
Platform Services Agreement

Between

The City of Jonesboro

and

Cubic Transportation Systems, Inc.

VERSION: NOVEMBER 2025

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1. INTRODUCTION

This Platform Services Agreement, including all attachments, any Addendum (as define below), exhibits, and documents referenced, all of which are incorporated herein by this reference (collectively, this “Agreement”), is made and entered into as of the “Effective Date” between “Customer” and “Cubic”. Customer and Cubic may each be referred to as a “Party” and together, the “Parties.” Effective Date, Customer, and Cubic definitions are as specific in Section 3.1.1 / Exhibit A1: Specific Contract Summary.

1.1 Recitals

- A. Cubic provides a range of branded Platform services as software-as-a-service applications and related support services.
- B. Customer desires to license certain Platform services in accordance with the provisions of this Agreement.

The Parties agree as follows:

1.2 Definitions

DEFINITIONS

Capitalized terms not defined elsewhere in the Agreement have the following meanings:

Term	Definition
Agreement	Means this Services Agreement, including all Exhibits and attachments hereto, as may be amended from time to time.
Applicable Currency	Has the meaning given to it in the applicable Exhibit.
Authorized Mobility Services Provider	The Customer, and any other local government entity, transit agency, or other mobility services provider authorized to utilize the Platform under this Agreement as listed in an applicable Exhibit.
Back Office	The elements of the Platform Services hosted by or on behalf of Cubic.
Business Day	A day other than a Saturday, Sunday, or public holiday in the jurisdiction specified as the Governing Law in Exhibit A1.
Calendar Day, Day	Any day shown on the calendar beginning at 12:00 midnight Pacific Time, including Saturdays, Sundays, Holidays, and Non-Working Periods.
Component Services	Means, where specified in an Exhibit, the services described in the applicable Exhibit to be provided or made available by Cubic under this Agreement.
Confidential Information	“Confidential Information” means information of a confidential nature, including, without limitation, product information, user manuals, data, pricing, financial information, end user information, software, specifications, research and development and proprietary algorithms and materials, that is (a) clearly and conspicuously marked as "confidential" or with similar designation or (b) is disclosed in a manner in which the disclosing Party reasonably communicated, or the receiving Party should reasonably have understood under the circumstances, that the disclosure should be treated as confidential, whether or not the specific designation "confidential" or any similar designation is used.
Contract Year	Each calendar year commencing on the Effective Date, or, where applicable, the anniversary of the Effective Date.

Cubic Data	The data, analytics, reporting, results, or other information made available to Customer in connection with the Platform Services, excluding Customer Data, Customer Confidential Information and Personal Information.
Cubic Marks	The trademarks, service marks, and logos owned or licensed by Cubic, as made available by Cubic from time to time for use in connection with the Services.
Customer Data	The data collected through the Platform relating to Users' use of Customer's transportation services and any analytics, reporting, or other information that Cubic provides to Customer in respect of such data as part of the Services.
Customer-Managed Third Parties	Any third-party, including equipment, services or technology providers or Customer partners, that integrates with or utilizes the Platform Services under direction or under a contract with the Customer.
Documentation	The operating manuals, user manuals; guides, service descriptions, service specifications, training materials, technical manuals; and support material relating to the Platform Services provided or made available to Customer.
Effective Date	The date specified as such in Exhibit A1, upon which this Agreement becomes effective.
Equipment	The physical hardware described in the applicable Exhibits that is required to be delivered to Customer for use in conjunction with the Platform.
Exhibit	Means a description in this Agreement which sets forth additional terms and conditions that are specific to the Services covered by such Exhibit.
Fees	The fees payable by Customer as described in Exhibit E
Force Majeure Event	An act, event, or omission beyond a Party's reasonable control, as further defined in the Force Majeure clause of this Agreement.
Full Launch	Full production launch where the Platform Services are available for use by agency passengers.
Governing Laws	The meaning given to it by Exhibit A1.
Implementation Services	The services required to configure and implement the Platform Services on behalf of Customer as set forth in Exhibit C.
Initial Authorized Mobility Services Provider	Those as set-out in Exhibit D
Initial Term	The initial duration of this Agreement as specified in Exhibit A1
Intellectual Property Rights	Trade secret rights, rights in know-how, moral rights, copyrights, patents, trademarks (and the goodwill represented thereby), and similar rights of any type under the laws of any governmental authority, domestic or foreign, including all applications for and registrations of any of the foregoing.
Liability Cap	The maximum aggregate liability of a Party as specified in Exhibit A1 and further detailed in the Limits of Liability section of this Agreement.
License Key	An alphanumeric code that enables use of the Software
Marketing Tool Kit	Marketing materials, other than Cubic Marks, made available by Cubic to the Customer for use by the Customer in its own marketing of the Services including graphics, videos and similar materials.
Mobility Service Operator	An organization that operates vehicles or transit services on behalf of an Authorized Mobility Services Provider under an agreement with such Authorized Mobility Services Provider.

Notice to Proceed (NTP)	The official start date for the Implementation Services, which shall be the Effective Date unless specified otherwise in Exhibit C.
Operating Year	The calendar year commencing on Operating Period Start Date for the first such year and anniversary of the Operating Period Start Date for each subsequent year.
Payment Gateway	Technology services facilitating the secure processing of electronic payments between Platform Services and a Merchant Acquirer.
Platform	Means the Cubic Automated Fare Collection SaaS Platform, a proprietary software-as-a-service platform for account-based fare collection and mobility management, the specific components of which are described in the Exhibits.
Professional Services	“Professional Services” means any additional services beyond that defined in the initial Scope of Work that Cubic and Customer agree that Cubic shall provide via a Change Order.
Renewal Term	As defined by the applicable Exhibit.
Revenue Service Commencement	The date at which a Service is first utilized by the Customer for commercial purposes.
RMA	Return Merchandise Authorization
Services	The Implementation Services, Platform Services, the Support Services, and related Documentation set out in the Contract Terms and Exhibits selected below. The Services includes all goods, products, licenses, services provided by Cubic under this Agreement.
Software	The software applications provided by Cubic as part of the Services.
Support Services	The support services for Platform Services as set forth in Exhibit D
Term	The Initial Term and all Renewal Terms for all Exhibits entered under this Agreement.
Transit Data	Customer’s data as it relates to service schedules, vehicle real-time locations, vehicle capacity and other such transit data as is reasonably required for the provision of trip planning and service information through the Services’ trip planning tools , in whatever format made available by Customer, including GTFS-Static and GTFS-RT (GTFS being the General Transit Feed Specification published by gtfis.org or such successor organization).
Platform Privacy Policy	Platform Privacy Policy means the privacy policy applicable to the Platform, the URL for which may be provided in an applicable Exhibit or updated by Cubic from time-to-time.
Users	The end-users of the Platform Services.
User Terms and Conditions	Where applicable, the terms and conditions governing a User’s use of the Services, as referred to in an Exhibit or as otherwise amended by Cubic from time to time.

1.3 Order of Precedence

1. This Agreement (Sections 1 and 2) excluding the Exhibits (Section 3)
2. The Exhibits

Any ambiguity, conflict or inconsistency between or among the documents comprising the Agreement will be resolved by giving precedence to the express terms of the documents in the order in which they appear above, so that a first mentioned document shall prevail notwithstanding any term or aspect of a later mentioned document.



2. CONTRACT TERMS

2.1 The Services, License Grants, and Restrictions

2.1.1 *Services Provided*

Cubic shall, during the Term, provide the Services as set out in the Exhibits and make available the Documentation to the Customer subject to the terms of this Agreement. [including complete payment of any and all applicable fees]

2.1.2 *Rights and Licenses Granted to the Customer*

Cubic grants to Customer a limited non-exclusive, non-transferable, non-sublicensable right and license during the Term, to:

- A. Use the Services during the Term solely in connection with Customer's transit operations including Authorized Mobility Services Providers; and
- B. Use and copy the Documentation other than Documentation relating to the Equipment solely for Customer's internal business operations and as may be required by law, a non-exclusive, non-transferable, non-sublicensable right and license during the Term to use the Equipment Software and the Documentation related to the Equipment solely for Customer's internal business operations. Customer shall have no rights to copy, reverse engineer, modify or decompile such Software but shall be entitled to copy the Documentation unless copying such Documentation is prohibited by a third-party copyright stated on or asserted by a third party in that document.
- C. Use, modify and copy training material provided by Cubic pursuant to Exhibit B for Customer's internal business operations.
- D. Use and display Cubic's trademarks, service marks, and logos, including Cubic Marks and logos, as made available by such Cubic (the "Cubic Marks") (i) solely in connection and as necessary to carry out its obligations under this Agreement and (ii) to market and promote the Platform Services. Any goodwill which may be acquired through the use of the Cubic Marks shall inure solely to the benefit of Cubic. Customer shall abide by such usage guidelines as Cubic may provide to Customer in writing. Cubic reserves the right to update, replace, or retire any Cubic Marks or usage guidelines at any time upon sixty (60) Days' prior notice. In such event, Customer shall cease use of the updated, replaced, or retired Cubic Marks as soon as commercially practical thereafter. Cubic shall have no liability for any costs incurred by the Customer in respect of its use of or changes to the Cubic Marks.
- E. Use and adopt for its own purposes the materials in the Marketing Tool Kit (other than the Cubic Marks) to market and promote the Platform Services. Customer shall comply with such usage guidelines as Cubic may provide to Customer in writing.
- F. Upon expiration or termination of this Agreement, Customer shall immediately cease all use of the Cubic Marks, including in any marketing or promotional materials.

2.1.3 *Exclusions*

Except to the extent expressly permitted under this Agreement, Customer shall not, and shall not permit any third party to:

- A. Copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Services, Software, and/or Documentation (as applicable) in any form or media or by any means, or attempt to do the same;
- B. Reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Services or Software, or attempt to do the same;

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- C. Access all or any part of the Services and Documentation in order to build a product or service which competes with the Services and/or the Documentation;
 - D. Use any equipment other than the Equipment as described in Exhibit B in conjunction with the Services; or
 - E. License, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, use, or make available, the Services, Software, and/or Documentation to or on behalf of any third party other than Users.

2.1.4 *Unauthorized Access*

Customer shall use all reasonable efforts to prevent any unauthorized access to, or use of, the Services and/or the Documentation. Customer shall promptly notify Cubic in the event of any such unauthorized access or use.

2.1.5 *Updates and Changes to the Platform Services*

Cubic shall be entitled to make updates and changes to the Platform Services as follows:

- A. Cubic may update and change the Platform Services in its discretion, provided that such updates and changes do not materially impact the performance of the Platform Services.
- B. Cubic may from time to time, in its sole direction and with reasonable notice to the Customer, deprecate or replace programming interfaces, file formats or other interfaces to the Platform Services.
- C. Cubic may in its sole discretion change how the Platform Services are implemented, performed, or technically constructed.
- D. For the Customer's use and enablement of major new features that are made available in the Platform Services. New features may be subject to additional fees or services terms as determined by Cubic. No new features that are subject to additional fees will be enabled for Customer without the Customer's written consent.

2.1.6 *API Access and Third-Party Integration*

Subject to the terms and conditions of this Agreement, Cubic grants Customer a non-exclusive, non-transferable right during the Term to access and use Cubic's standard application programming interfaces ("APIs"), as described in the then-current Documentation, solely for the purpose of integrating Customer's internal applications and Customer-Managed Third-Party systems with the Platform Services.

The right to access and use the APIs does not include any development, implementation, or technical support services from Cubic. Should Customer require Cubic to perform any development, integration, consulting, or support services to facilitate Customer's use of the APIs or to integrate the Platform Services with any Customer or third-party application, such work shall be considered Professional Services. All such Professional Services shall be subject to a separately executed Statement of Work or Change Order, which will detail the scope of work, timeline, and applicable fees, and will be billed at Cubic's then-current professional services rates.

2.1.7 *Use of Subcontractors*

Certain aspects of the Services may be performed by third-party subcontractors that are specific to the Services provided pursuant to this Contract ("Subcontractors"). Cubic will be responsible for the full and timely performance of such Subcontractors and the acts and omissions of each Subcontractor shall be deemed and treated as the acts and omissions of Cubic itself.

2.1.8 **Cubic Title to the Software and Documentation**

Cubic represents and warrants that it has exclusive title to the Software and Documentation or otherwise has the right to grant the license to Customer in accordance with this Agreement.

2.1.9 **Document Retention and Audit**

Customer shall have the right to audit, at its own cost and expense, Cubic's performance of the contract for a period of seven years and Cubic must retain all relevant documents to substantiate its performance of all Services other than where this Agreement requires Cubic to delete or return data related to the Services. Such audits shall be conducted no more than once in any twelve- month period (except as required by Federal, State, or local laws) by the personnel or designee of Customer during the normal office hours of Cubic and subject to reasonable notice.

- A. Except as required by Federal, State, or local laws, Customer's audit rights shall not include entitlement to any physical or independent access to Cubic systems or any rights to audit (i) the financial books or accounts of Cubic, (ii) security, (iii) in a manner that requires Cubic to disclose any information related to any other customer of Cubic or (iv) any service provider used by Cubic including but not limited to Cubic's cloud hosting provider.
- B. Cubic shall be paid for its time and expenses supporting any audit at its then-current professional services rates.

2.1.10 **Personnel**

Cubic represents that its employees and subcontractors possess the necessary skill, expertise, and capability, including sufficient personnel with the necessary qualifications, to perform the services required by this Agreement. Cubic shall provide, at its own expense, all personnel required in performing the services under this Agreement. Such personnel shall not be the employees of or have any other contractual relationship with the Customer.

2.2 **Proprietary Rights**

Customer acknowledges and agrees that Cubic and/or its licensors own all Intellectual Property Rights in the Services, the Documentation, and all modifications, improvements and derivative works thereof. Except to the extent expressly set forth in this Agreement,

- A. Cubic does not grant to Customer any license, express or implied, to Cubic's Intellectual Property Rights and
- B. nothing in these terms or the performance thereof, or that might otherwise be implied by law, will operate to grant Customer any right, title, or interest, implied or otherwise, in or to Cubic's intellectual property. Cubic, on behalf of itself and its licensors, expressly reserves all Intellectual Property Rights not expressly granted under this Agreement.

2.3 **Equipment**

2.3.1 **Cubic-Provided Equipment**

Cubic shall provide Customer with Equipment as set forth in Exhibit C. Cubic warrants that all Equipment shall be of good quality and free of any material defects or faulty workmanship for a one-year period from delivery, or, with respect to Equipment from third-party suppliers, the OEM warranty period provided by the applicable manufacturer. Applicable warranties from third-party suppliers will be provided to the Customer. Customer may extend the warranty period by purchasing extended warranty coverage in accordance with Exhibit B and subject to the fees set out in Exhibit D.

2.3.2 Title to the Equipment and Risk of Loss Transfer

Title to the Equipment and risk of loss shall transfer to Customer on delivery. For the purpose of this Section, Equipment shall be deemed delivered on the earlier of a) being received at a Customer controlled site or b) upon installation, whichever first occurs.

2.3.3 Equipment Substitution or Replacement

Cubic may substitute or replace the Equipment at no cost to Customer with alternative equipment at any time during the Term provided that such alternative equipment provides materially equivalent functionality as the replaced Equipment.

2.4 Fees and Payment

2.4.1 Excluded from Prices and Fees

Prices and Fees set forth in this Agreement are exclusive of all taxes or withholdings of any nature, (including but not limited to, withholding taxes, duties, tariffs, import and export fees, excise taxes, sales taxes, value-added taxes (VAT), goods and services taxes (GST)), and all other government levies or charges of any kind, whether federal, state, local, or foreign (collectively, "Taxes").

2.4.2 Customer Responsibilities for Taxes

Customer shall be solely responsible for the payment of all such Taxes arising from or relating to the sale, delivery, use, or performance of the goods and/or services provided under this Agreement. If Cubic is required to collect or remit any Taxes on behalf of the Customer, such amounts shall be invoiced to and paid by Customer in addition to the prices and Fees specified herein. Cubic shall invoice Fees monthly in arrears. Fees for Implementation Services shall be invoiced in accordance as set forth in Exhibit D. Unless otherwise stated in Exhibit D, Customer shall make payment for Equipment upon delivery.

2.4.3 Customer Delivery of Tax-Exemption Waives

Customer shall provide Cubic with any applicable tax exemption certificates or other documentation required to avoid the collection of Taxes by Cubic.

2.4.4 Customer Obligations for Prompt Payment

Customer shall pay in full all invoices submitted by Cubic within 30 Days of the date of submittal. All fees are stated, and payment shall be made, in the currency stated in Exhibit A1. Any undisputed amounts remaining unpaid following the payment due date and all payments disputed by Customer in good faith that are paid following the resolution of such dispute shall bear interest accruing from the original payment due date through the date that such amounts are paid at the lower interest rate of (a) 1.0% per month and (b) the highest interest rate allowed by law. Without limitation of Cubic's other rights or remedies, in the event that Customer fails to timely pay any invoiced amounts that are not the subject of a good-faith dispute, Cubic may, after providing written notice to Customer and an additional 10 Business Days to pay such amounts, suspend access to all or part of the Services and Cubic shall be under no obligation to provide any or all the Services until all such undisputed amounts are paid.

2.4.5 Fee Adjustments for Third-Party Services or Equipment

In the event that Cubic's costs for any third-party equipment or services required to provide the Services increase, Cubic reserves the right to increase the corresponding Fees payable by Customer. Cubic shall provide Customer with at least thirty (30) days' prior written notice of any such fee adjustment. Upon receipt of such notice, Customer may either (a) accept the fee adjustment, which will take effect at the end of the notice period, or (b) terminate the specific part of the Services affected by the fee adjustment by providing written notice to Cubic prior to the effective date of the change.

2.4.6 **Renewal Terms**

Cubic shall be entitled to increase the Fees for Platform Services at the start of each Renewal Term.

2.5 **Data Rights and Protection**

2.5.1 **Customer Data Ownership**

As between the Parties, Customer shall own all right, title, and interest in and to the Customer Data. Customer Data shall be treated as Customer's Confidential Information.

2.5.2 **Cubic Data**

As between the Parties, Cubic shall own all right, title, and interest in and to the Cubic Data. Cubic shall collect, use, process, and share Cubic Data in accordance with the User Terms and Conditions, the Platform Privacy Policy, and all applicable laws. Cubic Data shall be treated as Cubic's Confidential Information.

2.5.3 **Cubic Use of Customer Data**

Cubic may use and disclose Customer Data solely:

- i. To provide the Services to Customer and to otherwise perform its obligations under this Agreement;
- ii. In accordance with the Platform Privacy Policy;
- iii. For Cubic's internal business purposes, including to operate, manage, maintain, and improve Cubic's products and services;
- iv. On an aggregated and anonymized basis for business operations, provided that such use does not permit a third party to associate any data with Customer; and
- v. If required by a court order, law, or governmental agency, subject to the confidentiality provisions of this Agreement.

2.5.4 **Security**

Cubic shall maintain and operate the Platform Services in compliance with its information security management policies, which will address, at a minimum:

- i. Compliance with applicable statutory, regulatory, and legal requirements, including PCI-DSS;
- ii. Implementation and maintenance of security practices in compliance with industry best practices; and
- iii. Organizational risk management, security monitoring practices, and physical security measures intended to protect its facilities and systems from loss, damage, or other occurrences that may result in the Platform Services being unavailable.

2.6 **Warranties and Disclaimers**

2.6.1 **Cubic's Express Warranties**

Cubic warrants that:

- i. The Platform Services will be free from material defects and conform in all material respects to the descriptions set forth in the applicable Exhibits and Documentation, as updated by Cubic from time-to-time;
- ii. The Implementation Services will be performed in a professional manner by persons qualified and skilled in their occupations; and

-
- iii. It has and will maintain all necessary licenses, consents, and permissions necessary to perform its obligations under this Agreement.

2.6.2 Disclaimer of Other Warranties

EXCEPT FOR THE EXPRESS WARRANTIES MADE BY CUBIC IN THIS AGREEMENT, AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SERVICES ARE MADE AVAILABLE TO CUSTOMER "AS IS." CUBIC EXPRESSLY DISCLAIMS ANY AND ALL OTHER REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, NONINFRINGEMENT, OR TITLE.

2.6.3 Limitation of Liability for Service Use

Without limiting the foregoing disclaimer, Cubic will have no liability for any: (i) errors, mistakes, or inaccuracies of information not caused by Cubic; (ii) any unauthorized access to or use of the Services not caused by Cubic's breach of its security obligations; (iii) any interruption of transmission to or from the Services caused by third parties; (iv) any bugs, viruses, or trojan horses transmitted on or through the Services by any third party; or (v) any loss or damage of any kind incurred as a result of the use of the Services in a manner not authorized by this Agreement.

2.6.4 Cubic-Provided Warranty for Equipment

2.6.4.1 Cubic Warranty Terms

Equipment warranty terms are as follows:

- i. Cubic proprietary equipment shall be covered by a one-year (1-year) warranty commencing from the date of delivery of such hardware ("Standard Warranty Period").
- ii. All other equipment, inclusive of non-Cubic proprietary equipment, shall only be warranted to the extent there is an OEM warranty applicable, copies of which will be provided to Customer.
- iii. Cubic's warranty liability is limited to the repair or replacement of faults not caused by misuse or abuse, or from normal wear and tear. Cubic's warranty liability excludes faults contributed to by Customer's failure to maintain the equipment in accordance with the written manuals, training materials or formal written maintenance instructions issued to Customer;
- iv. Warranty repairs may only be completed by Cubic.
- v. Consumable parts including brackets, cables, batteries, and accessories are excluded from the warranty. Customer may purchase such parts from Cubic or a third party providing that Customer shall be responsible for costs of repairing any damage caused to the Equipment caused by the use of any non-conforming consumable part not purchased from Cubic.

2.6.4.2 Non-Warranty Repair

- i. All Equipment sent into Cubic for repair not under warranty will still require an RMA prior to shipping and will be subject to Cubic's then-current and published repair fees and policies. A minimum fee will be charged even if the device is found to have no fault or defect.
- ii. By submitting the non-warranty Equipment for repair, Customer agrees to pay Cubic's then current fees for parts, materials and labor needed for repairs.
- iii. Cubic shall not be under any obligation to perform non-Warranty repairs under this Section. Where no RMA is given, Cubic is not responsible for any unreceived, lost, or misdirected Equipment.

2.6.4.3 Equipment Substitution

Cubic may substitute or replace the Equipment, at no cost to Customer, with alternative Equipment at any time during the Term providing such Equipment shall provide at least the same functionality as the original Equipment.

2.7 Customer Obligations

2.7.1 Required Cooperation and Access

Customer shall provide Cubic:

- A. All necessary cooperation in relation to this Agreement; and
- B. All necessary access to such information as may be required by Cubic in order to provide the Services, including but not limited to Customer Data, Transit Data, security access information and configuration services; and
- C. And its Subcontractors for trip planning purposes a non-exclusive, royalty-free, sublicensable, worldwide, non-exclusive right and license to access, use, distribute, modify, publicly perform, and display Transit Data, including the right to sublicense such rights to Subcontractors. Such right and license is valid only for the Term of the Agreement and shall terminate upon the expiration of the Agreement.

2.7.2 Law and Regulation Compliance

The Customer shall comply with all applicable laws and regulations with respect to its activities under this Agreement;

2.7.3 Customer Responsibilities

The Customer shall carry out all other Customer responsibilities set out in this Agreement in a timely and efficient manner. In the event of any delays in Customer's provision of such assistance as agreed by the Parties, Cubic may adjust any agreed upon timetable or delivery schedule as reasonably necessary and Customer shall be liable for any reasonable and demonstrable costs related to such adjustment;

2.7.4 Licenses, Consents, and Permissions

The Customer shall obtain and shall maintain all necessary licenses, consents, and permissions applicable to Customer that are required for Cubic, its subcontractors and agents to perform their obligations under this Agreement, including without limitation the Services;

2.7.5 Network and System Compliance

The Customer shall ensure that its network and systems comply with the relevant specifications provided by Cubic. Failure to do so that results in degradation or suspension or non-commencement of the Services shall not constitute a Breach of this Agreement on the part of Cubic.

2.7.6 Network and Telecommunication Links

The Customer shall be solely responsible for procuring and maintaining its network connections and telecommunications links from its systems to Customer's data centers, and all problems, conditions, delays, delivery failures and all other loss or damage arising from or relating to Customer's network connections or telecommunications links or caused by the internet.

2.7.7 Data, Approvals, and Other Deliverables

The Customer shall provide required data, approvals, and other deliverables as required by Cubic to perform its obligations, including any implementation schedules, under this Agreement.

2.7.8 PCI-DSS Practices

The Customer shall implement and execute PCI-DSS practice as required by the responsibilities assigned to the Customer including but not limited to security policies and operational procedures, inspection of equipment for tampering, and personnel training.

2.7.9 Physical Access to Customer Buses, Trains, and Installation Sites

The Customer shall permit Cubic and its agents reasonable access to Customer's buses, installation sites and to the premises in which Customer conducts its business and furnish to Cubic other information as Cubic may reasonably request for performance of the Services.

2.7.10 Data Services

The Customer shall, unless specifically agreed otherwise in writing, provide and maintain the data services required for the Equipment to communicate with the Platform Services.

2.7.11 Customer-Managed Third Parties

The Customer shall, unless otherwise specified in this agreement manage and be responsible for any Customer-Managed Third Parties.

2.7.12 Public Relations and Marketing

Unless otherwise specified in this Agreement and/or Exhibits, the customer shall be responsible for public relations and marketing as it relates to services provided by the Customer that utilize the Platform Services.

2.8 Indemnity

2.8.1 Indemnification by Cubic for Intellectual Property Infringement

- A. Cubic's Obligation. Subject to the procedures in Section 2.8.4 and the limitations in this Section 2.8.1, Cubic will defend any action brought by a third party against Customer, its Authorized Mobility Services Providers, its Mobility Service Operators, or their respective directors and employees (a "Customer Indemnified Party") to the extent that it is based on a claim that the Services, Software, Documentation, or Equipment, as provided by Cubic, infringes a third-party Intellectual Property Right. Cubic will pay the damages and costs finally awarded against such Customer Indemnified Party in such action that are attributable to such claim.
- B. Remedies. If a claim described in Section 2.8.1(a) has been asserted or Cubic reasonably determines such a claim may be asserted, Cubic may, at its sole option and expense, and as the sole and exclusive remedy of the Customer Indemnified Parties: (i) procure the right for Customer to continue using the affected materials; (ii) replace or modify the affected materials to be non-infringing while providing materially equivalent functionality; or (iii) if options (i) and (ii) are not commercially practicable, terminate the affected Services and refund to Customer any prepaid Fees for Services not received prior to the date of termination.
- C. Exclusions. Cubic shall have no liability or obligation under this Section this Section 2.8.1 to the extent that any infringement claim is based on:
 - i. A modification of the Services, Software, or Documentation by Customer or any party other than Cubic or its authorized subcontractors;

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- ii. The combination, operation, or use of the Services, Software, or Equipment with any product, data, or business process not supplied or approved in writing by Cubic;
 - iii. Cubic's compliance with any designs, specifications, or instructions provided by or on behalf of Customer;
 - iv. Customer's use of the Services in a manner contrary to the Documentation or in violation of this Agreement; or
 - v. Customer's continued use of the allegedly infringing materials after receiving notice from Cubic of the alleged or actual infringement.

D. Exclusive Remedy. THIS SECTION 2.8.1 STATES THE ENTIRE LIABILITY AND OBLIGATION OF CUBIC, AND THE SOLE AND EXCLUSIVE REMEDY OF THE CUSTOMER INDEMNIFIED PARTIES, WITH RESPECT TO ANY CLAIM OF INTELLECTUAL PROPERTY INFRINGEMENT.

2.8.2 *Indemnification by Customer*

Subject to the procedures in Section 2.8.4, Customer will defend, indemnify, and hold harmless Cubic and its directors, officers, and employees from and against any and all third-party claims, demands, damages, liabilities, and expenses (including reasonable attorneys' fees and costs) arising out of or related to:

- A. Any data, content, or materials provided by Customer or loaded into the Platform Services by or on behalf of Customer that infringes a third party's Intellectual Property Rights or violates any applicable law;
- B. Any infringement claim that falls under the exclusions set forth in Section 2.8.1(c) or
- C. Customer's material breach of this Agreement or violation of applicable laws in its use of the Services.

2.8.3 *General Indemnity*

2.8.3.1 Cubic shall indemnify Customer Indemnified Parties from and against any and all third-party claims, demands, actions, suits, damages, liabilities, losses, settlements, judgments, costs and expenses (including but not limited to attorneys' fees and costs), due to the gross negligence or willful misconduct of Cubic, or any of its Subcontractors' performance of this Agreement. Cubic will defend such Customer Indemnified Party at Cubic's expense and pay the damages and costs finally awarded against such Customer Indemnified Party in such action, but only if:

- A) Customer notifies Cubic promptly and without delay upon learning of such claim;
- B) Cubic has sole control over the defense of the claim and any negotiation for its settlement or compromise; and
- C) Customer provides Cubic with all available information and assistance reasonably necessary for Cubic to defend such claim

2.8.4 *Indemnification Procedures*

An Indemnified Party seeking indemnification under this Section 2.8.4 shall: (a) notify the Indemnifying Party promptly upon learning of any claim; (b) grant the Indemnifying Party sole control over the defense of the claim and any negotiation for its settlement or compromise; and (c) provide the Indemnifying Party with all available information and assistance reasonably necessary to defend such claim. The failure to provide prompt notice will not waive any right to indemnification, except to the extent that the failure to provide notice materially prejudices the Indemnifying Party's ability to defend the claim.

2.9 **Corrective Action Plans**

2.9.1 **Notification of Material Breach**

If Customer believes that Cubic is in material breach of this Agreement, and such breach is capable of being cured, Customer shall first provide Cubic with a detailed written notice requesting a Corrective Action Plan ("CAP Request"). This CAP Request must include specific, substantiated documentation and data that demonstrates the nature, scope, and impact of the alleged material breach. No CAP Request may be issued, and Cubic shall not be considered in breach, for any failure or delay caused by factors outside of Cubic's reasonable control, including but not limited to Customer's acts or omissions, failures of Customer-controlled systems, the performance of third-party services not subcontracted by Cubic (including internet service providers), or a Force Majeure Event.

2.9.2 **Corrective Action Plan (CAP)**

Following its receipt of a valid CAP Request, Cubic shall use commercially reasonable efforts to investigate the alleged material breach. Within thirty (30) business days, Cubic shall propose a written corrective action plan (the "Corrective Action Plan" or "CAP"). The content of the Corrective Action Plan, including the description of the proposed remedies and the timeline for implementation, shall be determined by Cubic in its reasonable discretion and good faith. The Corrective Action Plan will be provided to Customer for review and approval, and such approval shall not be unreasonably withheld, conditioned, or delayed.

2.9.3 **Implementation and Default**

Upon Customer's approval of the Corrective Action Plan, Cubic shall use commercially reasonable efforts to implement the CAP in accordance with the timeline specified therein. Only if Cubic (i) fails to provide a Corrective Action Plan within the timeframe set forth in Section 2.9.2 or (ii) fails to materially comply with a mutually approved Corrective Action Plan, shall Customer be entitled to issue a Default Notice pursuant to this Agreement.

2.10 **Term and Termination**

2.10.1 **Effective Date and Term**

This Agreement shall, unless otherwise terminated as provided in this Section 2.10, commence on the Effective Date and continue for the Initial Term as set in Exhibit A1. This agreement shall automatically renew (Renewal Term) an indefinite number of times unless either Party gives 180 Days' notice (per Notices to Customer in Exhibit A1) to the other Party of its intention not to renew. "Term" means the Initial Term and any Renewal Terms that have been exercised.

2.10.2 **Breach**

Either Party may, subject to this Section 2.10, terminate this Agreement if either Party breaches or defaults on any of the material provisions of this Agreement and such breach is not cured within the specified time in Section 2.9, then in addition to all other rights and remedies of law or equity or otherwise, then the Party not in default shall have the right to terminate this Agreement without any charge or liability, at any time thereafter.

2.10.3 **Breach for Missed Payment**

Either Party may terminate this Agreement by giving notice if the other Party does not make a payment within sixty (60) Calendar Days of the date such amount is due.

2.10.4 **Immediate Termination**

Notwithstanding Section 12.1, Customer will have the right to immediately terminate the Agreement upon giving notice to Cubic where Cubic is adjudged bankrupt, makes a general assignment for the benefit of its creditors or a receiver is appointed on account of Cubic's insolvency.

2.10.5 **Actions Upon Expiration or Termination of this Agreement**

Upon the expiration or termination of this Agreement for any reason:

- i. All rights and licenses granted under this Agreement to Customer shall immediately terminate;
- ii. each Party shall return and make no further use of any equipment, property, documentation and other items (and all copies of them) belonging to the other Party if requested to do so by the other Party;
- iii. Cubic may destroy or otherwise dispose of any of the Customer Data in its possession unless Cubic receives, no later than thirty (30) Days after the effective date of the termination of this Agreement, a written request for the delivery to Customer of the then-most recent back-up of the Customer Data. Cubic shall use reasonable commercial efforts (and subject Section 3.2.2.6, Transition Out Services) to deliver the back-up to Customer within thirty (30) Days of its receipt of such request, provided that Customer has, at that time, paid all fees and charges outstanding at and resulting from termination (whether or not due at the date of termination). Customer shall pay all reasonable expenses incurred by Cubic in returning or disposing of Customer Data;
- iv. any rights, remedies, obligations, or liabilities of the Parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the Agreement which existed at or before the date of termination shall not be affected or prejudiced; and
- v. Sections 3.10, 3.12, 5, 6, 7, 9, 10, 12, 15, 16, 27, and 28 will survive any termination or expiration of this Agreement.

2.11 **Suspension of Services**

2.11.1 **Reasons for Cubic Suspension**

Cubic may suspend its provision of the Platform Services, in its sole discretion, if it reasonably believes that:

- i. Customer or a User is engaged in or has experienced any activity that materially harms Platform Services, or Cubic's ability to operate and maintain the same;
- ii. a security incident has occurred; or
- iii. Customer has engaged in any fraudulent or illegal activity or any activity that could result in legal liability.

2.11.2 **Efforts Made by Cubic**

Cubic will use reasonable efforts under the circumstances to:

- i. provide prior written notice of such suspension, which notice shall include a reasonable explanation and description of the basis for its intended suspension to allow Customer to respond (to the extent practicable), mitigate and/or cure the underlying circumstances, if curable; and
- ii. limit such suspension to the extent necessary to mitigate the prospective harm. Any such suspension may continue until the event causing such suspension has been cured or until Cubic has received satisfactory assurances that such event will not recur. To the extent the issue that gave rise to a suspension is caused by Customer, Customer shall take all reasonable measures to remedy the issues as expeditiously as possible.

2.12 Force Majeure

Except for payment obligations, neither Party shall have any liability to the other Party under this Agreement if a Party is prevented from or delayed in performing its obligations under this Agreement, or from carrying on its business, by acts, events, omissions or accidents beyond its reasonable control, including, without limitation, strikes, lock-outs or other industrial disputes (whether involving the workforce of the Party or any other party), failure of a utility service or transport or telecommunications network, acts of God, war, epidemic, pandemic, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default, equipment failures, shortages in transportation, service failures or delays in the performance of suppliers or sub-contractors, or the inability to obtain labor or raw materials provided that the other Party is notified of such an event and its expected duration and the anticipated impact to the Services provided under this Agreement.

2.13 Limits of Liability

2.13.1 No Consequential Damages

To the maximum extent permitted by applicable law, neither party will have any liability for any indirect, special, incidental, punitive or consequential damages (including, as a result of any delay in rendering service, loss of data, loss of use, or the loss of profit or revenue) arising out of or in connection with these terms, however caused, and under whatever cause of action or theory of liability brought (including under any contract, negligence or other tort theory of liability) even if such party has been advised of the possibility of such damages.

2.13.2 Liability Cap

To the maximum extent permitted by applicable law, in no event shall Cubic's liability for any claim arising out of or in connection with these terms (when aggregated with its liability for all other claims arising out of or in connection with these terms) exceed the greater (a) that amount specified in Exhibit A1 and (b) the amounts paid by customer to Cubic during the 12-month period immediately preceding the incident giving rise to such liability

2.13.3 Exceptions

The exclusions and limitations of liability in this Section shall not apply to

- A. a breach by a party of its confidentiality obligations under this agreement;
- B. a party's indemnification obligations under Section 2.8 of this agreement (or any amounts paid or payable in connection with such obligations);
- C. a party's liability for personal injury or physical harm; or
- D. customer's breach of section 3.2.

2.14 Confidentiality

2.14.1 Definitions

Each Party may be given access to Confidential Information from the other Party in order to perform its obligations under this Agreement. A Party's Confidential Information shall not be deemed to include information that:

- A. is or becomes publicly known other than through any act or omission of the receiving Party;
- B. was in the other Party's lawful possession before the disclosure;
- C. is lawfully disclosed to the receiving Party by a third party without restriction on disclosure; or

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- D. is independently developed by the receiving Party, which independent development can be shown by written evidence.

2.14.2 Confidence

Each Party shall hold the other's Confidential Information in confidence and, unless required by law, not make the other's Confidential Information available to any third party or use the other's Confidential Information for any purpose other than the implementation of this Agreement.

2.14.3 Reasonable Actions for Protection

Each Party shall take all reasonable steps to ensure that the other's Confidential Information to which it has access is not disclosed or distributed by its employees or agents in violation of the terms of this Agreement.

2.14.4 Customer Acknowledgement

Customer acknowledges that details of the Services, and the results of any performance tests of the Services, constitute Cubic's Confidential Information.

2.14.5 Cubic Acknowledgement

Cubic acknowledges that the Customer Data is the Confidential Information of Customer.

2.14.6 Agreement Protections

The provisions of this Agreement are the Confidential Information of each Party

2.14.7 Required Disclosure of Confidential Information

If a Party is required to disclose the Confidential Information of the other Party in accordance with judicial or governmental order or requirement, it shall promptly notify the other Party so that the other Party may contest the order or requirement or seek confidential treatment for such information.

2.14.8 Public Acknowledgement of This Agreement

No Party shall make, or permit any person to make, any public announcement concerning this Agreement without the prior written consent of the other Party (such consent not to be unreasonably withheld or delayed), except as required by law, any governmental or regulatory authority (including, without limitation, any relevant securities exchange), any court or other authority of competent jurisdiction.

2.14.9 Breach of Confidentiality Provisions

The Parties acknowledge that breach of any confidentiality provisions (including but not limited to those relating to the protection of all personal information) may cause irreparable harm to the other Party or to any third-party to whom the other Party owes a duty of confidence, and that the injury to the other Party or to any third-party may be difficult to calculate and inadequately compensate in damages. The Parties each agree that the other Party is entitled to seek injunctive relief (without proving any damage sustained by it or by any third-party) or any other remedy against any actual or potential breach of such confidentiality provisions.

2.15 Assignment

2.15.1 Consent for Transfer+

Neither Party may, without the prior written consent of the other Party, assign or transfer its rights or obligations under this Agreement.

2.15.2 **Cubic Assignment**

Notwithstanding Section 2.15.1, Cubic, in its discretion, may assign the Agreement in connection with the sale of all or substantially all its assets, equity interests or business or to any affiliated entity.

2.15.3 **Binding and Inurement**

Subject to the foregoing, this Agreement will bind and inure to the benefit of the Parties, their respective successors and permitted assigns, as set out herein. Any attempted assignment in violation of this Section 2.15 shall be null and void.

2.16 **Required Terms and Conditions**

The Parties shall comply with the requirements of Exhibit E, if applicable.

2.17 **Conflict**

If there is an inconsistency between any of the provisions in the main body of this Agreement (Section 2) and the Exhibits (Section 3), the provisions in the main body of this Agreement shall prevail.

2.18 **Variation**

Except as otherwise provided herein, no amendment to, or waiver of, any provision of these terms will be effective unless in writing and signed by both Parties.

2.19 **No Waiver**

No failure or delay by a Party to exercise any right or remedy provided under this Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

2.20 **Rights and Remedies**

Except as expressly provided in this Agreement, the rights and remedies provided under this Agreement are in addition to, and not exclusive of, any rights or remedies provided by law.

2.21 **Severance**

Each provision of this Agreement shall be viewed as separate and distinct, and in the event that any provision shall be deemed by a court of competent jurisdiction to be illegal, invalid or unenforceable, the court or arbitrator finding such illegality, invalidity or unenforceability shall modify or reform these terms to give as much effect as possible to such provision. Any provision which cannot be so modified or reformed shall be deleted and the remaining provisions of these terms shall continue in full force and effect.

2.22 **Entire Agreement**

2.22.1 ***This Agreement Supersedes Any Previous Agreements***

This Agreement, and any documents referred to in it, constitute the whole agreement between the Parties and supersede any previous arrangement, understanding or agreement between them relating to the subject matter they cover.

2.22.2 ***Delivery of the Scope Within This Agreement***

- A. Each of the Parties acknowledges and agrees that in entering into this Agreement it does not rely on any undertaking, promise, assurance, statement, representation, warranty or understanding (whether

in writing or not) of any person (whether party to this Agreement or not) relating to the subject matter of this Agreement, other than as expressly set out in this Agreement.

- B. Cubic's performance of the Services may be subject to or reliant upon Customer's acts or omissions. Where Customer fails to perform such act or omission, whether set out in this Agreement or otherwise agreed between the Parties, Cubic may, on written notice to Customer, adjust any agreed upon timetable or delivery schedule as reasonably necessary and Customer shall be liable for any reasonable and demonstrable costs related to such adjustment.

2.23 No Partnership or Agency

Nothing in this Agreement is intended to or shall operate to create a partnership between the Parties, or authorize either Party to act as agent for the other, and neither Party shall have the authority to act in the name or on behalf of or otherwise to bind the other Party in any way (including, but not limited to, the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).

2.24 Third-Party Rights

This Agreement does not confer any rights on any person or party (other than the Parties to this Agreement and, where applicable, their successors and permitted assigns).

2.25 Notices

Any notice required to be given under this Agreement shall be in writing and shall be delivered by hand or sent by pre-paid first-class mail or internationally recognized overnight courier to the other Party at its address set out in Exhibit A1, or such other address as may have been notified by that Party for such purposes. All notices must include delivery receipts, such as proof from the carrier that the notice was delivered; all notices shall be deemed to have been received when delivered.

2.26 Governing Law

This Agreement and the rights and obligations of the Parties hereunder shall be construed in accordance with and governed by the laws of the state or province specified in Exhibit A1 without regard to its laws on personal jurisdiction. The Parties hereby agree that the United Nations Convention on Contracts for the International Sale of Goods will not apply to this Agreement or any related transaction between the Parties.

2.27 Disputes

If a dispute arises with regard to this Agreement which is not resolved informally by the Parties, the Parties will escalate such dispute to senior management, with the intention of reaching resolution within 30 Business Days. In the event of any dispute under this Agreement that cannot be resolved within such 30 Business Day period, by the Parties, after using commercially reasonable efforts to do so, the Parties unconditionally and irrevocably agree that the dispute will be resolved by arbitration (and accordingly they hereby consent to personal jurisdiction over them) in the city and jurisdiction specified under Governing Law in Exhibit A1, in accordance with the Commercial Dispute Resolution Procedures of the Jams Comprehensive Arbitration Rules and Procedures and, in the event either Party seeks injunctive or provisional relief, the Emergency Arbitrator Rules. The arbitration will be heard and determined by a single arbitrator. The arbitrator's decision in any such arbitration will be final and binding upon the Parties and may be enforced in any court of competent jurisdiction. Without limiting the foregoing, the Parties agree that any such arbitrator's decision may be enforced in, and accordingly submit to the nonexclusive jurisdiction and venue of, any court of competent jurisdiction sitting in the State of Arkansas. The arbitrator shall have the discretion to award the prevailing Party its reasonable attorneys' fees and arbitration costs from the other Party

2.28 Compliance with Laws and Operational Adjustments

Each Party, in exercising its rights and performing its obligations under this Agreement, shall comply with all applicable local, state, national, and international laws, tariffs, governmental rules, and regulations. Customer acknowledges and agrees that Cubic may, from time to time, be required to make modifications to its operations, supply chain, or choice of material suppliers to comply with such laws or regulations. Such compliance-driven modifications and cost impacts shall not be deemed a breach of this Agreement. Cubic commits to using commercially reasonable efforts to implement any such changes in a manner that ensures the consistent and timely delivery of the goods and services hereunder. Furthermore, in the event there is a change in law or regulation that causes a material change in cost to Cubic, then the Fees set out in Exhibit D may be adjusted to reflect a reasonable share of such change in costs.

2.29 Insurance

2.29.1 Cubic-Provided Insurance

During the Term, and at Cubic's sole expense, Cubic shall procure and maintain the insurance coverages described in Exhibit E3.

2.29.2 Certificate of Insurance

If requested by Customer, Cubic shall furnish to Customer, once each calendar year, a Certificate of Insurance which shall certify Cubic's insurance policy adequately covers the insurance obligations under this Agreement.

2.30 Miscellaneous

Both Parties will comply with the other Party's on-site access and COVID-19 procedures as applicable to performing work within sites. Each Party will provide such policies in advance as requested by the other Party.

2.31 Counterparts

This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail, or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

The Parties have executed this Agreement by their duly authorized representatives in one or more counterparts, each of which shall be deemed an original, effective as of the Effective Date.

2.32 **Signatures**

Customer Name as Specified by Exhibit A1

Cubic Transportation Systems, Inc.

By: _____
(Authorized Signature)

By: _____
(Authorized Signature)

Name: _____
(Print or Type)

Name: _____
(Print or Type)

Title: _____

Title: _____

Date: _____

Date: _____

3. EXHIBITS

The following services comprise the Platform Services in scope of this Agreement.

Exhibit #	Exhibit Title	Notes
Exhibit A: Introduction		Always included
Exhibit A1	Specific Contract and Customer Terms	<input checked="" type="checkbox"/>
Exhibit B: Core Platform Services		Select ONE of the following:
Exhibit B1	Umo Platform Service Description	<input checked="" type="checkbox"/>
Exhibit B2	cFlex Platform Service Description	<input type="checkbox"/>
Exhibit C: Component Services		Select all that apply
Exhibit C1	CubicPay Services	<input checked="" type="checkbox"/>
Exhibit C2	Platform Support Services	<input checked="" type="checkbox"/>
Exhibit C3	Card Services	<input checked="" type="checkbox"/>
Exhibit C4	Trip Planning Services	<input checked="" type="checkbox"/>
Exhibit C5	InComm Retail Network Services	<input checked="" type="checkbox"/>
Exhibit C6	Installation Services	<input checked="" type="checkbox"/>
Exhibit D: Implementation		Select ONE of the following:
Exhibit D1	Umo Platform Implementation Services	<input checked="" type="checkbox"/>
Exhibit D2	cFlex Platform Implementation Services	<input type="checkbox"/>
Exhibit E: Commercials and Legal		Select all that apply
Exhibit E1	Fees	<input checked="" type="checkbox"/>
Exhibit E2	Documentation	<input checked="" type="checkbox"/>
Exhibit E3	Insurance Requirements	<input checked="" type="checkbox"/>
Exhibit E4	Required Terms	<input checked="" type="checkbox"/>
Exhibit E5	Fare Collection as a Service (FCaaS) Option	<input type="checkbox"/>

3.1 **Exhibit A: Summary**

3.1.1 **Exhibit A1: Specific Contract Summary**

Item	[CONTRACTS TO FILL OUT]
Cubic Entity	Cubic Transportation Systems, Inc.
Effective Date	
Customer Name	The City of Jonesboro
Initial Term Length	Five (5) years
Renewal Term Length	Two (2) years
Liability Cap	
Currency	United States Dollars
Notices to Customer	
Notices to Cubic	Cubic Transportation Systems, Inc. Attn: Legal Department c/o Cubic Transportation Systems Limited 9233 Balboa Avenue San Diego, CA 92123 Ab.jenkins@cubic.com
Governing Law	State of Arkansas

3.2 Exhibit B: Core Platform Services

3.2.1 Exhibit B1: Umo Platform Services Description

3.2.1.1 Umo Platform Service Description

The Umo Service is a cloud-based electronic fare collection service provided on an as-a-service basis.

The Umo Service shall provide the following functionality:

- Process fare and other mobility transactions through Umo Pass compatible devices from a variety of Umo compatible fare media including Umo pass cards
- Available products and fare rules include, but are not limited to:
 - Passes (Calendar, Time, Trip)
 - Closed-loop Stored Value
 - Transfers
 - Fare Capping
 - Special Fare Program Passes
 - Special Fare Program Positive List
 - Discount and Special Fare Program Benefit Codes
- Enable the purchase of fare and other supported mobility services products through a mobile application and end-user website;
- Enable the Customer to support end-users using web-based support and end-user account management functions;
- Enable the Customer to set-up and administer special fare programs and institutional program partners;
- Enable the Customer to create and export reports for financial reporting and service management including transaction level reports.

3.2.1.2 Umo Platform Configuration Specific Cubic Obligations

- Configure product and fare rules on behalf of the Customer as defined in the Implementation Services scope in Exhibit D1.
- Configure any such other Umo Service parameters that cannot be configured by the Customer itself through the Platform configuration tools.

3.2.1.3 Umo Platform Specific Customer Obligations

- Determine the fare rules and products to be configured on the Umo Pass Service for the Initial Implementation Services for Revenue Collection commencement and onwards through the Term.
- Validate and in a timely manner, approve fare rule and configuration changes
- Unless otherwise specified in this Agreement, provide general User customer support services for the Umo Services including pass redemption, refunds, and instruction on use and troubleshooting.
- Perform fare product sales through physical sales locations (such as, but not limited to, Customer ticket windows).
- Encourage and promote use of the Umo service through rider alerts, social media and demonstration events. The Customer will, with reasonable effort, incentivize riders to use the Umo Platform in lieu of cash.
- Establish and implement a phased rollout schedule for introduction of fare products and fare media, to be supplied by Customer.

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- Operate and maintain an AVL system capable of providing driver login and bus route and location information (as per Attachment 3 to this Exhibit) or perform manual login of readers to route to the Umo Platform via the Umo Administrative Portal.
 - Provide the mobile data plans or network connections for use by equipment that needs to communicate with the Umo Services.
 - Enter and maintain, where applicable, inter-agency or inter-operator agreements with the Authorized Mobility Services Providers and Mobility Service Operators.

3.2.1.4 Additional Umo Pass Specific Terms

- A. Cubic shall not be liable for any failure or degradation of the Umo Services to the extent caused by the failure, inaccuracy, or unavailability of the Customer's AVL system or the data provided therefrom.
- B. Platform Privacy Policy: <https://umomobility.com/app/privacy-policy/>

3.3 Exhibit C: Component Services

3.3.1 Exhibit C1: CubicPay Services

3.3.1.1 CubicPay Services Description

- A. CubicPay Service is a cloud-based tokenization and payment gateway provided on an as-a-service basis.
- B. The CubicPay Service shall provide the following functionality:
 - a. E-commerce Transaction Processing: Process credit and debit card payment transactions from the Umo mobile application, Umo end-user website and Umo customer service interface to the applicable merchant acquiring service for authorization and settlement.
 - b. Retail Transaction Processing: Process credit and debit card payment transactions from Umo Platform certified ticket vending machines (TVM OEMs currently supported include Cubic, BEA-TT, VenTek, and Flowbird) and other retail payment devices.
 - c. Open Payment Processing, if applicable:
 - i. Process contactless EMV fare and mobility payment taps from physical or virtual (through compatible mobile wallets such as Apple Pay and Google Pay) bank and debit cards issued by compatible card schemes at CubicPay certified devices (Mobility Payment Taps);
 - ii. Route Mobility Payment Taps to the Umo Platform for fare calculation and recording;
 - iii. Route resulting bank and debit card transactions to applicable merchant acquiring service for authorization and settlement;
 - iv. Tokenization;
 - v. Securely encrypt and store bank and debit card credentials in a PCI-DSS certified tokenization solution;
 - vi. Maintain and make available to CubicPay certified devices a list of blocked credit and debit card credentials;

3.3.1.2 CubicPay Specific Cubic Obligations

- A. Configure and maintain the configuration of the CubicPay Service;
- B. Ensure compatibility and maintain certification of the CubicPay Service with the Umo Pay standard product supported merchant acquiring service;
- C. Ensure the on-going compliance of the Cubic Pay Service with the PCI-DSS standard;
- D. Integrate and maintain the integration between the Cubic Pay Service and the Umo Pass Service

3.3.1.3 CubicPay Specific Customer Obligations

- A. The Customer shall establish and maintain, a merchant account with a payment acquirer from Cubic's list of standard support acquirers (currently Moneris and FiServ) for the duration of the Term.
- B. The Customer shall provide Cubic with any configuration information and other reasonably required assistance to configure and maintain the configuration of such Merchant Facility.

3.3.1.4 Additional CubicPay Specific Terms

- A. The Customer shall bear any fraud or revenue risk as it relates to the acceptance of credit and debit cards by the Customer on the Umo Platform.

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- B. To the extent the Payment Gateway is not provided by the Merchant Acquirer, the Customer shall pay the applicable Payment Gateway fees on a passthrough basis unless otherwise agreed between the Parties in Exhibit E1.
 - C. To the extent the Customer requires, and Cubic agrees, to support a Merchant Acquirer not offered as part of the standard Umo Pay Service offering, the Customer shall pay the applicable Merchant Acquirer establish and maintenance fees as agreed between the Parties in accordance with Exhibit E1 or as established in a mutually-agreed-upon Statement of Work.

3.3.2 **Exhibit C2: Platform Support Services**

The purpose of this Exhibit is to describe the support and warranty services provided by Cubic to the Customer for the Umo Services.

The following section sets out which Umo Support Services described in this Exhibit A3 have been purchased and are included in this Agreement.

For the purposes of this Exhibit, an “Incident” is an issue with the Umo Services impacting the availability of functionality or services.

3.3.2.1 **Service Delivery Management**

- A. Cubic will assign a service delivery manager (“Service Delivery Manager”) to act as the primary person responsible for managing the service relationship between the Customer and Cubic under this Agreement.
- B. The Service Delivery Manager has primary responsibility to:
 - a. Track and manage to resolution configuration and other change requests in relation to the Umo Services;
 - b. Manage and resolve service delivery issues as an escalated point of contact; and
 - c. Meet regularly (monthly or as otherwise mutually agreed with the Customer) to review Cubic’s service performance with the Customer.

3.3.2.2 **Cubic Help Desk**

- A. Support comprises of technical and knowledge support to the Customer including:
 - a. to escalate Incidents to relevant resolver groups and provide overall Incident management;
 - b. to assist the Customer with general enquiries in connection with the Umo Services;
 - c. to launch the RMA process.
- B. Where applicable any resolver groups will provide the Customer with:
 - a. instructions on how to resolve the issue being experienced; and/or
 - b. results of diagnostics and investigations with details on what actions will be carried out by Cubic to resolve the Incident; and/or
 - c. the deployment of a workaround; and/or
 - d. to notify the customer that the Incident is to be resolved through the release of software

3.3.2.3 **Software Hosting and Maintenance Services**

- A. Cubic will use commercially reasonable efforts to provide updates and new versions of the Umo Services to Customer as they are made generally available to its customers. Cubic may schedule intentional downtime for system maintenance or upgrades. Cubic will strive to minimize downtime for maximum availability of the Umo Services.
- B. Cubic will be responsible for the operation and availability of the Back Office and to use commercially reasonable efforts to downgrade any major issues in the Back Office and to use commercially reasonable efforts to (i) provide Customer with an initial response to any reported major issue within four (4) business hours, and (ii) work diligently to provide a workaround or permanent resolution to such major issue as soon as reasonably practicable. Major issues are defined as issues that prevent passengers from using the Umo Services or prevent the Customer from collecting revenue, that are not a Support Exclusion.
- C. Cubic reserves the right to perform scheduled maintenance of the platform during non-core business hours. Non-core business hours are defined as 10:00 pm to 2:00 am (Pacific Time Zone). Cubic maintains a standing scheduled maintenance window of either 10:00 pm to 2:00 am (Pacific

Time Zone) or 10:00 pm to 2:00 am (Pacific Time Zone) once a month on Sunday (“Scheduled Downtime”). Cubic may schedule additional Scheduled Downtimes outside of the current once-a-month schedule by providing notification to Customer at least three (3) Business Days in advance; this notification will be provided via the agreed upon communication protocol to designated support representatives.

- D. Additionally, any downtime caused by factors outside of Cubic’s reasonable control do not factor into the availability of the Umo Services, including any force majeure event, internet service, cloud hosting, cellular or communications network provider availability outside of Cubic’s platform, any downtime resulting from outages of third-party connections or utilities, and actions or inactions of the Customer.
- E. Cubic reserves the right to perform emergency maintenance at any time and without prior notice if such maintenance is deemed necessary by Cubic in its reasonable discretion to address a critical system failure or to maintain the security or integrity of the Umo Services, its data, and its underlying infrastructure. Downtime resulting from such emergency maintenance shall not be counted against any service level availability commitments. Cubic will use commercially reasonable efforts to provide notice to Customer as soon as practicable following the commencement of any emergency maintenance.
- F. “Support Exclusions” are those items that Cubic is not responsible for providing support hereunder for failures to the extent caused by: (a) Customer or third party supplied infrastructure or internet, communications or network failures; (b) modifications to the Equipment; (c) use of the Equipment or the Umo Services in combination with other products not intended to be so combined, or otherwise not specifically authorized in writing by Cubic; (d) use in violation of the Agreement or its Exhibits; (e) Force Majeure events; or (e) use of the Equipment or the Umo Services in a manner inconsistent with the Documentation.

3.3.2.4 Configuration Services

Cubic will be responsible for:

- A. Configuration management and control.
- B. Provision and maintenance of configuration Documentation.
- C. Coordination and management of the configuration of the services in conjunction with the Customer.

3.3.2.5 Hardware Maintenance Services

- A. Customer is responsible for all “first level” of support and maintenance to address hardware defects in accordance with any maintenance instructions issued by Cubic, including, but not limited to, cleaning of the Equipment, and protection of Equipment from damage and temperatures above or below reader tolerances specifications, de-installation of faulty Equipment, replacement with a spare, and return of the faulty Equipment to Cubic if needed. The Customer shall return malfunctioning readers to Cubic for repair/replacement in accordance with Cubic’s return maintenance authority processes.
- B. All Equipment not repaired by the Customer through “first level” support at a Cubic designated facility, Cubic shall be responsible for repairing at the discretion of the Customer.
- C. Where Customer is unable to rectify a hardware fault, Customer may report any hardware failure to their assigned Service Delivery Manager with the following information:
 - a. Date the Equipment fault was discovered
 - b. Equipment type
 - c. Equipment serial number
 - d. Detailed description of the Equipment fault

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- e. Detailed description of Customer first-level support steps taken to resolve the fault
 - f. A statement as to whether the Equipment repair should be covered under warranty
 - D. If the Equipment fault cannot be repaired remotely, Cubic shall provide a Return Merchandise Authorization Number (“RMA”) to Customer authorizing the return of faulty Equipment to be repaired or replaced under warranty as per the Warranty and Extended Warranty clause below.
 - E. Customer shall be responsible for all costs of shipping repairs to Cubic for Equipment not covered under a valid warranty, including Equipment returned with no fault found or with issues not covered by an applicable warranty. Cubic shall be responsible for all costs of shipping repaired or replaced units to Customer.
 - F. Unless otherwise agreed between the Parties during the implementation phase, the assumed RMA model will involve returning Equipment for warranty service directly to Cubic on being issued a RMA.
 - G. If the faulty Equipment is under warranty and does not show signs of physical damage or tampering, Cubic will repair the Equipment at no cost to the Customer.
 - H. Cubic shall perform the following maintenance activities on all Equipment sent into Cubic for repair:
 - a. Confirm whether the Equipment is under warranty
 - b. Take receipt of Equipment sent to Cubic and verify an RMA number was issued
 - c. Investigate the alleged Equipment fault
 - d. Perform any necessary repairs on the Equipment to rectify the fault
 - e. Test the Equipment to ensure it is in good working order prior to its return to the Customer

3.3.2.6 Transition-Out Services

- A. Cubic will support the Customer as reasonably required to transition the Customer out of the Umo Services on termination if required, including but not limited to:
 - a. Preparing and delivering to the Customer in a mutually agreed data format an export of the Customer Data (where the Customer elects not to utilize tools built into the Umo Services to extract such Customer Data).
 - b. Providing knowledge support as reasonably required by Customer staff or contractors to receive and utilize the exported Customer Data.
- B. Transition out services will be determined on a case-by-case basis in a mutually-agreed-upon Scope of Work, follow the Change Order process, and use the then-year Cubic Professional Services labor rates.
- C. Transition out services are not available for such Customer Data of a highly PCI-DSS or privacy sensitive nature such as tokenized credit and debit card details.

3.3.3 **Exhibit C3: Card Services**

3.3.3.1 **Card Services Description**

- A. Card Services comprises of Card Procurement and Card Encoding, managed exclusively by Cubic.
- B. Card Procurement comprises of Cubic ordering and managing the delivery of Umo Cards from qualified Card manufacturers (“Card Orders”).
 - a. Card orders will be placed by the Customer by submitting a Card order request.
 - b. Card orders will be delivered to Cubic’s service facility for Card Encoding or, where encoded by the manufacturer, to work with the Umo Services directly to the Customer’s nominated ship-to location.
- C. Card Encoding is the service wherein Cubic encodes Umo Cards to be compatible with the Umo Services by placing a card image and associated security keys onto the Umo Cards. All Umo Cards must be procured and encoded through the processes managed by Cubic.

3.3.3.2 **Cubic Obligations**

- A. With respect to Card Procurement, Cubic shall:
 - a. Upon receipt of a Card Order request from the Customer, use commercially reasonable efforts to obtain binding quotes from its qualified suppliers.
 - b. Provide a formal, all-inclusive quote to the Customer for the total cost of the Card Order. The price quoted shall be fixed for a period of thirty (30) days.
 - c. A Card Order will be processed only upon Cubic’s receipt of a valid Purchase Order from the Customer that matches the price and terms of Cubic’s quote.
 - d. Manage placed orders with manufacturers until the Umo Cards are received by Customer and use commercially reasonable efforts to resolve any issues with such orders.
- B. With respect to Card Encoding, Cubic shall:
 - a. Perform Card Encoding to agreed timelines for each Card Order, taking into account the size of the Card Order, available staffing, and other Card Encoding obligations.
 - b. Ship the encoded cards in bulk to the Customer-designated receiving location upon the completion of encoding.

3.3.3.3 **Customer Obligations**

With respect to Card Procurement, Customer shall:

- A. Monitor stock levels of Umo Cards and initiate Card Orders to maintain supply, taking into account manufacturing and shipping lead-times
- B. Provide and approve Card designs (printed images) subject to the Umo Card Specification and brand Umo brand usage guidelines.
- C. Issue a valid Purchase Order to Cubic to confirm its acceptance of a formal quote and to initiate the placement of a Card Order.

3.3.3.4 **Additional Card Service Terms**

For fare media procured by Cubic, title and risks shall pass to the Customer on the fare media being delivered to the Customer’s specified delivery location

3.3.4 *Exhibit C4: Trip Planning Services*

3.3.4.1 **Trip Planning Description**

The Trip Planning Service enables Users to perform door-to-door journey planning within the Umo Services platform. The service utilizes the Customer's transit data to provide Users with up-to-the-minute information on predicted departure and arrival times, real-time vehicle GPS locations, and service alerts to facilitate accurate and convenient trip planning.

The scope of the Trip Planning Service is limited to transit services provided by the Customer's and its Authorized Mobility Services Providers' owned and operated vehicles. The service expressly excludes trip planning for third-party micro-mobility providers, such as independently owned and operated bikeshares, scooter shares, or ride-hailing services, unless otherwise agreed via a Change Order.

3.3.4.2 **Cubic Specific Obligations**

Cubic shall:

- A. Ingest and process the GTFS-Static and GTFS-RT data feeds provided by the Customer.
- B. Provide the trip planning functionality within the Umo mobile application and/or end-user website, allowing Users to plan journeys using the Customer's transit services.
- C. Present the trip planning results, including routes, schedules, and real-time vehicle information, to Users through the Umo Services interface.

3.3.4.3 **Customer Specific Obligations**

The Customer shall:

- A. Provide and Maintain GTFS Feeds. Be solely responsible for providing, hosting, and maintaining complete, accurate, and compliant GTFS-Static and GTFS-RT data feeds. These feeds must be continuously maintained and updated in accordance with the then-current Global Transit Feed Specification for the duration of the Term.
- B. Host GTFS Feeds. Host the GTFS feeds at a stable, publicly accessible web URL and provide Cubic with the location of said URL.
- C. Grant Access Rights. Grant Cubic and its subcontractors a non-exclusive, royalty-free, worldwide right and license to access, use, copy, and process the Customer's GTFS feeds for the sole purpose of providing the Trip Planning Service under this Agreement.
- D. Maintain Privacy Policies. Ensure it has and maintains appropriate privacy policies and provides all necessary disclosures to its Users regarding the collection and use of precise location information as required to use the Trip Planning Service.

3.3.4.4 **Additional Trip Planning Terms**

- A. Dependency on Customer Data. The Customer acknowledges and agrees that the accuracy, availability, and performance of the Trip Planning Service are entirely dependent on the quality, completeness, and timeliness of the GTFS feeds provided and maintained by the Customer.
- B. Disclaimer of Liability. Cubic shall not be liable for any failure, inaccuracy, or degradation of the Trip Planning Service, including but not limited to incorrect trip plans, schedules, or vehicle locations, to the extent that such issues are caused by deficient, inaccurate, incomplete, or unavailable GTFS feeds from the Customer. The failure of the Customer to maintain its GTFS feeds may result in the Trip Planning Service being partially or wholly non-functional, and such an event shall not be considered a breach of this Agreement by Cubic.

3.3.5 **Exhibit C5: InComm Retail Network Services**

3.3.5.1 **Introduction and Commercial Principles**

Additional terms apply where the Customer exercises the option to utilize the InComm Retail Network (“InComm Services”) for the load of stored value and/or Umo Card distribution. The following sections describe the InComm Services and the respective roles of the Customer, Cubic, and InComm.

The Parties acknowledge that the terms applicable to the InComm Services will require a direct agreement between the Customer and InComm. Cubic is not a party to such an agreement. Cubic and Customer agree to negotiate any related terms in good faith based on the following commercial principles:

- A. **Third-Party Service.** The Customer acknowledges that the InComm Services are a standard third-party service offered, provided, and operated independently by InComm. As such, Cubic makes no representations or warranties regarding the performance, availability, or continuity of the InComm Services. The Customer’s use of the InComm Services is contingent on the Customer entering into and maintaining a direct contractual agreement with InComm.
- B. **Cubic’s Limited Role.** Cubic’s sole role is that of a technical integrator and service manager. Cubic’s responsibilities are strictly limited to providing the technical interface between the InComm network and the Umo platform and, if required by InComm’s service offering, acting as an agent to forward any funds settled by InComm to the Customer. Cubic’s liabilities related to the InComm Services are limited to its performance of this defined work scope.
- C. **InComm Fees.** The Customer acknowledges that InComm’s business model involves settling funds net of InComm’s fees and commissions. The Customer is solely responsible for the payment of any fees and commissions assessed by InComm (“InComm Fees”).
- D. **Service Options.** Customer has the option to enable one of two InComm Services, subject to a direct agreement with InComm:
 - i. “InComm Standard Reload Services” which enables Users with a compatible Umo Card to add stored value at participating InComm retail locations.
 - ii. “InComm Transit Services” which enables additional functionality, including the ability for Users to utilize the Umo App to identify their account for reload and enables distribution of Umo Cards by InComm.

3.3.5.2 **InComm Fees**

The Customer acknowledges that InComm Fees are set by InComm and may be varied by InComm with notice directly to the Customer, pursuant to the Customer's agreement with InComm. All InComm Fees are the sole responsibility of the Customer.

3.3.5.3 **Data and Retailer Participation**

- A. **Data.** The Customer acknowledges that InComm Services are performed utilizing technology and operational services in the United States.
- B. **Retailer Participation.** The Customer acknowledges that neither InComm nor Cubic can compel retailers that are part of the InComm Retail Network to participate in or offer the InComm Services.

3.3.5.4 Termination Rights

The Customer acknowledges that InComm shall have the right to terminate the InComm Services it provides pursuant to its direct agreement with the Customer. In the event of such a termination, Cubic shall have the right to immediately and without liability terminate the technical integration supporting the InComm Services. Cubic shall have no obligation to provide a replacement for the InComm Services or any similar retail network solution.

3.3.6 Exhibit C6: Installation Services

A. Cubic will install and commission the following equipment:

Equipment	Included
Bus-Mounted Front-Door Validator	YES
Bus-Mounted Rear-Door Validator	NO
Bus-Mounted Secondary Door Target	NO
Switch	NO
Modem	NO
Router	NO
Antenna	NO
Mechanical Farebox	NO
Platform Validator	NO
Ticket Vending Machine	NO
Through-the-Wall Vault	NO
Stand-Alone Vault	NO

B. Bus Equipment (includes validators, switches, modems, routers, antennae, and fareboxes)

Installation Requirements:

- a. Cubic will be responsible for:
 - i. In-person execution of the prototype hardware installation verification.
 - ii. Survey of the vehicle fleet.
 - iii. Development of the installation plan.
 - iv. Provision and maintenance of the installation drawings and guidelines.
 - v. Qualification of the installation Subcontractor including verification of required insurance, capability, experience, licensing, permits, and compliance to human and industrial resource requirements.
 - vi. Coordination and management of the Subcontractor.
 - vii. Verification and quality assurance of the work performed by the Subcontractor.
- b. The Customer will be responsible for:
 - i. Coordinating and making buses available from the Mobility Service Operators in accordance with the quantities and locations defined in the Implementation Schedule.
 - ii. Customer shall make a minimum of four (4) vehicles available per scheduled installation shift. Failure to do so shall be considered a Customer-caused delay. For each day of delay caused by Customer's failure to meet its obligations under this section, the project timeline shall be extended by one day, and Customer shall pay Cubic a daily standby fee of \$1000 to cover the costs of the idle installation team.
 - iii. Providing photos and other information as reasonably required by Cubic to perform the Desktop Survey.
 - iv. Providing a team to complete an 'in-person' survey of the fleet and collaborate on installation plans.
 - v. Having onsite resources available to confirm that the installation and commissioning of the Equipment has been completed in accordance with the installation and commissioning Documentation.
 - vi. Where applicable, provisioning to Cubic, and enabling of cellular SIM cards in accordance with the installation plan and schedule.
- c. Installation Assumptions and Requirements

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- i. The Fees and schedule for Implementation Services are based on the following key assumptions regarding the installation process
 - 1. Single Site Visit: Unless otherwise specified in a mutually agreed upon installation plan, Cubic assumes that the site survey, prototype vehicle installation and approval, and the full-fleet installation will be completed by Cubic's installation team in a single, continuous site visit. Any additional site visit required by the Service Delivery Manager or Installation Subcontractor will be invoiced using Professional Services rates and Time & Materials.
 - 2. Vehicle Availability: During the full-fleet installation phase, the Customer shall make a minimum of four (4) vehicles available for installation per scheduled shift (one shift per day).
 - 3. Consequences of Delays or Deviations: Any deviation from the assumptions above, including any Customer-caused delay, interruption, or failure to provide the required number of vehicles, shall entitle Cubic to an equitable adjustment to the schedule and Fees. Such adjustments may include, but are not limited to, mobilization and demobilization costs for any required additional site visits and daily standby fees to cover the costs of the idle installation team. All such adjustments will be documented via a Change Order.

C. Ticket Vending Machines and Platform Validators

- a. Cubic will be responsible for:
 - i. In-person execution of the prototype hardware installation verification.
 - ii. Survey of station installation site.
 - iii. Development of the installation plan.
 - iv. Provision and maintenance of the installation drawings and guidelines.
 - v. Qualification of the installation Subcontractor including verification of required insurance, capability, experience, licensing, permits, and compliance to human and industrial resource requirements.
 - vi. Coordination and management of the Subcontractor
 - vii. Verification and quality assurance of the work performed by the Subcontractor.
- b. The Customer will be responsible for:
 - i. Civil works including ensuring Equipment mounting locations are level, of appropriate dimensions, and installed with conduit placed appropriately to serve the platform validator being installed.
 - ii. Testing of electrical and communication cabling prior to installation.
 - iii. Providing photos and other information as reasonably required by Cubic to perform the installation site survey.
 - iv. Providing access to the sites as reasonably required by Cubic to perform the installation.
 - v. Having onsite resources available to confirm that the installation and commissioning of the Equipment has been completed in accordance with the installation and commissioning Documentation.
 - vi. Validating Umo Services readiness for revenue service.

D. Through-the-Wall and Stand-Alone Cash Vaults

- a. Cubic will be responsible for:
 - i. Delivery of the vault and installation kit

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- ii. Cubic will cut the wall according to the dimensions of the plan and apply sealant to the contours.
 - iii. Cubic will remove the legacy vault; and
 - iv. Cubic will place the new vault and install it using the included installation kit
- b. The Customer will be responsible for:
- i. Customer is responsible for making the space, where the vault is to be installed, available to the installation team during the site survey, as well as answering any questions related to the structure of the building.

3.4 Exhibit D: Software Implementation

3.4.1 Exhibit D1: Umo Platform Implementation Services

3.4.1.1 Service Description

- A. Implementation Services are the activities executed to supply, install, configure, verify, and commission the Umo Services as documented in Exhibit B.
- B. The Implementation Services will incorporate updates to the Umo Services hardware and features available prior to the Services Commencement Date.
- C. During the Mobilization Period, Cubic will establish an implementation plan that defines the implementation approach and controls including, but not limited to:
 - a. Communication protocol
 - b. Delivery of documentation
 - c. Project execution and governance, including variation and change order management.
- D. As part of the implementation plan, each Party will nominate personnel responsible for implementation as follows:
 - a. Point of contact accountable for the day-to-day management, coordination, and execution of the Implementation Services.
 - b. Executive sponsor.
 - c. Steering committee membership.

3.4.1.2 Equipment Supply

- A. Cubic will supply Equipment as set out in Exhibit E1:
- B. The Bus Validator Mounting Assembly Kit includes mounts for either horizontal or vertical stanchions, provided such stanchions are readily available. Any additional parts required for installation beyond this scope will be processed through a change order and will be subject to additional fees.
- C. In addition to the purchased Bus Validators and Validator Installation Kits, Cubic will be responsible for providing as reasonably required cabling, connectors, in-line fuses and other parts to connect the Bus Validators to the vehicle power systems.
- D. An individual item of Equipment is deemed delivered in accordance with Clause 3.2 of the Agreement on the earlier of:
 - a) The item being installed by on a vehicle, either by Cubic or by the Customer.
 - b) The item being delivered by Cubic to an Authorized Mobility Services Provider or Mobility Service Operator under the direction and agreement by the Customer.
 - c) The item having been received by the Customer at the Customer's nominated receiving location for such item.
- E. Cubic will be responsible for:
 - a) Specification of the Equipment.
 - b) Execution of the hardware installation verification.
 - c) Supply of the Equipment.
 - d) Qualification of suppliers.
 - e) Verification of the supplied Equipment to the specification and required certifications, standards, and quality.
 - f) Supply chain management.
 - g) Logistics, receipt, and storage.
- F. The Customer will be responsible for:
 - a) Defining the representative sample of the fleet ("prototypes").

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- b) Assembling the prototype vehicles for the purpose of hardware installation verification.
 - c) Providing access for Cubic to perform the hardware installation verification.

3.4.1.3 Equipment Commissioning

3.4.1.4 Configuration

- A. Cubic will configure the Services, including but not limited to:
 - a. Fare policy definition.
 - b. Transport Network Topology (GTFS).
 - c. Configurable branding elements.
 - d. User accounts.
 - e. Payment gateways and third-party interfaces.
 - f. Asset definition and record keeping for Equipment.
- B. The Customer will be responsible for:
 - a. Provision of required configuration inputs that are the responsibility of the Customer, Authorized Mobility Services Providers and Mobility Service Operators or other third parties.
 - b. Delivery of inputs according to schedule.
 - c. Approval of configuration Documentation.
- C. Any delay by Customer in providing or approving required configuration inputs shall result in a day-for-day extension to the project schedule.

3.4.1.5 Certification

- A. Cubic shall secure the necessary certifications required for the provision of the Services and the supply and installation of the Equipment.
- B. Cubic will be responsible for:
 - a) Application, verification, and remediation of required certifications.
 - b) Providing PCI-DSS Attestation of Compliance for the applicable Umo Services.
- C. The Customer will be responsible for:
 - a) PCI-DSS certification for the Mobility Service Providers and Mobility Service Operators responsibilities, including compliance by Mobility Service Providers and Mobility Service Operator personnel.

3.4.1.6 Service Commissioning

- A. Cubic will coordinate the commissioning and enablement of the Services for each Authorized Mobility Services Provider.
- B. Cubic will be responsible for:
 - a) Verifying completion of the preceding or dependent configuration, installation, and commissioning activities.
 - b) Delivery of train-the-trainer training to each Authorized Mobility Services Provider including all User manuals and training materials.
 - c) Enablement of the Services.
 - d) Post-commissioning monitoring and tuning of the configuration through to acceptance and transition to operations.
- C. The Customer will be responsible for:
 - a) Manage the enrollment of passenger and staff participants.
 - b) Validating and approving that the Umo Services are ready for revenue service.

3.4.1.7 Training

- A. Cubic will provide training for the following roles:
 - a) Fare program administrators including in the use of Customer configurable system parameters
 - b) Back-office staff (including financial operations staff and on the use of reports)
 - c) Front office/customer service personnel
 - d) Bus operators
 - e) Bus and station maintenance staff
- B. The Customer may record training sessions and print or duplicate training materials for internal reference and use or incorporate the training materials and content into the Customer's own training materials and documents.
- C. Cubic will be responsible for:
 - a) Provision of training materials, which may be supplied in electronic format including recorded video presentations.
 - b) Delivery of virtual customer training. In-person training is available via Change Order.
- D. The Customer will be responsible for:
 - a) Provision of facilities for delivery of training, including but not limited to conference or meeting rooms, audio-visual equipment, internet connectivity, consumables.
 - b) Provision of suitability of qualified trainees.

3.4.1.8 TVM Integration Support

Cubic will make the TVM API available to Customer's chosen TVM vendor and will provide such integration support as is reasonably required by the TVM vendor to utilize the API and develop and test the integration to the Umo Services. Such integration support will be billed monthly in arrears using the then-current Professional Services rates.

3.4.1.9 Transition to Operations

- A. Cubic will establish the Umo Services set out in Exhibit A prior to the earliest applicable Services Commencement Date.
- B. Cubic will coordinate with the Customer to execute the soft launch prior to the go-live.
- C. Cubic will support the Customer in the Customer's performance of configuration validation testing during the Soft Launch Period.
- D. Cubic shall maintain a register of Incidents raised by the Customer. If there is an Incident deemed to be critical, urgent or moderate that impacts the completion of Soft Launch, Cubic shall resolve said Incident.

3.4.1.10 Documentation

- A. Cubic will submit implementation Documentation to the Customer during the Implementation Services. Standard Documentation is not subject to Customer review and approval.
- B. Standard Documentation may include:
 - a) Installation and commissioning records for Equipment.
 - b) Configuration Documentation.
 - c) Certification Documentation.
 - d) Operator Implementation Checklist.
- C. Non-Standard Documentation
 - a) To the extent that Cubic provides any non-standard Documentation then such Documentation shall be subject to review and approval by the Customer. Documents

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- shall be comprehensive, and include, where applicable, step-by-step instructions, explanatory pictures, required parts and components (with quantity, description, and part numbers), and relevant as-built wiring diagrams.
- b) Customer shall complete any required review within ten (10) Business Days of submittal and to the extent that any changes are required, Customer shall act reasonably in determining those changes and shall provide a detailed summary of the required changes.
 - c) Providing any subsequent submittal incorporates the proposed Customer changes or as otherwise agreed prior to that submittal, the Customer shall confirm approval of that Documentation within five (5) Business Days of re-submittal.

3.4.1.11 Acceptance

- A. “Final Acceptance” will be achieved on completion of the following conditions:
 - a) Completion of the Soft Launch Period in accordance with Section 11 of this Exhibit;
 - b) Cubic’s demonstration to the Customer’s reasonable satisfaction that Cubic’s standard operator checklist has been completed a copy of which will be provided to Customer at the start of the Implementation Services; and
 - c) The Customer validating and confirming in writing that the Umo Services meet the requirements set out in the Umo Services description.
- B. The Customer shall, within 30 days from the date Cubic notifies the Customer in writing that the Umo Services are ready for Final Acceptance, either:
 - a) Confirm in writing that the Final Acceptance milestone has been achieved; or
 - b) Decline in writing the Final Acceptance and provide a list of issues (“Draft Acceptance Issue List”) that, in the Customer’s reasonable belief, need to be resolved in order for the Customer to reach Final Acceptance.
- C. The Parties will work together promptly in good faith to mutually review the Draft Acceptance Issue List and create a mutually agreed list of issues that require resolution for Final Acceptance (“Final Acceptance Issue List”). If there is a dispute on what issues constitute a failure to meet the requirements set out in the Umo Services description and Compliance Matrix, such dispute will be resolved per Article 8 (Disputes) of this Agreement.
- D. Cubic will then take reasonable steps to resolve issues in the Final Acceptance Issue List and notify the Customer, in writing, when, in Cubic’s opinion, such issues are resolved and request that the Customer confirm acceptance in accordance with 3.1.3.11.B above.
- E. Notwithstanding Clauses 3.1.3.11.A and 3.1.3.11.B above, the Implementation Services are deemed automatically accepted if the Customer fails to decline acceptance in accordance with 3.4.1.11.C above.
- F. To the extent that additional Umo Services features are enabled progressively over the contract Term, revenue service or beneficial use of that feature by Customer shall constitute acceptance of such new features.
- G. For the avoidance of doubt, acceptance by the Customer does not relieve Cubic from addressing incidents impacting the Umo Services in accordance with Exhibit A3 Umo Support Services.

3.4.1.12 Schedule

- A. Cubic will be responsible for:
 - a) Maintaining a register of implementation milestones reflecting the planned, forecasted, and actual delivery dates.

- b) Maintaining a register of scheduled integration milestones for management of alignment between Cubic’s master program and the Customer’s program of related or dependent work.
 - c) Delivery of an implementation status report no more frequently than monthly including:
 - i. Milestone registers current as at the close of the preceding month.
 - ii. A Level 2 schedule printed to PDF format, where Level 2 is defined by AACE International Recommended Practice No. 91R-16.
 - iii. Planned, forecasted, and actual dates for enablement of Umo Services.
 - iv. Scheduling the Implementation Services such that Holidays and Non-Working Periods are non-working Days for Customer and Operators except by mutual agreement between the Parties.
- B. The Customer will be responsible for:
- a) Maintaining the Customer’s schedules, schedule data and scheduling procedures.
 - b) Providing content and inputs to the Cubic-maintained master program and planning registers when requested.

3.4.1.13 Initial Authorized Mobility Service Providers

The Customer Choose an item. included additional Authorized Mobility Services Providers.
If yes, list:

3.4.1.14 Preliminary Milestone Schedule

The following table lists the Level 1 Project Milestones and estimated target dates for completion based on the assumed contract Notice to Proceed, which will be the Effective Date on Page 1 of this Agreement.

Project Milestone	Estimated Target Completion Date in Months from Notice to Proceed
Notice to Proceed – Contract Award	NTP
Implementation Planning - Mobilization	NTP +1
Ordering of Hardware	NTP +1
Hardware Delivery	NTP + 4
Local Bus Installation	NTP +5
Final Acceptance	NTP + 7

3.5 Exhibit E: Commercials and Legal

3.5.1 Exhibit E1: Fees

Unless specifically stated otherwise, all amounts are the currency stated in Exhibit A1, and exclusive of taxes, duties, and tariffs as further set out in the Agreement.

3.5.1.1 Capital Costs

The following one-time fees are payable for the Implementation Services and the initial procurement of Equipment, if applicable.

3.5.1.1.1 Itemized List of Equipment and Services

Item	Category	Qty	Unit Price	Extended Price	Notes
Launch Services	Project Management	1	34,400	34,400	Project management, fare policy configuration, virtual training, testing and operational readiness, API Library, hardware commissioning.
Trip Planning Activation	Project Management	1	8,100	8,100	One-time API connection fee
Site Visit	Project Management	1	5,200	5,200	Single site visit to supervise and validate final installation.
Validator	Hardware	19	2,275	43,225	UK-Manufactured cEMV capable reader with a one-year warranty
Validator Installation Kit	Hardware	19	150	2,850	
Validator Mounting Kit	Hardware	19	95	1,805	One-year warranty
Installation Mobilization	Services	2	1,030	2,060	Assumes two technicians, four vehicles per shift.
Installation of Hardware	Services	19	600	11,400	Assumes site survey and installation on one trip
Reloadable Transit Card	Consumable	5,000	4.15	20,750	Not for use with InComm

3.5.1.1.2 Payment Milestones for Capital Costs

Project Milestone (as per Exhibit D)	Payment %
NTP	25%
Implementation Planning Completed	25%
Equipment Ordered	20%
Equipment Delivered	10%
Equipment Installed	10%
Revenue Service Commencement	10%

3.5.1.2 Ongoing Costs

The following recurring fees shall be payable commencing on the date of Revenue Service Commencement, unless specified otherwise.

3.5.1.2.1 Recurring Monthly Fees [for CAPEX-funded Projects]

The following fees are invoiced monthly in arrears.

A. Subscription Fees

Fee Name	Unit	Fee Amount
Subscription – Bus	Per Validator	200
Trip Planning	Per Agency	1,200
Open Payments Support	Per Validator	10

3.5.1.3 Other Fees and Adjustments

3.5.1.3.1 Onboarding and Recurring Fees for Adding Authorized Mobility Service Providers

For each additional Authorized Mobility Services Provider added to this Agreement, the fees for onboarding, equipment, and recurring services shall be quoted based on Cubic's then-current rates and documented in a Change Order.

3.5.1.3.2 Additional Equipment Orders

The Customer may procure additional Equipment under this Agreement. Pricing for such equipment will be quoted at the time of request and documented in a Change Order.

- A. Bus-mounted Validators
- B. Platform Validators
- C. Handheld Validators
- D. Mechanical Farebox
- E. Registering Farebox
- F. Integrated Cash Vault
- G. Modems
- H. Antennae
- I. Switches
- J. Driver Control Units
- K. Reloadable Transit Cards (both InComm and non-InComm)
- L. Paper Tickets
- M. Ticket Vending Machine(s)
- N. Real-time Passenger Information Systems (including CAD/AVL)
- O. Traffic Management Devices and Software

3.5.1.3.3 Change Orders

Any changes to the Services, including any agreed changes to the Fees, schedule, or scope, will be documented in a written Change Order signed by both Parties.

3.5.1.4 General Commercial Terms

3.5.1.4.1 Annual Fee Escalation

All recurring fees (both annual and monthly) shall be subject to a fixed escalation of three percent (3%) annually. The first such escalation will be applied on the first anniversary of the Revenue Service Commencement Date, and on each anniversary thereof for the remainder of the Term.

3.5.1.4.2 Customer Obligations

THE FEES SET OUT IN THIS EXHIBIT AND THE SCHEDULE SET OUT IN THE APPLICABLE IMPLEMENTATION SERVICES EXHIBIT ARE BASED ON CUSTOMER'S PERFORMANCE OF ITS OBLIGATIONS IN A TIMELY MANNER AND THE ASSUMPTIONS SET OUT IN THIS AGREEMENT. TO THE EXTENT THAT CUSTOMER FAILS TO PERFORM THESE OBLIGATIONS IN A TIMELY MANNER, OR THESE ASSUMPTIONS ARE INCORRECT, CUBIC SHALL BE ENTITLED TO AN EQUITABLE ADJUSTMENT TO THE SCHEDULE AND ANY FEES OR COSTS, TO BE DOCUMENTED VIA A CHANGE ORDER

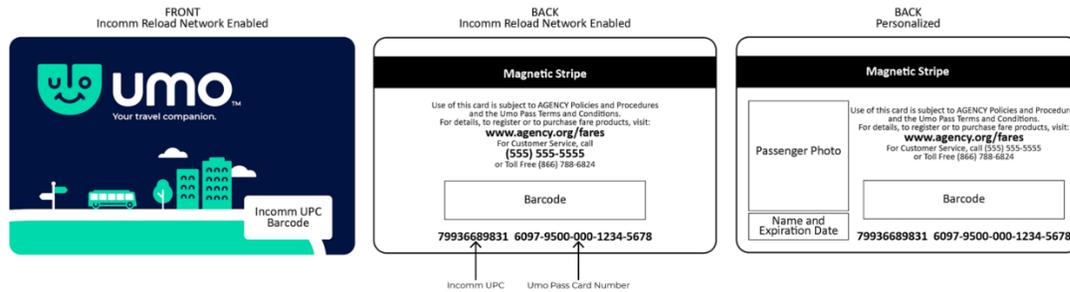
3.5.2 Exhibit E2: Documentation

3.5.2.1 Attachment 1: Umo Card Specification

This attachment provides the preliminary Card specification for closed-loop Cards to be used with Umo Services. Cubic will provide a final specification prior to any Card orders. InComm-enabled cards have additional requirements and may have a price differential when quoted for a Purchase Order. InComm-enabled cards will not work in the InComm Reload Network unless the Customer has separately contracted the services of InComm.

Requirements:

- Clean and free of burrs and sharp edges
- Compliant with ISO/IEC 14443 parts 1-3 and ISO/IEC 18092
- Dimensions compliant with ISO/IEC 7810 and ISO/IEC 7813
- Encoded by Cubic for use in the Umo Pass System
- Chip type: MIFARE® DESFire EV3 2K or other, compatible chip type approved by Cubic
- Chip permanent unique identifier ("UID"), confirmed by Cubic as unique within the Umo Pass system
- Chip to be placed clear of magnetic stripe; placement to be approved by Cubic prior to printing
- Card numbers: Unique Card number (sixteen (16) digits or longer), provided by Cubic (e.g., in Excel file), printed on Card in dimensions and format shown below
- Bar code: Card number; printed within the dimensions shown below using the Code 128 bar code format
- Cross-reference Table: Linking UID and printed Card number
- Front of Card
 - Two-color graphics extending to all four (4) edges. Any Card design with more than two (2) Pantone colors are subject to additional fees
 - Umo Pass logo: within area shown below
 - Customer-approved logo ("Customer Logo") and design graphic ("Customer Design Graphic"): may be printed within the areas shown below; final printer-ready graphic file(s) prepared and approved by Cubic.
 - InComm-enabled Cards require UPC Bar Code 2: UPC-A format printed on the Card face
- Back of Card: Black, static text as shown below with Card number and corresponding bar code
 - InComm-enabled Cards require the following
 - Card printed bar code using Code 128-C bar code format
 - Unique thirty-digit (30-digit) number and twelve-digit (12-digit) UPC
 - HI-coercivity magnetic stripe encoded to use in InComm Reload Network (if utilized)



3.5.2.2 Attachment 2: AVL Compatibility Requirements

The Umo Pass Services have the following requirements for integration with CAD/AVL systems:

- A. Standard integration via GTFS and GTFS-RT
 - a. The standard integration for the automatic import of route and bus location information from CAD/AVL systems into the Umo Pass Services is via data feeds conforming to the real-time and static General Transit Feed Specification (<https://gtfs.org/>) via an internet accessible location that enables Cubic to automatically look for an import of updated files. Compatibility requirements include:
 1. Route identifiers, stop identifiers, and trip identifiers must be consistent across the GTFS Static and GTFS Realtime.
 2. GTFS-RT must contain unique vehicle identifiers for each vehicle in the fleet.
- B. Custom integration via the CAD/AVL system API
 - a. Integration via GTFS is the preferred and most common integration. Alternatively, Cubic can integrate on professional services, directly with CAD/AVL systems where the CAD/AVL system provides a suitable API, and the Customer securing acceptable access to such API through the Customer's commercial agreement with the CAD/AVL vendor. Compatibility requirements include:
 1. Consistent naming of key data elements such as route identifiers, stop identifiers, and trip identifiers across both the scheduled and real-time information available via the API; and
 2. Where the CAD/AVL is utilized for real-time information only, naming convention to ensure such data elements are consistent between the GTFS static feed and the real-time API data.

3.5.2.3 Attachment 3: Validator Specification Documentation

The validator scheduled to be installed at the time of Contract Execution / Notice to Proceed is the HID VAL 100.

Element	Description
Display	Full color, 4.3" Antireflective/antiglare 480 x 272 resolution
Processor	Dual core 1GHz
Umo Media Interfaces	NFC Closed Loop: MIFARE® DESFire EV2 2K Barcode: QR Code Open Payments: EMVCo L1 certified secure board EMVCo L2 certified for Visa, Mastercard, American Express and Discover
User Interfaces	Configurable audio output 4 x RGB LEDs
Connectivity	USB, Ethernet, , RS232, GPS Wi-Fi; Bluetooth 4, Bluetooth Low Energy 3G/4G/GPRS
Security	PCI SRED 5.1
Tolerances	Storage temperature: -30°C to 70°C Operating temperature: -20°C to 50°C Humidity: 0–95% RH, non-condensing IP54, IK07 rated
OS	Linux OS
Voltage	Supports 10.5-33VDC
Dimensions	HxWxD 265x145.5x188 mm
Weight	1.7 kg
Mounting	Pole mounted with vertical mount orientation attaching to 32mm or 36mm poles.

3.5.3 *Exhibit E3: Insurance Requirements – Intentionally Left Blank*

3.5.4 ***Exhibit E4: Required Terms – Intentionally Left Blank***

