity and efficiency. Employees are encouraged to limit personal calls, emails, and text messages to lunch breaks or designated break times, except in emergencies. Supervisors may exercise discretion in allowing reasonable personal communication during work hours based on operational needs. Excessive personal communication that disrupts productivity or interferes with Core Transit business is not permitted. Employees should use company devices for personal communication responsibly, ensuring such use does not compromise security or work responsibilities.

Employee Records

Employee records concerning all employees are retained by Core Transit. Such records ordinarily include applications, insurance forms, payroll deduction authorizations, performance documents, pay records, transfer and promotion forms, records of disciplinary actions, training records, and any certificates or credentials required for an employee's job.

To keep employee records current, the People and Culture Department must be notified of any change in an employee's address, phone number, marital status, or military status; any change in the name or telephone number of the person to be notified in case of emergency; any change in insurance

beneficiary; and any other information needed to maintain accurate records. Each employee is responsible for providing Core Transit with records concerning any licenses or certificates required for the performance of their job, as well as any documents showing that education or training relevant to employment has been completed.

Release of Employee Information

Employee records are generally considered confidential subject to statutory requirements. Employees may examine their own personnel records, by contacting the People and Culture Department. Employees may authorize the release of specified personnel records by executing a written request designating the record(s) to be released and the person or entity to whom they may be released.

Responses to employment verification requests shall be limited confirmation or denial of dates of employment, position, and compensation paid.

Upon request from a law enforcement agency that has been authorized by a court order or warrant, Core Transit shall provide all information requested and authorized by the order or warrant without notice to the employee.

EMPLOYEE RELATIONS

Open-door Policy for Concerns and Grievances

Employees who disagree with or are dissatisfied with a Core Transit practice, application of discipline, application or interpretation of policies and procedures, or working conditions should promptly discuss the matter with their immediate supervisor, where appropriate. Employees are encouraged to initiate this discussion promptly following the matter. Discussions held in a timely manner will enhance the organization's ability to resolve concerns while it is fresh in everyone's mind.

If the immediate supervisor has not responded or the response and resolution offered is not satisfactory to the employee, or if it is inappropriate to report to the supervisor, then employees are encouraged to promptly report the matter to their Department Director or to a People & Culture Department representative.

If the problem still cannot be resolved, employees may submit a written report to the Deputy Director for review and final decision. If the Deputy Director needs more than five (5) working days to investigate the matter and make a determination, they will notify the employee in writing. In those cases where the Deputy Director is the direct supervisor or was actively involved with the interpretation or decision making regarding the policy and procedures at issue, the employee may submit their written report to the Executive Director and request a review and determination as provided for above. If a report is submitted to the Executive Director, the Executive Director's decision shall be deemed final.

Nothing in this section is intended to prohibit employees from discussing terms and conditions of employment with others, reporting possible violations of law to any government agency, or making any other disclosures that are protected by law.

Nothing in this section constitutes an agreement of employment for a specific period or is intended to affect the at-will employment relationship.

Disciplinary Action

Core Transit expects all employees to conduct themselves pursuant to the highest professional, business, and ethical standards and will not tolerate misconduct. Core Transit, its management and supervisors, retain the right to take such disciplinary action as it deems appropriate in any given circumstance. Whether an employee's performance, conduct, or behavior warrants disciplinary action is within Core Transit discretion. Core Transit does not intend in these guidelines to create any expectation that any employee will be assured of any form of disciplinary action, such as warnings, notice, or any form of progressive discipline, prior to discharge.

Core Transit may discipline an employee for a violation of any of Core Transit policies, or for any behavior by an employee that reflects poorly on Core Transit, or evidences poor judgment or lack of common sense. The level of discipline to be imposed for the infraction shall be that which Core Transit deems appropriate under the circumstances. Core Transit management retains the right to determine in its discretion, that any of the following disciplinary actions is appropriate without using lower levels of discipline first.

Disciplinary action may include:

1. Verbal warning or reprimand, which may be accompanied by a written notation in the supervisory record or in the employee's personnel file.
2. A written reprimand, signed by the employee's supervisor and acknowledged by the employee. Written reprimands are intended to be placed in the reprimanded employee's personnel file. Employees may provide written explanations or responses to reprimands for placement in their personnel file.
3. A suspension without pay shall be accompanied by a written statement, signed by the employee and his or her supervisor, setting forth the fact of the suspension, the reason for the suspension, and the duration of the suspension.
4. A demotion shall be reflected by a written statement placed in the employee's personnel file stating that the demotion was for disciplinary purposes and setting forth the reason for the discipline.
5. Termination.

Separation From Employment

An employee may separate from employment by disciplinary termination, discharge, resignation, or retirement.

Disciplinary Termination

Employees who are terminated for disciplinary reasons shall not be eligible for re-employment.

Layoff

Core Transit reserves the right to lay off employees for reasons of efficiency, economy, lack of work, or for such other reason as the organization deems sufficient. Employees who are laid off may be eligible for re-employment but shall not have preferential rights to re-employment.

Resignation

An employee who resigns in good standing may be eligible for re-employment with Core Transit but shall have no preferential rights to re-employment. An employee resigns in good standing if the employee does not resign under threat of termination, gives Core Transit at least two (2) weeks' notice, and completes necessary exit procedures including but not limited to paying rent on Core Transit property leased to the employee and returning all company equipment, as applicable.

Retirement

Employees who retire may be eligible for re-employment but shall have no preferential rights to re-employment.

Exit Procedure

Employees who are laid off, resign, or retire shall provide all information required for separation to the People and Culture Department and make any arrangements for continuation of benefits as allowed by law. Final paychecks will be paid by Direct Deposit, mailed, or delivered at the time of termination, as applicable.

WORKING CONDITIONS

Pay Period and Defined Pay Week

The standard work week for pay periods begins at 12:00 AM on Sunday and ends at 11:59 PM on Saturday. This period is defined for the purposes of scheduling, calculating wages, and determining benefits eligibility. The standard work week for full-time operators varies based on shift schedule and will be set forth by the employee's supervisor. For all other employees, the standard work week consists of 40 hours of work.

Driving Time

Any CDL Operator knowingly exceeding the maximum Federal Motor Carrier Safety Administration requirements will be subject to disciplinary action, including and up to termination.

Break Times

Breaks will be scheduled by supervisors in a manner that ensures continuous operational coverage. If an employee remains on duty or is required to perform any work-related tasks during their break, the time must be compensated, and the employee can remain clocked in.

Responsibilities

During breaks, employees should refrain from performing any work-related tasks.

Overtime Policy

Core Transit may require employees to work overtime, which is defined as actual hours worked in excess of forty (40) hours in a single work week.

Compensation for Non-Exempt Employees

Non-exempt employees, including non-exempt temporary and seasonal employees, will receive overtime compensation at a rate of 1.5 times their regular rate of pay for each hour worked beyond forty (40) hours in a single work week, or twelve (12) hours worked in a single workday. Paid leave, such as holiday, sick leave, vacation leave, and jury duty, does not apply towards hours worked. ***Overtime shall not be worked unless approved in advance by your supervisor or manager.***

Exempt Employees

Exempt employees are not eligible for overtime compensation.

Attendance Policy

Prompt and regular attendance is essential for the effective operation of Core Transit. All employees are expected to maintain a good attendance record and report to work on time, ready to work, in accordance with business hours or shift schedules.

Notice of Absence

Unless extenuating conditions exist, employees are expected to follow their department guidelines, including notifying their supervisor before the start of their shift if they need to be absent from work.

Tardiness

Employees are expected to adhere to established work hours.

Readiness to Work

Employees are expected to be ready to work at the start of their scheduled shift. "Readiness to work" means an employee is fully prepared and capable of performing their job duties effectively. This includes being physically and mentally fit, having completed necessary training and certifications, being appropriately dressed in required uniform, understanding job responsibilities, complying with workplace policies, and maintaining alertness and focus. If an

employee feels that they are not able to safely perform their duties due to illness, injury, or any other condition, they must stop working immediately and notify their supervisor. This ensures both their safety, the safety of the public and the safety of others in the workplace.

Persistent occasions of an employee not being ready to work at the start of their scheduled shift may otherwise serve as the basis for disciplinary action, up to and including termination.

Communication Channels

Employees are responsible for being aware of and utilizing the communication channels directed by their supervisors. It is the employee's duty to stay informed about any updates or changes to these communication methods as communicated by their supervisors. Employees must regularly check these channels, which may include, but are not limited to, email, company messaging apps, and other designated platforms, for updates, instructions, and important information related to their job duties. Failure to use the approved communication channels as directed by the employee's supervisor may result in reduced efficiency. If employees are unsure about the appropriate communication channels to use, they should seek clarification from their supervisors or ask for training.

PAYROLL AND COMPENSATION POLICIES

The People and Culture Department and the Finance Department oversee the administration of payroll and benefits. They are responsible for addressing employee inquiries and resolving compensation-related issues.

Pay Periods

Employees receive their pay bi-weekly on Fridays. If a payday falls on a holiday, payroll will be processed on the preceding workday.

Paycheck Distribution

Employee paychecks will be printed and provided by their supervisor unless the employee has opted for a direct deposit.

For employees opting for direct deposit, the employee may receive one printed check prior to the commencement of direct deposits to ensure the correct bank account information is verified.

It is the responsibility of the employee to provide accurate and up-to-date banking information for direct deposit. Upon the employee's authorization of direct deposit, that employee's earnings shall be deposited with the designated institution until such authorization is rescinded in writing.

Deductions Policy

It is the policy of Core Transit to comply with the applicable requirements of the FLSA. Deductions may be made from an employee's pay as authorized by the employee and/or by law (for example, deductions for income taxes and employee benefits).

If an employee does not have sufficient funds in a paycheck for any reason, the outstanding deductions will be carried forward and deducted when funds are available in subsequent paychecks.

If an employee believes that an improper deduction has been made, he or she should immediately report the deduction to Finance or People & Culture. If it is determined that an improper deduction has occurred, the employee will be promptly reimbursed.

Employee Responsibilities

Employees should promptly report any changes to their banking information to ensure continued accuracy and avoid disruptions in payroll processing.

Timesheets

Non-exempt employees are required to maintain accurate timesheets on a weekly basis, documenting daily hours worked, overtime, and leave taken. These timesheets must be submitted to the employee's department manager or director for final approval.

Exempt employees are responsible for updating timesheets to reflect any leave taken within the pay period.

Employee Benefits

Employees are eligible for benefits based on their employment status. Benefit enrollment is offered at the start of employment. Please note that benefits may change year by year. Annually, employees will receive an updated benefit guide that outlines their benefits and access to paid time off and leave policies.

Flexible Work Arrangements

Core Transit recognizes the importance of flexibility in meeting the diverse needs of its employees while maintaining operational efficiency. Flexible work arrangements may include options such as telecommuting, compressed workweeks, or flexible scheduling, when both the employee and the position are suited to such an arrangement. Telecommuting is not an entitlement, and it in no way changes the terms and conditions of employment with Core Transit. All telecommuting arrangements are made on a case-by-case basis, focusing first on the business needs of Core Transit.

Eligibility and Approval

Employees or Core Transit may suggest flexible work arrangements for an employee. Employee requests must be submitted to and approved by the employee's department manager and People & Culture. Approval is contingent upon the arrangement not disrupting the operations of Core Transit and ensuring that work objectives are met.

Operational Considerations

Managers will assess each request for flexibility on a case-by-case basis, considering business needs, team collaboration requirements, and customer service obligations. Flexibility may be granted on a trial basis to evaluate its impact on productivity and operational effectiveness.

Communication and Accountability

Employees granted flexible work arrangements are expected to maintain regular communication with their manager and team members. They must uphold Core Transit standards of performance, meet deadlines, and fulfill job responsibilities effectively regardless of their work location or schedule.

Core Transit reserves the right to amend or terminate flexible work arrangements based on business requirements, performance or changes in operational needs. Employees are encouraged to discuss their preferences for flexible work arrangements with their manager to explore viable options that benefit both the individual and the organization.

SAFETY & HEALTH

At Core Transit we prioritize safety and strive to foster a culture that reflects this commitment. It is the duty of every employee to familiarize themselves with and adhere to all relevant safety practices, policies, directives, and procedures. For any safety-related inquiries, employees are encouraged to consult their supervisor.

If you believe there is an immediate threat to the health or safety of any individual, or to Core Transit property, please notify your supervisor, manager or in an emergency call 911.

Each employee is responsible for the condition of equipment used on the job. Equipment that is damaged, worn, or in need of maintenance should be reported to the employee's supervisor. Employees should direct any concerns regarding the use of equipment to their supervisor. Cleanliness and orderliness are important to the operation of Core Transit. Employees are responsible for keeping their work areas clean and orderly.

Drug And Alcohol Policy

Due to the nature of the work we do at Core Transit, we have a separate Drug and Alcohol Policy that complies with all applicable laws, including those set forth by the Federal Transit Administration. **Please refer to the Drug and Alcohol Policy for more information.**

Depending on the nature of your position, you will be classified as either a safety-sensitive position or a non-safety-sensitive position; these distinctions will guide requirements such as random drug screening, mandatory pre-employment drug tests, and more.

Possession of Firearms or Other Weapons

Core Transit prohibits the possession or use of unauthorized weapons on Core Transit Property, including but not limited to, handguns, firearms, explosives, and knives with blades 3 ½" or greater, unless the employee is required to carry a concealed weapon as a job requirement or carries a lawful concealed carry permit. This guideline applies to all Core Transit employees, including contract and temporary employees, on Core Transit Property. Concealed weapons for which the employee has a permit must be unloaded or properly disarmed to render them un-dischargeable or unusable while on Core Transit

Property. Any employee who carries a concealed weapon must report such carry to People & Culture or the Department Director and must present the permit to Core Transit for verification. Additional precautions may be taken depending upon the circumstances.

The term “Core Transit Property” shall mean all Core Transit-owned or leased buildings and Core Transit-owned surrounding areas; and all Core Transit-owned or leased vehicles.

Employees are responsible for ensuring that items they carry onto Core Transit Property are permissible.

Reporting Vehicular Accidents

Any event involving any Core Transit Vehicle, whether it occurs on-site or in-route, resulting in contact with another vehicle, person, or object is considered an accident. Additionally, any action leading to a driver losing control of the vehicle and departing from the roadway is deemed an accident, irrespective of contact.

All accidents must be promptly reported by following applicable department procedures, including all Core Transit safety guidelines. If you are unsure of your department procedures call Dispatch from the location of occurrence. Failure to comply with this Policy may result in disciplinary action, including termination.

Review Process

Core Transit will assess accidents for preventability within seven (7) days of the occurrence in accordance with the National Safety Council's Procedures and Guidelines. Disciplinary action, up to and including termination, may be taken based on the findings.

Appeal Procedures

Employees may contest the decision by submitting a written request for review within ten (10) days of receiving the preventability determination. The Safety Committee will review the initial decision and make a final determination. Additional details of the process can be found in the Operator Manual or department procedures.

Reporting Workers Compensation

All employment-related accidents causing injury or property damage must be reported immediately or at the earliest possible time to the employee's supervisor. Such reports must be reported immediately before leaving their shift for the day to meet the workplace guidelines and be submitted within ten (10) days following the accident to ensure workers compensation coverage. Employees are required to cooperate promptly with any written reports, forms, or requests from People & Culture Department.

Under the Colorado Workers' Compensation Act, employees are covered for work-related injuries or illnesses. Delayed reporting of such incidents may lead to a reduction in benefits under the Act.

Return to Work / Extended Absence Policy

Core Transit supports employees recovering from illness or injury. Employees returning from an illness or injury may be asked to provide a return-to-work notice from the treating physician to ensure fitness for duty.

While light-duty assignments or alternative tasks may be available, the availability of such accommodation is not guaranteed.

Conduct and Protection of General Public

The safety and well-being of our riders are paramount. All employees must take proactive steps to safeguard their riders' safety. Any instances of harassment, abuse, neglect, or exploitation towards the public will result in swift disciplinary action, up to and including termination and applicable legal prosecution.

Professional Conduct

Employees are expected to maintain professional boundaries. Physical contact should be limited to situations where necessary and appropriate. Personal relationships with riders, including children and the elderly, outside of professional duties are discouraged to prevent conflicts of interest or potential exploitation.

Restraining Orders

Employees should promptly inform the People and Culture Department or the Deputy Director of any protective or restraining order that they have

obtained or are subject to that lists the workplace as a protected area. Employees are encouraged to report safety concerns, including those about domestic violence. Core Transit will not retaliate against employees making good-faith reports. Core Transit is committed to supporting victims of violence by providing referrals to Core Transit's employee assistance program and community resources.

ACKNOWLEDGEMENT OF RECEIPT

On the ____ day of _____, 2024, I, _____, received a copy of the foregoing Employment Policies. I have read, understand, and agree to comply with the policies, rules, and conditions set forth and revisions and amendments to said Employment Policies over the course of my employment.

I understand that the Employment Policies do not constitute a contract of employment or a promise of employment for any length of time or under any particular conditions. I understand that my employment with Core Transit is “at will” and that my employment with Core Transit may be terminated by myself or Core Transit at any time. I understand that nothing in the Employment Policies is intended to prohibit or restrict employees from discussing terms and conditions of employment.

(Employee's signature)

(Name Printed)

CORE TRANSIT

TIME OFF PROGRAMS

ADOPTED: AUGUST 2024

CONTENTS

Paid Holidays.....	3
Vacation Time	4
Sick Time.....	4
Public Health Emergency Leave.....	6
Use of Public Health Emergency Leave.....	6
Approval and Scheduling of Public Health Emergency Leave.....	7
No Payment of Public Health Emergency Leave upon Separation of Employment.....	8
Short-Term and Long-Term Disability.....	8
Leaves of Absence	8
Family and Medical Leave Act (FMLA) / Colorado Family Care Act.....	9
Family and Medical Leave Insurance Program	10
Bereavement Leave.....	11
Jury Duty Leave	11
Voting leave	12
Military Leave	12
Administrative Leave	12
Inclusive Parental Leave	12
Domestic Violence Leave	13
Unpaid Leave.....	13

Paid Holidays

All paid Core Transit holidays are determined annually by the Board of Directors and will be included in the Core Transit benefits package, which is updated and provided to employees on internal communication channels and posted in breakrooms.

Holiday Work Compensation

Non-Exempt employees working on a holiday will receive double time pay.

Non-Working Compensation

Full-Time Administrative staff will have Core Transit holidays off. If employees are sick or on vacation, they will receive holiday pay instead of using their sick or vacation time. In the event a scheduled holiday falls on a weekend, the holiday may be observed on the nearest working day if approved by the board.

Full-time employees who are not scheduled to work on a holiday will receive an additional 8 hours of pay.

Employees may choose to work on a designated holiday and take an alternative day off within the same calendar month, subject to managerial approval and operational requirements.

Overtime

Holiday pay does not count towards the calculation of overtime.

Floating Holidays

Core Transit offers floating holidays as approved annually by the Board of Directors to all full-time employees as part of its commitment to inclusivity and respect for diversity within our workforce. The number of floating holidays will be posted annually with the holiday schedules and may fluctuate year to year. A floating holiday is a paid day off that can be used for occasions not included in the standard company holiday schedule, allowing employees to observe days of importance to their culture, religion, or personal preference. These can be used at the employee's discretion with prior approval from their supervisor within the calendar year.

Floating holidays do not accrue and do not roll over to the following calendar year. Upon separation of employment from the organization for any reason, employees will not be paid for any unused floating holiday time as of their last day of employment.

Vacation Time

Eligibility

All regular full-time employees are eligible to begin accruing vacation time based on hours worked beginning their date of hire (or the date on which they become a regular full-time employee). Part-time employees and seasonal employees are not eligible for vacation time.

Accrual Rate

Full-Time employees accrue vacation time at a rate of 6.15 hours per pay period, which is designed to provide approximately 4 weeks of vacation time per year based on a 40 hour workweek. The maximum accrual for vacation time is capped at 240 hours. Once an employee reaches this cap, they will stop accruing additional vacation time until they use accrued vacation, reducing their accrual below the maximum. Vacation time shall not be used in advance of its accrual.

Usage

Employees are encouraged to schedule and use their vacation time responsibly to ensure a healthy work-life balance. Vacation time must be requested and approved by the employee's supervisor in advance, following Core Transit's scheduling policies and procedures by department.

Separation

Upon separation of employment from the organization for any reason, employees will be paid at their regular hourly rate for all accrued but unused Vacation Time as of their last day of employment.

Sick Time

Eligibility

All employees are eligible to begin accruing sick time in accordance with Colorado laws beginning their date of hire.

Accrual Rate

All employees will accrue paid sick time at a rate of 0.04225 hours per hour worked, up to a maximum of 3.38 hours per pay period. Employees may carry over accrued sick time from one year to the next, with a maximum balance cap of 320 hours. Once an employee

reaches this cap, they will stop accruing additional sick time until they use accrued sick time, reducing their accrual below the maximum. Full-time employees who work 80 hours each pay period can expect to accrue sick time at a rate of 3.38 hours per pay period.

Usage

Eligible employees may use sick leave for the following reasons:

- When a mental or physical illness, injury or health condition prevents the employee from working.
- When an employee's exposure to contagious disease may jeopardize the health of another employee
- To care for a family member who has a mental or physical illness, injury, or health condition.
- In association with pregnancy, childbirth, or adoption.
- To obtain a medical diagnosis, care, or treatment of a mental or physical illness, injury or health condition of the employee or employee's family member.
- To obtain preventive medical care, a medical diagnosis, care, or treatment for the employee or employee's family member.
- To grieve, attend funeral services or a memorial, or deal with financial and legal matters that arise after the death of a family member.
- If the employee or a family member is the victim of domestic abuse, sexual assault or harassment and needs leave to:
 - Seek related medical attention.
 - Obtain victim services (including legal services).
 - Obtain mental health or other counseling.
 - Seek relocation due to the domestic abuse, sexual assault, or harassment; or
 - Seek legal services, including preparing for or participating in a civil or criminal proceeding relating to or resulting from the domestic abuse, sexual assault, or harassment.
- To care for a family member whose school or place of care has been closed due to inclement weather, loss of power, loss of heating, loss of water or other unexpected occurrence or event that results in the closure of the family member's school or place of care.
- To evacuate their place of residence due to inclement weather, loss of power, loss of heating, loss of water or other unexpected occurrence or event that results in the employee's need to evacuate their residence.

- For purposes of this policy (and the public health emergency policy), a family member means:
 - An employee's immediate family member (i.e., a person related by blood, marriage, civil union, or adoption).
 - A child to whom the employee stands in loco parentis.
 - A person who stood in loco parentis to the employee when the employee was a minor.
 - A person for whom the employee is responsible for providing or arranging health- or safety-related care.

After four (4) consecutive workdays of sick leave, reasonable documentation may be required evidencing that the paid sick leave is for an authorized purpose.

Please be informed that sick time shall not be utilized to extend a vacation or to take a day off for reasons not approved above. Misusing sick time in this manner will be considered a disciplinary matter. Core Transit values all aspects of your health and stresses the importance of using sick leave responsibly.

Separation

Upon separation of employment, Core Transit does not pay unused sick leave.

Public Health Emergency Leave

If a public health emergency is declared, Core Transit will supplement each employee's sick time as necessary to ensure that each full-time employee may take at least eighty (80) hours of paid leave and each part-time employee may take the greater of either the amount of time the employee is scheduled to work in a fourteen (14) day period, or the amount of time the employee actually works on average in a fourteen (14) day period. An employee's unused, accrued sick and vacation time will be counted towards such supplemental public health emergency leave.

Use of Public Health Emergency Leave

Public health emergency leave may be used only for the following purposes:

For the employee to:

- Self-isolate when diagnosed with a communicable illness that is the cause of a public health emergency;

- Self-isolate when experiencing symptoms of a communicable illness that is the cause of a public health emergency;
- Seek medical care, diagnosis, or treatment when experiencing symptoms of a communicable illness that is the cause of the public health emergency; or
- Seek preventative care concerning a communicable illness that is the cause of the public health emergency.

For the employee to care for a family member who:

- Is self-isolating when diagnosed with a communicable illness that is the cause of a public health emergency;
- Is self-isolating when experiencing symptoms of a communicable illness that is the cause of a public health emergency; or
- Needs medical care, diagnosis or treatment when experiencing symptoms of a communicable illness that is the cause of the public health emergency.
- If the employee or the employee's family member's presence on the job or in the community would jeopardize the health of others because of exposure to the communicable illness or because of symptoms of the communicable illness, regardless of whether the employee or the employee's family member has been diagnosed with such illness;
- To care for a child or other family member when the childcare provider is unavailable or if the school or place of care is closed due to the public health emergency (even if remote instruction is being provided); or
- If the employee is unable to work because of a health condition that may increase susceptibility to the communicable illness that is the cause of the public health emergency.

Employees may use public health emergency leave until four (4) weeks after the official termination or suspension of the emergency. Employees are eligible to receive supplemental public health emergency leave once during the entirety of a public health emergency, even if the emergency is extended, restated, or prolonged.

Approval and Scheduling of Public Health Emergency Leave

When the need to use public health emergency leave is foreseeable, employees are to notify their supervisor as soon as practicable of the need to use it.

No Payment of Public Health Emergency Leave upon Separation of Employment

Upon separation of employment from Core Transit for any reason, an employee's unused, supplemental public health emergency leave time will not be paid to the employee.

Short-Term and Long-Term Disability

Short-term and long-term disability insurance provides income replacement for employees who are temporarily unable to work due to a medical condition. Employees must meet specific eligibility criteria to qualify for STD and LTD benefits. To understand the complete process for requesting disability benefits, including detailed eligibility requirements and coverage employees should refer to the Benefits Guide.

Leaves of Absence

The organization complies with federal and state-specific leave laws. In addition, an employee may request the following types of Leave of Absence (LOA):

- Family and Medical Leave Act/Colorado Family Care Act
- Bereavement Leave
- Jury Duty Leave
- Voting Leave
- Military Leave
- Administrative Leave
- Inclusive Parental Leave
- Domestic Violence Leave
- Unpaid Leave

Employees must request and be approved for a Leave of Absence from the organization to take time off and not be subject to termination for job abandonment.

Benefits while on Leave

Employees are responsible for arranging to pay their share of premium payments during leave through the People and Culture Department. For more information about continuing benefits coverage, please contact the People and Culture Department.

Returning from Leave

Unless federal or state law requires otherwise, failure to return from leave for three (3) scheduled consecutive working days at the end of the approved leave period will be treated

as job abandonment and will result in termination. If the employee's failure to return is due to a disability under the Americans with Disabilities Act or other law, additional accommodations may be provided.

Family and Medical Leave Act (FMLA) / Colorado Family Care Act

Description

Core Transit grants family and medical leave in accordance with the requirements of applicable federal and state law in effect at the time the leave is granted. Although federal and state laws have different names, this policy refers to these types of leaves collectively as "Family Medical Leave," or "FMLA."

FMLA entitles eligible employees to take unpaid, job-protected leave for specified family and medical reasons with continuation of group health insurance coverage under the same terms and conditions as if the employee had not taken leave. Eligible employees are entitled to leave for:

- the birth of a child and to care for the newborn child within one year of birth.
- the placement with the employee of a child for adoption or foster care and to care for the newly placed child within one year of placement.
- to care for the employee's spouse, child, or parent who has a serious health condition.
- a serious health condition that makes the employee unable to perform the essential functions of his or her job.
- any qualifying exigency arising out of the fact that the employee's spouse, son, daughter, or parent is a covered military member on "covered active duty;" or
- to care for a covered servicemember with a severe injury or illness if the eligible employee is the servicemember's spouse, son, daughter, parent, or next of kin (referred to as "military caregiver leave").

Core Transit will provide such leave to permit care of the employee's family members when related by blood, adoption, legal custody, marriage, civil union or committed, "live-in" relationship, to include care for a child, regardless of the age or dependency of the child, as well as for a sibling, partner in a civil union or same-sex marriage, grandparent, grandchild or in-law.

Eligibility

To qualify for FMLA leave, an employee must have worked at least 1,250 hours for the organization over the twelve (12) months preceding the date the leave would commence.

Duration

Up to 12 weeks of leave during a 12-month period to eligible employees (or up to 26 weeks for military caregivers).

Pay

Employees must use the balance of their accrued and unused Vacation and Sick Time at the beginning of their leave, and the remainder of leave time will be unpaid. If an employee is receiving pay from Short Term or Long Term benefits, the rules regarding the supplementation of an employee's time will take precedence.

Certification and Authorization Requirements

Employees must provide written notice to their manager and complete an FMLA form and return it to the People and Culture Department at least thirty (30) days prior to the requested leave, as practicable.

Core Transit currently continues medical and life insurance benefits for an employee on leave for a maximum of three months as long as the employee continues to pay the employee's portion of the premium.

Employees who fail to return at the expiration of their authorized leave may be terminated. If the employee's failure to return is due to a disability under the Americans with Disabilities Act or other law, additional accommodations may be provided. Employees must supply sufficient medical information to support the requested leave.

Family and Medical Leave Insurance Program

While Core Transit has opted out of FAMLI, the organization does offer other Leave options described here, or employees may individually elect to participate in the FAMLI Program.

Information on the FAMLI Program may be found at <https://famli.colorado.gov/>. The FAMLI Division can be reached at:

Colorado Department of Labor and Employment - FAMLI Division
633 17th Street, Suite 201
Denver, Colorado 80202-3660

Bereavement Leave

In the event of a death in the family, employees may take up to five (5) working days of leave at their regular straight-time or base salary to manage family matters and attend the funeral. "Family" is broadly defined to include:

- Spouse or domestic/civil union partner
- Children, parents, legal guardians
- Siblings, grandparents, grandchildren
- Mother-in-law, father-in-law
- Close friends who are considered family

Additionally, employees may request additional time off, such as sick leave, vacation time, or unpaid leave, to extend their absence from work. Whenever possible, employees should request bereavement leave in advance from their supervisor. This ensures adequate planning and coordination with work responsibilities.

Jury Duty Leave

Non-exempt employees who are summoned for jury duty will be compensated for scheduled hours, with pay, at their regular straight time or base pay for up to the first three days of jury duty. If required to serve more than three days, payment received from a court for service as a juror shall be retained by the employee. If jury duty is extended past day 3, with proof of service from the courts, Core Transit will supplement non-exempt employee's wages received from the courts to make up the difference in their regular straight time or base pay wages, less the payment received from the court. With proof of service from the courts, exempt level employees may be eligible to continue to receive their regular bi-weekly salary while serving jury duty with pre-approval from the People & Culture Department.

The employee should provide the jury duty notice to their supervisor as soon as it is received so that appropriate arrangements can be made to cover his or her duties. Employees are required to call in or report for work immediately on those days or parts of days when their presence in court is not required.

Voting leave

Employees who are registered voters and who lack three (3) non-working hours when polls are open to vote in any local, state, and national election may request and take up to two (2) hours off work with pay at the beginning or end of their shift, or at a time decided by their supervisor, for this purpose. Voting leave must be requested and approved by the employee's supervisor no later than the day prior to Election Day.

Military Leave

Description

All employees who are required to fulfill military obligations in any branch of the Armed Forces of the United States or in a state military service will be granted leave and reinstated in accordance with Federal and State law.

All employees who are members of the National Guard or reserve forces are entitled to paid military leave without loss of benefits or status for up to the equivalent of three (3) weeks of work based on the employee's regular work schedule each calendar year while they are engaged in training or other service under orders. Any employee who is required to continue in military service beyond the time allowed for military leave may use accrued leave or shall be afforded leave without pay for the duration of his or her service and shall be reinstated to full employment rights upon separation from military service as required by law. For details, reference [Your Rights Under USERRA](#).

Administrative Leave

Employees may be placed on administrative leave, with or without pay, when possible disciplinary action is under consideration, when the employee has been charged with serious criminal misconduct, or under such other circumstances as may be deemed necessary by Core Transit. Employees placed on administrative leave will be advised of the reason for the leave and, if possible, the probable duration of the leave.

Inclusive Parental Leave

Employees have a variety of options for parental leave. Timely communication of leave requirements and adherence to company policies on parental leave are essential. We are dedicated to supporting our employees during significant life events.

Employees eligible for FMLA and Short-Term Disability benefits are encouraged to leverage these resources when planning their parental leave. Short-Term Disability typically provides partial wage compensation for 6 – 8 weeks.

FMLA safeguards job security for up to 12 weeks following the birth or adoption of a child, enabling employees to prioritize family obligations without risking their employment. It is advisable for employees to review their employer's specific policies and engage with People and Culture to understand their FMLA rights and benefits related to adoption.

A new parent not covered by Short-Term Disability or FMLA can utilize up to 4 weeks of vacation time, sick leave, or unpaid time to nurture their new child within the first year of birth.

Domestic Violence Leave

Employees may take up to three (3) working days of leave from work in any 12-month period, with pay, if the employee is the victim of domestic abuse, stalking, sexual assault, or any other crime related to domestic abuse. Employees may take Domestic Violence Leave to seek a civil protection order to prevent domestic abuse; obtain medical care and mental health counseling for themselves or their children; make their home secure from the perpetrator or to seek new housing; or seek legal assistance to address issues arising from domestic abuse, stalking, sexual assault, or any other crime related to domestic abuse and attending or preparing for related court proceedings.

Except in cases of imminent danger, the employee shall provide their supervisor with appropriate advance notice of such leave and such documentation as may be required by the People & Culture Department.

All information related to an employee's Domestic Abuse Leave shall be kept as confidential as possible.

Unpaid Leave

Core Transit may provide additional unpaid leave in extraordinary circumstances, generally defined as unforeseen medical or family emergencies.

Employees must exhaust accrued leave before requesting unpaid leave. If sufficient accrued leave or unpaid FMLA is not available, the department director may grant unpaid leave on such terms and conditions as may be permitted by Core Transit in its discretion. Unpaid leave must not negatively impact operations or cause undue hardship to the organization.

Core Transit will not tolerate abuse of the unpaid leave policy.

CORE TRANSIT

DRUG & ALCOHOL POLICY

EFFECTIVE: AUGUST 2024

Adopted by: _____

Date Adopted: [dd/mm/yyyy]

Last Revised: [dd/mm/yyyy]

Contents

Purpose of Policy.....	3
Criminal Convictions	3
Categories of Employees.....	3
Prohibited Behavior	4
Legally Prescribed and Non-Prescription Drugs.....	4
Consequences for Violations	5
Circumstances for Testing.....	5
Pre-Employment Testing.....	6
Reasonable Suspicion Testing	6
Post-Accident Testing	7
Random Testing	8
Testing Procedures	8
Approved Testing Facilities	9
Testing Process	9
Drug Testing Procedures.....	9
Split Specimen Test.....	10
Observed Collections:	10
Alcohol Testing Procedures	10
Dilute Urine Specimen	11
Test Refusals	11
Voluntary Self-Referral.....	12
Contact Person.....	12
Improper Use of Policy.....	13
Attachment A: Safety-sensitive Positions	13

Purpose of Policy

Core Transit is dedicated to providing safe, dependable, and economical transportation services to the public, and to providing a healthy, safe and satisfying work environment for our employees. Core Transit employees must be able to work in a drug and alcohol-free work environment. It is the responsibility of all employees to report to work free of alcohol and prohibited substances. Core Transit employees are expected to prevent unsafe practices, including those of fellow employees.

This policy complies with all applicable federal regulations governing workplace drug and alcohol testing programs in the transportation industry, including those set forth by the U.S. Department of Transportation (“DOT”) and the Federal Transportation Administration (“FTA”), including 49 CFR Part 655, 49 CFR Part 40, and the Drug Free Workplace Act of 1988, each as amended. Copies of these regulations are available Safety & Training Supervisor’s office. 49 CFR Parts 40 and 655 can also be found at the Federal Transit Administration (FTA) Drug and Alcohol Program website <http://transit-safety.fta.dot.gov/DrugAndAlcohol/>.

Portions of this policy are not FTA-mandated, and are instead set forth by Core Transit. Such portions are identified with italicized text.

Criminal Convictions

In accordance with the Drug-Free Workplace Act of 1988, the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the workplace. An employee who is convicted of any criminal drug statute for a violation occurring in the workplace shall notify their supervisor or the People & Culture department no later than five (5) days after such conviction. *Additionally, any employee who is convicted of a felony involving off-site sale or distribution of a controlled substance, misdemeanor driving under the influence or felony driving under the influence, must immediately notify their supervisor within five (5) days of such conviction.*

Any employee who fails to comply with the reporting requirements set forth in this section, shall be subject to discipline up to and including termination.

Categories of Employees

All employees are required to comply with this Policy, however, pursuant to federal law, employees who perform safety-sensitive duties are subject to heightened drug and alcohol testing requirements. Therefore, certain provisions of this Policy apply only to individuals performing safety-sensitive duties. Such provisions explicitly refer to “safety-sensitive” employees. “Safety-sensitive” employees shall mean employees (including contractors and volunteers, as applicable) who perform any of the following duties:

- Operate a revenue service vehicle, in or out of revenue service;
- Operate a non-revenue vehicle requiring a commercial driver's license;
- Control movement or dispatch of a revenue service vehicle;
- Maintain (including repairs, overhaul and rebuilding) of a revenue service vehicle or equipment used in revenue service; and

Volunteers are exempt from testing unless they receive some form of remuneration above actual personal expenses or are required to hold a CDL to operate a Core Transit vehicle.

See Attachment A for a list of safety-sensitive positions by job title. This is not an all-inclusive list, and employees who are unsure of their employment status should ask their supervisor for clarification. Core Transit will endeavor to identify safety-sensitive positions in job offers and descriptions.

Prohibited Behavior

The use of illegal drugs ("Prohibited Drugs") is prohibited by **all employees** at all times, regardless of whether an employee performs safety-sensitive duties. Prohibited Drugs include but are not limited to marijuana, cocaine, phencyclidine (PCP), opioids, and amphetamines.

All employees are prohibited from performing or continuing to perform any job duties while having an alcohol concentration of 0.02 or greater.

All employees are prohibited from consuming alcohol while performing any job duties. All safety-sensitive employees are prohibited from consuming alcohol while on-call to perform safety-sensitive job functions. If an *on-call safety-sensitive employee* has consumed alcohol, they must disclose such consumption to their supervisor prior to reporting for duty.

If the on-call safety-sensitive employee reports alcohol use but claims the ability to perform his or her safety-sensitive function, he or she must take an alcohol test with a result of less than 0.02 prior to performance.

All safety-sensitive employees are prohibited from consuming alcohol within **eight (8) hours** prior to the performance of safety-sensitive job functions.

All safety-sensitive employees required to take a post-accident test are prohibited from consuming alcohol for eight (8) hours following involvement in an accident or until he or she submits to the post-accident drug and alcohol test, whichever occurs first.

Legally Prescribed and Non-Prescription Drugs

Legally prescribed or non-prescription drugs or medications are normally not prohibited substances under this policy. A legally prescribed drug or medication is one for which the employee has a prescription or other written authorization from a licensed health care provider permitted by law, consistent with the Uniform Controlled Substances Act, to prescribe or

dispense drugs or medications. “Medical Authorization” shall mean an authorization from a prescribing physician who is familiar with the employee’s medical history; stating that the substance will not adversely affect the employee’s ability to safely operate a motor vehicle; authorizing the employee to use the substance while on duty; and including the employee’s name, the name of the substance, the amount to be taken, and the period of authorization.

It is important to note that the use of marijuana in any circumstances remains completely prohibited for all employees. The use of marijuana in any circumstance (including regardless of state recreational and/or medical marijuana laws) is a violation of this policy and, for safety-sensitive employees, constitutes a violation of DOT regulation 49 CFR Part 40, as amended.

If an employee is under the influence of or is using any prescription medication, prior to performing any employment-related duties, the employee must present an applicable Medical Authorization to the Drug and Alcohol Program Manager or, in their absence, the employee’s direct supervisor. If an employee may be under the influence of or is using any over-the-counter drug or medication which may impair mental functioning, motor skills or judgment, before performing work-related duties the employee must present a Medical Authorization from the prescribing physician to use said drugs while on duty and must present the Medical Authorization to the Drug and Alcohol Program Manager or, in their absence, their employee’s direct supervisor.

If an employee fails to follow the above procedure or misuses or abuses any drug or medication, the drug or medication may be considered a Prohibited Drug for purposes of disciplinary action under this policy.

Consequences for Violations

A “verified positive” test shall mean a (1) verified positive test for drug use, (2) confirmed positive test for alcohol (BAC at or above 0.02), or (3) test refusal as defined in this policy. Following a verified positive test result, *the employee will be immediately removed from safety-sensitive duty and provided with contact information for Substance Abuse Professionals (SAPs).*

Circumstances for Testing

As further set forth below, employees may be tested for drugs and alcohol in the following circumstances: pre-employment, post-accident, reasonable suspicion, and random. Testing shall be conducted in a manner to protect the rights of the employee, assure the integrity of the drug testing process, safeguard the validity of the test results, and ensure that test results are attributed to the correct employee. All testing will be conducted consistent with federal requirements at 49 CFR Parts 40, and 655.

Pre-Employment Testing

Pre-employment DOT drug *and alcohol* tests are conducted after making a contingent offer of employment or transfer to a safety-sensitive position. All pre-employment drug and alcohol tests will be conducted using the procedures set forth in 49 CFR Part 40.

An alcohol test result of less than 0.02 is required before an employee can first perform safety-sensitive functions. If a pre-employment alcohol test is cancelled, the individual will be required to undergo another test with a result of less than 0.02 before performing safety-sensitive functions.

A negative pre-employment drug test result is required before an employee can first perform safety-sensitive functions. If a pre-employment test is cancelled, the individual will be required to undergo another test and successfully pass with a verified negative result before performing safety-sensitive functions.

If a safety-sensitive employee has not performed a safety-sensitive function for ninety (90) or more consecutive calendar days, and has not been in the random testing pool during that time, the employee must take and pass a pre-employment test before he or she can return to a safety-sensitive function.

In addition to complying with the pre-employment testing requirements set forth herein, a safety-sensitive employee or applicant who has previously failed or refused a drug and/or alcohol test must provide proof of having successfully completed a referral, evaluation, and treatment plan meeting DOT requirements.

Reasonable Suspicion Testing

All employees shall be subject to a drug and/or alcohol test when Core Transit has reasonable suspicion to believe that the employee has used a prohibited drug and/or is intoxicated, impaired by, or under the influence of alcohol while on duty. A reasonable suspicion referral for testing will be made by a trained supervisor or other trained company official on the basis of specific, contemporaneous, articulable observations concerning the appearance, behavior, speech, or body odors of the covered employee.

A reasonable suspicion referral for testing will be made by a supervisor or other Core Transit official trained in the detection of drug use or alcohol misuse, and will be based on specific, contemporaneous, articulable observations concerning appearance, behavior, speech, or body odors of the employee that are consistent with possible drug use and/or alcohol misuse. Core Transit will endeavor to administer alcohol tests within two (2) hours following a determination of reasonable suspicion. Core Transit shall not administer a reasonable suspicion alcohol test more than eight (8) hours following a reasonable suspicion determination.

A supervisor or Core Transit-designated representative will escort an employee undergoing reasonable suspicion testing to the collection site, and the employee will be immediately removed from job duties pending an investigation and testing results .

Post-Accident Testing

Safety-sensitive employees shall be subject to post-accident drug and alcohol testing under the following circumstances:

Fatal Accidents

As soon as practicable following an accident involving the loss of a human life, drug and alcohol tests will be conducted on each surviving safety-sensitive employee operating the public transportation vehicle at the time of the accident. In addition, any other safety-sensitive employee whose performance could have contributed to the accident, as determined by Core Transit using the best information available at the time of the decision, will be tested.

Non-fatal Accidents

As soon as practicable following an accident not involving the loss of a human life, drug and alcohol tests will be conducted on each safety-sensitive employee operating the public transportation vehicle at the time of the accident if at least one of the following conditions is met:

- (1) The accident results in injuries requiring immediate medical treatment away from the scene, unless the safety-sensitive employee can be completely discounted as a contributing factor to the accident; or
- (2) One or more vehicles incurs disabling damage and must be towed away from the scene unless the safety-sensitive employee can be completely discounted as a contributing factor to the accident.

In addition, any other safety-sensitive employee whose performance could have contributed to the accident, as determined by Core Transit using the best information available at the time of the decision, will be tested.

Following an accident, Core Transit will endeavor to conduct alcohol tests within two (2) hours and drug tests as soon as practicable. Core Transit shall not administer post-accident alcohol testing more than eight (8) hours following the accident and shall not administer post-accident drug testing more than thirty-two (32) hours following the accident.

A safety-sensitive employee subject to post-accident testing must remain readily available for such testing, including notifying the employer of the employee's location if the employee leaves the scene of the accident. Failure to remain readily available may be considered a refusal to test. Nothing in this section shall be construed to require the delay of necessary medical attention for the injured following an accident or to prohibit an employee from leaving the scene

of an accident for the period necessary to obtain assistance in responding to the accident or to obtain necessary emergency medical care.

Random Testing

Safety-sensitive employees are subject to random drug and alcohol testing. Random drug and alcohol tests are unannounced and unpredictable, and the dates for administering random tests are spread reasonably throughout the calendar year. Random testing will be conducted at all times of the day when safety-sensitive functions are performed.

Testing rates will meet or exceed the minimum annual percentage rate set each year by the FTA administrator. The current year testing rates can be viewed online at www.transportation.gov/odapc/random-testing-rates.

The selection of employees for random drug and alcohol testing will be made by a scientifically valid method, such as a random number table or a computer-based random number generator. Under the selection process used, each safety-sensitive employee will have an equal chance of being tested each time selections are made.

A safety-sensitive employee will only be randomly tested for alcohol misuse while the employee is performing safety-sensitive functions, just before the employee is to perform safety-sensitive functions, or just after the employee has ceased performing such functions. A safety-sensitive employee may be randomly tested for prohibited drug use anytime while on duty.

Each safety-sensitive employee who is notified of selection for random drug or random alcohol testing must immediately proceed to the designated testing site.

If an employee is on leave and they are selected for a random test, Core Transit will wait until the employee returns to work to test the employee as long as the testing occurs during the current selection period.

Testing Procedures

Testing shall be conducted in a manner to protect the rights of the employee, assure the integrity of the drug testing process, safeguard the validity of the test results, and ensure that test results are attributed to the correct employee. All drug and alcohol testing will be conducted in accordance with 49 CFR Parts 40 and 655, as amended.

Approved Testing Facilities

PROCOM | MCC DRUG & ALCOHOL SCREENING

P: 970 945 7772 F: 719 296 0325 After Hours: 970.948.5298
2001 Blake Ave #2d, Glenwood Springs, CO 81601

Doctors on Call

142 Beaver Creek Place
Avon, CO 81620(970) 949-5434

Vail Emergency Department

Phone: (970) 479-7225
180 South Frontage Road West | Vail, CO 81657
Open 24 hours a day - 7 days a week

Testing Process

Core Transit will use a designate a medical review officer (“MRO”) to receive drug test results and evaluate, interpret and verify the results in accordance with 49 CFR Parts 40 and 655. The MRO will ensure the validity and accuracy of test results.

In the event of an initial positive laboratory test result, the MRO will attempt to directly contact the employee for a discussion of initial positive test results. If the MRO is unable to contact the employee after making all reasonable efforts and documenting them, the MRO shall contact the Designated Employer Representative (“DER”) who shall direct the employee to contact the MRO immediately and inform the employee of the consequences of failing to contact the MRO within the next seventy-two (72) hours. It is the employee's responsibility to call the MRO back after the MRO or DER has notified him/her of the need to do so.

Drug Testing Procedures

Drugs to be tested for include marijuana, cocaine, opioids, amphetamines, and phencyclidine (PCP). An initial drug screen will be conducted on each specimen at a laboratory certified by the U.S. Department of Health and Human Services (DHHS). For specimens that are not negative, a second, confirmation, test will be performed. The second test will be considered a "verified positive" test under this policy if the amounts present in the confirming test are at or

above the minimum thresholds established by federal regulations at 49 CFR Part 40 and the MRO determines that the positive results were caused by the use of Prohibited Drugs.

Split Specimen Test

In the event of a verified positive test result, or a verified adulterated or substituted result, the employee can request that the split specimen be tested at a second laboratory. Core Transit guarantees that the split specimen test will be conducted in a timely fashion.

Any employee disputing the results of a required drug test under this policy may, within seventy-two (72) hours of notice of the initial test results, request that an additional test be conducted. The additional test shall be conducted at a different DHHS-certified testing laboratory on a split sample provided at the same time as the original sample. Core Transit will ensure that the cost for the split specimen is covered in order for a timely analysis of the sample, however, Core Transit will seek reimbursement for all costs for such testing from the employee unless the second test invalidates the first test. The methods of collecting, storing and testing the split sample will be consistent with 49 CFR Part 40.

Observed Collections:

Consistent with 49 CFR part 40, as amended, collection under direct observation with no advance notice will occur if:

1. The laboratory reports to the MRO that a specimen is invalid, and the MRO reports to Core Transit's Designated Employee Representatives that there was not an adequate medical explanation for the result; or
2. The MRO reports to Core Transit's Designated Employee Representatives that the original positive, adulterated, or substituted test result had to be cancelled because the test of the split specimen could not be performed.
3. The collector observes materials brought to the collection site or the employee's conduct clearly indicates an attempt to tamper with the specimen. The temperature on the original specimen was out of range.
4. The original specimen appeared to have been tampered with.
5. The specimen was super-diluted (as defined in 49 CFR Part 40.197(b)(1))

Alcohol Testing Procedures

Alcohol tests will be performed in accordance with 49 CFR Part 40, as amended, by a trained technician. If the initial test indicates an alcohol concentration of 0.02 or greater, a second, confirmation, test will be performed. The confirmation test must be conducted no sooner than fifteen (15) minutes and no later than thirty (30) minutes after the screening test and can only be administered with an Evidential Breath Testing Device (EBT) by a certified Breath Alcohol

Technician. If the confirmation test indicates an alcohol concentration of 0.04 or greater, the confirming test will be considered a "verified positive" test under this policy.

Dilute Urine Specimen

In the event of a negative dilute test result, Core Transit will follow MRO recommendations, including requiring a recollection if so directed.

Dilute negative results with a creatinine level greater than or equal to 2 mg/dL but less than or equal to 5 mg/dL require an immediate recollection under direct observation (see 49 CFR Part 40, section 40.67).

Test Refusals

An employee is considered to have refused compliance with the Core Transit Drug and Alcohol policy in the event of any of the following:

- (1) Failure to appear for any test (except a pre-employment test) within a reasonable time, as determined by Core Transit.
- (2) Failure to remain at the testing site until the testing process is complete. Except that an employee who leaves the testing site before the testing process commences for a pre-employment test has not refused to test.
- (3) Failure to provide a specimen for a drug or alcohol test. Except that an employee who does not provide a specimen because he or she has left the testing site before the testing process commenced for a pre-employment test has not refused to test.
- (4) In the case of a directly-observed or monitored urine drug collection, failure to permit monitoring or observation of the employee's provision of a specimen.
- (5) Failure to provide a sufficient specimen for a drug or alcohol test without a valid medical explanation.
- (6) Failure or declining to take a second drug test as directed by the collector or Core Transit.
- (7) Failure to undergo a medical evaluation as required by the MRO or Core Transit's DER.
- (8) Failure to cooperate with any part of the testing process.
- (9) Failure to follow an observer's instructions to raise and lower clothing and turn around during a observed urine specimen test.
- (10) Possession or wearing a prosthetic or other device that could be used to interfere with the collection process.
- (11) Admission to the adulteration or substitution of a specimen to the collector or MRO.
- (12) Refusal to sign the certification at Step 2 of the Alcohol Testing Form .
- (13) Failure to remain readily available following an accident.
- (14) An MRO's report that an employee has a verified adulterated or substituted test result.

Employees who refuse to take a drug and/or alcohol test, incur the same consequences as testing positive and will be immediately removed from performing safety-sensitive functions, and provided with contact information for SAPs, and may be subject to discipline up to and including termination.

Voluntary Self-Referral

Employees are encouraged to voluntarily seek professional substance abuse assistance before any substance use or dependence affects job performance.

Any employee who has a drug and/or alcohol abuse problem and has not been notified of the requirement to submit to reasonable suspicion, random or post-accident testing and has not refused a drug or alcohol test may voluntarily refer her or himself to the Safety & Training Supervisor or People & Culture Department, who will refer the individual to a substance abuse counselor for evaluation and treatment. Such employee will not be subject to discipline for self-referral or participation in a treatment program.

The substance abuse counselor will evaluate the employee and make a specific recommendation regarding the appropriate treatment. Employees participating in or completing treatment or rehabilitation programs will continue to be required to comply with Core Transit performance standards, policies, rules, and applicable laws and regulations, and will be subject to discipline if these are violated.

Any safety-sensitive employee who admits to a drug and/or alcohol problem will immediately be removed from his/her safety-sensitive function and will not be allowed to perform such function until successful completion of a prescribed rehabilitation program.

Core Transit offers an Employee Assistance Program (EAP) which is confidential, voluntary, and independent of Core Transit. EAP counselors can provide drug or alcohol treatment and/or rehabilitation programs. Employees can call the EAP office directly and confidentially at Mountain Strong or CEBT insurance to obtain additional information and to make an appointment. Alternatively, Core Transit encourages appropriate treatment or rehabilitation programs with qualified professionals of the employee's choice.

Contact Person

For questions about Core Transit's Drug and Alcohol program, contact the Safety & Training Supervisor, the Operations Manager, or the Director of Transportation.

Improper Use of Policy

Supervisors, managers and employees are required to use and apply all aspects of this policy in an unbiased and impartial manner. Any employee who knowingly disregards the requirements of this policy, or who deliberately misuses or misapplies this policy against any other employee, will be subject to discipline up to and including termination

Attachment A: Safety-sensitive Positions

Bus Operator

Road Supervisor

Dispatcher

Operations Manager

Operations Supervisor

Safety and Training Supervisor

Lead Trainer

Trainer

Demand Response and Paratransit Coordinator

Paratransit Driver

Special Service Driver

Fleet Care Technician

VTC Lot Supervisor



To: The Core Transit Board

From: Tanya Allen, Core Transit Executive Director

Meeting Date: 08/01/2024

SUBJECT: Adoption of FTA Required Title VI Documents

RECOMMENDED ACTIONS: Motion to approve Resolution 2024-12 , A Resolution Authorizing and Adopting Eagle Valley Transportation Authority d/b/a "Core Transit" Title VI Plan

BACKGROUND:

Title VI of the Civil Rights Act of 1964 is a federal law that prohibits discrimination on the basis of race, color, or national origin in programs and activities receiving federal financial assistance. For transit agencies, this means they must ensure their services are provided in a nondiscriminatory manner.

The Federal Transit Administration requires a board adopted Title VI Policy as a condition of receiving any Federal assistance for transit operations or capital. The Plan must include required notices, complaint procedures, and tracking procedures, as well as information regarding service standards and support for non-English speaking populations.

The attached plan is submitted for Board approval. It mirrors the approved ECO Transit plan, with updated contact details and forms.

FINANCIAL CONSIDERATIONS: Adoption of Title VI policies is a requirement for State and Federal transit grant eligibility.

ATTACHMENTS:



1. Resolution 2024-12, A Resolution Authorizing and Adopting Eagle Valley Transportation Authority d/b/a "Core Transit" Title VI Plan
2. Core Transit Title VI Plan

EAGLE VALLEY TRANSPORTATION AUTHORITY

RESOLUTION NO. 2024-12

A RESOLUTION AUTHORIZING AND ADOPTING EAGLE VALLEY TRANSPORTATION AUTHORITY D/B/A “CORE TRANSIT” TITLE VI PLAN

Eagle Valley Transportation Authority (“Authority”) was created by that certain Eagle Valley Transportation Authority Intergovernmental Agreement by and among Beaver Creek Metropolitan District; Town of Avon, Colorado; Eagle County, Colorado; Town of Eagle, Colorado; Town of Minturn, Colorado; Town of Red Cliff, Colorado; and Town of Vail, Colorado, dated as of September 1, 2022 (the “Authority IGA”), providing for the establishment of the Authority as a Colorado regional transportation authority pursuant to the Regional Transportation Law, Title 43, Article 4, Part 6, Colorado Revised Statutes, as amended; and

WHEREAS, the Town of Gypsum, Colorado is not a Member of the Authority, as defined in the Authority IGA, due to the absence of voter authorization for participation in the Authority at the November 8, 2022 election; and

WHEREAS, pursuant to Section 43-4-604(3)(c), C.R.S., the Board of Directors of the Authority (“Board”) has the power to make and pass orders and resolutions necessary for the government and management of the affairs of the Authority and the execution of the powers vested in the Authority; and

WHEREAS, Section 601 of Title VI of the Civil Rights Act of 1964 states, “no person in the United States shall, on the ground of race, color, national origin, sex, age, or disability, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance;” and

WHEREAS, the Authority is a recipient of Federal financial assistance from the Colorado Department of Transportation (CDOT), and is subject to Title VI of the Civil Rights Act of 1964, (42 U.S.C. 2000d); and

WHEREAS, the Authority has or will provide all annual certifications and assurances to the Colorado Department of Transportation, required for the Title VI Program; and

WHEREAS, the Authority assures that no person or group of persons on the basis of race, color, national origin, sex, age, or disability, including Limited English Proficient (LEP) persons are subjected to discrimination in the level and quality of transportation services, programs and activities provided, whether federally funded or not; and

WHEREAS, the Authority is responsible for managing its grant programs in accordance with Federal requirements, and CDOT is responsible for ensuring that recipients follow Federal statutory and administrative requirements. The CDOT Civil Rights Officer requires organizations, as a condition of eligibility for Federal financial assistance from the FTA, to submit, every three years, their Title V Compliance Program and Limited English Proficiency Plan (LEPP) to the Civil Rights Department of the Colorado Department of Transportation for approval; and

WHEREAS, Title VI is a Federal law that applies to recipients and sub-recipients of Federal financial assistance. FTA recipients must ensure that their programs, policies, and activities comply with the Colorado Department of Transportation's (CDOT) Title VI regulations. Under Title VI, CDOT has the responsibility to provide oversight of recipients and to enforce their compliance with Title VI, to ensure that recipients do not use Federal funds to subsidize discrimination based on race, color, national origin, sex, age, or disability.

NOW THEREFORE, BE IT RESOLVED by the Board of Directors of the Eagle Valley Transportation Authority as follows:

1. Incorporation of Recitals and Single Source. The recitals set forth above are incorporated and resolved as if set forth in this section in full.
2. Adoption of Policy. The Board hereby adopts the Title VI Policy substantially in the form enclosed herewith (the "Title VI Plan").
3. Authorization to Submit to the FTA. The Board authorizes the Title VI Compliance Officer to submit the Title VI Plan to the Federal Transit Administration.
4. Updates and Amendments to the Title VI Plan. The Board resolves that the foregoing resolution shall remain in full force and effect, through probable requested updates and/or amendments by the Colorado Department of Transportation Civil Rights.
5. Severability. If any part, section, subsection, sentence, clause or phrase of this Resolution is for any reason held to be invalid, such invalidity shall not affect the validity of the remaining provisions.
6. Effective Date. This Resolution shall take effect and be enforced immediately upon its approval by the Authority's Board of Directors.

ADOPTED this 1st day of August, 2024.

EAGLE VALLEY TRANSPORTATION
AUTHORITY

Amy Phillips, Board Chair

ATTEST:

Tanya Allen, Secretary

Eagle Valley Transportation Authority
d/b/a “Core Transit”
Title VI Plan



Adopted August 1, 2024

Table of Contents

BACKGROUND	4
PROVISION OF TITLE VI ASSURANCES	4
TITLE VI COMPLAINTS, INVESTIGATIONS AND LAWSUITS	5
GENERAL GUIDELINES/REQUIREMENTS.....	5
Annual Certification and Assurance	5
Complaint Procedures.....	5
Record Title VI Activities	6
Promoting Inclusive Public Participation	6
Minority Representation on Advisory Boards.....	6
Language Assistance Plan	6
Public Notification	7
Additional Information	7
Timely Submission.....	7
Facility Location and Equity Analysis	8
Environmental Analysis of Construction Projects.....	8
FIXED ROUTE SYSTEMWIDE SERVICE STANDARDS	8
TRANSIT AMENITIES	9
SYSTEM USE POLICIES.....	9
Appendix A	10
Board Adoption Resolution.....	10
Appendix B	11
FTA Title VI Notices (English and Spanish)	11
Appendix C	13
FTA Title VI Complaint Procedures (English).....	13
Appendix D.....	16
FTA Title VI Complaint Form (English)	16
Appendix E	19
FTA Title VI Complaint Procedures (Spanish).....	19
Appendix F.....	22
FTA Title VI Complaint Form (Spanish).....	22

Appendix G	25
FTA Title VI Investigations/Complaints Chart.....	25
Appendix H.....	26
Limited English Proficiency Plan	26
Appendix I	32
Public Participation Plan	32
Appendix J	34
Transit Service Standards and Policies	34
Vehicle Assignment and Priority.....	36
Appendix K.....	37
Transit Amenities Plan.....	37
Appendix L.....	40
Policies and Procedures for the Use of the Core Transit System	40

BACKGROUND

The Eagle Valley Transportation Authority, d/b/a Core Transit (“Core Transit”) is a Regional Transportation Authority formed pursuant to Title 43, Article 4, Part 6 of the Colorado Revised Statutes as amended. Core Transit's goals include improving transit service, increasing ridership and efficiency across the valley's existing transit agencies, providing affordable or free transit to the valley's visitors and employee base, strengthening the connection between the valley's different communities and advancing climate action goals by reducing car trips and increasing the use of low or zero emission public transportation. Member jurisdictions include the Towns of Avon, Eagle, Minturn, Red Cliff and Vail; Eagle County; and Beaver Creek Metropolitan District. Core Transit is funded by a dedicated 0.5% sales tax. Core Transit also receives via intergovernmental transfer the portion of the existing 0.5% ECO Transit sales tax collected by Eagle County that was previously used to operate ECO Transit. Core Transit assumed responsibility for continuing to operate that system at the conclusion of an organizational transition in on August 4, 2024.

Core Transit serves Eagle and Lake Counties, including the I-70 and U.S. Highway 6 corridors from Dotsero in the west to Vail in the east, a distance of approximately 43 miles. In addition, regional service is provided along U.S. Highway 24 from Leadville to Vail, approximately 56 miles. Complementary paratransit is provided within 3/4 miles of regular Core Transit service. Core Transit-service is currently fare-free in Core Transit member communities and fare-based outside of Core Transit borders.

PROVISION OF TITLE VI ASSURANCES

Core Transit hereby certifies that, as a condition of receiving Federal financial assistance under the Urban Mass Transportation Act of 1964, as amended, it will ensure that:

- a) Core Transit shall submit on an annual basis, their Title VI Assurance, as part of their annual Certification and Assurance submission to CDOT.
- b) Core Transit will compile, maintain, and submit in a timely manner, Title VI information required by FTA Circular 4702.1B, updated as of October 1, 2012, and in compliance with the Department of Transportation’s Title VI Regulation, 489CFR, Part 21
- c) No person, on the basis of race, color, or national origin, will be subjected to discrimination in the level and quality of transportation services and transit-related benefits.
- d) The benefits of Core Transit’s transit services are shared equitably throughout the service area.

- e) The level and quality of transit services are sufficient to provide equal access to all riders in its service area.

Core Transit will make it known to the public that those persons or persons alleging discrimination on the basis of race, color, or national origin as it relates to the provision of transportation services and transit-related benefits may file a complaint with the Federal Transit Administration and/or the U.S. Department of Transportation.

TITLE VI COMPLAINTS, INVESTIGATIONS AND LAWSUITS

- a) There are no outstanding lawsuits or complaints naming Core Transit which allege discrimination on the basis of race, color or national origin with respect to service or other transit benefits.
- b) There are no pending applications for Federal financial assistance, and there is no Federal financial assistance currently being provided to Core Transit other than that being supplied by the Federal Transit Administration (FTA).
- c) During the course of the last three (3) years, there have not been any civil rights compliance review activities conducted with respect to Core Transit and, to the best of our knowledge, there are not presently any ongoing civil rights compliance review activities being conducted with respect to Core Transit.

There are currently no pending construction projects which would negatively impact minority communities being performed by Core Transit.

GENERAL GUIDELINES/REQUIREMENTS

Annual Certification and Assurance

As stated in Section I, Core Transit shall submit annually, their Title VI assurance, as part of their annual Certification and Assurance submission to the FTA.

Complaint Procedures

In compliance with 49 CFR Section 21.9(b), Core Transit has developed procedures for investigating and tracking Title VI complaints filed against them. Such procedures shall be made available to the public upon request. Core Transit complaint procedures and complaint form are contained herein as [Appendix C, D \(English\)](#) and [Appendix E, F \(Spanish\)](#).

Record Title VI Activities

In compliance with 49 CFR Section 21.9(b), Core Transit shall prepare and maintain a list of any active investigations conducted by entities other than the FTA, lawsuits, or complaints naming Core Transit, that allege discrimination on the basis of race, color, or nation origin. Such list shall include:

1. Date the investigation, lawsuit, or complaint was filed.
2. Summary of the allegation(s).
3. The status of the investigation, lawsuit, or complaint; and
4. Actions taken by Core Transit in response to the investigation, lawsuit or complaint.

Promoting Inclusive Public Participation

Core Transit shall take meaningful steps to involve minority and LEP populations in public participation activities. Core Transit's Public Participation Plan is contained herein as [Appendix I](#).

Minority Representation on Advisory Boards

Core Transit is governed by a Board of Directors consisting of seven elected official Directors, one appointed by each of the seven member jurisdictions, and seven alternate Directors, also elected officials. By statute, the members of Core Transit's Board of Directors must be elected officials from the member jurisdictions. Core Transit's Board of Directors, including alternates, consists of 10 male and 4 female members. Core Transit staff do not play any role in choosing the board members.

Core Transit encourages minority and LEP population participation in planning for its various projects by employing bilingual staff and publishing advertisements, public notices, web-site information, social media and announcements in English and Spanish.

Language Assistance Plan

Core Transit shall take steps to ensure meaningful access to the benefits, services, information, and other important portions of their programs and activities for individuals who are Limited English Proficient (LEP). Core Transit will assist persons with limited English proficiency to participate in the transportation planning process. Core Transit staff will make every effort to provide translators and document translation, where feasible, upon request.

Core Transit's Limited English Proficiency (LEP) Plan is contained herein as [Appendix H](#).

Public Notification

In compliance with 49 CFT Section 21.9(d), Core Transit shall provide information to the public regarding their Title VI obligations and apprise members of the public of the protections against discrimination afforded to them by the Title VI. Core Transit complaint procedures and public notification information are contained herein as [Appendix C and D](#) (English) and [Appendix E and F](#) (Spanish).

Additional Information

Core Transit acknowledges that, at the discretion of the FTA, information other than that which is required by FTA C 4702.1B, may be requested in writing of the Core Transit, to investigate complaints of discrimination or to resolve concerns about possible noncompliance with Title VI.

Timely Submission

Core Transit acknowledges that their Title VI submissions and/or updates thereto, shall be supplied to their CDOT Civil Rights & Business Resource Center once every three (3) years. The submission shall include, but is not limited to:

1. A summary of public outreach and involvement activities undertaken since the last submission and a description of steps taken to ensure that minority and low-income people had meaningful access to these activities.
2. Core Transit's process for persons with limited English proficiency (LEP).
3. Title VI Complaint and Tracking procedures.
4. A list of any Title VI investigations, complaints or lawsuits filed since the last submission; and
5. A copy of Core Transit's public notice regarding Title VI compliance and public access and instructions to Core Transit Title VI complaint procedures.
6. Portions of the Plan which have not changed since the last submission will not be resubmitted, however, Core Transit shall include a statement to this effect in lieu of copies of the original documents in order to eliminate redundancy in resubmissions.

Facility Location and Equity Analysis

Core Transit has not constructed any new transportation facilities in the last 3 years.

Environmental Analysis of Construction Projects

Should new facilities be constructed in the future, Core Transit shall integrate an environmental justice analysis into their National Environmental Policy Act (NEPA) documentation of transit related construction projects of which require NEPA. If a Categorical Exclusion (CE) is performed, Core Transit shall complete the FTA's standard CE checklist which includes a section on community disruption and environmental justice. While preparing an Environmental Assessment (EA) or Environmental Impact Statement (EIS), Core Transit shall integrate into their documents, the following:

1. A description of the low-income and minority population within the study area affected by the project, and a discussion of the method used to identify this population.
2. A discussion of all adverse effects that would affect the identified minority and low-income population.
3. A discussion of all positive effects that would affect the identified minority and low-income population.
4. A description of all mitigation and environmental enhancement actions incorporated into the project to address the adverse effects, including, but not limited to, any special features of the relocation program that go beyond the requirements of the Uniform Relocation Act and address adverse community effects such as separation or cohesion issues, and the replacement of the community resources destroyed by the project, if applicable.
5. A discussion of the remaining effects, if any, and why further mitigation is not proposed; and
6. For projects that traverse predominantly minority and low-income and predominantly non-minority and non-low-income areas, a comparison will be completed of mitigation and environmental enhancement actions between the two stated areas. If there is no basis for such a comparison, Core Transit shall describe why this is so.

FIXED ROUTE SYSTEMWIDE SERVICE STANDARDS

Information regarding vehicle loads, headways, on-time performance, service availability, and vehicle assignment is included in [Appendix J](#).

TRANSIT AMENITIES

Information regarding transit amenities is included in [Appendix K](#).

SYSTEM USE POLICIES

Policies and procedures regarding use of the Core Transit system are included in [Appendix L](#).

Appendix A

Board Adoption Resolution

Appendix B

FTA Title VI Notices (English and Spanish)

Public Notice of Rights

The following statement shall be posted in conspicuous and accessible locations at the Core Transit office, the Vail Transportation Center, on the Core Transit website (www.coretransit.org), permanently displayed on public transit vehicles; and other appropriate materials made available to the public:

Avisos del Título VI de la FTA (Inglés y Español)

Notificación Pública de Derechos

La siguiente declaración se publicará en lugares visibles y accesibles en la oficina de Core Transit, Vail Transportation Center, en el sitio web de Core Transit (www.coretransit.org), y se mostrará de manera permanente en los vehículos de transporte público; además de otros materiales apropiados disponibles para el público:

Non-Discrimination - Your Rights Under Title VI of the Civil Rights Act of 1964

The United States Department of Transportation (DOT) ensures full compliance with Title VI of the Civil Rights Act of 1964 by prohibiting discrimination against any person on the basis of race, color or national origin in the provisions of benefits and services resulting from federally assisted programs and activities. Any person, who believes Core Transit has violated his /her Title VI protections, should contact the Core Transit Transportation Director at 970-343-6430 or email titlevi@coretranist.org. Core Transit has also developed a policy to assist individuals who are Limited English Proficient (LEP). Translation services, in order to assist LEP individuals, shall be made available to Core Transit's customers upon request. Core Transit's Title VI policy, complaint procedures and LEP Plan shall be made available upon request by contacting the Eagle Valley Transportation Authority Bus at the above-noted information. For Federal Title VI information, please contact the Federal Transit Administration (FTA), Region 8 at 720-963-3300. Federal Title VI information, including filing complaints, can also be accessed on the FTA web site at: www.fta.dot.gov.

No Discriminación - Sus Derechos Bajo el Título VI de la Ley de Derechos Civiles de 1964

El Departamento de Transporte de los Estados Unidos “United States Department of Transportation” (DOT) asegura el pleno cumplimiento del Título VI de la Ley de Derechos Civiles de 1964, prohibiendo la discriminación contra cualquier persona por motivos de raza, color u origen nacional en la provisión de beneficios y servicios derivados de programas y actividades asistidos a nivel federal. Cualquier persona que crea que Core Transit ha violado sus protecciones bajo el Título VI, debe contactar a Core Transit al 970-343-6430 o enviar un correo electrónico a titlevi@coretransit.org. Core Transit también ha desarrollado una política para ayudar a individuos que son Limitados en Inglés (LEP). Se brindarán servicios de traducción, para asistir a las personas LEP, a los clientes de Core Transit a solicitud. La política del Título VI de Core Transit, los procedimientos de queja y el Plan LEP estarán disponibles a solicitud contactando a la “Eagle Valley Transportation Authority Bus” usando la información mencionada arriba. Para información federal del Título VI, póngase en contacto con la Administración Federal de Transporte “Federal Transit Administration” (FTA), Región 8 al 720-963-3300. La información federal del Título VI, incluyendo la presentación de quejas, también se puede acceder en el sitio web de la FTA en: www.fta.dot.gov.

Appendix C

FTA Title VI Complaint Procedures (English)

Any person who believes she or he has been discriminated against on the basis of race, color, or national origin by Core Transit (hereinafter referred to as “the Authority”) may file a Title VI complaint using the following procedures:

1. A formal complaint must be filed within 180 calendar days of the alleged occurrence. Complaints shall be in writing and signed by the individual or his/her representative, and will include the complainant’s name, address and telephone number; name of alleged discriminating official, basis of complaint (race, color, or national origin) and the date of alleged act(s). A statement detailing the facts and circumstances of the alleged discrimination must accompany all complaints.

Core Transit strongly encourages the use of the **Core Transit Title VI Complaint Form** when filing official complaints. Please complete the form and submit it to:

Title VI Coordinator
Eagle Valley Transportation Authority d/b/a Core Transit
P.O. Box 1070
Gypsum, CO 81637

2. If a complainant is unable or incapable of providing a written statement, a verbal complaint of discrimination may be made to the Core Transit Title VI Coordinator. Under these circumstances, the complainant will be interviewed, and the Core Transit Title VI Coordinator will assist the Complainant in converting the verbal allegations to writing.
3. When a complaint is received and logged, a copy will also be sent to the Executive Director or their designee. the Title VI Coordinator will provide written acknowledgment to the Complainant, within ten (10) calendar days by email and by registered mail.
4. If a complaint is deemed incomplete, additional information will be requested, and the Complainant will be provided 60 calendar days to submit the required information. Failure to do so may be considered good cause for a determination of no investigative merit.

5. Within 15 calendar days from receipt of a complete complaint, Core Transit will determine its jurisdiction in pursuing the matter and whether the complaint has sufficient merit to warrant investigation. Within five (5) calendar days of this decision, the Core Transit Director of Transportation or his/her authorized designee will notify the Complainant and Respondent, by email and registered mail, informing them of the disposition.
 - a. If the decision is not to investigate the complaint, the notification shall specifically state the reason for the decision.
 - b. If the complaint is to be investigated, the notification shall state the grounds of Core Transit's jurisdiction, while informing the parties that their full cooperation will be required in gathering additional information and assisting the investigator.
6. When Core Transit does not have sufficient jurisdiction, the Core Transit Director of Transportation or his/her authorized designee will refer the complaint to the appropriate State or Federal agency holding such jurisdiction.
7. If the complaint has investigative merit, the Core Transit Director of Transportation or his/her authorized designee will instruct the Title VI Coordinator to fully investigate the complaint. A complete investigation will be conducted, and an investigative report will be submitted to the Director within 60 calendar days from receipt of the complaint. The report will include a narrative description of the incident, summaries of all persons interviewed, and a finding with recommendations and conciliatory measures where appropriate. If the investigation is delayed for any reason, the Title VI Coordinator will notify the appropriate authorities, and an extension will be requested.
8. The Core Transit Director of Transportation or his/her authorized designee will issue letters of finding to the Complainant and Respondent within 90 calendar days from receipt of the complaint.
9. If the Complainant is dissatisfied with Core Transit's resolution of the complaint, he/she has the right to file a complaint with the:

Federal Transit Administration, Office of Civil Rights
Attn: Title VI Program Coordinator
East Building, Fifth Floor-TCR
1200 New Jersey Avenue, SE
Washington, DC 20590

FTA Complaint procedures can also be found on the FTA web site at:
www.fta.dot.gov. These procedures are also outlined in FTA Circular 4702.1B,
Chapter IX.

Appendix D

FTA Title VI Complaint Form (English)

Section I:				
Name:				
Address:				
Telephone (Home):			Telephone (Work):	
Electronic Mail Address:				
Accessible Format Requirements?	Large Print		Audio Tape	
	TDD		Other	
Section II:				
Are you filing this complaint on your own behalf?			Yes*	No
*If you answered "yes" to this question, go to Section III.				
If not, please supply the name and relationship of the person for whom you are complaining:				
Please explain why you have filed for a third party: _____				
Please confirm that you have obtained the permission of the aggrieved party if you are filing on behalf of a third party.			Yes	No
Section III:				
I believe the discrimination I experienced was based on (check all that apply): <input type="checkbox"/> Race <input type="checkbox"/> Color <input type="checkbox"/> National Origin				
Date of Alleged Discrimination (Month, Day, Year): _____				
Explain as clearly as possible what happened and why you believe you were discriminated against. Describe all persons who were involved. Include the name and contact information of the person(s) who discriminated against you (if known) as well as names and contact information of any witnesses. If more space is needed, please use the back of this form. _____ — _____ —				

Section IV		
Have you previously filed a Title VI complaint with this agency?	Yes	No
Section V		
Have you filed this complaint with any other Federal, State, or local agency, or with any Federal or State court?		
<input type="checkbox"/> Yes <input type="checkbox"/> No If yes, check all that apply: <input type="checkbox"/> Federal Agency: _____ <input type="checkbox"/> Federal Court _____ <input type="checkbox"/> State Agency _____ <input type="checkbox"/> State Court _____ <input type="checkbox"/> Local Agency _____		
Please provide information about a contact person at the agency/court where the complaint was filed.		
Name:		
Title:		
Agency:		
Address:		
Telephone:		
Section VI		
Name of agency complaint is against:		
Contact person:		
Title:		
Telephone number:		

You may attach any written materials or other information that you think is relevant to your complaint.

Signature and date required below

_____	_____
Signature	Date

Please submit this form in person at the address below, or mail this form to:

Title VI Coordinator
Eagle Valley Transportation Authority d/b/a Core Transit
P.O. Box 1070
Gypsum, CO 81637

Appendix E

FTA Title VI Complaint Procedures (Spanish)

Procedimientos de quejas bajo el Título VI de la FTA (Español)

Cualquier persona que crea que ha sido discriminada por motivos de raza, color u origen nacional por Core Transit (en lo sucesivo denominado “la Autoridad”) puede presentar una queja bajo el Título VI siguiendo los siguientes procedimientos:

1. Se debe presentar una queja formal dentro de los 180 días calendario posteriores a la supuesta ocurrencia. Las quejas deben ser por escrito y firmadas por la persona afectada o su representante e incluirán el nombre, dirección y número de teléfono del denunciante; nombre del funcionario presuntamente discriminador, base de la queja (raza, color u origen nacional) y la fecha de los presuntos actos. Una declaración detallando los hechos y circunstancias de la supuesta discriminación debe acompañar a todas las quejas.

Core Transit recomienda el uso del Formulario de Quejas del Título VI de Core Transit “**Core Transit Title VI Complaint Form**” al presentar quejas oficiales. Por favor, complete el formulario y envíelo a:

Title VI Coordinator

Eagle Valley Transportation Authority d/b/a Core Transit

P.O. Box 1070

Gypsum, CO 81637

2. Si un denunciante no puede o no tiene la capacidad de proporcionar una declaración escrita, se puede presentar una queja verbal de discriminación al Coordinador del Título VI de Core Transit. En estas circunstancias, se entrevistará al denunciante, y el Coordinador del Título VI de Core Transit asistirá al denunciante para convertir las alegaciones verbales en un escrito.
3. Cuando se reciba y registre una queja, también se enviará una copia al Director Ejecutivo o a su designado. El Coordinador del Título VI

proporcionará un acuse de recibo por escrito al denunciante, dentro de los diez (10) días calendario, por correo electrónico y correo registrado.

4. Si se considera que una queja está incompleta, se solicitará información adicional, y se proporcionará al denunciante 60 días calendario para presentar la información requerida. No cumplirse puede ser considerado como una causa justificada para determinar que no hay mérito para la investigación.
5. Dentro de los 15 días calendario desde la recepción de una queja completa, Core Transit determinará su jurisdicción para continuar con el asunto y si la queja tiene suficiente mérito para justificar una investigación. Dentro de cinco (5) días calendario de esta decisión, el Director de Transporte de Core Transit o su designado autorizado notificará al denunciante y al demandado, por correo electrónico y correo registrado, informándoles sobre la resolución.
 - a. Si la decisión es no investigar la queja, la notificación deberá indicar específicamente la razón de la decisión.
 - b. Si la queja será investigada, la notificación indicará los fundamentos de la jurisdicción de Core Transit, informando a las partes que se requerirá su total cooperación para recopilar información adicional y ayudar al investigador.
6. Cuando Core Transit no tenga suficiente jurisdicción, el Director de Transporte de Core Transit o su designado autorizado referirá la queja a la agencia estatal o federal apropiada que tenga tal jurisdicción.
7. Si la queja tiene mérito para investigación, el Director de Transporte de Core Transit o su designado autorizado instruirá al Coordinador del Título VI para que investigue completamente la queja. Se llevará a cabo una investigación completa, y se presentará un informe de investigación al Director dentro de los 60 días calendario desde la recepción de la queja. El informe incluirá una descripción narrativa del incidente, resúmenes de todas las personas entrevistadas y un hallazgo con recomendaciones y medidas conciliatorias cuando sea apropiado. Si la investigación se retrasa por cualquier motivo, el Coordinador del Título VI notificará a las autoridades apropiadas y se solicitará una extensión.

8. El Director de Transporte de Core Transit o su designado autorizado emitirá cartas de hallazgo al denunciante y al demandado dentro de los 90 días calendario desde la recepción de la queja.
9. Si el denunciante no está satisfecho con la resolución de la queja por parte de Core Transit, tiene el derecho de presentar una queja ante:

Federal Transit Administration, Office of Civil Rights

Attn: Title VI Program Coordinator

East Building, Fifth Floor-TCR

1200 New Jersey Avenue, SE

Washington, DC 20590

Los procedimientos de quejas de la FTA también se pueden encontrar en el sitio web de la FTA en: www.fta.dot.gov. Estos procedimientos también están descritos en el FTA Circular 4702.1B, Capítulo IX.

Appendix F

FTA Title VI Complaint Form (Spanish)

Formulario de Queja del Título VI de la FTA (Español)

Sección I:				
Nombre:				
Dirección:				
Teléfono (Casa):			Teléfono (Trabajo):	
Correo Electrónico:				
¿Requiere un formato accesible?	Letra Grande		Audio	
	TDD		Otro	
Sección II:				
¿Está presentando esta queja en su propio nombre?			Sí*	No
*Si respondió "sí" a esta pregunta, vaya a la Sección III.				
Si no, por favor proporcione el nombre y la relación de la persona para quien está presentando la queja:				
Por favor explique por qué ha presentado la queja en nombre de un tercero: _____				
Por favor confirme que ha obtenido el permiso de la parte agraviada si está presentando la queja en nombre de un tercero.			Sí	No
Section III:				
Creo que la discriminación que experimenté se basó en (marque todo lo que corresponda): [] Raza [] Color [] Origen Nacional Fecha de la Discriminación Alegada (Mes, Día, Año): _____ Explique lo más claramente posible lo que sucedió y por qué cree que fue discriminado. Describa a todas las personas que estuvieron involucradas. Incluya el nombre y la información de contacto de la(s) persona(s) que lo discriminaron (si se conocen), así como los nombres e información de				

contacto de cualquier testigo. Si necesita más espacio, por favor use la parte posterior de este formulario.

Section IV

¿Ha presentado previamente una queja del Título VI con esta agencia?

Sí

No

Section V

¿Ha presentado esta queja ante alguna otra agencia Federal, Estatal o local, o en algún tribunal Federal o Estatal?

☐ Sí

☐ No

Si la respuesta es sí, marque todas las que correspondan:

☐ Agencia Federal: _____

☐ Tribunal Federal _____

☐ Agencia Estatal _____

☐ Tribunal Estatal _____

☐ Agencia Local _____

Por favor proporcione información sobre una persona de contacto en la agencia/tribunal donde se presentó la queja.

Nombre:

Título:

Agencia:

Dirección:

Teléfono:

Sección VI

Nombre de la agencia contra la cual se presenta la queja:

Persona de contacto:

Título:

Número de teléfono:

Puede adjuntar cualquier material escrito u otra información que considere relevante para su queja.

Se requiere la firma y la fecha a continuación

Firma

Fecha

Por favor, entregue este formulario en persona en la dirección a continuación,
o envíelo por correo a:

Title VI Coordinator

Eagle Valley Transportation Authority d/b/a Core Transit

P.O. Box 1070

Gypsum, CO 81637

Appendix G

FTA Title VI Investigations/Complaints Chart

Type	Date (day(s), month(s), year(s))	Summary (basis – race, color, or national origin)	Status	Action(s) taken
Complaints and Investigations against the subrecipient or its employees				
Lawsuits				

Appendix H

Limited English Proficiency Plan

1. INTRODUCTION

This Limited English Proficiency (LEP) Plan, for Eagle Valley Transportation Authority has been developed in response to federal requirements included under Section 601 of Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d), which provides that no person shall “on the grounds of race, color or national origin be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.”

Federal Executive Order No. 13166, issued in August 2000 by President Clinton, "Improving Access to Services for Persons with Limited English Proficiency," was created to "... improve access to federally conducted and federally assisted programs and activities for persons who, as a result of national origin, are limited in their English proficiency (LEP)..." President Bush affirmed his commitment to Executive Order 13166 through a memorandum issued on October 25, 2001, by Assistant Attorney General for Civil Rights, Ralph F. Boyd, Jr. and Acting Assistant Attorney General, Loretta King directed a strengthening of enforcement of Title VI in a memorandum dated July 10, 2009.

As a sub-recipient of funds from the Federal Transit Administration (FTA), through the Colorado Department of Transportation (CDOT), this Limited English Proficiency (LEP) Plan for Eagle Valley Transportation Authority has been developed to ensure compliance with Federal LEP regulations. It includes an assessment of the limited English proficiency needs of our area, an explanation of the steps we are currently taking to address these needs, and the steps we plan to take in the future to ensure meaningful access to our transit programs by persons with limited English proficiency.

2. LIMITED ENGLISH PROFICIENCY NEEDS OF AREA

This Limited English Proficiency (LEP) Plan, for Eagle Valley Transportation Authority has been developed in response to federal requirements included under Section 601 of Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d), which provides that no person shall “on the grounds of race, color or national origin be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.”

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The *Four-Factor Analysis* developed by the FTA requires that information be included in LEP Plans regarding the number and percentage of LEP persons in our area, and the nature, frequency, and importance of the contact we have, with LEP persons, in providing transit services. Each of these elements is addressed below.

A. Number and Percentage of LEP Persons in Our Area

Permanent Population

The U.S. Census provides information to assist in estimating the number of limited English speakers in the permanent population. For small urban areas and rural counties, the best data available is from the American Community Survey's 2022 5-Year estimates. Table 1 presents this information for Eagle and Lake Counties.

As the table below shows, there were significant numbers and percentages of the permanent population of both counties, in the year 2022, who had difficulty speaking English: 5,346, 10.9% of the population of Eagle County, and 671, 9.5% of all persons age 5 and over in Lake County. By large percentages, 90-100%, of those were Spanish speakers.

School District and Other Local Data

U.S. Census data indicates a significant need to respond to individuals in the permanent population of our service area who have difficulty with English. Those who do have difficulty are almost exclusively Spanish speakers. From 2019/2020 Eagle County School District enrollment data, 52.4% of Eagle County School District students identify as Hispanic. From winter 2017 ECO Transit survey data, 34% of riders are Hispanic. We are committed to monitoring LEP needs among the permanent population over time.

Visitors

There may be a potential need for special services for LEP individuals in our visitor population. As a year-round resort community, Eagle County attracts individuals from all over the world. We are therefore sensitive to LEP needs among visitors to our area. Based on 2017 survey data, approximately 14% of riders on the legacy ECO system (now operated by Core Transit) riders were visitors.

Table 1

	Eagle County, Colorado		Lake County, Colorado	
Label	Estimate	Percent	Estimate	Percent
LANGUAGE SPOKEN AT HOME				
Population 5 years and over	52,906	52,906	7,090	7,090
English only	38,912	73.5%	5,834	82.3%
Language other than English	13,994	26.5%	1,256	17.7%
Speak English less than "very well"	5,346	10.1%	671	9.5%
Spanish	11,481	21.7%	1,208	17.0%
Speak English less than "very well"	4,882	9.2%	671	9.5%
Other Indo-European languages	2,089	3.9%	40	0.6%
Speak English less than "very well"	361	0.7%	0	0.0%
Asian and Pacific Islander languages	294	0.6%	8	0.1%
Speak English less than "very well"	94	0.2%	0	0.0%
Other languages	130	0.2%	0	0.0%
Speak English less than "very well"	9	0.0%	0	0.0%

Source: U.S. Census American Community Survey, DP02 Selected Social Characteristics in the United States, 2022 ACS 5-Year Estimates

Summary

Given the substantial number of persons who have difficulty speaking English in the permanent population of our area, as well as the resort nature of our area, and the potential for significant numbers of our visitor population who may have Limited English Proficiency needs, we are committed to addressing the LEP needs of the persons we serve, residents and visitors.

Nature, Frequency and Importance of LEP Contact

The nature and importance of LEP contact is high for public transit services. Core Transit employees have daily contact with Spanish speaking individuals. Therefore, strategies to address this need have been developed and will continually be reviewed and improved where needed.

3. CURRENT LEP EFFORTS

Due to the fact that substantial numbers of the permanent population of our area have difficulty speaking English, and the fact that we have high numbers of visitors coming to our area, as a public transit provider we are committed to addressing the on-going need to service LEP individuals. Therefore, in recent years we have undertaken the following efforts: Rider Alerts, in-bus signage, and all rider forms and communications are both available in English and Spanish and drivers are trained in basic Spanish transit-related communications. Translators are available for Spanish communications with transit staff. An LEP plan was adopted in September of 2020 by the Core Transit's predecessor, the Eagle County Regional Transportation Authority Board and the Eagle County Board of County Commissioners. The Core Transit has adopted a bilingual pay policy that incentivizes the acquisition and use of transit-specific Spanish language skills.

4. PLANS FOR THE FUTURE LEP EFFORTS

Given the current and potential future need to respond to individuals with Limited English Proficiency our LEP Plan includes the elements identified below.

Identifying LEP Persons Who Need Language Assistance

To identify potential future LEP needs with respect to our transit service we will undertake the following:

- Review Census updates as they become available.

- Periodically review perceived LEP needs with drivers and other first-line staff.
- Make periodic contacts with school districts and other community agencies that may know of LEP persons or groups.
- Review Core Transit surveys as they occur.

Language Assistance Measures

Core Transit is committed to the following to respond to LEP needs:

- Providing all information on the Core Transit website in Spanish, including all forms.
- Developing Spanish versions of marketing materials, customer complaint forms, public notices, and related information, as appropriate.
- Designating specific customer-facing positions as bilingual required and ensuring Spanish-speaking customer service staff and supervisors are regularly available.
- Hiring bilingual Spanish-speaking operators and incentivizing the acquisition of transit-specific Spanish language skills.
- Encouraging the use of web-based tools such as Google Translate to assist with phrase translation into or from multiple languages.
- Ensuring staff are familiar with Language Line Services at <http://www.language.com>.
- Identifying other community resources such as agencies serving LEP persons which may have resources to share.

Staff Training

Similarly, as the need arises, we will consider the following staff training topics:

- Federal LEP requirements, LEP Plan and Title VI.
- Documenting language assistance requests.
- Use of any of the language assistance measures as described above.

Outreach Efforts

Similarly, as the need arises, we will consider the following staff training topics:

- Identify agencies in our area that may serve LEP populations.

- Provide targeted information on our services to them, as appropriate.
- Provide opportunities for LEP participation at public meetings, through advertising and conduct of meetings, as appropriate.

Monitoring and Updating Plan

We will monitor and update this plan every 2-3 years, as needed. This will include:

- Reviewing our LEP Plan with staff and make adjustments, as needed.
- Paying particular attention to demographic changes in Eagle and Lake Counties and to any LEP-related complaints we receive.

Disseminating Our LEP Plan

- Have copies of our plan available to give to agencies serving LEP populations in our area and or for individual requests.
- Post our plan on www.coretransit.org.
- Adoption by the Core Transit Board of Directors

Appendix I

Public Participation Plan

Core Transit has maintained the traditional approach to its outreach program such as flyers, newspaper ads, social media, radio announcements, and public notices. In addition, we have added many methods extending beyond the traditional approach as outlined below.

1. Core Transit maintains public e-mail addresses at info@coretransit.org. Bilingual staff are available to respond to all inquiries.
2. All feedback, questions, concerns, and complaints have been and will be given immediate, careful, and respectful consideration and response. Core Transit not only will respond promptly but will incorporate appropriate public comments/concerns into its transportation decisions.
3. Core Transit's Fleet of revenue vehicles are all ADA-accessible and feature informational stickers in English and Spanish on equipment use.
4. Public outreach is generally conducted in advance of any schedule, service or fare changes in English and Spanish. Bilingual (English and Spanish) public outreach materials are developed and distributed in advance of any event.
5. Core Transit maintains and staffs an information booth located at the Vail Transportation Center, our busiest hub and transfer area. The booth is operated 7 days a week from 7:00 AM to 5:00 PM. This provides an opportunity for customers to obtain information, raise concerns or lodge complaints directly to a Core Transit staff member.
6. Contact information for Spanish speaking Core Transit customers is on all printed material, schedules, post-ups, advertising and brochures, etc.
7. Core Transit's Title VI notice is posted on all of its buildings, bus stations, and fleet/transit vehicles in addition to its website according to FTA requirements of Title VI notice to the public in both languages of English and Spanish.

8. Coordination with individuals, institutions, or organizations and implementing community-based public involvement strategies to reach out to members in the affected minority and/or low-income communities.
9. Provision of opportunities for public participation through means other than written communication, such as personal interviews or use of audio or video recording devices to capture oral comments.
10. Utilization of locations, facilities and meeting times that are convenient and accessible to low-income and minority communities.
11. Utilization of different meeting sizes or formats, or varying the type and number of news media used to announce public participation opportunities; and
12. Implementation of DOT's policy guidance regarding Core Transit's responsibilities to LEP persons.

Appendix J

Transit Service Standards and Policies

Purpose

This document formalizes the Eagle Valley Transportation Authority (Core Transit) Service standards, the framework for guiding the decisions of the initiation, modification, and evaluation of transit service. Core Transit's Service Standards are intended to:

1. Assure that service is evaluated and provided in a fair, consistent, and equitable manner.
2. Assure that requests and proposals generated from the general public, elected officials, and Core Transit staff are evaluated in a fair, consistent and equitable manner.
3. Provide a baseline for service planning of bus routes, headways and other service characteristics.
4. Improve route productivity while minimizing negative impacts to passengers.

Data Collection

Core Transit has implemented a variety of automated methods to collect data, including Fixed Route Scheduling Software, Computer aided Dispatching/Automated Vehicle Location (CAD/AVL), Electronic Fare Collection, and Automatic Passenger Counting (APC).

Service Planning Process

Core Transit's service planning process starts by using its service standards to evaluate current service. Data collected on Core Transit service is compared against the service standards to determine if existing services perform at acceptable levels.

Passenger Loading

The intent of loading standards is to balance safety, passenger comfort, and operating efficiency. Core Transit's vehicle load standards define acceptable passenger loads at different times of the day to help ensure acceptable levels of passenger comfort and operating efficiency.

The maximum passenger load factor for a single trip will not exceed 135% of the seated capacity at any point in the trip for 80% of trips. In general, this means that there should not be more than 15 standees on a 40-foot bus. If this occurs more than once for every five trips the standard is exceeded.

Drivers will report when passenger loading exceeds 150% standees on l70.

Headways

Headways will be verified each season before the schedule is published. Headway is a guideline for all types of service and should be followed as budget allows.

Target Headways - Winter Season (Minutes) Approximately late Nov-mid-April				Target Headways - Summer Season (Minutes) Approximately mid-April to late Nov			
Local	Period	Span	Frequency	Local	Period	Span	Frequency
	Early AM	5-6am	30		Early AM	5-6am	30
	AM Peak	6-9am	10		AM Peak	6-9am	15
	Midday	9am -3pm	30		Midday	9am -3pm	30
	PM Peak	3-6pm	10		PM Peak	3-6pm	15
	Evening	6-8pm	30		Evening	6-8pm	30
	Night	8pm-1am	60		Night	8pm-1am	60
Express	Period	Span	Frequency	Express	Period	Span	Frequency
	Early AM	5-6am	n/a		Early AM	5-6am	n/a
	AM Peak	6-9am	60		AM Peak	6-9am	60
	Midday	9am -3pm	n/a		Midday	9am -3pm	n/a
	PM Peak	3-6pm	60		PM Peak	3-6pm	60
	Evening	6-8pm	n/a		Evening	6-8pm	n/a
	Night	8pm-1am	n/a		Night	8pm-1am	n/a
Circulator	Period	Span	Frequency	Circulator	Period	Span	Frequency
	Early AM	5-6am	30		Early AM	5-6am	30
	AM Peak	6-9am	60		AM Peak	6-9am	60
	Midday	9am -3pm	60		Midday	9am -3pm	60
	PM Peak	3-6pm	60		PM Peak	3-6pm	60
	Evening	6-8pm	60		Evening	6-8pm	60
	Night	8pm-1am	60		Night	8pm-1am	60
Commuter	Period	Span	Frequency	Commuter	Period	Span	Frequency
	Early AM	5-6am	30		Early AM	5-6am	30
	AM Peak	6-9am	n/a		AM Peak	6-9am	n/a
	Midday	9am -3pm	n/a		Midday	9am -3pm	n/a
	PM Peak	3-6pm	30		PM Peak	3-6pm	30
	Evening	6-8pm	n/a		Evening	6-8pm	n/a
	Night	8pm-1am	n/a		Night	8pm-1am	n/a

On-Time Performance

On-time performance is the time deviation of actual operation time from the published schedule. Core Transit buses are considered on-time if the actual departure time is no more than 4 minutes and 59 seconds (the on-time window) past the scheduled time of departure. Currently, on-time performance is measured using data generated by the Clever Devices System. On time performance is target 95%.

Vehicle Assignment and Priority

Core Transit's fleet currently consists of two types of vehicles for its fixed route service: 37-passenger 40-foot buses and 24-passenger 28-foot cut-away buses. Forty-foot buses are used on local, express, and commuter routes. Smaller cutaway vehicles are used for demand response and circulator routes which feed into our other fixed routes.

Appendix K

Transit Amenities Plan

The design of bus stop waiting areas and provision of amenities that enhance security and comfort plays a significant role in a person's decision to use transit. The design of bus stops can affect a person's actual or perceived sense of safety, comfort, and convenience. The following sections identify the factors to consider and provide guidelines for location bus stops and designing passenger waiting areas.

1. Passenger Amenities and Transit Facility Needs:

Passenger amenities are significant elements in attracting public transportation users. Shelters provide protection for elements and benches add comfort; signs, trash receptacles, lighting, and other amenities add convenience and safety. Passenger amenities should be located within the public right-of-way and should not impede auto, bus, or pedestrian flows. The bus stop should be located so that the future installation of amenities will not require the relocation of other structures or utilities. All amenities must meet applicable ADA requirements.

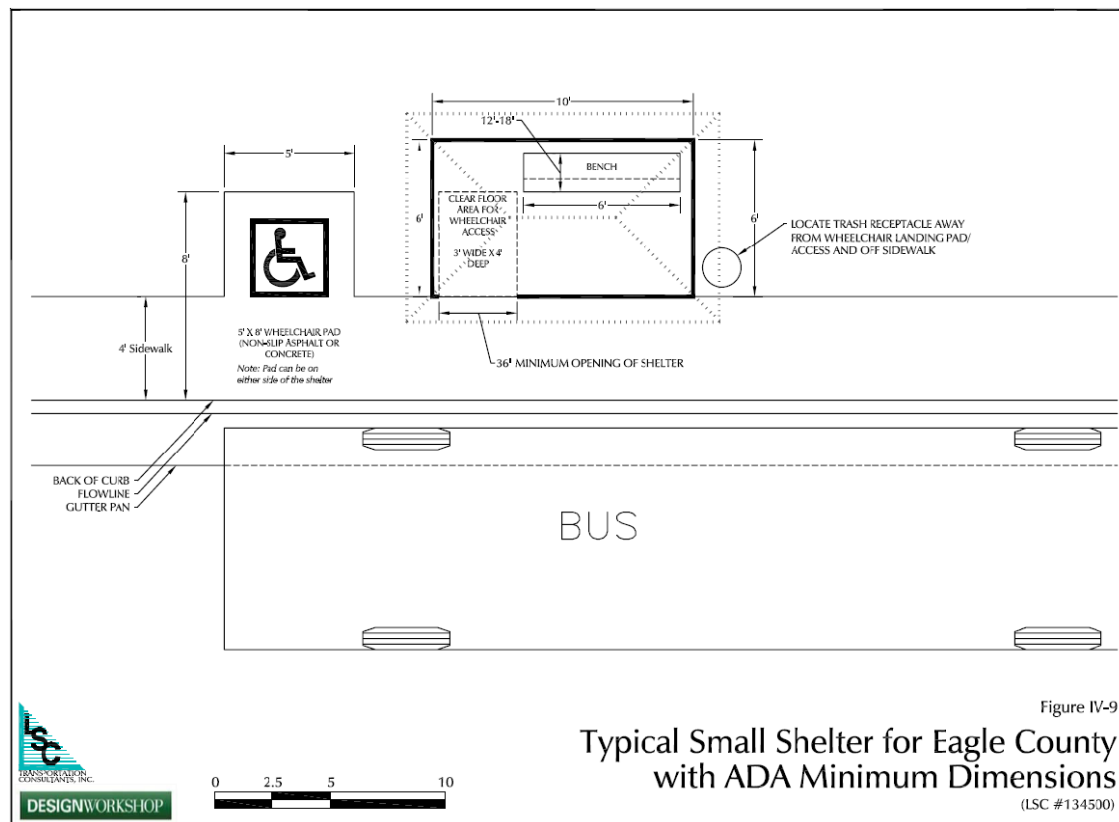
	Bench	Small Shelter	Large Shelter	Bike Racks	Garbage Receptacle	Lighting
< 5 Boarding/Daily	No	No	No	Yes	Yes	Yes
5 - 9 Boarding/Daily	Yes	No	No	Yes	Yes	Yes
10 – 25 Boarding/Daily	No	Yes	No	Yes	Yes	Yes
>25 Boarding/Daily	No	No	Yes	Yes	Yes	Yes

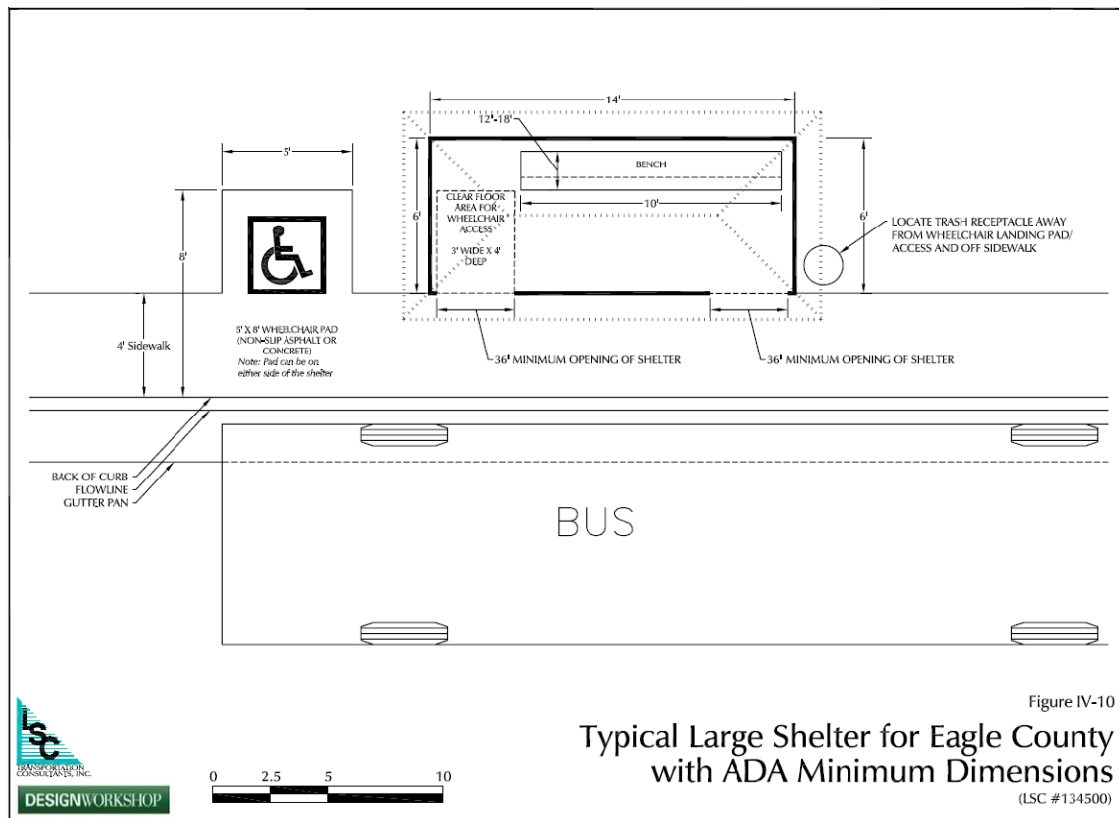
2. Bus Stop and Boarding Areas Design:

The bus boarding area is that area described as a firm, solid, and level platform standardized by rolling stock dimensions and wheelchair lift

characteristics. The boarding area may also be the pathway, but it requires greater clearance than a standard sidewalk to allow deployment of the wheelchair lift. The following criteria for boarding areas should be used to ensure compliance with ADA:

- 1) Door clearance is a minimum of 5' by 8';
- 2) Ground and surface materials are stable, firm and slip-resistant;
- 3) Running slope does not exceed 1' vertical over 20' horizontal (5%);
- 4) Cross slope does not exceed 1' vertical over 48' horizontal (2%);
- 5) Horizontal clearance of 48" is maintained in boarding area; and
- 6) Vertical clearance of 84" is maintained in boarding area.





3. Accessibility to bus stops:

Core Transit operates in a mixture of semi-urban and rural areas. In the semi-urban areas most areas are equipped with sidewalks. In these areas the sidewalks function as an accessible route to the bus stop. In most of the rural areas, roadways do not have sidewalks. In these areas, Core Transit has a minimum standard of providing a bus landing pad raised a minimum of 6" above the road grade. In areas where an intersection is within close proximity to a bus stop, Core Transit will install a sidewalk from the intersection to the bus stop.

4. Bus Pullout Designs:

Bus pullouts are necessary for most Core Transit stops. The following images provide minimum dimensions, based on lane travel speed, for Far-side, Mid-block, and Near-side turnout designs.

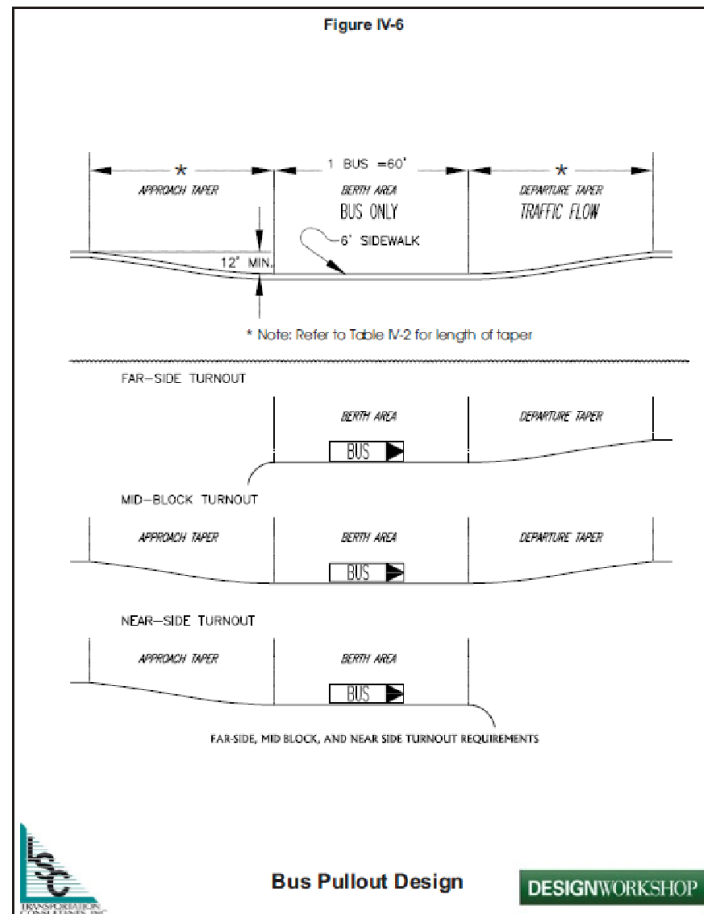


Table IV-2										
Length of Bus Taper Based on Speed Limit										
Posted Speed Limit in MPH	25	30	35	40	45	50	55	60	65	70
Length of Transition Taper	90	96	120	144	162	180	222	300	300	300

Source: Colorado State Highway Access Code, Volume 2, Code of Colorado Regulations 601-1, March 2002.

Appendix L

Policies and Procedures for the Use of the Core Transit System

The following document is on public display, both in English and in Spanish translation, at the Vail Transportation Center and on the official Core Transit website.

General Use Policies

1. General Policy. Public transportation vehicles and facilities are provided by the Eagle Valley Transportation Authority (Core Transit) for the benefit of the Eagle County community, visitors, and the general public. All permissible use of public transportation vehicles and facilities shall be strictly

limited to conduct consistent with the reasonable use and enjoyment of such services and for their safe and reliable operation.

2. Use of Core Transit Services.

- a. Core Transit consists of fare-free and fare-based services.
- b. Use of Core Transit services is available on a first-come, first-served basis until capacity is reached. The buses cannot wait for incomplete boarding parties.
- c. Use of the Core Transit System constitutes an acceptance of the terms of use.
- d. All users must wear shirts and shoes and display proper hygiene as to not be overtly offensive to other passengers.

3. Standing Passengers. All standing passengers (whether adults or children) must use the handrails or other stabilization devices provided on the vehicles in order to stabilize themselves while the vehicle is in operation. Passengers are not permitted to stand forward of the Standee Line per federal regulations. Passengers stand at their own risk.

4. Children.

- a. Riders aged eight (8) and younger must be under the supervision of a responsible adult at all times when using Core Transit services.
- b. Children must be removed from strollers while on Core Transit vehicles.
- c. All children under the age of six (6) must be seated.
- d. Diapers may not be changed aboard a Core Transit vehicle.

5. Strollers; Wagons.

- a. Only collapsible strollers, wagons and similar child transport devices are permitted on Core Transit vehicles. Non-collapsible strollers, wagons, and similar child transport devices are not permitted on Core Transit vehicles.
 - b. All strollers, wagons, and similar child transport devices shall be carried on the Core Transit vehicle in their collapsed condition.
6. Bicycles, Skis, and Snowboards.
- a. Core Transit vehicles are equipped to carry bicycles, skis, and snowboards on a first-come, first-served basis until capacity is reached.
 - b. Any rider traveling with a bicycle, skis, or snowboard must be able to load without assistance.
 - c. Bicycles may not be brought on-board transit vehicles. If space is available, skis and snowboards may be brought on board. Use of the provided bicycle rack is at the user's own risk.
8. Carry-On Items.
- Core Transit does not have space specifically designed for storage.
- a. Riders may bring packages and groceries on-board vehicles if space is available and if they maintain control of these items within their immediate seating area.
 - b. Any rider traveling with carry-on items must be able to board without assistance.
 - d. Carry-on items must not interfere with passenger safety or obstruct the aisles.
 - e. Portable music devices such as radios, iPods, etc. must not be played at a volume that would disrupt the safe operation of the transit vehicle or annoy other passengers. Transit riders are required to use

headphones for their radios or iPods while on board a transit vehicle as a courtesy to your fellow passengers.

f. No food or beverages may be consumed aboard a Core Transit vehicle. Beverages should be transported in a spill proof container.

8. Hazardous Materials. Hazardous materials such as explosives, flammable liquids, firearms, or weapons (except as authorized by law) are prohibited on Core Transit vehicles. Mention of any such materials is considered to be threatening behavior and will not be tolerated. Any violation of this prohibition will result in immediate notification of the appropriate law enforcement officials.

9. Animals. All animals are prohibited from Core Transit vehicles, subject to the following limited exceptions:

- a. Legitimate service animals under the control of a guest with a disability as permitted by the ADA.
- b. Animals stored in an approved carrier under the control of a responsible guest.
- c. Any rider traveling with an animal may be expelled if the animal's behavior compromises the safe operation of Core Transit or otherwise poses a threat to the health, safety, and welfare of the public.

10. Smoking. Smoking is strictly prohibited while using Core Transit vehicles.

11. Loitering. Remaining on board and Core Transit vehicle without a destination, sleeping onboard a Core Transit vehicle, or loitering at a Public Transit Station or designated Bus Stop is not permitted.

12. Disruptive Behavior. Loud, obnoxious behavior or the use of foul language is not permitted aboard a Core Transit vehicle, at a designated public bus stop, or at a Public Transit Station. Disruptive passengers may be denied Core Transit Services at the discretion of the Transit Operator.

13. Flash Photography, Laser Pointers. Taking flash photographs or the use of a laser pointer while on board a transit vehicle is extremely dangerous and not permitted.

14. Alcohol; Illegal Drugs.

- a. The consumption of alcohol is prohibited while using ETVA services.
- b. The possession of an open alcoholic beverage container is prohibited while using Core Transit services.
- c. No person may ride a Core Transit vehicle while he or she is visibly intoxicated and not in control of their own person.
- d. The possession, sale, or use of any illegal drug is prohibited while using Core Transit services.

15. Fixed Route System. The Core Transit System is a fixed route public transportation system. We are prohibited by federal law from making undesignated stops in which to board or disembark passengers. The Core Transit System complies with all state and federal regulations for public transportation and is under the jurisdiction of the Federal Transit Administration and Federal Motor Carrier Safety Regulations.

16. Emergencies. In the event of an unforeseen emergency, the Transit Operator shall provide passengers with specific directions for evacuation and/or other necessary actions. For your safety and that of our other passengers, you must comply with the directions provided. Transit Operators are licensed Commercial Drivers and are provided extensive training to meet federal regulations for safety.

17. Compliance with Use Policies. The Core Transit System reserves the right to deny boarding or Core Transit services to any person not complying with the Use Policy and Procedures for the transit system. Refusal to comply with the directions of a Transit Operator or Transit Supervisor and/or the hindering of the movement of public transportation is punishable by Federal Law with up to 16 years in prison and up to \$750,000 in fines. Other

state and local laws may also apply. Persons not following the basic requirements for the use of the Core Transit System will not be allowed to board or will be told they must disembark. The Core Transit System will notify law enforcement officials of any misconduct involving the Core Transit System at its discretion.

18. Non-Discrimination. Core Transit complies with Title VI of the Civil Rights Act of 1964. The level and quality of transportation service will be provided without regard to race, color, or national origin in accordance with Title VI. All Core Transit services are provided with equal access to all.

19. Accessibility. All Core Transit vehicles shall meet the standards of accessibility for persons with disabilities established by the Federal Transit Administration pursuant to the Americans with Disabilities Act, 42 U.S.C. §12101, et seq. (Public Law 101-336). Accessibility is provided along our fixed route system at designated bus stops only.

Notice

Any person who believes he/she or any specific class of persons is subjected to discrimination prohibited by Title VI Civil Rights Act or the provisions of the Americans with Disabilities Act may by him/herself or by a representative file a written complaint with Core Transit and/or the Federal Transit Administration. All complaints will be promptly investigated.

To request additional information on Core Transit's nondiscrimination obligations or the Americans with Disabilities Act, contact:

Director of Transportation
Core Transit
3289 Cooley Mesa Rd
P.O. Box 1070
Gypsum, Colorado 81637

Information in languages other than English will be provided as needed and will be consistent with DOT LEP Guidance. Additionally, alternative formats, i.e., large print, Braille, audio or video tapes of the use policies and procedures are available upon request.



To: The Core Transit Board

From: Lance Trujillo, Core Transit Director of Innovation and IT

Meeting Date: 08/01/2024

SUBJECT: Approval of IT and Service Contracts with Eagle County, Clever, Freshdesk, and Masabi

RECOMMENDED ACTIONS: Motion to approve the IT and Service Contracts as presented with Eagle County, Clever, Freshdesk and Masabi

BACKGROUND:

To support a smooth transition, we have negotiated a no-fee IT and Service contract with Eagle County Government to continue limited IT infrastructure support for critical applications that are still awaiting migration. No-fee support for these applications will be provided between August 4, 2024 and March 31, 2024 as needed as we complete the pending migration of these systems. Support for these systems extending beyond March 31, 2024, will incur a monthly cost of \$15,000.

In addition, a number of active technology contracts that were previously signed between technology vendors and Eagle County Government need to be transitioned to Core Transit to ensure continuity of transit operations after August 4. These include the following:

- 1) A two-year maintenance agreement with Clever Devices, the primary Intelligent Transit Systems (ITS) provider for ECO and now Core Transit;
- 2) A one-year agreement with Freshdesk, an internal support application that supports ECO/Core Transit operations;
- 3) An agreement with the vendor Masabi, which provides hosting,



banking services for credit cards that supports the Core Transit mobile fare payment system.

FINANCIAL CONSIDERATIONS:

The transfer of ongoing IT agreements has been anticipated and incorporated into the Core Transit budget. We intend to transfer or sunset all systems implicated in the Eagle County support agreement prior to March 31, 2024.

ATTACHMENTS:

1. Contract with Eagle County
2. Contract with Clever
3. Contract with Freshdesk
4. Contract with Masabi

**INTERGOVERNMENTAL AGREEMENT BETWEEN
THE COUNTY OF EAGLE
AND THE EAGLE VALLEY TRANSPORTATION AUTHORITY REGARDING
IT SUPPORT AND MAINTENANCE SERVICES**

THIS AGREEMENT (“Agreement”) is made and entered on _____, 2024 by and between Eagle County, State of Colorado (“County”), whose mailing address is P.O. Box 850, Eagle, Colorado 81631, and the Eagle Valley Transportation Authority, a regional transportation authority (“EVTA”), whose address is P.O. Box 1070, Gypsum, CO 81637. County and EVTA are sometimes referred to herein individually as a “Party” and collectively as the “Parties.”

RECITALS:

WHEREAS, the Eagle County Regional Transit Authority (“ECO Transit”) is a department of the County that was created to provide public transportation services; and

WHEREAS, the County’s Information Technology department (“ECIT”) has historically maintained and provided support to ECO Transit’s Information Technology (“IT”) systems; and

WHEREAS, in November 2022 the voters of Eagle County and the towns of Avon, Eagle, Minturn, Red Cliff and Vail, and Beaver Creek Metro District approved the creation of the EVTA pursuant to Title 43, Article 4, Part 6 of the Colorado Revised Statutes; and

WHEREAS, the Parties have agreed to transition the public transportation services provided by ECO Transit from the County to EVTA on August 4, 2024 and the shared goal of the Parties remains ensuring continuity of service for Eagle County residents and visitors; and

WHEREAS, in order to effectuate the transition of public transportation services to EVTA, the Parties have collaborated on a Technology Transition Plan identifying the IT systems which must be transferred from the County to EVTA as well as the services related to said IT systems that EVTA will require from ECIT after August 4, 2024 (the “Technology Transition Plan”); and

WHEREAS, in order to allow the Parties sufficient time to complete the Technology Transition Plan and to fully transition to an EVTA-managed IT support model, the Parties intend by this Agreement to provide for the continuation of ECIT’s support services until said transition is completed; and

WHEREAS, pursuant to Title 29, Article 1, Part 2 of the Colorado Revised Statutes, as amended (the “Intergovernmental Relations Statute”), and Article XIV, Section 18 of the Colorado Constitution, governments may contract with one another to provide any function, service or facility lawfully authorized to each of the contracting units and any such contract may provide for the joint exercise of the function, service or facility, including the establishment of a separate legal entity to do so.

WITNESSETH:

In consideration of the mutual covenants and obligations herein expressed, it is agreed by and between the Parties as follows:

1. Scope of Services. The County agrees to provide routine and IT support and maintenance services, as further described in **Exhibit A**, attached hereto and incorporated herein by this reference, and in accordance with the Technology Transition Plan, attached hereto as **Exhibit B** and incorporated herein by this reference (the “Services”). All provisions of **Exhibits A and B**, including without limitation any terms and conditions included therein, shall be subject to the provisions of this Agreement. In the event of a conflict or inconsistency between a provision in the body of this Agreement and a provision in **Exhibits A and B** or any other exhibit or schedule attached hereto, the provision in the body of this Agreement shall control.

2. Term of Agreement. This Agreement shall be effective as of the 4th day of August, 2024 (the “Effective Date”), and subject to the provisions of paragraphs 3 and 23 hereof, shall continue in full force and effect through July 31st, 2025. This Agreement may be extended for additional month to month terms, upon written agreement of the Parties. Any amendments or modifications shall be in writing signed by both Parties.

3. Early Termination. Either Party may terminate this Agreement at any time without cause by providing written notice of termination to the other Party. Such notice shall be delivered at least thirty (30) days prior to the termination date contained in said notice unless otherwise agreed in writing by the Parties. In the event of any such early termination by either party, the County shall be paid for Services performed up to the date of termination. County understands and agrees that such payment shall be the County’s sole right and remedy for such termination.

4. Suspension. Without terminating this Agreement or breaching its obligations hereunder, EVTA may, at its convenience, suspend the services of the County by giving the County written notice one (1) day in advance of the suspension date. Upon receipt of such notice, the County shall cease its work in as efficient a manner as possible so as to keep its total charges to EVTA for Services under this Agreement to the minimum, but in no circumstance later than three (3) business days after receipt of the notice of suspension. No Services shall be performed during the period of such suspension except with prior written authorization by the EVTA Representative (as defined below). If a suspension is still in effect thirty (30) calendar days after the County’s receipt of the notice of suspension, the County may terminate this Agreement by providing EVTA with written notice of termination. Upon EVTA’s receipt of such notice of termination from County, this Agreement will be deemed terminated.

5. Compensation. From the Effective Date through March 31, 2025, the County will perform the Services without charge to EVTA. After March 31, 2025, in consideration of the Services to be performed pursuant to this Agreement, EVTA agrees to pay the County at the rates set forth in **Exhibit A**. The County will submit invoices to EVTA by the 10th day of each month on account of the prior month. Payment will be made within thirty (30) days of receipt of the invoice. EVTA shall provide no benefits to the County other than the compensation stated above.

6. Owner Representative. EVTA will designate, prior to commencement of Services, its project representative (the "EVTA Representative") who shall make, within the scope of his or her authority, all necessary and proper decisions with reference to the Services. All requests for contract interpretations, change orders, and other clarification or instruction shall be directed to the EVTA Representative.

7. Independent Contractor. EVTA agrees that the services to be performed by the County are those of an independent contractor and not of an employee of EVTA. Nothing contained in this Agreement shall be deemed to create a relationship of employer-employee, partnership, joint venture or any other relationship between County and EVTA. Neither party shall have the authority to bind the other. Neither the County nor its employees are entitled to workers' compensation benefits from EVTA for the performance of the Services described in this Agreement.

8. Assignment and Subcontracting. The County agrees that it will not assign any of its rights or obligations, or subcontract performance obligations under this Agreement without obtaining EVTA's prior written consent. Any assignment or subcontracting without such consent will be ineffective and void and shall be cause for termination of this Agreement by EVTA. EVTA has sole and absolute discretion whether to consent to any assignment or subcontracting, or to terminate the Agreement because of unauthorized assignment or subcontracting. In the event of any subcontracting or unauthorized assignment: (i) the County shall remain responsible to EVTA; and (ii) no contractual relationship shall be created between EVTA and any sub-consultant, subcontractor or assign.

9. Standard of Care. The County shall perform the Services hereunder at or above the standard of care of those in its profession or industry providing similar services in EVTA's local area.

10. Notification of Errors. The County agrees to call to EVTA's attention errors in any plans, instructions, information, requirements, procedures, and other data supplied to the County by EVTA that it becomes aware of and believes may be unsuitable, improper, or inaccurate in a material way. However, the County shall not independently verify the validity, completeness, or accuracy of such information unless otherwise expressly engaged to do so by EVTA. Nothing shall detract from this obligation unless the County advises EVTA in writing that such data may be unsuitable, improper, or inaccurate and EVTA nevertheless confirms in writing that it wishes the County to proceed according to such data as originally given.

11. Insurance. EVTA and the County are "public entities" within the meaning of the Colorado Governmental Immunity Act, C.R.S. §24-10-101 ("CGIA"). Both Parties shall, at all times during the term of this Agreement, maintain any such liability insurance, whether by commercial policy or self-insurance, as is necessary to meet any liability under the CGIA. here. The County and EVTA, respectively as named insureds, shall include the other respective party, its officers, employees, and agents, as additional insureds under the named insured's insurance policies. The named insured's insurance shall be primary and non-contributory as respects any covered claim against an additional insured arising out of the premises or operations of the named insured. Each Party shall be responsible for any suits, demands, costs, or actions at law resulting from its own acts or omissions.

12. Indemnification. Subject to Sections 11 and 23 of this Agreement, County shall, to the extent of County's insurance coverage, indemnify, hold harmless and defend EVTA from and against any and all claims arising from the negligent performance by County of the Services hereunder, except that County shall not be liable for claims caused by the negligence or willful misconduct of EVTA. To the extent allowed by law, in case any action or proceeding be brought against EVTA by reason of any such claim, County, upon notice from EVTA, shall defend the same at County's expense by counsel satisfactory to EVTA. Any release, hold harmless and indemnity given hereunder shall not constitute a waiver of any rights or immunities afforded the Parties under § 24-10-101, et seq., C.R.S. and any fiscal or monetary obligations of each Party arising under this Agreement shall be subject to annual budgeting and appropriation by the respective governing body of each Party.

13. Warranty. The County shall perform all Services in a prompt, efficient and workmanlike manner. The County shall correct any errors or deficiencies in the County's Services of which it becomes aware promptly and without additional compensation unless such corrective action is directly attributable to errors or deficiencies in information furnished by EVTA. EVTA's approval of the County's services shall not diminish or release the County's duties or obligations hereunder, since EVTA is ultimately relying upon the County's skill and knowledge to perform the Services.

14. Compliance with Laws. The County is obligated to familiarize itself and comply with all laws applicable to the performance of the Services, including without limitation all state and local licensing and registration requirements.

15. Acceptance Not Waiver. EVTA's approval or acceptance of, or payment for, any of the Services shall not be construed to operate as a waiver of any rights or benefits provided to EVTA under this Agreement.

16. Default. Each and every term and condition hereof shall be deemed to be a material element of this Agreement. In the event either Party should fail or refuse to perform according to the terms of this Agreement, such Party may be declared in default.

17. Remedies. In the event a Party declares a default by the other Party, such defaulting Party shall be allowed a period of ten (10) days within which to cure said default. In the event the default remains uncorrected, the Party declaring default may elect to terminate the Agreement and seek damages.

18. No Waiver of Liability or Immunity. The Parties hereto intend that nothing herein shall be deemed or construed as a waiver by either Party of the monetary limitations or any other rights, immunities, defenses, and protections afforded to them under the Colorado Governmental Immunity Act (Section 24-10-101, C.R.S. et seq), as from time to time amended, or otherwise available to EVTA or County or to their respective officers or employees. The Parties agree that in the event any claim or suit is brought against either or both Parties by any third party as a result of the operation of this Agreement that both Parties will cooperate with each other, and with the insuring entities of both Parties, in defending such claim or suit.

19. Binding Effect. This writing constitutes the entire agreement between the Parties and shall be binding upon the Parties, their officers, employees, agents and assigns and shall inure to the benefit of the Parties' respective survivors, heirs, personal representatives, successors and permitted assigns.

20. Integration and Amendment. This Agreement represents the entire agreement between the Parties and there are no oral or collateral agreements or understandings. No amendment or modification of this Agreement shall be binding upon the Parties unless the same is in writing and approved by a duly authorized representative of each Party.

21. Law; Venue. The laws of the State of Colorado shall govern the construction, interpretation, execution, and enforcement of this Agreement. Venue for any dispute between the Parties arising out of or relating to this Agreement shall be in the State of Colorado District Court for Eagle County.

22. Severability. In the event any term or condition of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision of this Agreement.

23. Annual Appropriation. Pursuant to Article X, Section 20 of the Colorado Constitution, the Parties' obligations hereunder are subject to the annual appropriation of funds necessary for the performance thereof, which appropriations shall be made in the sole discretion of the Party's governing board. In the event that sufficient funds for the obligations contained herein are not made, such event may trigger the Parties' rights to termination for default.

24. Taxes. EVTA is a governmental entity and is therefore exempt from state and local sales and use tax. EVTA will not pay for or reimburse any sales or use tax that may not directly be imposed against EVTA. The County shall use EVTA's sales tax exemption for the purchase of any and all products and equipment on behalf of EVTA.

25. Time is of the Essence. All times stated in this Agreement are of the essence.

26. Notices. All notices which are required, or which may be given under this Agreement shall be effective when mailed via registered or certified mail, postage prepaid and sent to the address first set forth above. Either Party may change its address for purposes of this paragraph by giving five (5) days prior written notice of such change to the other party.

A copy of any notice provided to the County shall also be sent to:

Eagle County Attorney
500 Broadway
Post Office Box 850
Eagle, Co 81631
Telephone: 970-328-8685
Facsimile: 970-328-8699
E-Mail: atty@eaglecounty.us

A copy of any notice provided to EVTA shall also be sent to:

Collins Cole Flynn Winn & Ulmer, PLLC
Attn: Kathryn Winn
165 S. Union Blvd, Suite 785
Lakewood, CO 80228
Telephone: 303-218-7205
Email: kwinn@cogovlaw.com

27. Counterparts, Electronic Signatures and Electronic Records. This Agreement may be executed in multiple counterparts, each of which shall be an original, but all of which, together, shall constitute one and the same instrument. The Parties consent to the use of electronic signatures and agree that the transaction may be conducted electronically pursuant to the Uniform Electronic Transactions Act, § 24-71.3-101, *et seq.*, C.R.S.

28. No Third-Party Beneficiaries. The Parties to this Agreement do not intend to benefit any person not a party to this Agreement. No person or entity, other than the Parties to this Agreement, shall have any right, legal or equitable, to enforce any provision of this Agreement.

29. Section Headings. The section headings in this Agreement have been inserted for convenience of reference only and shall not affect the meaning or interpretation of any part of this Agreement.

30. Not Construed Against Drafter. Each Party acknowledges that it has had an adequate opportunity to review each and every provision contained in this Agreement, including the opportunity to consult with legal counsel. Based on the foregoing, no provision of this Agreement shall be construed against either Party by reason of such Party being deemed to have drafted such provision.

31. Non-Liability of County for Consequential Damages or Lost Profits. The Parties agree that the County shall not be liable for any indirect or consequential damages which may arise from any breach of this Agreement by the County or which may arise by the County's breach of any implied or express warranty.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first set forth above.

[Signature pages follow]

COUNTY OF EAGLE, STATE OF
COLORADO, By and Through Its
BOARD OF COUNTY COMMISSIONERS

By: _____
Matt Scherr, Chair

Attest:

By: _____
Regina O'Brien, Clerk to the Board

EAGLE VALLEY TRANSPORTATION
AUTHORITY

By: _____
Amy Phillips, Chair

Attest:

By: _____
Tanya Allen, Secretary

EXHIBIT A
Scope of Services

EXHIBIT B

Technology Transition Plan

Exhibit A

Scope Of Services And Compensation

1. Scope of Services

In order to facilitate the smooth transition of Information Technology (IT) systems and support services from Eagle County to EVTA, Eagle County's Information Technology (ECIT) department agrees to continue providing the following IT support services to EVTA as it pertains to those systems outlined in the Technology Transition Plan identified as **Exhibit B**. These services are provided by Eagle County in order to allow EVTA adequate time to fully transition required technology to an EVTA-managed support model.

The parties envision that ECIT's technology support services will be substantively unchanged from those previously provided directly to the ECO Transit organization. For those systems detailed in **Exhibit B**, this entails any or all of the following core support services:

- Service Desk Support and Troubleshooting
- Data Center Hosting
- Local Area Network (LAN) Services
- Wide Area Network (WAN) Services
- Personal Computer Provisioning and Support
- Software Services Access and Maintenance
- IT Security Monitoring

2. Operating Hours and Service Level Agreement

ECIT's standard operating hours are from 8:00 AM to 5:00 PM, Monday through Friday, excluding County holidays. Support requests made during these hours will be addressed according to these service-level agreement (SLA) terms. For support requests made outside of these hours, including weekends and holidays, ECIT will use best efforts to respond and resolve issues as promptly as possible, but standard SLA response and resolution times may not apply.

EVTA personnel can initiate ECIT support requests by submitting a support ticket via email to itsupport@eaglecounty.us, or alternatively by phoning 970-328-3580. It is recommended that any critical issues impacting operations be submitted via phone:

- Critical Issues: Those issues negatively impacting ongoing operations.
 - Response time during normal Eagle County operating hours, within 1 hour, resolution dependent on the nature of the specific issue.
 - Response time outside of normal Eagle County operating hours, best efforts, resolution dependent on the nature of the specific issue.
- Non-Critical Issues: All other issues.
 - Response time by the following standard County working day, resolution dependent on the nature of the specific issue.

ECIT will use reasonable efforts to address all support tickets and requests consistent with these SLA terms, however the Parties acknowledge that ECIT's performance may be subject to or dependent upon the terms of and SLAs with, and availability of, those vendors identified on **Exhibit B**.

3. Fees and Payment Terms

Invoicing will be provided by ECIT and payment will be made by EVTA consistent with Section 5 of the Agreement.

In recognition of the ongoing transition and established Technology Transition Plan outlined in **Exhibit B**, with an anticipated completion date of no later than March 31, 2025, all Eagle County IT support services that EVTA receives from the Effective Date of this Agreement through March 31st, 2025 will be at a rate of \$0 per month.

Beginning on April 1st, 2025, if the Technology Transition Plan outlined in **Exhibit B** has not been completed, ECIT support services will be provided to EVTA at a monthly rate of \$15,000 per month.

EXHIBIT B

<i>Eagle County / Eagle Valley Transportation Authority Technology Transition Plan</i>						
Vendor	System	Transition Plan	Projected Transition Date	Challenges	Status	Post-DAY1 (8/4) Plan
APC	Ridership reporting	Move to UTA web hosting	Done		Removed from ECG network.	n/a
Productive Solutions	Photo pass (fare system)	Transitioned to smart card fares	Done		Active for archiving reports	n/a
Comcast Lumen	Internet connection @ VTC and @ Swift Gulch	VTC - Commodity Internet with Comcast to access hosted Clever and Zoom phone. Swift Gulch - Internet via Comcast or Lumen to provide data transfer access from buses for video and Clever.	Dependent on when last software system is transitioned to EVTA	VTC - Will need to retain existing Eagle County IT data circuit until such time that Clever devices has transitioned to hosted Clever. Note: Lance did mention option to transition earilier off of this circuit one EVTA Internet connection is in place; would involved VTC personnel using an alternative system from Clever to complete their tasks. Swift Gulch - Will need to retain existing Eagle County IT data circuit until such time that last of Apollo, GFI, Clever systems has been successfully transitioned to EVTA (and EVTA's Internet circuit is available at Swift Gulch).	VTC - Waiting on Comcast to respond Swift Gulch - Waiting on Comcast or Lumen to respond 7/8 - Follow up with Lumen on install	ECIT will need to continue to support both WAN data circuits on the ECIT network for the following software applications until each location has their own standalone Internet connection AND the following systems are all successfully transitioned to EVTA: Apollo, Clever Devices, GFI.
Comcast TOE - THOR	Internet connection @ MSC facility	Current plan is for h/w install in Jun, install of primary internet connection in Jul and transition by July 31, 2024.	7/24/2024	Heavy vendor scheduling dependencies.	- Waiting on both Comcast and TOE to enable their respective Internet services to MSC	EVTA to cut over to their own managed Internet connection as soon as either Comcast or TOE service is available AND Istonish MSP internal network at MSC is in place.
Masabi	Mobile Ticketing for Android (Google Play)	Work with Masabi to transition existing Mobile Ticketing App / Developer license to standalone EVTA Google Play environment. Note this also likely involves updating the Mobile Ticketing app name / branding to an EVTA theme going forward from 8/4	8/4/2024	Heavy vendor dependency for guidance. Uncertain regarding Google requirements for non-Google users. In theory, this feels all feels like normal stuff and such hurdles should have been cleared previously by others in the past.	Lance has reached out to Masabi for guidance on how to handle. Response pending.	Assuming this transition does not happen prior to 8/4, ECIT will need to continue to support any EVTA needs for ecoTransit's Mobile Ticketing app in the Google Play developer console.
Google Workspace	Invididual staff data that resides in Google Gmail, Google My Drive, Contacts, etc...	Individual data owners to manually transfer data from their legacy Google accounts to Office 365 by September 1st, 2024. Access to all former EcoTransit employees will be terminated at that time.	9/1/2024	Primarily centers on ECIT ensuring post-termination ecoTransit employee access to Google during time period from 8/4/2024 - 9/1/2024. Also need to handle receipt of email issue delivered to unmonitored email boxes during this time as well. Consider removing staff accounts from GAL.	- EVTA policy approved and confirmed by EVTA and Eagle County. - Pending distribution to ecoTransit / EVTA staff	New EVTA staff will have access to their former Eagle County Google information so manual transfers can be conducted up to September 1st, 2024.

EXHIBIT B

Eagle County / Eagle Valley Transportation Authority Technology Transition Plan						
Vendor	System	Transition Plan	Projected Transition Date	Challenges	Status	Post-DAY1 (8/4) Plan
Google Shared Drive	Shared staff file drive for ecoTransit staff	EVTA personnel to migrate Google EcoTransit Shared Drive to Office 365 using Migration Manager https://learn.microsoft.com/en-us/sharepointmigration/mm-google-overview	9/1/2024	Potentially tight timeline expectation with an untested tool. If this tool fails to work adequately, burden will likely fall on ECIT to develop an unknown alternative process quickly. Ideally, EVTA will test / confirm this tool works adequately and appropriate access permission have been pre-establish to gain confidence that this process will work properly for intended purpose prior to crunch time.	Not started	File transfer should occur at some point between of 8/5 and 9/1.
Istonish (MSP)	Local Area Network	A third party Managed Service Provider (MSP) has been contract to manage and support EVTA's Local Area Network, as well as their PC fleet. ECIT is working in tandem with EVTA / Istionish to allow for a separate physical network to be established within the MSC (separate hardware and separate patch panel(s) wiring drops. EVTA managed PC's will connect to the Internet / internal systems via the newly established EVTA network.	Dependent on when last software system is transitioned to EVTA	Not all former ecoTransit systems will have been transitioned to EVTA by 8/4/2024. For purposes of both ECIT support and security, those systems that remain untransitoned will have to remain on the Eagle County network until such time that the last system has been transitioned. Practical reality of this situation is that selected EVTA staff may need to work on two separate PC's over two separate networks for a period of time. Need to ensure that such a network scenario is adequately allowed for at each workspace (wirelessly or physical wiring), as well as bus wireless antennae connection points.	- MSP contract in place. - ECIT in process of ensure adequate physical wiring drops to support splitting physical networks. -6/24 network hardware received to MSC -6/26 project meeting - get updated build timeline	ECIT will need to continue to support internal network services on the ECIT network for the following software applications until they all are successfully transitioned to EVTA: Apollo, Clever Devices, GFI
Apollo/Luminator	ViM video surveillance	Transition off of existing Luminator solution to hosted mSet product (replacement to ViM)	12/31/24		Building proposal -contract in July	ECIT will need to support ViM system until replacement solution is in place. Will impact the following positions: -Safety and Training Supervisor -2 ITS positions
Clever Devices	ITS applications	Transition from present on-premise model to vendor provided cloud hosted solution for all applications	11/1/24	This system is very complex, an operational imperative, and the transition itself is highly dependent on the vendor (Clever Devices). The vendor quoted a 22 week transition period from time of contract signing period to migrate systems to their cloud hosted solution. Twenty two weeks from contract signing is approximately November 15th, 2024.	Contract presented to board on 6/12/24 for approval; 6/13: Approved by EVTA Board; 6/13: Signed by both parties	ECIT will need to support the Clever suite of products until successful migration to Clever's Cloud hosted solution. Will impact the following positions: -Dispatchers and fill ins (9 people) -2 ITS positions

EXHIBIT B

<i>Eagle County / Eagle Valley Transportation Authority</i>						
<i>Technology Transition Plan</i>						
Vendor	System	Transition Plan	Projected Transition Date	Challenges	Status	Post-DAY1 (8/4) Plan
GFI	Cash fare collection system	EVTA goes cashless for Spring 25, at which time GFI is retired.	03/31/25	- FTA requirements concerning being licensed to use a single passenger count solution is a question mark? System supports an unwanted legacy process (cash collection). Nobody anticipates retaining either the process or the system beyond 2025. - System is brittle and unwieldy - Vendor is not customer focused - Vendor requires \$30K to support transition - Neither IT department wants to support this system.	- EVTA IT recommends Option 1A. - ECIT recommends Option 1B.	ECIT will need to continue to support GFI until such time that EVTA goes "cashless" on buses.
Sched21	Scheduling system	Migrate the backend server(s) to EVTA Azure instance. Install clients on EVTA PCs.	12/31/24	Getting technical tasks accomplished.	Get sever specs from ECIT and build Azure server -6/17 requested specs from ECIT (received) -6/25 follow up for install files and documentation to Enghouse -7/1 Enghouse (Sched 21's vendor) to send updated install files	ECIT will need to support Schedule 21 until EVTA solution is in placce.
Zoom	Phone system	Estalish an EVTA account with Zoom, work with ECIT to configure EVTA Zoom instance, port relevant phone numbers from ECIT Zoom instance to EVTA Zoom instance.	8/4/2024	Getting technical tasks accomplished.	EVTA is using Zoom moving forward (with a mixture of Teams licenses for new EVTA staff) -6/21 Updated Zoom licensing requested -6/27 Zoom agreement signed NEXT: waiting for access to setup Zoom	EVTA staff to continue using ECIT Zoom instances until such time that EVTA IT successfully transitions to it's own Zoom instance.



Agenda Item Details

Meeting	Jan 01, 2050 - *****Signature Workflow*****
Category	A. BoCC Signature
Subject	18. Assignment and Assumption for Clever Devices Agreement by and Between Eagle County, Colorado and Eagle Valley Transportation Authority
Access	Public
Type	Action (Consent)
Preferred Date	Jul 30, 2024
Absolute Date	Jul 30, 2024

Public Content

Prepared By: Abby Dallmann

Department: Administration

Executive Summary: Eagle County wishes to reassign this contract for IT services with Clever Devices to Eagle Valley Transportation Authority for its ongoing operations of the bus system.

Reviewing Attorney: Lane Sheldon

- **BoCC signature?:** Yes

Administrative Content

Executive Content

Items of a routine and non-controversial nature are placed on the consent agenda to allow the Board of County Commissioners to spend its time and energy on more important items on a lengthy agenda. Any Commissioner may request that an item be REMOVED from the consent agenda and considered separately. Any member of the public may REQUEST any item be REMOVED from the consent agenda.

**ASSIGNMENT AND ASSUMPTION OF AGREEMENT BETWEEN
EAGLE COUNTY
and
CLEVER DEVICES LTD.**

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (“**Assignment Agreement**”) is made by and between the Board of County Commissioners of the County of Eagle, State of Colorado, a body corporate and politic (“**County**”), and the Eagle Valley Transportation Authority, a body corporate and politic (“**EVTA**”), which may be referred to herein individually as a “**Party**” or collectively as the “**Parties.**” The effective date of this Assignment Agreement is August 4, 2024.

RECITALS

WHEREAS, the Eagle County Regional Transit Authority (“**ECO Transit**”) is a department of the County that has historically provided public transportation services funded by voter-authorized Eagle County 0.5% Transportation Sales Tax; and

WHEREAS, in November 2022, the EVTA was established pursuant to Title 43, Article 4, Part 6 of the Colorado Revised Statutes by approval of voters in Eagle County, the towns of Avon, Eagle, Minturn, Red Cliff and Vail, and Beaver Creek Metro District, and in accordance with the Eagle Valley Transportation Authority Intergovernmental Agreement dated September 1, 2022 (the “**EVTA IGA**”) for the purpose of financing, constructing, operating, improving and maintaining a regional transportation system in the Eagle River Valley of Eagle County, Colorado; and

WHEREAS, pursuant to the EVTA IGA, the County and EVTA agree that the EVTA will assume responsibility for existing transit services as historically provided by ECO Transit in accordance with a framework established by the EVTA IGA Transition Plan (the “**Transition Plan**”); and

WHEREAS, the Transition Plan includes the transfer of equipment, assets, existing contractual agreements, and operations from Eagle County to EVTA, including technology software and hardware, and aims to ensure continuity of service for Eagle County residents and visitors; and

WHEREAS, pursuant to a Hardware Warranty and Software Maintenance Agreement dated August 3, 2023, a copy of which is attached hereto as **Exhibit A** and incorporated herein by this reference (the “**Clever Devices Agreement**”), the County and Clever Devices Ltd. (“**Contractor**”) contracted for certain services related to technology hardware and software utilized by vehicles, title to which has been or will be transferred from County to EVTA on or before the effective date of this Assignment Agreement; and

WHEREAS, the County wishes to assign, and EVTA wishes to assume, the County’s rights and obligations under the Clever Devices Agreement, which was expressly contemplated by the Clever Devices Agreement, as noted in Attachment E thereto, informal notice of which has been provided to Contractor; and

WHEREAS, this Assignment Agreement furthers cooperation between governmental entities pursuant to Title 29, Article 1, Part 2 of the Colorado Revised Statutes, as amended and Article XIV, Section 18 of the Colorado Constitution.

NOW, THEREFORE, in consideration of the promises, covenants and conditions contained herein, the Parties agree as follows:

1. Assignment and Assumption. The County hereby transfers and assigns to EVTA all of its rights and obligations under the Clever Devices Agreement, and EVTA accepts such assignment and agrees that it shall hereinafter perform its obligations and duties under and subject to the terms of the Clever Devices Agreement. The Parties agree that upon the effective date of this Assignment Agreement, the County shall have no further obligation or liability under the terms of the Clever Devices Agreement.
2. Entire Agreement. This Assignment Agreement represents the full and complete understanding of the Parties, and supersedes any prior agreements, discussions, negotiations, representations or understandings of the Parties with respect to the subject matter contained herein.
3. Counterparts, Electronic Signatures and Electronic Records. This Assignment Agreement may be executed in multiple counterparts, each of which shall be an original, but all of which, together, shall constitute one and the same instrument. The Parties consent to the use of electronic signatures and agree that the transaction may be conducted electronically pursuant to the Uniform Electronic Transactions Act, § 24-71.3-101, et seq., C.R.S.

// signature page to follow //

IN WITNESS WHEREOF, the Parties hereto have executed this Assignment Agreement on the date and year written below.

COUNTY OF EAGLE, STATE OF
COLORADO, By and Through Its
BOARD OF COUNTY COMMISSIONERS

By: _____
Matt Scherr, Chair

Attest:

By: _____
Regina O'Brien, Clerk to the Board

Date: _____

EAGLE VALLEY TRANSPORTATION
AUTHORITY

By: _____
Amy Phillips, Chair

Attest:

By: _____
Tanya Allen, Secretary

Date: _____



CLEVER DEVICES'
HARDWARE WARRANTY
AND
SOFTWARE MAINTENANCE AGREEMENT
TO
EAGLE COUNTY REGIONAL TRANSPORTATION
AUTHORITY
FOR
TWO (2) YEARS

AUGUST 3, 2023 REV4



CLEVER DEVICES' TRADEMARKS

Clever Devices®
AVM®
BusLink®
BusLink Switch®
BusTime®
BusTools®
BusWare™
CleverAnalytics®
CleverCAD®
CleverCare®
CleverCERT®
CleverCounter™
CleverReports®
CleverWare™
CleverWorks®
GH7™
GreyHawk 7™
IncidentAnalytics™
Incident Management™
IdleMonitor®
Intelligent Vehicle Network®
IVN®
Mtram®
M.A.I.O.R.®
PerfectNav™
Seymor®
SpeakEasy®
SmartYard®
TurnWarning®



CONTENTS

1	OVERVIEW.....	9
2	COMPANIES INVOLVED	10
2.1	CLEVER DEVICES LTD.....	10
2.2	TRANSIT AUTHORITY	10
3	TERMS OF AGREEMENT.....	11
3.1	SCOPE OF AGREEMENT	11
3.2	TERMS OF AGREEMENT.....	11
3.2.1	HARDWARE.....	11
3.2.2	SOFTWARE	11
3.3	ANNUAL RENEWAL AND EARLY TERMINATION	11
4	HARDWARE WARRANTY AGREEMENT	12
4.1	COVERED HARDWARE PRODUCTS.....	12
4.2	NEW MANUFACTURED PRODUCTS LIMITED WARRANTY.....	12
4.3	WARRANTY REPAIR POLICY	12
4.4	SPARE PARTS INVENTORY	12
4.5	OBTAINING WARRANTY SERVICE.....	13
4.6	FAILURE ANALYSIS.....	13
4.7	REPAIR	13
4.8	NON-WARRANTY REPAIR POLICY.....	14
4.9	GENERAL FIELD SERVICE RATES.....	14
4.10	NON-CLEVER DEVICES PRODUCT RECEIVED FOR REPAIR	14
4.11	CUSTOMER OWNED IT INFRASTRUCTURE	14
4.12	END OF SALE	15
4.13	END OF SERVICE LIFE.....	15
4.14	OEM WARRANTY	15
4.15	PRODUCT UPGRADES.....	15
4.16	FIELD SERVICE.....	15
5	SOFTWARE MAINTENANCE AGREEMENT	16
5.1	COVERED SOFTWARE PRODUCTS.....	16
5.2	GENERAL DEFINITIONS.....	16
5.3	SCOPE OF MAINTENANCE SUPPORT	16
5.4	TECHNICAL SUPPORT	17
5.4.1	ISSUE REPORTING	17
5.5	ISSUE TRACKING AND RESOLUTION	18
5.5.1	DETERMINE PRIORITY.....	18
5.6	TRACK AND RESOLVE ISSUE	18
5.7	REMOTE SUPPORT	18
5.8	FIELD SERVICES.....	19
5.9	ADDITIONAL SERVICES.....	19
5.10	EXCEPTIONS	19
5.11	COMMERCIAL OFF THE SHELF SOFTWARE (COTSS).....	20
5.12	CUSTOMER OWNED IT INFRASTRUCTURE	20
6	ADDITIONAL SCOPE OF WORK	21
7	SIGNATURE PAGE.....	22
	ATTACHMENT A – LIST OF COVERED HARDWARE PRODUCTS.....	23



ATTACHMENT B – LIST OF COVERED SOFTWARE PRODUCTS24

ATTACHMENT E – PRICING25

8 PRICING25

8.1 CONFIDENTIAL QUOTATION 25



DEFINITIONS

As used in this Agreement, the following capitalized terms shall have the meanings set forth below:

TERM	DEFINITION
"Additional Services"	Any future service not defined in this Agreement or included in the Statement of Work or Scope of Work.
"Agreement"	Means this Hardware Warranty and Software Maintenance Agreement, consisting of the signature pages, the Terms and Conditions, all exhibits, annexes, appendices, addenda and schedules, and each Amendment, if any.
"Bench Fee"	The fee that is charged to a Customer to perform non-warranty repairs.
"Beneficial Use"	<p>Software and Hosting: Upon the successful completion of mini-fleet testing.</p> <p>Hardware: Upon successfully passing installation Acceptance Test Procedure (ATP)</p> <p>Software only: Completion of software installation and training.</p>
"Category 2 Issue(s)"	Are / is a minor system failure(s). A minor system failure is any failure that prevents a subsystem from being used efficiently.
"Cloud Hosting" or "Hosted Solution"	Those applications that Clever Devices hosts on its servers and / or cloud service providers' server as part of the overall ITS solution.
"COTS" or "Commercial Off-The-Shelf"	Equipment or software which are then adapted to satisfy the needs of a Customer Solution
"Customer"	Refers to the Transit Authority who is a party to this Agreement.
"End of Life" or "EoL"	The date at which time a product (software or hardware) will be discontinued from availability.
"End of Sale"	The First phase of product discontinuance where the product is no longer available for purchase as a new purchase. The product will be available only for the use of repair or replacement.
"End of Service Life" or "EoSL"	The date at which time service and/or support will no longer be available on a product.
"General Field Service Rates"	Rates for services not covered under a service agreement.
"Hardware Product(s)"	Means the Clever Devices' goods provided to Customer per the initial agreement between Customer and Clever Devices.



"Hardware Warranty"	It is the repair or replacement of returned faulty hardware during the specified Warranty Period. This applies to onboard equipment provided by Clever Devices.
"Incident Priority"	Priority of an issue based on the impact of the issue.
"Intelligent Transportation System" or "ITS"	The Hardware and software comprising the Clever Devices solution deployed at Customer.
"IT INFRASTRUCTURE LIBRARY" OR "ITIL"	A framework of best practices for delivering IT Services.
"Maintenance"	Support services that are provided above or in addition to the Warranty
"Maintenance Period"	The duration of the maintenance subject to the terms and conditions as specified in Section 3.2 of this Agreement.
"Maintenance Window" or "Maintenance Outage:"	The period of time, agreed to by both the Customer and Clever Devices, where systems and/or applications are unavailable so that they may be updated or maintained.
"No Problem Found" or "NPF"	A fully functional product with no need for repair.
"Non-Warranty Repairs"	Any causes defined in the Agreement as not covered by the Hardware Warranty.
"Non-Warranty Product" or "Non-Warranty Parts"	Are products or parts provided that are not covered under this Agreement or any other existing agreement between Clever Devices and Customer.
"OEM Equipment"	That equipment that is not manufactured by Clever Devices. Clever Devices may, provide OEM equipment as part of the solution to the Customer
"OEM Warranty"	The warranty statement/agreement from OEM Equipment.
"Owner of Failure"	Determination of responsible for product fault based on diagnostics.
"Priority 1 Issue" or "P1" or "Critical Issue"	Any event or combination of events which causes 100% loss, outage or availability of the infrastructure, or hosted service and there is no viable workaround and affects the Customer's ability to use any of the contracted Services and / or Solutions.
"Priority 2 Issue" or "P2" or "Major Issue"	Any event or combination of events which causes partial loss, outage, or availability, resulting in serious degradation of Infrastructure Device or hosted service which partially prevents the use of contracted Service or some of its features.



"Priority 3 Issue" or "P3" or "Minor Issue"	Impaired performance of any specific infrastructure device, application or vehicle subsystem which affects the performance of the contract Service but does not prevent normal use with some limitations or finding alternate options.
"Priority 4 Issue" or "P4" or "Informational Issue"	Device/Service is functioning properly, unrelated to performance of the equipment, application, or Service.
"Remote Support"	Any support in which Clever Devices accesses the Customer's system or network using a secure Virtual Private Network (VPN) connection.
"Resolution Tracking Number" or "Case Number" or "Incident Number"	A categorized number assigned to a particular defect in the issue-tracking system. Any support in which Clever Devices accesses the Customer's system or network using a secure Virtual Private Network (VPN) connection.
"Return Merchandise Authorization" or "RMA"	Approval to return any product to Clever Devices.
"Scope of Work"	Referring to the scope of services offered in accordance with the Statement of Work.
"Service Level Agreement" or "SLA"	The level of service that Clever Devices commits to providing to the Customer
"Software Enhancement(s)"	A change in Software functionality or graphical user interface
"Software Error(s)"	A flaw in Software that causes it to produce an incorrect or unintended result.
"Software Defect(s)"	A flaw in Software that causes it to produce an incorrect or unintended result.
"Software License(s)"	Means the rights granted to Customer in accordance with Clever Devices' EULA, provided with the initial agreement between Clever Devices and Customer.
"Software Maintenance"	The maintenance provided for all components of the Software Product(s) purchased.
"Software Product(s)"	The specific Clever Devices' licensed product(s).
"Software Service(s)"	Referring to acts of service by Clever Devices regarding the software deployed at Customer's.



"Software Updates" or "Software Patches"	Either a modification or addition that, when made or added to the Software Product, brings the Software Product into material conformity with its published specifications. Software Updates are applied to Customer's existing version of software and include bug fixes. Referring to acts of service by Clever Devices regarding the software deployed at Customer's.
"Software Upgrade(s)"	New, standalone versions of a Software Product that may include major improvements and enhancements. An upgrade advances the product to a level of features or other enhancements which are above the original published and agreed specification, or product manual. Either a modification or addition that, when made or added to the Software Product, brings the Software Product into material conformity with its published specifications. Software Updates are applied to Customer's existing version of software and include bug fixes.
"Statement of Work"	The description of the services to be provided under this agreement between Clever Devices and Customer.
"System Acceptance" or "SA"	The point where the Customer has "signed off" and accepted the system is acceptable for standard use. The description of the services to be provided under this agreement between Clever Devices and Customer.
"Warranty"	The general agreement that Clever Devices guarantees its products are delivered without defects and will resolve any defects during the period of warranty. See "CD Hardware Warranty" and "CD Software Warranty"
"Warranty Period"	Means, in relation to any Goods, the warranty period specified in this Agreement or in accordance with the proposal submitted in response to the Request for Proposal.



1 OVERVIEW

This document sets forth Terms and Conditions of the basic Hardware Warranty Agreement and the Software Maintenance Agreement (the “Agreement”) between Eagle County Regional Transportation Authority and Clever Devices Ltd.



2 COMPANIES INVOLVED

2.1 CLEVER DEVICES LTD.

Clever Devices Ltd. ("Clever Devices") is a service provider to Eagle County Regional Transportation Authority.

Clever Devices' Contact

Monica Malhotra

Executive Vice President

516-403-8325

mmalhotra@cleverdevices.com

2.2 TRANSIT AUTHORITY

Eagle County Regional Transportation Authority ("Customer", "ECO") is the end user entity of Clever Devices' Intelligent Transportation Systems (ITS) Hardware and Software Products.

Eagle County Regional Transportation Authority Contact

Lance Trujillo

Transit Technology Administrator

970-328-3440

Lance.trujillo@eaglecounty.us



3 TERMS OF AGREEMENT

3.1 SCOPE OF AGREEMENT

This Agreement includes a Hardware Warranty and a Software Maintenance Agreement for the listed products, and a process for obtaining warranty service for the listed hardware products.

3.2 TERMS OF AGREEMENT

3.2.1 HARDWARE

The term of this Agreement is Two (2) Years, from May 1, 2023 to April 30, 2025, starting during the deployment stage and the contracted warranty phase of this Agreement. Hardware Products no longer under Warranty or not covered by a current, valid Hardware Warranty Agreement will require a full technical audit to determine the system's functionality and health.

3.2.2 SOFTWARE

The term of this Agreement is Two (2) Years, from May 1, 2023 to April 30, 2025, starting once the Software Warranty or previous Software Maintenance Agreement has expired. Support for licensed Software Products no longer under Warranty or not covered by a current, valid Software Maintenance Agreement will require repurchase of the Software License(s) or as otherwise mutually agreed upon between the parties in a signed writing.

3.3 ANNUAL RENEWAL AND EARLY TERMINATION

Clever Devices' Hardware Warranty and Software Maintenance Agreements renew automatically for one-year upon expiration of the current term unless written notice is provided prior to the expiration date. Ninety (90) days before the expiration date, Clever Devices will invoice the renewal at an increase to the expiring Agreement at a rate no greater than 3%.

If early termination of this Agreement is exercised, a cancellation penalty of the cost of the remaining balance of this Agreement will apply.



4 HARDWARE WARRANTY AGREEMENT

This Hardware Warranty Agreement provides warranty Terms and Conditions that include scope, policies, and procedures for maintenance of Hardware Product(s) supplied by Clever Devices and identified herein.

4.1 COVERED HARDWARE PRODUCTS

The Clever Devices Hardware Products covered by this Agreement is referenced in Attachment A. If the quantity of products changes during the term of this Agreement, the resulting additional fee will be prorated for the remaining portion of this Agreement.

See attached Attachment A.

4.2 NEW MANUFACTURED PRODUCTS LIMITED WARRANTY

Clever Devices guarantees that each product is free from defects in material and workmanship. Clever Devices also guarantees the performance of this product for the contracted terms.

If the product fails to operate as specified and has not been tampered with or abused during this Warranty Period, Clever Devices or its authorized service agents will have the option to repair or replace the defective part or the product at no cost to the Customer. Bench Fees will apply to any product received by Clever Devices with a "No Problem Found" (NPF) condition. NPF condition is defined as a fully functional product with no need for repair. Clever Devices will provide a quote for repairs for products returned with failures caused by improper use. The repairs will only take place once the Customer has authorized Clever Devices to do so. Such services by Clever Devices will be the original purchaser's sole and exclusive remedy.

It is the Customer's responsibility to make certain new products are not being purchased for the replacement of defective products under warranty.

Clever Devices will not honor credit requests on any defective or used product. Product replacement will be the only option available to the Customer. At the discretion of Clever Devices, limited quantities of restockable product may be returned for credit; the product must be unused and in the original unopened containers. A 25% restocking fee will be charged, and a credit will be issued only after the product has been received and inspected.

This warranty does not apply to: (a) damage caused by accident, abuse, misuse, misapplication or improper installation (b) damage caused by conditions outside Clever Devices' specifications, including but not limited to vandalism, fire, water, temperature, humidity, dust or other perils (c) to damage caused by service (including upgrades) performed outside the product specifications in documentation provided and by anyone who is not a Clever Devices authorized Technician (d) a product or a part that has been modified without the written permission of Clever Devices or (e) if any Clever Devices' serial number has been removed or defaced, (f) expendable or consumable parts, such as batteries and flashcards.

Clever Devices will not be liable for any special, incidental, or consequential damages for loss, damage directly or indirectly arising from Customer's use or inability to use the equipment either separately or in combination with other equipment, or for personal injury or loss or destruction of other property, or from any other cause.

4.3 WARRANTY REPAIR POLICY

A replacement or repaired product assumes the remaining warranty of the original product or 90 days post repair, whichever provides longer coverage. When a product is exchanged, the replacement product becomes the Customer's property, and the replaced product becomes the property of Clever Devices.

4.4 SPARE PARTS INVENTORY



In support of this Agreement, the Customer should maintain an inventory of Clever Devices' system components at the recommended level for use during completion of repairs. The Customer's Technician shall remove and replace a defective component with a spare and send the defective component to Clever Devices for analysis and repair or replacement. Shipping fees for repair units are covered on an individual event basis and not included in the service price. If there is no unit in the spares pool to support remove/replace/restoration activity, the repair will be delayed until spare equipment is delivered to the property.

4.5 OBTAINING WARRANTY SERVICE

The Customer is responsible for returning any defective products to Clever Devices. Products will not be accepted without a Return Merchandise Authorization (RMA) number. The Customer shall obtain an RMA number by contacting Clever Devices' Customer Service Department using the below. Clever Devices will respond to RMA requests within two (2) business days.

Customer Service Telephone: 1-888-478-3359

Customer Service Email Address: CSReturns@CleverDevices.com

In order to provide an RMA number, Clever Devices will need the following information:

- Item Description
- Clever Devices Part Number
- Serial Number
- Quantity being returned
- Reason for Return
- Bus Number, if applicable

Upon receipt of an RMA number, the Customer may send the product(s) to Clever Devices using the address indicated below. The Customer is responsible to ensure secure packaging of the product, preferably in the original box in which it was received. Boxes and shipping materials can be purchased from Clever Devices for a nominal fee. Clever Devices is not responsible for any damage to the product caused during transit or for any package lost in transit. The Customer shall assume the cost of all defective product shipments made to Clever Devices.

Return Shipping Address (unless otherwise specified by Clever Devices):

Clever Devices Ltd.
300 Crossways Park Drive
Woodbury, NY 11797
Attn: Customer Service Department
RMA Returns: RMA#....

4.6 FAILURE ANALYSIS

A Clever Devices' bench technician will evaluate products received and complete a Failure Analysis. If the product is repairable, Clever Devices will repair the product. If the product is not repairable, Clever Devices will replace the product with another from Clever Devices' inventory. The "Owner of Failure" will be assessed during evaluation and shall be reported to the Customer at time of completion. Clever Devices will make a best effort to return the repaired product or provide a replacement within 30 days of receiving it from the Customer. Clever Devices will provide the Customer with a detailed quotation and/or invoice for all costs associated with Non-Warranty Repairs prior to performing any repairs.

4.7 REPAIR



Upon a completed Failure Analysis and repair, if applicable, product(s) will be shipped back to the Customer. Clever Devices will only incur the cost for shipping products under warranty; the Customer is responsible for shipping cost for all Non-Warranty Repairs or replacements and/or “No Problem Found” conditions.

Customers may contact Clever Devices at any time during the warranty service process, for information regarding status.

4.8 NON-WARRANTY REPAIR POLICY

A Non-Warranty Repair is a repair made outside the scope of this maintenance Agreement and includes, but not limited to, vandalism, any modification not approved by Clever Devices, or use of the product outside its intended acceptable use.

Upon determination of a Non-Warranty Diagnosis, Clever Devices will present the Customer with a report providing the reason as well as a quote to repair the product that includes the bench time to diagnose the issue. The quote labor rates will be our standard rates as follows:

- \$170.00 for the first hour*
- \$ 85.00 per hour for each additional hour in 30 minute increments

*Minimum 1 hour charged for all Non-Warranty efforts. Parts as quoted.

Repairs of Non-Warranty equipment will begin upon acceptance of the quote by the customer.

Non-Warranty Repairs made in the field will be subject to the General Field Service Rates detailed below.

Repairs made by Clever Devices on products not under warranty carry a limited repair warranty of 90 days on services and replacement parts only. Defects in repair work or any parts replaced by Clever Devices will be corrected at no charge if the defect occurs within 90 days from shipment from our facility.

4.9 GENERAL FIELD SERVICE RATES

Field Service rates include actual cost of transportation using commercial coach, air, rail, bus, rental car, and cab facilities as applicable, including transportation to and from the airport. Receipts are required.

Mileage Allowance:	IRS Allowable rates
Personal Expenses:	Per Diem rates
Basic Rates:	\$150.00** per hour flat fee for actual time in Customer’s plant and for round-trip travel time for a Field Service Technician.
Miscellaneous:	Actual charges for other necessary items such as tolls, parking and freight charges.

**Rates for Field Service Technicians may vary because of weekend/holiday rates. Overtime rates are billed at time and a half. Requests for service which require personnel other than a Field Service Technician will be provided at time of request.

4.10 NON-CLEVER DEVICES PRODUCT RECEIVED FOR REPAIR

Product(s) received by Clever Devices for repair that were not manufactured or supplied by Clever Devices shall be returned to Customer. Customer shall be responsible for the shipping cost(s) associated with of each product, along with a processing fee.

4.11 CUSTOMER OWNED IT INFRASTRUCTURE



Unless otherwise specified in this agreement, the support and management of any customer owned IT Infrastructure, including, but not limited to:

- Servers
- Firewalls
- Routers
- Switches
- Network

Shall be the responsibility of the Customer. The Customer shall ensure that they are maintaining their IT Infrastructure in accordance with IT best practices as it relates to security, patching, memory, storage, and file maintenance. Clever Devices shall only be responsible for the support and maintenance of their applications that make use of the Customer's IT Infrastructure.

4.12 END OF SALE

The first phase of product discontinuance is the End of Sale. Clever Devices will notify all existing Customers, Ninety (90) days in advance, when a product is to no longer be available for sale. Any existing orders will be honored. On the date identified as the End of Sale, the product will no longer be available for purchase as new product. Only the replacement product will be offered/quoted for new sale. Customers may still purchase spare units during this period, but these units may not be used for new deployments.

4.13 END OF SERVICE LIFE

The final stage for a product is the End of Service Life. At this stage, Clever Devices will no longer be able to provide service or support for the product identified. Clever Devices will notify all existing Customers, Ninety (90) days in advance, End of Service Life. No service contracts will be available for this product. Any existing service contracts for this product will be supported till its next renewal date or anniversary date, whichever occurs first.

4.14 OEM WARRANTY

Should, as part of the original deployment, Clever Devices provide any products from a third party (OEM), unless otherwise specified in this agreement, that OEM hardware shall be covered by this warranty. It should be noted that turnaround times for repair/replacement service may be different than what Clever can offer due to any terms from the OEM.

4.15 PRODUCT UPGRADES

Hardware upgrades are not part of this Agreement.

4.16 FIELD SERVICE

Clever Devices Field Service dispatch is not included as part of this Agreement.



5 SOFTWARE MAINTENANCE AGREEMENT

This Software Maintenance Agreement provides Terms and Conditions that include definitions and maintenance procedures for the Software Product(s) supplied by Clever Devices and identified under section 5.1, Covered Software Products. This Agreement is subject to the End User License Agreement (EULA) for these product(s) and performance of features and functions as outlined in the User Manual or Acceptance Test Procedure document.

5.1 COVERED SOFTWARE PRODUCTS

The Clever Devices Software Products covered by this Agreement is referenced in Attachment B. If the quantity of products changes during the term of this Agreement, the resulting additional fee will be prorated for the remaining portion of this Agreement.

See attached Attachment B.

5.2 GENERAL DEFINITIONS

Customer:	The single end-user organization (license holder of the Software Product) signing this Agreement and authorized to use the Program(s).
Software Product:	The specific Clever Devices licensed product(s).
Software Update(s):	Either a modification or addition that, when made or added to the Software Product, brings the Product into material conformity with its published specifications. Software Updates are applied to Customer's existing version of software and include bug fixes.
Software Upgrade(s):	New, standalone versions of a Software Product that may include major improvement and enhancements. An upgrade advances the product to a level of features or other enhancements which are above the original published and agreed specification, or product manual.
Software Maintenance:	The maintenance provided for all components of the Software Product purchased.
Maintenance Period:	The duration of the maintenance subject to the terms and conditions as specified in section 3 "Terms of Agreement".

5.3 SCOPE OF MAINTENANCE SUPPORT

During the maintenance term, Clever Devices agrees to provide basic maintenance services in support of the licensed Software Product. Maintenance services shall consist of:

Data or Data Backups:	Neither Data nor Data Backups are covered under this agreement. The Customer is responsible for backing up and maintaining their data.
Field Service Labor:	Unless specified in this agreement, deployment of Clever Devices Field Services labor is not covered for software updates or software upgrades but may be quoted on an as needed basis.
Software Update(s):	Customers with valid Software Maintenance Agreements are entitled to Software Updates for all licensed products. Software Updates may incorporate corrections of any substantial defects or fixes of any minor malfunction. In addition, Software Updates may include Software Enhancements to the Software that are implemented at the sole discretion of Clever Devices. Software Updates do not



	cover Clever Devices' *deployment labor, training, hardware upgrades, data or data backups.
Software Upgrade(s):	Customers with valid Software Maintenance Agreements are entitled to Software Upgrades for all licensed products. Software Upgrades do not cover Clever Devices' *deployment labor, training, hardware upgrades, data or data backups.
Software Error and Defect Corrections:	Clever Devices shall be responsible for using all reasonable diligence to correct verifiable and reproducible errors when reported to Clever Devices in accordance with its standard reporting procedures. Reported defects will be reviewed by Clever Devices. Reported defects are defined as: <ul style="list-style-type: none"> • *Defect: To be corrected by the next maintenance release. Deployment labor will not be charged to correct any defects, including bugs fixes. • Enhancement: Desirable enhancement which will be reviewed for inclusion in the next maintenance release.
Training:	Unless otherwise specified in this agreement, training is not covered as part of any software update or software upgrade

Error and release testing will be performed at Clever Devices' offices. Reported errors will be tested on a test platform in a controlled environment. If applicable, ECO will supply Clever Devices with a copy of the most current database associated with software version for which errors have been reported.

While Clever Devices will perform all testing in their environment, it is not possible to account for the exact Customer environment and Clever Devices cannot guarantee an issue free deployment unless the Customer has their own test/dev environment.

5.4 TECHNICAL SUPPORT

For all Clever Devices' products covered under warranty or by a current, valid Maintenance Agreement, Clever Devices' service organization provides technical support 24 hours a day, 7 days a week, 365 days a year. Regular business hours are Monday through Friday, 8:30am to 5:30pm Eastern Time. All other times are considered "after-hours" subject to a "call back" from one of our Technical Support Engineers. Clever Devices will escalate issues to third-party vendors for Clever Devices' Products running third-party application software. Support times from third-party vendors vary and may not be consistent with that of Clever Devices.

5.4.1 ISSUE REPORTING

The Customer is responsible for reporting all discovered issues to Clever Devices' Technical Support Department. Once Clever Devices is contacted by phone or email, a Technical Support Representative and the Technical Supervisor are notified; if necessary, the Sr. Vice President of Client Services are also notified.

Clever Devices routinely provides agencies two methods for requesting technical support: using a toll-free number or email to our Technical Support service. Contacts for Clever Devices' service and support during regular business hours are as follows:

Technical Support Number: 1-888-478-3359
Email Address: CleverSupport@CleverDevices.com

All after-hour calls should only be made to the Technical Support Department phone. After-hour calls will be forwarded to an answering service and then to a Clever Devices on-call Technical Support



Representative. For Critical (Priority 1) or Major (Priority 2) issues, Clever Devices requests that the Customer contact Technical Support via phone for a more immediate response.

5.5 ISSUE TRACKING AND RESOLUTION

Upon receipt of a support request, our Technical Support Department will open an incident, assign an Incident Number and priority. Our Technical Support Department will proceed to troubleshoot the problem, escalating as required.

When contacting the TAC for support, the Customer should make sure that they have the following information available:

- Customer name and location
- Contact phone number and email
- Product name that is experiencing an issue
- Serial number and vehicle number if available
- Software version
- Description of issue
- Steps taken by Customer to troubleshoot

5.5.1 DETERMINE PRIORITY

A Technical Support Representative determines the issue's priority by following the IT Infrastructure Library (ITIL) approach on Priority.

Priority Definitions

Priority Level	Name	Definition
P1	Critical	Any event or combination of events which causes 100% loss, outage or availability of the infrastructure, or hosted service and there is no viable workaround and affects the Customer's ability to use any of the contracted Services/Solutions.
P2	Major	Any event or combination of events which causes partial loss, outage, or availability, resulting in serious degradation of Infrastructure Device or hosted service which partially prevents the use of contracted Service or some of its features.
P3	Minor	Impaired performance of any specific infrastructure device, application or vehicle subsystem which affects the performance of the contract Service but does not prevent normal use with some limitations or finding alternate options.
P4	Info	Device/Service is functioning properly, unrelated to performance of the equipment, application, or Service.

5.6 TRACK AND RESOLVE ISSUE

Clever Devices utilize a tracking system to manage and store Customer issues, reported defects and any new features, and improvements made during our software development lifecycle. Once categorized, issues will be entered into the tracking system and monitored through closure. The issue-tracking system will assign a Resolution Tracking Number that will be provided to Customer. Upon discovery of an error, and if requested by Clever Devices, Customer agrees to submit a listing of any data, including data log files, so we may reproduce the error and the operating conditions under which the error occurred or was discovered.

5.7 REMOTE SUPPORT



With permission from ECO, Clever Devices will provide Customer with Remote Support as necessary, using a secure Virtual Private Network (VPN) connection or other mutually agreed upon remote access system. Through this connection Clever Devices will have the ability to logon to Customer’s internal network and then access the deployed system(s) to assess and diagnose issues, update code, or deliver bug fixes. Should remote access not be available, due to lack of access or permission from the Customer, any Service Level Agreements (“SLAs”) that may be impacted due to this lack of access will be excluded from remote support.

Clever Devices agrees to comply with the Customer’s ITS connection policy, barring the policy and procedure does not impede troubleshooting or functionality of Clever Devices’ system. Clever Devices will not access Customer’s internal network for any purpose other than technical online support, as provided in this proposal.

5.8 FIELD SERVICES

Clever Devices Field Service dispatch is not included as part of this agreement.

5.9 ADDITIONAL SERVICES

In support of the Software Product(s), Clever Devices may provide Additional services, per Agreement with the Customer, subject to payment of their normal charges and expenses. Additional Services may include

- | | |
|--|---|
| Upgrade and Update Installation/Deployment Labor: | Clever Devices can offer assistance to help ECO test, install and operate each new release of licensed Software Products. This assistance will be quoted at the time of each request unless contracted for on an annual basis. |
| Custom Enhancements: | Clever Devices will consider and evaluate the development of additional enhancements for specific use and will respond to requests for Additional services pertaining to the Software Product. Each response for an enhancement will include a cost to produce the enhancement. |
| Integration: | Integration with third-party software initially, or resulting from changes or updates to those products, will be quoted upon request. |

5.10 EXCEPTIONS

The following are not covered by this Software Maintenance Agreement:

- Any problems resulting from failures of the hardware platform on which the software is installed, or problems resulting from hardware or network devices connected or installed on the hardware platform on which the software is installed.
- Any problem resulting from misuse, improper use, alteration, or damage of the Software Product(s).
- Errors in any version of the Software Product(s) other than the most recent update delivered and deployed to Customer.
- Problems and errors resulting from improper installation of the delivered Software Product by the end user, or problems and errors resulting from the installation of software or hardware products not approved by Clever Devices for use with this product.

The Customer will be responsible for paying Clever Devices’ normal charges and expenses for time or other resources provided by Clever Devices to diagnose or attempt to correct any such problem. In addition, the Customer will be responsible for procuring, installing, and maintaining all equipment, communication interfaces, and other hardware or software necessary to operate the Software Product(s) and to obtain maintenance services from Clever Devices. Clever Devices will not be responsible for delays caused by events or circumstances beyond its reasonable control.



Requests for support for licensed Software Products no longer under Warranty or not covered by a current, valid Software Maintenance Agreement will require repurchase of the Software License(s).

5.11 COMMERCIAL OFF THE SHELF SOFTWARE (COTSS)

COTS Software that is in use and required to deploy the Clever Devices' solution will be managed and maintained by the Customer unless otherwise explicitly stated otherwise in this agreement. Some examples of COTS software are, but not limited to: Computer Service Operating System Software, Sequel Database Software, Virus Protection Software, any security protection software. It is the sole responsibility of the Customer to ensure that they are maintaining their COTS environment.

5.12 CUSTOMER OWNED IT INFRASTRUCTURE

Unless otherwise specified in this agreement, the support and management of any customer owned IT Infrastructure, including, but not limited to:

- Servers
- Firewalls
- Routers
- Switches
- Network

Shall be the responsibility of the Customer. The Customer shall ensure that they are maintaining their IT Infrastructure in accordance with IT best practices as it relates to security, patching, memory, storage and file maintenance. Clever Devices shall only be responsible for the support and maintenance of their applications that make use of the Customer's IT Infrastructure.



6 ADDITIONAL SCOPE OF WORK

Please see Attachment C, if applicable.



7 SIGNATURE PAGE

IN WITNESS WHEREOF, the parties hereto have executed this Contract on the day and year first above written.

Clever Devices Ltd.

CONTRACTOR

By:

DocuSigned by:

Monica Malhotra

5288C42C9EE64B2...
(Signature)

Name: Monica Malhotra

(Print)

Title: EVP Operations

Dated: 9/5/2023

Eagle County Regional Transportation Authority

CUSTOMER

By:

DocuSigned by:

Jeff Shroll

(Signature) Authorized Representative

Name: Jeff Shroll

(Print)

Title: County Manager

Dated: 9/5/2023



ATTACHMENT A – LIST OF COVERED HARDWARE PRODUCTS

Product	Quantity
IVN4 (7x) & IVN5 (7x) Controller	14
Transit Control Head (TCH)	14
Multi-Band Antenna	34
APC	34
AVC Microphone	34
Interior LED Sign	34
Audio Sears Handset	34
Exterior Speakers	34



ATTACHMENT B – LIST OF COVERED SOFTWARE PRODUCTS

Product	Quantity
Clever CAD	34
CleverReports	34
DCC	34
BusLink	34
CleverWorks	34
Sched21	34
BusTime	34
Onboard Software for above products	34
TextMarks SMS Service	1



ATTACHMENT E – PRICING

8 PRICING

8.1 CONFIDENTIAL QUOTATION

ATTN:	Lance Trujillo	DATE:	August 3, 2023
COMPANY:	ECO	FAX:	
EMAIL:	lance.trujillo@eaglecounty.us	OPP ID #	0063s00000Drlbu Rev4
		PR # in SF	8378
ADDRESS:	3289 Cooley Mesa Road, P.O. Box 1070 Gypsum, CO 81637	RE:	Renewal Agreement 5/1/2023 – 4/30/2025
PHONE:	970-328-3440		

Clever Devices is pleased to submit the following quotation, subject to the terms and conditions listed below.

Item	Qty	Description	Unit Price	Extended Price
Annual Hardware Warranty 5/1/2023 - 4/30/2024				
1	LOT	Hardware Warranty	\$11,619.00	\$11,619.00
Annual Software Maintenance 5/1/2023 - 4/30/2024				
2	LOT	Computer Aided Dispatch/Automatic Vehicle Location (CAD/AVL)	\$28,874.00	\$28,874.00
3	LOT	CleverWorks	\$15,021.00	\$15,021.00
4	LOT	BusTime	\$4,982.00	\$4,982.00
5	LOT	Automatic Passenger Counting (APC)	\$6,213.00	\$6,213.00
6	LOT	TextMarks SMS Service (2 Months) <u>Includes:</u> - 35,000 text messages (in or out) - 15 standard keywords, 1 4-character keywords - Unlimited subscribers - Additional text messages \$0.022 per msg (in or out) - Additional keywords: - \$10 standard - \$25 4-character, \$40 3-character/reserved	\$1,558.00	\$1,558.00
Total Hardware Warranty & Software Maintenance 5/1/2023 - 4/30/2024				\$68,267.00
Annual Hardware Warranty 5/1/2024 - 4/30/2025				
7	LOT	Hardware Warranty	\$11,967.00	\$11,967.00
Annual Software Maintenance 5/1/2024 - 4/30/2025				
8	LOT	Computer Aided Dispatch/Automatic Vehicle Location (CAD/AVL)	\$29,739.00	\$29,739.00
9	LOT	CleverWorks	\$15,472.00	\$15,472.00
10	LOT	BusTime	\$5,131.00	\$5,131.00



11	LOT	Automatic Passenger Counting (APC)	\$6,400.00	\$6,400.00
12	LOT	TextMarks SMS Service <u>Includes:</u> - 35,000 text messages (in or out) - 15 standard keywords, 1 4-character keywords - Unlimited subscribers - Additional text messages \$0.022 per msg (in or out) - Additional keywords: - \$10 standard - \$25 4-character, \$40 3-character/reserved	\$9,626.00	\$9,626.00
Total Hardware Warranty & Software Maintenance 5/1/2024 - 4/30/2025				\$78,335.00

Notes:

- With a commitment from Eagle County, via purchase order for 2 years, Clever Devices will include one software upgrade for each product during this support term at no charge. In addition this 2 year commitment also secures extended vendor commitments for 3rd party products. Clever Devices standard yearly invoicing policy would still apply.
- IVN3 Controller and VGA Transit Control Head are end of life support which has been removed from this agreement.
- Eagle County is permitted to assign its rights and obligations under this Agreement to Eagle Valley Transit Authority ("EVTA"). Eagle County to notify Clever Devices as to the effective date of the assignment and shall register EVTA as a Clever Devices customer for invoicing and payment purposes.

Payment Milestones:

- Invoices for annual services will be issued 30 days prior to the start of the contract term.

XXXXXXXX

Chris Gates
Strategic Account Manger
516-749-5834

mc

**Agenda Item Details**

Meeting	Jan 01, 2050 - *****Signature Workflow*****
Category	A. BoCC Signature
Subject	Assignment and Assumption for Freshdesk Agreement by and Between Eagle County, Colorado and Eagle Valley Transportation Authority
Access	Public
Type	Action (Consent)
Preferred Date	Jul 30, 2024
Absolute Date	Jul 30, 2024

Public Content

Prepared By: Abby Dallmann

Department: Administration

Executive Summary: Eagle County wishes to reassign this contract for IT services with Freshdesk to Eagle Valley Transportation Authority for its ongoing operations of the bus system.

Reviewing Attorney: Lane Sheldon

- **BoCC signature?:** Yes

Administrative Content**Executive Content**

Items of a routine and non-controversial nature are placed on the consent agenda to allow the Board of County Commissioners to spend its time and energy on more important items on a lengthy agenda. Any Commissioner may request that an item be REMOVED from the consent agenda and considered separately. Any member of the public may REQUEST any item be REMOVED from the consent agenda.

**ASSIGNMENT AND ASSUMPTION OF AGREEMENT BETWEEN
EAGLE COUNTY
and
FRESHWORKS INC.**

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (“**Assignment Agreement**”) is made by and between the Board of County Commissioners of the County of Eagle, State of Colorado, a body corporate and politic (“**County**”), and the Eagle Valley Transportation Authority, a body corporate and politic (“**EVTA**”), which may be referred to herein individually as a “**Party**” or collectively as the “**Parties**.” The effective date of this Assignment Agreement is August 4, 2024.

RECITALS

WHEREAS, the Eagle County Regional Transit Authority (“**ECO Transit**”) is a department of the County that has historically provided public transportation services funded by voter-authorized Eagle County 0.5% Transportation Sales Tax; and

WHEREAS, in November 2022, the EVTA was established pursuant to Title 43, Article 4, Part 6 of the Colorado Revised Statutes by approval of voters in Eagle County, the towns of Avon, Eagle, Minturn, Red Cliff and Vail, and Beaver Creek Metro District, and in accordance with the Eagle Valley Transportation Authority Intergovernmental Agreement dated September 1, 2022 (the “**EVTA IGA**”) for the purpose of financing, constructing, operating, improving and maintaining a regional transportation system in the Eagle River Valley of Eagle County, Colorado; and

WHEREAS, pursuant to the EVTA IGA, the County and EVTA agree that the EVTA will assume responsibility for existing transit services as historically provided by ECO Transit in accordance with a framework established by the EVTA IGA Transition Plan (the “**Transition Plan**”); and

WHEREAS, the Transition Plan includes the transfer of equipment, assets, existing contractual agreements, and operations from the County to EVTA, including technology software and hardware, and aims to ensure continuity of service for Eagle County residents and visitors; and

WHEREAS, pursuant to a Service Order Form dated August 28, 2023, a copy of which is attached hereto as **Exhibit A** and incorporated herein by this reference (the “**Freshworks Order**”) and the Freshworks Terms of Service, attached hereto as **Exhibit B** and incorporated herein by this reference (the “**Terms of Service**”; collectively, the Freshworks Order and the Terms of Service shall be referred to as the “**Freshworks Agreement**”), the County and Freshworks Inc. (“**Contractor**”) contracted for certain services and customer relationship management software; and

WHEREAS, the County wishes to assign, and EVTA wishes to assume, the County’s rights and obligations under the Freshworks Agreement, which is permitted by section 12(b) as

the Transition Plan involves the transfer of all or substantially all ECO Transit assets, and informal notice of such transfer and this assignment has been provided to Contractor; and

WHEREAS, this Assignment Agreement furthers cooperation between governmental entities pursuant to Title 29, Article 1, Part 2 of the Colorado Revised Statutes, as amended and Article XIV, Section 18 of the Colorado Constitution.

NOW, THEREFORE, in consideration of the promises, covenants and conditions contained herein, the Parties agree as follows:

1. Assignment and Assumption. The County hereby transfers and assigns to EVTA all of its rights and obligations under the Freshworks Agreement, and EVTA accepts such assignment and agrees that it shall hereinafter perform its obligations and duties under and subject to the terms of the Freshworks Agreement. The Parties agree that upon the effective date of this Assignment Agreement, the County shall have no further obligation or liability under the terms of the Freshworks Agreement.
2. Entire Agreement. This Assignment Agreement represents the full and complete understanding of the Parties, and supersedes any prior agreements, discussions, negotiations, representations or understandings of the Parties with respect to the subject matter contained herein.
3. Counterparts, Electronic Signatures and Electronic Records. This Assignment Agreement may be executed in multiple counterparts, each of which shall be an original, but all of which, together, shall constitute one and the same instrument. The Parties consent to the use of electronic signatures and agree that the transaction may be conducted electronically pursuant to the Uniform Electronic Transactions Act, § 24-71.3-101, et seq., C.R.S.

// signature page to follow //

IN WITNESS WHEREOF, the Parties hereto have executed this Assignment Agreement on the date and year written below.

COUNTY OF EAGLE, STATE OF
COLORADO, By and Through Its
BOARD OF COUNTY COMMISSIONERS

By: _____
Matt Scherr, Chair

Attest:

By: _____
Regina O'Brien, Clerk to the Board

Date: _____

EAGLE VALLEY TRANSPORTATION
AUTHORITY

By: _____
Amy Phillips, Chair

Attest:

By: _____
Tanya Allen, Secretary

Date: _____

EXHIBIT A**Change Order Form**

CUSTOMER INFORMATION			
Billing Contact information		Shipping Contact Information	
Contact Name: Lance Trujillo		Contact Name (Shipping): Lance Trujillo	
Organization: ECO Transit		Organization: ECO Transit	
Email address: lance.trujillo@eaglecounty.us		Email address: lance.trujillo@eaglecounty.us	
Phone:		Phone:	
Bill-To Address: PO Box 850 Eagle - 81631 Colorado CO United States		Ship-To Address: PO Box 850 Eagle - 81631 Colorado CO United States	
Payment Terms:	Same as existing Terms	Payment Method:	Same as existing Terms
Billing Frequency:	Annual	PO Number (if applicable):	



Product Instance ID	Product Instance Domain
888098	ecotransit.freshdesk.com

Type	Item Name	List Price	Net price/Unit	Quantity	Billing Effective Date	Billing End Date	Net Price
Product	Freshdesk Support Desk - Pro Annual USD	\$49	\$49	2	August 15, 2023	June 7, 2024	\$960.13
Total Net Price							\$960.13

COMMERCIAL TERMS
<ul style="list-style-type: none"> The Prorated Charges specified on the Form are estimates only, actual charges may vary when the invoice is generated. Additional costs for add-ons (if any in the existing Agreement) corresponding to the number of agents added will be applicable. All other commercial terms will be as per the existing Terms.

TERMS
<ul style="list-style-type: none"> For any third-party offering or services purchased by a Customer (through the Freshworks Marketplace, provided directly by such third-party, or otherwise facilitated by Freshworks), shall be governed by the applicable customer agreement provided by such third-party and not the Agreement. Customer acknowledges that Freshworks is not responsible for such third party offering or services and Freshworks disclaims all liability resulting from the use of such third-party offering or services. Any applicable tax relevant to the particular State/Country will be levied depending on the shipping address. The continued activation of Customer's Account is based on the successful payment of the Subscription Charges. This Service Order Form is governed by the Freshworks Terms of Service found at https://www.freshworks.com/terms/, unless Customer has a written Freshworks master services agreement executed between Customer and Freshworks Inc. for the Services purchased hereunder, in

<p>which case such written Freshworks master services agreement will govern (in either case, the "Agreement").</p> <ul style="list-style-type: none">• The Freshworks Products listed above may have supplemental terms associated with their use which are available at https://www.freshworks.com/terms/supplemental-terms/.• By signing below, Customer represents that the signor is a duly authorized agent of Customer and hereby waives all claims to the contrary.		

Freshworks Inc.		ECO Transit	
Name	Brian Ernst	Name	Jeff Shroll
Title	Authorized Signatory	Title	County Manager
Signature	<div>DocuSigned by:  A368B659C42E4C3...</div>	Signature	<div>DocuSigned by:  E7639644A328424...</div>
Date	August 14, 2023 2:36 PM EDT		8/28/2023



Certificate Of Completion

Envelope Id: 05CE2BE6A7C64F809D903D3FB7C4801D

Status: Completed

Subject: Complete with DocuSign: Freshworks - Eco Transit - SOF - 1998332.pdf

Source Envelope:

Document Pages: 2

Signatures: 1

Envelope Originator:

Certificate Pages: 5

Initials: 0

Deal-desk-docusign

AutoNav: Enabled

Stamps: 1

2950 S Delaware St Suite 201

Enveloped Stamping: Enabled

San Mateo, CA 94403

Time Zone: (UTC-08:00) Pacific Time (US & Canada)

deal-desk-docusign@freshworks.com

IP Address: 171.78.164.98

Record Tracking

Status: Original

Holder: Deal-desk-docusign

Location: DocuSign

8/14/2023 12:45:45 PM

deal-desk-docusign@freshworks.com

Signer Events

Deal-desk-docusign

deal-desk-docusign@freshworks.com

Freshworks Inc.

Security Level: Email, Account Authentication (None)

Signature

Using IP Address: 171.78.164.98

Timestamp

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Viewed: 8/14/2023 12:58:48 PM

Signed: 8/14/2023 12:58:53 PM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Brian Ernst

brian.ernst@freshworks.com

Authorized Signatory

Freshworks Inc.

Signing Group: Standard Contracts -GroupA

Security Level: Email, Account Authentication (None)

DocuSigned by:

A368B659C42E4C3...

Sent: 8/14/2023 12:59:00 PM

Viewed: 8/14/2023 1:36:20 PM

Signed: 8/14/2023 1:36:32 PM

Signature Adoption: Pre-selected Style

Using IP Address: 71.205.17.115

Signed using mobile

Electronic Record and Signature Disclosure:

Accepted: 7/26/2023 12:29:41 PM

ID: 1df2df7d-671d-4125-adf7-35c7a72209a1

In Person Signer Events**Signature****Timestamp****Editor Delivery Events****Status****Timestamp****Agent Delivery Events****Status****Timestamp****Intermediary Delivery Events****Status****Timestamp****Certified Delivery Events****Status****Timestamp****Carbon Copy Events****Status****Timestamp**

Faneendra Sharma

faneendra.sharma@freshworks.com

Security Level: Email, Account Authentication (None)

Sent: 8/14/2023 1:36:39 PM

Viewed: 8/14/2023 1:39:56 PM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Witness Events**Signature****Timestamp**

Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	8/14/2023 12:58:35 PM
Certified Delivered	Security Checked	8/14/2023 1:36:20 PM
Signing Complete	Security Checked	8/14/2023 1:36:32 PM
Completed	Security Checked	8/14/2023 1:36:39 PM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

CONSUMER DISCLOSURE

From time to time, Freshdesk (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign, Inc. (DocuSign) electronic signing system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the "I agree"™ button at the bottom of this document.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after signing session and, if you elect to create a DocuSign signer account, you may access them for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign "Withdraw Consent"™ form on the signing page of a DocuSign envelope instead of signing it. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures

electronically from us.

How to contact Freshdesk:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: legal@freshdesk.com

To advise Freshdesk of your new e-mail address

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at legal@freshdesk.com and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc. to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in the DocuSign system.

To request paper copies from Freshdesk

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to legal@freshdesk.com and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Freshdesk

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to legal@freshdesk.com and in the body of such request you must state your e-mail, full name, US Postal Address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Operating Systems:	Windows® 2000, Windows® XP, Windows Vista®; Mac OS® X
Browsers:	Final release versions of Internet Explorer® 6.0 or above (Windows only); Mozilla Firefox 2.0 or above (Windows and Mac); Safari®, 3.0 or above (Mac only)
PDF Reader:	Acrobat® or similar software may be required to view and print PDF files
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	Allow per session cookies

** These minimum requirements are subject to change. If these requirements change, you will be asked to re-accept the disclosure. Pre-release (e.g. beta) versions of operating systems and browsers are not supported.

Acknowledging your access and consent to receive materials electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the "I agree"™ button below.


By checking the "I agree"™ box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC CONSUMER DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify Freshdesk as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by Freshdesk during the course of my relationship with you.



EXHIBIT B

Freshworks Terms of Service



TermScout Certified Contract

Terms of Service

This contract has been carefully reviewed and certified **Customer Favorable** by **TermScout**, an independent contract rating company.

[SEE TERMSCOUT REVIEW >](#)

For an independent review and summary of the Freshworks Terms and Conditions of Service, see our Term Scout rating.

TERMS



For the prior version, please click [here](#).

BY ACCEPTING THIS AGREEMENT OR ACCESSING OR USING THE SERVICE, YOU ARE AGREEING TO THE TERMS AND CONDITIONS OF THIS AGREEMENT.

IF YOU ARE USING ANY SERVICE AS AN EMPLOYEE, AGENT, OR CONTRACTOR OF A CORPORATION, PARTNERSHIP OR SIMILAR ENTITY, THEN YOU REPRESENT AND WARRANT THAT YOU HAVE THE AUTHORITY TO SIGN FOR AND BIND SUCH ENTITY IN ORDER TO ACCEPT THE TERMS OF THIS AGREEMENT. THE RIGHTS GRANTED UNDER THIS AGREEMENT ARE EXPRESSLY CONDITIONED UPON ACCEPTANCE BY SUCH AUTHORIZED PERSONNEL.

Modifications to this Agreement: From time to time, Freshworks may modify this Agreement. Unless otherwise specified by Freshworks, changes become effective for Customer upon renewal of the then-current Subscription Term or entry into a new Service Order Form after the updated version of this Agreement goes into effect. Freshworks will use reasonable efforts to notify Customer of the changes through communications via Customer's Account, email or other means.

The **"Effective Date"** of this Agreement is the date which is the earlier of (a) Customer's initial access to any Service through any online provisioning, registration or order process or (b) the effective date of the first Service Order Form, as applicable, referencing this Agreement. This Agreement will govern Customer's initial purchase on the Effective Date as well as any future purchases made by Customer that reference this Agreement.

These Terms of Service (the **"Agreement"**) is entered into by and between **Freshworks Inc.**, a Delaware corporation (**"Freshworks"** or **"Provider"**) and the person or entity placing an order for or accessing the Service (**"Customer"** or **"you"**). In consideration of the terms and conditions set forth below, the parties agree as follows:

1. Provision of Service. Freshworks will make the Services and Software available to Customer pursuant to this Agreement, the Supplemental Terms (where applicable), the applicable SOF, and the Documentation, and provide such Services in accordance with this Agreement, including the [Data Processing Addendum](#) ("DPA"), the [Professional Services Agreement](#) ("PSA"), the BAA, if applicable (as defined below), the laws and government regulations applicable to Freshworks' business, during each Subscription Term, and if applicable, the Privacy Notice. During the Subscription Term, Freshworks grants to Customer a limited, non-exclusive right to access and use the Services and Software only for its internal business purposes, for up to the number of Users included in the Service Plan or otherwise noted in the

TERMS



2. Responsibilities of Customer

a. Customer Account. Customer may need to register for an Account in order to place orders or access or receive the Services. Customer agrees to keep its Account information current, accurate, and complete so that Freshworks may send notices, statements, and other information to Customer via email or through its Account, which notifications will be subject to this Agreement and the Privacy Notice. Customer will be responsible for maintaining the confidentiality of User login information and credentials for accessing the Services and will notify Freshworks promptly of any loss, misuse, or unauthorized disclosure of such login information and/or credentials of which Customer becomes aware. Freshworks and its Affiliates will not be liable for any damage or loss that may result from Customer's breach of the foregoing obligations.

b. Acceptable Use. Customer may only use the Services in accordance with the Documentation, subject to the use limitations indicated in any Service Order Form pursuant to which Customer subscribes to the Services, and the terms of this Agreement. Customer agrees to comply with the Freshworks Acceptable Use and Conduct Policy (as defined below) which is hereby incorporated into this Agreement.

c. Use Restrictions. Customer agrees not to use the Freshworks Technology (as defined below): (i) to process data on behalf of any third party other than Customer's Users and End Users; (ii) in violation of applicable law; (iii) to store or transmit any content that infringes upon any third party's intellectual property rights; (iv) for competitive intelligence or performance benchmarking purposes; (v) to license, sublicense, sell, resell, rent, lease, transfer, assign, distribute, time share or otherwise commercially exploit or make the Freshworks Technology available to any third party other than Users and End Users, and then only in furtherance of its permitted business purposes as expressly permitted by this Agreement; (vi) to falsely imply any sponsorship or association with Freshworks; or (vii) to decompile, reverse engineer, disassemble, reproduce, or copy or otherwise access or discover the source code or underlying program of any portion of Freshworks Technology.

3. Customer Data

a. Use of Customer Data. As between the parties, Customer and its licensors retain all right, title, and interest (including any and all intellectual property rights) in and to the Customer Data and any modifications made thereto in the course of the operation of the Freshworks Technology. Subject to the terms of this Agreement, Customer hereby grants to Freshworks and its Affiliates a non-exclusive, worldwide, royalty-free right to process the Customer Data solely

TERMS



by law. Customer is solely responsible for the accuracy, content, and legality of all Customer Data. Customer warrants that Customer has and will have sufficient rights in the Customer Data to grant the rights to Freshworks under this Agreement. If Customer is subject to the US Health Insurance Portability and Accountability Act of 1996 and its implementing regulations (“**HIPAA**”), Customer may not upload protected health information (“**PHI**”) as defined by HIPAA, unless Customer has entered into a business associate agreement with Freshworks, which will govern the parties’ respective obligations with respect to any PHI uploaded by Customer to the Services, Software, or Mobile Apps (“**BAA**”).

b. Data Security. The parties will comply with the terms of the DPA, which is incorporated into this Agreement by this reference, with respect to the provision and processing of Personal Data as defined in the DPA. Freshworks will use appropriate technical and organizational measures in the Services to protect the Customer Data from unauthorized access, processing, loss, or disclosure. Freshworks measures are designed to provide a level of security appropriate to the risk of processing the Customer Data within the Services. Customer understands that Freshworks and its Affiliates will process Customer Data in accordance with applicable data protection laws, this Agreement, including the DPA, and the Privacy Notice.

4. Intellectual Property

a. Ownership Rights. Customer Data is Customer’s Confidential Information under this Agreement. Customer and its licensors retain all right, title, and interest in and to the Customer Data and all of Customer’s Confidential Information provided under this Agreement, and Freshworks obtains no rights in the foregoing except for the express rights granted in this Agreement and the Privacy Notice. Freshworks and its licensors retain all right, title, and interest in and to Freshworks Technology and Usage Data (as defined below). Customer acknowledges that the Services are offered as online, hosted solutions, and that Customer has no right to obtain a copy of the underlying computer code for any Services, except (if applicable) for any downloadable Software, in object code format. Freshworks may freely use and incorporate into Freshworks’ products and services any suggestions, enhancement requests, recommendations, corrections, or other feedback provided by Customer or by any Users or End Users relating to Freshworks’ products or services. Feedback and any other suggestions are provided by Customer exclusively “AS IS,” in Customer’s sole discretion, and will not be used by Freshworks in any way that identifies or permits identification of Customer, its Affiliates, Users, or End Users. Customer agrees that its name, logo, and/or use case may be used by Freshworks in marketing materials (“**Promotional Materials**”). Promotional Materials may be for both internal and/or external purposes of Freshworks and such rights granted herein shall be worldwide,

TERMS



any time. It may take us up to thirty (30) days to process a request.

b. Usage Data. Notwithstanding anything to the contrary in this Agreement, Freshworks may collect and use any data that is gathered in or derived from the use of the Services (“**Usage Data**”) to develop, improve, support, and operate its products and services. Freshworks shall not share with a third party any Usage Data that includes Customer’s Confidential Information except (i) in accordance with Section 8 (Confidentiality) of this Agreement, or (ii) to the extent the Usage Data is aggregated and anonymized such that the data no longer directly identifies Customer or Customer’s Users.

c. Updates. Freshworks may modify the Services, Software, and Service Plans from time to time, including by adding or removing features, functions, and entitlements; provided, however, that (i) Freshworks will not materially decrease the overall functionality of the Services or Software during Customer’s Subscription Term, except where such modifications are required for data security reasons or to comply with applicable law and (ii) any such modifications are made on a prospective and nondiscriminatory basis. Such modifications to any Services, Service Plans, or Software are subject to this Agreement. Customer agrees that its purchase to subscriptions of the Services and Software is neither contingent upon the delivery of any future functionality or features, nor dependent upon any oral or written comments made by Freshworks with respect to future functionality or features.

d. Other Services. Freshworks or other third parties may make available (for example, through the Freshworks Marketplace currently located at <https://www.freshworks.com/apps/>) or other forums, third-party products or services (“**Third-Party Services**”). These Third-Party Services may integrate with the Services and are not licensed by Freshworks pursuant to this Agreement, but are governed by the third party provider’s terms and conditions and privacy policies that accompany them, which Customer must separately accept, and the Freshworks Marketplace User Terms. Freshworks does not warrant or support Third-Party Services, unless expressly provided otherwise in an SOF. Freshworks is not responsible for any disclosure, modification, or deletion of Customer Data resulting from access by such third party. The Service may contain features designed to interoperate with Third-Party Services. Freshworks cannot guarantee the continued availability of such Third-Party Services and may cease supporting them without entitling Customer to any refund, credit, or other compensation, if for example and without limitation, the Third-Party Service provider ceases to make the Third-Party Service available for interoperation with the corresponding Service features in a manner acceptable to Freshworks. Customer understands that Freshworks is not responsible for providing technical support for



5. Fees and Payment

a. Fees and Payment. All charges associated with Customer's Account ("**Fees**") are set forth in the applicable SOF or Website. For credit card payments, the payment is due immediately upon receipt of invoice. Customer hereby authorizes Freshworks or our authorized agents, as applicable, to bill your credit card upon subscription to the Services (and any renewal thereof). For payments through other accepted methods, payment is due and payable in full within thirty (30) days from the invoice date or as stated in the applicable SOF. Payment obligations are non-cancelable, regardless of utilization by the Customer and except as expressly permitted in this Agreement, Fees paid are non-refundable. Customer will pay the Fees through an accepted payment method as specified in the applicable SOF or Website. Unless otherwise set forth in the SOF, Customer's subscription to the Services will renew automatically for a Subscription Term in accordance with the renewal terms and conditions set forth in Section 6(b) below. During the Subscription Term, the Customer shall not: (i) reduce their User count, or (ii) downgrade their Service Plan.

b. Late Payments. If undisputed Fees are more than thirty (30) days overdue, then, following written notification from Freshworks, Freshworks may suspend Customer's access to the Freshworks Technology, including, without limitation, Customer's Account, until such unpaid Fees are paid in full.

c. Payment Disputes. Freshworks will not exercise its rights under Section 5(b) (Late Payments), Section 6(c)(i) (Suspension of Service), or Section 6(d) (Termination for Cause) with respect to non-payment by Customer if Customer is disputing the applicable charges reasonably and in good faith and is cooperating diligently to resolve the dispute. If the parties are unable to resolve such a dispute within thirty (30) days, Freshworks will have the right to seek any remedies it may have under this Agreement, at law or in equity, irrespective of any terms that would limit remedies on account of a dispute. For clarity, any undisputed amounts must be paid in full.

d. Applicable Taxes. The Fees do not include any taxes, levies, duties, or similar governmental assessments, including value-added, sales, use, or withholding taxes assessable by any local, state, provincial or foreign jurisdiction (collectively "**Taxes**"). Customer agrees to pay applicable direct or indirect Taxes associated with its purchases hereunder, which, to the extent Freshworks is legally required to collect the same, will be itemized on the Freshworks invoice. If Customer has an obligation to withhold any amounts under any law or tax regime (other than U.S. income tax law), Customer will gross up the payments so that Freshworks receives the

TERMS



invoiced and paid by the Customer, unless, prior to the invoice date, the Customer provides Freshworks with a valid tax exemption certificate authorized by the appropriate taxing authority. Additional information on how Freshworks may apply tax requirements can be found at <https://www.freshworks.com/company/sales-and-service-tax-faqs/>.

e. Orders by Affiliates. Customer's Affiliates may purchase Services directly from Freshworks by executing an SOF which is governed by the terms of this Agreement. Such SOF will establish a new and separate agreement between the Customer's Affiliate and the Freshworks entity signing such SOF. If the Affiliate resides in a different country than Customer, then the SOF may include modifications to terms applicable to the transaction(s) (including but not limited to tax terms and governing law).

f. Purchases from Channel Partners. Customer may procure use of any Services, Software, or Mobile Apps from a third-party authorized reseller of Freshworks, including third party marketplaces ("**Channel Partner**") pursuant to a separate agreement with the Channel Partner. Customer's use of any Services, Software, or Mobile Apps procured through a Channel Partner will be subject to the terms of this Agreement, and all fees payable (including all applicable Taxes) for such use will be payable to the Channel Partner pursuant to the terms agreed to between Customer and Channel Partner. Customer understands and agrees that, if Customer purchased the Services, Software, or Mobile Apps subscriptions via a Channel Partner, service credits and refunds payable under this Agreement may be payable or applied by Channel Partner acting on behalf of Freshworks in proportion to the fees paid by Customer to the Channel Partner, and the discharge by the Channel Partner of such obligations will relieve Freshworks of the same under this Agreement.

6. Term, Termination and Suspension

a. Term. This Agreement is effective as of the Effective Date (or, for online Customers, the date of sign up on the Website) and will continue through the then-current Subscription Term. Service Plans commence on the start date specified in the relevant SOF (or, for online Customers, the date of sign up on the Website) and continue for the Subscription Term specified therein.

b. Renewal. Unless a party gives written notice of non-renewal or downgrade at least sixty (60) days prior to the expiration of the relevant Subscription Term, Service Plans will automatically renew at the same number of Users and at the same Service Plan (including any add-ons), for a period equal to the previous Subscription Term. Freshworks reserves the right to increase the

TERMS



c. Suspension. Freshworks may suspend Customer's access to the Services, Software, Mobile Apps and/or Customer's Account, on the following grounds: (i) late payment/non-payment of undisputed Fees, per the process noted in Section 5(b) above; (ii) non-renewal of the Services by Customer; (iii) Customer's or its Users' breach of Section 2 (Use Restrictions); or (iv) in the event suspension is deemed necessary by Freshworks to prevent or address the introduction of Malicious Software (as defined in Section 9.b below), a security incident, or other harm to Customer, Freshworks, or Freshworks' other customers. Freshworks will notify Customer of any such suspension. Freshworks will use diligent efforts to attempt to limit, where commercially feasible, the suspension to affected Users or Freshworks Technology, and will immediately restore the availability of the same as soon as the issues leading to the suspension are resolved. Such suspension will in no way affect Customer's other obligations under this Agreement.

d. Termination for Cause. Either party may terminate this Agreement by written notice to the other party in the event that (i) such other party materially breaches this Agreement and does not cure such breach within thirty (30) days of such notice, or (ii) immediately in the event the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors.

e. Free Trial Customers. Upon the expiration of Customer's free trial, Freshworks may immediately suspend Customer's access to the free trial Services. Customer must export Customer Data before the end of the free trial or Customer Data will be permanently deleted. Notwithstanding anything to the contrary in this Agreement, Freshworks will have no obligation to maintain, store, or otherwise retain Customer Data beyond the end of the free trial period.

7. Data Export and Retention. Upon termination or expiration of this Agreement or any SOF for any reason, Customer's access to the Services, Software, Mobile Apps, APIs, and other Freshworks Technology will terminate. Freshworks strongly recommends that Customer export all Customer Data before Customer closes Customer's Account. Freshworks will make Customer Data available for export for fourteen (14) days from the effective date of the closure of Customer's Account due to: (i) the termination or expiration of this Agreement, or (ii) termination or expiration the applicable SOF ("Data Export Period"). Where Customer Data is retained by Freshworks and can be exported, and provided that Customer is current on its payment obligations as described in Section 5, Customer may contact Freshworks within the Data Export Period at support@freshworks.com to have Freshworks export Customer's Customer Data. Beyond such Data Export Period, Freshworks reserves the right to retain Customer data for up to three (3) months before deleting all Customer Data in the normal course of operation except as necessary to comply with Freshworks legal obligations, maintain



8. Confidentiality. Each party will protect the other's Confidential Information from unauthorized use, access, or disclosure in the same manner as it protects its own Confidential Information of similar nature or importance, and in any event, using no less than reasonable care. Except as otherwise expressly permitted pursuant to this Agreement, the receiving party may use the disclosing party's Confidential Information solely to exercise its respective rights and perform its respective obligations under this Agreement, and will disclose such Confidential Information solely (i) to those of its respective employees, representatives, and agents who have a need to know such Confidential Information for such purposes and who are bound by obligations to maintain the confidentiality of, and not misuse, such Confidential Information; (ii) as necessary to comply with an order or subpoena of any administrative agency or court of competent jurisdiction; or (iii) as reasonably necessary to comply with any applicable law or regulation. The provisions of this section will supersede any non-disclosure agreement by and between the parties entered into prior to this Agreement that would purport to address the confidentiality of any information shared by the parties, including Customer Data, and such agreement will have no further force or effect with respect to the foregoing. The receiving party acknowledges that disclosure of Confidential Information would cause substantial harm for which damages alone would not be a sufficient remedy, and therefore that upon any such disclosure by the receiving party, the disclosing party will be entitled to seek appropriate equitable relief in addition to whatever other remedies it might have at law.

9. Warranties/Disclaimer of Warranties

a. Service Warranty. Freshworks warrants that the Services, Software, or Mobile Apps will perform in all material respects in accordance with the Documentation. Provided that Customer provides written notice of a claim within thirty (30) days after first becoming aware of a breach of the foregoing warranty, Freshworks will use diligent efforts to correct the Services, Software, or Mobile Apps so the foregoing warranty is met, and if Freshworks is unable to make such corrections in a timely manner, either party may terminate the applicable SOF, and Customer, as its sole and exclusive remedy, will be entitled to receive a refund of any unused Fees that Customer has pre-paid for the applicable Services, Software, or Mobile Apps purchased thereunder. This warranty will not apply if the error or non-conformance was caused by Customer's breach of this Agreement or Customer's or its Users' misuse of the Services, Software, and Mobile Apps, modifications to the Services, Software, and Mobile Apps by anyone other than Freshworks or its representatives, or third-party hardware, software, or services used in connection with the Services, Software, and Mobile Apps.

TERMS



or any computer instructions, circuitry or other technology means whose purpose or effect is to disrupt, damage or interfere with the authorized use of, or allow access to, the computer and communications facilities or equipment of Freshworks or Customer, including, without limitation, any code containing viruses, Trojan horses, worms, backdoors, trap doors, time-out devices, or similar destructive or harmful code or code that self-replicates (collectively, “**Malicious Software**”).

c. Warranty Disclaimer. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, NEITHER PARTY MAKES ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, AND ALL SUCH WARRANTIES ARE HEREBY DISCLAIMED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT.

10. Indemnification

a. Indemnification by Freshworks. This section states Freshworks’ entire liability and Customer’s exclusive remedy with respect to an IP Claim. Freshworks will defend Customer, and its officers, directors, and employees against any Claim, from any third party claim alleging that Customer’s use of the Freshworks Technology accessed or used in accordance with this Agreement infringes such third party’s patent, copyright and/or trademark intellectual property rights (an “**IP Claim**”), and will indemnify and hold harmless Customer from and against any damages and costs awarded against Customer, or agreed in settlement by Freshworks (including reasonable attorneys’ fees) resulting from such IP Claim. Freshworks will have no liability or obligation with respect to any IP Claim if such claim is caused in whole or in part by (i) unauthorized use of the Freshworks Technology by Customer, its Affiliates or Users; (ii) modification of the Freshworks Technology by anyone other than Freshworks or its representatives; or (iii) the combination, operation, or use of the Freshworks Technology with other data, hardware, or software not provided by Freshworks. If Customer’s use of the Freshworks Technology results (or in Freshworks’ opinion is likely to result) in an IP Claim, Freshworks may at its own option and expense (a) procure for Customer the right to continue using the foregoing items as set forth hereunder; (b) replace or modify them to make them non-infringing; or (c) if options (a) or (b) are not commercially reasonable as determined by Freshworks, then either Customer or Freshworks may terminate Customer’s subscription to the Service, whereupon Freshworks will refund Customer, on a pro-rated basis, any Fees Customer has previously paid Freshworks for the corresponding unused portion.

b. Indemnification by Customer. Customer will defend Freshworks and its Affiliates from any third party claim (“**Claim**”), and will indemnify and hold harmless Freshworks and its Affiliates

TERMS



claim, to the extent caused by: (i) Customer's or its Affiliate's unauthorized supply, disclosure, or processing of Customer Data, including Personal Data therein, (ii) Customer's or its Affiliate's violation of laws applicable to Customer's or its Affiliate's business.

c. Indemnification Procedures. In the event of a potential indemnity obligation under this Section 10, the indemnified party will: (i) promptly notify the indemnifying party in writing of the claim, (ii) allow the indemnifying party the right to control the investigation, defense and settlement (if applicable) of such claim at the indemnifying party's sole cost and expense, and (iii) upon request of the indemnifying party, provide all necessary cooperation at the indemnifying party's expense. Failure by the indemnified party to notify the indemnifying party of a claim under this section will not relieve the indemnifying party of its obligations under this Section, however, the indemnifying party will not be liable for any litigation expenses that the indemnified party incurred prior to the time when notice is given or for any damages and/or costs resulting from any material prejudice caused by the delay or failure to provide notice to the indemnifying party in accordance with this section. The indemnifying party may not settle any claim that would bind the indemnified party to any obligation (other than payment covered by the indemnifying party or ceasing to use infringing materials) or require any admission of fault by the indemnified party, without the indemnified party's prior written consent, such consent not to be unreasonably withheld, conditioned, or delayed. Any indemnification obligation under this Section 10 will not apply if the indemnified party settles or makes any admission with respect to a claim without the indemnifying party's prior written consent.

11. Limitation of Liability

a. SUBJECT TO APPLICABLE LAW AND NOTWITHSTANDING ANYTHING ELSE IN THIS AGREEMENT, IN NO EVENT WILL EITHER PARTY BE LIABLE FOR SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES (INCLUDING WITHOUT LIMITATION DOWNTIME COSTS, LOSS OF DATA, RESTORATION COSTS, LOST PROFITS, OR COST OF COVER) REGARDLESS OF WHETHER SUCH CLAIMS ARE BASED ON CONTRACT, TORT, WARRANTY OR ANY OTHER LEGAL THEORY.

b. EXCEPT FOR AN ACTION BROUGHT FOR GROSS NEGLIGENCE, WILLFUL MISCONDUCT, FRAUD OR A PARTY'S INDEMNIFICATION OBLIGATIONS, EACH PARTY'S AGGREGATE LIABILITY AND THAT OF ITS AFFILIATES, OFFICERS, EMPLOYEES, AGENTS, SUPPLIERS, AND LICENSORS, UNDER THIS AGREEMENT WILL NOT EXCEED THE FEES RECEIVED BY OR PAYABLE TO FRESHWORKS IN THE APPLICABLE SOF IN THE TWELVE MONTHS PRECEDING THE CLAIM .

TERMS



OR OTHERWISE AND WILL APPLY EVEN IF ANY LIMITED REMEDY SPECIFIED IN THIS AGREEMENT IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE. THE APPLICABLE MONETARY CAP SET FORTH IN THIS SECTION WILL APPLY ACROSS THIS AGREEMENT AND ANY AND ALL SEPARATE AGREEMENT(S) ON AN AGGREGATED BASIS, WITHOUT REGARD TO WHETHER ANY INDIVIDUAL CUSTOMER AFFILIATES HAVE EXECUTED A SEPARATE SOF.

d. CUSTOMER UNDERSTANDS AND AGREES THAT THE PRIMARY INTENT OF SECTION 11 IS TO DISTRIBUTE THE RISKS ASSOCIATED WITH THIS AGREEMENT BETWEEN BOTH PARTIES. THIS LIMITS POSSIBLE LIABILITIES, TAKING INTO ACCOUNT THE COST OF THE FEES. IF FRESHWORKS WERE TO TAKE ON ADDITIONAL LIABILITY BEYOND WHAT IS SPECIFIED IN THIS AGREEMENT, THE FEES WOULD HAVE BEEN MARKEDLY HIGHER.

12. Miscellaneous.

a. Use of Third Parties for Payment Processing. Freshworks may use a third-party service provider to manage payment processing provided that such service provider is not permitted to store, retain, or use Customer's payment account information except to process Customer's payment information for Freshworks. Customer must notify Freshworks of any change in Customer's payment account information, either by updating Customer's Account or by e-mailing Freshworks at support@freshworks.com.

b. Assignment. Neither party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the other party's prior written consent (not to be unreasonably withheld); provided, however, either party may assign this Agreement in its entirety (including all SOFs), without the other party's consent to its Affiliate or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets. Any attempted assignment in violation of this section will be null and void.

c. Entire Agreement. This Agreement, together with any SOF, the Privacy Notice, the DPA, and Supplemental Terms, constitutes the entire agreement and supersedes any and all prior agreements or communications between Customer and Freshworks, including but not limited to Customer registration forms and purchase orders, regarding the subject matter hereof. In the event of a conflict between the Privacy Notice, the Supplemental Terms, or any SOF and this Agreement, the order of precedence will be, first, the Privacy Notice, second, the SOF, third, the Supplemental Terms, and fourth the DPA, and fifth this Agreement. If any provision in this Agreement is held by a court of competent jurisdiction to be unenforceable, such provision will

TERMS



d. Relationship of the Parties. The parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship among the parties.

e. Survival. Sections 2.b (Use Restrictions), 4 (Intellectual Property), 5 (Fees and Payment), 6 (Term, Termination and Suspension), 8 (Confidentiality), 9.c (Warranty Disclaimer), 10 (Indemnification), 11 (Limitation of Liability), 12.c (Entire Agreement), 12.f (Survival), 12.g. (Notices), 12.j (Governing Law), 12.k (Dispute Resolution), and 13 (Definitions) will survive any termination of the Agreement. Termination of this Agreement will not limit either party's liability for obligations accrued as of or prior to such termination or for any breach of this Agreement.

f. Notices. All notices to be provided by one party to the other under this Agreement may be delivered in writing by (i) nationally recognized overnight delivery service or US mail to the mailing address provided on the SOF; or (ii) electronic mail to the e-mail address provided for Customer's Account. The address for a notice to Freshworks is: Freshworks Inc., 2950 S. Delaware Street, Suite 201, San Mateo, CA 94403 with a copy to legal@freshworks.com by electronic mail. All notices will be deemed to have been given immediately upon delivery by electronic mail, or if otherwise delivered upon receipt or, if earlier, five (5) business days after being deposited in the mail or with a courier as permitted above.

g. Anti-Corruption. Neither party has received or been offered any illegal or improper bribe, kickback, payment, gift, or thing of value from an employee or agent of the other party in connection with this Agreement. Reasonable gifts and entertainment provided in the ordinary course of business do not violate the above restriction. If Customer learns of any violation of the above restriction, Customer will use reasonable efforts to promptly notify Freshworks at legal@freshworks.com.

h. Force Majeure. Neither party will be liable to the other for any delay or failure to perform any obligation under this Agreement (except for a failure to pay Fees) if the delay or failure results from any cause beyond such party's reasonable control, including but not limited , acts of God, acts of government, acts of terror or civil unrest, Internet failures, or acts undertaken by third parties not under the performing party's control, including, without limitation, denial of service attacks ("**Force Majeure Event**"). In the event that a Force Majeure Event continues for a period of thirty (30) consecutive days, the other party may terminate this Agreement and all SOFs on written notice to the non-performing party. If Freshworks is the party experiencing the Force Majeure Event and as a result thereof is unable to provide the Services, Software or Mobile Apps for the period noted herein, and Customer terminates this Agreement and all SOFs, then

TERMS



i. Governing Law. This Agreement is governed by the laws of the State of California without regard to conflict of laws principles. The parties hereby submit to the exclusive personal jurisdiction of the federal and state courts of the State of California, San Francisco County for any claims or dispute relating to this Agreement.

j. Dispute Resolution. Any dispute, claim or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation, or validity thereof, including the determination of the scope or applicability of this Agreement to arbitrate, will first be determined by arbitration in San Francisco, California. The arbitration will be administered by JAMS pursuant to its arbitration rules and procedures. Judgment on the Award may be entered in any court having jurisdiction. This section will not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction.

k. Export Compliance and Use Restrictions. The Services and other Software or components of the Services which Freshworks may provide or make available to Customer or Users may be subject to U.S. (or other territories) export control and economic sanctions laws, rules and regulations, including without limitation the regulations promulgated by the U.S. Department of Commerce's Bureau of Industry and Security ("**BIS**") and the U.S. Department of the Treasury's Office of Foreign Assets Control ("**OFAC**") (collectively, "**Export Control Laws**"). Customer agrees to comply with all the Export Control Laws as they relate to access to and use of the Services, Software, and such other components by Customer and Users. Customer shall not access or use the Services if Customer is located in any jurisdiction in which the provision of the Services, Software or other components is prohibited under U.S. or other applicable laws or regulations, including, without limitation, a country or territory that is subject to comprehensive U.S. trade sanctions (including, without limitation Cuba, Iran, North Korea, Syria or the Crimea or so-called Donetsk People's Republic (DNR) or Luhansk People's Republic regions of Ukraine) (a "**Prohibited Jurisdiction**") and Customer shall not provide access to the Services to any government, entity or individual located in any Prohibited Jurisdiction. Customer represents, warrants and covenants that (i) Customer is not named on, or owned or controlled by any party named on any U.S. government (or other government) list of persons or entities prohibited from receiving U.S. exports, or transacting with any U.S. person, (ii) Customer is not a national of, located in, or a company registered in, any Prohibited Jurisdiction, (iii) Customer shall not permit Users to access or use the Service in violation of any Export Control Laws, (iv) no Customer Data created or submitted by Customer is subject to any restriction on disclosure, transfer, download, export or re-export under the Export Control Laws, and (v) Customer shall comply with all applicable laws regarding the transmission of technical data exported from the United

TERMS



export, directly or indirectly, any Customer Data to any country, entity or other party which is ineligible to receive such items under the Export Control Laws or under other laws or regulations to which Customer may be subject. Customer acknowledges that the Service and other Software may not be available in all jurisdictions and that Customer is solely responsible for complying with the Export Control Laws.

I. Federal Government End Use Restrictions. If Customer is a U.S. federal government department or agency or contracting on behalf of such department or agency, this Service is a “Commercial Item” as that term is defined at 48 C.F.R. §2.101, consisting of “Commercial Computer Software” and “Commercial Computer Software Documentation”, as those terms are used in 48 C.F.R. §12.212 or 48 C.F.R. §227.7202. Consistent with 48 C.F.R. §12.212 or 48 C.F.R. §227.7202-1 through 227.7202-4, as applicable, the Service is licensed to Customer with only those rights as provided under the terms and conditions of this Agreement.

13. Definitions.

“Account” means any accounts or instances created by or on behalf of Customer for access to and use of any of the Services.

“Affiliate” or **“Subsidiaries”** means with respect to a party to this Agreement, any entity that directly or indirectly controls, is controlled by, or is under common control with such party, where “control” means the possession, directly or indirectly, of the power to direct, or cause the direction of the management and policies of such entity, whether through the ownership of voting securities, by contract, or otherwise.

“Acceptable Use and Conduct Policy” means the Freshworks Acceptable Use and Conduct Policy, which is located currently at <https://www.freshworks.com/aup/>, as updated from time to time.

“Confidential Information” means all information disclosed by one party to the other party, orally, in writing or electronically, that is designated as “confidential” (or with a similar legend), or which a reasonable person should understand to be confidential given the nature of the information and circumstances of disclosure. Confidential Information does not include any information that: (i) was publicly known and made generally available in the public domain prior to the time of disclosure by the disclosing party; (ii) becomes publicly known and made generally available through no action or inaction of the receiving party; (iii) is already in the possession of the receiving party at the time of disclosure by the disclosing party; (iv) is obtained by the receiving party from a third party without a breach of such third party’s obligations of

TERMS



“Customer Data” means all electronic data, text, messages or other materials, including, without limitation, Personal Data of Users and End Users, submitted to the Services by Customer or its Users through Customer’s Account in connection with Customer’s use of the Services.

“Data Processing Addendum” or **“DPA”** means Freshworks’ Data Processing Addendum at <https://www.freshworks.com/data-processing-addendum/> as updated from time to time.

“Documentation” means, the then-current, generally available user documentation provided by Freshworks detailing the functionalities of the Software and the Services.

“End User” means, any person or entity other than Customer or Customer’s Users with whom Customer interacts using the Services.

“Freshworks Technology” means (i) the Services, Software, Mobile Apps, Documentation, Freshworks’ APIs, Freshworks’ website(s), and any content published on the Freshworks’ websites, (ii) any training materials, support materials, templates, tools, methodologies or know-how, (iii) Freshworks’ Confidential Information, and (iv) any modifications or derivative works of the foregoing.

“Marketplace User Terms” means, the Freshworks Marketplace User specific terms located currently at <https://www.freshworks.com/marketplace-user-terms/> as updated from time to time.

“Mobile Apps” means, the Freshworks-branded Software applications provided by Freshworks to enable access and use of the Services through mobile or other handheld devices (such as apps on iOS or Android devices).

“Personal Data” means, data relating to an individual who is or can be identified either from the data or from the data in conjunction with other information that is in, or is likely to come into, the possession of the data controller (as defined under applicable data protection laws).

“Privacy Notice” means, Freshworks’ privacy notice currently at www.freshworks.com/privacy, as updated from time to time.

“Professional Services Agreement” or **“PSA”** means, Freshworks’ professional services agreement located at www.freshworks.com/terms/professional-services, as updated from time to time.

“Service Order Form or SOF” means (i) any service order referencing this Agreement and executed by Customer and Freshworks, or (ii) any online ordering document or process

TERMS



Users authorized to use the Services, (c) Fees payable to Freshworks, (d) the applicable Subscription Term, and (e) any relevant additional terms and conditions. This may also include any change order forms.

“Service(s)” means, the Freshworks software-based service offerings identified on the SOF and any Updates, including any Software, API or Documentation made available by Freshworks with such offering, but excludes any applications or APIs separately provided by third parties.

“Service Plans” means, the pricing plans and other packaged offering limitations for and the applicable Services for which Customer subscribes with respect to any User.

“Software” means the generally available software provided by Freshworks in connection with Customer’s use of the Services, and includes Mobile Apps, but excludes any applications or APIs that are provided by third parties.

“Subscription Term” means, the period stated on a SOF during which Customer subscribes to the Services.

“Supplemental Terms” means, the Services specific terms found, which are located currently at <https://www.freshworks.com/terms/supplemental-terms/> as updated from time to time.

“Update” means, the generally available updates, upgrades, hot fixes, patches, workarounds to the Software or Service provided by Freshworks to all subscribing customers, but excludes separately priced new products or modules.

“User” or **“Agent”** means, any individual who is authorized by Customer to use the Services, including an Account administrator, employees, consultants, contractors, and agents of Customer or its Affiliates, and third parties with which Customer or its Affiliates transact business.



COMPANY



SUPPORT & SUCCESS



CONNECT WITH US



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**ASSIGNMENT AND ASSUMPTION OF AGREEMENT BETWEEN
EAGLE COUNTY
and
MASABI, LLC**

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (“**Assignment Agreement**”) is made by and between the Board of County Commissioners of the County of Eagle, State of Colorado, a body corporate and politic (“**County**”), and the Eagle Valley Transportation Authority, a body corporate and politic (“**EVTA**”), which may be referred to herein individually as a “**Party**” or collectively as the “**Parties**.” The effective date of this Assignment Agreement is August 4, 2024.

RECITALS

WHEREAS, the Eagle County Regional Transit Authority (“**ECO Transit**”) is a department of the County that has historically provided public transportation services funded by voter-authorized Eagle County 0.5% Transportation Sales Tax; and

WHEREAS, in November 2022, the EVTA was established pursuant to Title 43, Article 4, Part 6 of the Colorado Revised Statutes by approval of voters in Eagle County, the towns of Avon, Eagle, Minturn, Red Cliff and Vail, and Beaver Creek Metro District, and in accordance with the Eagle Valley Transportation Authority Intergovernmental Agreement dated September 1, 2022 (the “**EVTA IGA**”) for the purpose of financing, constructing, operating, improving and maintaining a regional transportation system in the Eagle River Valley of Eagle County, Colorado; and

WHEREAS, pursuant to the EVTA IGA, the County and EVTA agree that the EVTA will assume responsibility for existing transit services as historically provided by ECO Transit in accordance with a framework established by the EVTA IGA Transition Plan (the “**Transition Plan**”); and

WHEREAS, the Transition Plan includes the transfer of equipment, assets, existing contractual agreements, and operations from the County to EVTA, including technology software and hardware, and aims to ensure continuity of service for Eagle County residents and visitors; and

WHEREAS, pursuant to an Agreement for Professional Services dated December 14, 2021 and its First Amendment dated February 20, 2024, copies of which are attached hereto as **Exhibit A** and incorporated herein by this reference (the “**Masabi Agreement**”), the County and Masabi, LLC (“**Contractor**”) contracted for certain services related to technology hardware and software utilized by certain ECO Transit vehicles, title to which has been transferred from County to EVTA as of the effective date of this Assignment Agreement; and

WHEREAS, the County wishes to assign, and EVTA wishes to assume, the County’s rights and obligations under the Masabi Agreement, which is contemplated by Section 27 of the Masabi Agreement, informal notice of which has been provided to Contractor; and

WHEREAS, this Assignment Agreement furthers cooperation between governmental entities pursuant to Title 29, Article 1, Part 2 of the Colorado Revised Statutes, as amended and Article XIV, Section 18 of the Colorado Constitution.

NOW, THEREFORE, in consideration of the promises, covenants and conditions contained herein, the Parties agree as follows:

1. Assignment and Assumption. The County hereby transfers and assigns to EVTA all of its rights and obligations under the Masabi Agreement, and EVTA accepts such assignment and agrees that it shall hereinafter perform its obligations and duties under and subject to the terms of the Masabi Agreement. The Parties agree that upon the effective date of this Assignment Agreement, the County shall have no further obligation or liability under the terms of the Masabi Agreement.
2. Entire Agreement. This Assignment Agreement represents the full and complete understanding of the Parties, and supersedes any prior agreements, discussions, negotiations, representations or understandings of the Parties with respect to the subject matter contained herein.
3. Counterparts, Electronic Signatures and Electronic Records. This Assignment Agreement may be executed in multiple counterparts, each of which shall be an original, but all of which, together, shall constitute one and the same instrument. The Parties consent to the use of electronic signatures and agree that the transaction may be conducted electronically pursuant to the Uniform Electronic Transactions Act, § 24-71.3-101, et seq., C.R.S.

// signature page to follow //

IN WITNESS WHEREOF, the Parties hereto have executed this Assignment Agreement on the date and year written below.

COUNTY OF EAGLE, STATE OF
COLORADO, By and Through Its
BOARD OF COUNTY COMMISSIONERS

By: _____
Matt Scherr, Chair

Attest:

By: _____
Regina O'Brien, Clerk to the Board

Date: _____

EAGLE VALLEY TRANSPORTATION
AUTHORITY

By: _____
Amy Phillips, Chair

Attest:

By: _____
Tanya Allen, Secretary

Date: _____

EXHIBIT A

AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN EAGLE COUNTY AND MASABI, LLC

THIS AGREEMENT (“Agreement”) is effective as of the _____ by and between Masabi a LLC (hereinafter “Consultant” or “Contractor”) and Eagle County, Colorado, a body corporate and politic (hereinafter “County”).

RECITALS

WHEREAS, County desires to enter into a contract with Contractor to furnish a Mobile Fares Payment System and support services (the “Project”) at the ECO Transit Maintenance Service Center located at 3289 Cooley Mesa Road, Gypsum, CO 81637 (the “Property”); and

WHEREAS, Contractor responded to an RFP with the attached response found in Exhibit G; and

WHEREAS, Consultant is authorized to do business in the State of Colorado and has the time, skill, expertise, and experience necessary to provide the Services as defined below in paragraph 1 hereof; and

WHEREAS, this Agreement shall govern the relationship between Consultant and County in connection with the Services.

NOW, THEREFORE, in consideration of the foregoing and the following promises Consultant and County agree as follows:

AGREEMENT

1. **DEFINITIONS:** Whenever used herein, any schedules, exhibits, order forms, or addenda to this Agreement, the following terms shall have the meanings assigned below unless otherwise defined therein. Other capitalized terms used in this Agreement are defined in the context in which they are used.
 - 1.1. **“Additional Services”** means (i) any services in addition to the Platform Services including (but not limited to) ad-hoc support and maintenance, consulting services, and custom development, that at Customer’s request (and Masabi’s agreement) is provided by Masabi to the Customer from time to time; and (ii) implementing changes to the initially deployed configuration of the Justride Platform and/or product customization that may be agreed between the parties in accordance with clause 17 of this Agreement. All Additional Services shall be priced using the Rates and with reasonable and proper travel and subsistence expenses incurred in the performance of the Additional Services to be charged by Masabi in addition to the agreed charges, all as notified to the Customer in writing in advance of such reasonable and proper expenses being incurred.
 - 1.2. **“Agreement”** or **“Contract”** means this cloud computing Agreement between

County and Contractor, inclusive of all schedules, exhibits, attachments, addenda and other documents incorporated by reference between the County and Contractor.

- 1.3. **“App” or “Justride Retail Mobile App”** means the component of Contractor’s Justride Platform that is a white-labelled mobile application provided to County and branded for County for the purpose of selling Products to End Users.
- 1.4. **“Business Day”** means a day other than a Saturday, Sunday or public holiday in the States of Colorado or New York, USA.
- 1.5. **“Charges”** means the prices for the Services provided by Contractor as set in Exhibit A (Statement of Work and Pricing).
- 1.6. **“Confidential Information”** means any and all records or data not subject to disclosure under CORA”). Confidential Information shall include, but is not limited to, PII, PHI, PCI, Tax Information, CJI, and personnel records not subject to disclosure under CORA. Confidential Information also means any information or data that a disclosing party treats in a confidential manner and that is marked “Confidential Information” or is considered “proprietary” prior to disclosure to the other party. Confidential Information does not include information which: (a) is public or becomes public through no breach of the confidentiality obligations herein; (b) is disclosed by the party that has received Confidential Information (the "Receiving Party") with the prior written approval of the other party; (c) was known by the Receiving Party at the time of disclosure; (d) was developed independently by the Receiving Party without use of the Confidential Information; (e) becomes known to the Receiving Party from a source other than the disclosing party through lawful means; (f) is disclosed by the disclosing party to others without confidentiality obligations; (g) is required by law to be disclosed; or (h) is this Agreement.
- 1.7. **“Contractor’s Proposal”** means the Contractor’s proposal submitted in response to the RFP for Transit Mobile Fare Payment System and RFP # 2020-007 and set out at Exhibit G (Masabi RFP Response).
- 1.8. **“CORA”** means the Colorado Open Records Act, C.R.S. §§ 24-72-200.1, et. seq.
- 1.9. **“County Data”** means all information, whether in oral or written (including electronic) form, created by or in any way originating with County and End Users, and all information that is the output of any computer processing, or other electronic manipulation, of any information that was created by or in any way originating with County and End Users, in the course of using and configuring the Services provided under this Agreement, and includes all records relating to County’s use of Contractor Services and Protected Information.
- 1.10. **“Data Incident”** means any accidental or deliberate event that results in or

constitutes an imminent threat of the unauthorized access, loss, disclosure, modification, disruption, or destruction of any communications or information resources of the County. Data Incidents include, without limitation (i) successful attempts to gain unauthorized access to a County system or County information regardless of where such information is located; (ii) unwanted disruption or denial of service; (iii) the unauthorized use of a County system for the processing or storage of data; or (iv) changes to County system hardware, firmware, or software characteristics without the County's knowledge, instruction, or consent. It shall also include any actual or reasonably suspected unauthorized access to or acquisition of computerized County Data that compromises the security, confidentiality, or integrity of the County Data, or the ability of County to access the County Data.

- 1.11. **"Deliverable"** means the outcome to be achieved or output to be provided, in the form of a tangible object or software that is produced as a result of Contractor's Work that is intended to be delivered to the County by Contractor.
- 1.12. **"Documentation"** means, collectively: (a) all materials published or otherwise made available to County by Contractor that relate to the functional, operational and/or performance capabilities of the Services; (b) all user, operator, system administration, technical, support and other manuals and all other materials published or otherwise made available by Contractor that describe the functional, operational and/or performance capabilities of the Services; (c) any Requests for Information and/or Requests for Proposals (or documents of similar effect) issued by County, and the responses thereto from Contractor, and any document which purports to update or revise any of the foregoing; and (d) the results of any Contractor "Use Cases Presentation", "Proof of Concept" or similar type presentations or tests provided by Contractor to County.
- 1.13. **"Downtime"** means any period of time of any duration that the Services are not made available by Contractor to County for any reason, excluding scheduled maintenance windows and planned outages (including for scheduled Enhancements).
- 1.14. **"Effective Date"** means the date on which this Agreement is fully approved and signed by the County as shown on the Signature Page for this Agreement. The Effective Date for Services may be set out in an order form or similar exhibit.
- 1.15. **"End User"** means the individuals (including, but not limited to employees, authorized agents, students and volunteers of County; Third Party consultants, auditors and other independent contractors performing services for County; any governmental, accrediting or regulatory bodies lawfully requesting or requiring access to any Services; customers of County provided services; and any external users collaborating with County) authorized by County to access and use the Services provided by Contractor under this Agreement and passengers (i.e. County's riders who are authorized by County to access or use the Justride

Platform (via the Justride Retail Mobile App) to purchase a Product.

- 1.16. **“End User Data”** includes End User account credentials and information, and all records sent, received, or created by or for End Users, including email content, headers, and attachments, and any Protected Information of any End User or Third Party contained therein or in any logs or other records of Contractor reflecting End User’s use of Contractor Services.
- 1.17. **"Enhancements"** means any improvements, modifications, upgrades, updates, fixes, revisions and/or expansions to the Services that Contractor may develop or acquire and incorporate into its standard version of the Services or which the Contractor has elected to make generally available to its customers.
- 1.18. **“in-App End User Terms”** means the terms for download, licence and use of the Justride Retail Mobile App for purchase of Products, as finally decided by County but materially in the form of the End User T&Cs set out at Exhibit A, Attachment 1 (End User Terms).
- 1.19. **“Intellectual Property Rights”** includes without limitation all right, title, and interest in and to all (a) Patent and all filed, pending, or potential applications for Patent, including any reissue, reexamination, division, continuation, or continuation-in-part applications throughout the world now or hereafter filed; (b) trade secret rights and equivalent rights arising under the common law, state law, and federal law; (c) copyrights, other literary property or authors rights, whether or not protected by copyright or as a mask work, under common law, state law, and federal law; (d) database rights, patents and rights in inventions, semi-conductor topography rights, design rights (whether registerable or otherwise) and registered designs, know-how, and moral right; and (d) proprietary indicia, trademarks, trade names, symbols, logos, and/or brand names under common law, state law, and federal law and other similar rights or obligations together with applications for registration and the right to apply for registration and all other rights (whether registerable or not) having equivalent or similar effect in any country or jurisdiction.
- 1.20. **“Justride Hub”** means Contractor’s responsive web back-office called the ‘Hub’ or ‘Justride Hub’ which offers customers a self-service consumer-grade user experience for securely operating the Justride Platform. Hub functionality encompasses tariff administration, customer services handling, all types of fare media, tariff setup, validation device management, reporting and analytics.
- 1.21. **"Justride Platform"** means components of Contractor’s Justride transit fare payments platform (IT systems and software - known as ‘the Justride Platform’) as detailed in the Contractor’s Proposal and including the Justride Hub and Justride Retail Mobile App, Justride Inspect Software and Justride SDK (if applicable) as described in the Contractor’s Proposal and deployed to and configured for the County.

- 1.22. **“Masabi Hardware Warranty Plan”** means the hardware warranty plan as set out in Exhibit C (Masabi Hardware Warranty Plan).
- 1.23. **“PCI”** means payment card information including any data related to credit card holders’ names, credit card numbers, or other credit card information as may be protected by state or federal law.
- 1.24. **“PII”** means personally identifiable information including, without limitation, any information maintained by the County about an individual that can be used to distinguish or trace an individual’s identity, such as name, social security number, date and place of birth, mother’s maiden name, or biometric records. PII includes, but is not limited to, all information defined as personally identifiable information in C.R.S. §§ 24-72-501 and 24-73-101.
- 1.25. **“PHI”** means any protected health information, including, without limitation any information whether oral or recorded in any form or medium: (i) that relates to the past, present, or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present, or future payment for the provision of health care to an individual; and (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual. PHI includes, but is not limited to, any information defined as Individually Identifiable Health Information by the federal Health Insurance Portability and Accountability Act.
- 1.26. **“Platform Services”** means the Justride Platform configuration and implementation services described in the Contractor’s Proposal and Exhibit A (Statement of Work and Pricing).
- 1.27. **“Product”** means a ticket, pass, voucher, or similar mechanism which can be used to redeem transportation services from County.
- 1.28. **“Protected Information”** includes, but is not limited to, personally-identifiable information, student records, protected health information, criminal justice information or individual financial information and other data defined under C.R.S. § 24-72-101 et seq., and personal information that is subject to local, state or federal statute, regulatory oversight or industry standard restricting the use and disclosure of such information. The loss of such Protected Information would constitute a direct damage to the County.
- 1.29. **“RFP Response”** means any proposal submitted by Contractor to County in response to County's Request for Proposal ("RFP") titled 2020-007 ECRTA Transit Mobile Fare System.
- 1.30. **“Scope of Support Services Document”** means the Contractor’s support services (and service level agreement) for the Services and Justride Retail Mobile App (the

app support being in-App support) set out in Exhibit E (Support Services and SLA) as amended by subsequent notification to County from time to time. Exhibit E (Support Services and SLA) outlines the Contractor's support programs, the process for supporting and managing inbound customer and agency requests and also provides a detailed description of the Contractor's 'Incident Support Management' process and the service level agreements (SLAs) for the Contractor to respond and resolve critical incidents.

- 1.31. **"Service(s)"** means the service(s) provided or to be provided to County under (and pursuant to) this Agreement (as the case may be) and which shall comprise the Platform Services, Support Services and the Additional Services (if any) that provide the functionality and/or produce the results described in the Documentation, including without limitation all Enhancements thereto and all interfaces.
- 1.32. **"Subcontractor"** means any third party engaged by Contractor to aid in performance of the work or the Service.
- 1.33. **"Support Services"** means the support services to be provided in accordance with the provisions of the Scope of Support Services Document.
- 1.34. **"Term"** has the meaning set out in Section 18 (Term).
- 1.35. **"Third Party"** means persons, corporations and entities other than Contractor, County or any of their employees, contractors or agents.
- 1.36. **"Third Party Host"** means that the servers where the Contractor's software resides is at physical location which is not controlled by the Contractor, sometimes called "managed hosting", for example, Amazon Web Service.
- 1.37. **"Validation Hardware" or "JRV"** means the Justride electronic validation unit (and quantities) as described in under 'Equipment' in the Contractor's Proposal and Exhibit A Scope of Work and Pricing .
- 1.38. **"Validation Hardware PCI Compliance Plan"** means the Masabi Hardware Justride Validator (JRV) Payment Card Industries (PCI) Hardware Compliance Plan set out at Exhibit D.
- 1.39. **"Validation Hardware IAT Procedure"** means the Masabi Generic JRV Installation Acceptance Test (IAT) Procedure at Exhibit B.

2. RIGHTS AND LICENSE IN AND TO DATA:

- 2.1. The parties agree that as between them, all rights in and to County Data shall remain the exclusive property of County, and Contractor has a limited, nonexclusive license to access and use County Data as provided in this

Agreement solely for the purpose of performing its obligations hereunder.

- 2.2. All End User Data and County Data created and/or processed by the Service is and shall remain the property of County and shall in no way become attached to the Service, nor shall Contractor have any rights in or to the County Data without the express written permission of the County and may not include Protected Information. Notwithstanding the foregoing, the County acknowledges and agrees that Masabi shall be entitled to generate analyses and meta-data from the use of the Justride Platform for the purposes of monitoring and improving the Justride Platform, developing new services and for Contractor's other business purposes (the "**Contractor Data**"). Contractor shall own all of the Intellectual Property Rights in the Contractor Data (which shall be considered the Confidential Information of Contractor) and shall be entitled to freely use and exploit it, provided that Contractor shall ensure that such data cannot be used to identify any individual and is only published in aggregated format in a manner that does not enable the County or End Users to be identified.
- 2.3. This Agreement does not give a party any rights, implied or otherwise, to the other's data, content, or intellectual property, except as expressly stated in the Agreement.
- 2.4. County retains the right to use the Service to access and retrieve data stored on Contractor's Service infrastructure at any time during the term of this Agreement at its sole discretion.

3. **DATA PRIVACY:**

- 3.1. Contractor will use County Data and End User Data only for the purpose of fulfilling its duties under this Agreement and for County's and its End User's sole benefit and will not share County Data with or disclose it to any Third Party without the prior written consent of County or as otherwise required by law. By way of illustration and not of limitation, Contractor will not use County Data for Contractor's own benefit and, in particular, will not engage in "data mining" of County Data or communications, whether through automated or human means, except as specifically and expressly required by law or authorized in writing by County. PROVIDED THAT, County acknowledges and agrees that the Contractor shall be entitled to freely use Contractor Data as explained in Paragraph 2.2.
- 3.2. Contractor will provide access to County Data only to those Contractor employees, contractors and subcontractors ("Contractor Staff") who need to access the County Data to fulfill Contractor's obligations under this Agreement. Contractor will ensure that, prior to being granted access to the County Data, Contractor Staff who perform work under this Agreement have all undergone and passed criminal background screenings; have successfully completed annual instruction of a nature sufficient to enable them to effectively comply with all data

protection provisions of this Agreement; and possess all qualifications appropriate to the nature of the employees' duties and the sensitivity of the County Data they will be handling.

- 3.3. If Contractor receives personal identifying information of a Colorado resident under this Agreement, Contractor shall implement and maintain reasonable written security procedures and practices that are appropriate to the nature of the personal identifying information and the nature and size of Contractor's business and its operations. Unless Contractor agrees to provide its own security protections for the information it discloses to a third-party service provider, Contractor shall require all its third-party service providers to implement and maintain reasonable written security procedures and practices that are appropriate to the nature of the personal identifying information disclosed and reasonably designed to help protect the personal identifying information subject to this Agreement from unauthorized access, use, modification, disclosure, or destruction. Contractor and its third-party service providers that maintain electronic or paper documents that contain personal identifying information under this Agreement shall develop a written policy for the destruction of such records by shredding, erasing, or otherwise modifying the personal identifying information to make it unreadable or indecipherable when the records are no longer needed.
- 3.4. The Contractor uses AWS servers located in the USA in order to provide the services offered by the Justride Retail Mobile App. However, County Data may be accessed by Contractor employees in locations outside the USA for the purposes of supporting the Justride Platform and providing the Services. County acknowledges and agrees that the County Data may be accessed by Contractor employees in the UK and/or Romania– for the purposes of supporting the Justride Platform and providing the Services and meeting the Contractor's other obligations under this Contract. County shall ensure that it is entitled to transfer the relevant County Data to the Contractor so that the Contractor may lawfully use, process and transfer the County Data in accordance with this Contract on County's behalf.
- 3.5. Contractor may provide County Data to its agents, employees, assigns, and Subcontractors as necessary to perform the work, but shall restrict access to Confidential Information to those agents, employees, assigns, and subcontractors who require access to perform their obligations under this Agreement. Contractor shall ensure all such agents, employees, assigns, and Subcontractors sign agreements containing nondisclosure provisions at least as protective as those in this Agreement, and that the nondisclosure provisions are in force at all times the agent, employee, assign, or Subcontractor has access to any Confidential Information. Contractor shall provide copies of those signed nondisclosure provisions to the County upon execution of the nondisclosure provisions if requested by the County.

4. **DATA SECURITY AND INTEGRITY:**

- 4.1. All facilities, whether Contractor hosted or Third Party Hosted, used to store and process County Data will implement and maintain administrative, physical, technical, and procedural safeguards and best practices at a level sufficient to provide the requested Service availability and to secure County Data from unauthorized access, destruction, use, modification, or disclosure. Such measures include, but not limited to all applicable laws, rules, policies, publications, and guidelines including, without limitation: (i) the most recently promulgated IRS Publication 1075 for all Tax Information, (ii) the most recently updated PCI Data Security Standard from the PCI Security Standards Council for all PCI, (iii) the most recently issued version of the U.S. Department of Justice, Federal Bureau of Investigation, Criminal Justice Information Services Security Policy for all CJ, (iv) the Colorado Consumer Protection Act, (v) the Children's Online Privacy Protection Act (COPPA), (vi) the Family Education Rights and Privacy Act (FERPA), (vii) C.R.S. § 24-72-101 et seq., (viii) the Telecommunications Industry Association (TIA) Telecommunications Infrastructure Standard for Data Centers (TIA-942); (ix) the federal Health Insurance Portability and Accountability Act for all PHI and the HIPAA Business Associate Addendum attached to this Agreement, if applicable. The Contractor shall submit to the County, within fifteen (15) days of the County's written request, copies of the Contractor's policies and procedures to maintain the confidentiality of protected health information to which the Contractor has access, and if applicable, Contractor shall comply with all HIPAA requirements contained herein or attached as an exhibit.
- 4.2. Contractor warrants that all County Data and End User Data will be encrypted in transmission (including via web interface) and in storage by a mutually agreed upon National Institute of Standards and Technology (NIST) approved strong encryption method and standard.
- 4.3. Contractor shall at all times use industry-standard and up-to-date security tools, technologies and procedures including, but not limited to anti-virus and anti-malware protections and intrusion detection and reporting in providing Services under this Agreement. Both parties shall take reasonable steps to minimize the risk of the transmission of viruses from that party's systems to the systems of the other party or its third-party contractors.
- 4.4. Contractor shall, and shall cause its Subcontractors, to do all of the following:
 - 4.4.1. Provide physical and logical protection for all hardware, software, applications, and data that meets or exceeds industry standards and the requirements of this Agreement.
 - 4.4.2. Maintain network, system, and application security, which includes, but is not limited to, network firewalls, intrusion detection (host and network), annual security testing, and improvements or enhancements consistent

with evolving industry standards.

- 4.4.3. Comply with State and federal rules and regulations related to overall security, privacy, confidentiality, integrity, availability, and auditing.
- 4.4.4. Provide that security is not compromised by unauthorized access to workspaces, computers, networks, software, databases, or other physical or electronic environments. Provided that if Contractor has complied with all of its obligations under the Agreement (including Section 4.2) it shall not be liable for any third party unauthorized access.
- 4.4.5. Promptly report all Data Incidents, including Data Incidents that do not result in unauthorized disclosure or loss of data integrity.
- 4.4.6. Upon reasonable prior written notice (and not less than fourteen (14) days), Contractor shall provide the County with scheduled access for the purpose of inspecting and monitoring access and use of County Data, maintaining County systems, and evaluating physical and logical security control effectiveness. Except where there has been a Data Incident, such access shall be limited to two (2) times per year throughout the Term.
- 4.4.7. Contractor shall perform current background checks in a form reasonably acceptable to the County on all of its respective employees and agents performing services or having access to County Data provided under this Agreement, including any Subcontractors or the employees of Subcontractors. A background check performed within 30 days prior to the date such employee or agent begins performance or obtains access to County Data shall be deemed to be current.
- 4.4.8. Upon request by the County, Contractor will provide notice to the County IT Department confirming that background checks have been performed. Such notice will inform the County of any action taken in response to such background checks, including any decisions not to take action in response to negative information revealed by a background check.
- 4.4.9. If Contractor will have access to Federal Tax Information under the Agreement, Contractor shall comply with the background check requirements defined in IRS Publication 1075 and §24-50-1002, C.R.S.
- 4.5. Contractor shall use, hold, and maintain Confidential and Protected Information in compliance with any and all applicable laws and regulations only in facilities located within the United States, and shall maintain a secure environment that ensures confidentiality of all Confidential and Protected Information.
- 4.6. Prior to the Effective Date of this Agreement, Contractor, will at its expense conduct or have conducted the following, and thereafter, Contractor will at its

expense conduct or have conducted the following at least once per year, and immediately after any actual or reasonably suspected Data Incident:

- 4.6.1. A SSAE 16/SOC 2 or other mutually agreed upon audit of Contractor's security policies, procedures and controls;
- 4.6.2. A quarterly external and internal vulnerability scan of Contractor's systems and facilities, to include public facing websites, that are used in any way to deliver Services under this Agreement. The report must include the vulnerability, age and remediation plan for all issues identified as critical or high;
- 4.6.3. A formal penetration test, performed by a process and qualified personnel of Contractor's systems and facilities that are used in any way to deliver Services under this Agreement.
- 4.7. Contractor will provide County the reports or other documentation resulting from the above audits, certifications, scans and tests within seven (7) business days of Contractor's receipt of such results.
- 4.8. Based on the results and recommendations of the above audits, certifications, scans and tests, Contractor will, within thirty (30) calendar days of receipt of such results, promptly modify its security measures in order to meet its obligations under this Agreement and provide County with written evidence of remediation.
- 4.9. On fourteen (14) days' written notice to Contractor, County may require, at its expense, that Contractor perform additional audits and tests, the results of which will be provided to County within seven (7) business days of Contractor's receipt of such results. Except where there has been a Data Incident, such access shall be limited to two (2) times per year throughout the Term.
- 4.10. County shall (i) use all reasonable commercial endeavors to reduce levels of fraud and/or chargebacks in relation to the Products; and (ii) shall not (and shall use all reasonable commercial endeavors to procure that the End Users shall not) access or use the Justride Platform other than as and to the extent reasonably required for the purposes of using the Services as anticipated by this Contract. "Reasonable commercial endeavors" includes:
 - 4.10.1. preventing access to the App by an End User upon the Contractor informing the Customer in writing of suspected fraudulent activity by such End Users; and
 - 4.10.2. placing a warning to rider End Users in the In-App End User Terms of the potential consequences of suspected fraudulent activity (as set out in in sections 4.10.1 and 4.10.2 above), in relation to End User's use of the Justride Retail Mobile App and Products,

provided that nothing in this section 4.10 requires County to do anything that is

not in compliance with all applicable laws and regulations (including US consumer law).

- 4.11. The Contractor shall be entitled to suspend or restrict access to the Justride Platform in whole or in part at any time without liability to County where:
 - 4.11.1. the Contractor reasonably considers that this is necessary to protect the Justride Platform or the data held on it or the systems of any other customer of the Contractor; or
 - 4.11.2. the Contractor reasonably considers that County or an End User (as the case may be) is seeking to access or use the Justride Platform other than in accordance with this Contract.
- 4.12. The Contractor shall notify County in writing as soon as reasonably practicable of any suspension or restriction under section 4.11. The Contractor shall also restore access to the Justride Platform promptly after the matter that led the Contractor to restrict suspend access has been resolved to the Contractor's reasonable satisfaction.

5. **RESPONSE TO LEGAL ORDERS, DEMANDS OR REQUESTS FOR DATA:**

- 5.1. Except as otherwise expressly prohibited by law, Contractor will:
 - 5.1.1. If required by a court of competent jurisdiction or an administrative body to disclose County Data, Contractor will notify County in writing immediately upon receiving notice of such requirement and prior to any such disclosure;
 - 5.1.2. Consult with County regarding its response;
 - 5.1.3. Cooperate with County's reasonable requests in connection with efforts by County to intervene and quash or modify the legal order, demand or request; and
 - 5.1.4. Upon County's request, provide County with a copy of its response.
- 5.2. If County receives a subpoena, warrant, or other legal order, demand or request seeking data maintained by Contractor, County will promptly provide a copy to Contractor. Contractor will supply County with copies of data required for County to respond within three (3) Business Days after receipt of copy from County and will cooperate with County's reasonable requests in connection with its response.

6. **DATA INCIDENT RESPONSE:**

- 6.1. The Contractor shall maintain documented policies and procedures for Data Incident and breach reporting, notification, and mitigation. If the Contractor

becomes aware of any Data Incident, it shall notify the County immediately (and within 48 hours of becoming aware of the Data Incident) and cooperate with the County regarding recovery, remediation, and the necessity to involve law enforcement, as determined by the County. The Contractor shall cooperate with the County to satisfy notification requirements as currently defined in either federal, state, or local law. Unless Contractor can establish that none of Contractor or any of its agents, employees, assigns or subcontractors are the cause or source of the Data Incident, Contractor shall be responsible for the reasonable cost of notifying each person who may have been impacted by the Data Incident. After a Data Incident, Contractor shall take steps to reduce the risk of incurring a similar type of Data Incident in the future as directed by the County, which may include, but is not limited to, developing and implementing a remediation plan that is approved by the County at no additional cost to the County.

- 6.2. Contractor shall report, either orally or in writing, to County any Data Incident involving County Data, or circumstances that could have resulted in unauthorized access to or disclosure or use of County Data, not authorized by this Agreement or in writing by County, including any reasonable belief that an unauthorized individual has accessed County Data. Contractor shall make the report to County immediately upon discovery of the unauthorized disclosure, but in no event more than forty-eight (48) hours after Contractor reasonably believes there has been such unauthorized use or disclosure. Oral reports by Contractor regarding Data Incidents will be reduced to writing and supplied to County as soon as reasonably practicable, but in no event more than forty-eight (48) hours after oral report.
- 6.3. Immediately upon becoming aware of any such Data Incident, Contractor shall fully investigate the circumstances, extent and causes of the Data Incident, and report the results to County and continue to keep County informed daily of the progress of its investigation until the issue has been effectively resolved.
- 6.4. Contractor's report discussed herein shall identify: (i) the nature of the unauthorized use or disclosure, (ii) the data used or disclosed, (iii) who made the unauthorized use or received the unauthorized disclosure (if known), (iv) what Contractor has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure, and (v) what corrective action Contractor has taken or shall take to prevent future similar unauthorized use or disclosure.
- 6.5. Within ten (10) calendar days (or such other time as may be agreed between the parties given the nature of the Data Incident) of the date Contractor becomes aware of any such Data Incident, Contractor shall have completed implementation of corrective actions to remedy the Data Incident, restore County access to the Services as directed by County, and prevent further similar unauthorized use or disclosure.
- 6.6. Contractor, at its expense, shall cooperate fully with County's investigation of and response to any such Data Incident.

- 6.7. Except as otherwise required by law, Contractor will not disclose or otherwise provide notice of the incident directly to any person, regulatory agencies, or other entities, without prior written permission from County.
- 6.8. Notwithstanding any other provision of this Agreement, and in addition to any other remedies available to County under law or equity, Contractor will promptly reimburse County in full for all reasonable costs incurred by County in any investigation, remediation or litigation resulting from any such Data Incident, including but not limited to providing notification to Third Parties whose data were compromised and to regulatory bodies, law-enforcement agencies or other entities as required by law or contract; establishing and monitoring call center(s), and credit monitoring and/or identity restoration services to assist each person impacted by a Data Incident in such a fashion that, in County's (acting reasonably and in good faith) sole discretion, could lead to identity theft; and the payment of reasonable legal fees and expenses, audit costs, fines and penalties, and other fees imposed by regulatory agencies, courts of law, or contracting partners as a result of the Data Incident. PROVIDED THAT this section 6.8 shall not apply where the Data Incident (i) is not caused by the Contractor breaching its contractual obligations; or (ii) is caused by an act or omission of County.

7. DATA RETENTION AND DISPOSAL:

- 7.1. Contractor will retain Data in an End User's account, including attachments, until the End User deletes them or for the time period mutually agreed to by the parties in this Agreement.
- 7.2. Using appropriate and reliable storage media, Contractor will regularly backup Data and retain such backup copies consistent with the County's data retention policies.
- 7.3. At the County's election, Contractor will either securely destroy or transmit to County repository any backup copies of County and/or End User Data. Contractor will supply County a certificate indicating the records disposed of, the date disposed of, and the method of disposition used.
- 7.4. Contractor will retain logs associated with End User activity consistent with the County's data retention policies.
- 7.5. Contractor will immediately preserve the state of the data at the time of the request and place a "hold" on data destruction or disposal under its usual records retention policies of records that include data, in response to an oral or written request from County indicating that those records may be relevant to litigation that County reasonably anticipates. Oral requests by County for a hold on record destruction will be reduced to writing and supplied to Contractor for its records as soon as reasonably practicable under the circumstances. County will promptly

coordinate with Contractor regarding the preservation and disposition of these records. Contractor shall continue to preserve the records until further notice by County.

8. DATA TRANSFER UPON TERMINATION OR EXPIRATION:

- 8.1. Upon expiration or earlier termination of this Agreement or any Services provided in this Agreement, Contractor shall assist County with a complete transition of the Services from Contractor to the County or any replacement provider designated solely by the County and use reasonable endeavors to minimize any interruption of or adverse impact on the Services or any other services provided by third parties in this Agreement. Contractor shall provide reasonable cooperation to/with the County or such replacement provider and (in accordance with the timetable in any exit plan agreed with County) take all steps reasonably required to assist in effecting a complete transition of the Services designated by the County. Where the Agreement has been terminated for cause by County all services provided by Contractor related to such transition shall be performed at no additional cost beyond what would be paid for the Services in this Agreement. In all other circumstances of expiry or termination, (i) County shall pay Contractor's reasonable fees for all services provided by Contractor related to such transition; and (ii) the parties shall agree (and document in writing) the transition services fees (if any) payable to Contractor, prior to any transition services being provided.
- 8.2. In the event of termination of any services or agreement in entirety, the Contractor shall not take any action to intentionally erase any County Data for a period of 60 days after the effective date of termination. After such period, the Contractor shall have no obligation to maintain or provide any County Data. After the 60 day period, unless otherwise agreed upon by Contractor and County in writing, Contractor will securely dispose all County Data in its systems or otherwise in its possession or under its control.
- 8.3. During any period of service suspension, the Contractor shall not take any action to intentionally erase any County Data.

9. **SERVICE LEVELS:** Incorporated into Masabi Support Program 3.3 - 2021_1_SLA update - Attachment E.

10. **INTERRUPTIONS IN SERVICE; SUSPENSION AND TERMINATION OF SERVICE; CHANGES TO SERVICE:** Incorporated into Agreement and Scope of Work. For operational and other reasons, Masabi may at any time vary the technical specification and form of the Services without seeking the consent of County PROVIDED THAT such variation does not detract from or impair to a material degree the overall operation or performance of Services or will or may result in County incurring additional costs or expenses. Contractor shall give notice to County of any such variation as soon as practicable. The expense of any such variation shall be borne by Contractor.

11. **COMPLIANCE WITH APPLICABLE LAWS AND COUNTY POLICIES:**

Contractor will comply with all applicable laws, codes, rules and regulations in performing the Services under this Agreement. Any Contractor personnel visiting County's facilities will comply with all applicable County policies regarding access to, use of, and conduct within such facilities. County will provide copies of such policies to Contractor upon request.

12. **WARRANTIES, REPRESENTATIONS AND COVENANTS:** Contractor represents and warrants that:

- 12.1. The Service will conform to applicable specifications, and operate and produce results substantially in accordance with the Documentation and the Exhibits attached hereto, and will be free from material deficiencies and material defects in materials, workmanship, design and/or performance during the Term of this Agreement.
- 12.2. All technology related services will be performed by qualified personnel in a professional and workmanlike manner, consistent with industry standards.
- 12.3. Contractor has the requisite ownership, rights and licenses to perform its obligations under this Agreement fully as contemplated hereby and to grant to the County all rights with respect to the software and Services free and clear from all liens, adverse claims, encumbrances and interests of any Third Party.
- 12.4. There are no pending or threatened lawsuits, claims, disputes or actions: (i) alleging that any software or service infringes, violates or misappropriates any Third Party rights; or (ii) adversely affecting any software, service or supplier's ability to perform its obligations hereunder.
- 12.5. The Service will not violate, infringe, or misappropriate any patent, copyright, trademark, trade secret, or other intellectual property or proprietary right of any Third Party.
- 12.6. Excluding anything introduced by County or from County Data, the software and Service will contain no malicious or disabling code that is intended to damage, destroy or destructively alter software, hardware, systems or data. Excluding County Data, Contractor shall be responsible for the completeness and accuracy of the Services (excluding County Data and documents prepared or compiled by County), including all supporting data or other documents prepared or compiled in performance of the Services, and shall correct, at its sole expense, all significant errors and omissions therein. The fact that the County has accepted or approved the Services shall not relieve Contractor of any of its responsibilities. If Contractor is unable to correct any breach in the Services warranty by the date which is sixty (60) calendar days after County provides notice of such breach, County may, in its sole discretion, either extend the time for Contractor to cure the breach or terminate this Agreement for cause and receive a full refund of all

amounts paid to Contractor under this Agreement during the period from the date of County notification of the breach to the date of termination.

- 12.7. Disabling Code Warranty. Contractor represents, warrants and agrees that the Services do not contain and County will not receive from Contractor (through any intentional act/omission of Contractor or Contractor's default of its obligations under this Agreement) any virus, worm, trap door, back door, timer, clock, counter or other limiting routine, instruction or design, or other malicious, illicit or similar unrequested code, including surveillance software or routines which may, or is designed to, permit access by any person, or on its own, to erase, or otherwise harm or modify any County system or Data (a "Disabling Code"). In the event a Disabling Code is identified and is introduced (as result of an intentional act/omission of Contractor or Contractor's default of its obligations under this Agreement), Contractor shall (using all reasonable commercial endeavors) take all steps necessary, at no additional cost to County, to: (a) restore and/or reconstruct any and all Data lost by County as a result of Disabling Code; (b) furnish to County a corrected version of the Services without the presence of Disabling Codes; and, (c) as needed, re-implement the Services at no additional cost to County. This warranty shall remain in full force and effect as long as this Agreement remains in effect.
- 12.8. Third Party Warranties and Indemnities. Contractor will assign to County all Third Party warranties and indemnities that Contractor receives in connection with any products provided to County. To the extent that Contractor is not permitted to assign any warranties or indemnities through to County, Contractor agrees to specifically identify and enforce those warranties and indemnities on behalf of County to the extent Contractor is permitted to do so under the terms of the applicable Third Party agreements.
- 12.9. THE WARRANTIES SET FORTH ABOVE ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, WITH REGARD TO THE SERVICES PURSUANT TO THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY.

13. CONFIDENTIALITY:

- 13.1. Contractor shall keep confidential, and cause all Subcontractors to keep confidential, all County Data, unless the County Data are publicly available. Contractor shall not, without prior written approval of the County, use, publish, copy, disclose to any third party, or permit the use by any third party of any County Data, except as otherwise stated in this Agreement, permitted by law, or approved in writing by the County. Contractor shall provide for the security of all Confidential Information in accordance with all applicable laws, rules, policies, publications, and guidelines. If Contractor or any of its Subcontractors will or may receive the following types of data, Contractor or its Subcontractors shall provide for the security of such data according to the following: (i) the most

recently promulgated IRS Publication 1075 for all Tax Information and in accordance with the Safeguarding Requirements for Federal Tax Information, attached to this Contract as an Exhibit if applicable; (ii) the most recently updated PCI Data Security Standard from the PCI Security Standards Council for all PCI; (iii) the most recently issued version of the U.S. Department of Justice, Federal Bureau of Investigation, Criminal Justice Information Services Security Policy for all CJ; and (iv) the federal Health Insurance Portability and Accountability Act for all PHI and in accordance with the HIPAA Business Associate Agreement attached to this Agreement as an Exhibit if applicable.

- 13.2. A Receiving Party shall ensure, with respect to all Confidential Information obtained by or on behalf of it from or relating to the Disclosing Party, any affiliate of the Disclosing Party, or the Disclosing Party's employees or agents in connection with the Agreement or its performance, that it:
 - 13.2.1. does not disclose it to any person except where and to the extent expressly permitted under section 13.3;
 - 13.2.2. maintains it in confidence and takes all reasonable precautions to prevent any unauthorized disclosure or use of it including taking at least the same steps to protect it as it does with its own confidential information; and
 - 13.2.3. uses it only to perform its obligations or exercise or evaluate its rights under this Agreement.
- 13.3. Each party agrees to exercise the same degree of care and protection with respect to the Confidential Information that it exercises with respect to its own similar Confidential Information and not to directly or indirectly provide, disclose, copy, distribute, republish or otherwise allow any Third Party to have access to any Confidential Information without prior written permission from the disclosing party. However: (a) either party may disclose Confidential Information to its employees and authorized agents who have a need to know; (b) either party may disclose Confidential Information if so required to perform any obligations under this Agreement; and (c) either party may disclose Confidential Information if so required by law (including court order or subpoena) in which case the Receiving Party shall give the Disclosing Party prompt notice of the relevant court order or subpoena. Nothing in this Agreement shall in any way limit the ability of County to comply with any laws or legal process concerning disclosures by public entities. Contractor acknowledges that any responses, materials, correspondence, documents or other information provided to County are subject to applicable state and federal law, including CORA, and that the release of Confidential Information in compliance with those acts or any other law will not constitute a breach or threatened breach of this Agreement.
- 13.4. Each party will inform its employees and officers of the obligations under this

Agreement, and all requirements and obligations of the Receiving Party under this Agreement shall survive the expiration or earlier termination of this Agreement. Contractor shall not disclose County Data or Confidential Information to subcontractors unless such subcontractors are bound by non-disclosure and confidentiality provisions at least as strict as those contained in this Agreement.

14. **COLORADO OPEN RECORDS ACT:** The parties understand that all the material provided or produced under this Agreement, including items marked Proprietary or Confidential, may be subject to the Colorado Open Records Act., C.R.S. § 24-72-201, et seq. In the event of a request to the County for disclosure of such information, the County shall advise Contractor of such request in order to give Contractor the opportunity to object to the disclosure of any of its documents which it marked as proprietary or confidential material. In the event of the filing of a lawsuit to compel such disclosure, the County will tender all such material to the court for judicial determination of the issue of disclosure and Contractor agrees to intervene in such lawsuit to protect and assert its claims of privilege against disclosure of such material or waive the same. Contractor further agrees to defend, indemnify and save and hold harmless the County, its officers, agents and employees, from any claim, damages, expense, loss or costs arising out of Contractor's intervention to protect and assert its claim of privilege against disclosure under this Article including but not limited to, prompt reimbursement to the County of all reasonable attorney fees, costs and damages that the County may incur directly or may be ordered to pay by such court.
15. **SOFTWARE AS A SERVICE, SUPPORT AND SERVICES TO BE PERFORMED:**
 - 15.1. Contractor, under the general direction of, and in coordination with, the County's ECO Transit Department or other designated supervisory personnel (the "Manager") agrees to provide the Services listed on Exhibit A and perform the technology related services described on attached Exhibit A (the "Scope of Work" or "SOW"). As part of the SOW, Exhibit B explains the Validator IAT Procedure and is incorporated herein.
 - 15.2. In consideration for and subject to payment of the Charges and the other terms of this Contract, the Contractor shall provide to County throughout the Term:
 - 15.2.1. access to and use of the Justride Platform in accordance with section 16 (Grant of Licenses and Restrictions);
 - 15.2.2. the Platform Services;
 - 15.2.3. the Support Services; and
 - 15.2.4. any requested Additional Services as may be agreed in writing between the parties from time to time.

- 15.3. Contractor shall display, and list the Products on the Justride Retail Mobile App and resell the Products through the Justride Retail Mobile App and shall accept and process orders for and take payments for such Products through the Justride Retail Mobile App as merchant of record.
- 15.4. As the Manager directs, the Contractor shall diligently undertake, perform, and complete all of the technology related services and produce all the deliverables set forth on Exhibit A to the County's satisfaction.
- 15.5. By signing below, Contractor represents that it has the expertise and personnel necessary to properly and timely perform the technology related services and the Services required by this Agreement.
- 15.6. The Contractor shall faithfully perform the technology related services in accordance with the standards of care, skill, training, diligence, and judgment provided by highly competent individuals performing services of a similar nature to those described in the Agreement and in accordance with the terms of the Agreement.
- 15.7. User ID Credentials. Internal corporate or customer (tenant) user account credentials shall be restricted as per the following, ensuring appropriate identity, entitlement, and access management and in accordance with established policies and procedures:
 - 15.7.1. Identity trust verification and service-to-service application (API) and information processing interoperability (e.g., SSO and Federation)
 - 15.7.2. Account credential lifecycle management from instantiation through revocation
 - 15.7.3. Account credential and/or identity store minimization or re-use when feasible
 - 15.7.4. Adherence to industry acceptable and/or regulatory compliant authentication, authorization, and accounting (AAA) rules (e.g., strong/multi-factor, expire able, non-shared authentication secrets)
- 15.8. Vendor Supported Releases. The Contractor shall maintain the currency all third-party software used in the development and execution or use of the software including, but not limited to: all code libraries, frameworks, components, and other products (e.g., Java JRE, code signing certificates, .NET, jQuery plugins, etc.), whether commercial, free, open-source, or closed-source; with third-party vendor approved and supported releases.
- 15.9. Azure AD. The County's Identity and Access Provider system is an integrated infrastructure solution that enables many of the County's services and online resources to operate more efficiently, effectively, economically and securely. All new and proposed applications must utilize federated single sign-on via Azure

AD. Strong authentication is required for privileged accounts or accounts with access to sensitive information. This technical requirement applies to all solutions, regardless to where the application is hosted.

Validation Hardware and Warranty

- 15.10. The Contractor shall provide County with the Validation Hardware. The Contractor is not responsible for installation and/or configuration of the Validation Hardware, which shall be installed and configured by Customer (or its appointed installation agent or subcontractor) in accordance with the Documentation and specifications provided by the Contractor. Customer shall carry out installation acceptance testing using and following the Validation Hardware IAT Procedure to ensure that installation has been completed satisfactorily and confirm the results with the Contractor in writing.
- 15.11. Subject to the remainder of this Section 15, the Contractor warrants that the Validation Hardware is free from defects in manufacturing or workmanship for a period of 12 months after delivery to County (or its appointed installation agent or subcontractor) (the “Warranty Period”).
- 15.12. The Contractor provides a ‘back to base’ repair or replacement warranty as set out in the Masabi Hardware Warranty Plan as set out in Exhibit C (Hardware Warranty Plan for Validators). The warranty cover is provided at no cost to County during the 12 month Warranty Period. If County's warranty claim is subsequently found by the Contractor to be outside the scope or duration of the warranty, the costs of investigation and repair shall be borne by County.
- 15.13. County is responsible for ensuring they have sufficient spares of the Validation Hardware in stock to ensure that there is no impact on their baseline service whilst any Validation Hardware is returned for ‘under warranty’ repairs.
- 15.14. The Contractor shall not in any circumstances be liable for any damage or defect to the Validation Hardware caused by improper use of the Validation Hardware or use outside its normal application.

cEMV Readiness

- 15.15. County shall at all times complies with all requirements of the Validation Hardware PCI Compliance Plan.
- 15.16. The Contractor encourages County to be ready for cEMV. If cEMV is planned, County must comply with the requirements of sections 15.17 to 15.22 (inclusive) or risk additional costs if it fails to comply and at some future date requires cEMV.
- 15.17. County shall (i) carry out self-service “Chain of Custody” training prior to receipt of Validation Hardware; (ii) comply with its Chain of Custody obligations; and

(iii) have secure locations to maintain access to the Validation Hardware. For the purposes of this clause, ‘Chain of Custody’ is a process for receiving, using and storing cEMV equipment.

- 15.18. County shall visually inspect each installed or stored JRV once per year, and record details of the inspection, sending a record of the inspections to the Contractor (the “County Submitted Records”). County shall return all damaged/broken/decommissioned units back to the Contractor.
- 15.19. County shall store all Validation Hardware in a secure location when they are not fitted to a bus or otherwise in use, and provide details of the storage locations (per-device) to the Contractor.
- 15.20. When the Contractor provides a web-based audit support tool to assist County in collecting the requested information in sections 15.21 and 15.22, County shall only use the web-based audit support tool to perform the annual inspection and secure storage tracking activities.
- 15.21. County shall, on demand (i) provide or procure access for the Contractor to the premises at which the Validation Hardware are (in accordance with section 15.17) stored; and (ii) provide reasonable co-operation and support to the Contractor, for the purposes of the Contractor conducting an on-site audit to verify County Submitted Records with the actual physical devices. If the above requirements are not complied with then the Contractor may give immediate notice and subsequently discontinue any cEMV service that may be provided to County.
- 15.22. County shall at all times comply with all requirements of the Validation Hardware PCI Compliance Plan if County wants to receive cEMV services at a future date. If County does not comply with all requirements of the Validation Hardware PCI Compliance Plan then it will face additional work and associated costs if it wants to receive cEMV services at a future date. As at the Effective Date, the works (and associated costs) include, but are not limited to, having to remove all Validation Hardware units and return them to the Contractor for Contractor to inspect each unit to see if the XAC processing chip element has been tampered with in any way and potentially change out the XAC processing chip element and on return of the Validation Hardware units to County, for County to re-install each unit on the buses. All removal, shipping (to and from Contractor), review and (potential) replace of the XAC processing chip element by Contractor and re-installation costs associated with this work is all at County’s cost. Masabi’s costs associated with the additional work it will carry out (i.e. inspecting each unit to see if the XAC processing chip element has been tampered with in any way and potentially changing out the XAC processing chip element) are not possible to accurately quantify at this point.

Validation Hardware - Title and Risk

- 15.23. Title to and ownership of the Validation Hardware shall pass to County on payment in full in accordance with the terms of this Contract. Risk of loss of the Validation Hardware will pass to County at the point of landing delivery at the Premises.
- 15.24. From the point of landing delivery of the Validation Hardware at the Premises until title and ownership has passed to County under Section 15.23, County shall:
- 15.24.1. hold the Validation Hardware on a fiduciary basis as the Contractor's bailee;
 - 15.24.2. store the Validation Hardware (at no cost to the Contractor) in satisfactory conditions and separately from all County's other equipment or that of a third party, so that it remains readily identifiable as the Contractor's property; and
 - 15.24.3. not destroy, deface or obscure any identifying mark or packaging on or relating to the Validation Hardware.
- 15.25. County's right to possession of the Validation Hardware before ownership has passed to it shall terminate immediately if any of the circumstances set out in section 21.5 (Termination for Insolvency) arise or if County elects to encumber or in any way place a charge over the Validation Hardware.
- 15.26. Until title and ownership of the Validation Hardware is transferred to County in accordance with section 15.23, County grants the Contractor, its agents and employees an irrevocable licence to enter any vehicle or premises, on reasonable prior notice, where the Validation Hardware is or may be installed or stored in order to inspect it, or where County's right to possession has terminated, to remove it. All reasonable costs incurred by the Contractor in repossessing the Validation Hardware shall be borne by County.

Validator Disposal and Resale

- 15.27. County shall comply with its obligations in relation to disposal of the Validation Hardware set out in the Validation Hardware PCI Compliance Plan. Further, County is not permitted to resell the Validation Hardware without written consent from the Contractor.
- 15.28. EXCEPT FOR THE WARRANTIES SET OUT IN THE CONTRACT, ALL SERVICES MATERIALS, AND RIGHTS ARE PROVIDED "AS IS" AND THE CONTRACTOR HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHER, AND THE CONTRACTOR SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE OR TRADE PRACTICE. WITHOUT LIMITING THE

FOREGOING, CONTRACTOR MAKES NO WARRANTY OF ANY KIND THAT THE SERVICES OR PROVIDER MATERIALS, OR ANY PRODUCTS OR RESULTS OF THE USE THEREOF, WILL MEET TRANSIT AGENCY CUSTOMER'S OR ANY OTHER PERSON'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM OR OTHER SERVICES OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE OR ERROR FREE. ALL THIRD-PARTY MATERIALS ARE PROVIDED "AS IS" AND ANY REPRESENTATION OR WARRANTY OF OR CONCERNING ANY THIRD-PARTY MATERIALS IS STRICTLY BETWEEN CUSTOMER AND THE THIRD-PARTY OWNER OR DISTRIBUTOR OF THE THIRD-PARTY MATERIALS.

16. **GRANT OF LICENSE; RESTRICTIONS:**

- 16.1. Contractor grants to County, for the term of the Agreement, a non-exclusive, royalty-free license to access and use the Justride Platform, the Documentation and the results of any Additional Services in the Territory in connection with the Services and as contemplated under this Agreement (the “**Licensed Products**”). County shall have a right to use and receive all Updates free of charge during the Term of this Agreement. County shall also be entitled to receive software Updates to onboard hardware, free of charge, as Contractor may release such Updates during the Term of this Agreement.
- 16.2. License Restrictions: County shall not:
 - 16.2.1. copy any part or all of the Licensed Products except as and to the extent expressly required to be permitted by law or any regulation or pursuant to an order of any court or governmental authority (to the extent applicable), or as contemplated in (and expressly permitted by) this Agreement;
 - 16.2.2. alter, adapt, modify, translate, reverse engineer, disassemble or decompile the Licensed Products in any way or for any purpose, including without limitation, for error correction, except as and to the extent expressly permitted by this Agreement or as required to be permitted by law or any regulation or pursuant to an order of any court or governmental authority (to the extent applicable);
 - 16.2.3. except as permitted under section 16.2.2 above, remove, change or obscure any aspect of the Licensed Products identification or notice of proprietary rights and restrictions on or in relation to the Licensed Products;
 - 16.2.4. incorporate any part or all of the Licensed Products, or knowingly allow them to be incorporated, into any other product or documentation other

than strictly as and to the extent contemplated by and for the purposes of using the Licensed Products in accordance with this Agreement; or

16.2.5. load, use or sub-licence or otherwise make available any or all of the Licensed Products otherwise than as expressly permitted by this Agreement.

16.3. Title to and ownership of Licensed Products and the Service, including any solution provided to County to meet the requirements of the Statement of Work, will remain with Contractor. County will not reverse engineer or reverse compile any part of the Licensed Products or Service. County will not remove, obscure or deface any proprietary notice or legend contained in the Licensed Products, Service or Documentation without Contractor's prior written consent.

16.4. County grants the use of its name and any company logos to Contractor for the purposes of Contractor's sales and marketing for the duration of this Agreement.

17. **DELIVERY AND ACCEPTANCE:**

17.1. During the implementation of the Service, the County may test and evaluate the Service to ensure that the Service conforms, in the County's reasonable judgment, to the specifications outlined in the SOW or the Documentation. If at any time during implementation of the Service (excluding the JRVs which are subject the hardware warranty in sections 15.11 and 15.12 and Exhibit C (Masabi Hardware Warranty Plan) does not conform to said specifications, the County will notify Contractor in writing within sixty (60) days. Contractor will, at its expense, repair or replace the nonconforming Service within fifteen (15) days after receipt of the County's notice of deficiency. The foregoing procedure will be repeated until the County accepts or finally rejects the Service, in whole or part, in its sole discretion. In the event that the Service does not perform to the County's satisfaction, the County reserves the right to repudiate acceptance and terminate this Agreement (in its sole discretion) on thirty (30) days' written notice to Contractor. In the event that the County finally rejects the Service, or repudiates acceptance of it and terminates this Agreement, Contractor will refund to the County all fees paid, if any, by the County with respect to the Service.

17.2. During implementation of the Service, if the County is not satisfied with the Contractor's performance of the technology related services described in the SOW, the County will so notify Contractor within thirty (30) days after Contractor's performance thereof. Contractor will, at its own expense, re-perform the service within fifteen (15) days after receipt of County's notice of deficiency. The foregoing procedure will be repeated until County accepts or finally rejects the technology related service in its sole discretion. In the event that County finally rejects any technology related service, Contractor will refund to County all fees paid by County with respect to such technology related service.

18. **TERM:** This Agreement shall commence upon the date first written above, and subject

to the provisions of paragraph 19 hereof, shall continue for one year. Thereafter, this agreement shall be automatically renewed for successive periods of 12 months (each a "Renewal Period"), unless either party notifies the other party of termination, in writing, at least sixty (60) days before the end of the initial Term or any Renewal Period.

19. COMPENSATION AND PAYMENT:

- 19.1. Fee: The fee for implementation of the Services and technology related services is described in Exhibit A and is capped at \$ 294,299.35 (the "Services Implementation Fee"). The Services Implementation Fee shall be paid in accordance with the Payment Milestones in Exhibit A. County will not withhold any taxes from monies paid to the Consultant hereunder and Consultant agrees to be solely responsible for the accurate reporting and payment of any taxes related to payments made pursuant to the terms of this Agreement. The fee for ongoing services (i.e. all Product related transaction fees and license fees post implementation of the Services) are set out in Appendix A (Scope of Work and Pricing) shall be paid monthly.
- 19.2. Reimbursement Expenses: Any out-of-pocket expenses to be incurred by Contractor and reimbursed by County shall be identified on Exhibit A. Out-of-pocket expenses will be reimbursed without any additional mark-up thereon and are included in the Maximum Payment Obligation set forth below. Out-of-pocket expenses shall not include any payment of salaries, bonuses or other compensation to personnel of Contractor. Contractor shall not be reimbursed for expenses that are not set forth on Exhibit A unless specifically approved in writing by County.
- 19.3. Invoicing: Contractor must submit an invoice which shall include clear identification of the deliverable that has been completed, and other information reasonably requested by the County. Payment will be made for Services satisfactorily performed within thirty (30) days of receipt of a proper and accurate invoice from Contractor.
- 19.4. Maximum Payment Obligation:
 - 19.4.1. Notwithstanding any other provision of the Agreement, the County's maximum payment obligation for the Services Implementation Fee shall not exceed \$294,299.35 (the "Maximum Implementation Payment Obligation"). No Additional Services or work performed by Contractor shall be the basis for additional compensation unless and until Contractor has obtained written authorization and acknowledgement by County for such Additional Services in accordance with County's internal policies. Accordingly, no course of conduct or dealings between the parties, nor verbal change orders, express or implied acceptance of alterations or additions to the Services, and no claim that County has been unjustly enriched by any Additional Services, whether or not there is in fact any

such unjust enrichment, shall be the basis of any increase in the compensation payable hereunder. In the event that written authorization and acknowledgment by County for such Additional Services is not timely executed and issued in strict accordance with this Agreement, Contractor's rights with respect to such Additional Services shall be deemed waived and such failure shall result in non-payment for such Additional Services or work performed.

For any Renewal Period, the OPEX Costs shall not exceed the sum that is equal to a three percent (3%) increase over the prior year's OPEX Costs. "**OPEX Costs**" means, from Appendix A (Statement of Work and Pricing), the Platform hosting fee of \$12,000 per year and the Inspec embedded license of \$9,600.00 per year as set out in Appendix A (Statement of Work and Pricing).

- 19.4.2. Notwithstanding anything to the contrary contained in this Agreement, County and Contractor shall have no obligations under this Agreement after, nor shall any payments be made to Contractor in respect of any period after December 31 of any year, without an appropriation therefor by County in accordance with a budget adopted by the Board of County Commissioners in compliance with Article 25, title 30 of the Colorado Revised Statutes, the Local Government Budget Law (C.R.S. § 29-1-101 et. seq.) and the TABOR Amendment (Colorado Constitution, Article X, Sec. 20) (the "Approved Funds Appropriation"). Notwithstanding any other term of this Agreement, Contractor shall have no obligation to provide Services and this Agreement shall automatically terminate if County does not receive the Approved Funds Appropriation.

- 19.5. If, at any time during the term or after termination or expiration of this Agreement, County reasonably determines that any payment made by County to Contractor was improper because the Services for which payment was made were not performed as set forth in this Agreement, then upon written notice of such determination and request for reimbursement from County, Contractor shall forthwith return such payment(s) to County **EXCEPT WHERE** Contractor disputes the matter and in such case the parties shall refer the matter to the senior management for resolution. Upon termination or expiration of this Agreement, unexpended funds advanced by County, if any, shall forthwith be returned to County.

20. **STATUS OF CONTRACTOR:** This Agreement constitutes an agreement for performance of the Services by Contractor as an independent contractor and not as an employee of County. Nothing contained in this Agreement shall be deemed to create a relationship of employer-employee, master-servant, partnership, joint venture or any other relationship between County and Contractor except that of independent contractor. Contractor shall have no authority to bind County.

21. **TERMINATION AND SUSPENSION:**

- 21.1. County may terminate this Agreement, in whole or in part, at any time and for any reason, with or without cause, and without penalty therefor with thirty (30) calendar days' prior written notice to the Contractor. County shall pay all fees and charges owed to Contractor for Services provided prior to termination.
- 21.2. Notwithstanding the preceding paragraph, the County may terminate the Agreement on thirty (30) days' written notice to the Contractor if the Contractor or any of its officers or employees are convicted, plead nolo contendere, enter into a formal agreement in which they admit guilt, enter a plea of guilty or otherwise admit culpability to criminal offenses of bribery, kickbacks, collusive bidding, bid-rigging, antitrust, fraud, undue influence, theft, racketeering, extortion or any offense of a similar nature in connection with Contractor's business. Termination for the reasons stated in this paragraph is effective at the end of the thirty (30) days' written notice period.
- 21.3. Suspension for Excessive Chargebacks: The Contractor may suspend the Services on immediate written notice, where after reasonable efforts have been made with County to reduce the incidence of chargebacks, Excessive Chargebacks are still occurring. "**Excessive Chargebacks**" means where the total chargebacks is greater than or equal to 1.5% of sales recorded across two (2) consecutive months. The Contractor reserves the right to withhold funds at any time as necessary for the settlement of any disputed charges, end user (i.e. users seeking to purchase, or have purchased, tickets) complaints, allegations of fraud, chargebacks, expected chargebacks and other discrepancies.
- 21.4. Termination for Insolvency. Without affecting any other right or remedy available to it, either party may terminate this Contract with immediate effect by giving written notice to the other party if the other party files a petition commencing a voluntary case under the U.S. Bankruptcy Code, or for liquidation, reorganization, or an arrangement pursuant to any other U.S. or state bankruptcy laws, or shall be adjudicated a debtor or be declared bankrupt or insolvent under the U.S. Bankruptcy Code, or any other federal or state laws relating to bankruptcy, insolvency, winding-up, or adjustment of debts, or makes a general assignment for the benefit of creditors, or admits in writing its inability to pay its debts generally as they become due, or if a petition commencing an involuntary case under the U.S. Bankruptcy Code or an answer proposing the adjudication of the other party as a debtor or bankrupt or proposing its liquidation or reorganization pursuant to the Bankruptcy Code or any other U.S. federal or state bankruptcy laws is filed in any court and the other party consents to or acquiesces in the filing of that pleading or the petition or answer is not discharged or denied within sixty (60) calendar days after it is filed.
- 21.5. On termination or expiry of this Contract for any reason:
- 21.5.1. all rights granted to County under section 16 (Grant of License;

Restrictions) shall cease and County shall cease all use of the Licensed Products and the Services and cease all activities previously authorized by this Agreement within 90 days of the date of termination (the “ Wind-Down Period”) provided all Charges continue to be paid by County during the Wind-Down Period;

21.5.2. At the end of the Wind-Down Period, excluding all Validation Hardware in which title has passed to County in accordance with Section 15.23, the Contractor may destroy or otherwise dispose of any of the County Data in its possession unless the Contractor receives, no later than ninety (90) days after the termination of this Contract, a written request for the delivery to the Contractor of the then most recent back-up of the County Data. The Contractor shall use reasonable commercial endeavors to deliver the back-up to County within 30 days of its receipt of such a written request, provided that County has, at that time, paid all fees and charges outstanding at and resulting from termination (whether or not due at the date of termination).; and

21.5.3. At the of the Wind-Down Period, County shall destroy or return to the Contractor (at Contractor’s option) all of Contractor’s Confidential Information then in its possession, custody or control.

22. **WHEN RIGHTS AND REMEDIES NOT WAIVED:** In no event shall any action by either Party hereunder constitute or be construed to be a waiver by the other Party of any breach of covenant or default which may then exist on the part of the Party alleged to be in breach, and the non-breaching Party’s action or inaction when any such breach or default shall exist shall not impair or prejudice any right or remedy available to that Party with respect to such breach or default; and no assent, expressed or implied, to any breach of any one or more covenants, provisions or conditions of the Agreement shall be deemed or taken to be a waiver of any other breach.

23. **INSURANCE:**

23.1. **General Conditions:** Contractor agrees to secure, at or before the time of execution of this Agreement, the following insurance covering all operations, goods or services provided pursuant to this Agreement. Contractor shall keep the required insurance coverage in force at all times during the term of the Agreement, or any extension thereof, during any warranty period, and for three (3) years after termination of the Agreement. The required insurance shall be underwritten by an insurer licensed or authorized to do business in Colorado and rated by A.M. Best Company as “A-”VIII or better. Each policy shall contain a valid provision or endorsement requiring notification to the County in the event any of the required policies is canceled or non-renewed before the expiration date thereof. Such written notice shall be sent to the parties identified in the Notices section of this Agreement. Such notice shall reference the County contract number listed on the signature page of this Agreement. Said notice shall be sent thirty (30) days prior to such cancellation or non-renewal unless due to non-

payment of premiums for which notice shall be sent ten (10) days prior. If such written notice is unavailable from the insurer, contractor shall provide written notice of cancellation, non-renewal and any reduction in coverage to the parties identified in the Notices section by certified mail, return receipt requested within three (3) business days of such notice by its insurer(s) and referencing the County's contract number. If any policy is in excess of a deductible or self-insured retention, the County must be notified by the Contractor. Contractor shall be responsible for the payment of any deductible or self-insured retention. The insurance coverages specified in this Agreement are the minimum requirements, and these requirements do not lessen or limit the liability of the Contractor. The Contractor shall maintain, at its own expense, any additional kinds or amounts of insurance that it may deem necessary to cover its obligations and liabilities under this Agreement.

- 23.2. Proof of Insurance: Contractor shall provide a copy of this Agreement to its insurance agent or broker. Contractor may not commence services or work relating to the Agreement prior to placement of coverages required under this Agreement. Contractor certifies that the certificate of insurance attached as Exhibit C, preferably an ACORD certificate, complies with all insurance requirements of this Agreement. The County's acceptance of a certificate of insurance or other proof of insurance that does not comply with all insurance requirements set forth in this Agreement shall not act as a waiver of Contractor's breach of this Agreement or of any of the County's rights or remedies under this Agreement.
- 23.3. Additional Insureds: For Commercial General Liability, Auto Liability and Excess Liability/Umbrella (if required), Contractor and subcontractor's insurer(s) shall include the County, its elected and appointed officials, employees and volunteers as additional insured.
- 23.4. Waiver of Subrogation: Consultant's insurance coverage shall be primary and non-contributory with respect to all other available sources. Consultant's policy shall contain a waiver of subrogation against Eagle County.
- 23.5. Subcontractors and Subconsultants: All subcontractors and subconsultants (including independent contractors, suppliers or other entities providing goods or services required by this Agreement) shall be subject to all of the requirements herein and shall procure and maintain the same coverages required of the Contractor. Contractor shall include all such subcontractors as additional insured under its policies (with the exception of Workers' Compensation) or shall ensure that all such subcontractors and subconsultants maintain the required coverages. Contractor agrees to provide proof of insurance for all such subcontractors and subconsultants upon request by the County.
- 23.6. Workers' Compensation/Employer's Liability Insurance: Contractor shall maintain the coverage as required by statute for each work location and shall

maintain Employer's Liability insurance with limits of \$100,000 per occurrence for each bodily injury claim, \$100,000 per occurrence for each bodily injury caused by disease claim, and \$500,000 aggregate for all bodily injuries caused by disease claims. Contractor expressly represents to the County, as a material representation upon which the County is relying in entering into this Agreement, that none of the Contractor's officers or employees who may be eligible under any statute or law to reject Workers' Compensation Insurance shall effect such rejection during any part of the term of this Agreement, and that any such rejections previously affected, have been revoked as of the date Contractor executes this Agreement.

- 23.7. Commercial General Liability: Contractor shall maintain a Commercial General Liability insurance policy with limits of \$1,000,000 for each occurrence, \$1,000,000 for each personal and advertising injury claim, \$2,000,000 products and completed operations aggregate, and \$2,000,000 policy aggregate.
- 23.8. Business Automobile Liability: Contractor shall maintain Business Automobile Liability with limits of \$1,000,000 combined single limit applicable to all owned, hired and non-owned vehicles used in performing services under this Agreement.
- 23.9. Technology Errors & Omissions: Contractor shall maintain Technology Errors and Omissions insurance including cyber liability, network security, privacy liability and product failure coverage with limits of \$1,000,000 per occurrence and \$1,000,000 policy aggregate.
- 23.10. Additional Provisions:
 - 23.10.1. For Commercial General Liability, the policy must provide the following:
 - 23.10.1.1. That this Agreement is an Insured contract under the policy;
 - 23.10.1.2. Defense costs are outside the limits of liability;
 - 23.10.1.3. A severability of interests or separation of insureds provision (no insured vs. insured exclusion); and
 - 23.10.1.4. A provision that coverage is primary and non-contributory with other coverage or self-insurance maintained by the County.
 - 23.10.2. For claims-made coverage:
 - 23.10.2.1. The retroactive date must be on or before the Agreement date or the first date when any goods or services were provided to the County, whichever is earlier.
 - 23.10.2.2. Contractor shall advise the County in the event any general aggregate or other aggregate limits are reduced below the required

per occurrence limits. At their own expense, and where such general aggregate or other aggregate limits have been reduced below the required per occurrence limit, the Contractor will procure such per occurrence limits and furnish a new certificate of insurance showing such coverage is in force.

- 23.10.3. Consultant is not entitled to workers' compensation benefits except as provided by the Consultant, nor to unemployment insurance benefits unless unemployment compensation coverage is provided by Consultant or some other entity. The Consultant is obligated to pay all federal and state income tax on any moneys paid pursuant to this Agreement.
- 23.10.4. If Consultant fails to secure and maintain the insurance required by this Agreement and provide satisfactory evidence thereof to County, County shall be entitled to immediately terminate this Agreement.
- 23.10.5. The insurance provisions of this Agreement shall survive expiration or termination hereof.

24. DEFENSE AND INDEMNIFICATION:

- 24.1. Subject to section 24.2, Contractor hereby agrees to defend, indemnify, reimburse and hold harmless County, and any of its appointed and elected officials, agents and employees ("Indemnified Parties") for, from and against all liabilities, claims, judgments, suits or demands for damages to persons or property arising out of, resulting from, or relating to the Services or work performed under this Agreement or are based on any performance or non-performance by Contractor or any of its subcontractors hereunder ("Claims"). This indemnity shall be interpreted in the broadest possible manner to indemnify County for any acts or omissions of Contractor or its subcontractors either passive or active, irrespective of fault, including County's concurrent negligence whether active or passive, except for the sole negligence or willful misconduct of County. This indemnification shall not apply to claims (i) as a result of the sole negligence or willful misconduct of County; or (ii) by third parties against the County to the extent that County is liable to such third party for such claims without regard to the involvement of the Contractor.
- 24.2. Contractor's duty to defend and indemnify County shall arise at the time written notice of the Claim is first provided to County regardless of whether claimant has filed suit on the Claim PROVIDED THAT:
 - 24.2.1. Contractor is given prompt notice of any such Claim; and
 - 24.2.2. County provides reasonable co-operation to Contractor in the defense and settlement of such Claim, at Contractor's expense; and
 - 24.2.3. County and Contractor will collaborate and co-operate in the defense of

the Claim, and no settlement shall be made without written agreement by both parties.

- 24.3. Contractor will defend any and all Claims which may be brought or threatened against County and will pay on behalf of County any expenses incurred by reason of such Claims including, but not limited to, court costs and reasonable attorney fees incurred in defending and investigating such Claims or seeking to enforce this indemnity obligation. Such payments on behalf of County shall be in addition to any other legal remedies available to County and shall not be considered County's exclusive remedy.
- 24.4. Insurance coverage requirements specified in this Agreement shall in no way lessen or limit the liability of the Contractor under the terms of this indemnification obligation. The Contractor shall obtain, at its own expense, any additional insurance that it deems necessary for the County's protection.
- 24.5. Contractor shall indemnify, save, and hold harmless the Indemnified Parties, against any and all costs, expenses, claims, damages, liabilities, and other amounts (including reasonable attorneys' fees and costs) incurred by the Indemnified Parties in relation to any claim that any Deliverable, Service, software, or work product provided by Contractor under this Agreement (collectively, "IP Deliverables"), or the use thereof, infringes a patent, copyright, trademark, trade secret, or any other intellectual property right.
- 24.6. This defense and indemnification obligation shall survive the expiration or termination of this Agreement.
25. **COLORADO GOVERNMENTAL IMMUNITY ACT:** The parties hereto understand and agree that the County is relying upon, and has not waived, the monetary limitations and all other rights, immunities and protection provided by the Colorado Governmental Act, C.R.S. § 24-10-101, et seq.
26. **TAXES, CHARGES AND PENALTIES:** The County shall not be liable for the payment of taxes, late charges or penalties of any nature other than the compensation stated herein.
27. **ASSIGNMENT; SUBCONTRACTING:** The Contractor shall not voluntarily or involuntarily assign any of its rights or obligations, or subcontract performance obligations, under this Agreement without obtaining the County's prior written consent. Any assignment or subcontracting without such consent will be ineffective and void and shall be cause for termination of this Agreement by the County. The County has sole and absolute discretion whether to consent to any assignment or subcontracting, or to terminate the Agreement because of unauthorized assignment or subcontracting. In the event of any subcontracting or unauthorized assignment: (i) the Contractor shall remain responsible to the County; and (ii) no contractual relationship shall be created between the County and any sub-consultant, subcontractor or assign.

28. **NO THIRD-PARTY BENEFICIARY:** Enforcement of the terms of the Agreement and all rights of action relating to enforcement are strictly reserved to the parties. Nothing contained in the Agreement gives or allows any claim or right of action to any third person or entity. Any person or entity other than the County or the Contractor receiving services or benefits pursuant to the Agreement is an incidental beneficiary only.
29. **NO AUTHORITY TO BIND COUNTY TO CONTRACTS:** The Contractor lacks any authority to bind the County on any contractual matters.
30. **AGREEMENT AS COMPLETE INTEGRATION-AMENDMENTS:** The Agreement is the complete integration of all understandings between the parties as to the subject matter of the Agreement. No prior, contemporaneous or subsequent addition, deletion, or other modification has any force or effect, unless embodied in the Agreement in writing. No oral representation by any officer or employee of the County at variance with the terms of the Agreement or any written amendment to the Agreement will have any force or effect or bind the County. No amendment of this Agreement shall be effective unless it is in writing and signed by the parties. For operational and other reasons, Contractor may at any time vary the technical specification and form of the Services without seeking the consent of County PROVIDED THAT such variation does not detract from or impair to a material degree the overall operation or performance of Services or will or may result in County incurring additional costs or expenses. The Contractor shall give notice to County of any such variation as soon as practicable. The expense of any such variation shall be borne by the Contractor.
31. **SEVERABILITY:** Except for the provisions of the Agreement requiring appropriation of funds and limiting the total amount payable by the County, if a court of competent jurisdiction finds any provision of the Agreement or any portion of it to be invalid, illegal, or unenforceable, the validity of the remaining portions or provisions will not be affected, if the intent of the parties can be fulfilled.
32. **CONFLICT OF INTEREST:**
- 32.1. The signatories to this Agreement aver to their knowledge, no employee of the County has any personal or beneficial interest whatsoever in the Services or Property described in this Agreement. The Consultant has no beneficial interest, direct or indirect, that would conflict in any manner or degree with the performance of the Services and Consultant shall not employ any person having such known interests.
- 32.2. The Contractor shall not engage in any transaction, activity or conduct that would result in a conflict of interest under the Agreement. The Contractor represents that it has disclosed any and all current or potential conflicts of interest. A conflict of interest shall include transactions, activities or conduct that would affect the judgment, actions or work of the Contractor by placing the Contractor's own interests, or the interests of any party with whom the Contractor has a

contractual arrangement, in conflict with those of the County. The County, in its sole discretion, will determine the existence of a conflict of interest and may terminate the Agreement in the event it determines a conflict exists, after it has given the Contractor written notice describing the conflict.

33. **NOTICES:** All notices required by the terms of the Agreement must be hand delivered, sent by overnight courier service, mailed by certified mail, return receipt requested, or mailed via United States mail, postage prepaid, if to Contractor at the address first above written, and if to the County at:

Director of ECO Transit
PO Box 850
500 Broadway
Eagle, Colorado 81631

Masabi
Attn: Jeff Nullmeyer
2187 Avenida Espada
San Clemente, CA 92673

With a copy of any such notice to:
Eagle County Attorney's Office
PO Box 850
500 Broadway
Eagle, Colorado 81631

Notices hand delivered or sent by overnight courier are effective upon delivery. Notices sent by certified mail are effective upon receipt. Notices sent by mail are effective upon deposit with the U.S. Postal Service. The parties may designate substitute addresses where or persons to whom notices are to be mailed or delivered. However, these substitutions will not become effective until actual receipt of written notification.

34. **GOVERNING LAW; VENUE:** Any and all claims, disputes or controversies related to this Agreement, or breach thereof, shall be litigated in the District Court for Eagle County, Colorado, which shall be the sole and exclusive forum for such litigation. This Agreement shall be construed and interpreted under and shall be governed by the laws of the State of Colorado.
35. **NO DISCRIMINATION IN EMPLOYMENT:** In connection with the performance of work under this contract, the Contractor may not refuse to hire, discharge, promote or demote, or discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, gender, age, military status, sexual orientation, gender identity or gender expression, marital status, or physical or mental disability. The Contractor shall insert the foregoing provision in all subcontracts.

36. **LEGAL AUTHORITY:** Contractor represents and warrants that it possesses the legal authority, pursuant to any proper, appropriate and official motion, resolution or action passed or taken, to enter into the Agreement. Each person signing and executing the Agreement on behalf of Contractor represents and warrants that he has been fully authorized by Contractor to execute the Agreement on behalf of Contractor and to validly and legally bind Contractor to all the terms, performances and provisions of the Agreement. The County shall have the right, in its sole discretion, to either temporarily suspend or permanently terminate the Agreement if there is a dispute as to the legal authority of either Contractor or the person signing the Agreement to enter into the Agreement.
37. **NO CONSTRUCTION AGAINST DRAFTING PARTY:** The parties and their respective counsel have had the opportunity to review the Agreement, and the Agreement will not be construed against any party merely because any provisions of the Agreement were prepared by a particular party.
38. **ORDER OF PRECEDENCE:** In the event of any conflicts between the language of the Agreement and the exhibits, the language of the Agreement controls.
39. **SURVIVAL OF CERTAIN PROVISIONS:** The terms of the Agreement and any exhibits and attachments that by reasonable implication contemplate continued performance, rights, or compliance beyond expiration or termination of the Agreement survive the Agreement and will continue to be enforceable. Without limiting the generality of this provision, the Contractor's obligations to provide insurance and to indemnify the County will survive for a period equal to any and all relevant statutes of limitation, plus the time necessary to fully resolve any claims, matters, or actions begun within that period.
40. **INUREMENT:** The rights and obligations of the parties herein set forth shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns permitted under this Agreement.
41. **LIMITATION OF LIABILITY**
- 41.1. NOTHING IN THIS AGREEMENT SHALL LIMIT OR EXCLUDE EITHER PARTY'S LIABILITY FOR:
- 41.1.1. DEATH OR PERSONAL INJURY CAUSED BY ITS GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, OR THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF ITS PERSONNEL, AGENTS OR SUBCONTRACTORS;
- 41.1.2. FRAUD OR FRAUDULENT MISREPRESENTATION; OR
- 41.1.3. ANY OTHER LIABILITY WHICH CANNOT BE LIMITED OR EXCLUDED BY APPLICABLE LAW.

- 41.2. NEITHER PARTY SHALL BE LIABLE, IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR FOR BREACH OF STATUTORY DUTY OR IN ANY OTHER WAY FOR:
- 41.2.1. ANY LOSS ARISING FROM OR IN CONNECTION WITH LOSS OF REVENUES, PROFITS, CONTRACTS OR BUSINESS OR FAILURE TO REALIZE ANTICIPATED SAVINGS (WHETHER SUCH LOSS IS DIRECT OR INDIRECT);
 - 41.2.2. ANY LOSS OF GOODWILL OR REPUTATION (WHETHER SUCH LOSS IS DIRECT OR INDIRECT);
 - 41.2.3. ANY SPECIAL, EXEMPLARY, PUNITIVE, INDIRECT OR CONSEQUENTIAL LOSSES; OR
 - 41.2.4. ANY LOSS OF PRODUCTION, USE, BUSINESS, REVENUE OR PROFIT [OR DIMINUTION IN VALUE OR IMPAIRMENT, INABILITY TO USE OR LOSS, INTERRUPTION OR DELAY OF THE SERVICES OR LOSS, DAMAGE, CORRUPTION OR RECOVERY OF DATA, OR BREACH OF DATA OR SYSTEM SECURITY, SUFFERED OR INCURRED BY THE OTHER PARTY, OR ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, EVEN IF THE OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, REGARDLESS OF WHETHER THE OTHER PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.
- 41.3. SUBJECT TO SECTION 41.1, EACH PARTIES TOTAL LIABILITY TO THE OTHER PARTY, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), BREACH OF STATUTORY DUTY, OR OTHERWISE, ARISING UNDER OR IN CONNECTION WITH THIS AGREEMENT SHALL BE LIMITED TO THE AMOUNT OF THE INSURANCE LIMITATIONS DETAILED IN SECTION 23.
41. **FORCE MAJEURE**: Neither party shall be responsible for failure to fulfill its obligations hereunder or liable for damages resulting from delay in performance as a result of war, fire, strike, riot or insurrection, natural disaster, unreasonable delay of carriers, governmental order or regulation, complete or partial shutdown of plant, unreasonable unavailability of equipment or software from suppliers, default of a subcontractor or vendor (if such default arises out of causes beyond their reasonable control), the actions or omissions of the other party or its officers, directors, employees, agents, Contractors or elected officials and/or other substantially similar occurrences

beyond the party's reasonable control ("Excusable Delay") herein. In the event of any such Excusable Delay, time for performance shall be extended for a period of time as may be reasonably necessary to compensate for such delay.

42. **PARAGRAPH HEADINGS:** The captions and headings set forth herein are for convenience of reference only and shall not be construed so as to define or limit the terms and provisions hereof.
43. **COUNTY EXECUTION OF AGREEMENT:** This Agreement is expressly subject to and shall not be or become effective or binding on the County until it has been fully executed by all signatories of the County.
44. **COUNTERPARTS OF THIS AGREEMENT:** This Agreement may be executed in counterparts, each of which shall be deemed to be an original of this Agreement.
45. **ELECTRONIC SIGNATURES AND ELECTRONIC RECORDS:** Contractor consents to the use of electronic signatures by the County. The Agreement, and any other documents requiring a signature hereunder, may be signed electronically by the County in the manner specified by the County. The Parties agree not to deny the legal effect or enforceability of the Agreement solely because it is in electronic form or because an electronic record was used in its formation. The Parties agree not to object to the admissibility of the Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.
46. **ADVERTISING AND PUBLIC DISCLOSURE:** The Contractor shall not include any reference to the Agreement or to services performed pursuant to the Agreement in any of the Contractor's advertising or public relations materials without first obtaining the written approval of the Manager. Any oral presentation or written materials related to services performed under the Agreement will be limited to services that have been accepted by the County. The Contractor shall notify the Manager in advance of the date and time of any presentation. Nothing in this provision precludes the transmittal of any information to County officials.
47. **COMPLIANCE FOR IN-SCOPE SERVICES:** The Contractor covenants and agrees to comply with all information security and privacy obligations imposed by any federal, state, or local statute or regulation, or by any industry standards or guidelines, as applicable based on the classification of the data relevant to Contractor's performance under the Contract. Such obligations may arise from:
 - 47.1 Health Information Portability and Accountability Act (HIPAA)
 - 47.2 IRS Publication 1075
 - 47.3 Payment Card Industry Data Security Standard (PCI-DSS)

- 47.4 FBI Criminal Justice Information Service Security Addendum
- 47.5 CMS Minimum Acceptable Risk Standards for Exchanges and further covenants and agrees to maintain compliance with the same when appropriate for the Data and Services provided under the Agreement. Contractor further agrees to exercise reasonable due diligence to ensure that all of its service providers, agents, business partners, contractors, subcontractors and any person or entity that may have access to Data under this Agreement maintain compliance with and comply in full with the terms and conditions set out in this Section. Notwithstanding Force Majeure, the respective processing, handling, and security standards and guidelines referenced by this section may be revised or changed from time to time or Data may be utilized within the Services that change the compliance requirements. In the event that compliance requirements change, the Contractor and County shall collaborate in good faith and use all reasonable efforts to become or remain compliant as necessary under this section. In the event that compliance is required or statutory and no reasonable efforts are available, the County at its discretion may terminate the agreement for cause.
48. **ON-LINE AGREEMENT DISCLAIMER:** Notwithstanding anything to the contrary herein, the County shall not be subject to any provision included in any terms, conditions, or agreements appearing on Contractor's or a Subcontractor's website or any provision incorporated into any click-through or online agreements related to the work unless that provision is specifically referenced in this Agreement.
49. **PROHIBITED TERMS:** Any term included in this Agreement that requires the County to indemnify or hold Contractor harmless; requires the County to agree to binding arbitration; limits Contractor's liability for damages resulting from death, bodily injury, or damage to tangible property; or that conflicts with this provision in any way shall be void ab initio. Nothing in this Agreement shall be construed as a waiver of any provision of C.R.S. § 24-106-109.
50. **ON-CALL SERVICES:** In the event that the Agreement or the SOW contains hourly or daily rates the Contractor and the Manager may enter into Work Orders for ongoing services. The County shall authorize specific assignments for the Contractor by placing a written service order signed by the Manager and the Contractor (the "Order") describing in sufficient details the services and/or deliverables at the rates provided. The Contractor agrees that during the term of this Agreement it shall fully coordinate its provision of the services with any person or firm under contract with the County doing work or providing services which affect the Contractor's services. The Contractor shall faithfully perform the work in accordance with the standards of care, skill, training, diligence and judgment provided by highly competent individuals and entities that perform services of a similar nature to those described in this Agreement. Contractor represents and warrants that all services will be performed by qualified personnel in a professional and workmanlike

manner, consistent with industry standards; all services will conform to applicable specifications and as attached to the Order, if any; and, it has the requisite ownership, rights and licenses to perform its obligations under this Agreement fully as contemplated hereby and to grant to the County all rights with respect to any software and services free and clear from any and all liens, adverse claims, encumbrances and interests of any third party.

51. **RECORDS**: Consultant shall maintain for a minimum of three years, adequate financial and other records for reporting to County. Consultant shall be subject to financial audit by federal, state or county auditors or their designees. Consultant authorizes such audits and inspections of records during normal business hours, upon 48 hours' notice to Consultant. Consultant shall fully cooperate during such audit or inspections.
52. The Contractor, if a natural person eighteen (18) years of age or older, hereby swears and affirms under penalty of perjury that he or she (i) is a citizen or otherwise lawfully present in the United States pursuant to federal law, (ii) to the extent applicable shall comply with C.R.S. § 24-76.5-103 prior to the effective date of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first set forth above.

COUNTY OF EAGLE, STATE OF COLORADO,
By and Through Its BOARD OF COUNTY
COMMISSIONERS

By: _____
Matt Scherr, Chair

Attest:

By: _____
Regina O'Brien, Clerk to the Board

CONSULTANT:

By: _____

Print Name: _____

Title: _____ Sr. Business Development Manager

DocuSigned by:

Jeff Nullmeyer

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Jeff Nullmeyer

ATTACHED EXHIBITS

EXHIBIT A - SCOPE OF WORK AND PRICING

EXHIBIT B - VALIDATOR IAT PROCEDURE

EXHIBIT C - HARDWARE WARRANTY PLAN FOR VALIDATORS

EXHIBIT D - VALIDATION HARDWARE PCI COMPLIANCE PLAN

EXHIBIT E - SUPPORT SERVICES AND SLA

EXHIBIT F - CERTIFICATE OF INSURANCE

EXHIBIT G - MASABI RFP RESPONSE

EXHIBIT A - SCOPE OF WORK AND PRICING

Exhibit A – Scope of Work and Pricing

Scope of Work

The County will implement the mobile fares project in multiple phases to accommodate supply chain and resource requirements. Phase 0 (Mobile Ticketing) and Phase 1 (Electronic Validation) will both be implemented together. Implementation of Phase 0 and Phase 1 will eliminate the Mobile Ticketing set-up fee. Phase 2 will add ITS Integration to allow for zonal fares.

Phase 0 – Mobile Ticketing

1. Justride Mobile ticketing
 - a. App will be cloud-hosted and deployable as SaaS
 - b. App will be free and support iOS and Android platforms
 - c. Downloaded app will generate End User Agreement for approval by the End User. Agreement is found in Attachment 1, which is incorporated herein.
 - d. Update will be available for iOS and Android within five weeks of update release
 - e. The County will be notified prior to deployment of any updates
 - f. Tickets will be stored in the cloud and on the mobile device for offline support
 - g. Branding of app will be approved by the County
 - h. Riders can purchase single use ticket without requiring account registration
 - i. Ability for rider to setup an account to manage tickets
2. Merchant Service Setup
 - a. The contractor will be responsible for the setup of the merchant services. The merchant services will compose of Chase as the Merchant Acquiring bank and Mastercard Payment Gateway Services (MPGS) as its payment gateway. The associated payment processing fees charged by MPGS and Chase are industry standard and will be passed through to the County at cost
 - b. The merchant service fees will vary depending on the number of transactions and the average transaction value (ATV). Examples of transaction costs are shown in the table below. Typically, the lower the ATV, the higher the percentage fee charged by the payment processor. The County will determine the minimum purchase amounts to establish an ATV that benefits it.
3. Visual validation
 - a. Dynamic barcode built into ticket to prevent fraudulent ticket use
 - b. Drivers visually validate ticket at boarding
4. County Fare Setup
 - a. The County will provide the fare structure and ticket types to the contractor
 - b. The County will have the ability to add new ticket types as needed
 - a. Stored value and complex best-fare finding (fare capping) will be available if riders opt to create an account in the app
5. Software Development Kit (SDK)
 - a. The Justride SDK will be enabled for third party offerings to create external orders in custom built apps
6. Justride Hub (back office)
 - a. Browser access to cloud-hosted application
 - b. Reporting capabilities
7. Sales Channels
 - a. Web Portal - a website that allows riders to purchase mobile tickets, and optionally,

print-at-home PDF tickets

- b. Partner Portal - a web-based interface that allows business and institutional partners to manage mobile tickets for their members
- c. Vendor Portal
 - i. Module within the back office that allows riders to pay in cash to purchase tickets or load stored value at County ticket windows

8. Training (Phase 0)

- a. Administrative staff training for the Justride platform including fare setup, Justride Hub and Sales Channels (web and partner portals)
- b. Onboard visual validation training for County driver trainers (re-trainers) and Intelligent Transit Systems (ITS) staff

Phase 0 – Accelerated Mobile Ticketing & Web Portal	Unit	Quantity	Unit Price	Subtotal Price
Set Up Fee				
Mobile Ticketing				
Mobile Ticketing Set-up *waived if electronic validation (Phase I) is elected from the onset	day	1	\$19,500.00	\$0.00
Subtotal Mobile Ticketing Set-up fee*				\$0.00
Subtotal Mobile Ticketing				\$0.00
Phase 0 Total Costs				\$0.00

Phase 1 - Electronic Validation and Options

1. Justride Validators (JRV)

- a. JRVs will be updated by the contractor through Over the Air Updates (OTA) on an average of every six weeks. The contractor will notify the County when these updates occur.
- b. The JRV will communicate with the hosted platform through an existing on-board router provided with a cellular carrier designated by the County.
- c. The JRV will accept 2D barcodes, MIFARE ISO14443 smart cards, as well as containing the necessary hardware to accept contactless bank and credit card (cEMV) as they become available.
- d. The JRV is designed so that it can be easily removed and replaced with a spare by the County technicians. This facilitates both return-to-base repairs as well as easy future hardware upgrades should these ever be required.

2. Installation

- a. Installation of the JRVs will be completed at the property in coordination with the County project manager
- b. An IAT (Installation Acceptance Test) will be completed for each bus installation and include an acceptance signature by the County project manager.
- c. The Site Survey will include the necessary cellular router testing to create the configuration needed for the fleet.

3. Training

a. Electronic Validation Training

4. Optional Validation Hardware PCI Compliance Plan training - 3 days at \$1,294 p/d = \$3,882.00

Phase 1 - Electronic Validation, Optional Portals	Unit	Quantity	Unit Price	Subtotal Price
Project Management, Training, and Integration Support				
Design and UX	day	1	\$1,030.00	\$1,030.00
Platform Engineer	day	0.25	\$1,363.00	\$340.75
Project Manager	day	17	\$1,992.00	\$33,864.00
Brand Configuration	day	9.75	\$932.00	\$9,087.00
Training	day	8	\$1,294.00	\$10,352.00
Subtotal Project Management, Training and Integration Support				\$54,673.75
Electronic Validation Hardware				
JRV Validator	unit	40	\$1,100.00	\$44,000.00
(Optional) Stanchions	unit	0	\$183.00	
Shipping	unit	40	\$95.00	\$3,800.00
Misc. cabling, etc.	unit	40	\$189.00	\$7,560.00
JRV Validators - Spares	unit	4	\$1,100.00	\$4,400.00
Shipping - Spares	unit	4	\$95.00	\$380.00
Misc. cable, etc. – Spares	unit	4	\$189.00	\$756.00
Subtotal Electronic Validation Hardware, On-board Installation				\$60,896.00
On-board Installation				
Site Survey (1 tech for 1 week)	day	1	\$3,777.00	\$3,777.00
Mobilization – 3 techs	day	3	\$1,700.00	\$5,100.00
Installation of 1 JRV on each bus (front door	day	40	\$535.00	\$21,400.00

only)				
Hardware Management & Engineering Support	unit	1	\$52,686.00	\$52,686.00
Subtotal On-Board Installation				\$82,963.00
Subtotal Phase 1 – Electronic Validation, Optional Portals				\$198,532.75

Phase 2 – AVL Integration, Smart Cards and Retail Networks (Optional)

1. ECO Transit branded smartcards (NFC ISO1443)
 - a. Branding graphics will meet the approval of the County
2. Configure Account Based Ticketing “ABT” for ECO Transit
3. Retail Networks
 - a. Ability to top up a mobile stored value account using cash or credit card
 - b. Ability to purchase and register new smartcards through vendor portal in retail stores
 - c. Top up a rider account tied to a smart card using the smart card as the account identification token, using cash or card.
 - d. Setup assistance for Incomm integration with ECRTA
4. AVL Integration with the Clever Devices ITS (Intelligent Transit Systems)
 - a. Ability to read route data from Clever Devices system
 - b. Change Justride fare structure on-board the bus based on route data from the current location

Phase 2 – Account Based Ticketing (Optional)				
Smart Cards Fare Media				
Smart cards set-up and design (per design)	unit	1.00	\$5,036.00	\$5,036.00
Smart card initial stock (per 10k unit batch, per design)	unit	10,000	\$1.97	\$19,700.00
Smart cards configuration, testing and support	unit	15.00	\$1,292.24	\$19,383.60
Subtotal Smart Cards Fare Media				\$44,119.60
AVL Integration				
Integration Fee	unit	1	\$37,765.00	\$37,765.00
Sub Total AVL Integration				\$37,765.00
Subtotal Phase 2 – Account Based Ticketing				\$81,884.60

Operational Costs

Ongoing operational costs will include a combination of fixed system costs (hosting, support, and licensing fees) and variable fees assessed by transaction.

The following Operational Costs table provides sample operating costs for the first five years based on the schedule according to several potential adoption scenarios. The actual number will be based on the true adoption rate by the riders.

The Masabi Support information is contained in Attachment 2, which is incorporated herein.

Operation Costs	Unit	Quantity	Unit Price	Subtotal Price
Platform Operation Year 1				
Fixed Costs				
Justride platform hosting and support	month	12.00	\$1,000.00	\$12,000.00
Electronic Validation License: Justride Inspect Embedded (<i>excluded in minimum viable solution</i>)	unit/month	480	\$20.00	\$9,600.00
<i>optional - Justride Inspect Handheld</i>	unit/month	0.00	\$20.00	\$0.00
Estimated Costs				
Pre-purchase / SVA Use Fee (10% adoption)	%	180,000	3.25%	\$5,850.00
SVA Load/Cash Digitization Fee (2.5% adoption)	%	45,000	1.50%	\$675.00
Subtotal Platform Operation Year 1				\$28,125.00
Platform Operation Year 2				
Fixed Costs				
Justride platform hosting and support	month	12	\$1,000.00	\$12,000.00
Electronic Validation License: Justride Inspect Embedded (<i>excluding minimum viable solution</i>)	unit/month	480.00	\$20.00	\$9,600.00
<i>optional - Justride Inspect Handheld</i>	unit/month	0.00	\$20.00	\$0.00
Variable Costs				
Pre-purchase / SVA Use Fee (12%	%	216,000	3.25%	\$7,020.00

adoption)				
SVA Load/Cash Digitization Fee (3% adoption)	%	54,000	1.50%	\$810.00
Subtotal Platform Operation Year 2				\$29,430.00
Platform Operation Year 3				
Fixed Costs				
Justride platform hosting and support	month	12.00	\$1,000.00	\$12,000.00
Electronic Validation License: Justride Inspect Embedded (<i>excluding minimum viable solution</i>)	unit/month	480.00	\$20.00	\$9,600.00
<i>optional - Justride Inspect Handheld</i>	unit/month	0.0	\$20.00	\$0.00
Variable Costs				
Pre-purchase / SVA Use Fee (15% adoption)	%	270,000	3.25%	\$8,775.00
SVA Load/Cash Digitization Fee (3.75% adoption)	%	67,500	1.50%	\$1,012.00
Subtotal Platform Operation Year 3				\$31,387.00
Platform Operation Year 4				
Fixed Costs				
Justride platform hosting and support	month	12.00	\$1,000.00	\$12,000.00
Electronic Validation License: Justride Inspect Embedded (<i>excluding minimum viable solution</i>)	unit/month	480.00	\$20.00	\$9,600.00
<i>optional - Justride Inspect Handheld</i>	unit/month	0.00	\$20.00	\$0.00
Variable Costs				
Pre-purchase / SVA Use Fee (17% adoption)	%	306,000	3.25%	\$9,945.00
SVA Load/Cash Digitization Fee (4.25% adoption)	%	76,500	1.50%	\$1,147.50

Subtotal Platform Operation Year 4				\$32,692.50
Platform Operation Year 5				
Fixed Costs				
Justride platform hosting and support	month	12.00	\$1,000.00	\$12,000.00
Electronic Validation License: Justride Inspect Embedded <i>(excluding minimum viable solution)</i>	unit/month	480.00	\$20.00	\$9,600.00
<i>optional - Justride Inspect Handheld</i>	unit/month	0.00	\$20.00	\$0.00
Variable Costs				
Pre-purchase / SVA Use Fee (20% adoption)	%	360,000	3.25%	\$11,700.00
SVA Load/Cash Digitization Fee (5.0% adoption)	%	90,000	1.50%	\$1,350
Subtotal Platform Operation Year 5				\$34,650.00

Estimated Payment Processing				
PSP Fees - Assumed 65% using credit/bank card transactions				
Year 1 (assumes \$10 ATV)	%	325,000.00	4.10%	\$13,325.00
Year 2 (assumes \$10 ATV)	%	585,000.00	4.10%	\$23,985.00
Year 3 (assumes \$10 ATV)	%	715,000.00	4.10%	\$29,315.00
Year 4 (assumes \$10 ATV)	%	845,000.00	4.10%	\$34,645.00
Year 5 (assumes \$10 ATV)	%	975,000.00	4.10%	\$39,975.00
Subtotal PSP Fees - Assumed 65% using credit/bank card transactions			\$141,245.00	
Subtotal Estimated Payment Processing			\$141,245.00	

Merchant Services Fee Examples

Indicative Payment Processing Fees*		
Transaction Size	Estimated PSP Fee	Estimated \$ fee
\$1.00	36%	0.36
\$2.50	15%	0.39
\$5.00	9%	0.43
\$10.00	5%	0.51
\$20.00	3%	0.67
\$50.00	2%	1.17
\$100.00	2%	2.00

**Includes assumption for chargebacks, declined transactions and disbursement fees so can be seen as likely all in effective rates per capture.*

Payment and Fare Remittance

The total value of fares received by the Service Provider less the charges described above shall be remitted to the Customer within 5 working days of the end of each calendar month by ACH bank transfer, together with remittance advice by email. The Customer's bank details for the ACH bank transfer is as follows:

Name of the Bank: FirstBank

Address of the Bank: 25 Market Street, Eagle, CO 81631

ABA Number: 107005047

Account Number: 2235566363

Name of the Account Holder: Eagle County Treasurer (#30)

The Customer's contact(s) for the remittance advice shall be: Dayana Herr

Milestone Payments and Schedule

Milestone #	Milestone	Amount	Aggregated Amount	Description
Phase 0 and Phase 1				
1	Phase 0 - Mobile Ticketing Visual Validation Deployment	\$0.00	\$0.00	
2	ABT/Electronic Validation Kick Off	\$27,336.88	\$27,336.88	50% of PM, Training and Integration Support
3	JRV Ordering	\$30,448.00	\$57,784.88	50% of Hardware Cost
4	Phase 1 Hardware Management	\$26,343.00	\$84,127.88	50% of Hardware Management
5	JRVs Delivered	\$30,448.00	\$114,575.88	50% of Hardware Cost
6	Installation Kick Off	\$8,877.00	\$123,452.88	Site survey + Mobilization
7	Installation Completed	\$47,743.00	\$171,195.88	Installation costs
8	SAT Test Completed	\$27,336.88	\$198,532.75	50% of PM
9	AVL Integration Kick-Off	\$18,882.50	\$217,415.25	50% of AVL Integration
10	AVL Integration Completed	\$18,882.50	\$236,297.75	50% of AVL Integration
11	Smart Card Configuration/Testing	\$24,419.60	\$260,717.35	Set-up/Config/Testing
12	Smart Cards	\$19,700.00	\$280,417.35	Smart Cards Only

Cost Assumptions

1. For County's convenience, Contractor has used USD\$2M as County's total fare revenue in order to address fares during the life of the Agreement.
2. During mobile only phases, prior to deployment of electronic validation a \$1,500 monthly minimum fee will be applied. This will be waived once County begins revenue service using electronic validation.
3. Any applicable taxes are excluded.

4. Transaction fees and stored value usage fees are estimated at projected adoption rates. Actual rates charged will be charged per transaction as defined below.
5. Transactions are defined as the purchase of a ticket, the load of stored value, and the use of stored value. For transactions that are loading stored value, these will incur a 1.75% fee. For those tickets purchased with stored value, the agency will incur the stored value usage fee. For those tickets that are notionally free to the rider, please see note below on commercial value.
6. Third-party credit and debit card processing fees will be determined by the number of transactions, average transaction size, card types and chargebacks at market rates. For County's benefit, Contractor has included an estimate of expected annual payment processing fees using an average transaction size of \$10. Contractor would charge the actual payment processing fees charged by the payment processor at market rates.
7. To calculate the cost of payment processing, Contractor has estimated that 65% of the transactions will be made using a bank or credit card. The figures quoted are estimates. Actual amounts will be based on the total volume of transactions and will be passed through to County at cost.
8. For transactions that are notionally free to a rider, the transaction fee will be charged at the commercial value of tickets sold; commercial value is defined as the value that the agency (i.e. in this case, County) charges third parties for processing of tickets even if the tickets are notionally free to riders. If there is no commercial value assigned to a ticket, then these tickets will not incur a transaction fee. Commercial value to be provided in order to launch partner portal functionality.
9. Inspect license fees subject to change based on fare processing model of the Justride platform.
10. All prices are applicable to County's current fare policy. Should fare policy change, per transaction fees are subject to change – with such changes to be agreed in writing with County.
11. All prices are subject to Justride being the only mobile ticketing sales channel for County.
12. Chargebacks shall be processed as follows:
 - a. Any credit card chargebacks initiated by an end user for any reason with respect to fare product shall be charged back to County.
 - b. A challenge disputing a chargeback may be initiated by Contractor directly or by County.
 - c. Contractor shall present chargebacks on a timely basis to County for review. Should County wish to challenge a chargeback, County shall provide the Contractor details and information to support the challenge. The Contractor will submit the challenge to the credit card processing company on County's behalf. There can be no guarantee the claim will be successful.
 - d. Successful challenges will be rebated to County less any fees as charged by the credit card processing company on the subsequent remittance to County.
13. A \$5,000 fixed fee will be charged by the Contractor for (1) decommissioning (deleting the App from the various App stores) if County goes fare free; and (2) an additional \$5,000 fixed fee for re-commissioning/reinstating the App to the various App stores.

Exhibit A - Attachment 1

End User Terms

“ECO Transit Mobile Tickets” Terms and Conditions

Definitions and descriptions

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

The App

ECO Transit grants you the right to download, install and use the App on your mobile handset to purchase passes and access information in accordance with these terms and conditions.

Once you have downloaded the App you will be able to purchase tickets to travel with ECO Transit. All tickets purchased through the App are subject to our [Conditions of Carriage] which can be found at <https://www.eaglecounty.us/transit>.

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

The App is provided to you free of charge. ECO Transit can suspend access to purchasing passes through the mobile application and can do so for any reason.

You must ensure that your mobile device has the required version of the relevant operating system. You are responsible for all data charges incurred when using the app with your mobile phone provider.

Your Data

You acknowledges and agree that whilst ECO Transit's supplier (Masabi LLC) uses AWS servers located in the USA, in order to provide the services offered by the App, your personal data may be accessed by Masabi LLC or Masabi Limited employees in locations outside the USA, currently the United Kingdom and Romania and by downloading and using the App you expressly consent to your personal data being accessed by Masabi LLC or Masabi Limited employees in locations outside the USA.

Mobile Ticketing and Use

ECO Tickets and Passes are available to purchase via your mobile phone using ECO Transit's App. Once you have purchased the ticket it will be delivered as a Mobile pass to and placed in a secure wallet on your mobile device. ECO Mobile Passes sold on the through ECO Transit's App are for use on ECO Transit services only for the times and in the areas as specified at the time of purchase.

The price you pay for the mobile ticket will be valid for the duration on the ticket and any subsequent price changes during the validity of the ticket will not affect ECO Passes you have already purchased.

ECO Passes are valid immediately for travel once you have completed your transaction.

Payment for an ECO mobile ticket must be made by credit, debit card, split payment is an option and or stored value if deployed by ECO Transit. Cash can be used to purchase tickets if desired at any applicable retail or agency location. The appropriate payment for the ECO Pass will be collected once the transaction is complete. Please note, as per PCI requirements, we do not store your debit/credit card details.

ECO Passes are then located on the Justride platform and a copy is placed into a secure wallet. An internet or cellular connection is not needed to activate a ticket but is required to make an initial purchase.

ECO Passes must be activated prior to you boarding the bus. Please ensure you have sufficient battery charge to show your ticket to the bus operator for visual validation and/or validate your ticket via an onboard validation device and for the whole duration of your journey. ECO Transit does not accept any liability for any loss you may incur in the event that you do not have sufficient battery life on your mobile device.

Please allow time for the App to load whilst waiting for the bus. If you are unable to display the ECO Pass on your phone the full cash fare must be paid. No refund will be given.

You may be asked to show your ECO Pass to a bus operator, or any member of staff employed by the ECO Transit or local police.

ECO Transit reserves the right to refuse travel on invalid ECO Passes or if used on a stolen phone. The ECO Passes are not transferable and may only be used by the registered phone user, and ECO Passes do not give you priority over other passengers.

A mobile ticket refers to a type of pass valid for use on ECO Transit bus service, which is purchased only through Masabi's Justride platform. The security of your mobile phone or pass is your responsibility. In the event that your mobile phone is lost or stolen, please contact ECO Transit's customer service in order to put a hold on your account.

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

If the mobile pass has expired or if your mobile device is damaged, causing your ticket to not be readable by a bus operator or a validator, ECO Transit is not obligated to honor the ticket.

Your ECO Transit mobile pass will be sold to you via ECO Transit's mobile pass partner, Masabi. The mobile pass itself creates a contract between you and ECO Transit for the provision of the transport services that the mobile pass allows you to use. It is ECO Transit that provides these services to you under the mobile pass and in no event will Masabi be responsible for or have any liability to you in relation to these services or their availability or performance (including your use or access to any ECO Transit vehicle, the ECO Transit network, your use of any services provided under your mobile pass or for your use of the App)

Prices and Receipts

When you purchase a mobile pass on the App, you will be notified of the price before you confirm your purchase. For information on fares please visit the ECO Transit fare information web page at

www.eaglecounty.us/transit . Once you complete your purchase, a receipt will be emailed to the email address you provided.

Changes, Refunds, and Replacements

All refund requests will be reviewed on a case-by-case basis. In general, mobile passes cannot be replaced, changed, cancelled, or refunded except under very special circumstances, including but not limited to mobile application service disruptions. The decision to replace, change, cancel or refund a mobile pass is made at ECO Transit's sole and absolute discretion. You can submit a request for a refund by calling ECO Transit support line: (970)328-3570. Please note that where a refund is made it shall be for the pass price only. Any other associated fees are non-refundable. Neither ECO Transit nor Masabi shall be obliged to replace, change, cancel, or replace a ticket when ECO Transit has reason to believe that the circumstances prompting the replacement, change, cancellation, or replacement is the result of fraud.

Data charges

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

Availability & Updates

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

Materials, Ownership and Restrictions on Use

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

Colorado and federal law applies to these terms and conditions and users agree that any dispute between ECO Transit and the users of the mobile ticketing app regarding the mobile application or arising out of or in connection with these terms and conditions are subject to Colorado State courts.

Liability Disclaimer

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

Legal responsibility

If you lose your mobile phone with a valid ECO Pass saved on it, please call our customer support number at (970) 328-3570. Any value remaining on your ECO Pass will be transferred to your new mobile phone.

ECO Transit may cease to operate the service at any time, in which case the values of any balance associated with unused tickets at that time will be refunded.

Privacy

The collection, use, and security of information obtained from customers using "ECO Transit Mobile Tickets" are subject to ECO Transit's Privacy Policy, as amended. This policy is consistent with Federal and State laws governing an individual's right to privacy and may be amended from time to time, as deemed necessary by ECO Transit. The Privacy Policy is posted on the ECO Transit website at <https://www.eaglecounty.us/transit/policyoverview>.

Support

If you have any questions or problems with the mobile applications, please review the FAQs at <https://www.eaglecounty.us/transit> for answers to the most common questions ECO Transit receives from its users. If that does not answer your questions, please contact ECO Transit Customer Care at (970) 328-3570.

EXHIBIT B - VALIDATOR IAT PROCEDURE

[Type here]

EXHIBIT B

[Type here]

Validator IAT Procedure

Masabi Hardware:

JRV Installation Acceptance Test (IAT) Procedure

Version: 01

Date: 2020-04-01

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EXHIBIT B

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Revision History

Author	Version	Date	Details of Change
CB	01	2020-04-01	Initial Release

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EXHIBIT B

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Table of Contents

Introduction	4
Purpose	4
Objective	4
Prerequisites	4
Process Outline	5
Safety Precautions	5
Glossary	Error! Bookmark not defined.
References	6
Graphical Display Screens	7
IAT Test Cases	9
Test Case 1 – Visual Inspection	10
Test Case 2 – Power-On Self-Test (POST) and Configuration	11
Test Case 3 – Mounting	12
Test Case 4 – Internet and Back-Office Connection	13
Test Case 5 – Mobile Barcode Ticket: Valid	14
Test Case 6 – Paper Barcode Ticket: Not Valid	15
Test Case 7 – Mobile Barcode Ticket: Reduced Fare	16
Test Case 8 – DESFIRE Smart Card Ticket	17

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EXHIBIT B

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Section 1 - Introduction

The Justride Validator (JRV) is a multi-format validator that is designed for transit environments and will be deployed by Masabi in various locations around the world. When furnished with an Internet connection, and provided with a suitable power source, the JRV can be used to validate barcodes and NFC media.

The Installation Acceptance Test (IAT) procedure contains, herein, the necessary instructions, steps and scripts to follow in order to approve and commission a successful installation of a JRV.

1.1 Purpose

The purpose of the IAT is to approve the successful installation of the JRV and verify that it fulfils the requirements set by the customer and Masabi.

1.2 Objective

The objectives of the IAT are to:

- Confirm that ticket validation functions correctly with all ticket types.
- Confirm connectivity and expected behaviour between the JRV and the Masabi back-office via a wired Ethernet connection to the Internet.
- Confirm that the JRV is fit for validation.

1.3 Prerequisites

To complete the IAT the following prerequisites are required:

- Installed JRV
- Communication with the Internet (Masabi back office) available via Ethernet
- Paper Configuration Barcode
- Mobile Ticket Barcode
- Paper Test Barcode
- Smart Card Ticket
- Access to the Hub via a Computer

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EXHIBIT B

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1.4 Process Outline

The IAT process is split into a set of tests as detailed below. The procedure includes the necessary instructions to confirm the correct installation and ticket validation functionality of the JRV. Each of the test cases is designed to focus on a particular aspect or function of the validation solution and should be completed as per the stated instructions with the results recorded in the IAT-R. If all Test Cases within this document pass, then the IAT passes.

1.5 Conventions

Throughout this document the following format will be used for notes and important information:

Important: Mandatory and important notes that must be fulfilled

Note: Important notes regarding mandatory requirements that may affect correct operation but do not present a safety risk or danger of damage to equipment.

Recommendation: A non-mandatory addition to the instruction intended to highlight methods of completing actions that were previously found to be the most efficient or easiest.

Throughout this document Masabi's Customer will be referred to as "the Agency", transit riders or Customers of the Agency will be referred to as "Cardholders".

1.6 Safety Precautions

No particular safety hazards identified. Please ensure that all safety precautions required in the location and situation that the test is completed in are adhered to.

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EXHIBIT B

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1.7 Glossary

Note: Part and assembly names will be defined in the Orientation Section of this document.

Acronym	Definition
cEMV	Contactless EMV
EMV	Europay Mastercard Visa
HW	Hardware
IAT	Installation Acceptance Test
IAT-R	Installation Acceptance Test Record
JRV	Justride Validator
N/A	Not applicable
PCI	Payment Card Industry
SAM	Secure Access Memory
TBA	To be announced

1.8 References

Doc #	Reference
DT2-0010	JRV Installation Acceptance Test Record (IAT-R) (latest issue)
DP3-0001	JRV PCI HW Compliance Plan (latest issue)
	Note: The JRV Electronics Enclosure contains a cEMV reader. If the JRV is to be used in a deployment which handles cEMV cards, or may in the future, applicable PCI handling

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EXHIBIT B



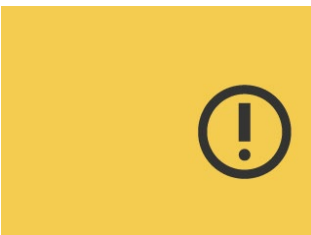
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	procedures must be adopted and adhered to. In these cases, ensure that all handling is completed in accordance with the requirements laid out in the latest revision of DP3-0001 - JRV PCI HW Compliance Plan. Contact Masabi for further details.

Note: All documents can be requested via support@masabi.com

Section 2 - Graphical Display Screens

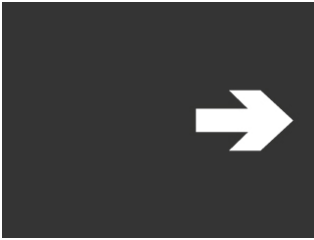
These are the only messages that will be displayed during the demonstration.

Image	Accompanying Text Message	Description
 Positive Message	<ul style="list-style-type: none"> Valid 	Message used for instances when the ticket presented is valid for travel.
 Not valid Message	<ul style="list-style-type: none"> Not valid 	Message used for instances when the ticket presented is not valid for travel.
 Check Message	<ul style="list-style-type: none"> Show ID 	Message used for instances when a ticket with an entitlement (e.g. reduced fare) presented is valid for travel.

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EXHIBIT B

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<div><p>Ready Screen</p></div>	<ul style="list-style-type: none">• Scan your ticket	<p>Screen used when awaiting ticket media.</p>
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EXHIBIT B

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Section 3 - IAT Test Cases

This section details the tests which form the IAT in their intended order. The purpose, objectives, prerequisites and the instructions to complete the test are detailed.

- Test Case 1. – Visual Inspection
- Test Case 2. – Power-On Self-Test (POST) and Configuration
- Test Case 3. – Mounting
- Test Case 4. – Internet and Back-Office Connection
- Test Case 5. – Mobile Barcode Ticket: Valid
- Test Case 6. – Paper Barcode Ticket: 'Not Valid'
- Test Case 7. – Mobile Barcode Ticket: Warning
- Test Case 8. – DESFIRESmart Card Ticket

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EXHIBIT B

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3.1 Test Case 1 – Visual Inspection

Purpose	To verify that the JRV is undamaged and has not been tampered with
Objectives	Confirm that the JRV is not damaged and has not been tampered with
Mandatory PCI Requirement: Any suspicion of tampering must be reported to Masabi immediately. The unit must not be used. Follow the procedure as described in DP3-0001 Masabi Hardware: Justride Validator (JRV) Payment Card Industries (PCI) Hardware Compliance Plan.	
Approximate Required Time	3min
Prerequisites/Preconditions	<ul style="list-style-type: none"> Installed JRV
Procedure	<p>Start with the JRV Electronics Enclosure removed from the Mounting Kit.</p> <ol style="list-style-type: none"> 1) PCI tamper inspection <ol style="list-style-type: none"> a) Check that Card Reader is present behind transparent SIM/SAM Cover at the bottom of the unit and Serial Number is consistent with Documentation b) Check for any marks, such as scratches, etc. that may indicate that the JRV Electronic Enclosure has been opened. c) Check for any unnecessary additional or suspicious wiring 2) Mount JRV Electronics Enclosure onto the JRV Mounting Kit 3) Checking for damage <ol style="list-style-type: none"> a) Check if JRV Electronics Enclosure is flush with the JRV Mounting Kit. b) Check for any unacceptable marks on the front glass of the JRV and on the plastics
Expected Results	<ol style="list-style-type: none"> 1) JRV has not been tampered with <ol style="list-style-type: none"> a) Card Reader is present b) No marks that indicate that JRV was opened are present c) No suspicious wiring present
Mandatory PCI Requirement: Otherwise follow DP3-0001.	
	<ol style="list-style-type: none"> 2) JRV Electronics Enclosure flush with the JRV Mounting Kit 3) No damage

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EXHIBIT B

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Pass/Fail Criteria The test passes when all steps listed above are noted as passed.

Results Results are to be recorded within the IAT-R.

3.2 Test Case 2 – Power-On Self-Test (POST) and Configuration

Purpose To verify that the JRV passes POST on initial power-up after installation

Objectives Confirm that the JRV passes POST and is ready for functional testing

**Approximate
Required Time** 2min

**Prerequisites/
Preconditions**

- A JRV connected to the Internet via Ethernet that has successfully passed Test Case 1
- Configuration Barcode (if unit not already logged in)

Procedure Start with the JRV in the powered down state, apply power and observe the booting process. Present the appropriate Configuration Barcode for the vehicle when prompted by the unit.

Expected Results

- 1) The JRV screen will show a Justride logo and progress bar
- 2) The progress bar will move to show progress and the LED in the camera cone will turn on
- 3) The screen will briefly change to a black screen with a clock and loading message
- 4) The display will then show an information screen detailing the brand, username, IP address. *No fault codes are displayed on the screen.*
- 5) The display message will read 'Scan Config Barcode'. Note: This screen will not show if the unit has previously been logged in. Skip step 6)
- 6) Present the correct log in barcode for the unit. A beep will sound to indicate a valid barcode. Not necessary if the unit has previously been logged in.
- 7) After a short wait, the screen will show the 'Scan your ticket' screen.

Pass/Fail Criteria The test passes when all steps listed above are noted as passed.

Results Results are to be recorded within the IAT-R.

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EXHIBIT B

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3.3 Test Case 3 – Mounting

Purpose	To verify that the JRV is mounted correctly and securely
Objectives	Confirm that the JRV is mounted securely onto the Stanchion and the JRV Electronics Enclosure is attached correctly to the JRV Mounting Kit. and JRV is reliably powered.
Approximate Time Required	1 min
Prerequisites/ Preconditions	<ul style="list-style-type: none"> The JRV has successfully passed Test Case 2.
Procedure	<ol style="list-style-type: none"> 1) Ensure that the JRV Lock is in the locked position and the Key is removed 2) Place a hand on the bottom of the JRV Electronics Enclosure and push upwards towards the display, i.e., in the same direction as an unlocked JRV would be pushed to remove the JRV Electronics Enclosure. Check if it slides and/or loses power/reboots 3) Attempt to move the JRV relatively to the stanchion. Check for unacceptable play between the JRV and the stanchion
Expected Results	<ol style="list-style-type: none"> 1) JRV is locked in position and the Key is removed 2) JRV does not slide. JRV does not reboot or lose power, as observed by monitoring the JRV Display. 3) JRV is securely attached to the stanchion. Neither Stanchion nor JRV move.
Pass/Fail Criteria	The test passes when all steps listed above are noted as passed.
Results	Results are to be recorded within the IAT-R.

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EXHIBIT B

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3.4 Test Case 4 – Internet and Back-Office Connection

Purpose	To verify that the JRV is logged in with the correct credentials for the location of installation.
Objectives	Confirm that the JRV is logged in correctly and has a connection to our back-office
Approximate Time Required	2 min
Prerequisites/ Preconditions	<ul style="list-style-type: none"> • The JRV has successfully passed Test Case 3. • Access to the Hub with credentials to view Asset Monitoring
Procedure	<p>Log into the hub and check if the JRV is listed as online and healthy</p> <ol style="list-style-type: none"> 1. Log in to the hub 2. Asset Monitoring - Validation 3. Apply Filter <ol style="list-style-type: none"> a. Username b. Contains c. Enter JRV Username 4. Check if JRV is listed, online and healthy 5. Check JRV software version
Expected Results	The JRV will be visible in the hub shown as online, healthy and has most recent software version.
Pass/Fail Criteria	The test passes when all steps listed above are noted as passed.
Results	Results are to be recorded within the IAT-R.

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EXHIBIT B

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3.5 Test Case 5 – Mobile Barcode Ticket: Valid

Purpose	To verify that the JRV behaves as expected when presented with a valid barcode ticket.
Objectives	Confirm that the JRV presents expected indication to the user when presented with a valid barcode.
Approximate Time Required	1 min
Prerequisites/ Preconditions	<ul style="list-style-type: none"> Valid ticket via app The JRV has successfully passed Test Case 4.
Procedure	<ol style="list-style-type: none"> 1) Ensure that the JRV is powered up, working and displaying the Ready screen. 2) Present the valid barcode to the JRV barcode scanner and observe for the below behaviour: <ol style="list-style-type: none"> a) JRV Graphical Display is green and displays “Valid” b) JRV Speaker plays the ‘Valid Beep’
Expected Results	<p>The JRV will present the user with the expected positive feedback:</p> <ol style="list-style-type: none"> a) JRV Graphical Display is green and displays “Valid” b) JRV Speaker plays the ‘Valid Beep’
Pass/Fail Criteria	The test passes when all steps listed above are noted as passed.
Results	Results are to be recorded within the IAT-R.

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EXHIBIT B

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3.6 Test Case 6 – Paper Barcode Ticket: Not Valid

Purpose	To verify that the JRV behaves as expected when presented with a 'not valid' barcode ticket.
Objectives	Confirm that the JRV presents expected indication to the user when presented with a 'not valid' barcode.
Approximate Time Required	1 min
Prerequisites/ Preconditions	<ul style="list-style-type: none"> • 'Not valid' paper ticket • The JRV has successfully passed Test Case 5.
Procedure	<ol style="list-style-type: none"> 1) Ensure that the JRV is powered up, working and displaying the Ready screen. 2) Present the not valid barcode to the JRV barcode scanner and observe for the below behaviour: <ol style="list-style-type: none"> a) JRV Graphical Display is red and displays "Not Valid" b) JRV Speaker plays the 'Not Valid Beep'
Expected Results	<p>The JRV will present the user with the expected positive feedback:</p> <ol style="list-style-type: none"> a) JRV Graphical Display is red and displays "Not Valid" b) JRV Speaker plays the 'Not Valid Beep'
Pass/Fail Criteria	The test passes when all steps listed above are noted as passed.
Results	Results are to be recorded within the IAT-R.

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EXHIBIT B

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3.7 Test Case 7 – Mobile Barcode Ticket: Reduced Fare

Purpose	To verify that the JRV behaves as expected when presented with a valid barcode ticket with an entitlement (e.g. reduced fare ticket).
Objectives	Confirm that the JRV presents expected indication to the user when presented with a valid barcode with an entitlement (e.g., reduced fare ticket).
Approximate Time Required	1 min
Prerequisites/ Preconditions	<ul style="list-style-type: none"> Valid ticket with a reduced fare (child or senior) via app The JRV has successfully passed Test Case 6.
Procedure	<ol style="list-style-type: none"> 1) Ensure that the JRV is powered up, working and displaying the Ready screen. 2) Present the valid barcode to the JRV barcode scanner and observe for the below behaviour: <ol style="list-style-type: none"> a) JRV Graphical Display is yellow and displays “Show ID” b) JRV Speaker plays the ‘Check Beep’
Expected Results	<p>The JRV will present the user with the expected positive feedback:</p> <ol style="list-style-type: none"> a) JRV Graphical Display is yellow and displays “Show ID” b) JRV Speaker plays the ‘Check Beep’
Pass/Fail Criteria	The test passes when all steps listed above are noted as passed.
Results	Results are to be recorded within the IAT-R.

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EXHIBIT B

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3.8 Test Case 8 – *DESFIRE Smart Card Ticket*

Purpose	To verify that the JRV behaves as expected when presented with a valid Smart Card travel card
Objectives	Confirm that the JRV presents expected message to the user when presented with a DESFIRE Smart Card Ticket
Approximate Time Required	1 min
Prerequisites/Preconditions	<ul style="list-style-type: none"> Valid DESFIRE Smart Card Ticket The JRV has successfully passed Test Case 7.
Procedure	<ol style="list-style-type: none"> 1) Ensure that the JRV is powered up, working and displaying the Ready screen. 2) Present the travel card to the JRV card scanner and observe for the below behaviour: <ol style="list-style-type: none"> a) JRV Graphical Display is green and displays “Valid” b) JRV Speaker plays the ‘Valid Beep’
Expected Results	<p>The JRV will present the user with the expected positive feedback:</p> <ol style="list-style-type: none"> a) JRV Graphical Display is green and displays “Valid” b) JRV Speaker plays the ‘Valid Beep’
Pass/Fail Criteria	The test passes when all steps listed above are noted as passed.
Results	Results are to be recorded within the IAT-R.

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EXHIBIT B

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EXHIBIT C - HARDWARE WARRANTY PLAN FOR VALIDATORS



DP1-0001-07
PLAN
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**Masabi Hardware -
Warranty Plan**

Document No.: DP1-0001
Version: 07
Date: 2020-10-13

CONFIDENTIAL

ver.	date.	title.	pg.
07	2020-10-13	Masabi Hardware - Warranty Plan	1/10



Revision History

Author	Version	Date	Details of Change
MC	00	2018-05-22	Draft
MC	01	2018-06-12	Initial Release
MC	02	2018-07-16	Removed unrequired content
MC	03	2018-10-12	Correction in §2(6c) Addition of §2(6d)
MC	04	2018-11-20	Correction in §3
MC	05	2020-03-23	Correction in document header. Correction in §1 Clarification of time zone in §2(2) Correction in §2(5) Addition of §2(9) Addition of §2(10) Addition of §2(11) Combine §3.1 into §3 Simplified §3 Promote §3.2 to §4 Simplified §4 Changed title of Appendix A
MC (IP)	06	2020-03-25	Updated §2(6a) following input from IP.
CR (Legal)	07	2020-10-13	Updated §2(6b) and §3 re costs of return

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Table of Contents

1	Introduction	4
	TO Glossary	4
	C	
	\n	
2	Generic Warranty Definition	2
3	Returns/Exchange Process	4
4	Out of Warranty Repairs	5
	Appendix A – RMA Request Form	7

ver.	date.	title.	pg.
07	2020-10-13	Masabi Hardware - Warranty Plan	3/10



1 Introduction

This Warranty Plan contains herein the generic warranty provision applicable to hardware provided by Masabi, including the procedures for returning suspected faulty material for replacement, exchange and/or repair.

The contents of this document may be superseded or supplemented by project, deployment or Customer specific Warranty Plan documents or other agreements.

1.1 Glossary

Term	Definition
RMA	Return Material Authorisation

1.2 References

Ref.	Title	Version
	DP1-0001	07



2 Generic Warranty Definition

As standard, hardware provided by Masabi is covered against defects in manufacturing or workmanship for a period of 12 months after delivery to the Customer.

#	Definition
1	The warranty is for a twelve (12) month period, i.e., the Warranty Period.
2	The Warranty Period commences at 00:01 local time on the day following delivery of the hardware to the Customer.
3	Failed hardware may be sent for triage and repair on a return-to-base (RTB) basis.
4	Failures within the warranted terms and Warranty Period will, at Masabi's sole discretion, be repaired and returned, or the unit will be replaced, free of charge to the Customer, including shipping, duty, et cetera.
5	Repair or replacement for failures which are outside the scope of the warranty will be quoted for and carried out at the Customer's cost, including shipping, duty, et cetera.
6	Masabi will be responsible for any repairs or replacement necessary within the Warranty Period with six exceptions. Masabi shall not in any circumstances be liable for a breach of the warranty 'defects in manufacturing or workmanship' above in any of the circumstance set out in 6a-f below:
6a	The Customer or Agency staff, agents, subcontractors or other parties acting on their behalf or their instruction failed to follow correctly (or at all) the Supplier's oral or written instructions as to the storage, installation, commissioning, use or maintenance of the Equipment, or (if there are none) good trade practice.
6b	Force Majeure, whereby Masabi will not be in default for any failure to perform its obligation(s), to the extent that performance of such obligation(s) is delayed or prevented by fire, flood, earthquake or similar natural disasters, riot, war, terrorism, civil strife, labour disputes or disturbances, industry-wide material shortages outside Masabi's reasonable control, an epidemic/pandemic or other viral disease outbreak, governmental regulations, communication or utility failures or any other events outside the reasonable control of Masabi.
6c	General wear & tear, intentional vandalism or destruction
6d	Errors or mishandling by Customer or Agency staff, agents, subcontractors or other parties acting on their behalf or their instruction
6e	The Customer or Agency staff, agents, subcontractors or other parties acting on their behalf or their instruction, alters or repairs the relevant Equipment without the prior written consent of Masabi.
6f	Masabi shall not in any circumstances be liable for any damage or defect to the Equipment caused by improper use of the Equipment or use outside its normal application.

ver. date.

07 2020-10-13

title. pg.

Masabi Hardware - Warranty Plan 2/10



#	Definition
7	Repaired or replacement parts will be shipped by Masabi within 25 working days of the arrival of a faulty part(s), notwithstanding delays due to the Customer or Agency.
8	At the conclusion of the Warranty Period, repairs or replacement will be quoted for and carried out at the Customer's cost, including shipping, duty, etc., unless a suitable extended warranty agreement has been made to extend the Warranty Period before it concludes.
9	Masabi may charge the Customer for processing units which are found to have no fault, including shipping, duty, et cetera.
10	Masabi will charge the Customer a minimum handling fee of \$100 USD for processing units which are found to have no fault and be out of warranty. The customer will also be charged for the cost of shipping, duty, et cetera.
11	For the purposes of determining validity of the warranty, the suspected failure or faulty part is considered as being reported at the date and time that this email is received. For the fault to be covered by the warranty this must be within the warranty period.
12	Any damage caused in transit due to the use of unsuitable packaging shall invalidate the warranty.

ver. date.

07 2020-10-13

title. pg.

Masabi Hardware - Warranty Plan 3/10



3 Returns/Exchange Process

Any suspected faulty parts should be returned (at Customer's cost) to Masabi for repair or replacement. The below process shall be followed to achieve this:

1. The Customer informs Masabi of the suspected faulty parts by submitting the RMA Request Form (Appendix A) to support@masabi.com.
2. Masabi will raise a Zendesk ticket, verify whether the suspected faulty part is within its warranty period and issue a Return Material Authorization (RMA) number which must accompany the returned Hardware.

Note: If the unit is not within its warranty period the Customer shall be informed, as if the unit is to be returned the cost of return shipping, etc., will be at their expense.

3. Upon receipt of the RMA number, the Customer will arrange for the unit to be suitably packed, preferably in purpose build or original packaging.

Note: Any damage caused in transit due to the use of unsuitable packaging shall invalidate the warranty.

4. Once packed, the Customer will inform Masabi that the unit is ready for collection and confirm:
 - a. The collection address is as listed on the RMA Request Form
 - b. The weight of the package
 - c. The dimensions of the package
5. Masabi will arrange for collection of the package by a courier and the package will be collected.
6. After receiving the faulty part:
 - a. If the part and/or failure is within the warranty: at our discretion, Masabi will either repair the original part or provide a replacement.
 - b. If the part and/or failure is not within the warranty: see Section 4.
7. Masabi will ship the repaired or replacement part to the address provided on the RMA Request Form with appropriate tracking information shared with the Customer.
8. Once the parts are shown as having arrived by the courier, the RMA is closed.

Note: Low value parts such as cable assemblies, PSUs and Configuration USB Keys will always be replaced.

ver.	date.	title.	pg.
07	2020-10-13	Masabi Hardware - Warranty Plan	4/10



4 Out of Warranty Repairs

A returned part may be deemed Out of Warranty if:

1. The suspected failure or fault is reported after the warranty period, or
2. The part is returned for a fault or failure which is outside of the scope of the warranty as stated in §2

When a returned unit is determined as being Out of Warranty, Masabi may, at its sole discretion, either:

1. Provide a quote for a replacement part; or
2. Provide a quote for the repair of the part.

This will be provided to the Customer after which Masabi will await a decision from Customer as to which option they wish to [proceed with:

- ✓ If a quotation is accepted, Masabi will process the repair or replacement unit and ship to the Customer as per §3(7) and provide a corresponding invoice.
- ✗ If the provided quotation(s) are rejected, any hardware which has been sent to Masabi or a subcontractor will either be recycled, destroyed or returned to the Customer at their expense.

Any shipping, duty or tax costs incurred by Masabi will be invoiced to the Customer for all out of warranty units, regardless of whether the quotation for replacement or repair is accepted.

Note: When a part is returned and subsequently not found to be faulty and out of warranty, the Customer will be charged for the cost of shipping and handling as well as any duty or tax costs incurred by Masabi. A minimum handling fee of \$100.00 (USD) will be charged.

Note: When the repair of a part is anticipated to be uneconomical; i.e., likely to cost approximately the same or more than a replacement part, or where the original part is discontinued or considered end of life, a replacement part will be quoted for. In this case, at the discretion of Masabi, the Customer may be requested to hold the faulty part in stores until such time as it can be collected rather than arranging it to be shipped to Masabi.

Note: Cable assemblies, PSUs and Configuration USB Keys are uneconomical to repair and therefore will always be replaced.

ver.	date.	title.	pg.
07	2020-10-13	Masabi Hardware - Warranty Plan	5/10



DP1-0001-07
PLAN
CONFIDENTIAL

ver.	date.	title.	pg.
07	2020-10-13	Masabi Hardware - Warranty Plan	6/10



Appendix A – RMA Request Form

Please complete the below section of this form and send it to support@masabi.com to arrange for the replacement or repair of faulty hardware.

Serial No.		Part No.	
Station/Vehicle		Username	
FCA & Turnstile		Parent Serial No.	
Date		Time	
Removed By		Reported By	
Return Address		Contact Name	
		Contact Tel.	
		Contact E-mail	

Reason for replacement/failure description:

Health Monitoring state at time of failure:

MASABI USE ONLY

RMA No.		Date Issued	
RMA Issued By		ZenDesk No.	

ver. date.

07 2020-10-13

title. pg.

Masabi Hardware - Warranty Plan 7/10

EXHIBIT D - VALIDATION HARDWARE PCI COMPLIANCE PLAN



Masabi Hardware:
Justride Validator (JRV) Payment Card
Industries (PCI) Hardware Compliance Plan

Document No.: DP3-0001
Version: 0B
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CONFIDENTIAL

Revision History

ver.	date.	title.	pg.
01	2019-12-13	Masabi Hardware: Justride Validator (JRV) Payment Card Industries (PCI) Hardware Compliance Plan	1/16



Author	Version	Date	Details of Change
CB	00	2019-06-10	DRAFT
MC	0A	2019-06-19	DRAFT - Review of Initial Draft
CB	0B	2019-07-01	DRAFT - Second Review
CB	01	2019-12-13	Release

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ver.	date.		title.	pg.
01	2019-12-13		Masabi Hardware:	2/16
			Justride Validator (JRV) Payment Card Industries (PCI) Hardware Compliance Plan	



Table of Contents

1 Introduction	4
1.1 Purpose	Error! Bookmark not defined.
1.2 Objective	5
1.3 Conventions	5
1.4 Glossary	5
2 Responsibility	7
3 Delivery, Storage, Installation & Disposal	7
3.1 Delivery	8
3.2 Storage	9
3.3 Installation	9
3.4 Operation	Error! Bookmark not defined.
3.5 Disposal	11
4 Regular Inspections	12
4.1 Daily Inspection	12
4.2 Annual Audit	12
5 Response on Discovering a Tampered JRV	14
6 Personnel & Training	16

ver.	date.	title.	pg.
01	2019-12-13	Masabi Hardware: Justride Validator (JRV) Payment Card Industries (PCI) Hardware Compliance Plan	3/16



1 Introduction

In order to allow contactless EMV (cEMV) bank (debit) and credit cards to be used as tokens within the Justride platform it is necessary for validation hardware to be capable of interacting with these cards. To provide this functionality, the Justride Validator (JRV) contains a contactless smartcard reader with the necessary approvals to interact with cEMV cards, handle Cardholder data and contain the encryption keys needed to process payments.

In order to minimise abuse or fraud, and increase controls around cardholder data, card brands, such as Visa, Mastercard and American Express, mandate that systems processing card payments or handling Cardholder data must fulfil the Payment Card Industry Data Security Standard (PCI DSS). PCI DSS compliance is validated by periodical assessment by a Qualified Security Assessor (QSA). In addition, the hardware used to complete transactions must have Payment Card Industry (PCI) PIN Transaction Security (PTS) Point of Interaction (POI) device approval. In the case of the JRV, the integral cEMV card reader within it is certified to PCI PTS v4.0 as well as EMV contactless Level 1 and Level 2 for various card payment brands.

As part of ensuring compliance with PCI DSS, and to prevent an invalidation of the PCI PTS POI device approval for a particular device, the JRV must be handled and inspected in certain ways throughout its lifecycle. This document contains herein the generic process and procedures for handling of the JRV as a cEMV reader.

Warning: Failure by the Agency to comply with the requirements set out in this document may, at the sole discretion of Masabi, result in the withdrawal of cEMV capability from the platform or other actions deemed appropriate to either return the system to a PCI compliant state or otherwise remove it from service to protect Cardholder data and/or Masabi's PCI DSS compliance, at the sole cost of the Agency.

Note: For JRV deployments which are not currently accepting cEMV cards, the requirements in this document must be observed for this capability to be enabled later. If they are not, each JRV must be returned to Masabi prior to their being used for cEMV interactions. Unless contractually agreed otherwise, this will be completed at the Agency's expense.

1.1 Purpose

This document outlines herein the mandated handling requirements and procedures applicable to Masabi's customers deploying JRVs that are or may be used to handle cEMV interactions with the intention to ensure that the deployment is compliant with the requirements of PCI DSS and the unit remains within it's PCI PTS POI approvals.

ver.	date.	title.	pg.
01	2019-12-13	Masabi Hardware: Justride Validator (JRV) Payment Card Industries (PCI) Hardware Compliance Plan	4/16



1.2 Objective

The intention of this document is to ensure that Agencies are provided with all necessary information so that cEMV enabled JRV deployments are compliant with PCI DSS. In order to achieve this this document will outline the below:

- Handling and storage requirements
- Inspection requirements
- Personnel training requirements

1.3 Conventions

Throughout this document the following format will be used for notes and important information:

Important: Mandatory and important notes that must be fulfilled

Note: Important notes regarding mandatory requirements that may affect correct operation but do not present a safety risk or danger of damage to equipment.

Recommendation: A non-mandatory addition to the instruction intended to highlight methods of completing actions that were previously found to be the most efficient or easiest.

Throughout this document Masabi's Customer will be referred to as "the Agency", transit riders or Customers of the Agency will be referred to as "Cardholders".

1.4 Glossary

Acronym	Definition
JRV	Justride Validator
PCI	Payment Card Industry
DSS	Data Security Standards
POI	Point of Interaction
PTS	PIN Transaction Security
PIN	Personal Identification Number
cEMV	Contactless EMV
EMV	Europay Mastercard Visa

ver.	date.	title.	pg.
01	2019-12-13	Masabi Hardware: Justride Validator (JRV) Payment Card Industries (PCI) Hardware Compliance Plan	5/16



QSA	Qualified Security Assessor
IAT	Installation Acceptance Test

ver.	date.		title.	pg.
01	2019-12-13		Masabi Hardware: Justride Validator (JRV) Payment Card Industries (PCI) Hardware Compliance Plan	6/16



2 Responsibility

With whom responsibility for PCI DSS compliance lies is dependant on who is the merchant of record and therefore may differ between deployments; however, in general:

The Agency is responsible for ensuring that the requirements set out in this document, or any supplementary payment security document that may be applicable to the particular deployment are carried out and appropriately documented. During the course of a project to deploy cEMV capable JRVs, the Agency shall identify a suitable person, or position, within their organisation to act as the nominated responsible person and point of contact for PCI DSS compliance and compliance with the requirements set out in this document. That person or the Agency may also identify suitable deputies for this role. The nominated responsible person and their deputies will be recorded and shared with Masabi in line with the established governance for the project.

Masabi is responsible for ensuring that this document is kept up to date and new versions are provided to the Agency as and when changes in PCI DSS or internal processes require.

ver.	date.		title.	pg.
01	2019-12-13		Masabi Hardware: Justride Validator (JRV) Payment Card Industries (PCI) Hardware Compliance Plan	7/16



3 Delivery, Storage, Installation & Disposal

Throughout the life cycle of any individual JRV it must be handled in accordance with the requirements laid out in this section to ensure that it is still in compliance with PCI DSS. The key stages of the life cycle of a JRV are delivery, storage, installation, operation and disposal. This section will provide an outline of the processes that are to be followed at the delivery, storage, installation and disposal stages.

3.1 Delivery

Before a JRV is deployed it is important to ensure that it has arrived at the Agency in the same state that it was shipped by Masabi. Masabi therefore require that the Agency performs an inspection of each consignment, and JRV within it, to validate that security, and therefore PCI DSS compliance, has been maintained.

Prior to shipment a consignment of JRVs will be sealed with tamper evident labels and/or tape by Masabi. These will be of design which the Agency have been made aware. Upon delivery, or as soon thereafter as possible, suitably trained and authorised Agency staff shall verify that the seals are intact and that the consignment shows no other sign of tampering.

If the seal is broken, or other signs of tampering are identified, the Agency shall inform Masabi via support@masabi.com so that further instructions can be provided. Ultimately, if a shipment or JRV is suspected of being tampered with, it will be returned to Masabi where steps will be undertaken to ensure the security of the cEMV card reader, e.g., by replacement, before the JRV is returned to the Agency. The above inspection shall be carried out upon the return of any JRV.

Where no evidence of suspected tampering is found, appropriately trained and authorised Agency staff shall:

- 1) Verify the serial numbers of both the JRV and the integral cEMV reader against a manifest provided by Masabi,
- 2) Validate that the internal tamper evident label over key screws does not show signs of being removed,
- 3) Inspect the unit for any signs of damage e.g., cracks or scratching, et cetera.

Any discrepancies must be raised with Masabi via support@masabi.com so that further instructions can be provided. Again, if a shipment or JRV is suspected of being tampered with, it will be returned to Masabi where steps will be undertaken to ensure the security of the card reader, e.g., by replacement, before being returned to the Agency. All of the Inspection steps given in this section shall be carried out upon the return of any JRV.

Note: The inspection steps within this section apply to both new and returned, repaired and/or refurbished JRVs.

Note: Where records are not provided, are incomplete, inaccurate or otherwise unsatisfactory, Masabi may, at the Agency's expense, arrange for a team to visit to verify the inspections and/or replace the units.

ver.	date.	title.	pg.
01	2019-12-13	Masabi Hardware: Justride Validator (JRV) Payment Card Industries (PCI) Hardware Compliance Plan	8/16



3.2 Storage

Whilst not installed, e.g., prior to installation, when being held as spare stock or after being removed from the field, JRVs must be stored in a secure location to which access is restricted to appropriately trained and authorised Agency staff only. This can be in the form of, for example, a locked room or cabinet to which only authorised persons have keys.

An accurate inventory of all JRVs shall be maintained by the customer. The inventory shall include the serial number of both the JRV and the integral cEMV card reader. Each addition or removal of a JRV to or from storage shall be recorded with each instance including the date and time of the movement and who it was made by.

Each instance of access to the secure location shall be recorded.

The intention of these requirements is to ensure that the risk of devices being stolen, going missing or being tampered with is reduced as much as is practicable whilst they are out of service.

Should a JRV is found to be missing or otherwise unaccounted for, the Agency shall inform Masabi of this immediately via email to support@masabi.com.

3.3 Installation

Installation is the point at which the JRV enters public service and is therefore exposed to Cardholders. It is therefore important that certain procedures are followed and checks made to ensure that the JRV is as it should be prior to installation.

Scripts for the installation, commissioning and testing of a JRV, including inspections required under PCI DSS, shall be included as part of the project documentation, e.g., within the appropriate Installation Work Instruction and/or Installation Acceptance Test (IAT) Procedure. A general outline of the activities that need to be completed and aspects that need to be inspected are outlined below.

Important: The JRV must not be left unattended in an insecure area between storage and completion of installation.

Before installation, the unit shall be carefully inspected by an appropriately trained and authorised Agency employee to confirm that the unit is suitable for use, this inspection will look for:

- Damage to the enclosure of the JRV
- Damage to the enclosure of the integral cEMV card reader
- Suspicious or extraneous wiring or parts
- Damaged or otherwise non-functioning lock
- Void or missing tamper evident label(s)
- Incorrect JRV serial number based on provided documentation
- Incorrect integral cEMV card reader serial number based on provided manifest documentation and the JRV serial number that it is within

ver.	date.		title.	pg.
01	2019-12-13		Masabi Hardware: Justride Validator (JRV) Payment Card Industries (PCI) Hardware Compliance Plan	9/16



The result of all inspections shall be thoroughly recorded and provided to Masabi in accordance with the project governance for the deployment or via the Agency's Masabi account manager if installation is after initial deployment. The records, along with installation, commissioning and test records, must be marked correctly with date and (where required) time as well as the name of the person or people completing each inspection or activity.

The Agency must inform Masabi of inspection failures which indicate potential tampering via support@masabi.com so that further instructions can be provided. If a JRV is suspected of being tampered with, it will be returned to Masabi where steps will be undertaken to ensure the security of the cEMV card reader, e.g., by replacement, before being returned to the Agency. Dependant on the age of the reader and nature of the inspection failure, this may or may not be covered under warranty.

At the conclusion of the installation, a final visual inspection to ensure that the JRV is properly fitted and is securely locked in position shall be completed and recorded. Again, records shall include date and, if necessary, time as well as the details of the person completing the inspection with copies provided to Masabi.

The agency must maintain an accurate record of which JRV is installed on which vehicle and the home base of that vehicle. These records must be updated if, for example, the JRV is replaced due to a fault.

Template forms for all these records will be made available to the Agency by Masabi.

Note: Where records are not provided, are incomplete, inaccurate or otherwise unsatisfactory, Masabi may, at the Agency's expense, arrange for a team to visit to verify the inspections and/or replace the units.

3.4 Operation

Operational JRVs, i.e., those that have been installed, commissioned and tested such that they enter revenue service and handle Cardholder data, must undergo a regular and robust inspection regime to identify potential tampering. This is outlined in Section 4 of this document.

During the operational stage of the JRV lifecycle, some JRVs will be damaged or otherwise suspected of being faulty. In these cases the Agency must inform Masabi of the faulty unit by emailing support@masabi.com as per the Warranty Plan. However, in the case of cEMV capable JRVs, Masabi and the Agency must additionally make a determination of whether the fault or damage was caused during an attempt to tamper with the JRV in such a way to expose Cardholder data, or payment keys, et cetera. The Agency shall provide Masabi with any additional information requested to complete this assessment.

Faulty or damaged JRVs must still be handled with the same care, with regard to PCI, as those which are fully functional, i.e., faulty JRVs must not be left unattended having been removed from the vehicle, must be stored in the same conditions as a working JRV (see Section 3.2) and must be shipped in tamper evident packaging.

ver.	date.		title.	pg.
01	2019-12-13		Masabi Hardware: Justride Validator (JRV) Payment Card Industries (PCI) Hardware Compliance Plan	10/16



Where a JRV is replaced due to being damaged or suspected fault, the same process followed for initial installation, particularly with regard to the inspections outlined in Section 3.3, must be followed when installing the replacement JRV.

All records concerning storage and the details of which JRV is installed on the vehicle must be updated whenever a JRV is replaced to ensure their accuracy.

3.5 Disposal

When a JRV reaches the end of its useful lifetime the integral cEMV card reader within the JRV must be securely destroyed. Depending on the specific contract agreed with the Agency, this may be completed by Masabi on their behalf, and potentially at their cost, or they may request approval from Masabi to use a third party. Approval will not be unreasonably withheld by Masabi; however, all parties must be confident that disposal will be completed appropriately to maintain the security of the deployment and hence PCI compliance.

In all cases, units shall be shipped in packaging with tamper evident tape or labels, and shall be inspected upon delivery by the receiving partner. In the case of a third party being contracted, the destruction of each unit must be recorded with minimum details including the serial number of the integral cEMV card reader, the date of destruction and who completed the destruction, forming a certificate of destruction. The certificate of destruction shall be provided to Masabi in accordance with the project governance for the deployment or via the Agency's Masabi account manager if it is after initial deployment

The Agency must inform Masabi of inspection failures which indicate potential tampering via support@masabi.com so that further instructions can be provided.

Note: Where records are not provided, are incomplete, inaccurate or otherwise unsatisfactory, Masabi may, at the Agency's expense, arrange for a team to visit to verify the inspections and/or replace the units.

ver.	date.		title.	pg.
01	2019-12-13		Masabi Hardware: Justride Validator (JRV) Payment Card Industries (PCI) Hardware Compliance Plan	11/16



4 Regular Inspections

Following a successful installation the JRV will be available for use by Cardholders. In order to ensure that the JRV is not tampered with or otherwise compromised whilst in the field, it is necessary to regularly inspect the JRV and its integral cEMV card reader.

There are two types of inspection:

- 1) The Daily Inspection is intended to become part of a driver or operators pre-departure vehicle checks
- 2) An Annual Audit is a more in-depth inspection completed by appropriately trained and authorised Agency employees to ensure that the unit is unchanged since installation.

The following subsections provide an outline of each of these inspections.

4.1 Daily Inspection

This inspection, which is intended to become part of the fare booth attendant opening activities and driver or operator's pre-departure vehicle checks and includes verification of the following:

- Is the JRV present?
- Is the JRV securely fixed and locked onto the pole?
- Are any new or strange cables, etc., running out of the JRV?
- Does the JRV power up as expected?
- Is there anything fixed to the JRV enclosure that is not expected, e.g., labels on the unit that are not sanctioned by the Agency?

In the event that a driver identifies something that they believe is a sign of tampering, this should be raised with their supervisor for further investigation.

Important: Where tampering is suspected, the JRV must be removed from service immediately and the incident reported to Masabi.

The agency's appointed PCI responsible person or their deputy may be asked to periodically attest to Masabi or to a QSA that these visual checks of the JRV are being undertaken as part of normal daily vehicle checks and/or maintenance checks by agency operational staff.

The Agency must inform Masabi of inspection failures which indicate potential tampering via support@masabi.com so that further instructions can be provided.

4.2 Annual Audit

In addition to the Daily Inspection, an Annual Audit of all JRVs, whether in storage or installed, must be completed. Masabi will provide templates that appropriately trained and authorised Agency staff will use to complete the Annual Audit.

ver.	date.		title.	pg.
01	2019-12-13		Masabi Hardware: Justride Validator (JRV) Payment Card Industries (PCI) Hardware Compliance Plan	12/16



Inspections completed during the Annual Audit include:

- Inspection of the JRV enclosure for damage or changes that may compromise the security of the unit or otherwise indicate that the device has been tampered with.
- Inspection of the JRV lock to ensure that it works correctly and can be locked and unlocked with the correct key.
- Inspection of the tamper evident labels to ensure they are present and not voided.
- Inspection of the JRV for signs of additional or extraneous wires, circuit boards, labels or other parts which are not approved by Masabi and the Agency.
- Verification of the serial number of the JRV
- Verification of the serial number of the integral cEMV card reader within the JRV
- Verification that combination of serial numbers for the JRV and the integral cEMV card reader are correct and as expected.
- Verification that all JRVs are present and correct.

Important: Where tampering is suspected, the JRV must be removed from service immediately and the incident reported to Masabi.

The results of the above inspection shall be thoroughly documented, including evidence of the inspection having taken place, the date, time and location of the inspection as well as details of the person or people that completed it.

The result of all inspections shall be provided to Masabi in accordance with the project governance for the deployment or via the Agency's Masabi account manager if the inspection is completed after initial deployment.

The Agency must inform Masabi of inspection failures which indicate potential tampering via support@masabi.com so that further instructions can be provided. If a unit is suspected of being tampered with, it will be returned to Masabi where steps will be undertaken to ensure the security of the cEMV card reader, e.g., by replacement or re-flashing of firmware and keys, before being returned to the Agency. Dependant on the age of the reader and nature of the inspection failure, this may or may not be covered under warranty.

Note: Where records are not provided, are incomplete, inaccurate or otherwise unsatisfactory, Masabi may, at the Agency's expense, arrange for a team to visit to verify the inspections and/or replace the units.

ver.	date.		title.	pg.
01	2019-12-13		Masabi Hardware: Justride Validator (JRV) Payment Card Industries (PCI) Hardware Compliance Plan	13/16



5 Response on Discovering a Tampered JRV

In order to minimise the potential exposure of Cardholder data it is important that instances of suspected tampering are dealt with quickly. An outline for the process that may be followed upon discovery of suspected tampering with a JRV is given below. The precise response will depend on the nature and severity of the issue.

Important: Where tampering is suspected, the JRV must be removed from service immediately and the incident reported to Masabi.

1. Remove the JRV from service and secure it.
2. If tampering is suspected but the person who has identified it is unsure, this should be passed to an appropriately trained and authorised Agency employee to verify. If uncertainty remains this should be escalated to the nominated responsible person within the Agency or one of their agreed deputies.

Note: If there is any doubt if the unit is tampered the device shall be handled as a manipulated unit.

3. Inform Masabi of the issue via support@masabi.com with as much information as possible, including photographs if available.

Note: Masabi may request that the tampered JRV is made available for inspection depending on the nature of the suspected tampering.

4. If necessary upon discussion with Masabi, the Agency and Masabi shall inform local law enforcement.
5. If, as determined by Masabi and the Agency, the Cardholder data environment may be affected, the implicated payment schemes must be informed by the Agency and Masabi.

Important: If the incident has affected the Cardholder data environment, and has impacted the system components within this environment, the incident must immediately be reported, its severity and other essential information provided to the applicable payment brands. The following table shows links to the major payment brands and how to handle such incidents for each:

Payment Brand	Information on Incident Handling and Reporting
VISA	https://usa.visa.com/dam/VCOM/download/merchants/cisp-what-to-do-if-compromised.pdf
MasterCard	https://www.mastercard.us/content/dam/mccom/en-us/documents/account-data-compromise-manual.pdf



American Express	https://www.americanexpress.com/us/merchant/fraud-prevention.html
Discover Card	http://www.discovernetwork.com/fraudsecurity/databreach.html
JCB	http://www.global.jcb/en/



6 Personnel & Training

Agency personnel that are permitted to access stored JRVs, complete installation or maintenance of JRVs or complete inspections must have undergone appropriate training and been explicitly authorised by the Agency. Records of training and authorisation, and removal of authorisation, etc., is to be accurately compiled and maintained by the Agency and made available to Masabi upon request.

Training requirements will be agreed between Masabi and the Agency during the project to deploy the cEMV capable JRV, but will generally consist of a ‘train-the-trainer’ approach.

Training for each member of Agency staff who have a responsibility for or involvement in the cEMV capability of the JRV must be given training on the tasks they will undertake as well as the general requirements and importance of PCI DSS compliance, the consequences of not following the requirements and how they should report anything to which is suspicious or indicative of tampering.

Note: The training must be refreshed every year. All instances of training, refresher or otherwise, are to be recorded by the Agency.

Note: Where records are not provided, are incompleted, inaccurate or otherwise unsatisfactory, Masabi may, at the Agency’s expense, arrange for a team to visit to verify their accuracy.

ver.	date.		title.	pg.
01	2019-12-13		Masabi Hardware: Justride Validator (JRV) Payment Card Industries (PCI) Hardware Compliance Plan	16/16

EXHIBIT E - SUPPORT SERVICES AND SLA



Masabi Support- Supporting You and Your Passengers

v. 3.3

August 31st, 2021





Table of Contents

Executive Summary	8
Masabi Support Vision	8
Standard Agency Support	8
Developer Support Model	9
Hardware Support	9
Masabi Support Program	10
Overview	10
Standard Support	11
Technical Support Operational Hours	11
Omnichannel Support	11
Support Meetings	11
Release Notes	11
Ticket Activity Reports	12
Support Newsletter	12
Training Programs	12
Standard Training	12
Custom Training Programs	12
Ongoing Training	12
Additional Support Services	12
Rider Support Operational Hours	12
In-App Support for Riders	12
In App Support Access	13
Advanced Analytics	13
Chargeback (Merchant of Record) Support	13
Technology Partner Support	13
SDK Developer Support	13
Developer Resources	14



Developer Training	14
Support Program Performance	14
SLA policies in Zendesk	14
Efficiency through Automation	15
Performance Measurement and Reporting	15
Support Team Roles	18
Appendix A- Support Guidelines	52
Document Purpose	20
Submitting Support Requests	20
Overview	20
Where can I find Masabi's contact details?	20
Information to provide when submitting Support requests	21
Standard Support Requests	21
Submitting Standard Support Requests via the IVR	22
Submitting Standard Support Requests via the Online Help Center	22
Submitting Standard Support Requests via Email	23
Submitting Critical Support Requests	23
Submitting Other Requests	24
SDK & API support	24
Submitting a Chargeback Challenge Request (MOR)	25
Feature Requests & Enhancements	25
UAT Support	25
Masabi Help Center	25
Help Center Security	25
Managing Support Requests in the Help Center	26
Self-Service Knowledge Base	27
Release Notes	28
Following Knowledge Base sections, articles, and comments	28



Unfollowing Knowledge Base sections, articles, and comments	29
Promoted Articles	29
Self-Service Rider Support	30
Step One	30
Step Two	30
Contacting Customer Service	31
Submit A Ticket (Online)	31
Contact Us	31
Appendix B- Masabi Training Modules	32
Appendix C(1)- Incident Management Guidelines	34
Executive Summary	36
Document Purpose	36
Introduction	36
Definitions	37
Roles and Responsibilities	39
Masabi Roles & Responsibilities	39
Masabi Customer Support	39
Masabi IT Operations Support	39
Account Management	40
Agency Roles & Responsibilities	40
Agency Justride Application Owner	40
Primary Agency Contact- IT Service / Customer Support Desk	40
System Uptime Performance	42
Retail Product Suite Priority Assignment	42
Validation Product Suite Priority Assignment	42
Definition of an Incident	43
Incident Logging & Categorization Process	43
Overview	43



Incident Notification Types	44
Incident Logging and Categorization	44
If Masabi Identifies a P1 or P2 Incident	44
If Agency Identifies a P1 or P2 Incident	45
For All P1 and P2 Incidents	45
Incident Categorization	45
Incident Prioritization	46
Impact Values	47
System Definitions	47
Priority Assignment	47
Target Response Times	47
Quick Reference Priority Assignment Examples	48
Incident Escalation	49
Overview	49
Response Process	49
Incidents Resolved by Release	49
Incident Tracking and Monitoring	49
Incident Closure	49
Appendix C(2)- Incident Monitoring Priority Classifications	51
Systems Definitions Matrix	51
Appendix D- Masabi Hardware RMA Procedure for Justride Validators	52
Appendix F– Points of Contact	59
Agency Support	59
Rider/Passenger Support	59
Account Support	59
Management Contacts	61
Appendix G–System Architecture & Performance	62
Agency System Architecture	62



System Resiliency and Uptime	62
Performance Agreement Between AWS™ and Masabi	64
Amazon Web Services (AWS™)	64
AWS Response Time	64
Third Parties Services Incorporated into the Agency Mobile Platform	64
Apple Application Repository (iTunes Store™)	64
Google Application Repository (Google Play Store™)	64
Payment Gateway/Merchant Acquirer Services	64
Braintree Payments Settlement Service	64
Customer Defined Payments Settlement Service (e.g. ChasePayment, PayEezy etc.)	65
Incident Monitoring	65
Live StatusPage and Agency Notifications	65
Monitoring & Alerting Tools	65
StackDriver2	65
PagerDuty	65
LogEntries	66
Pingdom Health Checks	66
Performance Monitoring	67
Appendix H– Disaster Recovery Plan	69
Masabi Disaster Recovery Strategy	69
Where is Masabi present:	69
Current Masabi AWS Region deployment:	69
Summary of current strategy:	69
What can the current plan mitigate against:	70



EXECUTIVE SUMMARY

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

MASABI SUPPORT VISION

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

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

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

STANDARD AGENCY SUPPORT

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

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

Masabi's standard support offering covers the following:

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



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

DEVELOPMENT SUPPORT MODEL

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

HARDWARE SUPPORT

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

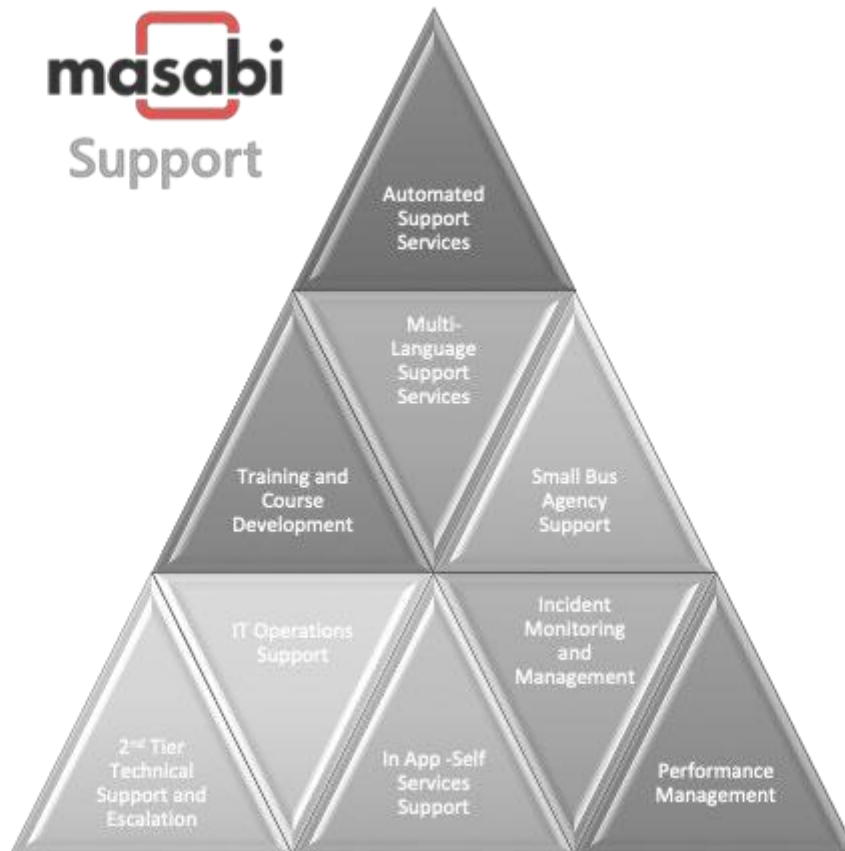
All hardware is covered by statutory one-year (1) year warranty after delivery. Additional extended warranties are available to provide longer term warranty coverage. Masabi also provides the option to purchase spares to cover their service in the event of any technical maintenance issue and show-tap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

MASABISUPPORTPROGRAM

OVERVIEW

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

The Masabi support program is comprised of the following:



Standard support activities include:

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

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

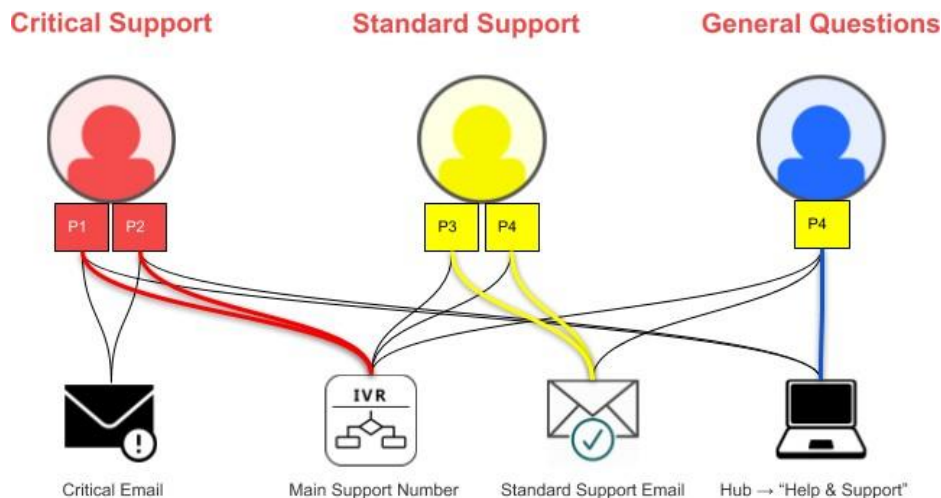
STANDARD SUPPORT

Technical Support Operational Hours

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

Omnichannel Support

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



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

Support Meetings

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

Release Notes

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



Ticket Activity Reports

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

Support Newsletter

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

Training Programs

Standard Training

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

Custom Training Programs

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

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

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

Ongoing Training

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

ADDITIONAL SUPPORT SERVICES

Rider Support Operational Hours

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

In-App Support for Riders

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

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

In App Support Access

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

Advanced Analytics

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



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

Chargeback (Merchant of Record) Support

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

TECHNOLOGY PARTNER SUPPORT

SDK Developer Support

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

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



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

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

Developer Resources

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

Developer Training

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

SUPPORT PROGRAM PERFORMANCE

SLA policies in Zendesk

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

The Masabi Incident SLA policy:

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

The “All-Other” tickets SLA policy:

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

Targets

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

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



Efficiency through Automation

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

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

Automated tasks

Performance Measurement and Reporting

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

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

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

Team Level Metrics

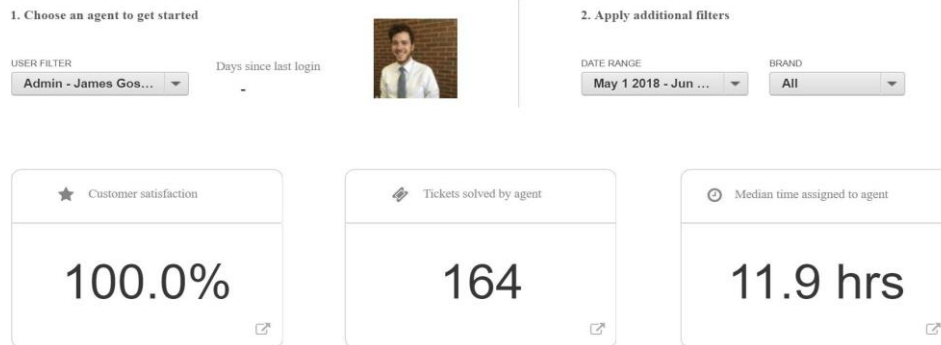
- Acknowledgement Time
- First Reply Time
- Interactions per request
- Customer satisfaction
- Median Handle Time
- Median Resolution Time

Individual Agent Metrics

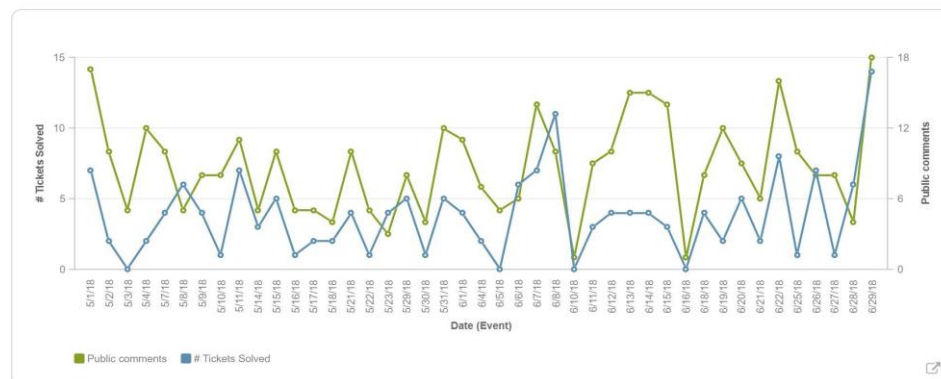
- Resolved Cases
- Customer Interactions
- Customer Satisfaction
- Median Handle Time



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



Agent activity



Sample of support engineer individual metrics

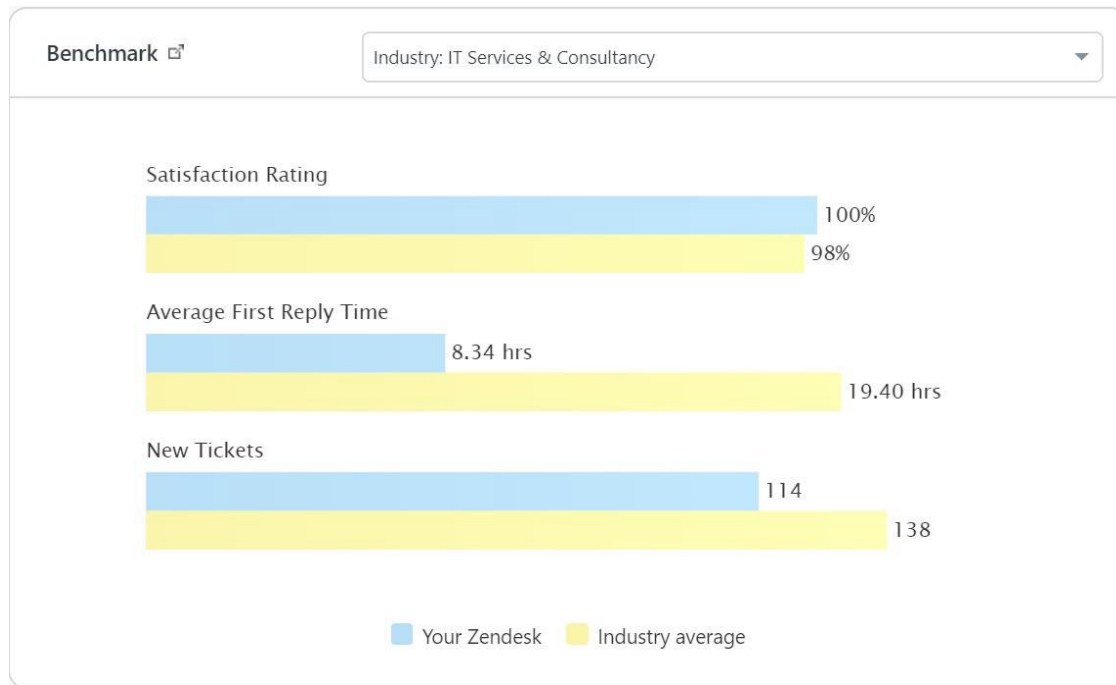


Satisfaction ratings



Global satisfaction level and survey response rates

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

*Sample benchmark data*

Customer Satisfaction

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

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

How would you rate the support you received?

[Good, I'm satisfied](#)

[Bad, I'm unsatisfied](#)

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

IT Operations Management & Maintenance

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

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



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

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

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

Account Management.

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

Support Team Roles

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

APPENDIX A – SUPPORT GUIDELINES



Support Guide for Agencies

Version: 1

Date: 1.1.2019

CONFIDENTIAL

Revision History

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

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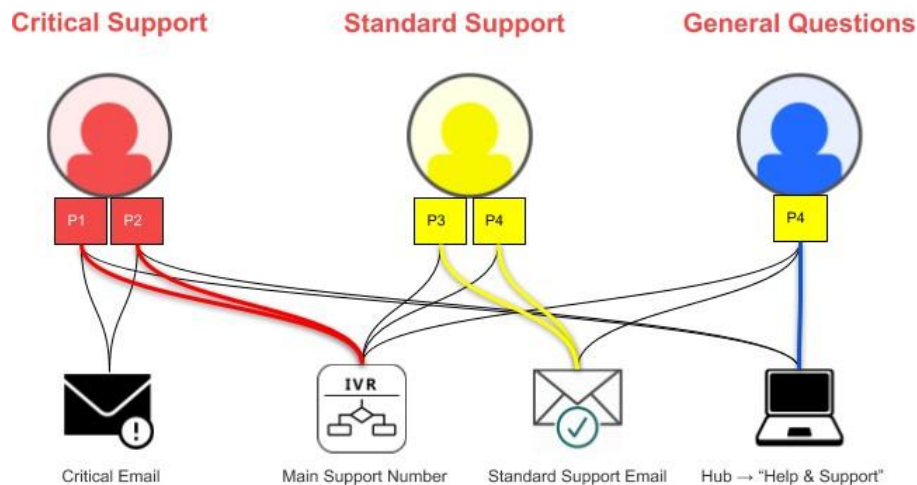
DOCUMENT PURPOSE

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

SUBMITTING SUPPORT REQUESTS

OVERVIEW

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



Definitions of Support Categories

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

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

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

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

WHERE CAN I FIND MASABI'S CONTACT DETAILS

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



INFORMATION TO PROVIDE WHEN SUBMITTING SUPPORT REQUESTS

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

Required:

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

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

Optional:

- Steps to recreate
- Impact to business

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

STANDARD SUPPORT REQUESTS

All standard support requests go through the same workflow:

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

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

Support@Masabi.com <support@masabi.com>
to me ▼

Mon 8 Jan, 10:03

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

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

To add additional comments, reply to this email.



Sergio User

Jan 8, 10:03 GMT

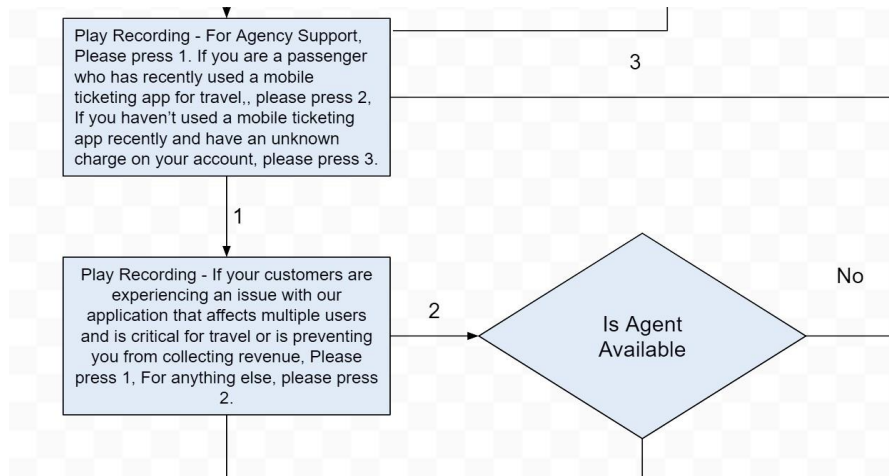
Test

Automatic acknowledgement of receipt of support request

SUBMITTING STANDARD SUPPORT REQUESTS VIA THE IVR

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

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



Segment of IVR logic

SUBMITTING STANDARD SUPPORT REQUESTS VIA THE ONLINE HELP CENTER

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



To submit a support request in Help Center

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



Submit a request

What would you like help with?

Help & Training

Subject

device switches

Suggested articles

[What is a device switch?](#)

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

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

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

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

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

[Staff Activity Log](#)

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

[What is a guest account?](#)

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

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

SUBMITTING STANDARD SUPPORT REQUESTS VIA EMAIL

Most standard support requests are submitted via email.

- Passengers submit requests to help@justride.com
- Agency staff submit standard requests to support@masabi.com

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

SUBMITTING CRITICAL SUPPORT REQUESTS

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

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

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

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

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

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



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

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

SUBMITTING OTHER REQUESTS

SDK & API SUPPORT

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

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

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

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

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

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



SUBMITTING CHARGEBACK CHALLENGE REQUEST (MOR)

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

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

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

FEATURE REQUESTS & ENHANCEMENTS

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

UAT SUPPORT

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

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

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

MASABI HELP CENTER

HELP CENTER SECURITY

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

Agency staff can:

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



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

Riders can:

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

Note: Riders cannot manage or track tickets

Masabi Support staff can:

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

MANAGING SUPPORT REQUESTS IN THE HELP CENTER

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

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

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

The screenshot shows the 'My requests' section of the Masabi help center. At the top, there are tabs for 'Requests', 'Contributions', and 'Following'. Below this, the 'My requests' section has sub-tabs for 'My requests', 'Requests I'm CC'd on', and 'Organization requests'. A search bar labeled 'Search requests' and a status dropdown menu set to 'Any' are present. Below these is a table with the following columns: Subject, Id, Created, Last activity, and Status.

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

Viewing support requests (tickets)



I need help with Validation Reports?

 Sergio User
2 minutes ago

I need help with Validation Reports?

 Sergio Da Silva
1 minute ago

Hi Sergio,

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

Kind Regards,

Sergio Da Silva



Add to conversation

Mark as solved

Requester	Sergio User
Created	Today at 10:16
Last activity	Today at 10:17
Id	#2367
Status	Awaiting your reply
Priority	Normal
Product	Inspect
Hub Area	—
Inspect Area	Scanning
MAC Address	—
App ID/Account ID	—
Passenger App Area	—

Ticket details

SELF-SERVICE KNOWLEDGE BASE

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

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

Validation FAQs

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

General FAQs

General FAQs for agencies who support the Justride systems

Help Center Guide

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

Rider FAQs

Knowledge Base for JustRide app users

Software Releases and Announcements

Your Documentation

Important information related to your brand

Agency staff view of the self-service Knowledge Base



Search results

66 results for **contact**

Knowledge base

Contact conductor about a lost item

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

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

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

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

Search bar and search results

Release Notes

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

JustRide Releases

Consumer Release Notes – Justride App Version 4.10

Consumer Release Notes – Justride App Version 4.11

Hub Releases

Agency Release Notes - 09 August 2018

Agency Release Notes 27 July 2018

Release notes accessible from the Software Releases and Announcements category

Following Knowledge Base sections, articles, and comments

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

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



Requests | Contributions | **Following**

TITLE	TYPE	FOLLOWING	
Install curl	Article	Comments	Unsubscribe
Set up	Article	Comments	Unsubscribe

A list of items being followed

Unfollowing Knowledge Base sections, articles, and comments

To stop following a section, article, or comments:

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

Promoted Articles

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

Signing up and Downloading

A guide to your app

Trip Issues & Refunds

Account & Payment Options

Security, Privacy & Policies

Promoted articles

The app says I have run out of device switches

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

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

Can I deactivate a ticket?

Are there any fees for using mobile ticketing?

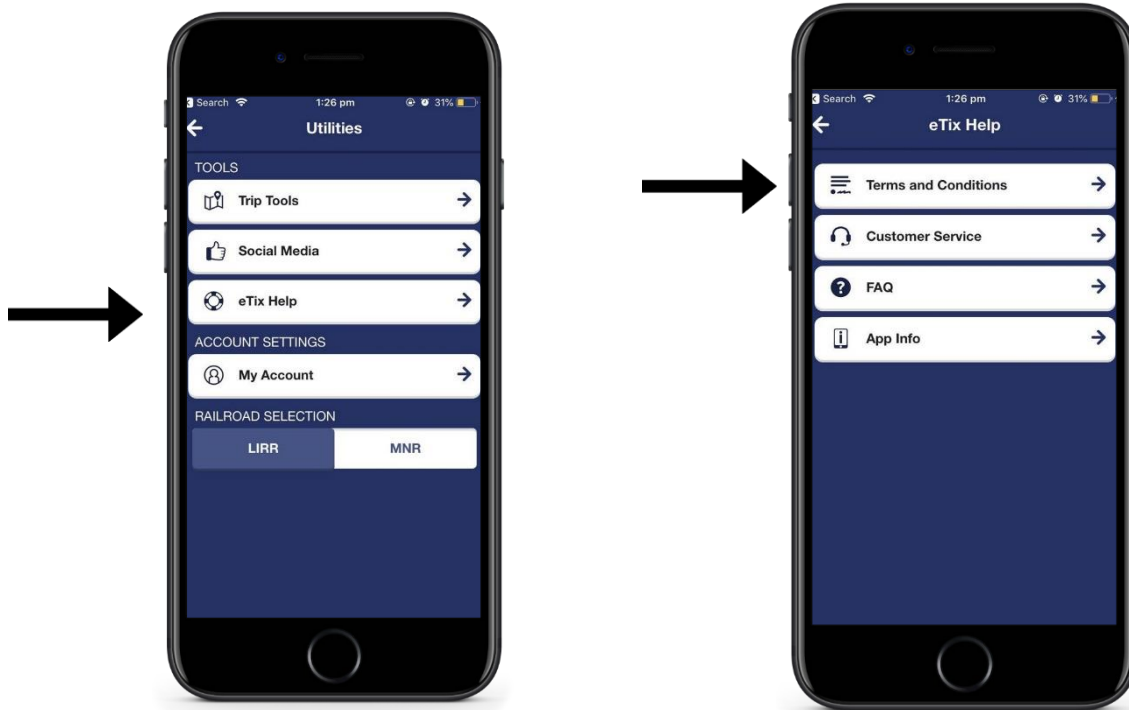
I lost network connectivity. Can I still use my mobile tickets?

Promoted articles

SELF-SERVICE RIDER SUPPORT

STEP ONE

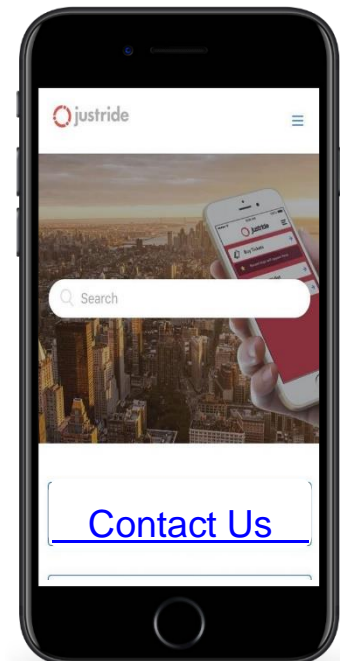
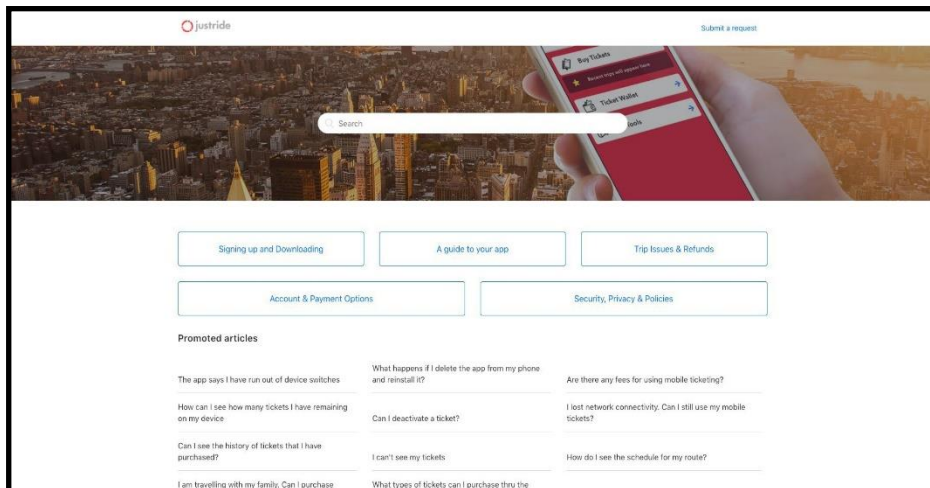
When riders of the agency need to contact customer service, there are a number of tools the Justride app can provide. First, the rider will need to click on the “help” button. In this case the help button says “eTix Help”. This will bring the rider to the next page of the app where your Customer Service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



STEP TWO

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

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



CONTACTING CUSTOMER SERVICE

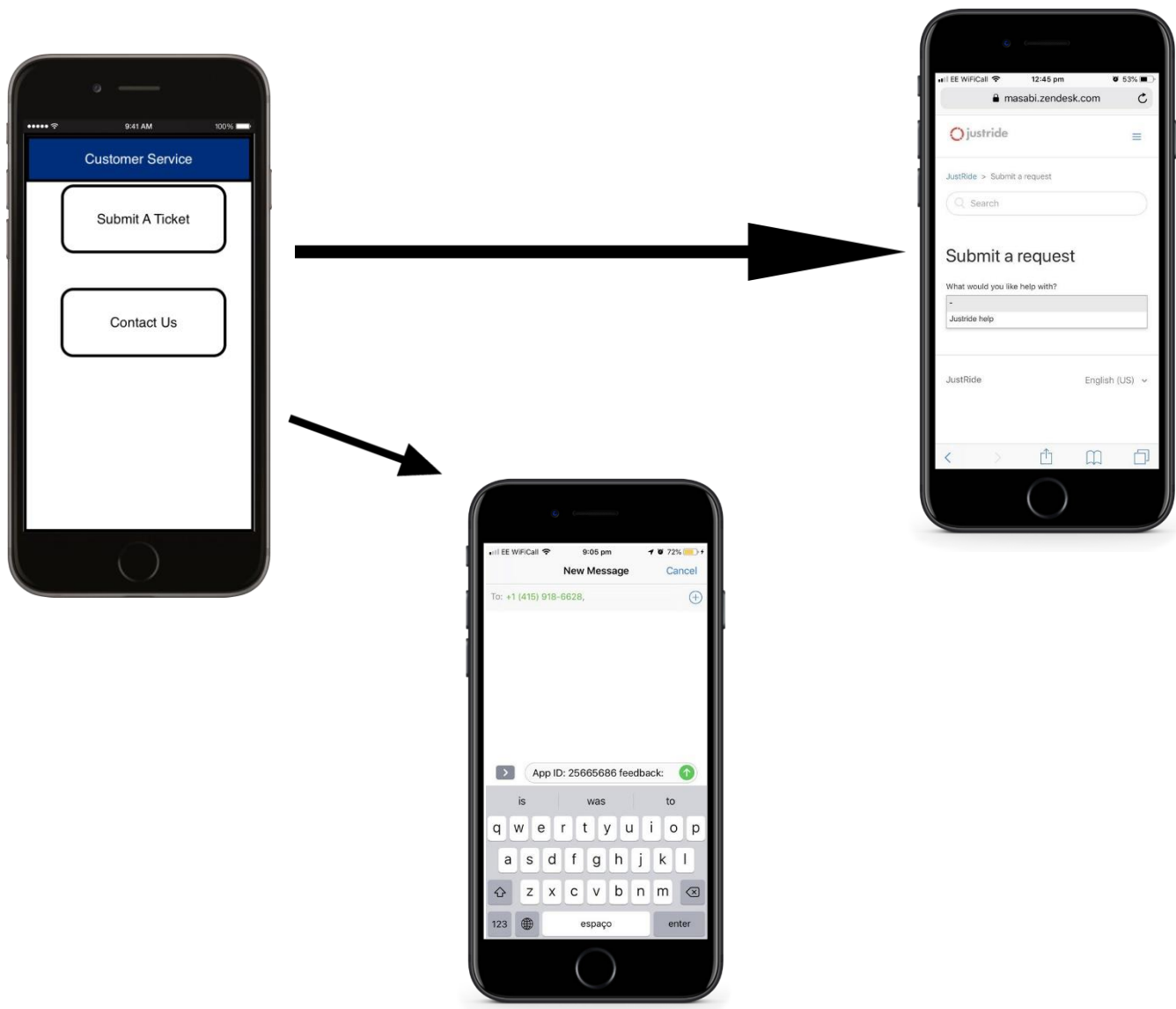
Clicking on the Customer Service button will give the rider the following options:

Submit A Ticket (Online)

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

Contact Us

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





APPENDIX B – MASABI TRAINING MODULES

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

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



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



APPENDIX C(1)- INCIDENT MANAGEMENT GUIDELINES



Incident Management Guidelines

Version: 4.7

Date: T

CONFIDENTIAL

Revision History

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



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EXECUTIVE SUMMARY

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

DOCUMENT PURPOSE

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

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

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

INTRODUCTION

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

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

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



DEFINITIONS

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

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



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

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

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



ROLES AND RESPONSIBILITIES

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

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

MASABI ROLES & RESPONSIBILITIES

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

Masabi Customer Support

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

Masabi IT Operations Support

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

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



Account Management

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

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

AGENCY ROLES& RESPONSIBILITIES

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

Agency Justride Application Owner

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

Primary Agency Contact IT Service / Customer Support Desk

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



SYSTEM UPTIME PERFORMANCE

RETAIL PRODUCT SUITE PRIORITY ASSIGNMENT

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

VALIDATION PRODUCT SUITE PRIORITY ASSIGNMENT

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



DEFINITION OF AN INCIDENT

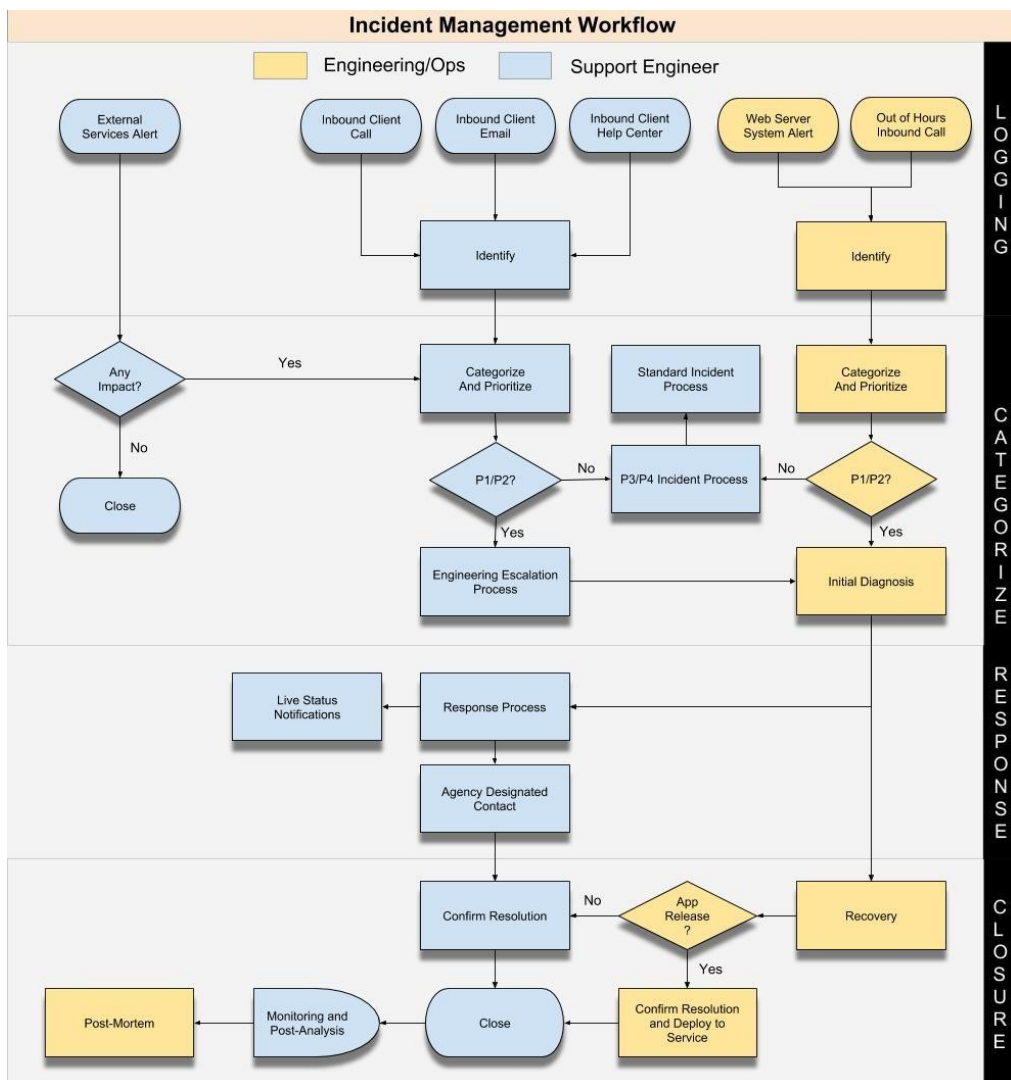
An Incident is an unplanned interruption to the Justride service, or reduction in the quality of the service, affecting the Agency or its end-user experience. Failure of any item, software or hardware, used in the support of a system is also an Incident, even if the failure has not yet affected or impacted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

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

INCIDENT LOGGING & CATEGORIZATION PROCESS

Overview

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



General Process Flow Diagram



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

Incident Notification Types

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

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

Incident Logging and Categorization

If Masabi Identifies a P1 or P2 Incident

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

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



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

If Agency Identifies a P1 or P2 Incident

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

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

For All P1 and P2 Incidents

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

INCIDENT CATEGORIZATION

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

The table below represents the Incident Categorizations.

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



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

INCIDENT PRIORITIZATION

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

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

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

In order to define level of impact, Masabi will measure the data in the present and compare it to the same measurement in a comparable period of time in the past, for example, 30% total transactions have failed between 9:00-10:00AM UTC at the beginning of the month versus 0% transactions failed at the beginning of the previous month. If a live incident occurs during a non-peak period such as 3:00am and an incident may potentially affect 4 users out of 5 (85%), 14 will be applied.



Impact Values

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

System Definitions

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

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

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

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

Priority Assignment

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

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

Target Response Times

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

Masabi Priority	Acknowledgement	Prioritization/ Categorization	Guaranteed Response	Escalation/ Assignment ****	Resolution*
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P1	15 Minutes	25 Minutes	< 60 Minutes	30 Minutes	4 Hours
P2	15 Minutes	60 Minutes	< 4 Hours	60 Minutes	8 Hours
P3	15 Minutes	24 Hours	< 12 Hours	1 Business Day	As Defined**
P4	15 Minutes	24 Hours	< 24 Hours	3 Business Days	As Scheduled**

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

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

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

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

QUICK REFERENCE PRIORITY ASSIGNMENT EXAMPLES

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

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



INCIDENT ESCALATION

OVERVIEW

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

RESPONSE PROCESS

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

INCIDENTS RESOLVED BY RELEASE

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

INCIDENT TRACKING AND MONITORING

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

INCIDENT CLOSURE

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

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



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

- If any downtime or system outage is encountered a full report will be provided to the Agency within 10 (ten) business days; detailing the root cause, steps taken to resolve, and measures implemented to deter a repeat occurrence. Time to develop the full Incident Report is determined by the severity of the problem and the level of investigation, if development is required, and platform wide impact. The Incident Report is the official recording of the Incident Management Process and Resolution; however, it is not the only communication during an incident timeline. During an incident, customers can expect to receive frequent updates on the cause, steps being taken in the troubleshooting process, updates on new information that may affect the outcome and standard stakeholder briefings. Masabi will work collaboratively to define the interval of communication best suited to the incident category and prioritization. For P1 and P2 category events, Masabi will communicate updates in 30 minute intervals.



APPENDIX C 2)- INCIDENT MONITORING PRIORITY CLASSIFICATIONS

SYSTEMS DEFINITIONS MATRIX

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

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



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

APPENDIX D – MASABI HARDWARE RMA PROCEDURE FOR JUSTRIDE VALIDATORS

- NOT USED – SEE SEPARATE HARDWARE WARRANTY DOCUMENT AT SCHEDULE 4 OF THE CONTRACTOR’S SAAS & VALIDATOR TERMS



APPENDIX F— POINTS OF CONTACT

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

AGENCY SUPPORT

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

RIDER/PASSENGER SUPPORT

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

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

ACCOUNT SUPPORT

Title:	xxxx
Email:	
Phone:	

Title:	xxxx
Email:	
Phone:	



Management Contacts

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

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

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

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

Agency– Example of Points of Contact

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

Primary Agency Contact

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

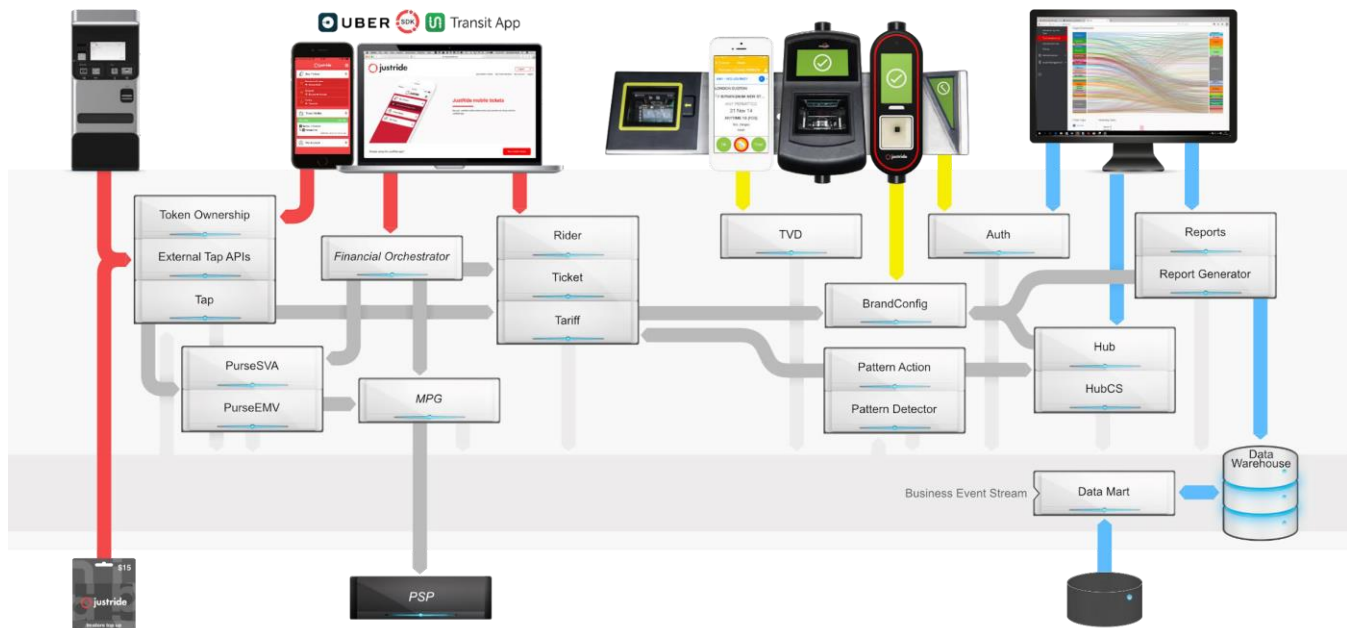
Secondary/ Additional Contact–

Title:	Agency – Secondary Contact
Phone:	

APPENDIX G– SYSTEM ARCHITECTURE & PERFORMANCE

AGENCY SYSTEM ARCHITECTURE

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



Agency Ticketing System Architecture Diagram

SYSTEM RESILIENCY AND UPTIME

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

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

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

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

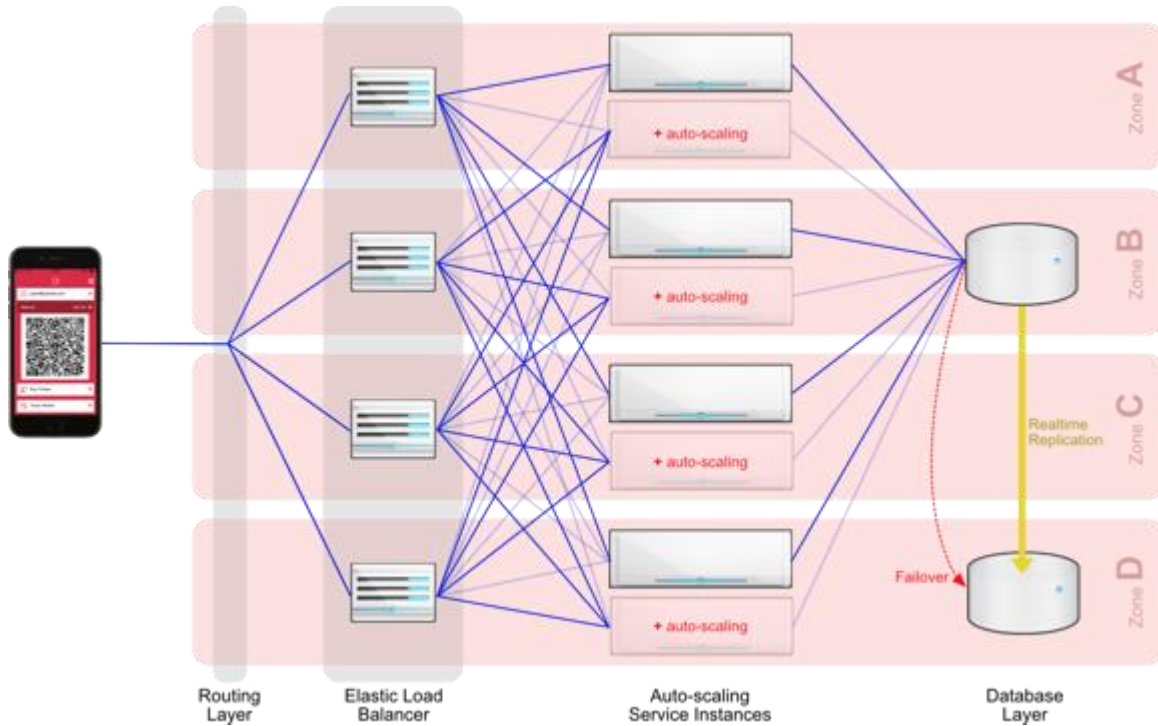


Diagram of Masabi AWS architecture for system resiliency

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

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

Key Benefits of an AWS Hosting Environment as Configured Include:

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



PERFORMANCE AGREEMENT BETWEEN AWS™ AND MASABI

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

Amazon Web Services (AWS™)

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

AWS Response Time

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

THIRD PARTIES SERVICES INCORPORATED INTO THE AGENCY MOBILE PLATFORM

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

Apple Application Repository (iTunes Store™)

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

Google Application Repository (Google Play Store™)

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

Payment Gateway/Merchant Acquirer Services

MPGS/Braintree/Chase payment services

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

Braintree Payments Settlement Service

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



- Provision of fraud detection services

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

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

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

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

INCIDENT MONITORING

Masabi monitors the health of the Agency system via web server performance management solutions, which easily integrate into the AWS cloud services to monitor server performance and availability. The service is live-monitored using a full suite of tools including AWS Cloudwatch (with capacity alarms), AlertLogic, LogEntries triggers and other similar technologies. These events all flow through notification services to the Customer Support Team and Operations teams, as is appropriate to the event. Additionally, there is live monitoring using visible dashboards in the offices (allowing human glance pattern change recognition) and regular manual review of capacity, costs, and system behaviors for diagnosing potential resource constraints and/or unexpected changes in behavior.

LIVE STATUS PAGE AND AGENCY NOTIFICATIONS

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

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

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

MONITORING & ALERTING TOOLS

StackDriver2

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

PagerDuty

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

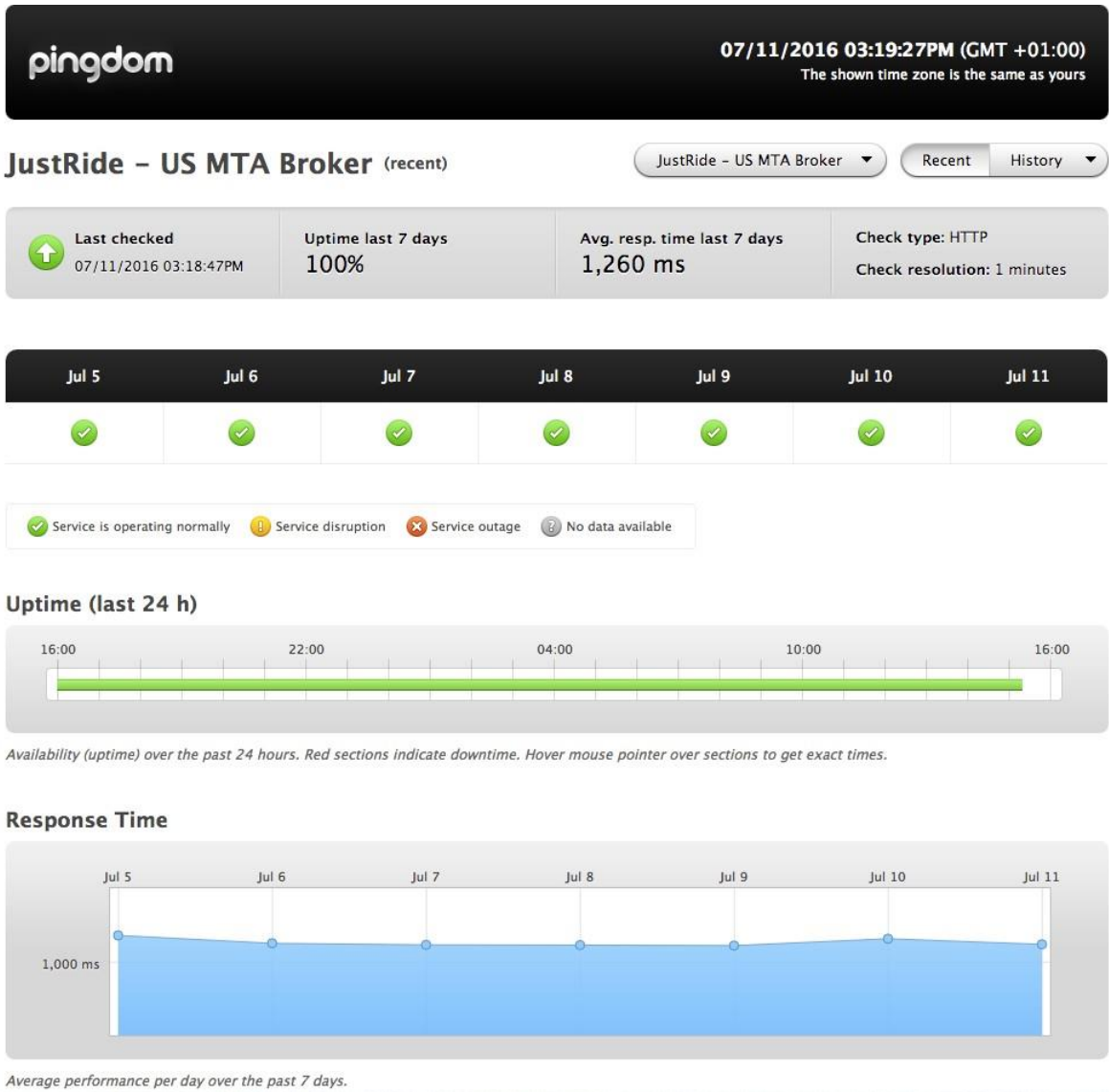


LogEntries

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

Pingdom Health Checks

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



An example of uptime monitoring alerts



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

Overview

Name ▲	Jul 6	Jul 7	Jul 8	Jul 9	Jul 10	Jul 11	Jul 12
↑ JustRide – US MTA Broker	✓	✓	✓	✓	✓	✓	✓
↑ JustRide – US MTA MPG	✓	✓	✓	✓	✓	✓	✓

✓ Service is operating normally

! Service disruption

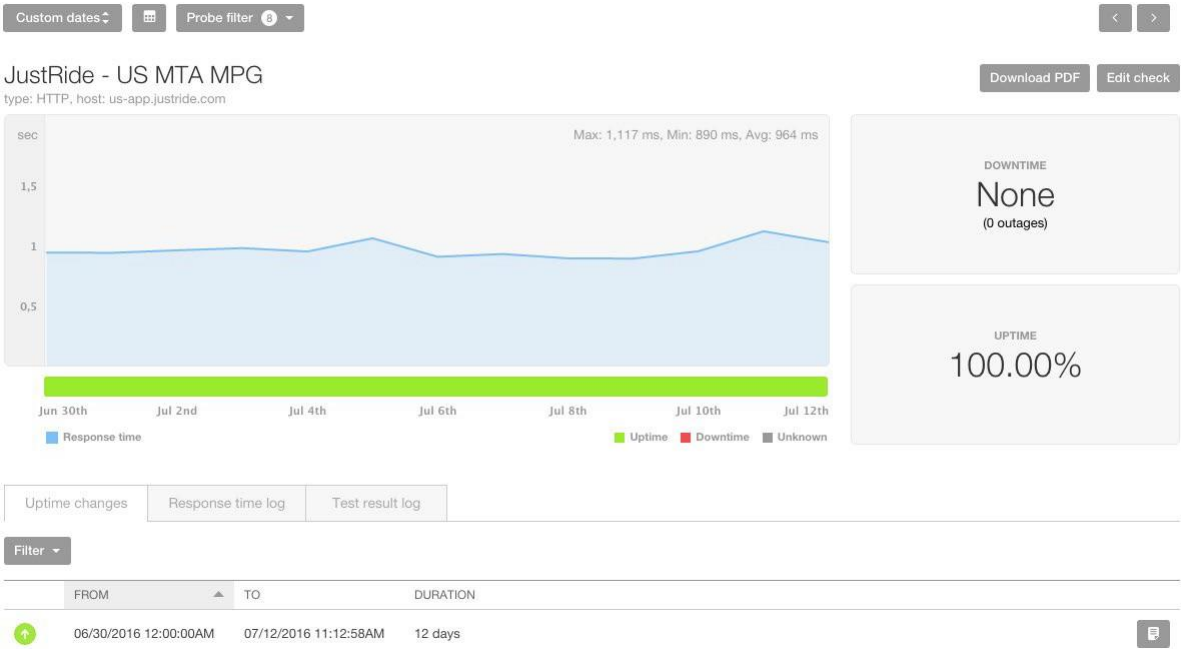
✗ Service outage

⋯ No data available

Uptime monitoring provided by [Pingdom](#)

[Get your free account](#) and monitor your uptime

An example server availability report.



An example of uptime monitoring alerts

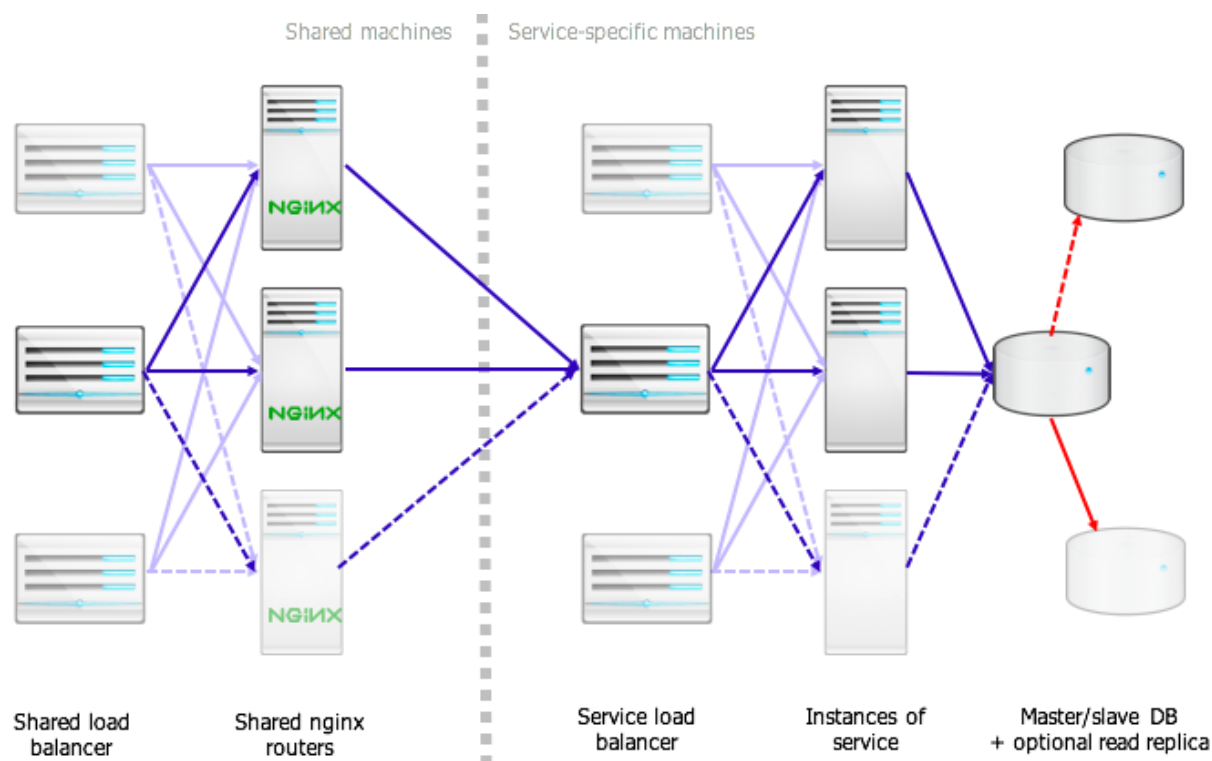
PERFORMANCE MONITORING

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

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

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

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



APPENDIX H – DISASTER RECOVERY PLAN

MASABI DISASTER RECOVERY STRATEGY

Where is Masabi present:



Current Masabi AWS Region deployment:

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

Summary of current strategy:

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

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

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

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



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

What can the current plan mitigate against:

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

- End of Document-

EXHIBIT F - CERTIFICATE OF INSURANCE

MASALLC-01

JLEVIN2



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/2/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Mesirow Insurance Services, Inc. 353 N Clark St 11th Floor Chicago, IL 60654	CONTACT NAME: PHONE (A/C, No, Ext): (312) 595-6892		FAX (A/C, No):
	E-MAIL ADDRESS: jonathan.levin@alliant.com		
INSURED Masabi, LLC 1330 Avenue of the Americas Suite 23A New York, NY 10019	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : Lloyd's of London		00000
	INSURER B :		
	INSURER C :		
	INSURER D :		
	INSURER E :		
INSURER F :			

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N If yes, describe under DESCRIPTION OF OPERATIONS below		N / A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Cyber-Tech E&O			W14063210901	8/1/2021	8/1/2022	Claims/Aggregate 3,000,000
A	Cyber-Tech Excess			ACX1003921	8/1/2021	8/1/2022	Policy Limit 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

LIMITS OF INSURANCE CONTINUED:

Insurer A - W14063180901 08/01/2021 - 08/01/2022 - Retroactive Date: 08/01/2013

Media, Tech & Professional Liability, Regulatory Defense & Penalties, Data & Network Liability (Incls: Data & Security Breach and Privacy Policy Violation)

Each Claim Limit: \$3,000,000 - Policy Aggregate Limit: \$3,000,000 - Retention: \$5,000*

CERTIFICATE HOLDER

CANCELLATION

Eagle County Government
 Assistant County Attorney
 PO Box 850
 Eagle, CO 81631-0850

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/02/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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PRODUCER MESIROW INS SERVICES INC/BBT/PHS 83551324 The Hartford Business Service Center 3600 Wiseman Blvd San Antonio, TX 78251	CONTACT NAME: PHONE (866) 467-8730 FAX (888) 443-6112 (A/C, No, Ext): E-MAIL ADDRESS:																					
INSURED MASABI, LLC 1330 AVE OF THE AMERICAS STE23A NEW YORK NY 10019	<table border="1"> <thead> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC#</th></tr> </thead> <tbody> <tr> <td>INSURER A :</td><td>Sentinel Insurance Company Ltd.</td><td>11000</td></tr> <tr> <td>INSURER B :</td><td></td><td></td></tr> <tr> <td>INSURER C :</td><td></td><td></td></tr> <tr> <td>INSURER D :</td><td></td><td></td></tr> <tr> <td>INSURER E :</td><td></td><td></td></tr> <tr> <td>INSURER F :</td><td></td><td></td></tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE		NAIC#	INSURER A :	Sentinel Insurance Company Ltd.	11000	INSURER B :			INSURER C :			INSURER D :			INSURER E :			INSURER F :		
INSURER(S) AFFORDING COVERAGE		NAIC#																				
INSURER A :	Sentinel Insurance Company Ltd.	11000																				
INSURER B :																						
INSURER C :																						
INSURER D :																						
INSURER E :																						
INSURER F :																						

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/Y YYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> General Liability			83 SBA TP9381	08/01/2021	08/01/2022	EACH OCCURRENCE \$1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000
							MED EXP (Any one person) \$10,000
							PERSONAL & ADV INJURY \$1,000,000
							GENERAL AGGREGATE \$2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:						PRODUCTS - COMP/OP AGG \$2,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			83 SBA TP9381	08/01/2021	08/01/2022	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000
							BODILY INJURY (Per person)
							BODILY INJURY (Per accident)
							PROPERTY DAMAGE (Per accident)
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB			83 SBA TP9381	08/01/2021	08/01/2022	EACH OCCURRENCE \$5,000,000
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> RETENTION \$ 10,000						AGGREGATE \$5,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT E.L. DISEASE -EA EMPLOYEE E.L. DISEASE - POLICY LIMIT
A	DATA BREACH - RESPONSE EXPENSE COVG			83 SBA TP9381	08/01/2021	08/01/2022	Limit \$10,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Those usual to the Insured's Operations.

CERTIFICATE HOLDER

Eagle County Government
 Assistant County Attorney
 PO Box 850
 EAGLE CO 81631

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Susan L. Castaneda

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EXHIBIT G - MASABI RFP RESPONSE



ECO Transit

Transit Mobile Fare Payment System

RFP # 2020-007

Technical Proposal

08-11-2020



Table of Contents

Executive Summary	6
Background and Experience	8
Key Company Data	8
Size & Location	8
Masabi History (Including Years in Business)	8
Masabi's Industry Awards	9
Deployment Experience	10
System Description	14
Project Objectives	14
Proposed Approach – Phased Deployment	19
Mobile First Approach	19
Phase 0 – Accelerated Mobile Ticketing (visval, web portal) → 2020 Q4 (October/Nov)	19
Phase 1 – Mobile Ticketing Electronic Validation (Route-based fare rupees, SVA, cash top-ups → vendor portal at agency locations, PDF printed tickets at agency windows) → 2021 Q2	19
Phase 2 – Account Based Ticketing Pay as You Go (route & discount/entitlement based PAYG, AVL integration if current work is reusable, smartcards, retail network, paratransit) → 2021 Q3	20
Future Expansions and Additional Functionality	20
Functionality by Phase Table	21
Core System	22
1. Describe the overall proposed solution.	22
Point of Sale Solution - Vendor Portal	22
Vendor Portal sales flow	23
Hardware requirements	23
Printed Tickets	24
2. Describe the overall capabilities of the solution.	24
Justride Platform Overview	24
Compliance Matrix	25
3. Describe the rider experience for different phases of a bus ride which include trip planning, booking, payment validation, trip updates and post-trip survey	42

4. Describe proposed system architecture	42
5. Describe fraud prevention and detection features of the product.	44
Visual Validation	44
Electronic Validation with Justride Inspect	46
Masabi Validators	47
Validator Management	48
Automatic Vehicle Location (AVL) Integrations	49
Automated Anti-Fraud Pattern Matching	49
6. Describe configuration and functionality of the solution.	50
Rider Interfaces	50
Agency Apps & Web Sites	50
White Label Justride Application	51
Custom Application Built Around Justride SDK	51
Justride Web Portal	51
Mobility-as-a-Service (MaaS)	52
Cash Riders	53
Agency-Managed Ticket Windows	53
Retail Store POS Integrations	53
Retail Distribution Network with InComm	53
Account Based Ticketing - Pay as you Go (PAYG)	54
Hub Back-Office	55
Access Control and Audit Trails	55
Customer Support	56
Data	57
Reporting	57
Analytics	57
Data Extraction	58
Accessibility	58

Masabi's Accessibility Philosophy	58
Current Accessibility Infrastructure	58
Ongoing Commitment to Accessibility	59
7. Describe procedures to add new fare products.	59
8. Describe plan for upgrading smartphone applications in the future.	61
Hosting	62
1. Provide a service level agreement, including tiers of service, response times, and standard metrics.	62
2. Describe data center and storage facilities.	62
Cloud Native - Resilient and Scalable	62
3. Describe security capabilities of the proposed system, including firewalls, backup storage, and antivirus software encryption.	63
Platform Security	63
Data Privacy	63
4. Describe change management, upgrade, and patch management policies and practices. Describe systems administration/management capabilities including monitoring of performance measures, intrusion detection, and error resolution.	64
Change Management	64
Updates and Quality Assurance	64
5. Describe how the proposer would help move to a new operation at the end of the contract term or if the contract is terminated, including process for notifying riders of termination.	65
Project Plan	67
1. Project Execution Plan.	67
2. Project approach to include describing interaction with and review cycle requirements.	68
Project Management Approach	68
Project Management Methodology	69
3. Work plan to include a timeline for when certain core system features will be available	70
4. Schedule	73
5. Testing and Validation Approach	73
6. System Recovery Plan.	74
Disaster Recovery	74
Masabi's Locations:	74

Current Masabi AWS Region deployment:	74
Summary of current strategy:	74
What can Masabi's current plan mitigate against:	75
7. Training.	75
Project Team	78
Org Chart with	79
Ongoing Support Services	79
1. Post "go live" support that is included in the proposal response.	79
2. Telephone support.	79
US Phone (Local)*	79
3. Help Desk services.	79
Support Contacts	79
4. Toll-free support line.	80
US Phone (Toll-Free)	80
5. Users group	80
References	80
ADDITIONAL SUBMISSION REQUIREMENTS TO DETERMINE PROPOSER RESPONSIBILITY	81
1. Litigation History	81
2. Financial Information	81
3. Insurance Requirements	81
Appendix A: Project Schedule	82
Appendix B: Most Recent Audited Financial Statement	83
Appendix C: Resumés	84
Sara Poulton, VP of Global Services	84
Nayeli Velez - Project Manager	86
Jorgen Pedersen, Director Technical Consulting Services	88
Chip Whitman, Senior Account Manager	92
Appendix D: Insurance Certificates	94
Appendix E: Masabi Standard SaaS Agreement - with SLAs	95

EXECUTIVE SUMMARY

Masabi is excited by the opportunity to present its mobile fare collection platform, Justride, for the consideration of ECRTA as it seeks a modern mobility payment platform for its passengers. Launched in 2012, Masabi deploys the Justride Platform as a multitenant, cloud hosted, account based, Software-as-a-Service (SaaS) solution.

Masabi understands that cities like Eagle County are in the midst of a transformation in the way they deliver service to their passengers. At the heart of this transformation are new challenges, new services and new technologies. Agencies such as ECRTA are facing unprecedented circumstances that have caused them to prioritize their efforts to keep passengers and employees safe during the COVID-19 outbreak. Masabi's fare collection technology, whether it is visually validated or electronically validated, is a pivotal element of such a strategy.

No solution is better equipped to meet ECRTA's mobile ticketing needs than Masabi's Justride platform. Justride is North America's most used account based mobile ticketing service. In non-pandemic circumstances, Masabi processes more than \$1 billion dollars on its Justride Platform, selling more than 10 million mobile tickets each month.

Moreover, the rapid pace of technological change means that traditional legacy fare collection solutions, which by today's standards are slow and exceedingly costly, are quickly becoming a thing of the past. For this reason, Masabi built the Justride platform to be an integrable, configurable fare collection solution that allows agencies to launch mobile ticketing and scale the platform to serve as a modern, full fare collection solution. Masabi calls this the "mobile-first approach."

This differentiates the Justride platform from other solutions in the market. By deploying Justride, ECRTA can launch a mobile ticketing solution for its passengers and can then expand to include electronic validation, printed media, smartcards, ID cards (provided they are a suitable standard) and other tokens, as required. Additionally, the platform can facilitate stored value and complex best-fare finding (fare capping) in an account-based ticketing fare model.

Justride also allows agencies to deploy ticketing through a variety of frontend options for their customers. Traditionally, the Justride platform has given agencies the ability to deploy an agency-branded mobile ticketing application as a frontend ticketing experience for their passengers. This allows agencies to deploy a branded digital asset for their riders, enabling riders to easily manage accounts and purchase tickets. This is one option for ECRTA to deploy the Justride platform.

In addition, through the Justride Software Development Kit (SDK), Masabi is actively integrating public transit with new and emerging modes of transit and transit technology. The SDK allows third parties to embed Justride ticketing within their front-end applications and therefore achieves practical integrated mobility, allowing ECRTA tickets to be purchased from within industry leading third party apps. This proposal includes both the option to deploy the branded application as well as the SDK integrated into one or more of our partners which include Transit, Kyyti, Moovit, Uber, Lyft and more.

For this proposal, Masabi has included the option for ECRTA to deploy Masabi's SDK within the Transit App. This integration means that in addition to deploying Masabi's Justride branded application, ECRTA can utilize the Masabi/Transit partnership to deploy Justride natively within Transit. This deployment would offer a consolidated experience and a true MaaS product, allowing passengers to plan journeys, provide cross-ticketing to micro-mobility partners and purchase ECRTA's tickets all within a single app, improving the experience of ECRTA's riders. The first deployment of this SDK integration was deployed for St. Catharines in Canada, in November 2018. Since then, Masabi and

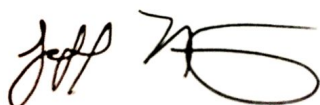
Transit have deployed the integration to nearly 20 agencies including Metro Transit in St. Louis; RTS in Rochester, NY; RTD in Denver; EZfare (14 agencies in Ohio and Kentucky) and more. Importantly, this integration offers both mobile ticketing for the first phases of this deployment, and can also expand to meet ECRTA's future phases to include stored value and account-based ticketing.

In summary, Masabi is the ideal choice for ECRTA for the following reasons:

- **Unparalleled Experience:** The Justride platform is trusted and delivered by a world-class team with expertise deploying mobile ticketing solutions to over 70 agencies across the world, including multiple electronic validation deployments such as the 600-validator deployment with Las Vegas RTC and over a thousand validators deployment with Calgary Transit.
- **Expand Beyond Mobile:** The Justride platform will meet Eagle County's need to expand beyond mobile ticketing, allowing ECRTA to introduce electronic validation, smartcards, cEMV (2021), POS distribution, printed barcode tickets and far more.
- **Frontend Integrations:** The Justride platform has been engineered to facilitate integrations with mobility applications through the Software Development Kit and this will enable ECRTA to sell tickets within one or more of Masabi's journey planning partners, industry leading applications such as the Transit app, Moovit, Kyyti, Uber, Lyft and more.
- **Industry-leading Back-Office:** Masabi's industry-leading back office management tool, the Hub, offers real-time data, extensive data analytics and unparalleled control of the mobile ticketing solution from a browser-accessible, user-friendly, intuitive interface.
- **Regional Program:** Masabi's Justride app can be configured to support a single agency or multiple agencies. If a multiple agency regional program is of interest to ECRTA, Masabi has extensive experience in successfully deploying regional programs such as the EZfare deployment which comprises 14 agencies in Ohio and Kentucky. EZfare has been widely considered a huge success.
- **Keeping Operators & Passengers Safe:** Due to unprecedented circumstances, agencies such as ECRTA are having to prioritize their efforts to keep passengers and employees safe during COVID-19. Masabi's fare collection technology, whether it is visually validated or electronically, is at the forefront of this effort to assist passengers with their social distancing efforts.

Masabi's team is passionate about delivering innovative solutions to public transit agencies and excited to do so for ECRTA.

Best Regards,



Jeff Nullmeyer
Sr. Business Development Manager, North American Market
jeff@masabi.com
949-973-3982

BACKGROUND AND EXPERIENCE

KEY COMPANY DATA

Size & Location

London	New York	Cluj	Remote Workers
37 Bevenden Street Hoxton London, N1 6BH	205 E 42nd St, Ste 14003 New York, New York 10017	UBC - United Business Center Riviera Strada Teodor Mihali, nr. 64 Cluj-Napoca 400591	Various locations, UK & USA
Number of Employees: 82	Number of Employees: 9	Number of Employees: 16	Number of Employees: 12
Total			119

Masabi History (Including Years in Business)

Masabi LLC is a 100% owned subsidiary of Masabi Group Ltd (founded as Blue Technologies Ltd in 2001 and re-named to Masabi Group Ltd in 2019). Masabi LLC was incorporated in 2012.

Masabi has been a pioneer in developing innovative software solutions for public transit fare payments since its foundation, launching its first mobile ticketing service with Chiltern Railways in 2007 and designing, implementing, and operating fare collection systems for transit agencies, agencies and their riders ever since.

Masabi's mass transit specific experience is informed by foundational experience at the cutting edge of mobile and financial payments applications development. For example, Masabi designed the open standards for barcode (AKA QR Code/Aztec Code) ticketing used by the UK's national rail network in 2008.

In 2012, Masabi launched the Justride platform to offer transit agencies mobile ticketing on a common Software-as-a-Service (SaaS) platform. The first deployment of Justride was for the Massachusetts Bay Transit Authority (MBTA), which was also the first mobile ticketing deployment in North America. The MBTA is still using Justride for their mobile ticketing and today over 70% of MBTA commuter rail tickets purchased are now bought via the MBTA Justride mobile ticketing platform.

Since then, Masabi has deployed the Justride platform to agencies all across the world including New York's MTA for the Metro-North Railroad and Long Island Rail Road, Los Angeles Metrolink, Las Vegas RTC, and Denver RTD. All of these deployments serve to reinforce that the platform is robust enough to serve the needs of .

Most recently, Masabi has been focused on extending the platform beyond mobile ticketing to enable transit agencies to serve innovative fare payment options to all riders in a modern transit landscape where agencies need to integrate across all modes as well. Masabi has extended the platform from its mobile ticketing foundation to be an account-based automatic fare collection (AFC) solution, where each rider has an account which can be associated with multiple tokens (such as smart cards, student IDs, and mobile tickets), and which can also hold stored value for cash digitization and automatic fare processing - where passengers do not have to pre-select their fares and instead can simply tap and ride. Rochester RTS in New York awarded Masabi its AFC replacement contract to utilize the platform

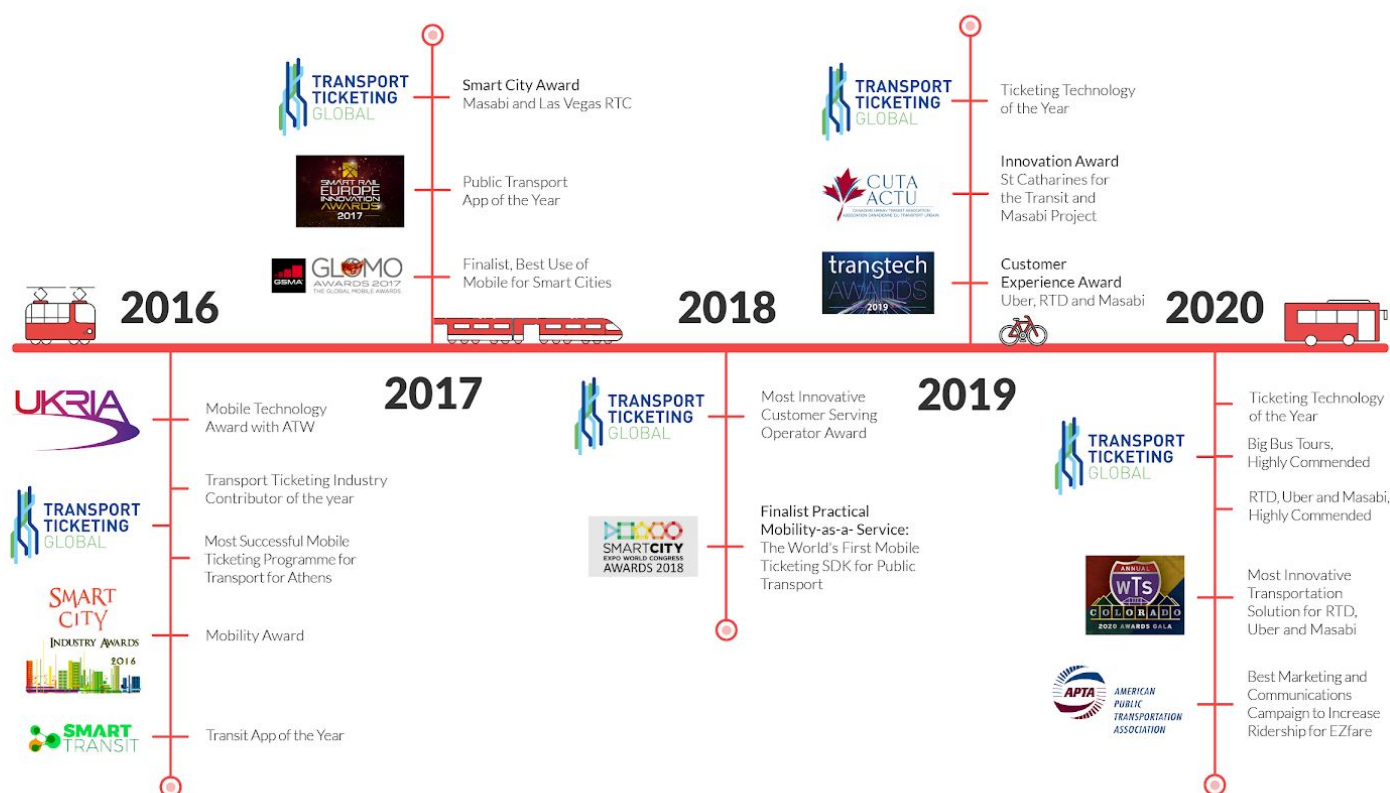
for this purpose where Masabi would be deploying mobile ticketing, smart cards, printed tickets, TVMs, electronic validators, stored value/cash digitization, and a partner portal, all as part of the platform.

Additionally, to meet the needs of agencies in the growing multi-modal transit ecosystem, Masabi has developed a Software Development Kit enabling third-party providers (like Transit App and Uber) to embed the Justride ticketing functionality within their applications. The first launch of an SDK enabled app was with Kisio Digital in February 2017, and since then it has been launched within the Transit App for St. Catharines Transit, Ontario, Canada and within Uber for RTD Denver in April 2019.

The Justride Fare Payments as a Service platform has been deployed successfully after customer acceptance for over 70 agencies worldwide.

Masabi's Industry Awards

Masabi has been consistently recognized for excellence and innovation across the globe with more than a dozen industry awards for its Justride platform in the last four years.



Deployment Experience

Masabi has deployed successfully the following fare payments solutions:

Agency/ Operator	Year	Description
MBTA, Boston, MA	2012	The Massachusetts Bay Transportation Authority is the United States 5th largest transit agency. The MBTA app was the first mobile ticketing deployment in the USA and accounts for over 1/3 of ticket sales where available. MBTA's mobile ticketing now has over 60% adoption
NICE Bus, NY	2014	The Nassau Inter County Express (NICE) Bus is the bus and paratransit system that operates just east of New York City on Long Island.
Thames Clippers, London, United Kingdom	2014	Thames Clippers is the leading River Bus service in London serving West-to-East from Putney to Woolwich. Thames Clippers looked to Masabi to reduce ticket queues at peak times and modernize their service.
MTA Metro-North Railroad and the Long Island Rail Road, NY	2016	New York's MTA is the largest agency in the USA. Metro- North and the Long Island Railroads are both the largest and second largest commuter railroads in the United States. MTA's mobile ticketing has over 30% adoption.
LA Metrolink, CA	2016	Metrolink is Southern California's commuter rail system. It consists of seven lines and 55 stations operating on more than 380 miles of rail.
RTC Las Vegas, NV	2016	The RTCNV is the transit authority and the transportation- planning agency for Southern Nevada. RTC originally deployed with visual validation and then they expanded their deployment to over 600 electronic validators across their entire fleet.
National Express Buses, United Kingdom	2016	Based in Birmingham with a fleet of over 1600 vehicles, National Express West Midlands (NEWM) operates bus services within three areas namely the West Midlands, Coventry and Dundee. NEWM is the largest bus operator in the respective area and one of the largest in the UK carrying over 1 million passengers every day. As well as bus services, NEWM also operates The Metro link between Wolverhampton and Birmingham. The roll out of mobile ticketing has been considered a success at NEWM, in particular with the student market, taking advantage of the high number of colleges and universities in the area and building strong partnerships.
Preston Bus, United Kingdom	2016	Preston Bus was founded in 1904 and now has a fleet of 120 vehicles. After being previously bought out by Stagecoach, Preston Bus was acquired by its now parent company, Rotala Plc, in January 2011. The joint aims of Preston Bus and Rotala Plc are growth in shareholder value, continuous improvement of operational capability and delivery of consistent customer service. Preston Bus delivers over 9 million passenger journeys a year.

HTM, The Hague, The Netherlands	2017	HTM Personenvervoer NV is a public transit company in the Netherlands operating trams, light rail and bus within The Hague. Masabi provides HTM with the Justride mobile ticketing solution for both bus and tram, as HTM now operates a cashless network across its bus routes.
Sonoma–Marin Area Rail Transit, CA	2017	Sonoma–Marin Area Rail Transit (SMART) is a new passenger rail service and bicycle-pedestrian pathway project in Sonoma and Marin counties of the U.S. state of California.
Bustang, CO	2017	Bustang is the Colorado Department of Transportation's (CDOT) interregional express bus service running along the I-25 and I-70 corridor. Since the roll out of Masabi's Justride platform, Bustang's mobile ticketing app now has an adoption of 66%.
Fire Island Ferries, NY	2017	Fire Island Ferries has been supplying safe, convenient and fast marine transportation services to Fire Island since 1948.
People Mover, AK	2017	People Mover is the public transportation agency that serves metropolitan Anchorage, Alaska. It is owned and operated by the Municipality of Anchorage.
Denver Regional Transportation District, CO	2017	Mobile Ticketing services with visual validation for public transit services in eight out of the twelve counties in the Denver-Aurora-Boulder Combined Statistical Area in Colorado.
Manly Fast Ferry, Australia	2017	Manly Fast Ferry is the original fast ferry operation between Manly and the Sydney city since 2009. The service is the exclusive provider of fast ferry services to Circular Quay. It also provides regular services to other quays across Darling Harbour, Mosman and Watsons Bay, as well as whale watching and sightseeing tours. The most frequently traveled route is Manly to Circular Quay and vice versa.
Ace Rail, CA	2018	The Altamont Corridor Express operates in San Joaquin Valley, Tri-Valley, and Silicon Valley, providing a commuter railway service on one line with 10 stations. They use the Justride Retail app to sell tickets and the Justride Inspect for inspectors to validate tickets.
Palmetto Breeze, SC	2018	Palmetto Breeze provides bus services across all five Lowcountry counties including Beaufort, Jasper, Allendale, Colleton and Hampton in South Carolina.
Suffolk County Transit, NY	2018	Suffolk County Transit is the provider of bus services in Suffolk County, New York on Long Island in the United States and is an agency of the Suffolk County government.
SW Transit, MN	2018	SouthWest Transit is the public transit agency for Chaska, Chanhassen and Eden Prairie, as well as Carver. They currently offer services to and from Downtown Minneapolis, University of Minnesota, Normandale Community College and Best Buy Headquarters.
Big Bus Tours	2018	Big Bus Tours is the largest operator of open-top sightseeing tours in the world, providing sightseeing tours in 20 cities across three continents. It was formed by the merger of two established sightseeing tour

		businesses: the Big Bus Company Ltd (based in London) and Les Cars Rouges (based in Paris).
Lurraldebus, Spain	2018	Spanish intercity public transport service with more than 250 buses operating in Gipuzkoa. Their app uses the Justride SDK to incorporate Masabi's market leading ticketing technology
National Express, Dundee, UK	2018	Xplore Dundee is a bus operator based in Dundee, Scotland operating services mainly within Dundee City.
St Catharines, Canada	2019	Mobile Ticketing SDK services within the already existing "Transit app". Users can plan their bus journey within St. Catharines, Ontario and purchase more than twelve fare types seamlessly in one application.
Westmoreland County, PA	2019	The Westmoreland County Transit Authority (WCTA) is a bus operator in Westmoreland County, Pennsylvania. They operate 18 routes along the urbanized corridor that makes up the western portion of the county.
Seaport Ferry, MA	2019	Seaport / North Station Ferry is a public-private partnership providing a commuter ferry service to seven companies in the Seaport area of Boston, Massachusetts.
Valley Regional Transit	2019	VRT, is a public agency which is the main provider of mass transit service in metropolitan Boise, Idaho.
Societatea de Transport Bucuresti (STB), Bucharest, Romania	2019	Societatea de Transport București (STB; English: Bucharest Transit Corporation), is the main public transit operator in Bucharest, Romania, owned by the Municipality of Bucharest. STB operates a complex network of buses, trolleybuses, light rail and trams. STB has an average of approximately 1,180,000 daily riders of which 540,000 with buses, 520,000 with light rail and trams, and 120,000 with trolleybuses
Transfort (Fort Collins, CO)	2019	Transfort is the public transportation operator for the metro area of Fort Collins, Colorado. Transfort currently offers twenty-two regular routes, with 20 providing all-day service Monday through Friday. Six-day intercity service is provided by the FLEX to Loveland, Berthoud, and Longmont. Additionally, five routes for transporting Colorado State University students, faculty, and staff run throughout the school year. The solution allows Colorado State University students to use their existing student ID card (RamCard) to tap to travel when boarding bus services. The system uses Masabi's Justride account-based back office and allows Transfort to turn on account-based fare for all riders when required.
GreenLine, Italy	2019	The Italian tour bus operator whose brands include EnjoyBus and the iconic GreenLine Tours, launched a new mobile ticketing application "Enjoy Bus Rome" for the Hop-on Hop-off sightseeing bus service in Rome.
West Japan Railway Company (through Jorudan)	2019	West Japan Railway Company provides rail transportation services including the shinkansen network (bullet train) in North Kyushu, Kinki, Chugoku, and Hokuriku including Kyoto and Osaka in Japan.

Calgary Transit, Canada	2020	Calgary Transit is the public transit service which is owned and operated by the city of Calgary, Alberta, Canada. In 2018, an estimated 105.3 million passengers boarded approximately 1,155 Calgary Transit vehicles.
Citrus Connection, Florida	2020	Citrus Connection is the public transit system of Lakeland, Florida, operated by the Lakeland Area Mass Transit District (LAMTD). The system operates a fleet of 33 buses on 14 routes in the Lakeland area, including service provided for Winter Haven Area Transit to the neighboring cities of Auburndale, Winter Haven and Bartow.
EZfare, OH	2020	Regional mobile ticketing project that allows riders to purchase and use tickets across 13+ agencies in the Ohio area. Tickets can be purchased on a smartphone or web portal using a computer browser. Currently, live with 3 agencies with plans to expand to 11 bus operators by the end of 2019.

SYSTEM DESCRIPTION

Project Objectives

Project Goal	Masabi Solution	Reference
Provide an Application Programming Interface (API) that would enable the to develop applications that could incorporate mobile fare options.	ECRTA, via Masabi's Justride SDK, will have the ability to purchase fares in the Transit app or other trip planning app and will also have access to the Clever Devices real time information.	See Mobility-as-a-Service (MaaS)
Increased Rider Convenience through a comprehensive Mobile Ticketing Application.	Using the Masabi SDK, Masabi is proposing both a fully integrated solution using the Transit App trip planner (or other partner's 3rd party application) to identify route selection and then go directly from that into the Masabi purchase flow, as well as a self-contained mobile application using Masabi's award-winning mobile ticketing platform. Introducing Masabi's mobile ticketing platform directly into the Trip Planner will provide a completely seamless user experience enabling a user to identify their best route to get from A-B, and then with the tap of a button purchase the right ticket to get them to their destination.	See White Label Justride Application
Improved provision of Real-Time Information to riders via a Mobile Ticketing Application.	By fully integrating fare purchase and stored-value accounts into Transit, Masabi will provide a proven, single-app solution for riders to access information and fare payment for Eagle County. With over 50 endorsements from transportation agencies as their official trip-planning app and a user base of millions of Americans, Transit is the leading mobile app for real-time public transit information in the United States.	See Mobility-as-a-Service (MaaS)
Significant Adoption of a Mobile Ticketing Application (>50 Percent of Total Boardings).	Masabi is confident about being able to achieve 50% adoption or greater, once electronic validation has been deployed with smart cards, mobile, etc. Masabi's Services Team will work directly with ECRTA in order to put together a strategy utilizing things such as passenger incentives, deployment phasing, retail network, 3rd party apps and targeted	See Electronic Validation with Justride Inspect

	marketing materials to achieve these numbers, which are quite realistic.	
Institute a robust and flexible platform to support Single and Multi-Agency Fare Transactions (ticket types, prices, validity and expiration)	Justride offers several options for bringing together ticketing across a region. An agency that is deployed on Masabi's Justride Platform can deploy within a single agency environment or it can choose to deploy in a multi agency environment as well. Masabi has significant experience having deployed the regional solution for 14 agencies in and around Ohio. These agencies are now going beyond mobile, deploying ABT across the region. They are also in the process of rolling out validation which will enable a regional smart card with intelligent multi-operator fare capping driven by the Justride back office. In a multi-agency environment, Masabi can support each unique tariff/fare policy, which means support for different entitlements/fare types, and unique pricing. The period of validity and expiration of the pass/ticket is configurable and can be set to each meet each agency's specific needs. within the environment.	See Justride Platform Overview
Support Existing pass products and single trip payments.	All products within the current ECRTA fare table will be fully supported on Masabi's flexible Justride platform by the proposed dates within the phases as presented. For single trip tickets Masabi would propose to configure these so that they can be purchased in advance, be held in the customer's ticket wallet waiting to be used for up to, say, 60 days, and activated only once. The activation would last for 90 minutes. Masabi assumes that during the activation period the ticket can be validly scanned multiple times, allowing transfer between services (or it can be restricted to a single scan, as you require).	See Proposed Approach – Phased Deployment
Support Future pass products and programs.	Masabi's Justride solution is highly configurable, providing ECRTA the ability to add future pass products or make changes to the fare policy. The fare table or tariff is held in Masabi's back office but can be uploaded or downloaded as a	See Phase 1 – Mobile Ticketing Electronic Validation (Route-based fare ruples, SVA, cash top-ups → vendor

	multi-tabbed Excel spreadsheet. New versions can be uploaded using the Justride Hub by appropriately authorized ECRTA staff. For agencies that are new to the Justride platform, or where the agency does not wish to manage its own tariff, Masabi's services team can provide help and assistance.	portal at agency locations, PDF printed tickets at agency windows)
Ensure Convenience and Ease of use for all riders.	Riders (of all fare types) will have a seamless transit experience whereby they no longer need to pre-purchase tickets for their travel. They will simply board, tap and ride. To this end, Justride supports the use of mobile phones or NFC smartcards as tokens, offering the same tap-to-ride experience as smart cards. A mobile user can download the app, deposit cash into their stored value account, and immediately begin riding using a secure barcode token held on their phone - without the need to visit any ECRTA office or retail store locations. In addition to mobile users and smartcard users, Masabi will also support the use of contactless credit cards (cEMV) for a tap and ride experience in 2021, bringing added convenience to another group of customers, those who have chosen not to download the app or purchased a smartcard.	See Mobility-as a Service (MaaS) , Accessibility , Account Based Ticketing - Pay as you Go (PAYG)
Make the Boarding Process Easier for bus operators and riders.	Whether it is visual validation or electronic validation, Masabi's Justride solution makes the boarding process faster, simpler and safer for passengers and bus operators alike. For visual validation, a bus operator will simply need to glance, from a safe distance, in order to ascertain that the ticket is genuine using Masabi's Tri-Color Bar Mechanism. For electronic validation, the passenger will present their fare media of choice to the Justride Validator which will communicate the results of the transaction through a distinguishable sound and a green screen which tells the passenger to board, minimal operator involvement is required aside from listening or watching to be sure that the	See Masabi Validators

	payment is accepted.	
Reduce Onboard Fare Processing Time to improve on-time performance.	<p>Masabi's validation solutions were designed for secure and rapid passenger use. An operator can quickly validate tickets of multiple people boarding at once reducing dwell times and without requiring agency staff to circulate daily words or images across their system. Because all active tickets have the same three colors displayed at any given point in time, an inspector can quickly look for a ticket that is an outlier (different colors from the valid tickets.) In addition, the colors pulse up and down visibly, and over the top of them, the app displays the current date and time, scrolling back and forth. These additional security measures ensure that users cannot use screen grabs or recording of the app for travel.</p> <p>However, Masabi's most secure implementation of any ticketing solution is with the use of electronic validation. When presented with a ticket, Masabi's Inspect software decrypts the payload and analyzes it against a set of rules to determine its validity. Every ticket scanned is recorded in a core Ticket Validation Database that is synchronized to every validation device in the network. This prevents fraudulent use or re-use of canceled, blocked and copied tickets. A tri-factor security combination of encryption, rules-based validation, and centrally synchronized use history prevents manipulation, copying or use outside of the validity period. Once scanned, the validation device rapidly provides feedback to the rider and agency staff to indicate the validity of the ticket and any additional authentication required for concession tickets. The Justride validator screen uses a clear traffic light system to convey this feedback to the rider and the operator.</p>	See Account Based Ticketing - Pay as you Go (PAYG)
Address the issue of Fare Validation and Verification of single and multi-pass tickets in	Whether a passenger is using a single ticket or a pass product, the process is one that will not compromise the riders experience. The passenger will present	See Masabi Validators

<p>an effective approach that does not compromise the rider's experience.</p>	<p>their fare media of choice to the Justride Validator which will rapidly determine the tickets validity. The JRV has clearly marked tactical areas which will guide users to the correct scanning zones on the device.</p>	
<p>Integrated Reporting of fare collected through existing GFI farebox and the new Mobile Ticketing device.</p>	<p>Justride's DataMart APIs allow near real-time extraction of all data within the platform using RESTful APIs returning either JSON or CSV files. This is used by many agencies, such as New York MTA and LA Metrolink, to integrate Justride data into external data warehouses to obtain a full cross-channel sales view. ECRTA would be able to use this functionality to consolidate data from both its Mobile Ticketing Solution (and future account based Pay as you Go system) with the data collected from its Fareboxes in an external BI tool. In addition, Masabi is in active discussions with partners, such as TransTrack, who provide products and services for transit data consolidation and who have the ability to extract and consolidate Genfare farebox data with AFC data.</p>	<p>See Data Extraction</p>
<p>Achieve Cost Efficiencies through the reduction of cash handling, number of forms of fare media, and operating cost.</p>	<p>Masabi is at the forefront of the Transit industry in its ability to offer a wide range of fare media options to agencies and their passengers. This includes mobile ticketing (visually or electronically validated), NFC smartcards, paper tokens, bluetooth LE and cEMV (2021). The purpose of having a variety of choices for fare media is in order to provide passengers with choices in order to ensure that all passengers have access. When combining these options with a retail network, such as InComm, the end result is a high adoption level which will reduce cash handling and in turn reduce operational costs for ECRTA.</p>	<p>See Electronic Validation with Justride Inspect</p>

Proposed Approach – Phased Deployment

Mobile First Approach

Masabi's SaaS platform is built to be flexible, extensible, and scalable. Utilizing a mobile first approach allows Masabi to offer rapid deployment to agencies for its core mobile ticketing functionality with additional features and capabilities being activated on a modular basis. A key advantage of this approach is that not only agencies can go live with mobile ticketing technology much faster than a custom-built solution. In addition, it allows agencies and its riders to become accustomed to the new system over time through incremental deployment phases. The scope of these phases is easily adjustable to meet 's needs.

Phase 0 – Accelerated Mobile Ticketing (visual, web portal) → 2020 Q4 (October/Nov)

In order to meet ECRTA's desire to launch a new solution as quickly as possible, Masabi proposes an accelerated first phase (which is entitled Phase 0) consisting of mobile ticketing with Masabi's industry-leading visual validation technology. This deployment would entail pre-purchase mobile ticketing in a -branded Justride Retail application and an optional integrated trip planning and ticketing sales channel through Transit App.

Masabi anticipates being able to deploy this within 60 days from notice to proceed.

Phase 1 – Mobile Ticketing Electronic Validation (Route-based fare rupees, SVA, cash top-ups → vendor portal at agency locations, PDF printed tickets at agency windows) → 2021 Q2

Following the successful deployment of Justride mobile ticketing, this new phase of the proposed deployment will involve the installation of Masabi's electronic validation equipment and the launch of additional sales channels. During this phase, Masabi would introduce electronic validation to increase the security of the mobile ticketing solution using Masabi's Justride Validator and advanced Inspect validation software. Masabi understands that ECRTA uses differentiated vehicles for Regular and Premium Routes, if that is indeed the case, CAD/AVL integration is not required in order to electronically validate tickets and passes automatically as the validators are simply configured for their respective route (the PAYG case is covered in detail in Phase 2). If vehicles are regularly switched between routes then electronic validation will be based on audible feedback to the driver on a scan event.

Within this phase, Masabi will also deploy stored value accounts that can be used as a funding source to buy pre-purchased mobile tickets. This feature is one approach for serving unbanked and underbanked passengers, and is an intermediate step to full account-based ticketing in Phase 2.

Simultaneously, Masabi will deploy additional sales channels to make tickets and passes available to passengers through multiple means. These features will not only provide new paths for riders to purchase fares, but also make fare products available to a broader array of passengers through programs explicitly designed to serve business and institutional partners and cash-dependent riders. These sales channels include:

- Web Portal - a website that allows users to purchase mobile tickets, and optionally, print-at-home PDF tickets
- Partner Portal - a web-based interface that allows business and institutional partners to manage mobile tickets for their members
- External Orders API - an API that allows the same functionality of the Partner Portal to be integrated into an existing website
- Vendor Portal - an additional module within the back office that allows passengers to pay in cash to purchase tickets or load stored value at ECRTA ticket windows

Finally, the introduction of electronic validation serves as a crucial necessary prerequisite to turn on account-based Pay-as-you-Go ticketing in Phase 2.

Phase 2 – Account Based Ticketing Pay as You Go (route & discount/entitlement based PAYG, AVL integration if current work is reusable, smartcards, retail network, paratransit) → 2021 Q3

Once Phase 1 is fully live and passes a user-testing pilot phase, ECRTA will be ready to launch its full account-based Pay-as-you-Go (PAYG) system. Upon boarding a bus, a passenger will simply present the account token of their choice (a mobile barcode or smart card) and the validator will automatically deduct the appropriate amount from the passenger's account held in the cloud-hosted Justride back office. Justride's intelligent fare engine applies fare capping to ensure that passengers are always charged the best fare. In addition, the following infrastructure will also be deployed in this phase:

- Justride ECRTA branded smart cards
- Optional Upgrade - InComm top-ups at retail outlets

During this phase Masabi will use an onboard integration with ECRTA's CAD/AVL system to validate differentiated fares on Regular and Premium Routes. For this integration, Masabi is proposing for ECRTA the following options:

1. Implement PAYG based on the bus' route without a CAD/AVL integration. This will incur no additional integration cost but is only possible if the Premium Route vehicles and regular route vehicles do not switch their route (i.e. vehicle on premium route is moved to service a regular route).
2. Implement PAYG based on the bus' route with a AVL route data, integrating with the Clever Devices CAD/AVL system. This will be subject to further discussions with Clever Devices and assumes that the Clever Devices units will be using the same API version (1.4), as previously integrated by Masabi.

Future Expansions and Additional Functionality

Finally, with account-based-ticketing fully live and operational, future upgrades will be available to further improve rider experience. These will include:

- Partner card management - additional functionality to allow business and institutional partners to directly administer all aspects of ordering, issuing, and managing Justride smart cards for their members
- Thermo-printed single tickets using Vendor Portal
- Contactless Bank cards using cEMV technology as open loop payment mechanism for ABT Pay as You Go, with best fare finding for riders.

A key advantage of Masabi's SaaS methodology is that as the platform continues to grow and expand, all Justride agencies benefit from the ongoing updates to the central platform. This approach ensures that ECRTA's fare collection system is able to scale and evolve overtime as technologies and needs change without having to incur the costs and disruptions associated with re-procurement. Masabi has detailed in its Additional Functionality section some of the upgrades that can be made available to ECRTA as future updates.

Functionality by Phase Table

As a summary of the presented phases above, a table is presented below for ECRTA's convenience including the functionality to be provided in each of the phases.

Functionality	Phase	Quarter
Rapidly deployed visually validate mobile ticketing	Zero	Q4 2020
Justride Hub (back office)	Zero	Q4 2020
Web Portal (sales channel)	Zero	Q4 2020
Integration Into 3rd Party Trip Planning Application (such as the Transit App)	Zero	Q4 2020
Mobile ticketing with Electronic Validation (Justride Validator)	One	Q2 2021
Paratransit Service	One	Q2 2021
Automatic Vehicle Location (AVL) Integration	One	Q2 2021
Partner Portal (sales channel) - <i>if option selected</i>	One	Q2 2021
Vendor Portal (sales channel) - <i>if option selected</i>	One	Q2 2021
Retail Networks for SVA top-ups (sales channel)	Two	Q4 2021
Paper Tickets, ability to print	Two	Q4 2021
Smart card as account token rollout	Two	Q4 2021

CORE SYSTEM

1. DESCRIBE THE OVERALL PROPOSED SOLUTION.

Masabi looks forward to partnering with ECRTA in order to deploy its multi-tenant Justride fare payments platform to offer the riders of Eagle County a more convenient and efficient way of getting from A to B. The solution, while being delivered in phases, is clear. Masabi, in addition to configuring its Justride White Label Application (WLA) for ECRTA, will also integrate with a (or potentially multiple) MaaS app, such as the Transit App. Masabi's MaaS partners (Transit, Moovit, Uber, Lyft, Kytty, etc.) are already on millions of people's phones. For many, these are applications that your passengers already rely and trust. Using Masabi's Justride SDK, ECRTA will be able to quickly, easily and cost-effectively integrate with Transit, for example, North America's most popular journey planning app which is already being used by thousands of residents and visitors across the state of Colorado every day to plan their journey, track their ride, make multimodal connections. The integration shouldn't require any custom development and no additional costs for the ECRTA. For the rider, purchasing ECRTA's passes via these market-leading MaaS apps costs the same as through existing options.

The validation device proposed by Masabi for this project is the Masabi built Justride Validator (JRV), which utilizes Masabi's Justride Inspect software. These units will be deployed across ECRTA's fleet and ensure the validity of tickets as well as supplying comprehensive journey data. The JRV is a pole-mountable multi-format validator capable of accepting QR or Aztec media presented on mobile devices and paper as well as smartcard media (ISO14443/MIFARE) with options that extend the support to contactless EMV payment cards. It possesses the necessary onboard storage, processing capability and connectivity options to support any scale of deployment and comes with various wired and wireless interfaces to allow for flexible connectivity to other onboard systems and the internet. The JRV also comes in variants which allow it to be affixed to a vehicle using either a vertical or horizontal pole.

As part of the scope for ECRTA, Masabi will provide its Vendor Portal and would as an option offer a Retail Distribution Network enabled by using InComm as a partner. Additionally, and in order to satisfy ECRTA's need for POS hardware, Masabi will offer its point of sales solution, the Vendor Portal.

Point of Sale Solution - Vendor Portal

Justride's Vendor Portal is a retail solution designed for smaller stores which have a web-capable computer available to run the user interface. It offers the ability for riders to deposit cash into their Justride SVAs for future use, or to pay cash to purchase mobile tickets in the store.

Participating retail stores are given login credentials created by ECRTA staff in the Hub, a web page URL and training documentation. A transaction is carried out as follows:

- Riders have a menu option within the app that displays a barcode and human readable ID number that they show to the retail staff in-store.
- Retail staff either scan the barcode or type the ID directly into the Vendor Portal to identify the account and show available options.
- Riders hand over an appropriate amount of cash, and retail staff use the Vendor Portal to push the requested credit and/or tickets into the rider's account.
- The rider receives an email receipt, and the new funds/tickets are available immediately within their app.
- At the end of the day the retail staff run a Cash Out report on Vendor Portal which informs them of what sales were made since the last Cash Out report was run.

The Vendor Portal is designed as a lightweight system, which assumes that the retailer has an existing mechanism for taking payments from the rider - it does not provide any cash drawer or card processing facilities, or direct interface into the retailer's systems. All sales data is collected inside the Justride Data Warehouse and a variety of cash reports are available to ensure that all income can be collected from retailers.

Vendor Portal sales flow

Below are the steps involved in selling mobile tickets through the Vendor Portal.



Hardware requirements

Mandatory

- Requires a device able to run a modern web browser such as a computer or tablet
 - Vendor Portal supports on a rolling basis the current and previous major two versions of Google Chrome, Firefox and Microsoft Edge.
- Internet access.

Recommended

- Barcode scanner - In order to reduce friction in the purchase experience it is recommended that a device be mounted for use by the rider to present a barcode identifying their account. A device such as a webcam would technically work however a specialized presentation barcode scanner would be ideal. These devices would need to be physically connected to a computer or tablet through which the Justride Vendor Portal is being accessed. It is worth considering the operational realities of the interaction between the rider and customer representative when identifying the account. For example, the feedback is given to the rider when presenting their barcode in order to communicate that the system has successfully scanned their barcode.

Printed Tickets

The Justride platform supports the fulfillment of digital tickets (scannable barcodes) on paper media and is able to generate barcodes designed specifically for this purpose. These static barcodes can be printed on whichever physical fare media (i.e. printed media) the agency wishes to support, making the paper tickets available for validation by an OBV or MIV. These static barcodes can be requested from the Justride platform via API (Justride Vendor Ticketing API) meaning ECRTA's existing or future vending channels that print tickets can be connected to the Justride backend to receive barcodes to print. Justride also supports 'self-print' or 'print-at-home' tickets that allow a Rider to purchase and print their own ticket.

2. DESCRIBE THE OVERALL CAPABILITIES OF THE SOLUTION.

Justride Platform Overview

The Justride platform delivers a low cost future-proofed automated fare collection (AFC) system capable of meeting all of the fare collection needs of a transit agency. It is built on an open architecture that makes use of cloud hosting and commercial off the shelf hardware, and offers APIs and Software Development Kits (SDKs) as flexible extension points. Justride integrates into the emerging Mobility-as-a-Service ecosystem and currently processes over 40 million ticket transactions annually, totalling over \$1B.



Justride's Software-as-a-Service (SaaS) model offers significant benefits over traditional design, build, operate and maintain projects which often see considerable cost overruns and cancellations or unsatisfactory deployments. Delivering fare collection in a SaaS manner keeps the platform up-to-date and secure, removes much of the management overhead from the transit agency, and future-proofs the system as the platform will continue to evolve with the industry and broader technology market - all of which can be demonstrated in operation in advance, and does not require a significant capital expenditure outlay to deploy.

Compliance Matrix

A matrix representing the compliance level of the proposed solution is included in this section for ECRTA's convenience:

#	Description	Compliance	Notes
1	1. PROJECT OBJECTIVES		
	ECRTA desires to acquire a mobile application that includes a mobile fare payment system that integrates with ECRTA's current farebox system.		
	Objectives for the Mobile Ticketing System:		
	<ul style="list-style-type: none"> ● Provide an Application Programming Interface (API) that would enable the ECRTA to develop applications that could incorporate mobile fare options. 	Alternative	Masabi would provide an iOS and Android SDK to achieve this goal. APIs are also available allowing ECRTA to also push mobile tickets to a rider's mobile mobile wallet (Provided by the SDK)
	<ul style="list-style-type: none"> ● Increased Rider Convenience through a comprehensive Mobile Ticketing Application. 	Full	
	<ul style="list-style-type: none"> ● Improved provision of Real-Time Information to riders via a Mobile Ticketing Application. 	Alternative	Masabi could provide this via a deep link in the retail application to the real-time information website. Alternatively, the Justride SDK can be embedded into an existing real time information application by a third party to enable riders to purchase fare products directly from that application.
	<ul style="list-style-type: none"> ● Significant Adoption of a Mobile Ticketing Application (>50 Percent of Total Boardings). 	Full	
	<ul style="list-style-type: none"> ● Institute a robust and flexible platform to support Single and Multi-Agency Fare Transactions (ticket types, prices, validity and expiration). 	Full	
	<ul style="list-style-type: none"> ● Support Existing pass products and single trip payments. 	Full	
	<ul style="list-style-type: none"> ● Support Future pass products and programs. 	Full	
	<ul style="list-style-type: none"> ● Ensure Convenience and Ease of use for all riders. 	Full	
	<ul style="list-style-type: none"> ● Make the Boarding Process Easier for bus operators and riders. 	Full	
	<ul style="list-style-type: none"> ● Reduce Onboard Fare Processing Time to improve on-time performance. 	Full	
	<ul style="list-style-type: none"> ● Address the issue of Fare Validation and Verification of single and multi-pass tickets in an effective approach that does not compromise the rider's experience. 	Full	

	<ul style="list-style-type: none"> ● Integrated Reporting of fare collected through existing GFI farebox and the new Mobile Ticketing device. 	Partial /Alternative	Masabi can provide its Data Mart APIs to allow data to be pulled from the mobile ticketing back office and consolidated with GFI data in a third party BI tool. Alternatively, Masabi can provide Genfare with an API to push farebox data into the Justride data warehouse provided this data is in the compatible format. Masabi is in active discussions with partners, such as TransTrack, who provide products and services for transit data consolidation and who have the ability to extract and consolidate Genfare farebox data with AFC data.
	<ul style="list-style-type: none"> ● Achieve Cost Efficiencies through the reduction of cash handling, number of forms of fare media, and operating cost. 	Full	
4	4.0 REQUESTED MOBILE FARE SYSTEM FEATURES / SPECIFICATIONS		
4.1	1. GENERAL SYSTEM REQUIREMENTS		
	1. The proposer shall provide a Mobile Ticketing System that consists of a Mobile Ticketing Application ('App'), a system administration website and all backend systems, services, and communications to support the functionality described as part of the requirements.	Full	
	2. The proposer shall manage the certification, release and maintenance of the Apps on each operating system's respective application store.	Full	
	3. The system shall have the ability to handle high volume of riders downloading or using the App at any given time. This would include special events. Proposer must specify if there are any limitations on simultaneous App access.	Full	
	4. The system and all user-facing components shall meet all current ADA guidelines for web and mobile accessibility, including built-in features on rider devices.	Full	
	5. The system shall allow offline usage of the App when devices are not connected to a network, including offline activation for tickets on the device.	Full	

	6. All payment processing and data storage for the system shall be Payment Card Industry Data Security Standard (PCI DSS) compliant.	Full	
	7. The proposer shall monitor the system for security threats and notify ECRTA immediately in the event of suspected breach of rider or agency data.	Full	
	8. The system shall support any new operating system (OS) version within five weeks of release.	Full	
	9. The system shall provide back-end metrics, performance monitoring and reporting tools.	Full	
	10. The system shall be able to store tickets on the cloud and on device to ensure validation in offline mode.	Full	
	11. The system shall allow account or payment information to be stored in a rider's account for future purchases.	Full	
	The electronic fare collection platform must be account-based and deployed as a Software-as-a-Service, cloud-hosted platform that grants ECRTA license to utilize the platform to deploy a turnkey mobile ticketing solution that can expand to serve all ticket sales options across all rider types.	Full	
	The proposer shall expect to manage the system and shall make updates to that system available to ECRTA on a regular basis. The system must be capable of handling both visual and electronic scanning verification methodologies.	Full	
	The solution shall be extendable to other token types including, but not limited to: ISO 14443 smartcards, paper barcodes, and extensible to open payments using contactless c-EMV credit cards. The solution shall also facilitate integrations with mobility services companies. The platform shall guarantee 99.9% uptime and shall be a multi-tenanted platform deployed according to ECRTA's brand guidelines and enabling ECRTA to autonomously manage the platform and direct engagement with their riders.	Full	
4.2	2. REGIONAL SYSTEM INTEGRATION REQUIREMENTS		

	In the next 12 months, ECRTA will be part of the deployment of an application called Transit Hub. Transit Hub is an app that enables riders to build trips through all transit systems in Eagle County. It is a one stop technology tool to find transportation connections with local providers such as ECO Transit, Avon Transit, Vail Transit, and Beaver Creek Transit, as well as the Colorado Department of Transportation's regional bus service (Bustang) and ride sharing (Uber and Lyft) and bike sharing (Zagster) options. Transit Hub is meant to bridge schedule gaps between all transit agencies while providing the rider with the appropriate details needed to reach their destination. Transit Hub will utilize Google Transit to build trips with the ability to sort by cheapest trips, quickest trips, and the least amount of transfers.		
	ECRTA envision that the App procured via this RFP will be able to integrate with the Transit Hub app. While not a primary system function of this RFP, ECRTA encourages proposers to consider and detail how the proposed system could be used to integrate information and access through the Transit Hub app deployment.	Full	Masabi proposes its Justride SDK to be integrated within Transit Hub to allow ECRTA tickets to be sold and displayed.
4.3	3. MOBILE FARE PAYMENT SYSTEM DESIGN OVERVIEW		
	1. The solution shall be cloud-hosted, account-based, and deployable as a Software-as-a-Service platform.	Full	
	2. It shall be flexible and easily scalable for growth as more riders download the App, as well as for additions of new fare products, group, or individual rider types and profiles.	Full	
	3. All Graphic User Interfaces, fare media, and public communications within or concerning the system shall meet the ECRTA brand guidelines.	Full	
	4. Ability to link with local bike share and transportation network companies such as Uber and Lyft.	Full	This functionality is available either through deep linking or through one of Masabi's third party Justride SDK integrations. Masabi has a number of existing integrations which are identified in its proposal.
4.4	4. MOBILE TICKETING & FARE COLLECTION SYSTEM FEATURES		
4.4.1	Mobile Ticketing Application (App)		

	1. The App shall be available for Android and iOS. It should support at least the last two major versions of those operating systems.	Full	
	2. The App shall be branded in line with a style guide provided by ECRTA at the time of award.	Full	
	3. For the duration of the contract, the App shall always be fully functional on the latest version of the OS of supported platforms as new OS versions are released. If an update is required to make the App fully functional on a new version of a supported OS, the update shall be available to riders on the day of the OS launch; the developer will notify ECRTA of updates so it can inform users.	Full	
	4. The App shall be downloadable for free.	Full	
	5. The App shall be downloadable from the official app store of the supported platforms.	Full	
	6. The app will be made available without using ECRTA resources or servers and maintaining updates for the duration of the contract.	Full	
	7. It shall be possible for the App to link to online content outside of the app.	Full	
	8. The App shall meet the ADA accessibility standards.	Full	
	9. The App shall meet PCI DSS.	Full	
4.4.2	Account Registration and Login		
	1. A rider shall be able to purchase a single-use ticket without requiring account registration.	Full	
	2. A rider shall be able to register for an individual ECRTA mobile ticketing account in the App or online.	Full	
	3. The account registration process shall capture the rider's email address.	Full	
	4. There shall be a mechanism for amending the terms and conditions and privacy policy as needed.	Full	
	5. Riders shall be able to change their password from the App or online.	Full	
	6. Riders shall be able to reset their forgotten password from the App or online.	Full	
	7. The App shall allow riders to login using native authentication services on supported iOS devices.	Partial	The Justride iOS app allows for a user to set up iOS' Touch ID to login to their Justride registered account in scenarios of inactivity. The Justride app however does not support registration using Touch ID and if a rider explicitly logs out then the Touch ID session is removed

			and the Rider will need to manually log in again.
4.4.3	Tickets		
	1. The solution shall support all types of fare passes as identified in the previous section.	Full	
	2. Riders shall be able to view the full range of ECRTA tickets available to purchase in the App.	Full	
	3. It shall be possible for tickets to be grouped and categorized by route and fare type so that riders select a category in order to view the range of tickets available under that category.	Full	
	4. A short cut shall be provided in the App for the origin and destination stations of recent purchases to aid a rider in the purchase flow.	Full	
	5. For each ticket the rider shall see the following information:		
	<input type="radio"/> Ticket Name	Full	
	<input type="radio"/> Price	Full	
	<input type="radio"/> Description	Full	
	6. Tickets shall have an expiration period after which the ticket (be it unused or active at the time) expires. This shall be configurable.	Full	
	7. It shall not be possible to activate a ticket outside its validity period.	Full	
	8. Return tickets shall be stored in the wallet as two, linked, single tickets requiring activation by the rider prior to each leg of the journey.	Full	
	9. It shall be possible to configure products that are restricted so they are not available for general sale.	Full	
	10. It shall be possible to configure the visual elements of each ticket so that different fares can display different visual elements.	Full	
4.4.4	Ticket Purchase Process		
	1. Riders shall be able to purchase the available tickets from within the App.	Full	
	2. There is no minimum number or value of tickets a rider must purchase.	Full	
	3. It shall be possible to set the maximum number of tickets that a rider can purchase in a single transaction for a given ticket type.	Full	
	4. It shall be possible to set the maximum number of tickets that a rider can purchase and hold for a given ticket type within a set period of time.	Full	
	5. Riders shall be able to purchase multiple tickets in a single transaction.	Full	

	6. Riders shall be able to pay using all major credit, debit cards, connected bank accounts, as well as digital wallets and services such as PayPal.	Alternative	Riders shall be able to pay using all major credit, debit cards, as well as digital wallets, but not PayPal or bank accounts.
	7. Riders shall have the option to save their payment details securely for one or more payment methods.	Full	
	8. Riders shall be able to delete their saved payment details.	Full	
	9. A ticket purchased in the App shall be immediately available in the App's ticket wallet.	Full	
	10. Riders shall receive an email receipt of their purchase.	Full	
4.4.5	Stored Value Accounts		
	1. The proposer shall expect to be able to deploy stored value accounts (SVA).	Full	
	2. The SVA shall be used for the following use case:	-	
	<input type="radio"/> Stored value as a funding source (to buy mobile tickets)	Full	
	<input type="radio"/> Stored value for tap to ride	Full	
	3. The rider shall be able to add stored value to their account through the App or web portal.	Full	
	4. ECRTA shall have the ability to accept cash and add that value to a rider's account.	Full	
	5. All added/topped up value shall be available for immediate use.	Full	
	6. Stored value shall be accepted by electronic validation options within this described mobile ticketing solution.	Full	
	7. Stored value shall be accepted by tapping a mobile barcode or smartcards on the electronic validation units.	Full	
	8. The SVA tap to ride solution shall automatically reduce the appropriate fare from the riders SVA, applying the best fare finding or fare capping logic.	Partial	As standard, this functionality is available on flat fare tariff types. A Tap to Ride solution where the amount to be reduced varies by route will be available in Q3 2021.
4.4.6	Ticket Wallet		
	1. Riders shall be able to view their history of used tickets.	Full	
	2. Riders shall be able to view tickets which have not yet been activated and have not expired.	Full	
	3. Riders shall be able to view tickets which they have activated and are currently active.	Full	

	4. Riders shall be able to view tickets that have recently expired.	Full	
	5. Device connectivity (either through Wi-Fi or a data plan) shall not be required to view purchased tickets of any status.	Full	
4.4.7	Ticket Activation		
	1. Riders shall be able to activate unused tickets stored in their ticket wallet.	Full	
	2. Riders shall be able to activate multiple tickets at one time from one device.	Full	
	3. Tickets must be able to be activated while offline (no Wi-Fi or cellular connectivity).	Full	
	4. The date and time of the activation shall be recorded.	Full	
	5. The App shall provide a means to make it clearly visible to ECRTA employees when a ticket has been recently activated.	Full	
	6. The active ticket shall provide a 2D/QR barcode that can be scanned by ECRTA employees to establish ticket validity.	Full	
	7. The active ticket shall display:		
	<input type="radio"/> Ticket type.	Full	
	<input type="radio"/> Origin and Destination points if applicable.	Full	
	<input type="radio"/> Expiration date and time and/or a countdown to the ticket expiration.	Full	
	8. The active ticket view shall include security measures which minimize the possibility of fraudulent use such as screenshotting, copying, replicating via an app or sharing of a ticket.	Full	
4.4.8	User-Experience Capabilities		
	1. Ability to use tickets for multiple riders from one device.	Full	
	2. Ability to use more than one payment mechanism for checkout as a split purchase feature.	Full	
	3. Ability to purchase tickets from website and have those tickets appear on the rider App.	Full	
	4. Ability to access order history from the App and online.	Partial	Order history is available via the Justride web portal. The App provides access to the last 30 historical (used/expired) tickets the Rider purchased. Email receipts are also sent as a record of order history.
	5. Ability to change password for App log-in directly from the App and from website.	Full	
4.4.9	Ticket Validation		

	1. The proposer shall expect to supply a ticket validation solution for both visual and electronic validation, whichever ECRTA wishes to deploy.	Full	
	2. The ticket validation solution will provide a means of preventing pass type tickets from being reused within a defined period of time.	Full	
	3. The ticket validation solution includes measures to prevent fraudulent use.	Full	
	4. The ticket validation solution will validate tickets to prevent the re-use of used, cancelled, or refunded tickets anywhere within the system.	Full	
4.4.10	Visual Validation		
	1. The proposed solution shall not require ECRTA to distribute information to bus operators.	Full	
	2. The proposed visual validation solution shall consist of the following features:		
	o Dynamic component to the active ticket.	Full	
	o Dynamic barcode built into the ticket.	Full	
	o Ticket must be able to be activated offline.	Full	
	o Security to protect against screen sharing or recording of the screen.	Full	
	o Complete branding and customization down to the ticket type (to match ECRTA's branding).	Full	
	o The ability to have a digital representation of the paper ticket on the active mobile ticket.	Full	
	o Visual elements of the ticket must be configurable at the fare level so that different fares can display differences.	Full	
4.4.11	Electronic Validation		
	1. Electronic validation units shall be multi-format capable of reading 2D barcodes, Bluetooth LE, NFC, and contactless-EMV.	Full	
	2. The electronic validation solution will record the details of tickets scanned, the validation results, the date and time of the scan event and potentially the ECRTA employee that conducted the scan.	Full	
	3. The electronic validation solution will record the GPS location of scan events.	Full	
	4. The electronic validation solution will record the service and/or vehicle where the ticket was scanned.	Full	This functionality is available if an AVL integration is deployed. This will be included as a priced option in Masabi's proposal.

	5. The electronic validation solution will provide clear visual and audible indicators to ECRTA employees for the scan result. This should include alerting ECRTA employees of the pass type being used audibly to determine if the correct fare type is being used without viewing the phone.	Full	
	6. The electronic validation solution will be provided by way of mobile application available for Android and iOS operating systems.	Full	
	7. Tickets can be scanned and validated by the electronic validation solution without a live data connection (offline). If using an internet connection, tickets can be scanned and validated using ECRTA's onboard internet connection from AT&T cellular service.	Full	This is available provided an ethernet connection is available to the existing onboard communications. As a future option, the proposed validator is capable of operating on its own cellular data connection using a sim card or over an on board wifi network.
	8. The electronic validation solution handheld device supports the validation of both mobile and paper barcode tickets.	Full	
	9. The on-board electronic validation unit shall be able to integrate with the existing CAD/AVL system onboard the vehicle described in Section 3 of this RFP.	Full	As detailed in the <i>Proposed Approach</i> section earlier in this document this integration would only be necessary if vehicles move between the Premium and Regular route. If an integration is required then Masabi assumes it can leverage its existing integration with Clever Devices based on version 1.4 of their API.
	10. The electronic validation solution shall be stand-alone from the farebox but must integrate with ECRTA's existing ITS system.	Full	
	11. The electronic validation software shall be highly secure, ensuring that validation logic is processed by the validator and not the mobile device.	Full	
4.5	5. BACK-OFFICE CAPABILITIES		
	Back-office capabilities will be browser accessible and will be role-based so that individual user access can be controlled based on the role they are assigned. Back-office will require secure login to access.	Full	
4.5.1	Rider Support		
	1. Back-office shall enable ECRTA to handle rider customer service directly.	Full	

2. Rider shall be able to find ECRTA's rider support contact details in the app.	Full	
3. Access by authorized ECRTA employees to the rider support solution shall be secure and include user authentication.	Full	
4. The rider support solution shall be fully compatible with a mainstream modern web browser such as Google Chrome.	Full	
5. Authorized ECRTA employees shall be able to view the tickets which are currently available to riders to purchase.	Full	
6. Authorized ECRTA employees shall be able to view the rider's account details:	-	
○ Email address	Full	
○ Device details	Full	
○ Relevant funding source attached to the account	Full	
7. Authorized ECRTA employee shall be able to view:	-	
○ The rider's ticket purchase history including the current status of the ticket (inactive/activated/expired)	Full	
○ When the ticket was purchased	Full	
○ When the ticket was activated	Full	
8. Authorized ECRTA employees shall be able to block or unblock a rider's account.	Full	
9. Authorized ECRTA employees shall be able to change rider type to permit access to restricted tickets.	Full	
10. Authorized ECRTA employees shall be able to deactivate and reactivate a rider's account.	Full	
11. Authorized ECRTA employees shall be able to issue full or partial refunds.	Full	
12. Authorized ECRTA employees shall be able to cancel unused tickets from a rider's wallet.	Full	
13. Authorized ECRTA employees shall be able to issue a new ticket to a rider's wallet without taking payment.	Full	
14. Authorized ECRTA employees shall be able to record and view notes on a rider's account.	Full	
15. It shall be possible to have multiple authorized ECRTA employee user roles with different levels of permissions added to the rider support functions.	Full	
16. An ECRTA admin user role shall be able to:		
○ Create new users	Full	
○ Assign user roles	Full	

	<input type="radio"/> Delete users	Full	
	17. Each rider record shall contain an audit trail of all transactions processed, tickets used, and scans validated.	Full	
4.5.2	Tickets and Fare Administration		
	1. Access by authorized ECRTA employees to the ticket administration configuration shall be secure, including user authentication.	Full	
	2. The ticket administration solution shall be fully compatible with a mainstream modern web browser such as Google Chrome.	Full	
	3. Authorized ECRTA employees shall be able to create new ticket types.	Full	
	4. Authorized ECRTA employees shall be able to set and alter ticket pricing.	Full	
	5. New tickets, unless otherwise specified, shall be available to all riders to buy immediately after being created.	Full	
	6. Authorized ECRTA employees shall be able to remove tickets from availability to be purchased.	Full	
	7. ECRTA shall have the ability to issue tickets and or entitlements (changes to rider types) in bulk.	Full	
	8. The back office shall allow for ECRTA to grant access to 3rd party corporations to issue ECRTA tickets.	Full	
4.5.3	Finance and Monitoring		
	1. Authorized ECRTA employees shall be able to generate reports on ticket sales, usage, and their associated revenue for variable date ranges.	Full	
	2. Reports shall be in (or exportable to) a CSV format.	Full	
	3. APIs must be available to enable ECRTA to export all relevant data in real-time or near real-time to central back office systems.	Full	
	4. All data must be stored in an open data warehouse.	Full	
	5. ECRTA shall own all of the data that comes through the proposed platform.	Full	
4.5.4	Asset Monitoring		
	1. Authorized ECRTA employees shall be able to monitor all validator devices deployed throughout the system.	Full	
	2. Back-office shall display the health of all validation devices, including:	-	
	<input type="radio"/> Online / offline status	Full	
	<input type="radio"/> Diagnosis of relevant issues	Full	
	<input type="radio"/> Software app version	Full	

	<input type="radio"/> Memory	Full	
	<input type="radio"/> Vehicle ID	Full	
	<input type="radio"/> Scan history	Full	
4.6	6. MAINTENANCE AND SUPPORT		
	1. The proposer shall expect to provide support, maintenance and optimization for future OS releases.	Full	
	2. The App shall always be fully functional on the latest version of the OS of supported platforms as new OS versions are released.	Full	
	3. The proposer shall be responsible for releasing updates through the relevant app stores.	Full	
	4. Any planned preventative maintenance of the solution shall be scheduled in advance with ECRTA.	Full	
4.7	7. SECURITY		
	The entire solution (including the App, interfaces, business operations, hardware, applications, and physical security) shall be and remain compliant with the latest version of the PCI DSS.	Full	
	Service Management Process		
	1. The awarded proposer shall provide an account manager who shall be ECRTA's main contact.	Full	
	2. The proposer shall expect to provide on-going support directly to ECRTA.	Full	
	3. In the event of a disaster, "normal service" should be resumed within a period not greater than 12 hours.	Full	
	4. The proposer shall expect to record and report on performance against the agreed services levels on a determined basis by ECRTA.	Full	
4.8	8. SYSTEM HOSTING		
	The proposer shall expect to host the solution within a suitable secure data center located within the United States that will provide the resilience to ensure they meet the required service levels and availability detailed in this section.	Full	
	1. System Availability:	-	
	a. The solution shall be operational 24 hours a day, seven days a week.	Full	
	b. All supplier provided system components shall have an agreed minimum overall availability of 99%.	Full	

	2. When any aspect of the solution is unavailable and preventing rider functionality, a clear and relevant error message shall be displayed to the rider.	Full	
	3. ECRTA should be notified of system wide outages and other problems affecting the functionality of the App so ECRTA can also inform riders.	Full	
4.9	9. MARKETING		
	The proposer shall provide ECRTA with design and templates for the following marketing collateral. The marketing collateral does not include any printing or production costs.	Full	
	a. Posters	Full	
	b. Digital ads including but not limited to social media	Full	
	c. Printed ads	Full	
	d. Inserts	Full	
	e. Cards	Full	
	f. Bus Cards	Full	
	g. Brochures	Full	
	h. Marketing materials for the launch day	Full	
4.10	10. PROJECT MANAGEMENT		
	1. The proposer will be responsible for developing and maintaining a detailed project plan and associated detailed schedule demonstrating the project will be fully delivered within the timeframes specified by ECRTA at the time of award and contract.	Full	
	○ The schedule should show the interdependencies between deliverables, activities, milestones and resources.	Full	
	2. The proposer will hold regular project progress meetings with ECRTA at a frequency, format, and location to be agreed upon by ECRTA.	Full	
	3. The proposer will provide ECRTA with a release management process that shall be used to ensure that all releases to the hardware or software environment, both during testing and after implementation, are being correctly controlled by both the proposer and its partners	Full	
4.11	11. TRAINING		
	1. The proposer will provide adequate experienced training resources to support the ECRTA in producing employee training materials.	Full	
4.12	12. ADDITIONAL SALES FUNCTIONALITY Mobility-as-a-Service (MAAS) Applications		

	1. The proposer will have the ability to offer a solution for both iOS and Android operating systems that would allow ECRTA mobile ticketing services to be embedded within select third-party applications.	Full	
4.12.1	Rider Customer Web Portal		
	1. The proposer will supply an ECRTA branded rider web portal accessible to ECRTA riders available through all modern desktop and mobile web browsers.	Full	
	2. Rider Customer Web Portal shall enable riders to:		
	<input type="radio"/> Create/register for an account.	Full	
	<input type="radio"/> Purchase tickets to:	Full	
	<input checked="" type="checkbox"/> Print at home	Full	
	<input checked="" type="checkbox"/> Push to mobile device	Full	
	<input type="radio"/> Manage smartcards.	Full	
	3. Riders shall have the ability to purchase tickets with credit, debit, and pre-tax benefit cards.	Full	
	4. Riders shall have the ability to review past transactions and ticket usage.	Full	
	5. Riders shall have the ability to remove/add funding sources.	Full	
	6. Riders shall have the ability to request receipt resend.	Full	
	7. Riders shall have the ability to load/top up stored value to an account.	Full	
4.12.2	Point of Sale		
	1. The proposer will provide a solution to give ECRTA the ability to use the platform in an ECRTA ticket counter as a browser accessible portal.	Full	
	2. ECRTA shall have the following functionality:		
	a. Control secure access to the portal.	Full	
	b. Accept all payment methods: cash, credit, debit, and pre-tax benefit cards.	Alternative	Using the proposed browser accessible portal, the agency can accept payments using their existing infrastructure and record which payment method was used via the portal for reporting purposes.
	c. Print paper tickets.	Alternative	The Justride Vendor Ticketing API provides an endpoint for devices and systems to request one or more one-time use barcodes that can be printed onto paper-based media. Each issued barcode is recorded in the Justride platform

			including to which Vendor or channel the barcode was provided to. In addition, the Justride Vendor Ticketing API provides a means of generating single-use barcodes with long life validity periods in a batch that can be distributed to authorized vendors or even allow the vendors to request barcodes directly. Justride provides the means for ECRTA to control access to the APIs per Vending partner and track against each ticket issued to the vendor and sale channels.
	d. Distribute smartcards that are associated to a rider's account.	Full	Available H1 2021
	e. Add value for SVA.	Full	Available H1 2021
4.12.3	Post Retail Distribution		
	1. A static ticket retailing solution will be provided to allow ECRTA ticket counter employees to sell paper barcode tickets.	Alternative	Justride provides a set of APIs to facilitate the sale of fare products from Point of Sales including printed barcode tickets.
	2. The static ticket retailing solution will include a web or API based interface to facilitate ECRTA ticket window employees selling paper barcode tickets.	Full	A set of APIs is available for facilitating paper barcode tickets being sold at a ticket window.
	3. The static ticket window retailing solution will include support for a printer for outputting paper barcode tickets.	No comply	Justride offers APIs at this time that can be used to generate barcode tickets.
	4. Paper barcode tickets issued and printed by the static ticket retailing solution are securely generated, immediately usable, and scannable by the same validation solution as mobile tickets.	Full	
	5. The web-based retailing interface should be compatible with a mainstream modern web browser such as Google Chrome or API based.	Full	
	6. Access to the ticket retail interface support solution shall be secure, with https transport security and user authentication permitting only authorized ECRTA employees or authorized 3rd party sales agents.	Full	
	7. Tickets sold through the static ticket window retailing solution will be tracked against the retailing employee.	Full	

	8. APIs must be available to allow 3rd party retail networks and outlets to sell and print ECRTA secure barcode tickets.	Full	
	9. The ticket APIs will return a barcode that can be printed on paper stock by 3rd party retail networks/outlets.	Full	
	10. Tickets sold via the APIs will be tracked against the 3rd party retailer:		
	a. Retail Network identifier	Full	
	b. Retail Organization Identifier	Full	
	c. Terminal Identifier	Full	
	d. Merchant identifier	Full	

3. DESCRIBE THE RIDER EXPERIENCE FOR DIFFERENT PHASES OF A BUS RIDE WHICH INCLUDE TRIP PLANNING, BOOKING, PAYMENT VALIDATION, TRIP UPDATES AND POST-TRIP SURVEY

Trip Phase	Rider Experience
Trip Planning	The customer pulls out their phone and taps Transit's Instant Trip Planner button, which knows their regular destination based on time of day and the user's saved Favorite Locations. The first suggested trip combines two Eagle County bus routes. The customer taps the first suggestion and taps "GO" to receive intelligent trip instructions. Based on the arrival prediction of the vehicle and the walking distance to the nearest stop, it tells her to leave in 3 minutes.
Booking	The customer remembers they need to top-up their stored value for Eagle County, so they add \$20 to their Transit account. Transit GO sends a second Push notification telling them to depart.
Payment Validation	Thanks to vehicle-location and arrival-prediction information, the customer only needs to wait a minute at the bus stop before boarding and scanning their phone's validation QR code in Transit, which automatically deducts a one-ride charge from the customer's account.
Trip Updates	While on the bus, the customer receives another GO Push notification when they are one stop away from the transfer point. At the transfer point, they scan their phone again to deduct a residual fare to pay for a ride on a Premium bus route. If the customer were to ride a third route later in the day, they will be charged no more than a 1-day unlimited pass for Premium bus routes.
Post-Trip Survey	The customer has enrolled in the Customer Feedback program, and so taps a link in Transit's Settings page to rate their day's journey.

4. DESCRIBE PROPOSED SYSTEM ARCHITECTURE

Justride delivers Fare Payments as a Service - a fully featured AFC platform delivering as much or as little functionality as is required to many transit agencies from secure and scalable shared cloud hosting. Masabi handles day-to-day operational IT concerns, such as ensuring the platform can sustain peak load, resist cyber attacks and conform to data privacy laws, and provides comprehensive training and support.

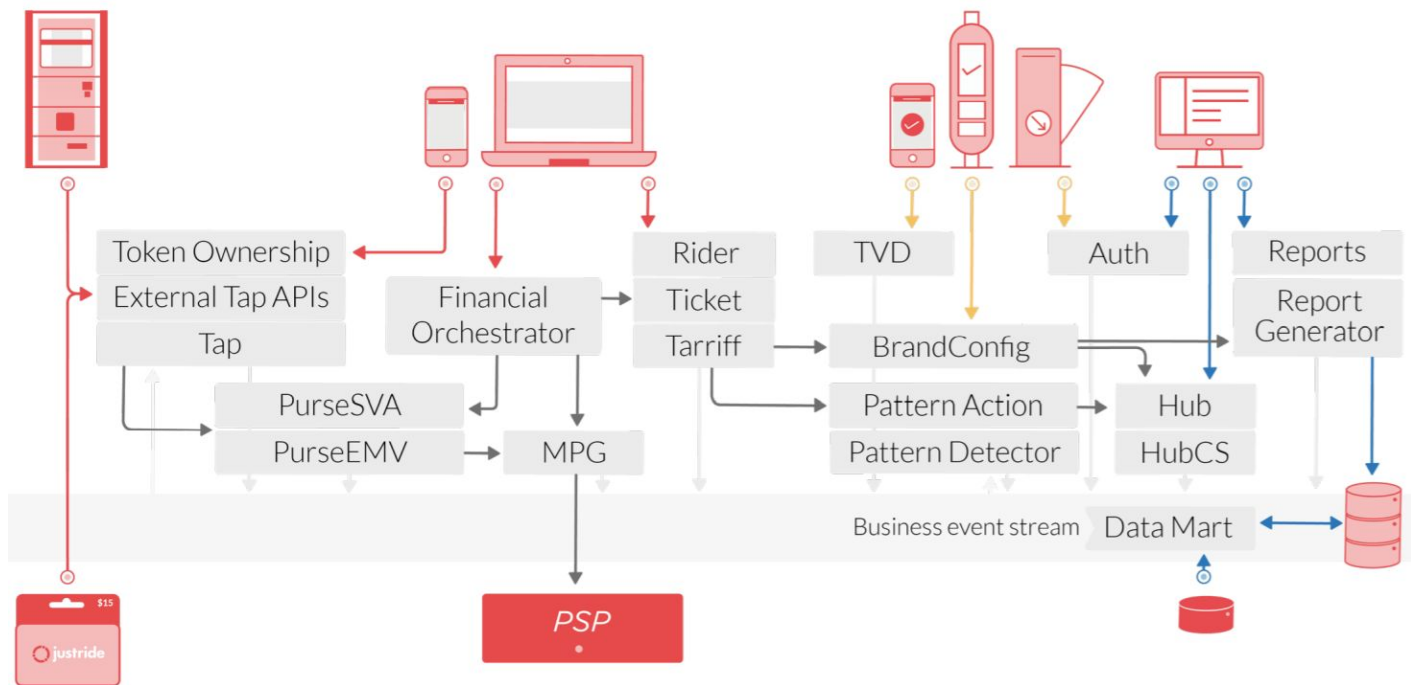
Masabi has, through its approach, helped to revolutionize the industry, bringing its solution to agencies of all sizes, quickly and cost effectively. Masabi was at the forefront of providing powerful configurable solutions to agencies on a pay as you go (subscription) basis.

Here are just some of the benefits associated with Fare Payments-as-a-Service:

- **Multi-Tenant Fare Payments Platform:** Each agency uses the same platform configured in different ways for their needs. This makes it far more cost-effective (costs are amortized across all customers), as well as being quick to deploy and constantly being updated (one update and everyone using the platform benefits). The key thing here is that the platform is multi-tenant.

- **Constant Updates:** With a fare payments platform new updates are delivered regularly, meaning all agencies on the platform get shiny new functionality enabling them to keep up with the pace of technology change.
- **Mobility-as-a-Service Enabled:** Fare payments platforms help enable Mobility-as-a-Service (MaaS) for public transit through SDKs and APIs linking tickets, fares and payments with other best-of-breed MaaS services. Agencies can also deploy Account-Based MaaS via Account-Based fare payments capabilities. This enables passengers to use a stored value account to tap across multiple operators, with passengers being charged 'best fare' post their journey.
- **Open Integrations:** An open API architecture means fare payment platforms can link to existing (or new) systems and connect with other best-of-breed services. This helps make deploying fare payment platforms easier and allows the platform to connect with existing or new services, as required.
- **Account-Based Ticketing Experiences:** FPaaS platforms deliver tickets to riders but they should also enable the latest innovations for agencies by enabling account-based ticketing using a mobile phones, smartcards (NFC) or contactless bank cards (cEMV) – meaning riders no longer need to buy a ticket or understand fares to travel. The ultimate convenient passenger experience.
- **Future-Proof Roadmap:** With a roadmap of new features and capabilities, a platform approach takes the complexity out of fare payments and allows experts to guide agencies on their ticketing journey, allowing them to concentrate on what they do best, providing safe, reliable and convenient journeys for riders.

The Justride platform makes use of a service-oriented architecture to deliver high performance, high resilience flexible ticketing service – shown at a high-level below:



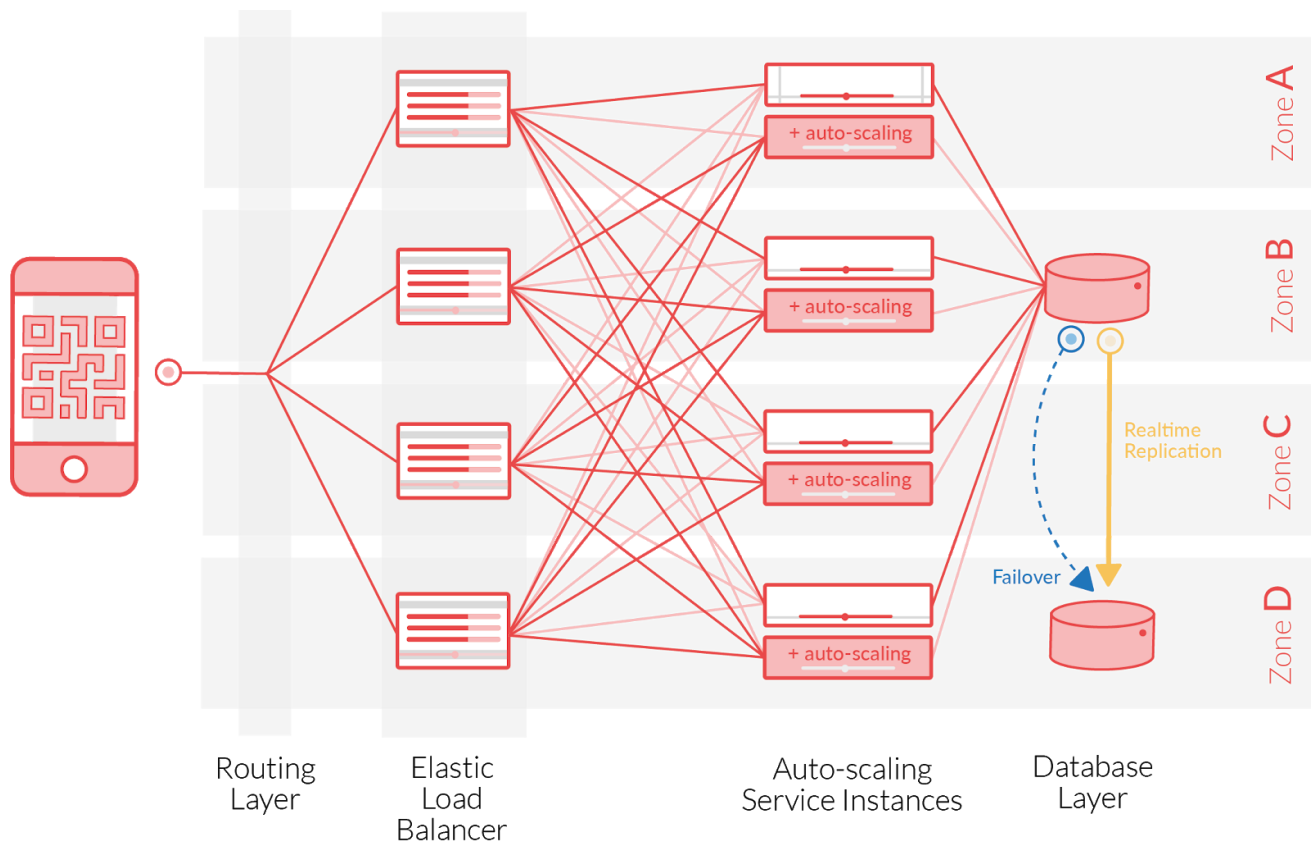
Masabi maintains best-in-class uptime using an elegant hosting design based on Amazon's AWS cloud hosting products, featuring multi-availability zone redundancy on all components where each availability zone is a fully independent geographically discrete building with separate electricity supply, cooling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

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

Each service then has its own redundant Elastic Load Balancers, which split traffic for that service across multiple servers in different zones. The ELB will detect when a single service is unresponsive, tearing it down and replacing it with a brand new server running the same service without any manual intervention.

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

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



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

5. DESCRIBE FRAUD PREVENTION AND DETECTION FEATURES OF THE PRODUCT.

Visual Validation

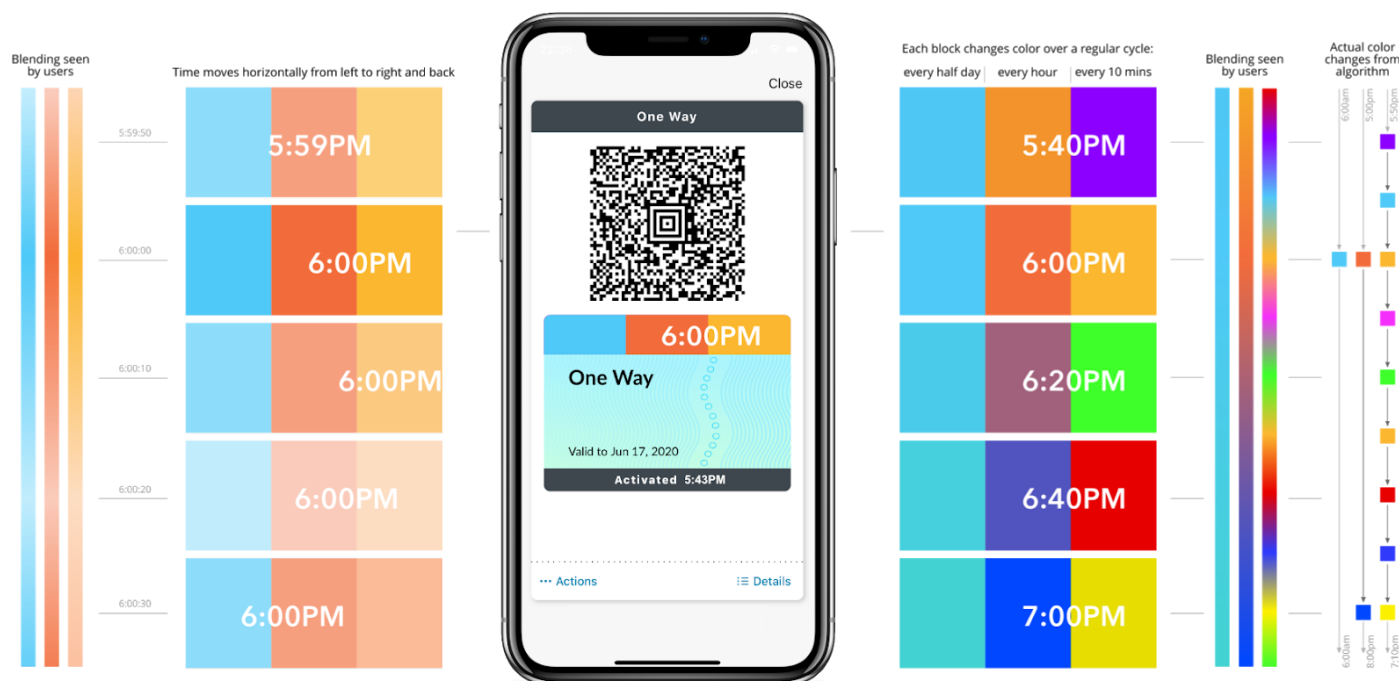
Masabi has spent over a decade working with conductors and revenue protection staff, including multiple user experience sessions to develop the visual validation technology, during which some key points were learned helping that help to make mTickets easy to validate:

- Use familiar layout & symbols: minimizes training, and avoids staff needing to mentally task switch when riders have a mix of paper and mobile tickets.
- Block common fraud: still & video screengrabs, replica apps, phone clocks being changed, etc.

A number of mobile ticketing apps on the market fail to follow these lessons, favoring fancy animated graphics over practical ticketing that is easy to visually confirm and difficult to replicate. Masabi's view is that these are gimmicky, and can be replicated flawlessly by hackers in very little time. A simple color or image of the hour/day is easily copied by riders shoulder surfing or deliberately sharing, and it is very simple to replicate even the most complex graphics and animation in a fake app – as occurred in Toronto where their mobile tickets were cloned within a few days of launch.

Uniquely, Masabi tickets incorporate a visual watermark of animated elements following a cryptographically derived unpredictable sequence of colors, which can be used by staff to confidently and quickly determine the authenticity of tickets without barcode scanning.

The fundamental tri-color bar mechanism displays the same three colors across all active tickets at any given point in time.



The inspector will see a continuous but changing sequence of colors on valid tickets, and will immediately be able to spot any ticket that is wrong because the colors will not follow the sequence and will be different from all other tickets referentially, e.g. because the clock has been deliberately changed or the sequence shown is a recording of an earlier ticket.

The colors also pulsate and the handset's current time scrolls over the colors, further making it difficult for fraudulent use of static or video screen-grabs.

Color sequences make use of a time-based pRNG sequence combined with random binary seeds, rotated regularly over time, which are attached to ticket data in a secure obfuscated way to enable offline ticket usage – essential in a transit situation.

Because colors blend over time, the system is tolerant of legitimate small differences in user's clocks (ie. a minute or two early or late) and differences in screen color rendering – the conductor/inspector

just looks for the glaring differences. The underlying keys driving the colors are changed regularly to minimize fraud potential.

To prevent riders delaying activation until they see a conductor, in the hope that they may not be checked, tickets can be configured to show a countdown after activation that instantly indicates to the conductor that something suspicious may be going on. This can ensure full compliance with activation rules even in very crowded rush hour conditions.

Electronic Validation with Justride Inspect

To take advantage of the full range of Fare Media outlined above, some form of electronic validation is required - for Account Based Ticketing the validation tracks where and when a user moved through the system to drive back office fare calculations, while for mobile ticketing the validation ensures that a ticket purchased for a specific type of journey is used to make that journey, and is not re-used more times than allowed. Deployments which only offer mobile ticketing can instead make use of Justride's market leading visual validation system.

Justride has a flexible validation system that can work across a wide range of transit modes and fare enforcement schemes, based on open platforms that avoid vendor lock-in:



Inspect handheld can be used for manual inspection by Fare Enforcement staff.

Justride Validators are available in on-vehicle or platform/on-street configurations.

Inspect software is also available on open devices such as the AccessIS Val100.

Several options are available for integrating Inspect logic into other third party validators and gatelines.

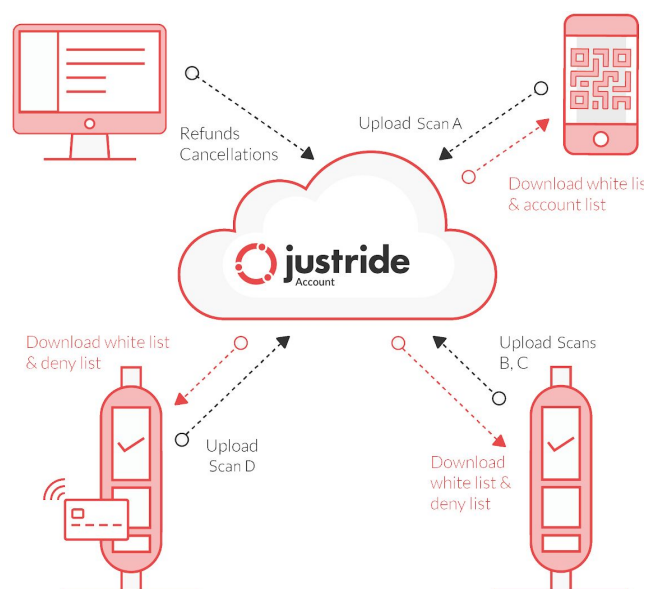
Inspect software works on an “opportunistically online” model, delivering maximum security by continuously synchronizing with the Justride back office while maintaining a local database of ticket and account validity that enables rapid validation decisions, even when the validator is offline - as inevitably happens in vehicles moving around an urban environment.

Justride has been designed as a multi-tenant platform that allows agencies to deploy agency-specific environments of the platform, configured to meet their individual fare collection needs. Masabi's Justride solution supports multiple transit agencies and can support options such as ECRTA's route based tariffs, in addition Masabi, through its platform can support transfer tickets which enable passengers to transfer from one agency's mode of transport to another and can support the creation of additional transit related products such as event admission, special-event-ticketing, most frequently limited-time (and often specially priced) tickets for travel to the event. Examples include travel to New England Patriot games in Boston, Los Angeles Dodger games, and travel to the recent US Open golf in New York. These special fare products are configured in the Justride tariff in the same way as

any regular fare. For convenience, it is possible to define these special fare products in separate files, avoiding the need to amend the regular tariff.

All taps and scans that occur while the device is offline are stored and forwarded to the back office once the unit regains a connection, ensuring no data is lost and the back office is kept continuously updated in near real-time.

QR/barcode validation verifies a cryptographic signature from the server, evaluates the ticket-specific rule data that was signed inside the payload, and then for limited use tickets checks whether the ticket has been seen before - all of which can be handled rapidly and reliably offline.



Masabi Validators

The Justride Validator (JRV) is a fully Masabi-designed open validation device, leveraging Masabi's significant experience of onboard vehicle validation hardware and software; it is designed to provide unparalleled functionality in a robust format, at a highly affordable price point.

The JRV can accept MIFARE smart cards and Ultralight tickets, QR/Aztec barcodes on mobile devices or paper, and Contactless EMV payment cards all in a PCI PTS and EMV Level 1 & 2 certified unit.

The JRV is a pole-mountable device compatible with all commonly found pole diameters in vehicles, mountable vertically or horizontally, with a forward-facing large color screen for displaying customizable passenger feedback. It possesses the necessary onboard storage, processing capability and connectivity options to support any scale of deployment, and comes complete with various wired and wireless network interfaces to allow for flexible data connectivity. The JRV is an open hardware platform, internally running the Linux OS on standard processors and storage cards; on contract expiry Masabi can optionally provide an OS + driver build chain.

As an alternative Masabi offers the vertically mounted AccessIS Val100 on-board validator, which uses the same software to validate a similar range of fare media, and Ethernet connectivity for AVL plus Justride back-office communications. Masabi co-developed the Val100 with AccessIS, and as an open device it is also supported by other vendors.

Example deployments: JRVs are installed at Rochester RTS, NY and Pittsburgh PAAC, PA. AccessIS Val100s are installed in multiple locations including Las Vegas RTC, NV and Calgary, Canada.

Benefits of deploying the JRV

- **Cost Effective** - The JRV is available for a fraction of the cost of other multi-format ready devices on the market.



- **Multi-format** - Enabling the reading of all major ticketing formats including contactless bank cards (cEMV), smart cards (NFC) and mobile and paper barcodes. BluetoothLE is already included should it become a desirable medium in the future.
- **Flexible and Scalable** - The JRV possesses the necessary onboard storage, processing capability and connectivity options to support any scale of deployment.

Technical Specifications

Area	Description
Accepted Fare Media	<ul style="list-style-type: none"> • NFC (ISO14443/MIFARE) (2 SAM Slots available) • QR and Aztec barcodes • Contactless Bank cards
Certifications and Standards	<ul style="list-style-type: none"> • EMV Level 1 and 2 Compliant with support for MasterCard, Visa, American Express, Apple Pay and others. • PCI PTS v4 Compliant • FCC Class B • Working with RNIB to improve the accessibility of the device; • Accessible Design according to 2010 ADA Standards • Enclosure flame-retardant according to UL 94 V-0 and EN 13501-1 • IP55 (IP rating for installed Electronic Enclosure)
Connectivity	<ul style="list-style-type: none"> • Ethernet, RS-232, RS-485, CAN Bus and J1708 support • Built in GPS
Pole mounting	<ul style="list-style-type: none"> • Vertical or Horizontal (with optional stanchion) • Suitable to mount on a wide range of bus poles including diameters of 1 1/2", 1 1/4" & 35mm
Temperature Ranges	<ul style="list-style-type: none"> • Operating Temperature: -20°C to +50°C • Storage Temperature: -30°C to 70°C
Dimensions	<ul style="list-style-type: none"> • 324mm (H) x 115mm (W)
Weight	<ul style="list-style-type: none"> • 1.64Kg
Further Technical Specifications	<ul style="list-style-type: none"> • 3.5" colour LCD display • Auditory feedback • Working up to 95% relative humidity • Max. 20 W input power

Validator Management

All validators sold by Masabi, including the JRV and Val100, automatically boot up and connect to the Justride back-office when powered on, synchronizing up-to-date configuration without any driver interaction. The Inspect software application and the underlying Linux Operating System it runs on can be remotely updated in a safe and reliable manner using a dual boot mechanism, to fix bugs and apply security patches in the field.

Inspect devices send back a wide range of telemetry data. The Hub back-office UI identifies problematic validators, firing alerts and graphing telemetry data to enable rapid fault diagnosis. Maps allow validator locations to be monitored in real-time or viewed as historical location animations.



Automatic Vehicle Location (AVL) Integrations

Justride can attach route and stop information from the vehicle's AVL to validation events. If this is required to drive fare engine calculations then for reliability and accuracy this should be done on-vehicle, direct from the local AVL; this integration will be dependent on the CAD/AVL supplier. If location information is only required for management analysis then it is also possible to source it from a suitable GTFS-Realtime feed.

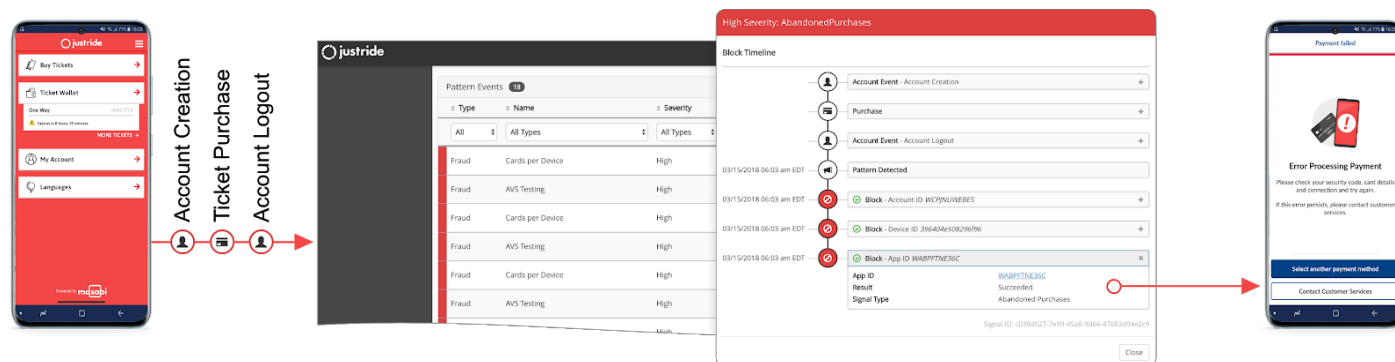
Masabi is proposing for ECRTA the following options for the second Phase:

- Implement PAYG based on the bus' route without a CAD/AVL integration. This will incur no additional integration cost but is only possible if the Premium Route vehicles and regular route vehicles do not switch their route (i.e. vehicle on premium route is moved to service a regular route).
- Implement PAYG based on the bus' route with AVL route data, integrating with the Clever Devices CAD/AVL system. This will be subject to further discussions with Clever Devices and assumes that the Clever Devices units will be using the same API version (1.4), as previously integrated by Masabi.

Automated Anti-Fraud Pattern Matching

The Justride platform features Pattern, a powerful pattern matching system that can identify specific fraudulent behaviours and immediately carry out appropriate reactions - for example blocking accounts suspected of bank card fraud, or sending out an alert when unusual ticket usage indicates a rider may be trying to share a monthly pass.

The Pattern system has been responsible for significantly reducing credit card fraud in several locations, as well as detecting instances of riders only purchasing or activating tickets when seeing a ticket conductor approaching.



6. DESCRIBE CONFIGURATION AND FUNCTIONALITY OF THE SOLUTION.

Rider Interfaces

In today's fast changing world riders expect zero-touch interaction with public transit via their mobile phones or bank cards - and with the growth of Mobility-as-a-Service, sometimes they will expect to achieve this through the third party app of their choice rather than anything provided directly by a transit agency. At the same time all public transit must continue to serve unbanked cash riders, who will not always have mobile phones.



The Justride platform is designed to offer a wide range of cost-effective interfaces to achieve this for all demographics, delivered in a future-proofed manner - as the world evolves, so does the Justride Fare Payments as a Service platform, opening up support for the latest sales channels which all Masabi customers can make use of as they become available.

Agency Apps & Web Sites

Justride offers a wide range of mobile and web-based options for allowing riders to purchase and use tickets, from a flexible agency-branded application to a suite of APIs and a Software Development Kit (SDK) that allow Justride ticketing to be embedded inside a fully customized experience.

Running underneath all of these options is a flexible account model that allows users who want to create an explicit login to move tickets securely between devices and manage them via the web, but also allows casual users to rapidly purchase a ticket without any unnecessary sign-up. Credentials can sit inside Justride's back-office, or can be managed externally via standard OpenID Connect authentication APIs - as for example used in Calgary Transit's app where users log in using the city-wide Calgary MyID user registry.

Justride applications and web sites are multilingual capable if desired, and are compliant with WCAG 2 accessibility guidelines and related legislation, such as ADA in the United States and equivalents in the EU etc.



"Our mobile ticketing sales channel just utterly exceeded all of our expectations.

It literally just crushed it."

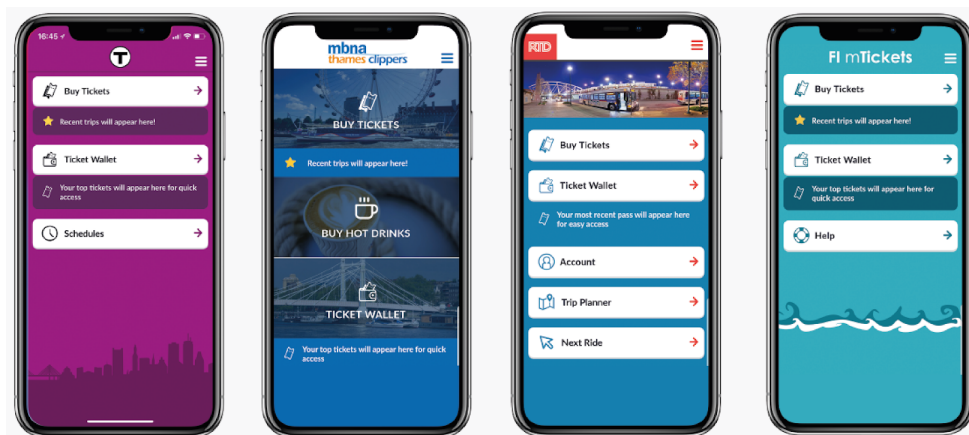
Tonya Anderson, RTD Denver, CO.

Sr. Product Manager & Operations Manager

White Label Justride Application

The Justride Retail applications for iPhone and Android allow riders to purchase and use any kind of ticket or pass from their smartphone.

Masabi's tried and tested application allows secure ticket purchase in seconds and can be branded to reflect ECRTA's visual identity and choice of colors, logos, and text. Masabi manages all fare payments, ticket delivery and security.



If configured, the mobile application can also manage a rider's ABT travel, handling the registration of smart cards, sign up to and display of mobile QR/barcode ABT tokens, fund management inside the rider's stored value account, viewing the rider's ABT history and reporting lost smart cards.

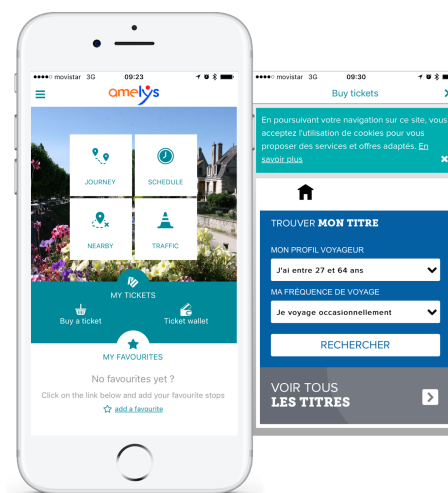
Outside of the core transport functionality, the application can be highly customized to include any agency-specific content that is required. This can include embedded text, maps and images as well as links to embedded or external web sites, and 3rd party application deep links.

See: New York MTA eTix app, EZfare multi-agency app, Fire Island Ferries (deployed 23 days after contract signature).

Custom Application Built Around Justride SDK

The standard Justride white label mobile application offers an excellent ticket optimized purchase flow and ticket usage experience - however that is sometimes not enough. The Justride Retail Software Development Kit (SDK) offers a way to build a perfectly tailored iPhone and Android application experience on top of the mature, secure and robust Justride ticketing platform.

The SDK handles all interaction back to the Justride platform, and the display of any mobile tickets bought by the rider. The SDK provides support for the app to build any style of purchase flow required, with the option to direct payments through the PCI-DSS certified Justride platform or to handle them completely independently. Riders can log in using an OpenID Connect compatible authentication system, and the SDK gives access to the account's transaction history and (where relevant) ABT token management and history.



SDK apps can be deployed as the only mobile application for an agency, or they can be launched in addition to a Justride white label app.

See: Orleans app in France; Uber and Transit in RTD Denver (see MaaS).

Justride Web Portal

The Justride Web Portal offers an accessible and responsive web experience to purchase and manage mobile tickets, manage ABT tokens and history, add funds to stored value and manage rider accounts. It is hosted alongside the main agency website as a 'micro-site', offering a visually branded experience

with some customisable options. Riders can sign up for new accounts, and also (if configured in the tariff) purchase print-at-home PDF tickets.

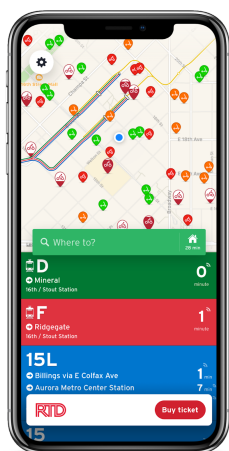
If a more customized experience is required, there are multiple options for integrating an existing or new website into Justride APIs.

See: <https://tickets.metrolinktrains.com/> (includes Print At Home PDF ticketing).

Mobility-as-a-Service (MaaS)

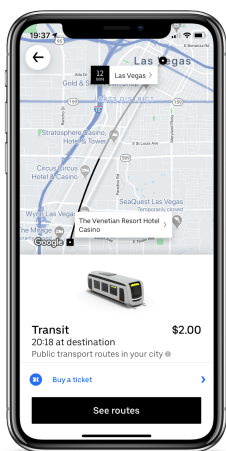
MaaS has become a key trend in recent years, as riders are offered an ever increasing range of mobility options to complete their journeys - such as scooters, e-bikes and ride share. Masabi believes that public transit has a key central part to play in mobility, and Justride allows transit agencies to take part in MaaS with ease.

Several styles of MaaS exist: dedicated commissioned city and regional apps, global trip planning applications such as Transit, mode-specific apps such as Uber which are expanding to allow multi-modal journeys, and other MaaS pureplay options offering subscription services. Masabi is using the Justride Retail Software Development Kit (Retail SDK) to drive 'Practical MaaS' across all of these - enabling public transit ticketing in a wide range of applications today, so transit agencies do not have to 'pick a winner'. Several partners sell Justride today, and more are being signed up:



transit

Live with Masabi customers in 18 North American cities; ABT coming soon to Rochester NY.



Uber

Live with Masabi customers in Denver and Las Vegas, with 14 more coming soon in the US and beyond.



JORUDAN

Selling tickets from 4 Japanese transit agencies, with further trials planned.

moovit

Trapeze

KYUT!



At least four more partners are planning Justride integrations

As Masabi signs up MaaS partners, transit agencies will be able to expose their tickets in any of them with a minimum of paperwork. Data from Uber in Denver RTD shows that selling RTD tickets inside the Uber app has led to a significant increase in Uber journeys starting or terminating at transit stations, helping drive ridership.

See: *Transit app for journeys in Denver, CO or St Catherine's, Canada; Uber for journeys in Las Vegas, NV or Denver, CO.*



“NEORide’s members knew what they wanted and Masabi, a global leader in the development of Fare Payments as a Service possessed the expertise needed to make our practical MaaS vision a reality. Transit users across the state are going to benefit from our collaboration today and well into the future.”

Ben Capelle, Laketran, OH

NEORide Board Chair and Laketran, Chief Executive Officer

Cash Riders

Cash is a critical payment mechanism for some rider demographics, and Justride has several mechanisms to support riders who are unbanked:

Agency-Managed Ticket Windows

Agency staff can use the Justride Hub back-office to handle a range of customer service enquiries. There is also the ability to add funds to a rider’s stored value account in exchange for cash, and issue printable PDF tickets. A full audit trail is kept of all activity carried out by users, with reporting to summarize activity for management.

Retail Store POS Integrations

Local stores can be harnessed to allow riders to top up stored value accounts using cash or cards, using Justride’s integration into the Incomm retailer network. Riders show a barcode on their mobile phones to the retailer’s existing Point Of Sale (POS) system, pay for the top up, and it is automatically pushed into the rider’s transit wallet. Support is available through participating stores from the following well known retailers:



In addition, smart cards can be distributed through retailer card racks, and if printed with appropriate barcodes these cards can also be topped up through the POS system; note that there are significant lead times to organise distribution. Justride also integrates into the Payzone cash sales network in the UK.

Retail Distribution Network with InComm

Masabi has partnered with InComm, a retail distribution network whose primary business offering is in stocking and maintaining J-hook gift card racks at networks for retailers across the nation. Masabi’s partnership with InComm’s retail network will allow several primary use cases for passengers:

- Top up a mobile stored value account, using cash or card.
- Top up a rider account tied to a smart card using the smart card as the account identification token, using cash or card.
- Purchase and register new smartcards and check the balance of their existing smartcard.



Masabi is prioritizing the first of these use cases as part of its integration path with InComm, that will be available during Q3 this year, as this will afford the ability for riders to top up their mobile

accounts in order to digitize cash both for the use of purchasing mobile tickets and for the purpose of ABT Pay as you Go with a mobile barcode.

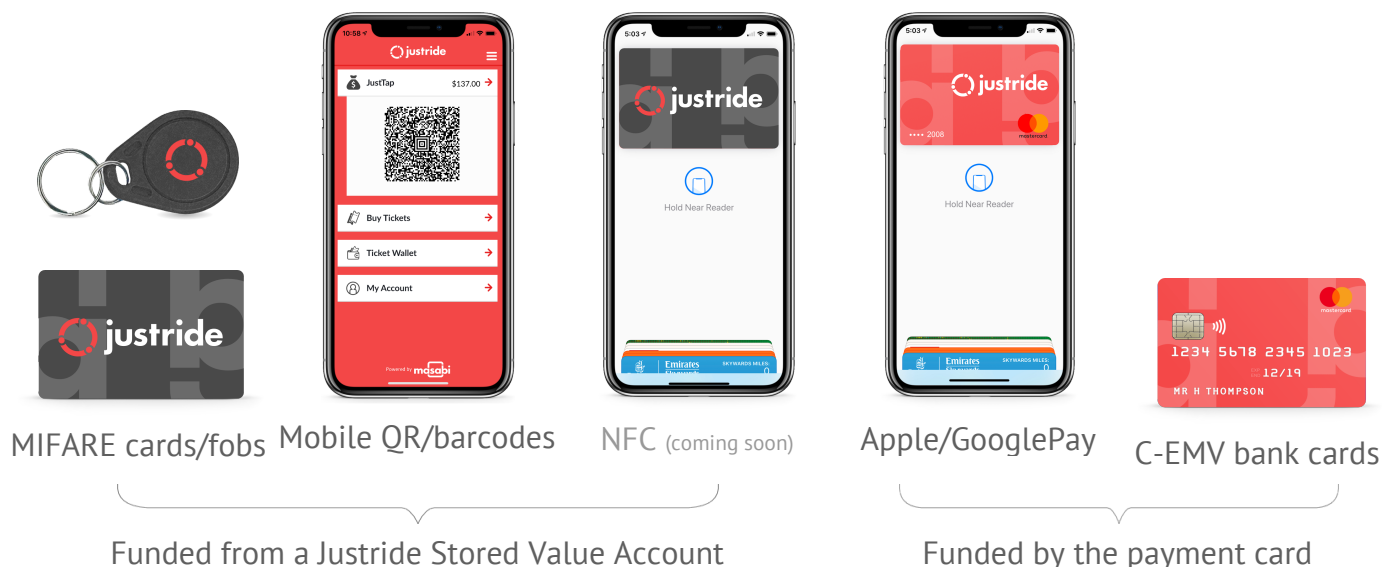
Once a second integration is complete, additionally, agencies will be able to utilize the Masabi-InComm partnership to allow passengers to digitize cash as a funding source attached to smart cards as well as to manage distribution of smartcards to retailers in the network. This enables riders who don't have mobile phones or easy access to the web can still fully manage their account, leveraging hardware and software that retailers already have.

Account Based Ticketing - Pay as you Go (PAYG)

Justride is designed to be account based at the core meaning that the mobile first approach acts as a stepping stone towards a full Pay as you Go Account Based Ticketing (ABT) system. Once riders are accustomed to the platform through its mobile ticketing capabilities, the PAYG components can be enabled to enhance their riding experience.

Account Based Ticketing enables a rider to move around the transit system, securely identifying themselves during each leg of the journey (for example by tapping a card or scanning a QR/barcode), with each journey either paid for directly or authorized via an already-acquired pass.

To achieve this requires two things - riders must have some means of securely identifying themselves, and a source of funds to pay for journeys. Justride implements a core fare engine that is totally agnostic of how identification and payment occurs, supporting a range of tokens:



In future this could easily be extended to other types of identification - CIBO/BIBO Bluetooth, facial recognition, etc - and other forms of payment, as and when they become technically feasible and desirable to riders and agencies. For example multiple recent pilot schemes have proven that Bluetooth BIBO systems can't effectively be trusted to work reliably with many popular Android handsets, and riders without handsets are forced to use a very different ticketing system - but should ubiquitous, reliable Bluetooth appear, Justride can take advantage.

ABT enables a very simple Pay As You Go experience - the rider simply taps the identity token on a validator which ensures funds are available, and the back office calculates the appropriate fare to charge after travel. Rider equity can be guaranteed by Best Fare Finding (also known as Fare Capping) which, if configured, ensures that the rider is always charged the lowest amount defined in the tariff

rules for their recent travel. This allows regular riders to benefit from the price discount of, say, a monthly pass even if they cannot afford to purchase one at the start of the month.



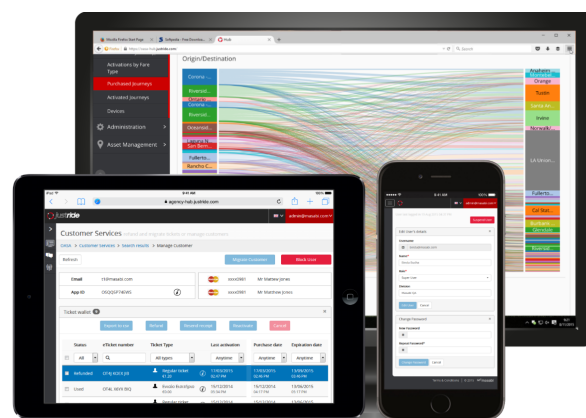
The fare calculations honour any entitlement to discounted travel that the rider may have - for example, riders can register as seniors or veterans and the appropriate fares will be applied. Registered users can also view their trip history consistently across the Justride mobile app, web portal and any MaaS partner app that supports token registration such as Transit App.

Hub Back-Office

Justride is managed through a responsive web back-office called the Hub, which offers a consumer-grade user experience for securely operating the platform.

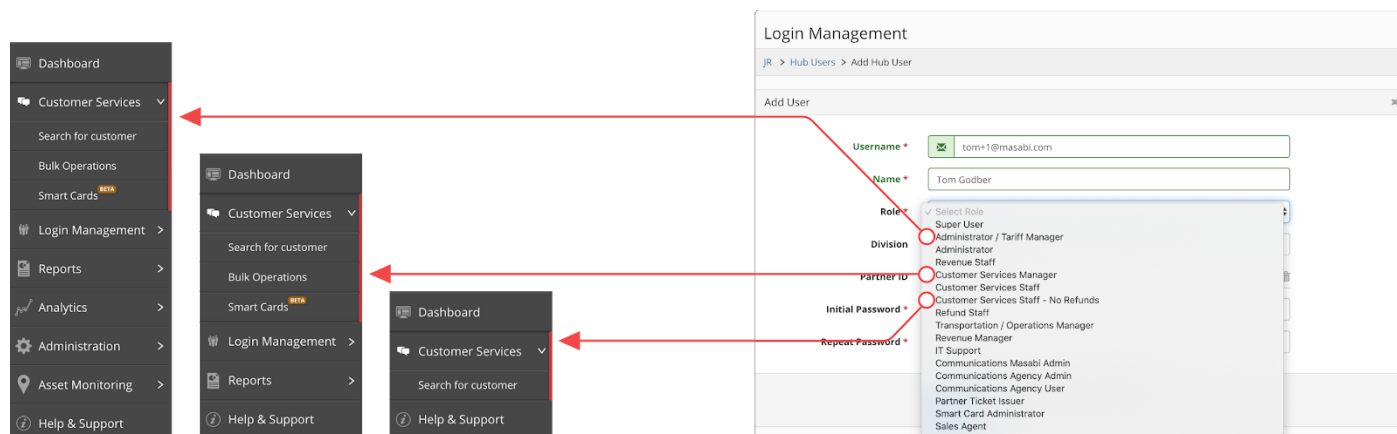
Hub functionality encompasses tariff administration, customer services handling all types of fare media, tariff setup, validation device management, reporting and analytics - all aimed at putting full management control in the hand of the transport agency.

The Hub UI adapts to multiple screen sizes and device form factors, has a range of supported languages and is fully compliant with accessibility best practices. Masabi follows the Google browser support policy and maintains on a rolling basis the current and previous major two versions of Chrome, Firefox and Microsoft Edge.



Access Control and Audit Trails

The Hub offers a granular role-based access control model, filtering the operations available to be appropriate for the type of user accessing the system. User accounts can be fully managed within the Hub in a hierarchical fashion - for example Customer Service Managers can manage their Customer Service Staff, but not other roles.

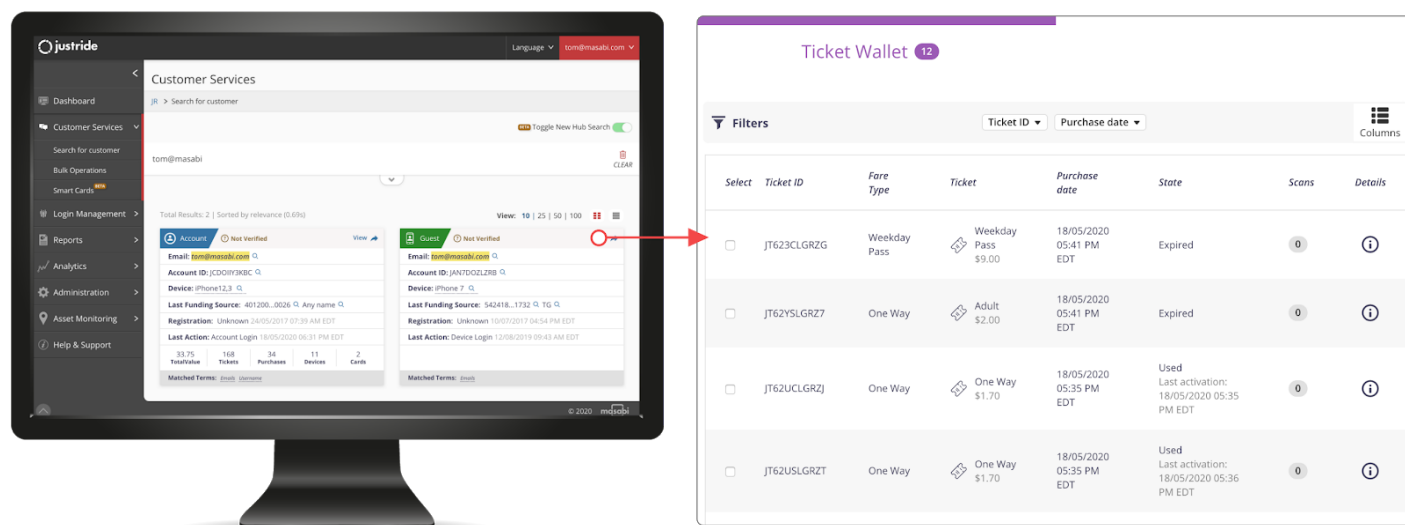


All activity carried out in the Hub, including rider searches, is fully tracked in an immutable audit trail in the Justride Data Warehouse. Daily, weekly and monthly reports are available showing all user activity, with summaries highlighting key metrics such as total refunds issued per Hub user to aid vetting for internal fraud.

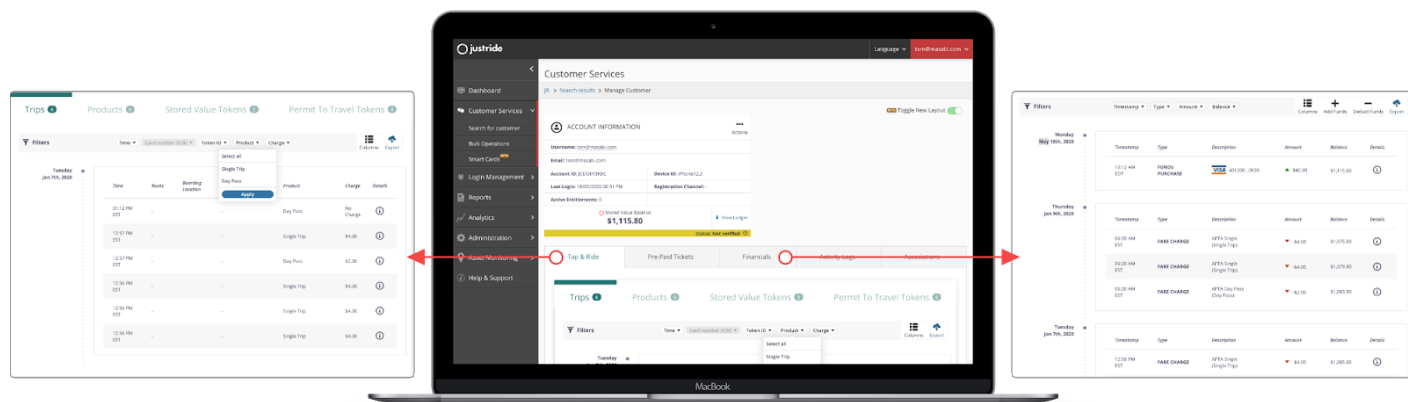
Hub users can be added individually or in bulk, suspended instantly, and can manage their own accounts.

Customer Support

The Hub Customer Service tools enable agencies to handle ridership problems directly, allowing rapid access to a customer's full history of purchases, tickets used, and payment sources including Justride stored value accounts, if available. The Hub also makes it easy to manage entitlements for discount fares for qualifying passengers, such as Seniors and Students.



When dealing with mobile ticketing customers, agents can cancel tickets, issue refunds, issue complimentary tickets, reactivate expired tickets, migrate tickets to a new mobile device, manage stored value, and more.



Agents can also manage all forms of Account-Based Ticketing for unregistered C-EMV and smart cards through to any tokens attached to fully registered rider accounts. Rider's trip and charge histories are displayed in full, alongside the ability to rectify any problems that might occur.

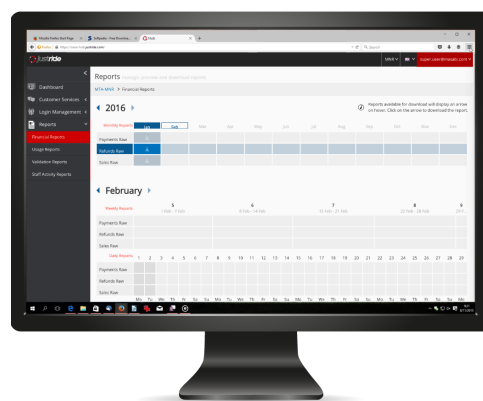
Data

The Justride platform records a huge array of operational data in real-time, which is made available through multiple channels to make it easy to solve any use case.

Reporting

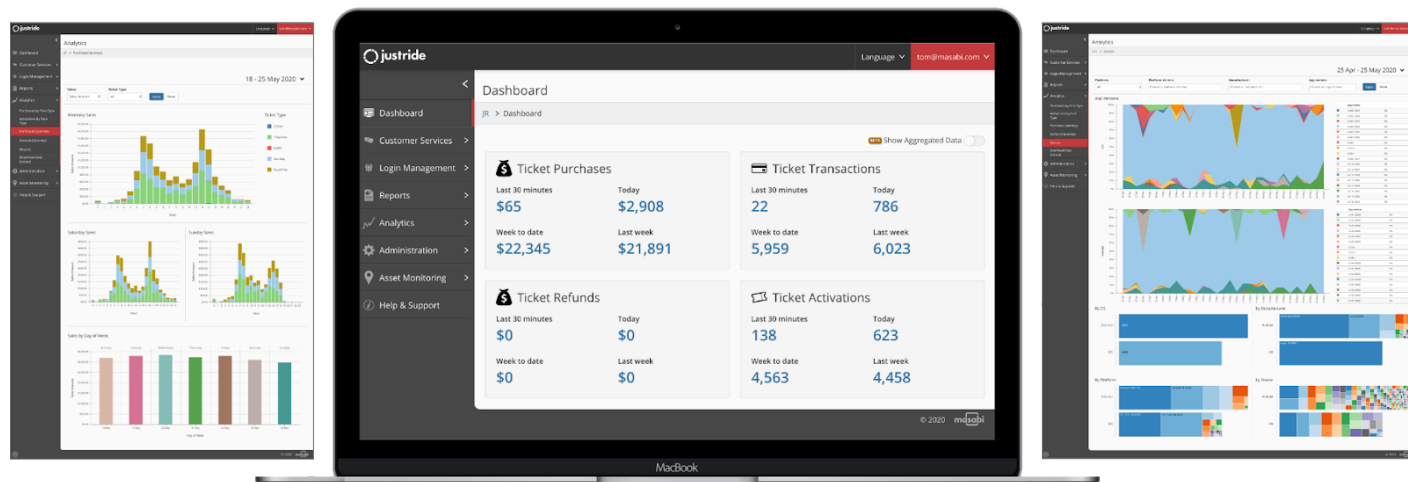
The Justride Hub comes configured with a default set of daily, weekly and monthly reports covering ticket sales, activation, validation, account usage, and system activity audit trails. In each area, both executive summaries and line by line data are available.

All reports are stored safely in the Hub for easy access at any time. A client is in complete control over which Hub users have privileges to access reports, and can suspend them at any time, enabling easy management of access provision to customer information.



Analytics

The Justride Hub allows at-a-glance access to key analytics on a live dashboard, giving an overview of activity updated every minute.



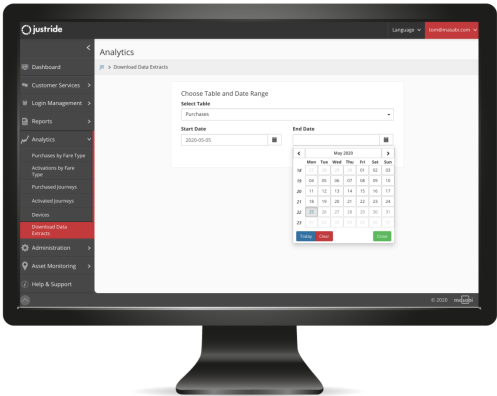
In addition the Justride Hub offers a range of web-based graphical analytics, providing an intuitive

interface to drill down into purchases, fare types, barcode scans, card taps, application versions in use and more over any date range. The Analytics tooling is built directly on top of the Justride Data Warehouse and provides up to date, near real-time data in easy to consume graphical and tabular views, with dynamic filtering.

Data Extraction

For ad hoc analysis, direct download functionality in the Hub allows users to extract CSV files of raw data from individual Data Warehouse tables between date ranges, customising which fields are present.

In addition Justride’s DataMart APIs allow near real-time extraction of all data within the platform using RESTful APIs returning either JSON or CSV files. This is used by many agencies, such as New York MTA and LA Metrolink, to integrate Justride data into external data warehouses to obtain a full cross-channel sales view.



Finally, agencies with licences for the third party Tableau Online data analytics tool can easily obtain a live view of all Justride data, which can be used to build custom reports and data visualisations and perform any required data analysis.

Accessibility

Masabi’s Accessibility Philosophy

When Masabi first deployed the Justride platform, Masabi worked with the MBTA, the first customer to deploy the platform, extensively to ensure that the platform met the agency’s accessibility guidelines based on WCAG 2.0 and ADA requirements. Since then, Masabi has continued to work with clients to make sure that, as the platform evolves, it continues to support this user base.

Current Accessibility Infrastructure

The Justride platform was designed with WCAG 2.0 guidelines in mind and maintains a WCAG 2.0 audit on a regular basis as needed by clients and as the platform evolves. Most recently, Masabi has undertaken a more in-depth audit process with one of its customers to take into consideration additional accessibility features and is in the process of adding additional accessibility support based on feedback from this client.

Justride is currently deployed with a variety of accessibility-supporting capabilities. Justride is fully compliant with all relevant accessibility legislation across all of its global deployments. While the WCAG guidelines are not directly applicable to a standalone non-browser mobile application, Masabi has put significant effort into ensuring that the mobile applications follow all appropriate accessibility guidelines.

A summary of the existing accessibility support can be found in the table below:

Supported Accessibility Feature	Justride Retail App	Justride Web Portal	‘Hub’ Back-office Portals
Visually responsive text sizing	✓	✓	✓
Clearly labelled buttons and icons	✓	✓	✓

Menu for supporting content and FAQs	✓	✓	✓
Screen reader support (Android/iOS)	✓	✓	✓
Agency control of branding to select accessible colors & contrast	✓	✓	✓
Agency control of page set-up to select an accessible configuration	✓	✓	✓
Support of unbanked riders	✓	✓	✓
Support of riders without a smartphone	✓	✓	✓
Zoom support and magnification	✓	✓	✓
Motion animation control	✓	n/a	n/a
Color filters and color inversion	✓	n/a	n/a

Ongoing Commitment to Accessibility

Masabi is committed to the continuous improvement to its accessibility support and applies its agile development methodology to this area with a regular cadence of reviews and updates to its deployed applications. Additionally, Masabi commits to listening to any agency feedback on accessibility where the agency does not feel the provided solution can reach the high standards suitable for their riders. For example, in a recent deployment, a client identified areas of improvement. Masabi underwent a robust analysis process in coordination with this client and has already deployed an updated version of the application reflecting these necessary changes. As a SaaS platform with a central multi-tenanted architecture, all agencies will now benefit from these accessibility updates. Masabi's bi-weekly software releases allow new accessibility updates to be quickly deployed for the benefit of agencies and their riders.

7. DESCRIBE PROCEDURES TO ADD NEW FARE PRODUCTS.

A. Masabi's tariff configuration layer offers a great deal of flexibility, able to accommodate everything from simple flat fare to complex models. The same tariff configuration layer is used by multiple Masabi customers across the world. The following is a small subset of Masabi's tariff configuration capabilities:

- **Validity period** - the length of time a ticket can remain in your wallet without being used
- **Activation Duration** -length of time the ticket remains active for after the first activation
- **Purchase restrictions** - limit the ticket availability, to restrict sales of a pass towards the end of the pass validity period. For example, one can restrict purchasing a "calendar" monthly ticket towards the end of the month.
- **Entitlements** - identify entitlements and their associated business rules
- **Day-start** - this will offset the start of the day by a configurable number of hours - this is useful if the transit property has a day which starts at 4:00 AM and goes on until 2:00 AM the following day.

B. To address the specific product types required:

- **Fare products are defined within the Justride tariff configuration which can be managed directly by ECRTA Transit staff.** A product can be defined as single-ride with a

time-limited validity, such as 90 minutes, and purchased using the following process:

- **Support the change to a different time value for single ride fares, e.g. from 90 to 105 minutes.** Adjusting the validity of single ride fares would involve the following steps (assume the fare product is configured as above):
 - Edit the row in the tariff spreadsheet relating to the fare product so that the “activation duration” field is set to 105.
 - Upload the new tariff to the Justride server using the user interface provided by the Justride Hub.
 - Swap the new tariff with the existing one using the user interface provided by the Justride Hub. All tickets sold after this point will have the new validity period.
- **Support weekly pass products.**

A weekly pass product could be configured in a number of different ways, including: Purchasable in advance, held ready for use in the ticket wallet for, say, 60, days, and usable for unlimited rides for 7 days from the day of activation; or

 - Valid for unlimited rides for 7 days from the day of purchase; or
 - Aligned to a particular day of the week (e.g. Sunday), with rules about the week for which the pass is being purchased (e.g. buy Sunday-Tuesday: current week; buy Thursday- Saturday: next week).
- **Support fare cap products, where users pay for a definable number of single rides in a calendar month, after which additional rides are not charged.**
 - Fare capping is not available for pre-purchased products. However, it is available in the Account Based Ticketing extension, as described in ‘Account Based Ticketing - Pay as you Go (PAYG).’
- **Support Low-Income fare for approved customers.**

The Justride Platform supports a virtually unlimited range of eligibility products which once created can be used to provide discounted tickets to those in need.
- **Support Senior Citizen fare for approved Senior Citizens.**

A separate fare product for Senior Citizens can be defined in the tariff, with its own rules and prices.
- **Support the creation of other agency or group transportation programs.**
 - The Justride platform includes the Partner Portal - a secure, dedicated web portal based on the Justride Hub that enables both agency staff and staff of partner organizations (e.g. corporate or social services organizations) to issue tickets to their users (employees or clients) either individually or in bulk/groups.
- **By default, all customers are eligible to purchase a product.** A single- ride ticket can be activated only once, but it can be configured so that it can be positively validated by the OBV or PV only once or multiple times during the activation window.
- **A monthly pass is defined in the Justride tariff as a multi-use ticket with the appropriate validity period (typically one calendar month or 30-31 rolling days, as required by the transit customer).** Once activated by the rider the pass will remain active throughout the validity period.
- **Discounted products (e.g. youth, senior, military) can be defined in the Justride tariff.** By default, all customers are eligible to purchase all products. Discounted products can be made available to riders with eligibility checked by ECRTA Transit customer services staff if configured. Where more control on the availability of discounted products is required, discounted products can be hidden from customers who have not been granted the appropriate entitlement. The OBV will emit a different tone when a

discounted ticket is presented if these are included in the tariff.

C. The Justride platform offers several options for granting an entitlement:

- **Via Customer Services** - a customer can call Customer Services to request entitlement, and if the agent accepts that request the agent can grant eligibility using the Justride Hub.
- **Via the mobile app** - the Justride mobile app can be configured to provide a page into which the customer can enter their eligibility details. These are sent to the Justride server and the eligibility is automatically granted. The eligibility details are added to every discounted ticket purchased by the customer so that they can be checked if the ticket is inspected by ECRTA's staff.
- **Via the mobile app with an automated eligibility check** - the customer enters their eligibility details into the mobile app, as in b) above, but the Justride server makes a real-time call to a web service provided by the agency to check that the details are valid. If the web service replies in the affirmative, then the eligibility is granted.

8. DESCRIBE PLAN FOR UPGRADING SMARTPHONE APPLICATIONS IN THE FUTURE.

The ECRTA Justride app will be available for free download from the Android and iOS app stores. Riders can download the app and immediately begin to purchase their tickets by either registering for an account or traveling as an un-registered user. The apps are developed using the most appropriate methods of development available to provide both a great rider experience and flexible customization options.

The Justride app is a hybrid Cordova application using HTML and JavaScript to power the user interface and depends on the Justride retail SDK for core functionality. The Justride retail SDK manages communication with the Justride platform, secure storage and ticket lifecycle. The SDK is fully-native and developed using Java, Objective-C, Kotlin and Swift as appropriate for each platform.

Support is regularly reviewed as new versions of both operating systems are made available to ensure that the application continues to function on the latest versions. Support is maintained for the current and previous two versions at a minimum on iOS and for the most used versions on Android.

HOSTING

1. PROVIDE A SERVICE LEVEL AGREEMENT, INCLUDING TIERS OF SERVICE, RESPONSE TIMES, AND STANDARD METRICS.

Masabi has provided its standard SLA's in appendix E along with its standard SaaS terms. Please see tiers of service and response times along with some standard metrics below.

2. DESCRIBE DATA CENTER AND STORAGE FACILITIES.

Cloud Native - Resilient and Scalable

Masabi operates Justride as a hosted multi-tenant cloud native service - one version of the software platform handles all agencies within a given region, with configuration determining which features each agency offers. The platform has been built to make use of the very latest cloud development tools and support services - it is not simply legacy software that happens to be hosted on Amazon. This accelerates development and delivers huge performance benefits.

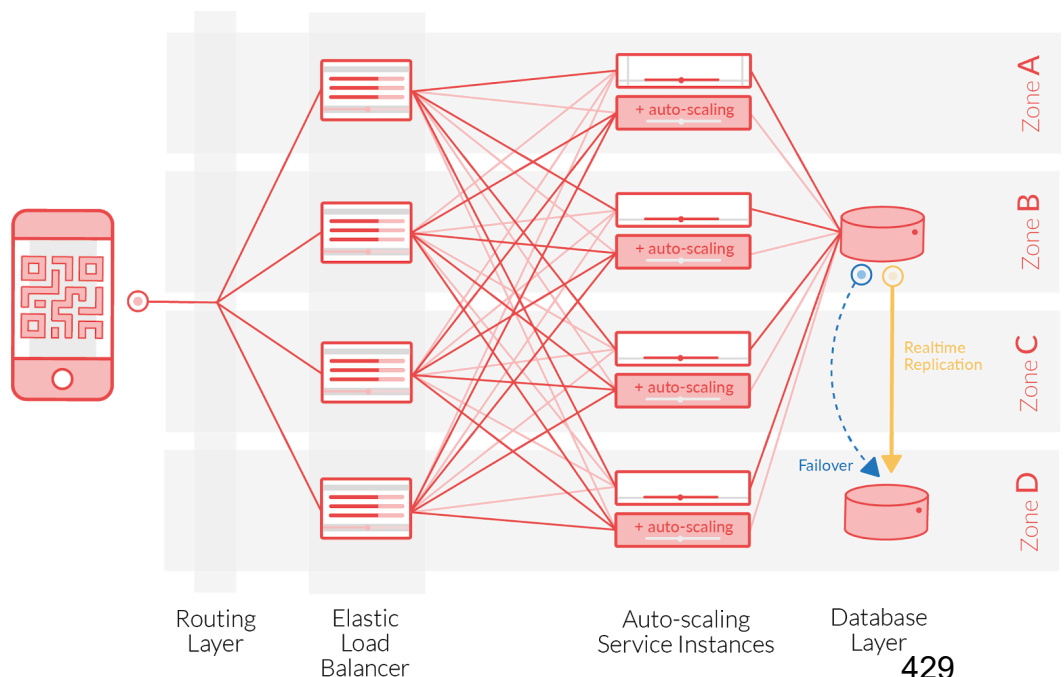
Justride maintains best-in-class uptime using a service-oriented platform architecture focused on efficiency and scalability. It makes maximum use of Amazon's AWS cloud hosting products, featuring multi-availability zone redundancy on all components, where each availability zone is a fully independent geographically discrete building with separate electricity supply, cooling and internet connection.

Individual services use a range of strategies to achieve redundancy, based on their workload. Frontline high volume services make use of Application Load Balancers and auto-scaling containerisation to ensure they can withstand peak rush hour load, with multi-zone redundancy in the managed RDS databases which offer master/slave realtime replication and failover. The Account Based Ticketing services make use of an Amazon Kinesis event streaming backbone and efficient horizontally scalable components to manage unlimited load of incoming taps and fare calculations efficiently. It makes use of an optimized DynamoDB data architecture which yields guaranteed millisecond access times for unlimited data volumes with automatic multi-zone replication.

Load tests are run on all core systems prior to a new release, ensuring that they can handle multiples of observed worst case peak load over an extended duration, based on real life usage profiles.

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

All services within the system have real time monitoring, and alerts are sent to the 24/7 support team for immediate attention if any health check fails. In an ultimate disaster scenario, the automated deployment



framework can recreate an entirely new version of the entire platform on fresh servers in a matter of days, guaranteeing that all security configuration is applied correctly.

By using AWS as the hosting platform, Masabi leverages the world-class facilities and security they provide. Amazon provides extensive documentation and certification on security, and specifics on physical security with respect to the data centres.

3. DESCRIBE SECURITY CAPABILITIES OF THE PROPOSED SYSTEM, INCLUDING FIREWALLS, BACKUP STORAGE, AND ANTIVIRUS SOFTWARE ENCRYPTION.

Platform Security

The Justride platform is fully PCI DSS level 3.2 certified for unlimited transaction volumes, formally audited with manual penetration tests on an annual basis and assessed by Masabi's QSA on a monthly basis.

All releases into the live environment are accompanied by formally tracked code reviews, static analysis and a full suite of vulnerability scans. All Masabi staff are trained frequently in PCI requirements, including development training that encompasses the latest OWASP top vulnerability list and other appropriate sources of security information.

All databases holding sensitive customer data are encrypted at rest. Data resides within Masabi's firewalled Virtual Private Cloud in Amazon AWS, with live redundant copies across multiple locations and daily offsite backups. All connections to Justride servers - via API or through the Hub UI - are HTTPS conforming to the latest TLS 1.2 protocols, ensuring secure transit of all personal data, and authentication is managed using asymmetrically signed secure JSON Web Tokens. Passwords are all stored as SCrypt hashes.

First level of protection for the operating platform is hosting in AWS itself and leveraging services such as AWS Shield and AWS Inspector. Secondly, internal to the configuration of the platform Masabi has NGinx configurations for rate-limiting and traffic throttling that protect against certain forms of DoS attacks. Thirdly, Masabi utilizes AlertLogic for intrusion detection and other attack detection.

All machines used within Masabi, no matter what they are used for, have continuous automated scanning for viruses and suspect activity. Further, deployment packages are scanned for any signs of attached viruses or unexpected code or attachments before deployment. This is all part of the PCI compliance practices Masabi undertakes.

Masabi's adherence to the strictest security rules should provide confidence that all data will be handled with appropriate care and that Masabi's internal processes are sound.

Data Privacy

Data privacy has been built into Justride from the start: minimal Personally Identifiable Information (PII) is requested to reduce the potential for problems, and effort is made to store data in an anonymized format wherever operationally viable. Conformance to all relevant data privacy laws is maintained, and all hosting regions are maintained to the strictest applicable global privacy standard to the extent possible under local law.

All new features which store additional data fields or reuse existing data in a novel way go through a Privacy Impact Assessment to understand the impact the changes will have on privacy and ensure that designs incorporate best practices and avoid security holes.

A policy document is maintained indicating how to respond to individual rights requests - such as GDPR's right to be forgotten and right to data portability - and this is shared with support staff. Masabi also maintains a Data Inventory document tracking which PII is stored in what parts of the system for what purposes; this document is available on request.

Data for every customer remains the property of that customer - Masabi acts as a Data Processor on behalf of the agency customer, who is the Data Controller. Each customer's data is fully segregated from every other customer, and rigorous automated testing ensures that there is no way for data to pass between customers.

Masabi has not had a data breach, but if one were to occur all impacted agencies would be informed within 48 hours using appropriate channels agreed with Masabi Account Manager during the on-boarding process.

4. DESCRIBE CHANGE MANAGEMENT, UPGRADE, AND PATCH MANAGEMENT POLICIES AND PRACTICES. DESCRIBE SYSTEMS ADMINISTRATION/MANAGEMENT CAPABILITIES INCLUDING MONITORING OF PERFORMANCE MEASURES, INTRUSION DETECTION, AND ERROR RESOLUTION.

Change Management

Scope changes will be managed through the Masabi change control process. This will be fully agreed with ECRTA during the project kick-off process, but Masabi's general approach to Change control is:

- I. Identify the nature of change
- II. Write-up full scope of the proposed change
- III. Identify alternative approaches to deliver change
- IV. Undertake an impact assessment to identify the impact of change - pros and cons
 - A. Impact on schedule
 - B. Impact on resources
 - C. Impact on capabilities
 - D. Impact on other areas of non-connected delivery
 - E. How/if this impacts the budget
- V. Create a risk assessment
- VI. Write-up findings
- VII. Present findings with alternative approaches
- VIII. Agree on a proposed approach with ECRTA
- IX. Determine if the nature of the change can be consumed by the existing strategic product plan as an alternative strategy.

Assuming that there is a cost associated with an agreed change - Masabi will use the attached rate card to identify hourly and daily costs.

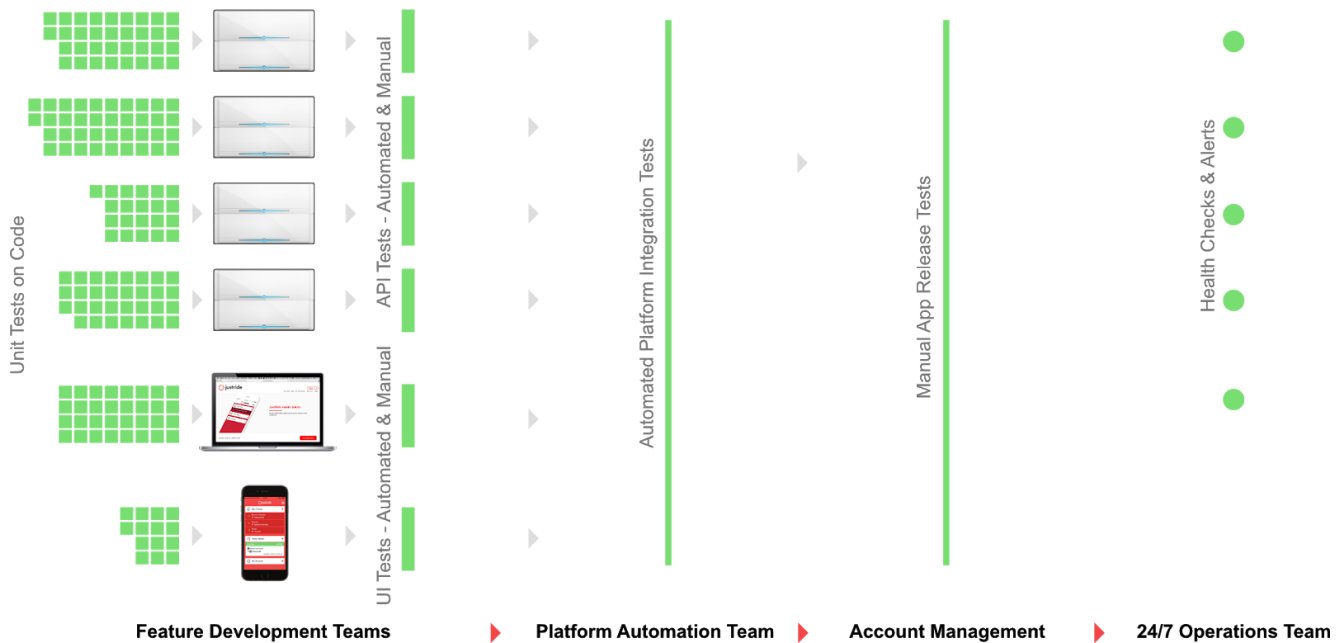
Updates and Quality Assurance

The underlying Justride server software is updated regularly, with some components being updated several times a week using an automated deployment framework. This ensures that every change is

small and low risk, and can be easily and rapidly rolled back if a problem is identified. Consequently, no customer is ever left running old and unsupported code, and software patches and up-to-date security configuration are applied regularly to all servers in an automated way that avoids manual error and omissions.

End users will see small incremental changes, in the same way that Facebook and GMail are updated slowly over time; Masabi recognizes the challenges of training staff to use business critical tools, and ensures that the rare major user interface changes that do happen can be rolled out at an agency-specific time, aligned with appropriate training.

This pace of releases can be safely managed because layers of comprehensive automated testing cover all operations in the system, including end-to-end integration tests run several times a day that will cover full system scenarios, such as installing a new app, creating an account, buying a ticket, scanning the ticket on a validator, and then confirming the ticket is marked as used in the Hub and that it can't be refunded. The QA processes used are shown below:



5. DESCRIBE HOW THE PROPOSER WOULD HELP MOVE TO A NEW OPERATION AT THE END OF THE CONTRACT TERM OR IF THE CONTRACT IS TERMINATED, INCLUDING PROCESS FOR NOTIFYING RIDERS OF TERMINATION.

In the event the ECRTA required a move to a new operation, Masabi is in a perfect situation to facilitate this need due to the fact that Masabi has performed numerous mobile ticketing migrations onto the Justride platform (Bustang, National Express West Midlands and NICE Bus) and so has good experience in facilitating this process.

Masabi has learned through this experience that there are two areas to be considered during a migration:

1. The copying of rider accounts from one system to another, primarily for the purpose of managing the migration of unused tickets.
2. The seamless setup, onboarding, and training of the agency on the new platform. For the migration of accounts from one system to another, a lot will depend on how an incumbent supplier formats its data and is able to share with Masabi. The primary

concern will be to manage tickets that are unused and lingering in system accounts. This challenge is made more complex if the incumbent supplier allows for offline tickets.

Addressing Migration Concerns

Masabi has two different approaches to migration that it has used in the past, depending on suitable existing data formats, ticket types, and cooperation from the agency:

Approach 1:

- Generate a report from the incumbent supplier identifying accounts with unused tickets
- Agency staff manually email users requesting confirmation of their desire for an account to be created and tickets migrated.
- Create accounts for users using the same email address associated with the previous account (requirement: an email address associated to the previous account).
- Using a spreadsheet of tickets extracted from the old system, bulk issue new complimentary ticket types to new accounts via the bulk issuance tool in the Justride Hub.
- Launch the new app in the app store as an updated app to the old app so that a passenger just has to update their application in order to get the new app.
- Turn off all ticket purchases in the old app to force users to upgrade.

Limitations to this approach:

While Masabi has some platform functions that support migration, there are certain limitations inherent in this approach. Fundamentally, there is no way to control when users upgrade the app, and whether users who do not upgrade the app are online. This approach will create a copy of old tickets in the new system, but at that point two copies of the same tickets exist - one in the old, one in the new - and they are not connected. An example issue this may create is that because Masabi cannot control when the user will upgrade the app, there is a risk that users who are slow to upgrade may use unactivated tickets in the old app, upgrade, and find the same old tickets available for use again for free - because new tickets were created in the Justride platform before they were used in the previous platform. Users with two devices may also upgrade their local app with some tickets left in it, use the tickets in the new app, but then use a copy of the old app on another phone to log back into their account which will still have the original tickets. These holes are difficult to intentionally discover or exploit, and will be time limited, but may well exist.

Approach 2:

- A ticket matching process could be time consuming and therefore costly, an alternative option could be for the agency to allow riders to continue using tickets on the legacy platform until they expire but prevent purchase from a certain point in time when the new app is launched.
- The new application would be launched separately.
- PR and marketing push to inform riders about when they will need to migrate to the new application.
- Eventually decrement the legacy app (no longer available in app stores). While less seamless, this second approach is straightforward for users to understand, does not risk duplicate tickets and requires minimal additional support from the agency.

PROJECT PLAN

1. PROJECT EXECUTION PLAN.

Masabi believes that the Justride platform is uniquely suited for Eagle County Regional Transit Authority as their fare payments platform and that ECRTA will find in Masabi an ideal long-term fare collection partner.

Two things are critical when considering how Masabi will accomplish this exciting project for the City of San Antonio:

1. The scope of work that will be delivered will please ECRTA's passengers while meeting the objectives of ECRTA.
2. The methodology that Masabi will adhere to will ensure a quality solutions delivery that is deployed on time. Masabi's team and plan will give ECRTA confidence that its needs are being met at every step of the program.

The proposed approach for this project will enable ECRTA to meet both their near-term needs and long-term objectives from one single SaaS platform. Masabi will provide ECRTA with a market leading, state-of-the-art fare payments platform that can be utilized to deploy mobile ticketing, allow the unbanked population to digitize cash, and facilitate integrations with alternative mobility services providers. In Phase 1 of the project, Masabi will work with ECRTA to deploy electronic validation, the proposed hardware would provide a future-proofed path towards a modern account-based fare collection system using the same platform to further deploy smartcards and, if ECRTA elects to move forward with it, cEMV (2021).

Masabi's fare payment platform can support this functionality today, and would be able to simply configure the Justride platform to serve these use cases (cEMV and smartcards) to ECRTA when ready to do so. Extending functionality from a common, existing platform suggests that Masabi's roadmap is perfectly aligned with ECRTA's broader objectives for this project.

In the near term, ECRTA can take advantage of Masabi's best-in-class mobile ticketing capabilities. For this initial deployment, Masabi will not only deliver a ECRTA branded app, but also an integrated fare purchasing and trip tools experience within the Transit app or one of Masabi's other numerous 3rd party application partners.

In summary, Masabi proposes to deliver the following solution for ECRTA:

- **Mobile ticketing:** Masabi will roll out its mobile ticketing for ECRTA through both the Transit app and a ECRTA branded mobile ticketing application within ECRTA's desired time frame.
- **Trip tools:** through the Transit app (or other Trip Planning Application) additional features can be included, such as parking, APC integrations, and real-time information. Masabi's SDK allows for integration within other mobility apps creating new sales channels for ECRTA while providing a convenient one stop location where riders can plan and pay for a journey, all from within their favorite third-party application.
- **Cash digitization:** Masabi proposes two different alternatives for cash digitization with ticket office windows. The first option is using its own technology, the Vendor Portal. The second option leverages Masabi's Integration with InComm Vanilla Direct for physical retail outlets.
- **Electronic validation:** Masabi can work with ECRTA to deploy electronic validation as described in the Proposed Approach - Phased Deployment, Phase 1.
- Additionally, several alternative enhancements are included in this proposal for ECRTA's consideration, such as:

- Pay as you Go Experience
- Best Fare Finding for Smart Card users (also known as Fare Capping)
- Paper Tickets
- Cash Digitization
- Integration via SDK into 3rd Party Applications such as the Transit App

Given that the Justride platform is deployed as a SaaS solution, as Masabi enhances the platform with additional functionality and improvements, new features will continuously be made available to ECRTA. Masabi considers input from all its clients to be vital and welcomes the opportunity to partner with ECRTA in order to identify future enhancements that will meet and even exceed ECRTA's expectations.

In partnering with Masabi, ECRTA will benefit from the current capabilities of Justride as described in the section Justride Platform Overview, while also reaping the value from a continuously improving platform. As a result, ECRTA, by being hosted on Masabi's multitenant or multi-agency platform will receive continuous software updates as well as the exciting product roadmap developments that Masabi is constantly working to deploy. The elements outlined above are just a high-level overview of what Masabi can deliver for ECRTA.

In the following section, Masabi will describe the project delivery plan and approach it will take in order to accomplish ECRTA's stated goals for this project. Additionally, a requirements matrix is included which clearly outlines Masabi's high level of compliance for the proposed solution and a full description of the Justride platform that would be deployed.

2. PROJECT APPROACH TO INCLUDE DESCRIBING INTERACTION WITH AND REVIEW CYCLE REQUIREMENTS.

Project Management Approach

Masabi has the experience, capabilities and commitment to deliver the Justride platform within the accelerated schedule proposed. The fastest implementation Masabi has undertaken to date has been completed in under a month; setting up payment credentials and training staff take up the majority of that time. Masabi has included a relatively detailed schedule demonstrating how the Masabi team will deliver Justride through an accelerated phased methodology.

Please refer to the project schedule below where Masabi has provided a schedule of how the program will meet and, in some cases, exceeds expectations. The schedule provided is based on Masabi's experience in deploying many global customers quickly and easily from its Justride platform which is built upon a robust and flexible configuration layer. This approach removes the need for time-intensive custom development and thereafter the ongoing overhead of maintaining a bespoke fare collection solution. Masabi has included in [Appendix C](#) the resumes of its experienced project team who will be responsible for deploying and supporting .

Masabi is hoping that the schedule conveys the level of experience, control, professionalism and collaboration that Masabi will utilize to ensure that this implementation is delivered successfully. The Masabi approach also provides a framework for further expansion and integration capabilities, providing a robust platform from which to introduce new services in line with changing technology and rider demands..

Collaboration is at the core of Masabi's project delivery philosophy. Masabi understands that during the project delivery lifecycle requirements may subtly change; this may be as a result of an associated project, or simply because Masabi is offering an option or feature that was not previously aware of.

This project schedule outlines an approach which is streamlined, but also adjustable during phases to accommodate any future change or requirement. Masabi's Services team will lead through each stage using best practices in the industry which have been used throughout some of the largest North American deployments to great success and development of key customer relationships which continue after the initial implementation.

Masabi looks forward to working directly with ECRTA during the initial project design phase to confirm scope, expectations and requirements to expand upon the submitted schedule into a detailed and comprehensive project control and set of deliverables.

Masabi will assist in all aspects of this mobile payments platform launch, which includes assistance across technology, integrations, partnerships, change management and stakeholder engagement, marketing assistance with representative publicity examples, marketing materials and preparedness for all aspects of go-live. Masabi will continue post implementation to monitor the success of the program through customer engagement, app reviews and metric reviews.

PROJECT MANAGEMENT METHODOLOGY

Masabi has the experience, proof points, and capabilities to deliver the Justride platform for ECRTA. The Services team will lead through workshops to quickly determine the configuration options, setup payment processing, and prepare 's organization and staff to transition to Masabi's fare payment platform with minimal disruption.

Benchmarked Best Practices

Please refer to the Appendix A here Masabi has provided a schedule of how the program will meet 's expectations and provide a foundation for expansion.. The schedule provided is based on Masabi's standard methodology and best practices in deploying global customers quickly and easily. The Masabi team is focused on making the best decisions, benchmarked across key US agencies and has extensive knowledge of how to take agencies through the full life cycle of deployment, including cultural adoption, user readiness and marketing messaging.

The project schedule provided conveys the level of experience, control, professionalism and collaboration that Masabi will utilize to ensure that this implementation is delivered successfully. The Masabi approach also provides a framework for further expansion and integration capabilities, providing a robust platform from which to introduce new services in line with changing technology and rider demands. Above all, the schedule demonstrates Masabi's ability to deliver a full solution meeting 's requirements by mid November 2020.

Configuration Workshops

Masabi Services brings simple to use decision support templates and standard work plans to each deployment which accelerates the project timeline as the project team leads everyone through the Configuration Workshops. Each Configuration Workshop layers upon each stage to quickly build out a "First-Look UAT build" so that can quickly and easily envision the final implementation and spend more time on customer migration, adoption, training rather than waiting for code to be delivered, and having to wade through multiple versions of designs and wireframes.

Team Based Collaboration

Masabi assigns a team of experienced transit savvy people to each engagement. This team based approach ensures that there is project knowledge built into all roles that interact with the agency whether it is the training person talking to customer care, a technical consultant speaking with maintenance and operations or the business analyst understanding fare products and policies.

Masabi Services becomes part of an agency's internal team; the focus is on understanding the strategies, culture, operational process and geographic dynamics of each agency, and using this information to drive the best decisions, and quickly based upon similar situations that the team has experienced.

Project Control and Planning

The Masabi Services team keeps rigorous control of each project through project management, planning strategies, detailed documentation, and risk management. Team members are certified project manager or Agile Scrum certified and use these disciplines to manage project risk quickly and effectively. At each project stage, the team will communicate project requirements, assist in removing internal barriers, effectively control inputs and outputs as required to move through each stage in the project lifecycle as outlined in Appendix A.

Masabi looks forward to working directly with Eagle County Regional Transportation Authority during the initial project design phase to confirm scope, expectations and requirements to expand upon the submitted schedule into a detailed and comprehensive project control and set of deliverables.

3. WORK PLAN TO INCLUDE A TIMELINE FOR WHEN CERTAIN CORE SYSTEM FEATURES WILL BE AVAILABLE

This was described in the proposed approach section of Masabi's proposal. For ECRTA's convenience, this is duplicated below.

Proposed Approach – Phased Deployment

Mobile First Approach

Masabi's SaaS platform is built to be flexible, extensible, and scalable. Utilizing a mobile first approach allows Masabi to offer rapid deployment to agencies for its core mobile ticketing functionality with additional features and capabilities being activated on a modular basis. A key advantage of this approach is that not only agencies can go live with mobile ticketing technology much faster than a custom-built solution. In addition, it allows agencies and its riders to become accustomed to the new system over time through incremental deployment phases. The scope of these phases is easily adjustable to meet 's needs.

Phase 0 – Accelerated Mobile Ticketing (visval, web portal) → 2020 Q4 (October/Nov)

In order to meet ECRTA's desire to launch a new solution as quickly as possible, Masabi proposes an accelerated first phase (which is entitled Phase 0) consisting of mobile ticketing with Masabi's industry-leading visual validation technology. This deployment would entail pre-purchase mobile ticketing in a -branded Justride Retail application and an optional integrated trip planning and ticketing sales channel through Transit App.

Masabi anticipates being able to deploy this within 60 days from notice to proceed.

Phase 1 – Mobile Ticketing Electronic Validation (Route-based fare rupees, SVA, cash top-ups → vendor portal at agency locations, PDF printed tickets at agency windows) → 2021 Q2

Following the successful deployment of Justride mobile ticketing, this new phase of the proposed deployment will involve the installation of Masabi's electronic validation equipment and the launch of additional sales channels. During this phase, Masabi would introduce electronic validation to increase the security of the mobile ticketing solution using Masabi's Justride Validator and advanced Inspect validation software. Masabi understands that ECRTA uses differentiated vehicles for Regular and Premium Routes, if so, no CAD/AVL integration is required to electronically validate tickets and passes automatically as the validators are simply configured for their respective route (the PAYG case is

covered in detail in Phase 2). If vehicles are regularly switched between routes then electronic validation will be based on audible feedback to the driver on a scan event.

Within this phase, Masabi will also deploy stored value accounts that can be used as a funding source to buy pre-purchased mobile tickets. This feature is one approach for serving unbanked and underbanked passengers, and is an intermediate step to full account-based ticketing in Phase 2.

Simultaneously, Masabi will deploy additional sales channels to make tickets and passes available to passengers through multiple means. These features will not only provide new paths for riders to purchase fares, but also make fare products available to a broader array of passengers through programs explicitly designed to serve business and institutional partners and cash-dependent riders. These sales channels include:

- Web Portal - a website that allows users to purchase mobile tickets, and optionally, print-at-home PDF tickets
- Partner Portal - a web-based interface that allows business and institutional partners to manage mobile tickets for their members
- External Orders API - an API that allows the same functionality of the Partner Portal to be integrated into an existing website
- Vendor Portal - an additional module within the back office that allows passengers to pay in cash to purchase tickets or load stored value at ECRTA ticket windows

Finally, the introduction of electronic validation serves as a crucial necessary prerequisite to turn on account-based Pay-as-you-Go ticketing in Phase 2.

Phase 2 – Account Based Ticketing Pay as You Go (route & discount/entitlement based PAYG, AVL integration if current work is reusable, smartcards, retail network, paratransit) → 2021 Q3

Once Phase 1 is fully live and passes a user-testing pilot phase, ECRTA will be ready to launch its full account-based Pay-as-you-Go (PAYG) system. Upon boarding a bus, a passenger will simply present the account token of their choice (a mobile barcode or smart card) and the validator will automatically deduct the appropriate amount from the passenger's account held in the cloud-hosted Justride back office. Justride's intelligent fare engine applies fare capping to ensure that passengers are always charged the best fare. In addition, the following infrastructure will also be deployed in this phase:

- Justride ECRTA branded smart cards
- Optional Upgrade - InComm top-ups at retail outlets

During this phase Masabi will use an onboard integration with ECRTA's CAD/AVL system to validate differentiated fares on Regular and Premium Routes. For this integration, Masabi is proposing for ECRTA the following options:

- Implement PAYG based on the bus' route without a CAD/AVL integration. This will incur no additional integration cost but is only possible if the Premium Route vehicles and regular route vehicles do not switch their route (i.e. vehicle on premium route is moved to service a regular route).
- Implement PAYG based on the bus' route with AVL route data, integrating with the Clever Devices CAD/AVL system. This will be subject to further discussions with Clever Devices and assumes that the Clever Devices units will be using the same API version (1.4), as previously integrated by Masabi.

Future Expansions and Additional Functionality

Finally, with account-based-ticketing fully live and operational, future upgrades will be available to further improve rider experience. These will include:

- Partner card management - additional functionality to allow business and institutional partners to directly administer all aspects of ordering, issuing, and managing Justride smart cards for their members
- Thermo-printed single tickets using Vendor Portal
- Contactless Bank cards using cEMV technology as open loop payment mechanism for ABT Pay as You Go, with best fare finding for riders.

A key advantage of Masabi's SaaS methodology is that as the platform continues to grow and expand, all Justride agencies benefit from the ongoing updates to the central platform. This approach ensures that ECRTA's fare collection system is able to scale and evolve overtime as technologies and needs change without having to incur the costs and disruptions associated with re-procurement. Masabi has detailed in its Additional Functionality section some of the upgrades that can be made available to ECRTA as future updates.

Functionality by Phase Table

As a summary of the presented phases above, a table is presented below for ECRTA 's convenience including the functionality to be provided in each of the phases.

Functionality	Phase	Quarter
Rapidly deployed visually validate mobile ticketing	Zero	Q4 2020
Justride Hub (back office)	Zero	Q4 2020
Web Portal (sales channel)	Zero	Q4 2020
Integration Into 3rd Party Trip Planning Application (such as the Transit App)	Zero	Q4 2020
Mobile ticketing with Electronic Validation (Justride Validator)	One	Q2 2021
Paratransit Service	One	Q2 2021
Automatic Vehicle Location (AVL) Integration	One	Q2 2021
Partner Portal (sales channel) - <i>if option selected</i>	One	Q2 2021
Vendor Portal (sales channel) - <i>if option selected</i>	One	Q2 2021
Retail Networks for SVA top-ups (sales channel)	Two	Q4 2021
Paper Tickets, ability to print	Two	Q4 2021
Smart card as account token rollout	Two	Q4 2021

4. SCHEDULE

The project schedule is included in the Appendix A of this document.

5. TESTING AND VALIDATION APPROACH

Quality assurance is an integral part of the Masabi Deployment program and the Justride SaaS platform due to the critical nature of ridership use and service uptime requirements. There are four distinct Testing and QA cycles for any given customer:

- A. Initial Setup and Configuration of the Justride Platform
- B. Justride Roadmap of new features continuously developed and tested, to be added to the Platform, some of which may be Customer-specific following Change Requests; this is a fairly standard Agile development process.
- C. Rollout of code updates, either as updated Client Apps on the relevant app stores or as Server updates pushed onto the Justride Cloud.
- D. Maintenance of a live service for the Agency, including receipt of NonConformance Reports.

Through its deployment methodology Masabi conducts a standard set of deployment gates. These deployment gates release incremental functionality, stage the user experience, create a controlled rollout program for quality and testing assurance in active ridership markets, allow for stakeholder review and feedback and facilitate early adopter programs to remove usability risk in a successful launch. An agency may decide to adopt one or all Deployment Gates:

1. Prototype App – A wireframe click-through app which demonstrates standard expected workflows in mobile ticketing (Select Fares, Routes, Buy Ticket and Store Tickets) and a degree of branding.
2. Preview App – An app which is configurable to an initial set of requirements based 100% on standard Justride Platform functionality. Will demonstrate initial Branding, Workflows, and Agency Fares & Tariffs.
3. UAT (User Acceptance Test) – Full mobile ticketing functionality including any customized components; a release viable candidate ready for internal testing and quality assurance reviews. End to end workflows including dummy payment transactions
4. Pilot – A controlled, user group release who act as early adopters in an open, day-to-day ridership experience. Pilot programs are also used to phase and stage a wider-deployments into smaller phased deployments to mitigate any risk or issues in sensitive markets or where there might be other infrastructure involved in the ridership
5. GoLive – Operational Release – A complete end to end application and mobile ticketing program which is a public release across all routes, lines and stations.

The Quality Assurance process for Justride deployments is designed to ensure that everything is extensively tested both as a configurable platform and as the end configuration deployed for ECRTA.

Automated software tests start with individual low-level unit test coverage of all features added to the system. Automated and manual User Interface-level tests and automated API test suites for each service in the system ensure that individual components work correctly.

High level end-to-end integration tests ensure that all parts work together as a coherent platform across all configurable options. This enables Masabi to release all services in the platform on a regular (usually bi-weekly) basis with confidence, keeping the number of changes in each release small and so decreasing the risk of any breaking problems.

App releases are handled on a slightly less frequent basis (recommended every 6-8 weeks) due to the overhead of app store management and are subjected to manual regression tests to ensure that the platform works correctly for ECRTA specifically.

6. SYSTEM RECOVERY PLAN.

Disaster Recovery

An overview of Masabi's disaster recovery plan can be found below. Upon selection, as part of its SLAs, a full and comprehensive disaster recovery plan will be provided.

Masabi's Locations:



Current Masabi AWS Region deployment:

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

Summary of current strategy:

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

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

Masabi also takes automatic daily database backups of all production databases, these are kept for 7 days.

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

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

What can Masabi's current plan mitigate against:

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

7. TRAINING.

Masabi offers a variety of customizable training programs to enable agency staff to successfully administer and support ECRTA's mobile ticketing program. Most often, training sessions are delivered via live webinars that include presentations, demonstrations, and Q&A.

Webinars are effective, convenient, and budget-friendly. Masabi can host from 1 to 45 participants per training session. The assigned account manager will work with ECRTA to develop a training schedule that meets their needs. With advanced requests, Masabi can provide ECRTA with a recording of the live sessions along with copies of the slide decks.

Training can also be delivered in-person, as pre-recorded videos (eLearning), as reference guides and job aids, or as train-the-trainer sessions. Additionally, agency staff can find an ever-expanding library of articles, tutorials, and other information via the Online Help Center.

Masabi's training programs are designed to enable agency's staff to perform their job functions at the completion of the training session. Masabi does this by explaining concepts (the "what"), demonstrating functions (the "how"), discussing scenarios (the "why"), and checking for understanding (the "what if"). Masabi also tailors all standard training content to reflect the agency's functions and applications. In this way, Masabi provides a realistic simulation of participants' actual work environment.

Masabi recognizes that as its platform continues to improve and develop, and as the mobile ticketing program grows, staff will continue to need training. To address this need, Masabi offers quarterly webinars for both beginner and advanced level audiences. These webinars are open to all Masabi customers and cover a wide range of topics including basic functionality, new features, and advanced troubleshooting.

In addition to the standard training offerings listed below, Masabi offers additional services to customize training materials and programs to meet ECRTA's specific needs.

The following are examples of courses recommended as part of the go-live preparations (this is a non-exhaustive list):

Module/ Session Name	Intended Audience	Type of Training	Length of Training Session	Max People Per Module Session	# of Sessions
What is mobile ticketing?	Beginner; all job functions	Introduction to the benefits of mobile ticketing for the agency and its riders, an overview of the mobile ticketing platform components, and a description of basic user requirements.	15 min	15	1
How to use the mobile ticketing app	Beginner; all job functions	Walkthrough of purchasing and using mobile tickets, including a live demonstration of ECRTA's mobile ticketing application.	30 min	15	1
Delivering Customer Service in the Hub	Intermediate; Customer service agents and Managers	This in-depth look at the Hub starts with a description of the customer service process and how to find and interpret information on the Manage Customer page. It includes detailed walk-throughs of all customer service functions and a discussion of use cases. A live demonstration of the Hub and mobile ticketing app will show how customer service functions appear to both the rider and the customer service agent.	90 min	15	1
Hub Administration and Reporting	Intermediate; Managers	Demonstrates Hub administration functions including bulk operations and management of users and assets. It then examines four ways of viewing and interpreting information in the Hub, from the high-level dashboard through detailed reports and customized data extracts. This session includes a live demonstration of the Hub.	90 min Or 2X 45 min	15	1
Visual Validation of Mobile Tickets	Intermediate; Ticket inspectors, Customer service agents, and Managers	Describes how to rapidly and accurately validate mobile tickets by sight. Several use cases are presented using pre-recorded or live demonstrations of ECRTA's mobile tickets.	45 min	15	1
Marketing Mobile Ticketing	Beginner; Managers	Discussion of how ECRTA can introduce and promote mobile ticketing. Several examples are shown.	30 min	15	1
Incident Monitoring and Escalation	Intermediate; Customer	Describes Masabi's incident management process. It includes a demonstration of how to use the Online Help Center	30 min	15	1

	service agents and Managers	(Zendesk) to create and manage support requests.			
Partner Programs	Intermediate; Customer service agents and Managers	Discussion of the benefits of Partner Programs and provides examples of how they can be designed and implemented. In the Hub, Masabi will walk through how the program is administered and supported.	60 min Or 2X 30 min	15	1
An Introduction to Tariffs	Advanced; Managers	Overview of tariffs. Using fictional agencies as examples, it looks at many of the required values in flat-fare and simple A-to-B tariffs. A simulated walk-through of managing tariffs in the Hub is included.	60 min	15	1
Using Transit app for journey planning and ticketing	Beginner; Customer service agents; Managers; all job functions	Introduction to Transit app features, walkthrough of trip planning in the app. Walkthrough of purchasing and using mobile tickets in the app. Overview of how customer service works at Transit.	45 min	15	1

PROJECT TEAM

Masabi was founded with a passion for transportation and integrity as one of its core principles. Since its early days, the team has grown, but these components have stayed the same. The selected project team has a diversity of experience in mobile ticketing and transportation developed over many years of experience. As a company focused solely on fare payments for transit, members of the Masabi team individually have a minimum of five years of experience in the space. Since the company was founded, over 100 person-years of effort has been invested into the company's products and services.

Behind the leadership team and the proposed project team, Masabi has a wealth of mobile developers, server technology developers, testers, graphic designers, and account managers with experience on Masabi's Justride deployments. With years of experience in developing an application for transportation, Masabi's team has full command of the drivers of success in the high-demand mobile ticketing space for transit.

Based on the unparalleled fare payments experience, Masabi has all necessary resources to ensure the on-time, on-budget implementation of this project. Behind this team will be the deployment hardened Justride platform designed specifically with the flexibility to support deployments of any scale in transit.

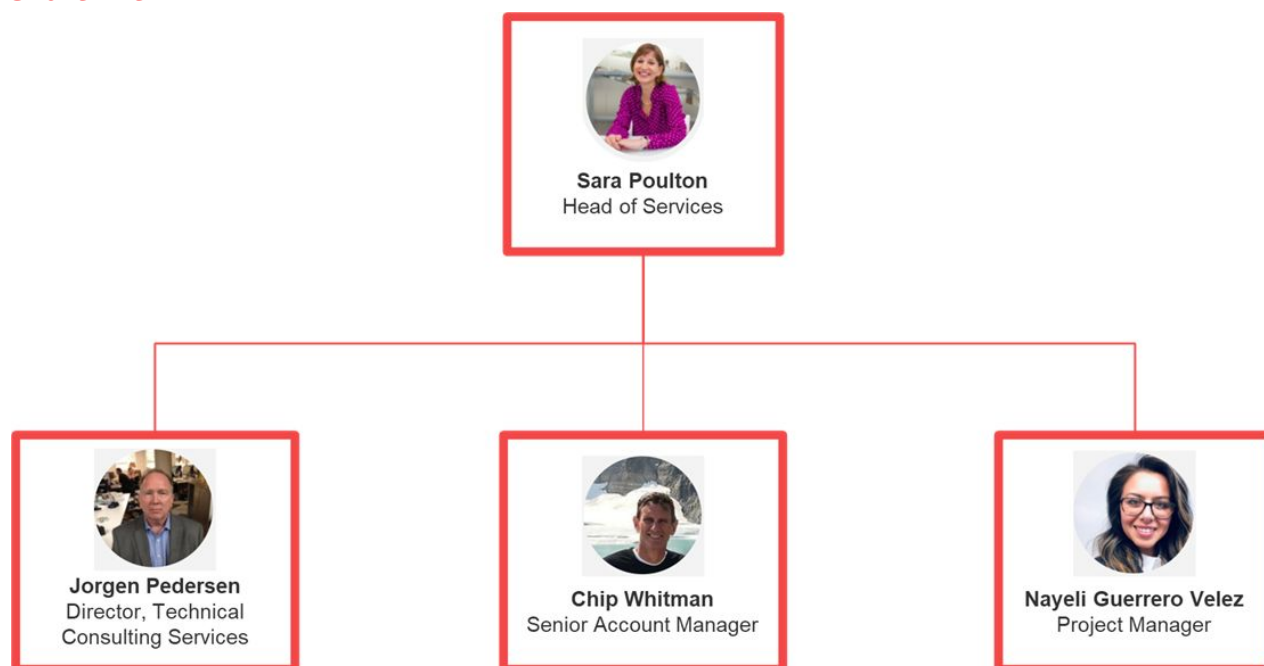
In developing a project plan and schedule, this team will ensure that appropriate resources are assigned to the development of each component of the Justride based solution. Masabi runs an agile cross-functional development process focused on bi-week iterations, aiming to provide incremental feature previews to ECRTA after each component of the project is complete. QA is embedded within the development team to ensure that all aspects of the solution are fully tested from design through delivery.

For ECRTA, Masabi will work closely with Transit to deploy the Transit App as integrated journey planning and mobile payments front-end.

Going to the specifics of the team members, Masabi has selected the following nominated personnel to make of this project a success, in case of being selected by ECRTA:

- **Nayeli Velez** will be acting as **Project Manager**, an area where she brings eight years of experience in payments and technical projects.
- Ko-Shin will be supported by **Sara Poulton, VP of Services**, who brings close to thirty years of experience as a Senior Executive in the strategic development of high performing professional services, product management and marketing organizations, and who has being responsible for the Masabi part of the organization delivering the Justride and supporting agencies for the last five years.
- Providing technical consulting to the project team will be **Jorgen Pedersen, Director Technical Consulting Services**, who bring over twenty years of experience on transportation technology projects acting as project manager and technical consultant.
- Finally, **Chip Whitman** will be providing support to ECRTA as Senior Account Manager, an area where he has twenty years of experience having managed institutions of all sizes and complexities - both in the US and worldwide.

Org Chart with



ONGOING SUPPORT SERVICES

1. POST “GO LIVE” SUPPORT THAT IS INCLUDED IN THE PROPOSAL RESPONSE.

Masabi integrates Customer Support Incident Management solutions with the agency to assist in a one customer view and an audit trail for any support or incident management.

Once the Justride system is operational, Masabi provides access to its Customer Support Center staffed by a team of qualified support engineers in the US and London from 8:00 am to 6:00 pm local time. Agents can call Support Operations during these hours or directly submit support tickets. In addition, IT support for operational issues is available 365 days a year, 7 days a week and 24 hours a day.

Internal agency teams are provided access to Zendesk, Masabi’s Internal Support Management solution. Tickets are automatically acknowledged and assigned a tracking number which is escalated to Masabi Support Engineers, and if required, Masabi Quality Assurance and Engineering. Updates to tickets are posted online and monitored in accordance with a support escalation timeline established between the agency and Masabi.

An online portal provides white papers, How To guides, Frequently Asked Questions and general educational content for customer care and support teams. It also has Release Notes for each key release so that agencies can identify new features quickly and easily.

2. TELEPHONE SUPPORT.

US Phone (Local)*

+1 (917) 810-7644

(Critical Support Option # 1 & 1)

3. HELP DESK SERVICES.

Support Contacts

Standard Support Email: support@masabi.com

Critical Support Email: criticalsupport@masabi.com

4. TOLL-FREE SUPPORT LINE.

US Phone (Toll-Free)

+1 (800) 290-8851

(Critical Support Option # 1 & 1)

5. USERS GROUP

REFERENCES

Company Name: Regional Transportation Commission of Southern Nevada (RTC)

Address: 600 S. Grand Central Parkway Suite 350, Las Vegas, NV, 89106

Contact Name: Scott Mazick, Director of IT

Telephone: (702) 676-1573

Email: Mazicks@rtcsonv.com

Describe products/services provided: Mobile Ticketing services for the RTC urban buses (including electronic validation).

Provided from August, 2016 to Date.

Company Name: Regional Transportation District (RTD)

Address: 1660 Blake Street, Denver, CO 80202

Contact Name: Tonya Anderson, Electronic Fare Operations Manager

Telephone: (720) 984-3308

Email: Tonya.Anderson@rtd-denver.com

Describe products/services provided: Mobile Ticketing services with visual validation for public transit services in eight out of the twelve counties in the Denver-Aurora-Boulder Combined Statistical Area in Colorado. Recently extended to include MaaS ticket sales through both Uber and Transit apps.

Provided from November 2017 to date

Company Name: NEORide - EZfare

Address: 1 Park Centre Drive #300 Wadsworth, OH 44281

Contact Name & Title: Katherine Manning, Director of Client Services

Telephone: 330-334-6877

Email: katherinem@otrp.org

Describe products/services provided: EZfare - Regional mobile ticketing project that allows riders to purchase and use tickets across 10+ agencies in the Ohio area.

Provided from January 2019 to Date

Company Name: Calgary Transit

Address: Bow Parkade, 234 - 7 Avenue S.W.

Contact Name & Title: Steve Waters, Leader, Development Support Centre, Client Solutions, Information Technology, CFOD

Telephone: 403.815.7235

Email: Steve.Waters@calgary.ca

Describe products/services provided: Calgary Transit is the public transit service owned and operated by the city of Calgary, Alberta, Canada. Masabi deployed a Mobile ticketing solution for the City of Calgary.

Provided from January 2019 to Date

ADDITIONAL SUBMISSION REQUIREMENTS TO DETERMINE PROPOSER RESPONSIBILITY

1. LITIGATION HISTORY

Masabi does not have any pending litigation.

A claim for alleged patent infringement was filed in the District Court for the Eastern District of Texas in the United States of America against the company in May 2016. A subsequent action was filed by the Directors with the United States Patent and Trademark Office (USPTO), to contest validity of the claimant's parent patent. This is a common strategy in US patent litigation known as an inter partes review. In December 2018, the Patent Trial and Appeal Board of the USPTO ruled that material components of the claimant's subject parent patent were unpatentable. In February 2019, the patent infringement claim in front of the District Court was dismissed with prejudice, and the claimant's subject patents were held to be invalid. The claimant then initiated appeals of these decisions to the US Court of Appeals for the Federal Circuit (CAFC), which were both dismissed on February 10th 2020, as the CAFC affirmed the previous judgements of both the USPTO and the District Court. The claimant's right to further appeal is now exhausted, and the Company is free from any prospect of liability for damages in relation to this matter.

2. FINANCIAL INFORMATION

Masabi has attached to its proposal in appendix B its most recent audited financial statements along with a letter from its CFO with regards to its financial capabilities.

3. INSURANCE REQUIREMENTS

Masabi has attached in appendix D its insurance certificates.

APPENDIX A: PROJECT SCHEDULE

APPENDIX B: MOST RECENT AUDITED FINANCIAL STATEMENT

APPENDIX C: RESUMÉS

Sara Poulton, VP of Global Services

Sara has 28 years of experience as a Senior Executive in the strategic development of high performing professional services, product management and marketing organizations. Sara is entrepreneurial and has creative leadership skills balanced by drive for growth, sales achievement and operational excellence.

PROFESSIONAL SUMMARY

As Head of Services for Masabi, Sara is responsible for service delivery, account management and support services, ensuring that Masabi's customers receive seamless implementation and ongoing support for their mobile ticketing platform initiatives. Sara has successfully developed professional services and consulting teams, and has also served as a VP of Marketing and Director of Product in a variety of enterprise B2B companies, and also successfully launched mobile applications for sales enablement.

Prior to Masabi, Sara was VP of Global Professional Services at Avention (formerly OneSource), data solutions for sales and marketing, including mobile application delivery for sales enablement and relationship managers; project management, application development, pre-sales engineering.

PROFESSIONAL EXPERIENCE

VP of Global Services, Masabi, New York,

2015 - Present

- Oversees global service organization supporting Justride mobile ticketing solution for large public and private transportation agencies worldwide, including New York, Los Angeles, Boston
- Manages all project and program management teams responsible for client deployment, including custom solution implementation.
- Leads the global account management team responsible for agency retention, adoption and growth.
- Manages the operational excellence of a worldwide support organization servicing a managed support operation and direct second level advanced support.

VP of Global Professional Services, Avention (formerly OneSource, Inc.), Cambridge, MA, 2012 - 2015

- Global leadership for Avention's Professional Services organization, including custom application development, master data management, commercial excellence solutions, sales and marketing analysis, and CRM/Marketing Automation integration.
- Global P/L responsibility for bookings and revenue attainment, utilization/profitability and performance management of a \$12 million professional services organization; grew revenues from \$3 million.
- Operational management and leadership of project managers, application consultants, business analysts, pre-sales solution architects, application developers, and project managers.
- Executive sponsor for Enterprise Accounts including GE Capital Americas, Iron Mountain, AOL, ADP, Bank of America, Price-Waterhouse, EMC, Royal Bank of Scotland, Orange-French Telecom for the implementation and development of enterprise level custom and data solutions.

Senior Director of Global Sales Operations, Thermo Fisher, Waltham, MA,

2010 - 2012

Led global sales operations for Thermo Fisher's handheld analysis division, including sales planning, channel marketing and inside sales. Key achievements include:

- Managed all annual and quarterly global sales planning processes including annual operating plans, sales compensation planning, and demand management.
- Derived and managed the company's "Channel Excellence" strategy to improve global channel distribution and marketing models, including channel management, channel marketing, technical

development and sales training. Hired and developed a channel operations and management team.

VP of Global Marketing, DigitalGlobe Inc., Longmont, CO, 2006 - 2010

Led the global marketing organization for DigitalGlobe, a \$275 million NYSE listed company, the leading provider of world imagery solutions for governments, enterprises and consumer technology. Managed a staff of 19 worldwide with budgetary responsibility of \$8 million.

VP of Marketing, Tego Inc., Waltham, MA, 2005 - 2006

Co-Founder and VP of Marketing for Radio Frequency Identification (RFID) company designing and developing innovative tag technology for the global aerospace and automotive markets.

VP of Marketing, CenterStone Software Inc., Westwood, MA, 2002-2005

Directed the strategic and product marketing activities for a leading provider of internet workplace resource management (WRM) solutions including product marketing, product management, marketing communications and demand generation.

VP of Marketing, Sprockets, Inc., Boston, MA, 2001-2002

Responsible for product strategy, marketing communications and business development for an ASP web-collaboration platform serving corporate marketing, advertising and public relation agencies.

VP of Services & Solutions, eRoom Technology Inc., Cambridge, MA 1998-2001

Defined, created and marketed a multi-faceted Services and Solutions organization for the leader in collaborative Digital Workspace applications which evolved the company's strategy into an enterprise solution for the Fortune 100.

VP of Professional Services, Advanced Visual Systems, Waltham, MA, 1997-1998

Responsible for the development and strategy of a worldwide professional services organization providing visualization enterprise solutions to technical and commercial markets.

Director of Product Management, OneSource Information Services, Cambridge, MA, 1991-1997

Led product management and engineering teams for business intelligence and marketing solutions

Investment Research Consultant, Datastream International Inc., London, UK, 1989-1997

Managed a portfolio of investment banking and financial management accounts for a financial information solution company

Senior Mergers & Acquisitions Analyst, Extel Financial Ltd, London, UK, 1986-1989

Performed mergers and acquisition research for a financial information services company.

EDUCATION

- Simmons College- Masters in Business Administration
- University of London - BSc Economic History

Nayeli Velez - Project Manager

8 years experience as a project, program and content manager for payments and other technically-oriented projects. Experience with Scrum, working with developers across multiple time zones. Track record of building trusted partnerships with clients and cross-functional stakeholders. An empathetic problem solver, bringing a strong perspective to identify the gaps and drive positive change.

PROFESSIONAL SUMMARY

Nayeli is an experienced project manager who will be working alongside Ko-Shin on project control and management of all facets of the platform deployment. Prior to Masabi, Nayeli was a product manager at Visa, and project manager for more than seven years in different engineering organizations.

PROFESSIONAL EXPERIENCE

Senior Project Manager - Masabi, Denver, Co Dec.

2019 – Present

Acting agent to transportation agencies worldwide, integrating software and hardware for fare collection. Taking a consultative approach to advise beyond technical implementation: adoption management, community planning and awareness, partner management and operations control.

- Working with agencies at all levels to develop full-fare collection and MaaS (Mobility-as-a-Service) solutions
- Creating and manage delivery schedules and budgets
- Negotiating critical roadmap requirements with internal development teams
- Managing complex projects and relationships at the most senior levels
- Working with business development and account managers to scope requirements, define feasibility and cost estimation for new or existing opportunities
- Leading status meetings, steering committees, to represent the agency voice and negotiate strongly for the agency on timelines, requirements, customization, integration and enhancements
- Assessing project and executive risk to implement controls, communication and risk management strategies

Product Manager - Visa Inc., Foster City, CA

Aug. 2018 - Sept. 2019

Managed 15+ Visa consumer websites. Facilitated smooth client on-boarding from gathering requirements through build, launch and ongoing maintenance. Managed Agile development team backlog and product roadmap. Triage enhancements to prioritize based on severity, contractual obligation and team workload.

- Collaborating closely with the engineering team to create client-specific layout needs and launch new features such as, single sign-on and API integrations then creating training, documentation, and marketing assets. Created a new on-boarding process, successfully launching four new sites.
- Identified product gaps to help shape the broader product roadmap and strategy to solve problems for customers. Guided the engineering team through over 20 product releases.
- Primary point of contact helped cross-functional teams like marketing, sales, operations support answering any questions as a true “product expert”.
- Tracked and defined KPIs leveraging Google Analytics tags, reporting quarterly to all stakeholders.

Senior Project Manager - Lieberman Research Worldwide, Los Angeles, CA, Jul. 2014 – Aug. 2018

Worked in a fast paced environment to plan, execute and complete projects. Set project milestones and identified key wins and risks. Acted as an internal consultant to the company, guiding them

through best practices, use of proprietary software and created new process rules to increase operational efficiency to maximize project outcome and cut waste.

- Allocated engineering resources across all company projects based on project scope, timing, personnel outages and changing needs. Managing distribution of 100+ projects across 30 local and off-site developers.
- Solved company wide operations problems through a deep understanding of projects and people's needs. Then implementing an empathetic solution through documentation and training. Solved company wide issues with translating surveys by hiring new translation partners, created and documented new processes and ran company wide training. Saved the company \$200K+ in translation inefficiencies.
- Communicated tactical process decisions and plans, project status, issues and workarounds, in order to achieve alignment across all stakeholders. Managing 25+ projects at a time with various levels of complexity.

Qualitative Research Associate

Main analyst for market research projects with various clients (CPG, finance, beauty, electronics, non-profit) to understand customer journeys, brand perceptions, subject matter insights using various qualitative research methodologies to uncover business solutions.

- Experience as an analyst and moderator in various qualitative methodologies; user experience research, blogging, focus groups, one-on-one interviews, and shop-alongs. Uncovering deep consumer insights to generate recommendations to solve business problems and user issues.
- Managed target population screening, recruitment, and project logistics to ensure the appropriate respondents were selected according to the research proposal and objectives. Created a new process for reporting recruitment and managing vendors, creating a new standard for efficient screening.

Program Manager - Distance Learning Providers, Inc. Los Angeles, CA Nov. 2011 – Jul. 2014

Conducted on-boarding of pharmaceutical companies to use SaaS proprietary software. Consulting during sales meetings, gathering requirements, planning, managing launch and ongoing operational support. Managed the client relationship, software maintenance and internal operations team to ensure the product experience was running optimally.

- Juggled responsibility of serving as the voice of the client interest and internal team by focusing on promised scope and budget, avoiding scope creep and considering enhancements when necessary. On-boarded two pharmaceutical companies, each with 1000+ users, including setting up accounts, making software enhancements and creating FDA approved training.

SKILLS

Experience managing technically complex, cross-organizational, global, and multi-stakeholder projects. Knowledge of Software Development Life Cycle (SDLC), waterfall, Agile (Scrum), use of JIRA. Strong analytical, mediation and problem resolution skills. Excellent time management, communication, collaboration and organization skills.

EDUCATION

- UCLA - Sociology, Aug. 2008
- Beijing Normal University - Mandarin Chinese Language Intensive Concentration, Aug. 2008
- General Assembly - User Experience Design, May 2018
- The Braintrust Consulting Group - Product Owner Certificate, Sept. 2018

Jorgen Pedersen, Director Technical Consulting Services

Jorgen has more than 20 years of experience in transportation technology and acts as both a senior program manager as well as the technical consulting liaison specifically assisting with system integrations and technical support.

PROFESSIONAL SUMMARY

Jorgen has been responsible for the delivery of many cutting-edge technology platforms and approaches within the traffic and transit sectors. He served as Vice President for Innovative solutions identifying and delivering new technologies to further promote the delivery of real-time and predictive solutions for both road and rail-based transportation. He was invited, and subsequently served as the UK lead for several European Union led initiatives to further promote the delivery of travel information through mobile technologies. Technical responsibilities therefore included hardware and software integration across a wide range of transport related programs including ATIS (Advanced Traveler Information Systems), ATMS (Advanced Transport Management Systems), EAM (Enterprise Asset Management), ICM (Integrated Corridor Management), Predictive Transportation Systems, and many more.

PROFESSIONAL EXPERIENCE

Masabi – Director – Technical Consulting Services

October 17- Current

- Responsible for the delivery of customer specific solutions supporting the Masabi mobile ticketing platform, including hardware integration static and on vehicle validators, software integration to external solutions providers such as CAD/AVL systems, TVM's, MDT's integrated Fareboxes etc.
- Also responsible for the delivery of SDK implementations and supporting third parties to integrate mobile ticketing into third-party mobile based platforms.

MTA - Director EAM Program Manager (Metro North & MTA)

January 15 – October 17

- Responsible for the delivery of an Enterprise Asset Management (EAM) program for the MTA and Metro North Railroads.
- Transitioning the program from conceptual design to solutions delivery within a framework of programmatic risk minimization.
- Also responsible for the definition, design and delivery of MTA HQ's EAM Enterprise projects, including the delivery of cross agency IT infrastructure, data hierarchies, external systems integration activities, and an approach to maximize cross agency synergies through a process of Business Process Reengineering (BPR).

Program Manager (Allied Vision Technologies)

March 14 – January 15

Operational responsible for the design, development and manufacturing of an ITS IP Smart camera, to revolutionize ITS camera technology, enabling a single camera to be used for a number of different tasks. The introduction of smart technologies enables a camera to undertake on-board processing at the front end, thereby reducing overall bandwidth requirements while providing real-time ANPR (Automatic Number Plate Recognition) data.

Vice President, Program Manager, Advanced Technologies (Iteris)

June 12 – March 14

- Responsible for the investigation and assessment of new and emerging technologies, as well as identifying how technologies, processes and approaches can be leveraged within the traffic and transportation arena to deliver quantifiable improvements over current systems.
- Responsible for Advanced Traveler Information Systems (ATIS) and the delivery of programs to promote real-time and predictive information availability.



Vice President, North American Products (Telvent)

January 10 – May 12

- Responsible for all Advanced Traveler Information Programs, the creation and delivery of Telvent Transportations SaaS and IaaS initiatives and the delivery of novel, well-conceived travel information and travel related customer facing programs. Responsible for the delivery of the Information strategy, R+D programs for all products and the delivery of new innovative technologies, including (NFC) Near Field Communications. Delivered algorithms and processes to maximize the utilization of real-time information, and through trend analysis deliver very accurate predictive assessments which are then used to monitor, manage and inform.
- As part of this role I have presented at a number of conferences, as well as delivered webinars on a number of topics ranging from ITS Revenue Generation to ICM Integrated Corridor Management.

Senior Program Manager (Consultant, TfL/London Underground)

January 91 – Oct 08

- Refurbishment and Technology upgrade of London Underground's Network Operations Centre (NOC). This program took account of all elements of delivery including a multi-redundant operational environment, completely new infrastructure including, new data center, multi-redundant infrastructure and telecommunications and the delivery of a number of bespoke applications. The environment accepts CCTV images from all cameras across London through an adapted feed from the BTP (British Transport Police).
- Responsible for several business transformation and improvement programs which included the TfL London Journey Planner, the delivery of the real-time IT/IS strategy and technical architect for the London's i-us AVL program, fares apportionment, information dissemination across e-enabled channels, and electronic data collection.

Senior Program Manager (Consultant, bd Systems)

August 06 – May 09

- Delivering the technical solution for the San Francisco 511 web portal (multi-modal Journey Planner utilizing Interactive Voice Recognition IVR). This involved the full understanding and implementation of real-time and predictive systems, communications, infrastructure, IVR, hosting environments and system integration activities.
- The contract required a multi-redundant high availability (99.999%) hosting environment. Two data warehouses were created in a hot-hot configuration, ensuring that even in the event of failure one was more than sufficient to take the complete load.
- This solution won several awards for best government system and a Webby for web design.

Senior Program Manager (Consultant, BT) - Essex County Council

December 04 - June 05

Responsible for Highways & Transportation programs. This included office restructuring and a business realignment program, covering multiple offices in multiple locations and relocating 800+ users and included the delivery of new networked environments. A major cross-group change program was initiated, covering communications across stakeholders and users and required influencing at the highest levels.

EDUCATION

BSc equivalent in Transportation Engineering and Planning (Assessed 2009)

AWARDS AND NOMINATIONS

- ITS awards for Innovation, best of breed, design and implementation.
- London Journey Planner – Best Improvement in Customer Information 2001
- Nominated BCS Project Manager of the Year 2001.
- San Francisco Trip Planner – Best Government System 2004; Webby – website design/usability 2004

- NOC Operations Center – 3rd place Best Operations Center 2008

Chip Whitman, Senior Account Manager

Chip has 20 years of experience having managed institutions of all sizes and complexities - both in the US and worldwide. Based in Denver CO, he provides day-to-day close support and availability to Agencies to ensure successful Masabi deployments.

PROFESSIONAL SUMMARY

Chip is responsible for Account Management in the western US, working closely with agencies to get the most value from their investment in the Justride platform. He helps Agencies expand adoption of mobile ticketing into new channels, provide strategic guidance to new product functionality and its use at an agency, creating new business partnerships with SDK applications and providing the senior customer interface and the voice of Masabi to the agency on day to day issues. Chip brings extensive experience in client relationship management, project management, and managing implementation of complex solutions to the Masabi Services Team.

PROFESSIONAL EXPERIENCE

Senior Account Executive, MASABI LLC, London, UK/Denver CO **2018 – present**

- Account Management responsibility in the western US, working closely with agencies to get the most out of their Masabi implementation.
- Responsible for helping client agencies to expand adoption of JustRide across their customer base and be the main interface between the client and Masabi.

Sales Consultant, DUN & BRADSTREET (D&B) INC. (formerly Avention Inc.), Concord, MA, 2014 – 2017

- Delivery of custom data solutions and pre / post- sales support.
- Built strong relationships with key accounts (Waste Management, PwC, EMC/Dell, Citrix, etc) for custom data solutions.
- Became trusted technical solutions advisor for both key external and internal customers.
- Led multiple internal & external projects including data cleansing and augmentation, trigger/signal delivery, DataVision, MDM and API solutions utilizing Agile methodologies.
- Initiated and led both daily project management calls and weekly meetings to identify problems, increase cross communication/learning and ensure timely delivery of custom projects.
- Developed customer- and inward-facing technical requirements and implementation documents for clarity, cross-selling/up-selling and improved customer satisfaction.

Director, Sales Operations, ACRONIS INC., Burlington, MA **2013 – 2014**

- Managed a three-person team in all aspects of Sales Operations and Sales Enablement/Improvement.
- Implemented improved process for more streamlined and effective customer implementations by working closely with both internal and external customers.
- Achieved improved account management and sales performance through development and implementation of Key Account Plans.
- Initiated key customer days for improved voice of customer, consistent communication and discussion about existing/future needs

Manager, Partner Management & Sales Operations, THERMO FISHER SCIENTIFIC, Tewksbury, MA **2010 – 2013**

- Managed team of two in partner enablement and sales operations. Added responsibility of Inside Sales with a team of four.
- Managed Partner program including recruitment, on-boarding, and on-going engagement of +125
- distributors and representatives.

- Developed and led monthly and quarterly partner meetings for improved communication and delivery of solutions.
- Introduced annual Partner Business Plans for a stronger relationship, identification of both existing and future needs, identification of key accounts and setting expectations.

Director of Alliances, ECOPY, Nashua, NH

2006 – 2010

- Managed three person team. Directed all aspects of channel (partner) operations for Americas / APAC including sales strategy and solution implementations.
- Developed and implemented Key Account Plans which resulted in more consistent communication, improved understanding, and a closer relationship.
- Provided training and technical know-how for partners and customers becoming the “go-to” product expert and resource.

Director of Sales Channel/Biz Development, NECST INC., Buxborough, MA

2001 – 2006

- Built and managed US/EMEA key account team of three, including both direct and partner sales.
- Teamed with Japan headquarters in coordinating and leveraging on-going sales activities outside Japan for improved key account relationships.
- Increased ongoing revenue stream from \$1M to \$5M+ through key account management and leveraging existing NECST customer relationships into new business units.

EDUCATION

- MBA, Tuck School of Business Administration, Dartmouth College, Hanover, NH
- Bachelor of Science (BS), Civil Engineering, Lehigh University, Bethlehem, PA
- Intensive Japanese Language Program, Nanzan University, Nagoya, Japan

PROFESSIONAL MEMBERSHIP

- Registered Professional Engineer

APPENDIX D: INSURANCE CERTIFICATES

APPENDIX E: MASABI STANDARD SAAS AGREEMENT - WITH SLAs

FIRST AMENDMENT TO AGREEMENT BETWEEN
EAGLE COUNTY, COLORADO
AND
MASABI, LLC

THIS FIRST AMENDMENT (“First Amendment”) is effective as of 2/20/2024 by and between Masabi, LLC, a Delaware limited liability company (hereinafter “Consultant” or “Contractor”), and Eagle County, Colorado, a body corporate and politic (hereinafter “County”).

RECITALS

WHEREAS, County and Contractor entered into an agreement dated the 21st day of December, 2021 for certain Services (the “Original Agreement”); and

WHEREAS, the Original Agreement contemplated that the Contractor would perform certain duties with compensation in an amount not to exceed **\$294,299.35**; and

WHEREAS, County and Contractor desire by this First Amendment to expand the scope of Services and compensation as set forth in the Original Agreement.

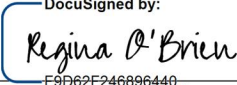
FIRST AMENDMENT

NOW THEREFORE, in consideration of the foregoing and the mutual rights and obligations as set forth below, the parties agree as follows:

1. The Original Agreement shall be amended to include additional Services as described in **Exhibit 1**, which is attached hereto and incorporated herein by reference.
2. The compensation for the additional Services set forth in **Exhibit 1** shall not exceed **\$8,314.80**, for a total maximum compensation under the Original Agreement and this First Amendment of **\$302,614.15**.
3. Capitalized terms in this First Amendment will have the same meaning as in the Original Agreement. To the extent that the terms and provisions of the First Amendment conflict with, modify or supplement portions of the Original Agreement, the terms and provisions contained in this First Amendment shall govern and control the rights and obligations of the parties.
4. Except as expressly altered, modified and changed in this First Amendment, all terms and provisions of the Original Agreement shall remain in full force and effect, and are hereby ratified and confirmed in all respects as of the date hereof.
5. This First Amendment shall be binding on the parties hereto, their heirs, executors, successors, and assigns.

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to the Original Agreement the day and year first above written.

COUNTY OF EAGLE, STATE OF COLORADO, By
and Through Its BOARD OF COUNTY
COMMISSIONERS

Attest: 
By: _____
Regina O'Brien, Clerk to the Board

DocuSigned by:

By: _____
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Matt Scherr, Chair

CONTRACTOR
Masabi LLC

DocuSigned by:

By: _____
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Print Name: Rebecca Johnson

Title: Senior Director, American Deployments

Exhibit 1 – Scope of Services

DS	Deployment Services	Line Item	Unit	Quantity	Unit Price	Extended Price
1.0	Project Management					
1.01	Project Management, Training and Integration Support					
	Project Manager		day	0.00	\$1,500.00	0.00
	Support Manager		day	0.00	\$1,000.00	0.00
1.01	Subtotal Project Management, Training and Integration Support					0.00
1.0	Subtotal Project Management					0.00
DS	Subtotal Deployment Services					0.00

EV	Electronic Validation	Line Item	Unit	Quantity	Unit Price	Extended Price
2.0	Base Electronic Validation Equipment					
2.01	Initial 2 JRVs Scope					
	JRV Validator		unit	2.00	\$1,350.00	\$ 2,700.00
	JRV Validator - spares		unit	0.00	\$1,350.00	\$0.00
	SAM Modules		unit	2.00	\$59.00	\$ 118.00
	Shipping - Air		unit	1.00	\$896.00	\$ 896.00
2.01	Subtotal Initial 2 JRVs Scope					\$ 3,714.00
2.02	Additional Cabling and Stanchions					
	Stanchion for JRVs		unit	2.00	\$180.00	\$360.00
	Charge guard for a JRV unit		unit	0.00	\$60.00	\$0.00
	Backing plate for stanchion - 2 per stanchion		unit	4.00	\$80.00	\$320.00
	Standard JRV Cables - front/main location		unit	2.00	\$175.00	\$350.00
	Standard JRV Cables - rear/alternative location		unit	0.00	\$175.00	\$0.00
	Shipping		unit	1.00	\$124.00	\$124.00
2.02	Subtotal Additional Cabling and Stanchions					\$1,154.00
2.03	On Board Hardware Management, Commissioning, and Installation Support					
	On Board Hardware Management, Commissioning, and Installation Support		unit	2.00	\$288.40	\$576.80
2.03	Subtotal On Board Hardware Management, Commissioning, and Installation Support					\$576.80
2.0	Subtotal Base Electronic Validation Equipment					\$5,444.80
EV	Subtotal Electronic Validation					\$5,444.80

EVI	Electronic Validation Installation	Line Item	Unit	Quantity	Unit Price	Extended Price
3.0	Installation Electronic Validation					
3.01	Onboard Validation Installation Services					
	Mobilization - Technician		unit	1.00	\$1,750.00	\$1,750.00
	Installation of one JRV		unit	2.00	\$560.00	\$1,120.00
	Installation Front Door		unit	0.00	\$550.00	\$0.00
	Installation Rear Door		unit	0.00	\$350.00	\$0.00
3.01	Subtotal Onboard Validation Installation Services					\$2,870.00
3.0	Subtotal Installation Electronic Validation					\$2,870.00
EV	Subtotal Electronic Validation					\$2,870.00

3.01	Total					\$8,314.80
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Hardware Warranty

Units are under full warranty for Year 1. Warranty documentation will be provided when the product ships and can be provided up on request. Optional warranty after Year 1, priced at 15% of the original unit price per year for up to 3 additional years. The Warranty term will start once Project Acceptance has been completed.

Payment Schedule

Item	Description	%	Amount
1	Upon shipment of hardware	50%	\$4,157.40
2	Upon completion of installation	25%	\$2,078.70
3	Project Acceptance*	25%	\$2,078.70

*Project Acceptance will require signature from the ECO Transit Project Manager.