



MASTER AGREEMENT #010726
CATEGORY: Transportation Services Payment Solutions
SUPPLIER: Masabi LLC

This Master Agreement (Agreement) is between Sourcewell, a Minnesota service cooperative located at 202 12th Street Northeast, Staples, MN 56479 (Sourcewell) and Masabi LLC, 1330 Avenue of the Americas, Suite 23A, New York, NY 10019 (Supplier).

Sourcewell is a local government and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) offering a Cooperative Purchasing Program to eligible participating government entities.

Under this Master Agreement entered with Sourcewell, Supplier will provide Included Solutions to Participating Entities through Sourcewell's Cooperative Purchasing Program.

Article 1:
General Terms

The General Terms in this Article 1 control the operation of this Master Agreement between Sourcewell and Supplier and apply to all transactions entered by Supplier and Participating Entities. Subsequent Articles to this Master Agreement control the rights and obligations directly between Sourcewell and Supplier (Article 2), and between Supplier and Participating Entity (Article 3), respectively. These Article 1 General Terms control over any conflicting terms. Where this Master Agreement is silent on any subject, Participating Entity and Supplier retain the ability to negotiate mutually acceptable terms.

- 1) **Purpose.** Pursuant to Minnesota law, the Sourcewell Board of Directors has authorized a Cooperative Purchasing Program designed to provide Participating Entities with access to competitively awarded cooperative purchasing agreements. To facilitate the Program, Sourcewell has awarded Supplier this cooperative purchasing Master Agreement following a competitive procurement process intended to meet compliance standards in accordance with Minnesota law and the requirements contained herein.
- 2) **Intent.** The intent of this Master Agreement is to define the roles of Sourcewell, Supplier, and Participating Entity as it relates to Sourcewell's Cooperative Purchasing Program.
- 3) **Participating Entity Access.** Sourcewell's Cooperative Purchasing Program Master Agreements are available to eligible public agencies (Participating Entities). A Participating Entity's authority to access Sourcewell's Cooperative Purchasing Program is determined through the laws of its respective jurisdiction.
- 4) **Supplier Access.** The Included Solutions offered under this Agreement may be made available to any Participating Entity. Supplier understands that a Participating Entity's use of this Agreement is at the Participating Entity's sole convenience. Supplier will educate its sales and service forces about Sourcewell eligibility requirements and required documentation. Supplier will be responsible for ensuring sales are with Participating Entities. For the avoidance of doubt, Supplier has the right to

elect to **not** sell Included Solutions to a Participating Entity and to therefore not agree and enter into any transaction documents (i.e. a contract) with a Participating Entity, at Supplier's sole discretion unless otherwise required by law.

- 5) **Term.** This Agreement is effective upon the date of the final signature below. The term of this Agreement is four (4) years from the effective date. The Agreement expires at 11:59 P.M. Central Time on April 8, 2030, unless it is cancelled or extended as defined in this Agreement.
1. **Extensions.** Sourcewell and Supplier may agree to up to three (3) additional one-year extensions beyond the original four-year term. The total possible length of this Agreement will be seven (7) years from the effective date.
 2. **Exceptional Circumstances.** Sourcewell retains the right to consider additional extensions as required under exceptional circumstances.
- 6) **Survival of Terms.** Notwithstanding the termination of this Agreement, the obligations of this Agreement will continue through the performance period of any transaction entered between Supplier and any Participating Entity before the termination date.
- 7) **Scope.** Supplier is awarded a Master Agreement to provide the solutions identified in RFP #010726 to Participating Entities. In Scope solutions include:
1. Sourcewell is seeking proposals for Transportation Services Payment Solutions. Awards under this solicitation for Transportation Services Payment Solutions will be in two (2) categories.
 - (b) **Category 2:** Fare Collection and Ticketing transportation payment solutions systems:
 - i. Fare collection devices and technology solutions, such as,
 1. Validation and ticketing devices;
 - a. Mobile and on-board validators;
 - b. Fare gates;
 - c. Standalone validators;
 - d. Ticket vending machines;
 2. Mobile payment collection systems;
 - a. Contactless card readers;
 - b. Digital wallet readers;
 - c. QR code validators;
 3. Validation inspection devices;
 - a. Handheld validators;
 - b. Biometric devices;
 - c. Fare inspection apps;
 4. Related fare media, such as data processing and communication devices and equipment;
 - ii. Mobile Pay-As-You-Go ticketing solutions and technologies, such as:
 - i. Payment service provider integration;
 - ii. Fare calculation capabilities;
 - iii. Fare capping and post-payment models;
 - iv. Financial reporting;

- v. Fraud detection and prevention;
 - vi. Integration with validation equipment; and,
 - vii. Automatic journey detection via smart devices.
- iii. Complementary Transportation Services Payment Solutions back office, account management, and platform services, such as:
- i. Account management interfaces for entities and end users, including mobile applications;
 - ii. Real-time transaction monitoring and reporting;
 - iii. End-user intake and sign-up services;
 - iv. Marketing and advertising of program services;
 - v. Advertising revenue services;
 - vi. Data analytics and performance analysis;
 - vii. Customer service and support for all stakeholders;
 - viii. Regulatory compliance services;
 - ix. Facilitation, generation, and support of periodic reporting for standard and custom reports;
 - x. Training programs and materials for all stakeholders; and,
 - xi. Integration of payment solutions and access for use of transportation services with existing and future mobility platforms such as transit, rideshare, taxi, and micro-mobility.
- iv. Proposals in Category 2 may include complementary products and services from Category 1 if their **primary offering is Category 2 products and services.**
- 8) **Included Solutions.** Supplier's Proposal to the above referenced RFP is incorporated into this Master Agreement. Only those Solutions included within Supplier's Proposal and within Scope (Included Solutions) are included within the Agreement and may be offered to Participating Entities.
- 9) **Indefinite Quantity.** This Master Agreement defines an indefinite quantity of sales to eligible Participating Entities.
- 10) **Pricing.** Pricing information (including Pricing and Delivery and Pricing Offered tables) for all Included Solutions within Supplier's Proposal is incorporated into this Master Agreement.
- 11) **Not to Exceed Pricing.** Suppliers may not exceed the prices listed in the current Pricing List on file with Sourcwell when offering Included Solutions to Participating Entities. Participating Entities may request adjustments to pricing directly from Supplier during the negotiation and execution of any transaction.
- 12) **Open Market.** Supplier's open market pricing process is included within its Proposal.
- 13) **Supplier Representations:**
- a. **Compliance.** Supplier represents and warrants it will provide all Included Solutions under this Agreement in full compliance with applicable federal, state, and local laws and regulations.

- b. **Licenses.** As applicable, Supplier will maintain a valid status on all required federal, state, and local licenses, bonds, and permits required for the operation of Supplier's business with Participating Entities. Participating Entities may request all relevant documentation directly from Supplier.
 - c. **Supplier Warrants.** Supplier warrants that all Included Solutions furnished under this Agreement are free from liens and encumbrances, and are free from material defects in design, materials, and workmanship. In addition, Supplier warrants the Solutions are suitable for and will perform in accordance with the ordinary use for which they are intended.
- 14) **Bankruptcy Notices.** Supplier certifies and warrants it is not currently in a bankruptcy proceeding. Supplier has disclosed all current and completed bankruptcy proceedings within the past seven years within its Proposal. Supplier must provide notice in writing to Sourcewell if it enters a bankruptcy proceeding at any time during the term of this Agreement.
- 15) **Debarment and Suspension.** Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota, the United States federal government, or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Agreement. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time during the term of this Agreement.
- 16) **Provisions for non-United States federal entity procurements under United States federal awards or other awards (Appendix II to 2 C.F.R § 200).** Participating Entities that use United States federal grant or other federal funding to purchase solutions from this Agreement may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Section, all references to "federal" should be interpreted to mean the United States federal government. The following list applies when a Participating Entity accesses Supplier's Included Solutions with United States federal funds.
- a. **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all agreements that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. § 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause is incorporated herein by reference.
 - b. **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed

and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must comply with all applicable Davis-Bacon Act provisions.

- c. **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708).** Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies, materials, or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Agreement. Supplier certifies that during the term of an award for all Agreements by Sourcwell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.
- d. **RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT.** If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. Supplier certifies that during the term of an award for all Agreements by Sourcwell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

- e. **CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387).** Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Supplier certifies that during the term of this Agreement it will comply with applicable requirements as referenced above.
- f. **DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689).** A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. § 180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.
- g. **BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352).** Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).
- h. **RECORD RETENTION REQUIREMENTS.** To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.
- i. **ENERGY POLICY AND CONSERVATION ACT COMPLIANCE.** To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.
- j. **BUY AMERICAN PROVISIONS COMPLIANCE.** To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

- k. **ACCESS TO RECORDS (2 C.F.R. § 200.336).** Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.
- l. **PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322).** A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- m. **FEDERAL SEAL(S), LOGOS, AND FLAGS.** The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.
- n. **NO OBLIGATION BY FEDERAL GOVERNMENT.** The U.S. federal government is not a party to this Agreement or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Agreement or any purchase by an authorized user.
- o. **PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS.** The Contractor acknowledges that 31 U.S.C. § 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Agreement or any purchase by a Participating Entity.
- p. **FEDERAL DEBT.** The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.
- q. **CONFLICTS OF INTEREST.** The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Agreement or any aspect related to the anticipated work under this Agreement raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.
- r. **U.S. EXECUTIVE ORDER 13224.** The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

- s. **PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT.** To the extent applicable, Supplier certifies that during the term of this Agreement it will comply with applicable requirements of 2 C.F.R. § 200.216.
- t. **DOMESTIC PREFERENCES FOR PROCUREMENTS.** To the extent applicable, Supplier certifies that during the term of this Agreement, Supplier will comply with applicable requirements of 2 C.F.R. § 200.322.

Article 2: Sourcewell and Supplier Obligations

The Terms in this Article 2 relate specifically to Sourcewell and its administration of this Master Agreement with Supplier and Supplier's obligations thereunder.

- 1) **Authorized Sellers.** Supplier must provide Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers which may complete transactions of Included Solutions offered under this Agreement. Sourcewell may request updated information in its discretion, and Supplier agrees to provide requested information within a reasonable time.
- 2) **Product and Price Changes Requirements.** Supplier may request Included Solutions changes, additions, or deletions at any time. All requests must be made in writing by submitting a Sourcewell Price and Product Change Request Form to Sourcewell. At a minimum, the request must:
- Identify the applicable Sourcewell Agreement number;
 - Clearly specify the requested change;
 - Provide sufficient detail to justify the requested change;
 - Individually list all Included Solutions affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
 - Include a complete restatement of Pricing List with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Included Solutions offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Change Request Form will become an amendment to this Agreement and will be incorporated by reference.

- 3) **Authorized Representative.** Supplier will assign an Authorized Representative to Sourcewell for this Agreement and must provide prompt notice to Sourcewell if that person is changed. The Authorized Representative will be responsible for:
- Maintenance and management of this Agreement;
 - Timely response to all Sourcewell and Participating Entity inquiries; and
 - Participation in reviews with Sourcewell.

Sourcewell's Authorized Representative is its Chief Procurement Officer.

- 4) **Performance Reviews.** Supplier will perform a minimum of one review with Sourcewell per agreement year. The review will cover transactions to Participating Entities, pricing and terms,

administrative fees, sales data reports, performance issues, supply chain issues, customer issues, and any other necessary information.

- 5) **Sales Reporting Required.** Supplier is required as a material element to this Master Agreement to report all completed transactions with Participating Entities utilizing this Agreement. Failure to provide complete and accurate reports as defined herein will be a material breach of the Agreement and Sourcewell reserves the right to pursue all remedies available at law including cancellation of this Agreement.
- 6) **Reporting Requirements.** Supplier must provide Sourcewell an activity report of all transactions completed utilizing this Agreement. Reports are due at least once each calendar quarter (Reporting Period). Reports must be received no later than 45 calendar days after the end of each calendar quarter. Supplier may report on a more frequent basis in its discretion. Reports must be provided regardless of the amount of completed transactions during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Sourcewell Participating Entity Account Number;
- Transaction Description;
- Transaction Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Transaction was invoiced/sale was recognized as revenue by Supplier.

If collected by Supplier, the Report may include the following fields as available:

- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;

- 7) **Administrative Fee.** In consideration for the support and services provided by Sourcewell, Supplier will pay an Administrative Fee to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. Supplier will include its Administrative Fee within its proposed pricing. Supplier may not directly charge Participating Entities to offset the Administrative Fee.
- 8) **Fee Calculation.** Supplier's Administrative Fee payable to Sourcewell will be calculated as a stated percentage (listed in Supplier's Proposal) of all completed transactions utilizing this Master Agreement within the preceding Reporting Period. For certain categories, a flat fee may be proposed. The Administrative Fee will be one per cent (1%) of all Charges set out in the Supplier's Proposal.
- 9) **Fee Remittance.** Supplier will remit fee to Sourcewell no later than 45 calendar days after the close of the preceding calendar quarter in conjunction with Supplier's Reporting Period obligations defined herein. Payments should note the Supplier's name and Sourcewell-assigned Agreement

number in the memo; and must be either mailed to Sourcewell above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions.

- 10) **Noncompliance.** Sourcewell reserves the right to seek all remedies available at law for unpaid or underpaid Administrative Fees due under this Agreement. Failure to remit payment, delinquent payments, underpayments, or other deviations from the requirements of this Agreement may be deemed a material breach and may result in cancellation of this Agreement and disbarment from future Agreements.
- 11) **Audit Requirements.** Pursuant to Minn. Stat. § 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by Sourcewell and the Minnesota State Auditor for a minimum of six years from the end of this Agreement. Supplier agrees to fully cooperate with Sourcewell in auditing transactions under this Agreement to ensure compliance with pricing terms, correct calculation and remittance of Administrative Fees, and verification of transactions as may be requested by a Participating Entity or Sourcewell.
- 12) **Assignment, Transfer, and Administrative Changes.** Supplier may not assign or otherwise transfer its rights or obligations under this Agreement without the prior written consent of Sourcewell. Such consent will not be unreasonably withheld. Sourcewell reserves the right to unilaterally assign all or portions of this Agreement within its sole discretion to address corporate restructurings, mergers, acquisitions, or other changes to the Responsible Party and named in the Agreement. Any prohibited assignment is invalid. Upon request Sourcewell may make administrative changes to agreement documentation such as name changes, address changes, and other non-material updates as determined within its sole discretion.
- 13) **Amendments.** Any material change to this Agreement must be executed in writing through an amendment and will not be effective until it has been duly executed by the parties.
- 14) **Waiver.** Failure by Sourcewell to enforce any right under this Agreement will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right.
- 15) **Complete Agreement.** This Agreement represents the complete agreement between the parties for the scope as defined herein. Supplier and Sourcewell may enter into separate written agreements relating specifically to transactions outside of the scope of this Agreement.
- 16) **Relationship of Sourcewell and Supplier.** This Agreement does not create a partnership, joint venture, or any other relationship such as employee, independent contractor, master-servant, or principal-agent.
- 17) **Indemnification.** Supplier must indemnify, defend, save, and hold Sourcewell, including their agents and employees, harmless from any direct losses incurred as a result of any third party claims or causes of action, including reasonable attorneys' fees incurred by Sourcewell, arising out of any act or omission in the performance of this Agreement by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or tangible property alleged to have been

caused by some material defect in design, condition, or performance of Included Solutions under this Agreement PROVIDED THAT:

- (a) Supplier is given prompt notice of any such claims;
- (b) Sourcewell provides reasonable co-operation to Supplier in the defense and settlement of such indemnified claim, at Sourcewell's expense; and
- (c) Supplier is given sole authority to defend or settle the indemnified claims; provided, however, that Supplier must obtain Sourcewell's prior written approval for any settlement that includes an admission of liability by Sourcewell or on Sourcewell's behalf.

Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

18) LIMITATION OF LIABILITY

18.1 NOTHING IN THIS AGREEMENT:

- (a) SHALL LIMIT OR EXCLUDE EITHER PARTY'S LIABILITY FOR:
 - (iii) DEATH OR PERSONAL INJURY CAUSED BY ITS GROSS NEGLIGENCE OR WILFUL MISCONDUCT, OR THE GROSS NEGLIGENCE OR WILFUL MISCONDUCT OF ITS PERSONNEL, AGENTS OR SUBCONTRACTORS;
 - (iii) FRAUD OR FRAUDULENT MISREPRESENTATION;
 - (iii) ANY OTHER LIABILITY WHICH CANNOT BE LIMITED OR EXCLUDED BY APPLICABLE LAW;
- (b) SHALL LIMIT OR EXCLUDE THE SUPPLIER'S LIABILITY UNDER THE INDEMNITIES AT SECTION 17 (INDEMNIFICATION) ABOVE.

18.2 SUBJECT TO SECTION 18.1 ABOVE, NEITHER PARTY SHALL BE LIABLE, IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR FOR BREACH OF STATUTORY DUTY OR IN ANY OTHER WAY FOR:

- (a) ANY LOSS ARISING FROM OR IN CONNECTION WITH LOSS OF REVENUES, PROFITS, CONTRACTS OR BUSINESS OR FAILURE TO REALISE ANTICIPATED SAVINGS (WHETHER SUCH LOSS IS DIRECT OR INDIRECT);
- (b) ANY LOSS OF GOODWILL OR REPUTATION (WHETHER SUCH LOSS IS DIRECT OR INDIRECT); OR
- (c) ANY SPECIAL, EXEMPLARY, PUNITIVE, INDIRECT OR CONSEQUENTIAL LOSSES; OR
- (d) ANY LOSS OF PRODUCTION, USE, BUSINESS, REVENUE OR PROFIT OR DIMINUTION IN VALUE OR IMPAIRMENT, INABILITY TO USE OR LOSS, INTERRUPTION OR DELAY OF THE SERVICES OR LOSS, DAMAGE, CORRUPTION OR RECOVERY OF DATA, OR BREACH OF DATA OR SYSTEM SECURITY

SUFFERED OR INCURRED BY THE OTHER PARTY, OR ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, EVEN IF THE OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, REGARDLESS OF WHETHER THE CUSTOMER WAS ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

18.3 SUBJECT TO SECTIONS 18.1 AND 18.2 ABOVE, EACH PARTY'S AGGREGATE LIABILITY, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), BREACH OF STATUTORY DUTY, OR OTHERWISE, ARISING UNDER OR IN CONNECTION WITH THIS AGREEMENT SHALL BE LIMITED TO ONE HUNDRED THOUSAND US DOLLARS (USD 100,000).

18.4 The rights of either Party under this Agreement are in addition to, and not exclusive of, any rights or remedies provided by the common law.

18.5 A party's liability under this Agreement will be reduced to the extent that the wrongful, unlawful or negligent act or omission of the other party caused or contributed to the relevant liability or to the act or circumstance giving rise to the liability.

18.6 A party which incurs a loss under an Agreement must take reasonable steps to avoid or minimize the loss.

19) **Data Practices.** Supplier and Sourcewell acknowledge Sourcewell is subject to the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13. As it applies to all data created and maintained in performance of this Agreement, Supplier may be subject to the requirements of this chapter.

20) **Grant of License.**

a) **During the term of this Agreement:**

i) **Supplier Promotion.** Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising, promotional materials, and informational sites for the purpose of marketing Sourcewell's Agreement with Supplier.

ii) **Sourcewell Promotion.** Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising, promotional materials, and informational sites for the purpose of marketing Supplier's Agreement with Sourcewell.

b) **Limited Right of Sublicense.** The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, partners, or agents (collectively "Permitted Sublicensees") in advertising, promotional, or informational materials for the purpose of marketing the Parties' relationship. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this section by any of their respective sublicensees.

c) **Use; Quality Control.**

i) Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.

ii) Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Each party may make written notice to the other regarding misuse under this section. The offending party will have 30 days of the date of the written notice to cure the issue or the license/sublicense will be terminated.

d) **Termination.** Upon the termination of this Agreement for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and

the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

- 21) **Venue and Governing law between Sourcewell and Supplier Only.** The substantive and procedural laws of the State of Minnesota will govern this Agreement between Sourcewell and Supplier. Venue for all legal proceedings arising out of this Agreement between Sourcewell and Supplier will be in court of competent jurisdiction within the State of Minnesota. This section does not apply to any dispute between Supplier and Participating Entity. This Agreement reserves the right for Supplier and Participating Entity to negotiate this term to within any transaction documents.
- 22) **Severability.** If any provision of this Agreement is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Agreement is capable of being performed, it will not be affected by such determination or finding and must be fully performed.
- 23) **Insurance Coverage.** At its own expense, Supplier must maintain valid insurance policy(ies) during the performance of this Agreement with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:
- a) **Commercial General Liability Insurance.** Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Agreement.
 - \$1,000,000 each occurrence Bodily Injury and Property Damage
 - \$1,000,000 Personal and Advertising Injury
 - \$2,000,000 aggregate for products liability-completed operations
 - \$2,000,000 general aggregate
 - b) **Certificates of Insurance.** Prior to execution of this Agreement, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Agreement. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or provided to in an alternative manner as directed by Sourcewell. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf. Failure of Supplier to maintain the required insurance and documentation may constitute a material breach.
 - c) **Additional Insured Endorsement and Primary and Non-contributory Insurance Clause.** Supplier agrees to list Sourcewell, including its officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further

provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

- d) **Waiver of Subrogation.** Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Agreement or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.
- e) **Umbrella/Excess Liability/SELF-INSURED RETENTION.** The limits required by this Agreement can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.
- 24) **Termination for Convenience.** Sourcewell or Supplier may terminate this Agreement upon 60 calendar days' written notice to the other Party. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.
- 25) **Termination for Cause.** Sourcewell may terminate this Agreement upon providing written notice of material breach to Supplier. Notice must describe the breach in reasonable detail and state the intent to terminate the Agreement. Upon receipt of Notice, the Supplier will have 30 calendar days in which it must cure the breach. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.

Article 3: Supplier Obligations to Participating Entities

The Terms in this Article 3 relate specifically to Supplier and a Participating Entity when entering transactions utilizing the General Terms established in this Master Agreement. Article 1 General Terms control over any conflict with this Article 3. Where this Master Agreement is silent on any subject, Participating Entity and Supplier retain the ability to negotiate mutually acceptable terms.

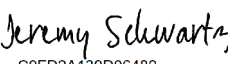
- 1) **Quotes to Participating Entities.** Suppliers are encouraged to provide all pricing information regarding the total cost of acquisition when quoting to a Participating Entity. Suppliers and Participating Entities are encouraged to include all costs specifically associated with or included within the Suppliers proposal and Included Solutions within transaction documents.
- 2) **Shipping, Delivery, Acceptance, Rejection, and Warranty.** Supplier's proposal may include proposed terms relating to shipping, delivery, inspection, and acceptance/rejection and other relevant terms of tendered Solutions. Supplier and Participating Entity may negotiate final terms appropriate for the specific transaction relating to non-appropriation, shipping, delivery, inspection, acceptance/rejection of tendered Solutions, and warranty coverage for Included Solutions. Such terms may include, but are not limited to, costs, risk of loss, proper packaging, inspection rights and

timelines, acceptance or rejection procedures, and remedies as mutually agreed include notice requirements, replacement, return or exchange procedures, and associated costs.

- 3) **Applicable Taxes.** Participating Entity is responsible for notifying supplier of its tax-exempt status and for providing Supplier with any valid tax-exemption certification(s) or related documentation.
- 4) **Ordering Process and Payment.** Supplier's ordering process and acceptable forms of payment are included within its Proposal. Participating Entities will be solely responsible for payment to Supplier and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.
- 5) **Transaction Documents.** Participating Entity may require the use of its own forms to complete transactions directly with Supplier utilizing the terms established in this Agreement. Supplier's standard form agreements may be offered as part of its Proposal. Supplier and Participating Entity may complete and document transactions utilizing any type of transaction documents as mutually agreed, including Supplier's Terms, an example of which is attached hereto as Exhibit A. In any transaction document entered utilizing this Agreement, Supplier and Participating Entity must include specific reference to this Master Agreement by number and to Participating Entity's unique Sourcewell account number.
- 6) **Additional Terms and Conditions Permitted.** Participating Entity and Supplier may negotiate and include additional terms and conditions within transaction documentation as mutually agreed. Such terms may supplant or supersede this Master Agreement when necessary and as solely determined by Participating Entity. Sourcewell has expressly reserved the right for Supplier and Participating Entity to address any necessary provisions within transaction documents not expressly included within this Master Agreement, including but not limited to transaction cancellation, dispute resolution, governing law and venue, non-appropriation, insurance, defense and indemnity, force majeure, and other material terms as mutually agreed.
- 7) **Subsequent Agreements and Survival.** Supplier and Participating Entity may enter into a separate agreement to facilitate long-term performance obligations utilizing the terms of this Master Agreement as mutually agreed. Such agreements may provide for a performance period extending beyond the full term of this Master Agreement as determined in the discretion of Participating Entity.
- 8) **Participating Addendums.** Supplier and Participating Entity may enter a Participating Addendum or similar document extending and supplementing the terms of this Master Agreement to facilitate adoption as may be required by a Participating Entity.

Sourcewell

Masabi LLC


Signed by:

C0FD2A139D06489...

By: _____

Jeremy Schwartz

Title: Chief Procurement Officer

Date: 5/11/2026 | 7:10 PM CDT

Signed by:

341242F4CBC446E...

By: _____

Juan Carbonell

Title: Sr. Vice President of Sales

Date: 5/11/2026 | 7:07 AM PDT

RFP 010726 - Transportation Services Payment Solutions

Vendor Details

Company Name: Masabi LLC
Does your company conduct business under any other name? If yes, please state: Masabi
Address: 1330 Ave of the Americas
Suite 23A
New York, New York 10019
Contact: Brandon Leonhard
Email: brandon.leonhard@masabi.com
Phone: 317-373-3964
HST#: 990385078

Submission Details

Created On: Friday November 21, 2025 04:03:11
Submitted On: Wednesday January 07, 2026 14:43:56
Submitted By: Jorge Hilla Julia
Email: bid-subscriptions@masabi.com
Transaction #: c79c68ae-55bc-4f65-bfcf-10845e427bfa
Submitter's IP Address: 147.243.254.71

Specifications

Table 1: Proposer Identity & Authorized Representatives (Not Scored)

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond “N/A” if the question does not apply to you (preferably with an explanation).

Table 1 Specific Instructions. Sourcewell requires identification of all parties responsible for providing Solutions under a resulting master agreement(s) (Responsible Supplier). Proposers are strongly encouraged to include all potential Responsible Suppliers including any corporate affiliates, subsidiaries, D.B.A., and any other authorized entities within a singular proposal. All information required under this RFP must be included for each Responsible Supplier as instructed. Proposers with multiple Responsible Supplier options may choose to respond individually as distinct entities, however each response will be evaluated individually and only those proposals recommended for award may result in a master agreement award. Unawarded entities will not be permitted to later be added to an existing master agreement through operation of Proposer’s corporate organization affiliation.

| Line Item | Question | Response * |
|-----------|---|---|
| 1 | Provide the legal name of the Proposer authorized to submit this Proposal. | Masabi LLC |
| 2 | In the event of award, is this entity the Responsible Supplier that will execute the master agreement with Sourcewell? Y or N. | Yes |
| 3 | Identify all subsidiaries, D.B.A., authorized affiliates, and any other entity that will be responsible for offering and performing delivery of Solutions within this Proposal (i.e. Responsible Supplier(s) that will execute a master agreement with Sourcewell). | Masabi LLC, a US-based member of the Masabi Group, will deliver products and services to US agencies. Masabi LTD, a UK-based member of the Masabi Group, will be the entity authorized for offering and performing the delivery of solutions to Canadian Agencies within this Proposal. |
| 4 | Provide your CAGE code or Unique Entity Identifier (SAM): | Cage Code: 7LWR8 UEI: EU4JV8CS8N61 |
| 5 | Provide your NAICS code applicable to Solutions proposed. | 541512 – Computer Systems Design Services (Account-based fare collection, EMV/contactless systems, validator integration, mobile ticketing architecture) 541511 – Custom Computer Programming Services (APIs, SDKs, CAD/AVL & MaaS integrations, mobile wallet and virtual smartcard functionality) 541519 – Other Computer Related Services (SaaS platform support, uptime monitoring, system configuration, technical support) 518210 – Data Processing, Hosting, and Related Services (Cloud-hosted fare collection, rider account management, transaction processing) 522320 – Financial Transactions Processing (Contactless EMV processing, fare payment routing, settlement, PCI-compliant payment handling) |
| 6 | Proposer Physical Address: | Masabi LLC: 1330 Avenue of the Americas, Suite 23A, New York, NY 10019. Masabi LTD: 1 Bow Churchyard, London EC4M 9DQ, United Kingdom. |
| 7 | Proposer website address (or addresses): | Masabi website address is www.masabi.com |
| 8 | Proposer’s Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the “Proposer’s Assurance of Compliance” on behalf of the Proposer): | Juan Carbonell Sr. Vice President of Sales Phone: 305-877-5792 Email: juan.carbonell@masabi.com |
| 9 | Proposer’s primary contact for this proposal (name, title, address, email address & phone): | Jeff Nullmeyer Sr. Business Development Manager Phone: 949-973-3982 Email: jeff.nullmeyer@masabi.com |
| 10 | Proposer’s other contacts for this proposal, if any (name, title, address, email address & phone): | Cristina Heras Head of Bids Email: cristina.heras@masabi.com Brandon Leonhard VP Strategic Accounts Email: brandon.leonhard@masabi.com Phone: 317-373-3964 Taya Leybman Chief Product Officer Email: taya.leybman@masabi.com Phone: 416-834-3861 Maya Nurka Vice President, Strategic Programs Email: maya.nurka@masabi.com Phone: 647-998-1559 |

Table 2A: Financial Viability and Marketplace Success (50 Points, applies to Table 2A and 2B)

| Line Item | Question | Response * |
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| 11 | Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested Solutions. | <p>Brief Company History Founded in 2000, Masabi has a long history as an innovator in public transport fare payments. In 2007, Masabi created the world's first mobile ticketing application for Chiltern Railways in the UK. Masabi subsequently designed the barcode standard still in use across UK Rail today, enabling riders to use a single mobile ticket on journeys involving multiple rail operators. In 2012, Masabi launched the Justride platform to provide transit operators and authorities with ticketing services delivered through the world's first transit-focused, shared, multi-tenant Software-as-a-Service (SaaS) platform. The first deployment of Justride was for the Massachusetts Bay Transportation Authority (MBTA), representing the first mobile ticketing deployment in North America. MBTA continues to use the Justride platform for its mobile ticketing services today. In 2020, Masabi added Account-Based Ticketing (ABT) capabilities and launched ABT with RGRTA in Rochester, New York—the first SaaS ABT deployment in the world. In 2023, Masabi launched the first Open Payments deployment for Justride, which is now live for 11 customers in the United States, Spain, and Australia. The Justride platform has been consistently recognized for excellence and innovation, with 34 industry awards since 2016. Masabi has received 11 global awards from Transport Ticketing Global, including the Supplier Innovation Award in 2025. Masabi also regularly wins regional awards in its customers' local markets, such as the Innovative Solutions Award for its work in Colorado. Masabi takes great pride in the industry recognition received from prestigious organizations and independent judging panels made up of experts from around the globe.</p> <p>Core Values Masabi focuses exclusively on fare collection, delivering scalable, interoperable solutions across diverse transit modes and regions. Masabi provides mobile ticketing, Account-Based Ticketing, and Open Payments, processing more scans, taps, and revenue than any other SaaS fare-payment platform provider. The company is guided by three core values: making fare payments convenient for everyone, delivering exceptional value to transit agencies, and ensuring agencies always collect the revenue they are due. Masabi Core Value 1: Make Fare Payments Convenient for Everyone Masabi continually innovates to make fare payments more convenient and accessible. Even before smartphones were commonplace, Masabi introduced the transit world to mobile ticketing, allowing public transit passengers to securely purchase a ticket with the device in their pocket. When smartphone apps proliferated, Masabi was the first to integrate mobile ticketing into popular third-party ride-hailing and journey planning apps like Uber and Transit app. Today, Masabi is expanding Open Payments beyond major metros to small and medium-sized agencies, including Kaua'i Bus in Hawai'i, Rochester RTA in New York, COTA in Ohio, and Niagara Transit in Ontario. In each era, Masabi expanded how riders could pay for transit using what they already had with them, improving convenience and accessibility to riders. But convenience only matters if it is available to everyone. That's why Masabi always invests in innovations that benefit riders without a smartphone, riders with limited or no mobile data plans, riders with disabilities, riders traveling as a family, riders who speak languages other than English, and riders who prefer to pay cash. This emphasis makes Justride both accessible and modern so no rider is left behind by the pace of change. This rider-centric approach to fare payments defines Masabi's heart for public transit and ensures that Masabi's products always make sense for the people transit agencies exist to serve: the riders. Masabi Core Value 2: Deliver Exceptional Value to Transit Agencies Masabi delivers value for money by reducing the cost of fare collection and making agency systems more interoperable, flexible, and efficient. Today, Masabi delivers exceptional value across five broad categories: Category 1: Remove the costs and delays of redundant fare payment system design/build work For decades, the fare payment industry relied on the Design-Build-Operate-Maintain (DBOM) model, under which agencies procured custom fare systems rebuilt from the ground up for each deployment. Although these systems shared similar fare media, sales channels, and back office functions, each contract required separate design, build, and testing cycles. As a result, fare collection systems became famously difficult to implement at the initially agreed price. Repeated redesign and retesting also exposed projects to unpredictable delays, frustrating agency staff, disappointing riders, and increasing costs. Masabi replaced this approach with Fare Payments-as-a-Service (FPaaS), investing in a single, continuously improved platform shared across customers. Since its introduction in 2012, Masabi's Justride platform has been configured for agencies of all sizes across North America, including ARTM (Montréal), New York MTA, Denver RTD, Metro Transit Madison, Niagara Transit, and Kaua'i Bus. Because all agencies</p> |

share the same platform, Masabi can quickly and efficiently configure the existing platform to serve new customers at a lower overall cost and without the lengthy delays associated with the DBOM model.

With the FPaaS model, Masabi has earned a reputation as a trusted implementation partner, consistently delivering fare systems on time, on budget, and aligned to each agency's operational goals.

Masabi's ability to execute fast, reliable rollouts is unmatched in the industry. Key examples include:

In Madison, Wisconsin, Masabi delivered a comprehensive fare system that included ABT smart cards, validators, and Open Payments on budget and on schedule, from initial rollout in fall 2024 to Open Payments expansion in spring 2025.

In 2023, Masabi was selected to integrate New York MTA's commuter railroads into OMNY, replacing the original vendor based on delivery performance. MTA leadership publicly cited Masabi's reliability, agility, and passenger-focused execution. As Deputy Chief Jessica Lazarus stated: "The smartest path for customers is to double down on TrainTime" (the MTA's ticketing app powered by Masabi).

In 2025 alone, Masabi launched 93 fare-payment modules for 35 agencies—nearly two public launches per week.

Category 2: Remove Vendor Lock-In

Choosing Masabi means that transit agencies avoid vendor lock-in. Justride is designed from the ground up as an open platform, with over 100 proven integration partners, including Cubic, HID, Scheidt & Bachmann, Flowbird, Ventek, INIT, Clever Devices, Vontas (Trapeze), Moovit, Transit app, Uber, Google Maps, and Citymapper app.

Benefits of the open approach:

Freedom to select or retain preferred vendors without costly rebuilds.

Ability to evolve the system as new technologies emerge

Confidence in long-term interoperability across equipment and mobility platforms

Category 3: Reduce Dependency on Expensive Hardware and Fare Media

By giving riders attractive digital sales channels, Masabi helps agencies reduce the use of expensive sales channels, fare media, and payment methods, like ticket vending machines (TVMs), cash payments, and paper tickets. For example, Masabi's Justride platform helped the Boston MBTA reduce TVM usage at commuter rail stations by 40% over a four-year period. Similarly, RTC Las Vegas reduced TVM usage on the Las Vegas Strip by 14% by introducing Masabi's contactless EMV solution. Meanwhile, Metrolink (Los Angeles, California) went from 100% paper ticket sales to 60% mobile app delivery, significantly reducing the cost of fare media to the agency.

For many North American agencies, collecting and processing cash imposes significant costs and security risks. Justride provides effective ways to minimize these costs or eliminate them entirely. These methods include a suite of digital payment options, a cash digitization network at local retail stores, and incentives for cashless payments. Justride is the first fare payment platform to enable a North American agency to completely eliminate cash on board buses. Greater Dayton RTA used a phased approach to eliminate cash on board buses, retiring fareboxes entirely in November 2021. As a result, the agency reduced total fare-collection costs by 50%. In March 2025, Core Transit (Vail, Colorado) also ceased collecting cash on board its buses, offering Masabi's suite of digital payment and cash digitization options instead.

Category 4: Replace the Change Order Model with Consistent, Predictable Service Fees

Masabi replaces the industry's change-order-driven model with predictable, transparent service fees. For example, Masabi completed an on-budget implementation of ABT for the transit in Las Vegas, Nevada (RTC) in 2023. A single change order was added to account for an increase in the price of smart cards due to the global semiconductor shortage. Masabi did not charge RTC additional fees and successfully launched ABT in September 2023. Overall, Masabi's FPaaS model can save transport authorities and operators 40% or more compared with DBOM solutions, according to an independent report from transit consultants Consult Hyperion.

Category 5: Improve Operational Efficiency

Justride simplifies agency operations by reducing boarding friction, enabling third-party fare distribution, and making tariff changes easier to manage.

Reducing friction at boarding: Justride simplifies the boarding process by eliminating the need for transactions with the bus operator. Mobile ticketing riders simply scan their ticket when they board — typically in two seconds or less, compared to around nine seconds for a typical cash transaction. Operators do not have to collect cash, make change, explain fareboxes, or issue transfer tickets. Account-Based Ticketing and Open Payments make the process even smoother, as riders don't have to select or activate tickets in advance. They simply tap a card or scan their ABT barcode while boarding and let the Justride Fare Engine calculate the best fare.

Empowering institutional partners: The Justride Partner Portal allows educational, corporate, and social services organizations to distribute a full range of flexible fare products to their students, employees, and clients. Each partner can independently administer its own recipients. Justride provides sufficient information for agencies to bill their business customers by any financial agreement, including the number of users, the number of tickets/passes issued, or the number of trips taken.

Making tariff changes easy: Justride makes tariff changes easy through a simple file upload followed by testing for quality assurance. Because the tariff is held centrally in the Justride back office rather than on every validator, transit agencies have the flexibility to make quick tariff changes to accommodate special events or new fare policies.

Masabi Core Value 3: Ensure Transit Agencies Always Collect the Revenue They Are Due

Justride is engineered to ensure agencies collect all revenue due through strong cybersecurity, anti-fraud controls, and rigorous industry compliance. The platform uses hardened cloud architecture, end-to-end encryption, strict access controls, and continuous monitoring. Masabi and Justride are certified to PCI DSS, SOC 2, and ISO 27001 standards, with independently audited controls across payment security and information governance.

This security foundation is matched by a performance-focused, cloud-native architecture designed for extreme demand. Auto-scaling microservices, redundant processing, and queue-based transaction handling maintain low latency as volumes grow. In production, Justride supports some of the world's busiest transit environments, including New York MTA and Boston MBTA, processing tens of thousands of activations and millions of dollars per hour while absorbing demand spikes exceeding 400% without degradation.

Business Philosophy: Partnering with Public Transit Agencies

Simply selling technology isn't sufficient to achieve the benefits of the three core values. Instead, Masabi believes that its business will succeed through enduring partnerships with public transit agencies that put the three core values at the center: making fare payments convenient and accessible for everyone; delivering exceptional value to transit agencies; and ensuring that transit agencies always collect the revenue they are due.

This partnership begins with a discussion about how the Justride platform can support an agency's objectives for its fare collection system. It continues as Masabi's expert implementation team quickly launches a new experience for riders, operators, and agency staff, and it lasts for the duration of the contract as Masabi supports the agency's platform with a dedicated account manager, 24/7 technical support, and ongoing innovation.

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| <p>12</p> | <p>What are your company's expectations in the event of an award?</p> | <p>Cooperative Contract Availability The Sourcewell award will function as a cooperative purchasing vehicle, enabling eligible agencies to procure Masabi's fare payment solutions without conducting their own RFP. Masabi expects the Sourcewell contract to significantly reduce procurement timelines and administrative burden for participating agencies by providing a pre-negotiated, compliant contracting vehicle. Masabi expects the Sourcewell award to serve as a scalable, repeatable procurement pathway that agencies can confidently rely on for fare system modernization.</p> <p>Agency-Specific Scope Definition Each participating agency will define its specific needs—such as mobile ticketing, account-based fare collection, contactless EMV validation, smartcard support, or partner integrations. Masabi will prepare a detailed proposal, project plan, and pricing based on that scope. Masabi will work collaboratively with Sourcewell and the agency to refine or clarify scope as needed. Agencies are not required to procure all available services and may select only the solutions that align with their operational and budgetary needs. Masabi expects nearly all deployments to be delivered through standard configuration of its shared SaaS platform rather than custom development. Masabi's Justride platform is highly modular and can be configured to meet the needs of agencies of varying size, complexity, and operational requirements.</p> <p>Pricing and Terms Governed by the Master Contract All pricing, discounts, service levels, and contractual commitments will follow the terms established in the Sourcewell master agreement. This ensures consistent, transparent, and reusable commercial terms across participating agencies. This structure supports public-sector procurement compliance, auditability, and clear documentation for participating agencies.</p> <p>Direct Contracting Through Agency Service Orders Masabi will execute a Service Order or Work Order with each participating agency under the Sourcewell contract to define deliverables, responsibilities, deployment approach, timelines, and required integrations. Masabi expects the Sourcewell award to support multiple agencies procuring and deploying solutions concurrently under this standardized framework, supported by a deployment team with proven capacity to deliver projects in parallel.</p> <p>Agency Participation in Delivery Participating agencies are expected to provide timely access to project stakeholders, GTFS/GTFS-RT data, operational contacts, and third-party vendors - such as CAD/AVL providers or payment processors - needed to support implementation.</p> <p>Standard Masabi Implementation Approach Masabi will deliver projects using its established deployment methodology, including project kickoff and requirements definition, configuration of the Justride platform, integrations as required, validation hardware setup if applicable, testing and acceptance, go-live and stabilization and ongoing support and maintenance. This standardized methodology helps enable predictable delivery timelines and repeatable outcomes across agencies of varying size and complexity.</p> <p>Ongoing SaaS Subscription and Support Agencies procuring through Sourcewell will subscribe to Masabi's SaaS platform, receiving continuous updates, monitoring, and customer support in alignment with contract SLAs.</p> <p>Coordination with Third-Party Partners If an agency involves hardware vendors, payment processors or mobility app partners, Masabi expects cooperative coordination among all parties to ensure a smooth and successful deployment. Masabi will actively coordinate and oversee third-party partners as required, serving as the primary point of accountability so the agency has a single point of responsibility for delivery and integration.</p> <p>Business Development Support On occasion, agencies may have questions on Sourcewell. Considerations around contract terms, fees and the experience of Sourcewell may come up. Masabi may request the support of a Sourcewell account manager to connect with potential future agencies to help address their questions.</p> <p>A Long Term Partnership Masabi views the Sourcewell award as the foundation for long-term partnerships with participating agencies, supporting not only initial deployments but ongoing system evolution, service enhancements, and future modernization initiatives. Masabi expects to support agencies throughout the full lifecycle of their fare systems, from initial deployment through future expansion and modernization.</p> |
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| <p>13</p> | <p>Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response. DO NOT PROVIDE ANY TAX INFORMATION OR PERSONALLY IDENTIFIABLE INFORMATION.</p> | <p>Masabi is a long-standing and trusted full fare collection software provider. With over 25 years in business, our longevity and growth story are a testament to our financial strength and stability. Masabi has followed a strategy of prioritizing investments in the platform's capabilities to meet the industry's needs. This strategy resulted in many innovative capabilities that shaped the market, including the following milestones:</p> <p>Mobile QR Ticketing: In 2007, Masabi launched the industry's first mobile QR ticketing system with Chiltern Railways in the UK. Masabi went on to design the QR barcode scheme used across UK Rail services, enabling all rail operators in the country to use a secure barcode standard.</p> <p>SaaS Platform: In 2012, Masabi entered the US market and launched the Justride platform, the industry's first native SaaS platform. Justrise offers transit agencies mobile ticketing services on a common Software-as-a-Service (SaaS) platform. The first deployment of Justride was for the Massachusetts Bay Transit Authority (MBTA), the first mobile ticketing deployment in North America.</p> <p>Account-Based Ticketing: In 2020, Masabi provided a SaaS Account-Based Ticketing platform for Rochester-Genesee Regional Transportation Authority (RGRTA), enabling modern capabilities like Pay As You Go fares and fare capping.</p> <p>Open Payments: In 2023, Masabi launched Open Payments with RTC of Southern Nevada, allowing riders to pay fares and travel with a single tap of a contactless credit/debit card.</p> <p>Masabi's management, supported by the board of directors, intentionally and carefully decided to make the necessary R&D investments to support each of these milestones. As is typical of a growth stage SaaS business, R&D expenditure rates, combined with other costs, exceeded the company's revenues, giving rise to a historical accounting loss shown in the company's financial statements.</p> <p>During this period, Masabi presented financial summaries to many contracted customers, outlining its measured approach to investment in the platform's capabilities. For example, New York MTA, Calgary Transit, Dayton RTA, and Denver RTD reviewed Masabi's financial positions and awarded Masabi contracts after understanding Masabi's business model.</p> <p>Profitable Position</p> <p>Masabi's investment strategy produced a mature platform that meets the needs of existing and new customers around the world. In 2024, the company achieved profitability based on consistent US, UK, Canadian, Spanish, and Australian growth - key financial metrics are included in the appendix. Masabi's leadership continues to follow a policy of responsible financial management that will maintain profitability while continuing key investments in the platform's capabilities. Consequently, we expect 2025 to show further financial progress and post our first full year of profitability.</p> <p>Institutional Backing</p> <p>Masabi has firm backing from leading investment and banking institutions. Masabi's lead investor, Accel-KKR, is regularly recognized as a top-10 private equity software investment firm. Other investors include Smedvig, MMC, Shell, and Mastercard. Masabi's senior lender is HSBC, the #7 largest bank in the world (#3 outside of China, 2023). Masabi is audited annually by BDO, the #5 accounting firm globally, providing credible assurance of our financial viability.</p> <p>Stability for the Future</p> <p>Masabi's strategy of investing in the capabilities demanded by the market, with strong financial backing and a profitable position supported by sound financial management, positions the company as a secure, reliable partner capable of delivering both new innovations and long-term stability for its customers. Masabi would be happy to provide any additional clarification on its financial position upon request.</p> <p>Please see: Appendix F. Masabi Group Limited 2023 Financial Accounts - Masabi Signed Appendix G. Masabi_Group_Limited_2024_Financial_Accounts - Final Signed</p> |
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| <p>14</p> | <p>What is your US market share for the Solutions that you are proposing?</p> | <p>There are no industry-standard sources that measure market share specifically for fare collection, mobile ticketing, or Account-Based Ticketing in North America. However, based on publicly known deployments and the current competitive landscape, Masabi is widely recognized as the leading SaaS-based fare payment provider in the United States.</p> <p>More than 70 US transit agencies use Masabi's Justride platform for fare payments. All US deployments are delivered on the Justride multi-tenant SaaS platform, enabling agencies to deploy different combinations of capabilities based on their specific operational needs and rider populations. Some agencies use mobile ticketing with visual validation only, others validate mobile tickets using dynamic encrypted barcodes scanned by validators, and others deploy account-based fare collection and Open Payments EMV payments.</p> <p>Masabi's platform is highly configurable, allowing each agency to adopt the fare payment model that best fits its size, budget, fare policy, and technical readiness. Agencies are not required to deploy all capabilities at once and can start with mobile ticketing and expand over time to additional validation methods or Open Payments as their needs evolve.</p> <p>Masabi supports some of the largest and most complex transit agencies in the United States, including: MTA New York (LIRR and Metro-North) MBTA (Boston) RTD Denver RTC Southern Nevada (Las Vegas) Metrolink (Los Angeles) Los Angeles World Airports (LAWA) Utah Transit Authority Pittsburgh Regional Transit and Metro Transit (Madison), among many others.</p> <p>These deployments span bus, rail, commuter rail, ferry, and airport mobility networks, representing the largest installed base of cloud-delivered fare payment systems in the country.</p> <p>This flexibility and scalability are further demonstrated through EZfare, the largest regional fare payment solution in the United States, comprising more than 20 transit agencies ranging from small and mid-sized systems to large, complex operators such as the Greater Cleveland Regional Transit Authority (GCRTA). EZfare is delivered on the same Justride multi-tenant SaaS platform used by Masabi's direct agency customers, with EZfare agencies hosted together within a logically separated environment on Masabi's shared, cloud-hosted platform. Within EZfare, agencies retain agency-specific fare policies, discount entitlements, validation approaches and deployment models, illustrating Masabi's ability to support diverse agency requirements within a shared platform.</p> <p>In addition, Masabi currently supports the largest number of active Open Payments (cEMV) deployments in North America, including large-scale implementations at RTD Denver, RTC Las Vegas, and Central Ohio Transit Authority (COTA). Importantly, Masabi's platform enables agencies to adopt cEMV when and where it makes sense, without requiring a one-size-fits-all approach.</p> <p>Masabi's exclusive focus on fare payments delivered through a shared, multi-tenant SaaS platform has enabled the company to achieve the most extensive SaaS footprint in the US fare collection market today.</p> |
| <p>15</p> | <p>What is your Canadian market share for the Solutions that you are proposing?</p> | <p>Based on publicly known deployments and the current competitive landscape, Masabi is one of the most widely deployed SaaS-based fare payment providers in Canada. These deployments span urban, regional, and provincial networks and support a range of fare payment models, including mobile ticketing, account-based fare collection, and Open Payments (cEMV).</p> <p>Masabi currently supports multiple Canadian transit agencies across major provinces, including: ARTM in Montréal (the 3rd largest agency in North America), Metrolinx in Toronto Calgary Transit Halifax Transit Saskatoon Transit Niagara Transit Saint John Transit and Grand River Transit</p> <p>All Canadian deployments are delivered on Masabi's Justride multi-tenant SaaS platform, enabling agencies to adopt solutions that align with their specific operational needs, fare policies, and technical readiness. Agencies may deploy different combinations of capabilities and expand over time as requirements evolve. Because Masabi delivers fare payments through a shared, cloud-hosted SaaS platform, rather than custom-built, single-agency systems, these deployments collectively represent the largest cloud-delivered fare collection footprint in Canada today, positioning Masabi as a leading provider in the Canadian market.</p> |

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| 16 | <p>Disclose all current and completed bankruptcy proceedings for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcewell if it enters a bankruptcy proceeding at any time during the pendency of this RFP evaluation.</p> | <p>Masabi is a financially solvent and stable vendor. As of the date of this submission, neither the Proposer (Masabi) nor any included Responsible Party has been involved in any current or completed bankruptcy proceedings within the past seven (7) years. Should the Proposer enter into bankruptcy proceedings at any time during the pendency of this RFP evaluation, written notice will be provided to Sourcewell as required.</p> |
| 17 | <p>How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer the question that best applies to your organization, either a) or b). a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?</p> | <p>Masabi is a global provider of fare payment solutions for public transit, delivering its services primarily as a service provider. This is common for most Software-as-a-Service (SaaS) companies. The company develops, operates, and maintains the Justride platform, which is used by transit agencies worldwide. Masabi has one core focus, to make the best full fare collection software delivered in a native SaaS approach. Agencies always receive the latest version of our software included in their license fee, delivered dozens of times a year.</p> <p>Sales and Service Force Masabi's sales and service teams are primarily composed of direct employees who manage customer relationships, system implementation, and ongoing support. These teams work closely with client agencies to ensure successful deployment and operation of the Justride platform.</p> <p>Dealer Network Masabi does not operate a traditional dealer or reseller network for its core platform. However, it does partner with third-party organizations for certain components, such as hardware installation, retail sales, and integrations with other mobility or payment providers. These partners may be independent companies, and their staff are not Masabi employees.</p> <p>Third-Party Relationships Where third-party services are required (e.g., hardware installation, retail sales partnerships, or integrations), Masabi manages these relationships through formal agreements. The individuals providing these services are employees of the respective third-party organizations.</p> |
| 18 | <p>If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.</p> | <p>Masabi is committed to meeting the highest standards of quality, security, and compliance in fare payment solutions. Masabi maintains all necessary licenses and certifications for our operations and those of our key partners and subcontractors. Masabi has robust Information Security processes and procedures in place that ensure data protection for its clients. Masabi has passed formal security assessments and certifications for the major security standards listed below:</p> <p>PCI DSS : The Justride platform is fully certified to the PCI-DSS standard version 4.0.1. Masabi is a PCI Level 1 Service Provider, the highest level, processing in excess of 6 million card transactions annually.</p> <p>ISO 27001: Masabi's information security management system is ISO 27001 certified. The Certificate of Registration is available upon request.</p> <p>SOC 2 Type II: Masabi maintains a current SOC2 Type II report issued by an independent service auditor in accordance with AICPA Trust Services Criteria.</p> <p>Cyber Essentials: Masabi is certified with Cyber Essentials, a UK Government-backed certification showing that Masabi has implemented cyber security measures to safeguard its data and systems. There are five key controls which Masabi has to adhere to to achieve the certification:</p> <ul style="list-style-type: none"> Firewalls - Demonstrating proper use of firewalls to secure internet connections. Secure Configuration - Ensuring devices and software are properly configured to reduce vulnerabilities. User Access Control - Restricting access to data and services to authorized users only. Malware Protection - Deploying appropriate antivirus and anti-malware solutions. Patch Management - Keeping software and devices up to date with the latest security patches. <p>The benefits of the certification reduces the risk of cyber attacks by implementing fundamental security measures, and demonstrates to customers and partners that Masabi takes cyber security seriously.</p> <p>Subcontractors/Partners: All third parties and subcontractors are required to hold relevant certifications (e.g., PCI DSS for payment partners, local business licenses for installers).</p> <p>Project Management: Masabi's project management methodology is built on PMBOK principles, aligned with ISO 9001, and ISO15288 systems engineering lifecycle. The framework is adapted specifically for Masabi's SaaS platform and is used consistently across all global deployments. It provides a structured, standardized six-phase approach that ensures quality, repeatability, and predictable project outcomes. In addition, Masabi's delivery and account team holds relevant personal certifications, including Project Management Professional (PMP), Program Management Professional (PgMP), Certified Scrum Master (CSM), Lean Six Sigma Black Belt, and PRINCE2 (project management).</p> |

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| 19 | Disclose all current and past debarments or suspensions for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcewell if it enters a debarment or suspension status any time during the pendency of this RFP evaluation. | Masabi has not been debarred, suspended, or otherwise prohibited from bidding on or participating in public procurements at any time within the past seven (7) years. No Masabi entity, employee, or Responsible Party has been subject to debarment or suspension by any federal, state, or local government agency. Masabi will notify Sourcewell immediately if any such status were to occur during the pendency of this RFP evaluation. | * |
| 20 | Describe any relevant industry awards or recognition that your company has received in the past five years. | <p>Masabi is one of the most highly awarded suppliers in the transit ticketing industry and demonstrates our ability to deliver proven, best-in-class solutions at scale. Over the last five years, Masabi and our agency partners have received nearly 20 major industry awards and commendations across North America and Europe. These awards are evidence not only of innovation in fare collection technology, but also excellence in passenger experience, multimodal integration, marketing effectiveness, and agency partnerships. They provide strong third-party validation that the solutions proposed in this RFP are mature, widely adopted, and independently recognised as leading in the global transit industry.</p> <p>The awards include multiple honours at the Transport Ticketing Global (TTG) Awards, where all awards are judged by an independent panel of transit and fare collection experts. Masabi's recent recognitions include:</p> <p>2025 – Transport Ticketing Global Awards Winner – Supplier Innovation Award for our Open Platform Integration Suite Highly Commended – Best Passenger Experience Initiative for National Express</p> <p>2024 – Transport Ticketing Global & Industry Awards Highly Commended – Ticketing Technology of the Year for Justride Winner – Best Passenger Experience Initiative for Masabi and New York MTA's TrainTime Metro Magazine Innovative Solutions Award for Simplifying Multimodal Travel – Masabi, Transit and Denver RTD</p> <p>2023 – Transport Ticketing Global Awards Highly Commended – Ticketing Enabler of the Year for Masabi's project with Northern using the Inspect SDK</p> <p>2022 – Transport Ticketing Global & Government Technology Awards Highly Commended – Ticketing Enabler of the Year for Justride Cash Digitization Highly Commended – Best Smart Ticketing Programme (200k–1m Daily Journeys) for Dayton RTA's Tapp Pay Government Technology Award – Citizens Category for Laketrans' EZfare App and Contactless Validators</p> <p>2021 – Transport Ticketing Global, Metro Magazine and Industry Awards Winner – Best Smart Ticketing Programme for National Express West Midlands Winner – Best Smart Ticketing Programme for NEOride's EZfare Metro Magazine Innovative Solution Award for Rochester RTS ABT solution National Association of Regional Councils Achievement Award for EZHub Ohio Public Transit Association Award for EZfare APTA Marketing Award for the EZfare Covid-19 Campaign</p> <p>2020 – Transport Ticketing Global, WTS, APTA and Metro Magazine Awards Ticketing Technology of the Year at the Transport Ticketing Global Awards WTS Award for the RTD–Uber–Masabi integration APTA Marketing Award for EZfare Metro Magazine Innovative Solution Award for EZfare</p> | * |
| 21 | What percentage of your sales are to the governmental sector in the past three years? | The overwhelming majority of our customers are public transit authorities and government-owned agencies. Over the past three years, 100% of Masabi's new sales have been to governmental entities. This reflects the core focus of our business and the nature of the transit sector Masabi serves. Masabi does also sell to private-sector transportation operators in some markets, but our core focus remains on servicing government entities. | * |
| 22 | What percentage of your sales are to the education sector in the past three years? | <p>Masabi has not directly sold fare payment systems to the education sector due to a lack of demand. However, Masabi plays a significant role in supporting student ridership programs through our transit agency partners. Many agencies using the Justride platform provide student passes or integrated campus programs for major colleges and universities across North America.</p> <p>While Masabi has not historically sold directly into the education sector, the company is well positioned to support future opportunities should large educational institutions or campus systems wish to procure fare payment or mobility solutions directly.</p> | * |

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| 23 | List all state, cooperative purchasing agreements that you hold. What is the annual sales volume for each of these agreement over the past three years? | <p>NEORide Council of Governments A multi-agency regional consortium that enables participating transit agencies to procure fare payment services through a shared procurement framework. Masabi has worked closely with NEORide for seven years. Total Sales Volume (Past 3 Years): Approximately \$11,834,000 combined across participating agencies that have joined over the past 3 years.</p> <p>The Interlocal Purchasing System (TIPS) A Texas cooperative purchasing contract that is available nationally. Masabi was introduced into TIPS in 2025. Total Sales Volume (Past 3 Years): \$0 (contract newly awarded).</p> | * |
| 24 | List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years? | Masabi does not currently hold any GSA contracts or Standing Offers and Supply Arrangements (SOSA). However, Masabi is in the process of enrollment and registration to participate in the GSA. | * |

Table 2B: References/Testimonials

Line Item 25. Supply reference information from three customers who are eligible to be Sourcwell participating entities.

| Entity Name * | Contact Name * | Phone Number * | |
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| Metro Transit, Madison WI | Mick Rusch | Phone Number 608.266.6532 Email address mrusch@cityofmadison.com | * |
| Halifax Regional Municipality, Nova Scotia, Canada | Marc Santilli | Phone Number 902.579.2871 Email address santilm@halifax.ca | * |
| Rochester-Genesee Regional Transportation Authority (RGRTA), Rochester NY | Chris Mahood | Phone Number 585.654.0712 Email address: cmahood@myrts.com | * |

Table 3: Ability to Sell and Deliver Solutions (150 Points)

Describe your company’s capability to meet the needs of Sourcwell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

| Line Item | Question | Response * |
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| <p>26</p> | <p>Sales force.</p> | <p>Masabi’s sales organization has over 35 staff dedicated to supporting agencies of all sizes across North America, from small municipal systems such as Greenville Area Transit (Greenville, NC) to major metropolitan authorities such as MTA in New York and ARTM in Montréal, respectively the largest and the third-largest transit agencies in North America. Masabi’s team brings decades of Business-to-Government (B2G) and transit-technology experience and is supported by Masabi’s bid management, content, marketing and pre-sales engineering groups, ensuring high-quality engagement from initial opportunity identification through successful contract execution.</p> <p>Masabi’s sales force covers the full spectrum of the market, from small agencies adopting mobile ticketing for the first time to large authorities deploying multi-modal, account-based fare payment systems. This breadth ensures that Masabi can effectively support Sourcewell members regardless of agency size, technical maturity, or procurement model.</p> <p>Masabi’s internal teams, including Bids, Marketing, Legal, Product, and Solutions Consulting, provide the structure and resources needed to deliver accurate, compliant, and compelling proposals, demonstrations, and technical engagements. Combined with the experience of our sales organisation, Masabi is well positioned to support Sourcewell and its member agencies nationwide</p> <p>Masabi’s dedicated Sales resources include: Jeff Nullmeyer, Sr. Business Development Manager, North America Market Jeff brings more than 20 years of B2G experience, with over a decade focused on fare payments and transit technology. Jeff joined Masabi in 2019 after serving as VP of Sales at Delerrok (now Umo/Cubic). Over his career he has consistently exceeded quota and secured major accounts including ARTM in Montréal, one of the largest Account-Based Ticketing deployments in North America. Additional wins include VIA San Antonio, Utah Transit Authority (UTA), Metro Transit (Madisson. WI), Los Angeles World Airports (LAWA), Saskatoon Transit, and more. Jeff also works with agencies early in the procurement lifecycle and has successfully guided agencies toward cooperative purchasing structures, for example, San Joaquin RTD (CA) and Rock Region Metro (Little Rock, AR) both joining EZfare without an RFP.</p> <p>Brandon Leonhard, VP Strategic Accounts, North America Market Brandon has been with Masabi since 2021 and has deep experience in transit technology, having previously spent nearly four years with DoubleMap. Brandon works closely with agencies of all sizes and has successfully brought in several mid-sized and large agencies across the US and Canada. A recent example is IndyGo, which joined the Masabi platform through NEORide, a regional consortium that is similar to Sourcewell and provides a cooperative procurement mechanism that does not require a standalone RFP. Brandon is highly knowledgeable in fare payment ecosystems and supports long-term strategic planning with Masabi’s agency partners.</p> <p>Juan Carbonell, SVP Sales, North America Market Juan leads Masabi’s sales organisation and provides hands-on engagement for high-value and complex opportunities. Active in the transit industry since 2013, Juan brings a rare mix of public-sector program leadership and vendor-side sales expertise. As Vice President of Global Sales at Moovit (an Intel company), he led global revenue strategy as the business scaled toward US\$85M ARR and supported Moovit’s US\$1B acquisition by Intel. Prior to that, Juan was Head of Revenue at Routematch (now Uber Transit), where he oversaw sales, marketing, and revenue operations as ARR grew to more than US\$35M. His background at Transurban and Transport for New South Wales provides direct experience working with large government agencies, complex programs, and multi-stakeholder initiatives.</p> <p>Crystal Robinson, Global Business Development Representative Crystal drives opportunity generation, early pipeline development, and outreach to new agencies. Previously a Senior SDR at Moovit (Intel/Mobileye), she brings strong industry knowledge and is highly effective in identifying prospects, scheduling qualified meetings, and supporting the sales organization with structured, consistent engagement across North America.</p> |
| <p>27</p> | <p>Describe the network of Authorized Sellers who will deliver Solutions, including dealers, distributors, resellers, and other distribution methods.</p> | <p>Masabi does not utilize a dealer, distributor, or reseller network for the sale or delivery of its solutions under this agreement.</p> <p>All contracts, pricing, and delivery of products and services, including software licenses, hardware, and professional services, will be handled directly by Masabi LLC. This direct engagement ensures consistency in pricing, compliance with the Sourcewell Master Agreement, and a unified customer experience.</p> <p>Where necessary, Masabi may coordinate with trusted service providers (e.g., certified installers) to support physical deployments or other platform and system integration partners (e.g. Transit, Incomm etc.), but these partners do not act as resellers or contractual intermediaries. All contractual obligations remain solely between Masabi and the Participating Entity.</p> |
| <p>28</p> | <p>Service force.</p> | <p>The Masabi business has over 350 employees, so there is a deep backbench of industry experts for agencies to call on - from developers through to service professionals. Masabi’s Delivery Team has a proven ability to successfully deliver complex fare payment solutions across global transit agencies. Our delivery capability is built on a standardized and mature project management framework grounded in PMBOK principles, aligned with ISO 9001 quality management standards and the ISO 15288 systems engineering lifecycle, and specifically adapted for Masabi’s SaaS-</p> |

based Account-Based Ticketing (ABT) platform.

Masabi's Delivery Team includes:

Senior Program Managers and Project Managers experienced in large-scale ABT programs

Solution Leads and Systems Engineers specializing in integrations, validators, and payments

Payments Specialists supporting Open Payments, PSP/Acquirer integrations, and risk management.

Validator & Hardware Integration Engineers ensuring devices support ABT tap logic and offline/online behavior.

Configuration Analysts with deep expertise in fare models and regional transit policies
QA Team, UAT support, and technical onboarding resources with specialized knowledge of Justride tools

Data & Reporting Analysts enabling transaction visibility, account histories, settlement reporting, and operational dashboards.

The team is trained in Masabi's delivery methodology, stakeholder management, risk management, and multi-vendor coordination which are critical for projects involving system integrators, PSPs, acquirers, hardware partners, and mobility operators.

Masabi's Delivery Team manages complex technical, operational, and organizational dependencies through strong cross-functional collaboration with Product, Engineering, and Payments teams.

Masabi's Delivery team is structured to ensure that every project is delivered with transparency, predictability, and strong client partnership. Our approach emphasizes: Robust governance and communication, with clear ownership, defined roles, and consistent engagement throughout the project lifecycle.

Transparent milestone, dependency, and risk management, providing clients with full visibility into progress, challenges, and mitigation actions.

Early and continuous stakeholder alignment, ensuring requirements, expectations, and success criteria are understood and agreed from the outset.

Iterative, validation-driven design, allowing the Delivery Team to incorporate real-world feedback early and refine deliverables based on operational realities.

Responsive support during critical phases, including UAT, operational readiness, field testing, and go-live ensuring rapid triage and maintaining project momentum.

Through this disciplined, client-centered approach, Masabi's Delivery Team consistently delivers high customer satisfaction, on-time deployments, and stable long-term operational outcomes across its global project portfolio.

Masabi has a track record of fast, on-time deliveries. Masabi has launched the core modules of the Justride platform (ABT, Open Payments and/or Mobile Ticketing) in under 6 months for 15 customers. Examples include:

ABT for RTC of Southern Nevada in 4.3 months

ABT for Kaua'i Bus in 4.9 months

Mobile Ticketing for Potenza (Italy) in 3.6 months

Open Payments for Rochester RTA in 4.3 months

Open Payments for COTA in 5.9 months

In 2025 alone, Masabi launched 29 ABT, Open Payments, or mobile ticketing modules for 20 transit agencies.

Operational Support Model

Once the system is live, Masabi's Operational Support Team delivers best-in-class service through clear communication, effective incident management, and a strong focus on customer satisfaction. The team ensures prompt, courteous resolution of questions and incidents, supports day-to-day operations, and meets agreed Service Level Agreements (SLAs). This team includes a dedicated account manager, a customer success manager (optional), a customer support team, IT operations support, a training manager, and subject matter experts as needed.

Dedicated Account Manager: Each Masabi partner is assigned a dedicated Account Manager who serves as the primary liaison and advocate throughout the partnership. The Account Manager owns contract management, supports delivery of strategic objectives, and maintains a strong, collaborative post-deployment relationship. Masabi's transparent account management approach helps agencies maximize return on investment by scaling the benefits of the Justride platform and driving equitable passenger adoption.

Customer Success Manager (CSM): The CSM is responsible for ensuring the smooth execution of day-to-day operations and success following the initial system deployment. This includes but is not limited to, managing fare adjustments, coordinating app updates, and facilitating configuration changes to ensure a seamless and optimised operational environment.

Masabi Customer Support: Masabi Customer Support provides technical assistance to the transit agency during standard business hours, responding to inquiries, troubleshooting issues, escalating when needed, and capturing diagnostic data. This team is supported by Masabi IT Operations Support (see below).

Masabi IT Operations Support: Masabi IT Operations Support operates 24/7/365, triaging, investigating, and resolving incidents per agreed SLAs, coordinating communications, producing incident reports, collaborating with engineering teams, and confirming resolution.

Training Manager: The Training Manager coordinates pre-launch and ongoing training, using adaptive methodologies to support multiple learning styles.

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| | | <p>Subject Matter Experts (SMEs): Masabi's Product and Engineering SMEs support escalated incidents, provide in-depth product and API expertise, and ensure efficient resolution through defined escalation protocols.</p> |
| 29 | <p>Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.</p> | <p>Masabi manages all orders directly with the purchasing agency under the cooperative contract. No distributors or dealers are used in the ordering or deployment process. All orders for software, services, and hardware flow through Masabi, who acts as the single responsible entity for contracting, delivery, deployment, and support.</p> <p>Ordering Workflow</p> <p>The agency issues a Purchase Order (PO) under the awarded Sourcewell contract. Masabi reviews and confirms the order, including licensing, hardware quantities and any professional services required.</p> <p>Project assignment occurs immediately after order acceptance.</p> <p>A Project Manager is assigned.</p> <p>An Account Manager is assigned.</p> <p>Masabi initiates the S1/S2 Deployment Process, beginning with internal mobilization and external Kick-Off.</p> <p>Hardware procurement and configuration, where applicable, is managed entirely by Masabi through approved suppliers. Agencies do not interact with hardware distributors or third parties.</p> <p>Deployment and onboarding proceed through Masabi's structured delivery lifecycle (Initiate, Plan, Execute, Control, Close).</p> <p>Ongoing operations and SLA-based support transition to Masabi's Support and Account Management teams after go-live.</p> <p>Masabi's role:</p> <p>Sole contracting and fulfillment entity.</p> <p>Provides software licenses, professional services, training, configuration, testing, and deployment.</p> <p>Procures, configures, and ships hardware (validators, peripherals) when included in the order.</p> <p>Provides SLAs, uptime commitments, and long-term product support.</p> <p>Manages the complete project lifecycle via its Professional Services Delivery Team.</p> <p>Masabi Professional Services Delivery Team:</p> <p>Led by Jen Braly, Chief Delivery Officer and Rebecca Johnson, VP, American Deployments & Field Operations, this team manages all aspects of delivery for S1/S2 (standard) and S3/S4 (strategic) deployments.</p> <p>PMs lead project governance, RAID, documentation, configuration, UAT, and launch readiness.</p> <p>Launch Operations manages hardware, QA, training, and field operations.</p> <p>Support teams provide post-go-live hypercare and long-term operational assistance.</p> <p>No Distributors or Dealers</p> <p>Masabi does not use distributors, dealers, resellers, or intermediaries for:</p> <p>Ordering</p> <p>Hardware procurement</p> <p>Deployment</p> <p>Support</p> <p>This ensures a single point of accountability, consistent standards, and direct delivery in accordance with Sourcewell contracting requirements.</p> |

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| <p>30</p> | <p>Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.</p> | <p>Masabi operates a comprehensive Customer Success and Support Program designed to meet the needs of public transportation agencies and their riders. The service model provides tiered support, proactive monitoring and defined response-time commitments backed by Service Level Agreements (SLAs), combined with direct access to a dedicated Masabi Account Manager and a Zendesk-based support and escalation system. Agencies may initiate and escalate support requests through either channel, ensuring flexibility, clear accountability and efficient coordination across all support tiers.</p> <p>Support Model Masabi delivers customer support through a tiered support structure designed to align with agency operations and ensure efficient issue resolution: Tier 1 support is often handled by the agency or a designated local partner, with Masabi providing training and escalation paths. Tier 2 and Tier 3 support are delivered by Masabi's global support team, available 24/7/365, located in North America, the UK, and other global offices. Masabi's support teams provide coverage across the Justride platform, mobile applications, account-based systems, validators, and integrated hardware, including diagnostics, remote configuration, software updates, and issue resolution. Clear escalation paths exist between support tiers, engineering, and product teams to ensure timely resolution and root-cause analysis. Masabi provides response-time Service Level Commitments (SLAs) aligned to issue severity: Critical incidents (P1): Response within 1 hour; resolution target < 4 hours (Examples: system-wide outages, inability to purchase or validate tickets for a significant portion of riders) High (P2): Response within 4 business hours; resolution typically < 8 hours (Examples: partial service degradation, backend administrative functions unavailable) Medium (P3): Response within 1 business day (Examples: limited rider impact, reporting or configuration issues) Low (P4): Response within 3 business days (Examples: cosmetic issues or low-impact defects)</p> <p>Customer Service Tools and Self-Service Capabilities Masabi provides agencies with access to robust backend customer service tools through the Justride Hub and Zendesk platform. These tools enable agency staff to efficiently support riders by accessing customer profiles, transaction history, ticket usage, account balances, eligibility and discount entitlements and device status. Agencies can perform common customer service actions directly within the platform, including issuing refunds or complimentary tickets, reactivating expired tickets, transferring tickets between devices, managing stored-value or account-based products, supporting smart cards and ABT tokens and handling Open Payments inquiries such as card blocking or dispute resolution. Zendesk also provides agencies with access to a knowledge base and frequently asked questions, enabling self-service resolution of common issues while maintaining full visibility into open cases and historical support activity.</p> <p>Performance Monitoring and Continuous Improvement Masabi actively monitors platform performance and support activity to identify trends, recurring issues, and opportunities for improvement. Grafana dashboards monitor CPU, memory, input/output, and latency at the application level, with clearly defined Service Level Objectives (SLOs) governing each service. Automated alerts and anomaly detection trigger immediate investigation, ensuring proactive issue resolution before passenger experience is impacted. Support metrics, incident patterns, and escalation data are reviewed internally to ensure SLA adherence and continuous service improvement. This approach helps ensure predictable service outcomes and ongoing alignment with agency operational needs. Together, these tools and processes enable agencies to resolve rider and operational issues efficiently, maintain clear visibility and accountability across support interactions and deliver a consistent, reliable customer experience.</p> |
| <p>31</p> | <p>Describe your ability and willingness to provide your products and services to Sourcewell participating entities.</p> | <p>Masabi is fully committed and well-positioned to provide its products and services to Sourcewell participating entities across both the United States and Canada. Masabi has successfully provided similar services to other collective bargaining agreements, like NEORide, for nearly a decade. We are well equipped and ready to provide these services at scale.</p> <p>Our cloud-based Justride platform is designed to scale easily, allowing us to serve agencies of all sizes — from major metropolitan systems to small rural and remote operators. Masabi currently supports over 150 transit agencies globally. In the US, our solutions are live in cities such as Boston, Denver and Las Vegas, as well as in more remote locations like Kauai, Hawaii. In Canada, Masabi has worked with major agencies including Metrolinx in Toronto and Calgary Transit, delivering mobile ticketing and fare payment solutions adapted to local needs. Masabi is ready and willing to support direct procurement through the Sourcewell Master Agreement and has the operational experience, infrastructure, and flexibility to serve participating entities across both countries.</p> |

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| 32 | Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada. | Masabi is fully willing and able to provide its products and services to Sourcewell participating entities in Canada. Masabi is one of the most established fare collections vendors in the country and has direct experience delivering fare payment solutions in the country, including working with major agencies such as ARTM in Montreal, Metrolinx in Toronto, Saskatoon Transit, Niagara Transit, Calgary Transit and more. Our team understands the nuances of operating in the Canadian market, including provincial procurement processes, bilingual requirements where applicable, and integration with local mobility infrastructure. The Justride platform is cloud-based and designed for rapid deployment, which enables us to support a wide range of Canadian entities, from large urban systems to smaller or remote transit operations. Masabi is prepared to contract directly with Canadian public agencies under the Sourcewell Master Agreement and to provide full implementation, support, and long-term service tailored to local needs. | * |
| 33 | Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed agreement. | Masabi has no geographic restrictions within the United States or Canada under the proposed agreement. Our SaaS-based Justride platform is cloud-hosted and designed to operate in any location with a stable internet connection, making it ideal for both urban and remote deployments. Masabi is already supporting agencies in remote regions such as Kauai, Hawaii, demonstrating our ability to deliver and maintain services even in geographically isolated areas. Masabi's deployment model, remote management, and local installation partnerships enable Masabi to serve Sourcewell participating entities across all US states and Canadian provinces and territories without limitation. | * |
| 34 | Identify any account type of Participating Entity which will not have full access to your Solutions if awarded an agreement, and the reasoning for this. | Masabi's solutions are designed specifically for public transportation agencies and operators, including municipal, regional, and contracted service providers. While our platform is optimized for fare collection in the public transit sector, Masabi does not impose any account-type restrictions under the proposed agreement. Any Sourcewell Participating Entity, regardless of its structure—public, private, or hybrid—would have full access to our Solutions, provided they align with the intended use of delivering or managing transportation services. Our goal is to support mobility across communities, and Masabi is fully committed to making our solutions available to all eligible entities under the Master Agreement. | * |
| 35 | Define any specific requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories. | Masabi has no specific requirements or restrictions that would apply to Participating Entities located in Hawaii, Alaska, or US Territories under this agreement. Our SaaS-based platform is cloud-hosted and remotely managed, allowing us to deliver services consistently across all geographies, regardless of location. Masabi already has operational experience in remote areas, including Kauai, Hawaii, and Anchorage, Alaska, where Masabi successfully supports fare payments and mobile ticketing for the local transit agencies. Our deployment model, which includes remote configuration, local installation support, and mobile-first user access, ensures that entities in all states and territories can be fully and effectively served. | * |
| 36 | Will Proposer extend terms of any awarded master agreement to nonprofit entities? | Yes - Masabi is willing to extend the terms of any awarded Master Agreement to eligible nonprofit entities participating through Sourcewell. Masabi recognizes that nonprofits often play a key role in supporting mobility and community transportation programs, and Masabi is fully prepared to make our solutions and pricing available to them under the same contractual framework. | * |

Table 4: Marketing Plan (50 Points)

| Line Item | Question | Response * |
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| <p>37</p> | <p>Describe your marketing strategy for promoting this opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.</p> | <p>Masabi brings marketing experience gained across engagements with more than public transit agencies worldwide. Masabi’s marketing focus is to maximize value for agencies and to create a seamless experience for riders. This experience informs the development of clear, agency focused marketing and informational materials used during presales engagement and agency readiness activities, helping agencies understand fare payment technology capabilities, operational considerations, and procurement options in a clear and accessible manner.</p> <p>Masabi will apply these practices to promote awareness of the Sourcwell cooperative purchasing contract through accurate, compliant, and agency focused outreach. All activities will align with Sourcwell branding guidelines and approval requirements and will be designed to educate agencies on the availability and use of the Sourcwell contract.</p> <p>Example Marketing and Outreach Activities</p> <p>To promote appropriate awareness and utilization of the Sourcwell contract, Masabi will undertake the following activities:</p> <p>Development of informational materials that explain cooperative purchasing as an alternative procurement pathway, used in agency briefings, demonstrations, webinars, and industry events</p> <p>Use of Sourcwell approved branding and messaging within relevant Masabi materials</p> <p>Issuance of a press release announcing the contract award</p> <p>Reference to the Sourcwell contract during presentations, panels, and speaking engagements at transit industry events</p> <p>Exploration of collaborative outreach opportunities with Sourcwell, such as jointly approved educational materials</p> <p>Inclusion of Sourcwell contract information in Masabi owned channels, including social media</p> <p>Publication of blog content explaining cooperative procurement considerations and agency procurement use cases</p> <p>Creation of a dedicated informational page on Masabi.com outlining the Sourcwell contract and next steps for interested agencies</p> <p>Targeted informational email outreach to public agencies regarding availability of the Sourcwell contract</p> <p>Development of a short educational video explaining how agencies may procure through Sourcwell</p> <p>Hosting of an on-demand informational webinar covering procurement considerations, onboarding steps, and frequently asked questions</p> <p>Inclusion of Sourcwell information in Masabi procurement related resources, such as an RFP primer that references non RFP procurement options</p> <p>Engagement of Masabi’s partner ecosystem, where appropriate, to help increase awareness of the Sourcwell contract</p> <p>Incorporation of Sourcwell contract references into Masabi sales presentations and agency facing materials</p> <p>Promotion of contract availability through relevant industry publications (Mass Transit, Metro Magazine, APTA newsletters, etc.)</p> <p>Through this agency focused, education first approach, Masabi will support Sourcwell’s mission to simplify procurement, reduce administrative burden, and enable public agencies to access innovative fare payment solutions through a trusted cooperative purchasing vehicle. Please see Appendix A: Marketing Samples.</p> |
| <p>38</p> | <p>Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.</p> | <p>Masabi uses smart technology and digital data to make our marketing actually work — not just look good. Masabi tracks what people engage with, what drives interest, and what helps agencies move toward modernizing their fare systems. Here’s how Masabi does it:</p> <p>Social media and web analytics - Masabi uses platform insights and website data to understand who we’re reaching, what content hits and where we can improve.</p> <p>Metadata everywhere - All videos, webinars, blog posts, and landing pages are tagged so agencies can actually find what they’re looking for. It boosts visibility and increases inbound traffic.</p> <p>Audience segmentation & automation - Agencies get the right content at the right moment — procurement tools, product info, case studies — all personalized through our automation tools.</p> <p>A/B testing to sharpen messaging - Masabi constantly tests different versions of emails, ads and landing pages to see what performs best and what actually moves people to take action.</p> <p>Video analytics - Vimeo gives Msabi detailed engagement reporting (e.g what people watch, what they skip and where they drop off) so Masabi can refine future content and keep improving.</p> <p>CRM integration - All marketing activity feeds directly into Masabi’s CRM so marketing and sales stay aligned, and campaigns actually support presales and agency engagement.</p> <p>It’s a continuous loop: put content out, see what works, refine it, and double down on what drives real results. This is a big reason Masabi consistently helps agencies move riders from cash to modern fare media.</p> |

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| 39 | <p>In your view, what is Sourcewell’s role in promoting agreements arising out of this RFP? How will you integrate a Sourcewell-awarded agreement into your sales process?</p> | <p>Sourcewell plays a critical role as a trusted national cooperative procurement vehicle, enabling government agencies to purchase efficiently and compliantly, limiting the need to issue their own RFP. Sourcewell simplifies procurement for agencies, and Masabi will fully embed the awarded agreement into its sales workflow to streamline contracting, reduce barriers and accelerate adoption of our fare payment solutions.</p> <p>For Masabi, a Sourcewell-awarded agreement becomes a core part of our sales and outreach strategy. Masabi will:</p> <ul style="list-style-type: none"> Integrate the Sourcewell contract into our standard sales process “Our sales playbook” as a primary procurement option alongside traditional RFPs and other cooperative structures (e.g., NEORide). Educate agencies early in the pipeline about Sourcewell as a compliant alternative that helps to mitigate lengthy procurement processes and accelerates deployment time. Publish marketing to advise the market that Masabi is now a trusted Sourcewell vendor, to help create a pipeline around the agreement Train our sales team, bid support, and partner network on how and when to use the Sourcewell contract vehicle. Use the awarded agreement as a pre-competed master contract, allowing agencies to move directly into scoping, pricing, and contracting rather than issuing new solicitations. Collaborate with Sourcewell staff to promote the contract through joint outreach, conferences, webinars, and targeted communication to transit agencies. |
| 40 | <p>Are your Solutions available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.</p> | <p>Masabi does not operate a vendor-hosted e-procurement ordering portal or catalog that enables agencies to purchase solutions directly through a Masabi-managed system. Fare collection and supporting processes vastly change between agencies, which requires a more consultative approach to ensuring success for the agency.</p> <p>Instead, Masabi supports governmental and educational customers through compliant procurement pathways that are administered using the customer’s existing procurement infrastructure. This allows for further dialogue and coordination on the needs of agencies. These may include agency-managed procurement systems used for solicitation, contract approval, and execution, as well as approved cooperative and interlocal purchasing agreements.</p> <p>Customers may procure Masabi’s fare collection solutions through:</p> <ul style="list-style-type: none"> Direct contracting with Masabi, where permitted by the agency’s procurement policies Agency-issued RFPs or RFQs, which may be administered using the agency’s electronic procurement and contracting tools Competitively awarded cooperative purchasing agreements, including NEORide, TIPS Interlocal, and Contract 791. <p>Masabi is actively pursuing additional cooperative and federal procurement vehicles, including the US General Services Administration (GSA) Schedule, to further expand procurement options.</p> <p>For each engagement, Masabi works collaboratively with the agency or entity to define the Scope of Work, recognizing that fare collection implementations are configurable and tailored, rather than purely off-the-shelf.</p> |

Table 5A: Value-Added Attributes (150 Points, applies to Table 5A and 5B)

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| <p>41</p> | <p>Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.</p> | <p>Masabi's training program ensures agencies gain a comprehensive understanding of the Justride platform in a systematic way. Standard onboarding typically requires between 6 to 10 hours, depending on which features of the platform are enabled. Sessions are conducted live within the platform and applications, allowing the agencies staff to interact directly with the system as they learn. All sessions are delivered in a Train the Trainer format, where the agency selects a group of individuals who will learn the information and then teach their own teams.</p> <p>All sessions incorporate live demonstrations within a general test environment, ensuring agencies gain practical experience with the system. This approach equips them with the knowledge they need to confidently execute test cases during the UAT stage and ensure the system functions optimally before going live.</p> <p>Recognizing that each agency has unique processes, Masabi's training program empowers them with a thorough understanding of the platform and applications. This enables the agency's staff to design their own internal training materials aligned with their specific procedures, terms and conditions, and best practices, ensuring seamless adoption within their teams.</p> <p>Below is an example of how onboarding training is generally structured:</p> <p>The Rider Experience (2 hours) This session covers the Rider Mobile App and Rider Portal, furnishing agencies with a foundational understanding of mobile ticketing. Participants also learn how riders interact with validators, common validation scenarios, and the use of visual validation when necessary.</p> <p>The Agency Experience (2 hours) This session covers the Justride Hub, including customer service tools, rider profile management, data extraction, login management, and other key functionalities.</p> <p>Third-Party Portals (2 hours) Agencies learn how to configure and utilize the Partner Portal and Retail Sales Portal, empowering them to effectively support their external partners.</p> <p>Validation (2 hours) This session covers validator setup and configuration, login creation, QR code generation, monitoring validator health data, and understanding the Inspect App.</p> <p>PCI Training Masabi's PCI Compliance Training is an online training course about the compliance with PCI regulations and Masabi's Hardware Compliance Plan.</p> <p>Additional ad-hoc Sessions ABT (Account-Based Ticketing) EMV Payments Feature-Specific</p> |
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| <p>42</p> | <p>Describe any technological advances that your proposed Solutions offer.</p> | <p>Masabi's Justride platform represents a significant technological advancement over traditional fare collection systems by delivering fare payments through a cloud-native, multi-tenant Software-as-a-Service (SaaS) architecture. Unlike legacy, hardware-centric systems that require on-premise infrastructure, custom software builds, and manual upgrades, Justride enables rapid deployment, centralized updates, lower upfront costs, and continuous innovation across all participating agencies.</p> <p>Key technological advances include:</p> <p>True Multi-Tenant SaaS Architecture Justride is a shared, cloud-hosted platform designed for high availability, resiliency, and scalability, eliminating the need for agencies to manage local servers, install software updates, or maintain infrastructure. All agencies benefit from centrally managed upgrades, security enhancements and new functionality delivered continuously by Masabi.</p> <p>Open Payments Payments with cEMV Riders can pay directly using contactless bank cards or mobile wallets such as Apple Pay, Google Pay, and Samsung Pay, without pre-registration or downloading a separate app. Agencies may deploy cEMV selectively, alongside other fare media, based on operational and policy needs. Masabi's mature open payments product includes fare capping on cEMV, discounts for eligible riders on cEMV, and account linking for cEMV, allowing riders to link their EMV token to their account and manage it alongside their other ABT tokens, such as smart cards, in the Justride Rider App and Rider Portal. Masabi supports Visa, Mastercard, Discover, American Express, and, in Canada, Interac cards for cEMV (coming soon). Masabi leads the market in cEMV deployments on a SaaS platform, with 11 live deployments across large and small agencies.</p> <p>Account-Based Ticketing (ABT) Justride supports fully account-based fare collection, enabling cardless travel, fare capping, Pay As You Go models, and stored value tied to rider accounts rather than physical media.</p> <p>Unified Support for Multiple Fare Media The platform supports mobile tickets, dynamic encrypted barcodes, QR codes, smartcards, paper barcodes, and cEMV within a single back office system, eliminating the need for parallel fare platforms.</p> <p>Cloud-Managed Validation and Devices Validators and fare devices are managed remotely through the cloud, enabling real-time monitoring, diagnostics, configuration changes, and software updates without on-site intervention.</p> <p>AI-Enabled Monitoring and Operational Intelligence Justride incorporates automation and AI-assisted analytics to support anomaly detection, transaction monitoring and system health visibility. These capabilities help Masabi proactively identify issues, optimize system performance and support faster incident response across large-scale deployments.</p> <p>Open APIs and Continuous Partner Innovation Justride provides open APIs that enable integration with Mobility-as-a-Service (MaaS) platforms, employer and campus programs, third-party resellers, and regional partners. Masabi works closely with industry partners to continuously integrate emerging technologies and services, enabling agencies to benefit from innovation without replacing core fare infrastructure. A key example is Masabi's integration with the Transit app, allowing riders to plan trips, purchase fares and board vehicles within a single user experience.</p> <p>Data Analytics and Real-Time Insights Agencies have access to dashboards and reporting tools that provide visibility into ridership, revenue, fare usage and system performance, supporting data-driven planning and operational decision-making.</p> <p>These capabilities are delivered primarily through configuration rather than custom development, reducing deployment risk, accelerating time to launch, and enabling agencies to evolve their fare systems over time without platform changes.</p> <p>Together, these advances enable agencies of all sizes, including rural and remote operators, to deploy modern, highly available fare collection capabilities without the cost, complexity, or rigidity of traditional systems.</p> |
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| 43 | Describe any “green” initiatives that relate to your company or to your Solutions, and include a list of the certifying agency for each. | <p>Masabi is a green-aware company and consciously works to reduce our impact on the environment. Though Masabi does not currently hold “green” certifications though, mostly due to the fact that Masabi is a technology and service provider rather than a manufacturer or infrastructure company. However, our solutions deliver significant environmental benefits by supporting more sustainable, efficient, and paperless transit operations.</p> <p>Masabi is committed to delivering solutions that align with the long-term sustainability goals of public agencies and urban mobility ecosystems. Environmental benefits of Masabi’s solutions include:</p> <p>Promotes Public Transit Use: By simplifying fare payments and removing friction through mobile ticketing, open payments, and account-based systems, Masabi helps agencies attract more riders to public transportation—reducing reliance on single-occupancy vehicles.</p> <p>Reduces Paper and Plastic Waste: Justride supports fully digital fare media, including mobile tickets, QR codes, and contactless payments, reducing the need for printed tickets, smartcards, and receipt paper.</p> <p>Cloud-Based Infrastructure: Masabi’s SaaS platform eliminates the need for on-premise servers and data centers at each agency, reducing hardware, power consumption, and cooling requirements at the local level.</p> <p>Remote Updates and Diagnostics: Devices like validators are maintained and updated remotely, minimizing technician travel and field visits, which reduces vehicle emissions associated with support and maintenance.</p> <p>Supports Intermodal and MaaS Integration: By enabling integrations with mobility platforms and shared transportation services, Masabi’s solution encourages more efficient, multimodal travel and a shift away from private car usage.</p> |
| 44 | Identify any third-party issued eco-labels, ratings or certifications that your company has received for the Solutions included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors. | <p>Masabi and its hardware partners have not received third-party eco-labels or certifications specifically related to energy efficiency, cradle-to-cradle life-cycle design or sustainability for the fare validation devices included in this proposal.</p> <p>However, Masabi’s solutions materially support sustainability and environmental objectives through platform design, delivery model and operational impact.</p> <p>Cloud-Based SaaS Architecture</p> <p>Masabi’s Justride platform is delivered as a cloud-native multi-tenant SaaS solution hosted on Amazon Web Services (AWS). This architecture eliminates the need for on-premise servers and local data centers while enabling shared infrastructure across agencies. AWS provides a highly resilient and scalable cloud environment using load balancing autoscaling and horizontal scaling. Computing resources expand and contract based on demand which reduces over-provisioning and unnecessary energy consumption compared to traditional fixed infrastructure models.</p> <p>This architecture supports large-scale deployments including New York’s Long Island Rail Road and Metro-North Railroad where Justride processes approximately 90 million trips per year. The platform reliably handles peak demand periods such as rush hour and monthly pass renewals without requiring agencies to maintain excess physical infrastructure.</p> <p>Digital-First Fare Collection</p> <p>Masabi’s digital fare collection platform reduces reliance on printed tickets plastic cards and physical receipts. Mobile ticketing account-based fare collection and Open Payments enable agencies to minimize material usage and ongoing consumable waste.</p> <p>Remote configuration diagnostics and software updates further reduce the need for technician travel lowering vehicle usage and associated emissions.</p> <p>Durable Hardware and Extended Lifecycle</p> <p>Validators used in Masabi deployments are designed for durability and long operational life in demanding transit environments. This reduces replacement frequency and minimizes electronic waste over time.</p> <p>Rider Experience and Mode Shift</p> <p>Masabi’s platform helps agencies make public transportation easier and more convenient for riders which directly supports broader sustainability goals by reducing private vehicle usage. Through integrations with widely used mobility applications such as Transit, Citymapper, Moovit and other MaaS partners riders can plan trips, purchase fares and validate travel within tools they already use. These integrations support first-mile and last-mile connectivity micro-mobility options and seamless A-to-B trip planning.</p> <p>By simplifying access to transit and reducing friction at every step of the journey Masabi helps agencies attract riders out of personal vehicles and into shared transportation networks reducing congestion and emissions.</p> <p>Alignment with Agency Sustainability Initiatives</p> <p>Masabi has supported agencies with explicit environmental and sustainability objectives including large regional authorities such as ARTM in Montréal. The Justride platform enables agencies to advance goals related to emissions reduction, improved urban mobility and reduced reliance on single-occupancy vehicles through modern digital fare systems and MaaS integration.</p> <p>While Masabi does not currently hold formal sustainability certifications the company’s cloud-first delivery model digital fare media approach and rider-focused mobility integrations align strongly with the environmental priorities of agencies modernizing fare collection and transportation services.</p> |

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| <p>45</p> | <p>What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?</p> | <p>Masabi offers a uniquely modern, flexible, and proven fare payments platform tailored to the needs of public transportation agencies of all sizes. Masabi is recognized as an industry pioneer., Masabi launched the world's first mobile ticketing app for public transit in 2007 and introduced the first Software-as-a-Service platform for fare payments in 2012. Today, Masabi continues to lead with innovations in Account-Based Ticketing (ABT), Open Payments (cEMV), and AI in fare collection. What sets Masabi apart in the industry Modern convenience and accessibility Masabi's Justride platform lowers barriers to taking transit through convenient and accessible ways to pay for rides such as Open Payments, Pay As You Go fares, fare capping, family accounts and an intuitive rider app. Discounts and fare capping are supported consistently across all fare media including Open Payments, ensuring equitable fare policy regardless of how a rider pays. Proven for agencies of all sizes Justride is proven at a megacity scale in New York, Boston, Toronto and Montréal. Data security and cybersecurity meet the standards of North America's largest transit agencies and the platform's cloud-native architecture easily handles massive spikes in demand such as East Coast rush hour. At the same time medium-sized and smaller agencies operate on the same scalable and secure platform with access to the same continuous innovation. For example Masabi has enabled Open Payments for agencies in Kaua'i (HI), Columbus (OH), Rochester (NY) and Madison (WI). Single platform for all fare media and payment methods Masabi provides a holistic fare payment ecosystem supporting mobile ticketing, Account-Based Ticketing (ABT) and Open Payments across all transit modes, fare media and sales channels. This is delivered while flexibly integrating third-party system components and consolidating tariff management, fare policy, discounts, rider accounts, payments, apportionment, institutional partners, reporting and data through a single management portal. Faster deployments through configuration over custom development Justride is designed to be configured rather than custom-coded. Agencies can deploy quickly by leveraging standard platform capabilities, configurable business rules and reusable integrations instead of bespoke software development. This approach reduces deployment timelines, lowers implementation risk and enables agencies to evolve their systems over time without re-platforming. Open architecture with no vendor lock-in Masabi's open architecture is built on well-documented APIs and SDKs and reflects a deliberate philosophy of working openly with the broader transit ecosystem. The platform is pre-integrated with more than 60 partners, allowing Sourcewell participating entities to avoid vendor lock-in and select best-in-class components over time. Live integrations include leading MaaS apps (Transit, Citymapper, Moovit, Uber and Google Maps), validator and fare gate vendors (Cubic, Scheidt & Bachmann, INIT, Indra, Flowbird, Ventek and others), payment gateways and acquirers and all major card schemes. Operational efficiency and lower total cost of ownership Masabi's approach supports faster boarding times and reduced dwell times while cashless fare payments and a unified platform lower the total cost of fare collection. Cloud-managed validation devices enable remote configuration, diagnostics and software updates, reducing operational overhead and field maintenance. For example the Greater Dayton Regional Transit Authority reduced its overall cost of fare collection by approximately 50 percent. Always modern Masabi's Justride platform is a true SaaS solution. Agencies benefit from continuous updates, rapid access to new capabilities, reduced infrastructure costs and the ability to adopt innovation incrementally without disruptive system upgrades. Masabi's ability to deliver modern fare payment innovation through a shared, configurable and open SaaS platform, while working collaboratively with agencies and partners, makes the offering both unique and highly scalable and aligns directly with the Sourcewell cooperative procurement model.</p> |
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| <p>46</p> | <p>Demonstrate your capabilities and experience implementing fare subsidy programs, custom rewards programs, and other types of incentive programs.</p> | <p>Masabi has extensive experience supporting fare subsidy, custom rewards, and incentive programs through its Justride platform, which provides the flexibility and account-based architecture needed to implement these initiatives across a wide range of agency types and geographies.</p> <p>1. Fare Subsidy Programs: Account-Based Ticketing (ABT) & Fare Capping: Justride platform enables agencies to offer fare subsidies through Account-Based Ticketing, allowing for fare capping and targeted discounts. This ensures equitable access for unbanked and underbanked passengers, who can digitize cash and benefit from subsidies without needing a bank account or physical ticketing infrastructure.</p> <p>Integration with Open Payments: The system supports contactless EMV payments (bank cards, Apple Pay, Google Pay, and Samsung Pay), making it easy to implement and manage fare subsidy programs for various rider segments.</p> <p>Proven Deployments: Masabi has successfully delivered fare subsidy and open payment solutions for major agencies, including, for example Denver’s RTD, integrating fare capping and rewards for registered riders. In January 2026, Masabi delivered loyalty rewards for mobile ticketing in the New York MTA’s TrainTime app, allowing riders to buy ten rides and get one free.</p> <p>2. Custom Rewards Programs: Velocia Rewards Platform: The Velocia platform, integrated with your mobile ticketing solution, enables agencies to launch white-label rewards and incentive programs. These programs are fully configurable, allowing agencies to target specific riders, set campaign durations, reward levels and earning potential, offering a mobility marketplace for redeeming points and run dynamic data-driven campaigns to nudge behavior change.</p> <p>3. Proven track record: Multiple successful implementations for agencies such as RTC etc., with repeat business and ongoing enhancements.</p> |
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| <p>47</p> | <p>Describe how the proposer's prepaid transportation services touchless payment solutions meet the most up-to-date, and applicable, EMV Level 1 and 2 certifications, as well as NFC/contactless payment standards; include details regarding tokenization and encryption capabilities used to ensure secure transactions.</p> | <p>Masabi's Justride Open Payments solution is fully certified for EMV Level 1, 2, and 3, as well as the latest NFC/contactless payment standards, enabling secure and frictionless prepaid and Pay As You Go transit transactions using contactless bank cards and mobile wallets.</p> <p>Masabi's architecture separates fare calculation logic from payment processing, enhancing both flexibility and security. All payment flows are designed to minimize PCI scope for agencies while ensuring secure and scalable operations.</p> <p>Any validator device Masabi deploys to production environment are pre-certified by the manufacturer as Level 1 and Level 2 compliant for all card schemes.</p> <p>EMV Level 3 validates the end-to-end integration between the validator, the Justride Back Office, and PSP/Acquirer. This ensures that taps result in proper fare authorization and settlement. For Level 3 certification, the Acquirer is responsible for testing and certifying that the integrated system processes payments reliably across the full transaction path. This certification is specific to the card scheme, terminal model, major software version, gateway, and acquirer. For example, if multiple card schemes and terminal models are being used, a separate certification is required for each combination.</p> <p>Contactless EMV payments require data security and privacy compliance. The Payment Card Industry Data Security Standard (PCI DSS) defines data security and privacy compliance requirements. PCI DSS compliance focuses on protecting sensitive card data against unauthorized access, loss, or theft. The validation hardware and any software that processes card data must undergo PCI DSS certification to ensure compliance with PCI requirements around protecting sensitive card data when the data is stored and transmitted. In addition to systemic protection of sensitive data within the Justride Back Office, unauthorized modification of validation hardware is prevented through regular and recorded inspections and audits to maintain the 'chain of trust' from the point of manufacture to the end user.</p> <p>Masabi's EMV processing stack:</p> <p>EMV Level 1 certified: Ensures physical and RF compliance with Contactless EMV specifications for reading card data via NFC.</p> <p>EMV Level 2 certified: Ensures secure and standardized application-layer communication with contactless EMV cards, including MasterCard PayPass, Visa payWave, AMEX ExpressPay, and others. Fully compatible with mobile wallets such as Apple Pay, Google Pay, and Samsung Pay.</p> <p>EMV Level 3 that is certified for enabling the full end-to-end processing of Open Payments with a specific Payment Service Provider (PSP)</p> <p>Masabi as a Merchant of Record conducts end-to-end PCI DSS certification.</p> <p>EMV Security:</p> <p>The Justride EMV Engine secures the rider's details when processing transactions, ensuring that cardholder data is processed and transmitted securely in accordance with payment industry standards.</p> <p>Masabi uses point-to-point encryption to secure card data when transmitted to the Back Office.</p> <p>The Payment Gateway provides a master key known as the Base Derivation Key (BDK). The BDK is used to generate a unique initial data encryption key for each validator. The initial data encryption key then creates a set of keys for each validator that is irreversibly derived from the initial data encryption key. The set of keys is also known as future keys.</p> <p>Each time a card is tapped, a unique key is used to encrypt the card data.</p> <p>The encrypted card data is then sent to the Payment Gateway, which decrypts the card data and provides a payment token to the Justride EMV Engine. The payment token will be used to submit payments for fare charges to the payment gateway.</p> <p>The Justride platform does not decrypt the card data: the full PAN (Primary Account Number) or full DPAN (Device Primary Account Number for bank cards on mobile devices or wearables) is not available in the Justride platform, minimizing PCI DSS exposure for both Masabi and transit agency.</p> <p>Tokenization and Encryption to ensure secure transactions:</p> <p>Card details are immediately tokenized at the point of tap and card data is never stored or visible to the agency or Masabi.</p> <p>Communication between validators and the back office uses TLS encryption.</p> <p>PANs are replaced with secure tokens, and all sensitive payment operations are handled in compliance with PCI DSS standards.</p> <p>Dynamic cryptograms and transaction counters prevent replay attacks and cloning.</p> |
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| <p>48</p> | <p>Demonstrate your account and platform management and back-office service capabilities and solutions that support end-users, back office, and operations.</p> | <p>Masabi's Account-Based platform is offered as a Software-as-a-Service (SaaS) model and is based on a scalable architecture to support highly redundant and resilient fare management services for metropolitan transit agencies. The solution utilizes a combination of cloud hosting on Amazon Web Services (AWS) infrastructure with multi-layered load balancing, immediate scalability, and high availability. The infrastructure that hosts Justride is maintained by Amazon in its datacenter facilities.</p> <p>The two main rider interfaces to interact with the system are the Justride Rider App and Rider Portal website, both featuring agency branding and a complete mobile ticketing experience. The Rider App can provide links to third party journey planning apps. As an option, Masabi can offer its pre-integrated Rider SDK in multiple MaaS apps so that customers can plan and pay for their trips in one app.</p> <p>The agencies manage the platform through the Justride Hub, which offers tariff administration, customer services, validation hardware management, reporting, and analytics. The full Justride system functionality is accessible via a Web interface, according to the configured roles-based permissions.</p> <p>Justride Account-Based Ticketing supports a flexible fare engine that includes the ability to offer fare capping across different token types. This means riders no longer need to buy a ticket in advance or understand fares before traveling as they would be charged the most favorable fare within the tariff based on their actual usage of services. Riders can move around the transit system, securely identifying themselves during each journey stage (by scanning a barcode or tapping a smartcard or credit card), with each journey either paid for directly after or authorized via an already-acquired pass.</p> <p>The Justride platform provides riders with the full array of modern fare payment options. Riders can purchase tickets and pay for rides using a wide range of sales channels, and they can use whatever they have at hand as a travel token: a mobile phone, a smart card, a credit or debit card, a student ID card, a wearable device such as a smartwatch, or traditional printed tickets. They can purchase their fares using cash, credit/debit cards, or a mobile wallet such as Apple Pay, Google Pay, and Samsung Pay. Fares can be purchased without account creation. The system will electronically validate any of the token types using Masabi's onboard validators, and Justride's intuitive back office tools will provide robust management capabilities and live data insights.</p> <p>Please see Appendix B: Justride Platform.</p> |
| <p>49</p> | <p>Describe the capabilities your products and services offered have to maintain compliance with ADA standards, accessibility, and usage; including any language, captioning/CART services, and accessible digital content.</p> | <p>The Justride platform has been thoughtfully designed for the needs of customers with disabilities. Its many accessibility features include visually responsive text sizing, screen reader support, zoom support and magnification, motion animation control, and the ability for the Transit Partners to select accessible colors and contrast.</p> <p>The Justride platform has been thoughtfully designed with WCAG 2.2 AA guidelines in mind, ensuring a focus on accessibility. Masabi maintains an audit to the latest WCAG standard on a regular basis, currently targeting WCAG 2.2 level AA.</p> <p>In its current state, Justride already includes various accessibility-supporting capabilities. It adheres to all relevant accessibility legislation across its global deployments, ensuring compliance with accessibility requirements in different jurisdictions. While the WCAG guidelines are primarily intended for browser-based applications, Masabi has dedicated significant efforts to ensure that the mobile applications associated with Justride also adhere to appropriate accessibility guidelines.</p> <p>A summary of the existing accessibility support can be found in the list below:</p> <ul style="list-style-type: none"> Visually responsive text sizing Clearly labeled buttons and icons Menu for supporting content and FAQs Screen reader support for Android and iOS Control of branding to select accessible colors and contrast Agency control of page set-up to select an accessible configuration Support of unbanked riders Support of riders without a smartphone Zoom support and magnification Motion animation control Color filters and color inversion |

Table 5B: Value-Added Attributes

| Line Item | Question | Certification | Offered | Comment |
|-----------|---|---|--|--|
| 50 | Select any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation and a listing of dealerships, HUB partners or resellers if available. Select all that apply. | | <input checked="" type="radio"/> Yes <input type="radio"/> No | Masabi partners with Quality Mobile Installations, LLC., a certified Small Business Enterprise (SBE) that provides installation and field support services for our hardware solutions. |
| 51 | | Minority Business Enterprise (MBE) | <input type="radio"/> Yes <input checked="" type="radio"/> No | No - Masabi does not currently have this certification available through the business or its hub partners. |
| 52 | | Women Business Enterprise (WBE) | <input type="radio"/> Yes <input checked="" type="radio"/> No | No - Masabi does not currently have this certification available through the business or its hub partners. |
| 53 | | Disabled-Owned Business Enterprise (DOBE) | <input type="radio"/> Yes <input checked="" type="radio"/> No | No - Masabi does not currently have this certification available through the business or its hub partners. |
| 54 | | Veteran-Owned Business Enterprise (VBE) | <input type="radio"/> Yes <input checked="" type="radio"/> No | No - Masabi does not currently have this certification available through the business or its hub partners. |
| 55 | | Service-Disabled Veteran-Owned Business (SDVOB) | <input type="radio"/> Yes <input checked="" type="radio"/> No | No - Masabi does not currently have this certification available through the business or its hub partners. |
| 56 | | Small Business Enterprise (SBE) | <input checked="" type="radio"/> Yes <input type="radio"/> No | Yes - Masabi partners with Quality Mobile Installations, LLC., a certified Small Business Enterprise (SBE) that provides installation and field support services for our hardware solutions. |
| 57 | | Small Disadvantaged Business (SDB) | <input type="radio"/> Yes <input checked="" type="radio"/> No | No - Masabi does not currently have this certification available through the business or its hub partners. |
| 58 | | Women-Owned Small Business (WOSB) | <input type="radio"/> Yes <input checked="" type="radio"/> No | No - Masabi does not currently have this certification available through the business or its hub partners. |

Table 6A: Pricing (350 Points, applies to Table 6A and 6B)

Provide detailed pricing information in the questions that follow below.

| Line Item | Question | Response * |
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| 59 | Describe your payment terms and accepted payment methods. | <p>Masabi's standard payment terms are Net 30 days from invoice date for all recurring and non-recurring charges, unless otherwise agreed during contract negotiations.</p> <p>For specific charges: Validation Hardware must be paid in full within 30 days of order placement. Implementation fees: 30% payable within 30 days of Project Kick-Off 70% payable according to agreed project milestones. All payments are due within 30 days of invoice issuance. Fixed Recurring Fees: Any operational fee specified as a fixed currency amount whether expressed as annually, monthly or weekly, shall be charged annually in advance, due within 30 days of invoice issuance. Annual Pricing Updates: Masabi reserves the right to increase all of its fixed fees and any other platform fees priced in currency amounts by the higher of (i) five percent (5%) or (ii) the equivalent rate of the then current Consumer Price Index (CPI) applicable in the Customer's jurisdiction. This includes the per transaction payment processing fees, typically set at 7 cents per authorization. If Masabi acts as Merchant of Record, platform and processing fees are deducted from fare revenue before remittance to the Customer, with detailed reconciliation provided. Merchant of Record and Payment Processing Fees: where Masabi acts as the merchant of record, payment processing fees are charged on the following basis: Third-party interchange and assessment payment processing fees are passed through at cost. The payment networks set Interchange and assessment fees, i.e., Visa, Mastercard, Amex, and Discover. They are made up of fixed and variable rates and may vary based on card type, transaction volume, transaction size, level of chargebacks, and any future rate changes as set by card companies, together with 7 US cents per authorization fee covering gateway and acquiring services. Accepted payment methods: ACH / Electronic Funds Transfer Wire Transfers Please see Appendix C: Sourcewell Service Descriptions and Pricing</p> |
| 60 | Describe any leasing or financing options available for use by educational or governmental entities. | <p>Masabi's fare payment platform is delivered as a Software-as-a-Service (SaaS) solution, which naturally reduces the need for upfront capital investment. This model is particularly well-suited for educational and governmental entities seeking predictable, scalable, and budget-friendly transit technology.</p> <p>Under this approach: The majority of costs are spread out over time through recurring monthly or annual subscription fees. Only a small portion of the total cost—typically related to initial implementation, configuration, and any required hardware—is payable up front. Multi-year agreements can be structured to align with agency budgets and funding cycles. Because the platform is cloud-hosted and centrally maintained, there is no need for agencies to invest in servers or infrastructure, and system upgrades are included as part of the service. If desired, Masabi can also work with third-party partners to support additional financing or leasing options for hardware components. Masabi is committed to being flexible in meeting the financial and procurement needs of Sourcewell Participating Entities.</p> |
| 61 | Describe any standard transaction documents that you propose to use in connection with an awarded agreement (order forms, terms and conditions, service level agreements, etc.). Upload all template agreements or transaction documents which may be proposed to Participating Entities. | <p>Masabi proposes to use a standard set of transaction documents to govern the relationship with each Participating Entity under the awarded Sourcewell Master Agreement. These may include: Order Forms: Documenting the specific products, services, pricing, and terms selected by the Participating Entity. Service Level Agreements (SLAs): Defining system uptime commitments, response times for support tickets, and incident resolution targets. Implementation Plans: Outlining project milestones, deliverables, and mutual responsibilities during onboarding and deployment. Platform Terms and Conditions: Covering rights of use, data ownership, privacy, warranty disclaimers, and other legal provisions related to SaaS delivery. These documents are tailored as needed per engagement but follow a consistent framework across all projects to ensure clarity and compliance.</p> |

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| 62 | Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process? | <p>Masabi does not accept P-card (procurement card) payments for purchases under this agreement. Given the nature of our products and services—particularly SaaS fare payment platforms, validation hardware, and implementation services—these are not items that can be purchased individually by agency employees or through decentralized purchasing methods.</p> <p>All transactions require formal agency-level procurement and contracting, typically involving centralized finance or project management teams. Therefore, P-card use is not compatible with our sales and deployment model.</p> | * |
| 63 | Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response. | <p>Masabi's pricing model is structured around a tiered subscription-based SaaS framework, with pricing bands aligned to each transit agency's annual revenue. This approach enables agencies to benefit from the same enterprise-grade technology and performance standards, while aligning costs with the agency's scale and passenger volume. Pricing is provided as a combination of Revenue Share and Fixed Monthly Fees by service tier. Masabi also provides itemized pricing for hardware, fare media, and professional services with volume-based discounts applied to fare media and hardware components.</p> <p>Discounted pricing for Sourcewell Participating Entities is embedded directly into the proposal, including:</p> <ul style="list-style-type: none"> Transaction-based revenue share Monthly service fees (Mobile Ticketing, ABT, and cEMV services) Unit pricing for hardware and fare media Hourly rate card for professional services for implementation <p>Please see Appendix C: Sourcewell Service Descriptions and Pricing</p> | * |
| 64 | Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range. | <p>Masabi does not maintain a fixed public MSRP or list price catalog, as our pricing is typically project-based and tailored to the specific needs, size, and operational model of each transit agency. However, the pricing submitted in this proposal reflects a highly competitive and aggressive commercial offer for Sourcewell Participating Entities. It includes:</p> <ul style="list-style-type: none"> Preferred pricing bands for our SaaS platform by agency size Discounted unit rates for hardware and fare media A reduced rate card for professional services <p>This pricing structure has been specifically developed to maximize accessibility and value for a wide range of agencies procuring through the Sourcewell cooperative.</p> <p>Please see Appendix C: Sourcewell Service Descriptions and Pricing</p> | * |
| 65 | Describe any quantity or volume discounts or rebate programs that you offer. | <p>Masabi offers volume-based discounts for hardware purchases, including validation devices and accessories. Hardware is priced on a per-unit basis, with significant discounts applied when ordered in larger volumes.</p> <p>Additionally, our SaaS pricing model is designed to scale with agency size. Agencies with higher annual transit revenue benefit from lower software costs as a percentage of their revenue, ensuring fairness and affordability across small, medium, and large operators.</p> <p>Please see Appendix C: Sourcewell Service Descriptions and Pricing</p> | * |
| 66 | Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "non-contracted items". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request. | <p>Masabi will supply such items on a quoted basis, with pricing provided upon request and agreed in writing with the Participating Entity before purchase.</p> <p>This method ensures transparency and allows Sourcewell Participating Entities to access additional products or services when needed, without being restricted to a predefined catalog.</p> <p>Masabi is committed to working collaboratively to support agency needs while maintaining competitive and fair pricing.</p> | * |

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| 67 | <p>Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.</p> | <p>The majority of costs related to Masabi's fare payment platform are included in the pricing submitted. However, the following elements of the total cost of acquisition may not be included in the base pricing and could be quoted separately, depending on project scope and agency needs: Hardware installation and cabling (e.g., validator installation on vehicles) may be performed by third-party certified installers, such as Quality Mobile Installations (QMI), or with the prices included in the rate cards. These services are scoped and quoted per deployment. Custom integrations with third parties or interfaces beyond the standard API set. On-site training (standard remote training is included; in-person training may carry additional cost if requested). Extended warranty or maintenance contracts for hardware (beyond standard coverage). Travel expenses related to on-site services. (All travel costs will be charged following the https://www.gsa.gov/travel/ guidelines). All such items will be quoted in advance and agreed upon with the Participating Entity before work begins. Masabi works with a network of trusted partners and subcontractors for field services and installation, and any third-party costs are passed through transparently, with coordination led by Masabi.</p> | * |
| 68 | <p>If freight, delivery, or shipping is an additional cost to the Sourcwell participating entity, describe in detail the complete freight, shipping, and delivery program.</p> | <p>For this proposal, standard freight, shipping, and delivery costs are included in the pricing submitted to Sourcwell for Participating Entities located within the continental United States and Canada. Taxes and import duties are excluded and charged at cost.</p> | * |
| 69 | <p>Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.</p> | <p>For Participating Entities located in Alaska, Hawaii, Canada, or other US offshore territories, Masabi offers full freight and delivery services with the following terms: Alaska and Hawaii: Freight and delivery are available but may incur additional shipping costs due to distance and logistics. These costs will be quoted in advance based on shipment size, weight, and delivery location. Masabi will work with the agency to confirm preferred shipping methods (e.g., air or ocean freight) and provide insured, trackable delivery via trusted carriers. US Offshore Territories (Puerto Rico, Guam, US Virgin Islands, etc.): Freight is available and will be quoted separately depending on shipment requirements. Masabi will coordinate logistics and ensure all export documentation is handled properly. Canada: Standard delivery is included for Canadian provinces. Customs duties, import taxes, and brokerage fees are included in pricing unless the agency prefers to manage them independently. Delivery is coordinated through international carriers with full tracking and border compliance. Delivery Coordination: All shipments to these regions are tracked, insured, and coordinated with the Participating Entity to ensure successful and compliant delivery. Expedited options are available upon request.</p> | * |
| 70 | <p>Describe any unique distribution and/or delivery methods or options offered in your proposal.</p> | <p>Masabi's proposal includes several unique distribution and delivery methods designed to streamline implementation and reduce operational burden for Participating Entities: Cloud-Based Software Delivery (SaaS): Masabi's Justride platform is delivered as a fully cloud-hosted, SaaS solution, meaning: No physical infrastructure needs to be shipped or installed. Software is accessible immediately upon configuration via secure online portals and mobile applications. All updates, maintenance, and support are provided remotely through our centralized deployment model. Flexible Validator Fulfillment Hardware (e.g., validators) can be shipped directly to agency locations. For agencies with multiple depots or vehicle yards, staggered or phased shipping is available to support staged rollouts. Optional services include pre-configuration, labeling, and serial number tracking before delivery to simplify installation logistics. Justride Retail Network: For agencies that wish to expand distribution channels, Masabi can enable integration with retail partners to distribute physical fare media or accept cash payments, with logistics support for distributing stored-value cards or preloaded QR tickets.</p> | * |

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| 71 | Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed agreement with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing. | <p>Masabi will implement a self-audit and compliance tracking program to ensure full alignment with the terms of the Sourcewell Master Agreement. This includes verification that all Participating Entities receive the appropriate contract pricing and that all transactions are compliant with Sourcewell's reporting and administrative requirements.</p> <p>Key Elements of the Self-Audit Process:</p> <ol style="list-style-type: none"> 1. Contract Flagging and Deal Registration: All transactions under the Sourcewell agreement will be flagged and tracked in Masabi's internal systems (CRM and finance tools), ensuring proper pricing is applied based on the Sourcewell pricing structure. 2. Quarterly Internal Audits: Masabi will conduct quarterly internal reviews of all Sourcewell transactions to verify: <ul style="list-style-type: none"> That Sourcewell Participating Entities have been properly identified and recorded. That pricing applied matches the agreed Sourcewell pricing tiers. That administrative fees are correctly calculated and reported. 3. Transaction Recordkeeping and Traceability: All quotes, order forms, and invoices issued under Sourcewell will clearly reference the contract, and documentation will be retained and auditable in the event of a review by Sourcewell or its representatives. 4. Usage and Performance Monitoring: In addition to pricing, Masabi will monitor the overall usage of the agreement to assess adoption and identify opportunities to improve accessibility or onboarding for Participating Entities. 5. Reporting to Sourcewell: Upon request, Masabi will share summary reports detailing sales activity, entities served, and total contract value processed—demonstrating proper use and performance of the agreement. <p>This self-audit program is designed to ensure that Masabi maintains pricing integrity, transparency, and compliance, while also supporting Sourcewell's oversight of cooperative contract use.</p> | * |
| 72 | If you are awarded an agreement, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the agreement. | <p>Masabi will implement a self-audit and reporting program to monitor and demonstrate compliance with the Sourcewell Master Agreement and to verify that Participating Entities are receiving the proper pricing and service levels.</p> <p>This program will include:</p> <ol style="list-style-type: none"> 1. Sales Tracking and Reporting <ul style="list-style-type: none"> All sales made under the Sourcewell agreement will be tagged and tracked within our internal CRM and finance systems. Masabi will produce regular internal reports to monitor transaction volume, active Participating Entities, and adoption trends. 2. Quarterly Reviews of Agreement Utilization <ul style="list-style-type: none"> Masabi will conduct quarterly internal reviews to assess: <ul style="list-style-type: none"> The volume of orders processed under the Sourcewell agreement. Growth in usage across regions and sectors (e.g., municipal, educational). Any feedback or deviations in pricing or service scope. 3. Compliance Validation <ul style="list-style-type: none"> Masabi will ensure that all Sourcewell Participating Entities are receiving the correct pricing tiers as submitted. Any custom pricing or exceptions will be documented and linked to the agreement framework. 4. Reporting to Sourcewell <ul style="list-style-type: none"> Upon request, Masabi will provide Sourcewell with summary usage reports, demonstrating: <ul style="list-style-type: none"> Total sales volume through the agreement. Number of Participating Entities served. Any relevant success metrics or case studies that highlight the agreement's value. This self-audit process helps ensure both contractual compliance and program success, reinforcing transparency and accountability throughout the life of the agreement. | * |
| 73 | Provide a proposed Administration Fee payable to Sourcewell. The Fee is in consideration for the support and services provided by Sourcewell. The proposed Administrative Fee will be payable to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. The Administrative Fee will be calculated as a stated percentage, or flat fee as may be applicable, of all completed transactions utilizing this Master Agreement within the preceding Reporting Period defined in the agreement. | <p>Masabi proposes to pay Sourcewell an Administration Fee of 1% of the total value of all completed transactions made with Participating Entities under this Master Agreement.</p> <p>The Administration Fee will be calculated based on the total invoiced project amount (excluding taxes) and will be payable to Sourcewell within 30 days after Masabi has received payment from the Participating Entity.</p> <p>This structure ensures accurate and transparent tracking of transactions while aligning the fee payment with actual revenue collection.</p> | * |

Table 6B: Pricing Offered

| Line Item | The Pricing Offered in this Proposal is: * | Comments |
|-----------|---|----------|
| 74 | The pricing offered is consistent with standard market pricing typically offered to individual municipalities, universities, or school districts. | N/A |

Table 7A: Depth and Breadth of Offered Solutions (250 Points, applies to Table 7A, 7B and 7C)

| Line Item | Question | Response * |
|-----------|--|---|
| 75 | Provide a detailed description of all the solutions offered in the proposal. | <p>Masabi's proposal is centered on the Justride Platform, a comprehensive, cloud-native fare payments solution designed to meet the needs of transit agencies of all sizes. Justride enables Account-Based Ticketing (ABT), open payments (cEMV), mobile ticketing, electronic validation, back office management, analytics, and reporting in a single unified system.</p> <p>The platform supports both Category 1 (Prepaid Transportation Services Payment Solutions) and Category 2 (Fare Collection and Ticketing Solutions) as defined in the RFP, and is offered in a modular, scalable format.</p> <p>The Core Solution Includes:</p> <p>Mobile Ticketing: Branded or white-label apps for ticket sales, account management, and trip planning. Also supports integration via SDKs or APIs into third-party apps such as Transit.</p> <p>Account-Based Ticketing (ABT): Supports fare capping, post-pay, stored value, concessions, and account linking—providing flexibility and equity for riders.</p> <p>Open Payments: Riders can tap contactless bank cards or mobile wallets (Apple Pay, Google Pay, and Samsung Pay) to travel without needing to pre-register or load value.</p> <p>Validator Hardware: Masabi's validation hardware or certified third-party devices provide in-vehicle or station-based validation for multiple fare media types.</p> <p>Back Office and Admin Tools: Includes real-time dashboards, fare policy configuration, financial reconciliation, customer service tools, and remote device management.</p> <p>Integration Capabilities: Open API framework enables integration with mobility platforms, third-party retail sales channels, benefit programs, and MaaS ecosystems.</p> <p>Support for Subsidy, Loyalty, and Incentive Programs: Agencies can configure rider eligibility, discounts, rewards, and targeted incentives directly within the platform.</p> <p>Please refer to Appendix B: Justride Platform.</p> |
| 76 | Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services. | <p>Masabi's proposed solution encompasses Category 2 (Fare Collection and Ticketing Payment Solutions). The Justride platform includes all required components including hardware and back office tools and is designed to support a wide range of transit use cases and operational models. While Masabi's fare collection and ticketing solution does not address the requested scope of Category 1, Masabi does have partners that facilitate prepaid transportation services payment solutions. In addition, Masabi's open architecture is designed to support the integration of current or future partners that meet an Agency's specified integration and compliance requirements.</p> |

Table 7B: Depth and Breadth of Offered Solutions - Category 1

Indicate below if the listed types or classes of Solutions are offered within your proposal. Provide additional comments in the text box provided, as necessary.

We will not be submitting for Table 7B: Depth and Breadth of Offered Solutions - Category 1

| Line Item | Category | Subcategory | Offered * | Comments |
|-----------|---|--|---|----------|
| 77 | Prepaid Transportation Services Payment Solutions | | <input type="radio"/> Yes <input type="radio"/> No | |
| 78 | | Physical pre-paid cards that can be funded from multiple sources | <input type="radio"/> Yes <input type="radio"/> No | |
| 79 | | Virtual pre-paid accounts, digital wallets that can be funded from multiple sources | <input type="radio"/> Yes <input type="radio"/> No | |
| 80 | Back office, account management interfaces for entries and end-users, including mobile applications | | <input type="radio"/> Yes <input type="radio"/> No | |
| 81 | | Account management interfaces for entities and end-users, including mobile applications | <input type="radio"/> Yes <input type="radio"/> No | |
| 82 | | Real-time transaction monitoring and reporting | <input type="radio"/> Yes <input type="radio"/> No | |
| 83 | | Autoloading and auto-disbursement of funds at regular intervals | <input type="radio"/> Yes <input type="radio"/> No | |
| 84 | | End user intake and sign-up services | <input type="radio"/> Yes <input type="radio"/> No | |
| 85 | | Marketing and advertising of program services | <input type="radio"/> Yes <input type="radio"/> No | |
| 86 | | Advertising revenue services | <input type="radio"/> Yes <input type="radio"/> No | |
| 87 | | Data analytics and performance analysis | <input type="radio"/> Yes <input type="radio"/> No | |
| 88 | | Merchant Category Code and other use restrictions and limitation management | <input type="radio"/> Yes <input type="radio"/> No | |
| 89 | | Customer service and support for all stakeholders | <input type="radio"/> Yes <input type="radio"/> No | |
| 90 | | Regulatory compliance services | <input type="radio"/> Yes <input type="radio"/> No | |
| 91 | | Facilitation, generation, and support of periodic reporting for standard and custom reports | <input type="radio"/> Yes <input type="radio"/> No | |
| 92 | | Training programs and materials for all stakeholders | <input type="radio"/> Yes <input type="radio"/> No | |
| 93 | | Integration of payment solutions and access for use of transportation services with existing and future mobility platforms | <input type="radio"/> Yes <input type="radio"/> No | |
| 94 | | Related hardware, software, equipment, and services complementary to the Transportation Services Payment Solutions offered in 77 - 93 above. | <input type="radio"/> Yes <input type="radio"/> No | |

Table 7C: Depth and Breadth of Offered Solutions - These questions only pertain to Category 1

We will not be submitting for Table 7C: Depth and Breadth of Offered Solutions - These questions only pertain to Category 1

| Line Item | Question | Response * |
|-----------|--|------------|
| 95 | Describe all services offered specific to prepaid card and/or account issuance (physical and virtual) and management; include details on any personal information required, identity verification required, compliance with any relevant financial regulations, and program eligibility verification. | |
| 96 | Demonstrate your capabilities regarding digital wallet provisioning, including in-app provisioning capabilities enabling participants to add physical or virtual prepaid cards to mobile wallets; include details on experience, integration requirements, security protocols, and any limitations or prerequisites. | |
| 97 | Describe how solutions offered eliminate all end-user participant fees such as overdraft, inactivity, minimum balance, etc.; including description of features, safeguards, and compliance monitoring processes that are able to enforce this. | |
| 98 | Demonstrate your capabilities limiting card funds to transportation purchases only, including capabilities with merchant codes, purchase limits, geographical restrictions, and ongoing capabilities to update and modify restrictions. | |
| 99 | Describe any technical safeguards offered to prevent unauthorized withdrawals, transfers, and use for non-transportation; including prevention of withdraw, transfer, or non-transportation use of funds from non-end user sources such as community or employer provided funds. | |

Table 7D: Depth and Breadth of Offered Solutions - Category 2

Indicate below if the listed types or classes of Solutions are offered within your proposal. Provide additional comments in the text box provided, as necessary.

We will not be submitting for Table 7D: Depth and Breadth of Offered Solutions - Category 2

| Line Item | Category | Subcategory | Offered * | Comments |
|-----------|----------|-------------|-----------|----------|
|-----------|----------|-------------|-----------|----------|

| | | | | | |
|-----|--|-----------------------------------|--|---|---|
| 100 | Fare Collection Devices and Technology Solutions | | <input checked="" type="radio"/> Yes <input type="radio"/> No | Yes, Masabi supports a broad range of fare collection devices and technologies through a hardware-agnostic, API-driven platform designed to integrate with existing agency infrastructure and third-party systems. Masabi supports: Onboard and platform validators for bus, rail, BRT, and off-board fare collection environments; Gate and turnstile integration via secure APIs and SDKs; Handheld validation devices for fare inspection and enforcement; Third-party Ticket Vending Machines (TVMs) (e.g., Arrive, VenTek), integrated via APIs; and Third-party Point of Sale (POS) systems, integrated via APIs to support retail and distributed sales. Masabi integrates with CAD/AVL systems or GTFIS-RT data feeds to enable real-time operational awareness and data exchange. | * |
| 101 | | Validation and ticketing devices | <input checked="" type="radio"/> Yes <input type="radio"/> No | Yes - Jusstride provides and manages validators, TVMs, mobile POS, and inspection tools. | * |
| 102 | | Mobile payment collection systems | <input checked="" type="radio"/> Yes <input type="radio"/> No | Yes - Masabi mobile ticketing is the cornerstone of the proposed solution. The Jusstride platform supports multiple mobile apps including Jusstride White-label, as well as numerous integrations with third-party MaaS apps including Transit, Moovit, Citymapper, Google Maps, Uber, and more. | * |
| 103 | | Validation inspection services | <input checked="" type="radio"/> Yes <input type="radio"/> No | Yes - Includes Inspect Handheld app and SDK for fare inspection and compliance. | * |

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| 104 | | Related fare media, such as: data processing and communication devices and equipment | <input checked="" type="radio"/> Yes <input type="radio"/> No | Yes - Includes hardware and software supporting data processing and secure communications for fare validation, including validators and inspection devices that operate over standard network connectivity (e.g., cellular or Wi-Fi). Masabi's platform supports integration with agency- or partner-provided communication equipment, such as routers or modems, where required. | * |
| 105 | Mobile Pay-As-You- Go Ticketing Solutions | | <input checked="" type="radio"/> Yes <input type="radio"/> No | Yes - Supports ABT, fare capping, mobile tokens, and dynamic fare calculation. | * |
| 106 | | Payment service provider integration | <input checked="" type="radio"/> Yes <input type="radio"/> No | Yes - Integrated with PSPs for e-commerce, EMV, and bank transfer support. | * |
| 107 | | Fare calculation | <input checked="" type="radio"/> Yes <input type="radio"/> No | Yes - Fare engine supports time, distance, zone-based and trip based fare models. | * |
| 108 | | Fare capping and post-payment models | <input checked="" type="radio"/> Yes <input type="radio"/> No | Yes - Supports fare capping across all fare media, including mobile tickets, NFC smartcards, and Open Payments, covering both virtual wallets and contactless credit/debit cards. Fare capping and post-payment are enabled through Masabi's Account-Based Ticketing (ABT) platform. | * |
| 109 | | Financial reporting | <input checked="" type="radio"/> Yes <input type="radio"/> No | Yes - Real-time financial reporting and reconciliation features included. | * |
| 110 | | Fraud detection and prevention | <input checked="" type="radio"/> Yes <input type="radio"/> No | Yes - Includes device-level security, audit logs, deny-lists and Pattern, Masabi's built-in anti-fraud and behavioral analytics system, which detects suspicious usage patterns and automatically triggers actions such as alerts, account blocking and payment protection. Integration with external fraud tools is also supported. | * |

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| 111 | | Integration with validation equipment | <input checked="" type="radio"/> Yes <input type="radio"/> No | Yes - Supports integration with validation equipment using SDKs and APIs, including remote configuration and management. Masabi has integrated with third-party validators across multiple deployments. | * |
| 112 | | Automatic journey detection via smart devices | <input checked="" type="radio"/> Yes <input type="radio"/> No | Yes - Trip building supported from scans; device-based location detection is limited. | * |
| 113 | Back office, Account Management, and Platform Services | | <input checked="" type="radio"/> Yes <input type="radio"/> No | Yes - Comprehensive back office with APIs, customer and financial management. | * |
| 114 | | Account management interfaces for entities and end-users, including mobile applications | <input checked="" type="radio"/> Yes <input type="radio"/> No | Yes - Provides account management interfaces for agencies and end users through web-based portals and mobile applications, with integration supported via mobile SDKs and APIs. | * |
| 115 | | Real-time transaction monitoring and reporting | <input checked="" type="radio"/> Yes <input type="radio"/> No | Yes - Supports real-time transaction monitoring and reporting through dashboards, pre-built and configurable analytics, data exports and API access. Authorized users can monitor activity in real time, drill into transaction details and extract data via the Justride Hub or RESTful APIs. | * |
| 116 | | Autoloading and auto-disbursement of funds at regular intervals | <input checked="" type="radio"/> Yes <input type="radio"/> No | Yes - Autoload via API for Stored Value Accounts is fully supported. | * |
| 117 | | End-user intake and sig-up services | <input checked="" type="radio"/> Yes <input type="radio"/> No | Yes - Supports end-user intake and sign-up through mobile applications and web interfaces, with API support for third-party integration. The platform also supports anonymous and low-friction usage for riders who choose not to create a named account. | * |
| 118 | | Marketing and advertising of program services | <input checked="" type="radio"/> Yes <input type="radio"/> No | Yes - Supports in-app banners and custom messages to riders to support marketing, outreach and promotion of agency programs and services. | * |

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|-----|--|--|--|--|---|
| 119 | | Advertising revenue services | <input type="radio"/> Yes <input checked="" type="radio"/> No | No - No native ad monetization or third-party advertiser integration at this time. | * |
| 120 | | Data analytics and performance analysis | <input checked="" type="radio"/> Yes <input type="radio"/> No | Yes - Provides data analytics and performance analysis through built-in reporting, configurable dashboards, and APIs for operational and financial use cases. As a SaaS platform, Masabi continuously enhances analytics capabilities, regularly adding new reports and performance improvements without requiring customer-side upgrades. | * |
| 121 | | Merchant Category Code and other use restrictions and limitations management | <input checked="" type="radio"/> Yes <input type="radio"/> No | Yes - Restrictions enforced through fare rules and entitlements. | * |
| 122 | | Customer service and support for all stakeholders | <input checked="" type="radio"/> Yes <input type="radio"/> No | Yes - Customer service and support are provided for riders, agencies, and partners through the Justride Hub, enabling authorized staff to manage rider accounts, transactions, tickets, entitlements and payment-related inquiries across mobile, account-based and open payment use cases. | * |
| 123 | | Regulatory compliance services | <input checked="" type="radio"/> Yes <input type="radio"/> No | Yes - Compliant with PCI-DSS, SOC2, ISO27001, and privacy standards. | * |
| 124 | | Facilitation, generation, and support of periodic reporting for standard and custom reports | <input checked="" type="radio"/> Yes <input type="radio"/> No | Yes - Periodic and custom reports are supported via API and dashboards. | * |
| 125 | | Training programs and materials for all stakeholders | <input checked="" type="radio"/> Yes <input type="radio"/> No | Yes - Included onboarding training, additional training can be provided with additional quotation. | * |
| 126 | | Integration of payment solutions and access for use of transportation services with existing and future mobility platforms | <input checked="" type="radio"/> Yes <input type="radio"/> No | Yes - Open APIs allow integration with MaaS, CRM, and mobility services. Currently integrated with Transit, Uber, Moovit, Google Maps and Citymapper. | * |
| 127 | | Related hardware, software, equipment, and services complementary to the Transportation Services Payment Solutions offered in 100 - 126 above. | <input checked="" type="radio"/> Yes <input type="radio"/> No | Yes - Justride integrates with and provides compatible hardware and services. | * |

Table 7E: Depth and Breadth of Offered Solutions - These questions only pertain to Category 2

We will not be submitting for Table 7E: Depth and Breadth of Offered Solutions - These questions only pertain to Category 2

| Line Item | Question | Response * |
|-----------|---|---|
| 128 | Describe your capabilities for implementing and integrating fare collection and ticketing devices into existing transit systems | <p>Masabi's fare collection solutions are designed for seamless integration with existing transit infrastructure, supporting a wide range of devices and sales channels. The platform's modular, API-driven architecture enables agencies to implement and connect fare collection and ticketing devices efficiently, minimizing disruption and maximizing flexibility. This is proven at scale with 120+ integrations and our partner network of over 60 approved third-party vendors working with Justride.</p> <p>Partner Ecosystem Justride is designed from the ground up as an open platform, with over 100 proven integration partners, including Cubic, HID, Scheidt & Bachmann, Flowbird, Ventek, INIT, Clever Devices, Vontas (Trapeze), Moovit, Transit app, Uber, Google Maps, and Citymapper app. This partner ecosystem ensures the solution can integrate with both existing systems and future technologies, reducing risk and increasing choice.</p> <p>Open API Platform As an open-API platform, Justride provides transit agencies full access to APIs and SDKs, enabling seamless integrations with validation equipment and mobility partners. Justride is built as an event-based platform with a decentralized data layer. All services are exposed as RESTful APIs and decoupled microservices, adhering to modern standards including OpenID Connect, OAuth 2.0, and SAML2. This ensures secure, interoperable communication with agency systems and partners. All Justride functionality is accessible through fully documented APIs, with Masabi handling security configuration so the agency and its partners can connect seamlessly. As the platform evolves, new API endpoints are added continuously, ensuring the agency always has access to the latest capabilities without costly rebuilds.</p> <p>Masabi has a proven track record of third-party integrations across more than 100 partners worldwide, including: Fare gates: Cubic for LA Metrolink, Scheidt & Bachmann for MBTA Boston. Onboard validators: HID for Calgary Transit, Saskatoon Transit, and GCRTA, Cleveland. INIT for National Express West Midlands. Busmatick and Proconsi validators in Spain. TVMs: Flowbird for Greater Dayton RTA, INIT for LA Metrolink, Indra for St. Louis Bi-State, S&B for Pittsburgh, Sigma for Metrolinx Toronto, and Ventek for RTS Rochester.</p> <p>Agencies can subscribe to webhook notifications for real-time updates on fare products, transactions, entitlements, and validation outcomes—enabling tighter operational control and visibility.</p> <p>Benefits of an Open Ecosystem Masabi's open architecture gives customers multiple options and allows them to future-proof the provided solutions. Several of the greatest advantages include: Interoperability: Justride APIs allow the different subsystems of the agency's environment to communicate effectively, even if they are built using different technologies. This also applies to third-party Integrations, such as retail networks or Mobility Partners platforms. Flexibility: Agencies can integrate best-of-breed solutions from multiple vendors, allowing them to choose the most suitable technologies for their specific needs. This flexibility enables agencies to create a comprehensive and tailored fare collection ecosystem that addresses their unique requirements. Automation: Allows agencies to automate tasks like ticket generation, payment processing, and account management, reducing manual effort and potential errors. Innovation and speed to market: By leveraging APIs, developers can quickly build applications or services without reinventing functionality. For instance, developers can use Masabi's Validation SDK to add fare validation to custom hardware or apps. Future-Proofing and Modularity: APIs allow systems to evolve by adding or deprecating endpoints without disrupting dependent systems. This allows a modular approach to the overall ecosystem. For example, Masabi's customer New York MTA used the Rider SDK to swap out its front-end ticketing app midway through its contract with Masabi. Similarly, RTC Las Vegas used the Validation SDK to swap out validation hardware. Regional Connections: Masabi's open architecture supports interoperability between different transit systems. This means that passengers can use a single account or payment method across multiple agencies or modes of transportation, which significantly improves the overall user experience and encourages seamless travel across regions. Cost-Effective Solutions: The ability to mix and match different technologies and services from various providers often leads to more cost-effective solutions. Agencies can leverage the strengths of different vendors to create a system that offers the best value for money.</p> |

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|-----|---|---|
| 129 | Describe in detail mobile pay-as-you-go ticketing solutions offered capabilities and integration process into existing and future transit system components | <p>Justride’s mobile pay-as-you-go ticketing solution allows riders to use a QR code on their smartphone as an Account-Based Ticketing (ABT) identifier. They simply scan the QR code on a validator, and ride, while the back office handles fare calculations. There is no need to buy a ticket in advance, understand fares, or queue at a ticket machine. Justride automatically calculates discounts (if eligible), transfers, and fare capping (if enabled), applies them to the rider’s fare, and deducts the correct fare from the rider’s stored value account.</p> <p>Masabi also supports ABT through other fare media, including closed-loop smart cards, open-loop cEMV cards, and digital wallets. Offering a variety of fare media for ABT allows transit agencies to meet the needs of all their riders, rather than just a few segments. Unlike smart cards, which could be misplaced, mobile barcode ABT allows riders to ride with the item they are most likely to have with them at all times: their smartphone. Like all mobile ticketing solutions, it reduces fare media costs for the agency because the rider can use the device they already have.</p> |
|-----|---|---|

Table 8: Exceptions to Terms, Conditions, or Specifications Form

Line Item 130. NOTICE: To identify any exception, or to request any modification, to Sourcewell standard Master Agreement terms, conditions, or specifications, a Proposer must submit the proposed exception(s) or requested modification(s) via redline in the Master Agreement Template provided in the “Bid Documents” section. Proposer must upload the redline in the “Requested Exceptions” upload field. All exceptions and/or proposed modifications are subject to review and approval by Sourcewell and will not automatically be included in the Master Agreement.

| Do you have exceptions or modifications to propose? | Acknowledgement * |
|---|--|
| | <input checked="" type="radio"/> Yes <input type="radio"/> No |

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as “Marketing Plan.”
 - [Pricing](#) - Appendix C. Sourcewell Services Descriptions and Pricing.pdf - Wednesday January 07, 2026 14:27:23
 - [Financial Strength and Stability](#) - Financial Capability Letter for Sourcewell.zip - Wednesday January 07, 2026 14:03:10
 - [Marketing Plan/Samples](#) - Appendix A. Marketing Samples.pdf - Wednesday January 07, 2026 14:05:16
 - [WMBE/MBE/SBE or Related Certificates](#) - Masabi Installer QMI SBE Certification.pdf - Wednesday January 07, 2026 14:12:18
 - Standard Transaction Document Samples (optional)
 - [Requested Exceptions](#) - Requested Exceptions and Masabi MSA.zip - Wednesday January 07, 2026 14:06:45
 - [Upload Additional Document](#) - Appendix B. Justride Platform.pdf - Wednesday January 07, 2026 14:29:42

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT OF COMPLIANCE

I certify that I am an authorized representative of Proposer and have authority to submit the foregoing Proposal:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for award.
3. The Proposer certifies that:
 - (1) The prices in this Proposal have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other Proposer or competitor relating to-
 - (i) Those prices;
 - (ii) The intention to submit an offer; or
 - (iii) The methods or factors used to calculate the prices offered.
 - (2) The prices in this Proposal have not been and will not be knowingly disclosed by the Proposer, directly or indirectly, to any other Proposer or competitor before award unless otherwise required by law; and
 - (3) No attempt has been made or will be made by Proposer to induce any other concern to submit or not to submit a Proposal for the purpose of restricting competition.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest is created when a current or prospective supplier is unable to render impartial service to Sourcewell due to the supplier's: a. creation of evaluation criteria during performance of a prior agreement which potentially influences future competitive opportunities to its favor; b. access to nonpublic and material information that may provide for a competitive advantage in a later procurement competition; c. impaired objectivity in providing advice to Sourcewell.
5. Proposer will provide to Sourcewell Participating Entities Solutions in accordance with the terms, conditions, and scope of a resulting master agreement.
6. The Proposer possesses, or will possess all applicable licenses or certifications necessary to deliver Solutions under any resulting master agreement.
7. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
8. Proposer its employees, agents, and subcontractors are not:
 1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
 2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or
 3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Juan Carbonell, Sr. Vice President of Sales, Masabi LLC

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the obligations contemplated in the solicitation proposal.

Yes No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "I have reviewed this addendum" below to acknowledge each of the addenda.

| File Name | I have reviewed the below addendum and attachments (if applicable) | Pages |
|---|--|-------|
| Addendum_8_Transportation_Services_RFP_010726 Mon December 29 2025 03:32 PM | <input checked="" type="checkbox"/> | 2 |
| Addendum_7_Transportation_Services_RFP_010726 Tue December 23 2025 06:50 PM | <input checked="" type="checkbox"/> | 4 |
| Addendum_6_Transportation_Services_RFP_010726 Fri December 19 2025 03:03 PM | <input checked="" type="checkbox"/> | 2 |
| Addendum_5_Transportation_Services_RFP_010726 Wed December 17 2025 02:31 PM | <input checked="" type="checkbox"/> | 1 |
| Addendum_4_Transportation_Services_RFP_010726 Tue December 16 2025 03:42 PM | <input checked="" type="checkbox"/> | 1 |
| Addendum_3_Transportation_Services_RFP_010726 Fri December 12 2025 11:17 PM | <input checked="" type="checkbox"/> | 5 |
| Addendum_2_Transportation_Services_RFP_010726 Fri December 5 2025 03:27 PM | <input checked="" type="checkbox"/> | 1 |
| Addendum_1_Transportation_Services_RFP_010726 Mon November 17 2025 03:50 PM | <input checked="" type="checkbox"/> | 1 |

Masabi's Standard Terms of Service for Justride SaaS and Validation Hardware

| | | |
|--|--------------------------------------|-----|
| | | |
| | | |
| | MASABI LLC | (1) |
| | and | |
| | [insert Agency Customer name] | (2) |

| | | |
|--|---|--|
| | SOFTWARE AS A SERVICE AND HARDWARE AGREEMENT | |
|--|---|--|

| | |
|--|---|
| This Agreement is effective as of [insert] [202[X]] (the “Effective Date”) | |
| PARTIES | |
| (1) | MASABI LLC, a Delaware Limited Liability Company whose principal office is at 1330 Avenue of the Americas, Suite 23A, New York, NY, USA ("Masabi"); and |
| (2) | [insert Agency Customer name and details] (the “Customer”) |

Each a “Party” and together the “Parties”.

INTRODUCTION

- A Masabi has developed a variety of proprietary fare collection technologies, including the Justride™ Platform, which it makes available on a software as a service basis.
- B The Customer wishes to utilize certain of these technologies and services to assist it in developing and operating a fare collection solution. The Customer has selected Masabi to provide Masabi’s Justride™ Ticketing platform and Validation Hardware devices. Masabi is willing to provide, and the Customer has agreed to receive and pay for Masabi’s Justride™ Ticketing platform and Validation Hardware devices pursuant to (and on the terms and conditions of) this Agreement.
- C This Agreement governs the provision and use of (i) the Services; (ii) licensed access to the Justride™ Platform; and (iii) the Validation Hardware (if any) (each as defined below), provided and made available to the Customer by Masabi pursuant to this Agreement.
- D In addition, the Parties have agreed that Masabi will act as merchant of record for the sale of the Customer’s Tickets via the Justride™ Platform. **[Note: Amend as required to reflect the terms of Masabi’s Proposal i.e. whether Masabi or the Agency is MoR.]**

IT IS AGREED THAT:

1 INTERPRETATION

1.1 In this Agreement the following words shall have the following meanings:

"Additional Services" means (i) any services in addition to the Platform Services, including ad-hoc support and maintenance, consulting services and custom development that, at Customer’s request (and with Masabi’s agreement), Masabi provides to the Customer from time to time; and (ii) implementing changes to the initially deployed configuration of the Justride™ Platform and/or Ticket customization that may be agreed between the Parties in accordance with clause 17 of this Agreement. In addition to the agreed Charges, all Additional Services shall be priced and charged using the Rates, together with all reasonable and proper travel and subsistence expenses incurred in the performance of the Additional Services, all as notified to the Customer in writing in advance of such reasonable and proper expenses being incurred;

"Agreement" means this written agreement and includes the Schedules to it (as varied in writing between the Parties from time to time);

“**API**” means the application programming interface;

“**App**” or “**Justride™ Retail Mobile App**” means the component of Masabi’s Justride™ Platform that is a white-labelled mobile application, which is provided to the Customer and branded for the Customer for the purpose of selling Tickets to End Users;

“**Applicable Laws**” means, with respect to any person, property, transaction, event or other matter, any laws, rules, statutes, regulations, orders, judgments, decrees, treaties or other requirements having the force of law applicable in [insert as agreed with Customer] and relating to or applicable to such person, property, transaction, event or other matter;

“**Authorized User(s)**” means the Customer employees who are authorized by the Customer to access the Justride™ Platform;

“**Business Day**” means a day other than a Saturday, Sunday or a public holiday in England and Wales or in the place in which a Party’s obligation is to be performed or in which a notice under this Agreement is received;

“**Chargeback**” means a way to request a refund for a debit or credit card purchase that went wrong. A chargeback is a charge that is returned to a payment card after an End User successfully disputes an item on their account statement or transactions report;

“**Charges**” means the charges payable for the Services, as set out in or calculated in accordance with Schedule 2 (Charges) (as varied from time to time in accordance with this Agreement);

“**Claim**” means any claim, demand, action or legal proceeding;

“**Confidential Information**” means all information in any form that a reasonable person in the position of the recipient would consider to be of a confidential nature (regardless of whether or not it is marked as confidential), including software, computer programs, codes, technology, test data, architectures, hardware configuration information, algorithms, formulas, processes, ideas, inventions, discoveries, concepts, prototypes, designs, drawings, engineering, schematics and other technical, business, financial and present or future products or services, and services and product development plans, forecasts, customer lists, current and anticipated customer requirements, strategies or other information, but does not include the Excluded Information with effect from the date that it becomes Excluded Information. For the avoidance of doubt, all of the object and source code to any software and all software design documents and APIs and/or SDKs provided by Masabi to the Customer from time to time (and all information derived from them) and any technical details relating to the Justride™ Platform and/or the Validation Hardware and/or the Services shall be treated as forming part of Masabi’s Confidential Information and the Customer irrevocably agrees that such information and any Masabi Data shall never be considered to be “Excluded Information”;

“**Contactless Fare**” means a fare payment for Customer transportation services by simply tapping a contactless payment card, or payment card added to a mobile wallet (e.g. Apple Pay), on a reader without needing to insert it or swipe it; essentially, a “tap-and-ride” fare - all as processed by Masabi’s Justride Platform;

“**Customer Data**” means the data inputted by the Customer, Authorised Users and/or End Users in the course of using the Services;

"Documentation" means the standard user documentation that is identified in writing as such by Masabi and is made available to the Customer by Masabi from time to time, which sets out a description of the elements/functionality of the (i) Justride™ Platform to which it relates; and/or (ii) Validation Hardware. However, any advertising or other promotional material in respect of the Justride™ Platform and/or Validation Hardware is not Documentation;

"Early Termination Charges" means i) fifty percent (50%) of the Fixed Fees as set out in Schedule 2 (Charges) for the remainder of the Term; and ii) an amount equal to fifty percent (50%) of Masabi's expected Transaction Revenue Share (calculated using the Customer's annual gross fare revenue in the twelve months preceding termination) for the remainder of the Term;

"End Users" means a person (i.e. passengers) (i) to whom Masabi shall retail Tickets from time to time via the consumer mobile application known as Justride (the "App") or such other apps as Masabi shall specify to the Customer from time to time; and/or (ii) who purchases a Contactless Fare;

"Excluded Information" means information which the receiving Party can prove:

- (a) is or becomes publicly known through no default or breach of this Agreement by the receiving Party;
- (b) was or becomes lawfully known to the receiving Party without any confidentiality obligation from a source other than the disclosing Party who itself obtained it without any confidentiality obligation; or
- (c) is developed by the receiving Party independently of the disclosing Party or the disclosing Party's Confidential Information.

In order to avoid any doubt, however, the Parties irrevocably agree all of the object and source code to any software and all software design documents and APIs and/or SDKs relating to the JustRide™ Platform and/or the Validation Hardware and/or the Services and/or the Masabi Data shall never be "Excluded Information" regardless of whether or not any of the criteria in (a) to (c) above are ever met.

"Gross Ticket Revenue" has the meaning set out in clause 9.2;

"in-App End User Terms" means the terms for download, license and use of the Justride™ Retail Mobile App for purchase of Tickets, as finally decided by Customer but must include provisions that are materially in the form of (and shall include the blue highlighted sections of) the End User T&Cs set out at Schedule 6 (in-App End User Terms);

"Initial Period" means the initial period of this Agreement as stated in Schedule 1 (Justride™ Platform, Validation Hardware and Services);

"Insolvency Event" means the happening of any of the following events:

- (a) an order is made that a body corporate be wound up;
- (d) an order appointing a liquidator or provisional liquidator in respect of a body corporate is made;
- (e) except to reconstruct or amalgamate while solvent on terms consented to by the other Party acting reasonably, a body corporate enters into, or resolves to enter into, a scheme of arrangement or composition with, or assignment for the benefit of, all or any class of its creditors, or it proposes a reorganisation, moratorium or other administration involving any of them;

- (f) a body corporate resolves to wind itself up, or otherwise dissolve itself, or gives notice of intention to do so, except to reconstruct or amalgamate while solvent on terms approved by the other Party acting reasonably or is otherwise wound up or dissolved;
- (g) a body corporate is or states that it is insolvent;
- (h) as a result of the operation of applicable Law, a body corporate is taken to have failed to comply with a statutory demand;
- (i) a body corporate is, or makes a statement from which it may be reasonably deduced by the other Party that the body corporate is, the subject of an insolvency event under applicable Law;
- (j) a body corporate takes any step to obtain protection or is granted protection from its creditors, under any applicable legislation or an administrator is appointed to a body corporate;
- (k) a resolution is passed to appoint an administrator or an administrator is appointed to a body corporate; or
- (l) anything analogous or having a substantially similar effect to any of the events specified above happens under the Law of any applicable jurisdiction;

"Intellectual Property Rights" means copyright, rights related to or affording protection similar to copyright, database rights, patents and rights in inventions, semi-conductor topography rights, trade and service marks, logos, rights in internet domain names and website addresses and other rights in trade or business names, design rights (whether registerable or otherwise) and registered designs, know-how, trade secrets and moral rights and other similar rights or obligations together with applications for registration and the right to apply for registration and all other rights whether registerable or not having equivalent or similar effect in any country or jurisdiction and the right to sue for passing off in each case which may subsist or come into existence from time to time;

"Justride™ Hub" means Masabi's responsive web back-office also known as the 'Hub' which offers its customers a self-service consumer-grade user experience for securely operating the Justride™ Platform. Hub functionality encompasses tariff administration, customer services handling, all types of fare media, tariff setup, validation device management, reporting and analytics;

"Justride™ Platform" means all components of Masabi's Justride™ cloud-based transit fare payments software platform (IT systems and software - known as 'the Justride™ Platform') as detailed in Schedule 1 (Justride™ Platform, Validation Hardware and Services) and including the Justride™ Hub and the Justride™ Retail Mobile App, and where applicable the Justride™ Retail SDK, the Justride™ Validation Mobile Software, Justride™ Validation Mobile SDK and/or the Justride™ Validation Embedded Software, as described in Masabi's Proposal and set out in Schedule 1 (Justride™ Platform, Validation Hardware and Services) deployed to and configured for the Customer;

"Justride™ Retail SDK" means the SDK (for selling Tickets) and which can run on iOS and Android;

"Justride™ Sales Channels" means all different sales options from where End Users purchase or use Customer's Tickets enabled or managed by the Justride™ Platform, such as the Justride™ Retail App, the Justride™ Retail SDK, the Web Portal, or any other sales channel, as agreed in writing between the Parties;

"Justride™ Validation Embedded SDK" means the 'Validation' embedded SDK for third party hardware for inspecting or validating Tickets and which runs on Android or Linux;

“**Justride™ Validation Embedded Software**” means a software component of Masabi’s Justride™ Platform that is used to confirm the validity of Tickets used by End Users when travelling on Customer’s transport service, and which runs as a software layer on validation hardware devices with suitable operating systems (presently Linux) or as an SDK (the Justride™ Validation Mobile SDK presently running on Linux only) and that complies with the minimum hardware specifications (to be advised by Masabi from time to time);

“**Justride™ Validation Mobile SDK**” means the ‘Validation’ SDK for inspecting or validating Tickets on mobile devices which runs on Android;

“**Justride™ Validation Mobile Software**” means a software component of (and set of APIs for) Masabi’s Justride™ Platform that is used to confirm the validity of Tickets used by End Users when travelling on the Customer’s transport service and which runs as an enterprise application on any handheld mobile device running iOS or Android, or as an SDK (the Justride™ Validation Mobile SDK) running on Android only. The Justride™ Validation Mobile SDK enables third party providers to integrate the Justride Platform validation capabilities into their third-party apps.

“**Licensed Accessible Products**” has the meaning given in clause 6.1 of this Agreement;

“**Masabi Data**” is defined in clause 4.1.

“**Masabi Hardware Warranty Plan**” means the hardware warranty plan as set out in Schedule 5 (Masabi Hardware Warranty Plan);

“**Masabi’s Proposal**” means Masabi’s written proposal submitted in response to the RFP for Purchase and Implementation of [insert name of Project];

“**Masabi’s Revenue Share**” has the meaning set out in clause 9.2;

“**Merchant of Record**” means a third-party entity that is authorized, and held liable, by a financial institution to process a cardholder's credit and debit card transactions and manages transactions for a business in relation to those cardholders;

“**Net Revenue**” has the meaning set out in clause 9.2;

“**Non-Contactless**” means any transactions processed by the Justride Platform that are not Contactless Fares.

“**Payment Processing Fees**” means the following Non-Contactless and Contactless Fare transactions payment processing fees that Masabi (as Merchant of Record) charges the Customer (and are payable by the Customer) on the following basis:

- (i) third-party payment processing fees i.e. payment scheme and issuing bank fees, including (but not limited to) interchange and assessment fees, and other such fees as set and charged by the Card issuers and/or Card payment system operators (e.g., Mastercard, VISA, Amex and Discover) (collectively the “**Wholesale Payment Processing Fees**”) , directly related to the services and passed through to the Customer at cost. The Wholesale Payment Processing Fees are made up of both fixed and variable rates and may vary based on card type, transaction volume, transaction size, level of chargebacks and any future changes in rates as set by Third Parties; together with;
- (ii) seven (7) cents (USD), per authorization fee covering gateway and acquiring services.

“**Permitted Deductions**” has the meaning set out in clause 9.2;

"Platform Services" means the services of configuration and implementation of the Justride™ Platform described under the title 'Platform Services' in Schedule 1 (Justride™ Platform, Validation Hardware and Services);

"Pre-existing IP" means Intellectual Property Rights of a Party, including underlying know-how, ideas, concepts, techniques, methodologies, and processes:

- (a) that were owned by or licensed to that Party prior to the Effective Date; or
- (b) that are created by or on behalf of that Party, or licensed to that Party, independently from this Agreement.

To avoid any doubt, any modification or improvement of Masabi's Pre-existing IP at any time will form a part of Masabi's Pre-existing IP;

"Premises" means the location agreed between the Parties at which the Validation Hardware is to be delivered;

"Rates" means Masabi's then standard time and materials rates as set out in Schedule 2 (Charges) (as varied from time to time in accordance with this Agreement), or if not set out in Schedule 2 (Charges), as provided to the Customer on request from time to time;

"SDK" means Masabi's Software Development Kit(s);

"Services" means the services provided or to be provided under this Agreement (as the case may be) and which shall comprise the Platform Services and the Additional Services (if any);

"Scope of Support Services Document" means Masabi's support services (and service level agreement) for the Services and for the Justride™ Retail Mobile App (the app support being in-App support) set out in Schedule 3 (Masabi SLA and Support Services), as amended by subsequent notification to the Customer from time to time. Schedule 3 provides a description of the Masabi 'Incident Support Management' process and the service level agreements (SLAs) for Masabi to respond and resolve critical incidents;

"Support Services" means the support services to be provided in accordance with the provisions of the Scope of Support Services Document;

"Term" has the meaning set out in clause 2 (Duration);

"Territory" means the [insert the Country//State/Province/City/Public Transport system where Services will be provided for this Customer] and any other municipality or administrative area as agreed by the Parties in writing;

"Ticket" means a ticket, pass, token, voucher, or similar mechanism issued using the Justride™ Platform which can be used to redeem transportation services from the Customer;

"Transaction" or **"transaction"** means the issuance of a Ticket using the Justride platform, including the purchase or issuance of a ticket or pass, the use of stored value funds associated with an account-based token, and/or the use of a contactless credit card or digital payment wallet;

"Update(s)" means a software release that fixes known bugs and maintains the functionality of the Justride™ Platform as deployed to and configured for the Customer;

"Validation Hardware" means the Justride™ electronic validation unit (and quantities) as described in under 'Equipment' in Schedule 1 (Justride™ Platform, Validation Hardware and Services), and any further or other Justride™ electronic validation units as agreed by the Parties in writing from time to time;

“Validation Hardware IAT Procedure” means the Masabi Generic Validation Hardware Installation Acceptance Test (IAT) Procedure set out at Schedule 4;

“Validation Hardware PCI Compliance Plan” means the Masabi Hardware Payment Card Industries (PCI) Hardware Compliance Plan set out at Schedule 7;

"Virus" means any thing or device (including any software, code, file or programme) which may: (a) maliciously prevent, impair or otherwise adversely affect the operation of any computer software, hardware or network, any telecommunications service, equipment or network or any other service or device; (b) maliciously prevent, impair or otherwise adversely affect access to or the operation of any programme or data, including the reliability of any programme or data (whether by maliciously re-arranging, altering or erasing the programme or data in whole or part or otherwise); or (c) adversely affect the user experience. The term **"Virus"** includes worms, trojan horses, viruses and other similar malicious things or devices. However the term **"Virus"** does not include any software, device, measure or thing that is intended to protect Masabi's legitimate rights; and

“Warranty Period” has the meaning set out in clause 7.6.

1.2 The interpretation and construction of this Agreement shall be subject to the following provisions:

- (a) the words "include", "includes" "including" "for example" and "in particular" and words of similar effect shall be construed as if they were immediately followed by the words "without limitation";
- (b) where the context so admits the singular shall include the plural and vice versa;
- (c) references to any person shall include natural persons and partnerships, firms and other incorporated bodies and all other legal persons of whatever kind and however constituted and their permitted assigns or permitted transferees;
- (d) references to any statute, enactment, order, regulation, code, official guidance or other similar instrument shall be construed as a reference to the statute, enactment, order, regulation, code, official guidance or instrument as amended or replaced from time to time by any subsequent enactment, order, regulation, code, official guidance or instrument (whether such amendment or replacement occurs before or after the date of this Agreement);
- (e) references to any statute or statutory provision shall include a reference to any subordinate legislation made under it;
- (f) references to any document or agreement (including this Agreement) or any part of it shall include reference to such document or agreement (or the relevant part of it as the case may be) as amended, extended or replaced from time to time;
- (g) any obligation on a Party not to do something includes an obligation not to allow that thing to be done;
- (h) headings and the table of contents are inserted for convenience only and shall not affect the construction or interpretation of this Agreement;
- (i) no provision of this Agreement will be interpreted against a Party merely because that Party prepared that provision or contributed to its drafting, or seeks to rely upon it; and
- (j) references to clauses and schedules are to the clauses and schedules of this Agreement.

1.3 If there is any inconsistency or contradiction arising between the terms and conditions of this Agreement and any of its Schedules and/or of any other document incorporated into this Agreement in accordance with its terms, then the terms and conditions of the document appearing earlier in this list shall control and take precedence.

2 AGREEMENT TERM

This Agreement shall start on the Effective Date and shall remain in force, subject to clauses 13 and 14, for the Initial Period. At the end of the Initial Period, it shall renew for successive 12 month periods (each a “**Successive Period**”), save that either Party may terminate this Agreement by giving at least ninety (90) days’ written notice to take effect on and from the end of the Initial Period or the Successive Period. The Initial Period and any Successive Period(s) shall collectively be the term of this Agreement (the “**Term**”).

3 SERVICES

3.1 In consideration for and subject to timely payment of the Charges and the other terms of this Agreement, Masabi shall provide to the Customer, from the Effective Date and throughout the Term:

- (a) access to and use of the Licensed Accessible Products as set out in clause 6 and any agreed implementation plan;
- (b) the Platform Services;
- (c) the Support Services; and
- (d) any requested Additional Services as agreed in writing by the Parties from time to time.

3.2 Masabi shall (i) display and list the Tickets on the App and resell the Tickets through the App and shall accept and process orders for and take payments for such Tickets through the App; and (ii) process and take payments for Contactless Fares (via cEMV transactions). If specified in writing in the Proposal, or if Masabi otherwise agrees in writing, Masabi shall accept and process orders for and take payments for such Tickets through the Justride™ Retail Mobile App as Merchant of Record. **[Note: Amend as required to reflect the terms of Masabi's Proposal i.e. whether Masabi or the Agency is MoR.]**

4 TRANSIT AGENCY DATA

4.1 The Customer shall own all right, title and interest in and to all of the Customer Data and shall have sole responsibility for the legality, reliability, integrity, accuracy and quality of the Customer Data. Masabi shall not use or copy the Customer Data other than for the purposes of providing the Justride™ Platform and Services under this Agreement. The Customer acknowledges and agrees that Masabi shall be entitled to generate analyses and meta-data from the use of the Justride™ Platform for the purposes of monitoring and improving the Justride™ Platform, developing new products, software and services, and for Masabi's other business purposes (the “**Masabi Data**”). Masabi shall own all of the Intellectual Property Rights in the Masabi Data (which shall be considered the Confidential Information of Masabi) and shall be entitled to freely use and exploit it. Masabi shall ensure that the Masabi Data cannot be used to identify any individual and is only published in aggregated format in a manner that does not enable the Customer, or its Authorized Users or End Users to be identified.

4.2 Masabi shall follow its archiving procedures for Customer Data as set out in Masabi's standard data back-up policies available on its customer web portal or in other such location Masabi may notify to the Customer from time to time. In the event of any loss or damage to Customer Data, the Customer's sole and exclusive remedy shall be for Masabi to use reasonable commercial endeavors to restore the lost or damaged Customer Data from the most recent back-up of such Customer Data maintained by Masabi in accordance with its archiving procedure. **MASABI SHALL NOT BE RESPONSIBLE FOR ANY LOSS, DESTRUCTION, ALTERATION OR DISCLOSURE OF TRANSIT AGENCY DATA CAUSED BY ANY THIRD PARTY (EXCEPT BY THOSE THIRD PARTIES SUB-CONTRACTED BY MASABI TO PERFORM SERVICES RELATED TO TRANSIT AGENCY DATA MAINTENANCE AND BACK-UP IN THE COURSE OF THEIR PERFORMING THOSE SUB-CONTRACTED SERVICES).**

- 4.3 Masabi shall, in providing the Justride™ Platform and Services, comply with its policies relating to the privacy and security of the Customer Data available on Masabi's customer web portal or other such location as Masabi may notify to the Customer from time to time. Masabi may amend such policies at any time and from time to time in its sole discretion.
- 4.4 If Masabi processes any personal data on the Customer's behalf when performing its obligations under this Agreement, the Parties record their intention that the Customer shall be the data controller and Masabi shall be a data processor, and in any such case:
- (a) Masabi uses AWS servers located in the USA in order to provide the services offered by the Justride™ Sales Channels. However, Masabi personnel (employees and/or contractors) in locations outside the USA may access personal data for the purposes of supporting the Justride™ Platform and providing the Services. The Customer acknowledges and agrees that the personal data may be accessed from outside of the country where the Customer and/or the End Users are located for the purposes of supporting the Justride™ Platform and providing the Services, and for the purpose of Masabi performing its other obligations under this Agreement, subject to the terms of each End User's agreement in the in-App End User Terms, which describe the location from which the personal data may be accessed;
 - (b) the Customer must ensure that it is entitled to transfer the relevant personal data to Masabi so that Masabi can lawfully use, process and transfer the personal data in accordance with this Agreement on the Customer's behalf. This includes ensuring
 - (i) that the relevant third parties have been informed of, and have given their consent to, such use, processing, and transfer as required by all applicable data privacy legislation;
 - (ii) Masabi shall process the personal data only in accordance with the terms of this Agreement and any lawful instructions reasonably given by the Customer from time to time; and
 - (iii) each Party shall take appropriate technical and organizational measures against unauthorized or unlawful processing of the personal data or its accidental loss, destruction or damage.

5 SYSTEMS ACCESS & USE

- 5.1 Each Party shall take reasonable steps to minimise the risk of the transmission of Viruses from that Party's systems to the systems of the other Party or its third-party contractors.
- 5.2 Masabi shall not (and shall take reasonable steps to ensure that its staff and contractors do not) access or use the Customer's IT systems or Customer Data other than to the extent reasonably required to enable Masabi to perform its obligations or exercise its rights under this Agreement. However, Masabi shall be permitted to remotely access the Validation Hardware via a two-way (i.e., push/pull) transfer of information into/from the Justride™ Hub.
- 5.3 The Customer shall not (and shall take reasonable steps to ensure that its Authorized Users and End Users shall not) access or use the Justride™ Platform other than as and to the extent reasonably required for the purposes of using the Services as anticipated by this Agreement.
- 5.4 The Customer (i) shall use all reasonable commercial endeavors to minimise levels of fraud and/or Chargebacks in relation to the Tickets and Contactless Fares; and (ii) shall not (and shall use all reasonable commercial endeavors to procure that the End Users shall not) access or use the Justride™ Platform other than as and to the extent reasonably required for the purposes of using the Services as anticipated by this Agreement. "Reasonable commercial endeavors" includes (as a minimum):
- (a) preventing access to the Justride™ Sales Channels by any End User upon Masabi informing the Customer in writing of suspected fraudulent activity by such End User;

- (b) voiding Tickets where requested by Masabi from time to time where Masabi has a reasonable suspicion of fraudulent activity; and
 - (c) placing warnings to End Users in the Justride™ Sales Channels End User Terms of the potential consequences of suspected fraudulent activity (as set out in in clauses 5.4(a) and (b) above), in relation to access to and use of the Justride™ Sales Channels and Tickets,
- provided that nothing in this clause 5.4 requires the Customer to do anything that contravenes any Applicable Laws (which, for the avoidance of doubt, includes [insert the Customer's country e.g. USA or Canada] consumer law).
- 5.5 Masabi shall be entitled to suspend or restrict access to the Justride™ Platform in whole or in part at any time without liability to the Customer where:
- (a) Masabi reasonably considers that this is necessary to protect the Justride™ Platform or the data held on it or the systems of any customer of Masabi;
 - (b) Masabi reasonably considers that this is necessary to prevent any unlawful activity; or
 - (c) Masabi reasonably considers that the Customer or an Authorized User or End User (as the case may be) is seeking to access or use the Justride™ Platform other than in accordance with this Agreement.
- 5.6 Masabi shall notify the Customer in writing as soon as reasonably practicable of any suspension or restriction under clause 5.5. Masabi shall also restore access to the Justride™ Platform promptly after the matter that led Masabi to restrict or suspend access has been resolved to Masabi's reasonable satisfaction.

6 ACCESS LICENSE

- 6.1 Throughout the Term and subject to the License Restrictions set out in clause 6.2, Masabi grants to the Customer, a non-exclusive, royalty-free license to access and use the Justride™ Platform, the Documentation and the outcomes of any Additional Services in the Territory in connection with the Services and as contemplated under this Agreement (the “**Licensed Accessible Products**”). The Customer shall also have a right to receive and use all Updates free of charge during the Term. The Customer shall also be entitled to receive software Updates to onboard hardware, free of charge, as Masabi may release such Updates during the Term.
- 6.2 License Restrictions:
The Customer shall not:
- (a) Copy any part or all of the Licensed Accessible Products except to the extent expressly required to be permitted by any Applicable Laws or pursuant to an order of any court or the binding direction of any governmental authority (to the extent applicable), or otherwise as expressly contemplated and expressly permitted by this Agreement;
 - (b) alter, adapt, modify, translate, reverse engineer, disassemble or decompile the Licensed Accessible Products in any way or for any purpose, including for error correction, except as and to the extent expressly permitted by this Agreement or as required to be permitted by any Applicable Laws or pursuant to an order of any court or the binding direction of any governmental authority (to the extent applicable);
 - (c) except as permitted under clause 6.2(b) above, remove, change or obscure any aspect of any identification or notice of proprietary rights or restrictions on or in relation to the Licensed Accessible Products;

- (d) incorporate any part or all of the Licensed Accessible Products, or knowingly allow them to be incorporated, into any other product or documentation other than strictly as and to the extent contemplated by and for the purposes of using the Licensed Accessible Products in accordance with this Agreement; or
- (e) load, use or sub-license or otherwise make available any or all of the Licensed Accessible Products otherwise than as expressly permitted by this Agreement.

7 ADDITIONAL OBLIGATIONS

Masabi

- 7.1 Masabi warrants that it has and will maintain all necessary permits, licenses, consents, and permissions necessary for the performance of its obligations under this Agreement.
- 7.2 Masabi shall provide the Services (i) with reasonable skill and care and undertakes that on delivery the Services will conform in all material respects to Masabi's standard specification as described in Schedule 1 (Justride™ Platform, Validation Hardware and Services) or, in the case of Additional Services, those specifications described in the agreed addendum or work order document applicable to them; and (ii) in accordance with the provisions of the Scope of Support Services Document.
- 7.3 If the Services do not conform with the foregoing obligation, Masabi will, at its expense, use reasonable commercial endeavors to correct any such non-conformance promptly, or to provide the Customer with an alternative means of accomplishing the desired performance. Such correction or substitution constitutes the Customer's sole and exclusive remedy for any breach of the Masabi's obligation set out in clause 7.1. Notwithstanding the foregoing, Masabi:
 - (a) does not warrant that the Customer use of the Justride™ Platform will be uninterrupted or error-free; or that the Justride™ Platform and/or the information obtained by the Customer through the Justride™ Platform will meet the Customer's requirements; and
 - (b) is not responsible for any delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities, including the internet, and the Customer acknowledges (and shall procure that the End User acknowledges) that the Justride™ Platform may be subject to limitations, delays and other problems inherent in the use of such communications facilities.
- 7.4 Masabi shall present Chargebacks on a timely basis to the Customer for review. Should the Customer wish to dispute a Chargeback, Customer shall promptly provide Masabi with details and information to support the Chargeback to the credit card processing company. The Customer acknowledges that there can be no guarantee that the claim will be successful. Successful Chargebacks will be rebated to the Customer less any fees as charged by the credit card processing company on the subsequent remittance to the Customer.

Validation Hardware and Warranty

- 7.5 Masabi shall provide the Customer with the Validation Hardware. Masabi accepts no responsibility for installation and/or configuration of the Validation Hardware, which the Customer shall install and configure in accordance with the Documentation and specifications provided by Masabi. The Customer shall carry out installation acceptance testing using and following the Validation Hardware IAT Procedure to ensure that installation has been completed satisfactorily and confirm the results of such installation to Masabi in writing. ***[Note: This clause to be used only where the Customer (or its appointed third party agent) is installing the Validation Hardware. Otherwise, delete.]***
OR (as applicable)

- 7.5 Masabi shall provide the Customer with the Validation Hardware. Masabi shall be responsible for installation and/or configuration of the Validation Hardware in accordance with the project plan agreed by the Parties in writing. Masabi shall carry out installation acceptance testing using and following the Validation Hardware IAT Procedure to ensure that installation has been completed satisfactorily, and will confirm the results of such installation to the Customer in writing. **[Note: This clause to be used only where Masabi (or its appointed third party agent) is installing the Validation Hardware. Otherwise, delete.]**
- 7.6 Subject to the remainder of this clause 7, Masabi warrants that the Validation Hardware is free from defects in manufacturing or workmanship for a period of 12 months after delivery to the Customer (or to its appointed installation agent or subcontractor) (the “**Warranty Period**”).
- 7.7 Masabi provides a ‘back to base’ repair or replacement warranty as described in the Masabi Hardware Warranty Plan set out in Schedule 5 (Masabi Hardware Warranty Plan). The warranty cover is provided at no cost to the Customer during the Warranty Period. Where the Customer's warranty claim is identified by Masabi as either falling outside the scope of the warranty or outside the Warranty Period, the costs of investigation and repair shall be borne by the Customer.
- 7.8 The Customer is responsible for ensuring it has sufficient spares of the Validation Hardware in stock to ensure that there is no impact to its baseline service whilst any Validation Hardware is returned to Masabi for ‘under warranty’ repairs.
- 7.9 Masabi shall not in any circumstances be liable for any damage or defect to the Validation Hardware caused by:
- (a) improper use of the Validation Hardware;
 - (b) installation of the Validation Hardware by the Customer (or to its appointed installation agent or subcontractor) other than in accordance with the Documentation;
 - (c) use of the Validation Hardware outside its normal application as specified in the Validation Hardware PCI Compliance Plan; or
 - (d) damage to the Validation Hardware caused by the Customer, End User or any third party or by any external cause.

Customer

- 7.10 The Customer shall at all times comply with all requirements of the Validation Hardware PCI Compliance Plan.
- cEMV Readiness**
- 7.11 Masabi encourages the Customer to be ready for cEMV. If cEMV is planned, the Customer must comply with the requirements of clauses 7.12 to 7.17 (inclusive) or risk additional costs should it require use of cEMV at some future date.
- 7.12 The Customer shall (i) carry out self-service “Chain of Custody” and “Security Awareness” training (as set out in the Validation Hardware PCI Compliance Plan or as otherwise notified in writing by Masabi) prior to receipt of Validation Hardware and thereafter at least once per annum throughout the Term; (ii) comply with its Chain of Custody obligations; and (iii) have secure locations to receive, store and maintain access to the Validation Hardware. For the purposes of this clause, (i) ‘Chain of Custody’ is a process for receiving, using and storing cEMV equipment; and ‘Security Awareness’ is explained in the Validation Hardware PCI Compliance Plan. The Customer shall, on written request from Masabi, provide Masabi with written confirmation (with supporting evidence in the form of a compliance certification) that the required Chain of Custody and Security Awareness training has been carried out.

- 7.13 The Customer shall visually inspect each installed or stored Validation Hardware item at least once per year, and shall record details of the inspection and send that record of inspection to Masabi (the “**Customer Submitted Records**”). The Customer shall return all damaged/broken/decommissioned units back to Masabi within one month of such damage, breakage or decommissioning.
- 7.14 The Customer shall store all Validation Hardware in a secure location when they are not installed in a vehicle or at a platform or location or are not otherwise in use, and shall provide details of the storage locations (per-device) to Masabi for its records. In the event that the Customer changes the secure location or otherwise relocates the Validation Hardware, the Customer shall notify Masabi in writing of the new location no later than 5 Business Days of the change or relocation.
- 7.15 Where Masabi provides a web-based audit support tool to assist the Customer in collecting the requested information in clauses 7.12 and 7.13, the Customer shall only use the web-based audit support tool to perform the required inspection and secure storage tracking activities. The Customer shall complete a self-assessment questionnaire/attestation at least annually via the software tool provided by Masabi. The Customer must also complete the self-assessment questionnaire/attestation within ten (10) Business Days of Masabi’s written request to do so.
- 7.16 At any time during the Term, the Customer shall, on not less than five (5) Business Day’s written notice from Masabi:
- (a) provide or procure access for Masabi to the premises at which the Validation Hardware is stored and/or to the vehicles in or locations/platforms at which the Validation Hardware is installed; and
 - (b) provide reasonable co-operation and support to Masabi,
- for the purposes of Masabi conducting an on-site and/or on vehicle audit to verify (i) the Customer Submitted Records with the actual physical Validation Hardware devices; and/or (ii) the Customer’s compliance with all of their obligations in clauses 7.10 to 7.20 inclusive. If the above requirements are not complied with, Masabi may give immediate written notice to the Customer and subsequently discontinue any cEMV service that may be being provided to the Customer.
- 7.17 The Customer shall at all times comply with all requirements of the Validation Hardware PCI Compliance Plan where the Customer wishes to receive cEMV services at a future date. The Customer acknowledges that, in the event that it does not comply with all requirements of the Validation Hardware PCI Compliance Plan, additional work and associated costs are likely to be incurred if it wants to receive cEMV services at a future date. The works (and associated costs) include, but are not limited to, having to replace all Validation Hardware and all shipping, storage, handling and installation costs associated with such replacement.
- 7.18 At any time throughout the Term, Masabi has the right to make PCI compliance and security vulnerability related software updates to the Validation Hardware. If the Customer has not accepted the software updates within three (3) calendar days after written notice by Masabi, Masabi has the right to take the Validation Hardware offline, which may be done by remote means if necessary. Masabi has no liability to Customer for (or arising out of) taking the Validation Hardware offline. Further, taking the Validation Hardware offline will trigger a mandatory Masabi audit and Customer training (given by Masabi) - all at Customer’s cost.
- 7.19 If at any time throughout the Term, the Customer becomes (or is made) aware of any actual or suspected PCI compliance breach in relation to the Validation Hardware (whether self-detected or due to third party notification) (“**PCI Compliance Breach**”), it shall immediately and in any case no later than within twenty-four (24) hours (i) notify Masabi in writing of the actual or suspected breach (giving reasonable details) by emailing Masabi at pcibreach@masabi.com and legal@masabi.com. Customer shall also comply with the following post-notification obligations:

- (a) provide Masabi with (i) an initial report; and (ii) continued regular updated reports, about the nature and extent of the PCI Compliance Breach as it becomes available, and further provide Masabi with all necessary information that Masabi reasonably requests in relation to such PCI Compliance Breach;
- (b) comply with its obligations in section 5 (Response on Discovering Tampered cEMV Hardware) in the Validation Hardware PCI Compliance Plan;
- (c) ensure that the affected Validation Hardware shall be (i) taken off line immediately; (ii) removed from service; (iii) quarantined; and (iv) either (A) returned to Masabi or (B) subjected to an inspection on site by a Masabi-appointed engineer (at Customer's expense) to review status and decide the most appropriate course of action to resolve the issue (in which case the Customer shall comply with the steps for resolution specified by Masabi); and
- (d) make available to Masabi all information necessary to demonstrate compliance with the obligations in clauses 7.12 to 7.19 (inclusive) and the Validation Hardware PCI Compliance Plan, and allow for and contribute to audits and inspections conducted by Masabi or another auditor nominated by Masabi – all at the Customer's expense.

7.20 **PCI Compliance Breach Liability.** Customer acknowledges and accepts it is responsible (and liable to Masabi) for all damages, losses and costs suffered or incurred by Masabi related to or arising directly or indirectly from any PCI Compliance Breach, except to the extent that such damages, losses and costs are a direct result of the wilfully wrongful, unlawful or negligent acts or omissions of Masabi or its agents.

Validation Hardware - Title and Risk

7.21 Title to and ownership of the Validation Hardware shall pass to the Customer on payment in full to Masabi for such hardware in accordance with the terms of this Agreement. Risk of loss of the Validation Hardware will pass to the Customer at the point of delivery as specified in the order.

7.22 From the point of delivery of the Validation Hardware at the Premises until title and ownership have passed of the Validation Hardware has passed to the Customer under clause 7.21 , the Customer shall:

- (a) hold the Validation Hardware on a fiduciary basis for Masabi as Masabi's bailee;
- (b) store the Validation Hardware (at no cost to Masabi) in satisfactory conditions as specified by Masabi, separate from all the Customer's other equipment or that of any third party, and clearly marked as Masabi's property, so that it remains readily identifiable as Masabi's property;
- (c) not destroy, deface or obscure any identifying mark or packaging on or relating to the Validation Hardware;
- (d) irrevocably and unconditionally consent to Masabi registering its ongoing interest in the Validation Hardware on any official register in [insert the Customer's country]; and
- (e) keep the Validation Hardware insured on Masabi's behalf for its full price and against all risks with a reputable insurer to the reasonable satisfaction of Masabi, ensuring that Masabi's interest in the Validation Hardware is noted on the insurance policy. Where a claim is made under the Customer's insurance policy in respect of the Validation Hardware, the Customer shall hold the proceeds of such insurance on trust for Masabi and shall not mix them with any other money, nor pay the proceeds into an overdrawn bank account. For the avoidance of doubt, it is Masabi's responsibility to insure the Validation Hardware up to the point of delivery.

- 7.23 The Customer's right to possession of the Validation Hardware before ownership has passed to it shall terminate immediately if any Insolvency Event arises, or if the Customer encumbers or in any way places a charge (regardless of how that encumbrance or charge is described) over the Validation Hardware.
- 7.24 Until title and ownership of the Validation Hardware passes to the Customer in accordance with clause 7.21, the Customer grants to Masabi, its agents and employees an irrevocable license to enter, on reasonable prior notice, any vehicle or premises where the Validation Hardware is or may be installed or stored in order to inspect the Validation Hardware, or where the Customer's right to possession has terminated, to recover possession of it. All reasonable costs incurred by Masabi in recovering possession of the Validation Hardware shall be borne by the Customer.

Validation Hardware Disposal and Resale

- 7.25 The Customer shall comply with its obligations in relation to disposal of the Validation Hardware set out in the Validation Hardware PCI Compliance Plan. The Customer must not resell or lease the Validation Hardware to any third party without the prior written consent of Masabi.
- 7.26 EXCEPT FOR THE WARRANTIES SET OUT IN THIS AGREEMENT, ALL SERVICES, MATERIALS AND RIGHTS ARE PROVIDED "AS IS" AND MASABI HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE. WITHOUT LIMITING THE FOREGOING, MASABI SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES IN RESPECT OF INFRINGEMENT OF ANY INTELLECTUAL PROPERTY RIGHTS AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE OR TRADE PRACTICE. FURTHER, MASABI MAKES NO WARRANTY OF ANY KIND THAT THE SERVICES OR MATERIALS PROVIDED BY MASABI, OR ANY PRODUCTS OR THE RESULTS OF ANY USE THEREOF, WILL MEET THE CUSTOMER'S OR ANY OTHER PERSON'S REQUIREMENTS, WILL OPERATE WITHOUT INTERRUPTION, WILL ACHIEVE ANY INTENDED RESULT, WILL BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM OR OTHER SERVICES, OR WILL BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE OR ERROR FREE. ALL THIRD-PARTY MATERIALS ARE PROVIDED BY MASABI "AS IS" AND ANY REPRESENTATION OR WARRANTY OF OR CONCERNING ANY THIRD-PARTY MATERIALS IS STRICTLY BETWEEN CUSTOMER AND THE THIRD-PARTY OWNER OR DISTRIBUTOR OF THE THIRD-PARTY MATERIALS AND MASABI SHALL HAVE NO RESPONSIBILITY OR LIABILITY IN RESPECT OF SUCH REPRESENTATION OR WARRANTY.

Chargebacks

- 7.27 Masabi shall promptly present Chargebacks to the Customer for review. Chargebacks shall be processed as follows:
- (a) Any credit card Chargebacks initiated by an End User for any reason with respect to fare product shall be charged back to the Customer unless any such Chargebacks is attributable to any act, error or omission of Masabi;
 - (b) A challenge disputing a Chargeback may be initiated by Masabi directly or by the Customer;
 - (c) Masabi shall promptly present Chargebacks (and no later than every seven (7) calendar days) to the Customer for review ("**Masabi's Chargeback Notification**"). Should the Customer wish to challenge a Chargeback, the Customer shall provide Masabi with the relevant details and information (including but not limited to, if a refund has already been issued to the End User) to support the challenge to the credit or debit card processing company within seven (7) calendar days) of Masabi's Chargeback Notification. **PROVIDED THAT** Masabi receives the supporting information from the Customer, Masabi will then promptly submit the challenge to the credit or debit card processing company on the Customer's behalf. The Customer acknowledges that there can be no guarantee the claim will be successful; and

- (d) On receipt from the acquiring bank, successful challenges will be credited on the subsequent remittance to the Customer, less any fees as charged (i.e., on a pass-thru basis without mark-up) by the credit or debit card processing company. Masabi shall provide a monthly report detailing all Chargebacks and rebated fees (if any).

8 CUSTOMER'S ADDITIONAL OBLIGATIONS

8.1 The Customer shall promptly provide Masabi with:

- (a) all necessary co-operation in relation to this Agreement; and
- (b) all necessary access to such information as may be required by Masabi

in order to enable Masabi to provide the Services, including but not limited to, Customer Data, security access information and configuration services.

8.2 The Customer shall:

- (a) ensure that its Authorized Users access and use the Services in accordance with the terms and conditions of this Agreement and shall be responsible for any Authorized User's act, omission or default in relation to this Agreement as if it was the Customer's own act, omission or default;
- (b) use all reasonable commercial endeavors (including those specified in clause 5.4) to procure that its End Users use the Services in accordance with the in-App End User Terms;
- (c) comply with all Applicable Laws with respect to its activities under this Agreement;
- (d) carry out all other Customer obligations set out in this Agreement in a timely and efficient manner. In the event of any delays in the Customer's provision of such assistance as agreed by the Parties, Masabi may adjust any agreed timetable or delivery schedule as reasonably necessary and may charge the Customer for any reasonable additional cost incurred as a result of the delay or adjustment;
- (e) cooperate with Masabi and use best endeavors to assist Masabi in enforcing any applicable terms against the Customer's End Users;
- (f) obtain and shall maintain all necessary permits, licenses, consents, and permissions necessary for it to perform its obligations under this Agreement and have the benefit of this Agreement;
- (g) ensure that its network and systems that interface with the Justride™ Platform and Validation Hardware comply with the relevant specifications provided by Masabi from time to time; and
- (h) be solely responsible for:
 - (i) procuring and maintaining its network connections and telecommunications links from its systems and installed Validation Hardware to Masabi's systems and data centres
 - (ii) rectification of all problems, conditions, delays, delivery failures; and
 - (iii) all other loss or damage arising from or relating to the Customer's network connections, or any telecommunications links or the internet;

- (i) comply with its obligations in the in-App End User Terms in respect of all Tickets when they are accessed or used by End Users and shall provide the End Users with the services described in the Tickets in accordance with those terms (the “**Transport Services**”). The Customer shall indemnify Masabi against all liabilities, losses, demands, claims, damages, settlements, fines, costs and expenses (including all legal and other professional fees and expenses) arising out of or in connection with the provision, failure to provide or defective provision of such Transport Services;
- (j) validate the validity of each Ticket sold when it is presented, by means of either visual validation or scanning. The Customer agrees that Masabi's obligations in relation to the Tickets are limited to the sale of Tickets to End Users via the App and the validation of Tickets via the Justride™ Inspect Software, and that the Customer shall remain responsible and liable for the provision of the underlying Transport Services to which the Tickets relate; and
- (k) provide training to its present and future operations staff in relation to the Tickets as specified in writing by Masabi from time to time. The Customer shall also provide first line support to End Users in respect of the Tickets and the App. The Customer shall provide this support with reasonable care and skill.

9 CHARGES AND PAYMENT

- 9.1 In return for the provision of the Services by Masabi, the Customer shall pay Masabi the Fixed Fees (as defined in Schedule 2 (Charges and Payment)) annually in advance and the Masabi's Revenue Share (as defined in clause 9.2) on a monthly basis. All Masabi invoices shall be paid by the Customer within thirty (30) days of the date of Masabi's invoice.
- 9.2 As Merchant of Record (or MoR) for the resale of the Customer's Tickets, Masabi shall be responsible for collecting End User payments for all fares, charges, fees, and other revenues collected or received by Masabi (or its subcontractors) paid by credit or debit card, or other electronic transfer for the Tickets sold using the Justride™ Platform (“**Gross Ticket Revenue**”) and for the remittance of such funds to the Customer after deducting all relevant deductions, which include:
- (a) Masabi's Revenue Share - being the transaction percentage revenue share of the Gross Ticket Revenue (before any deductions in (b) and (c) below) owed to Masabi as set out in Schedule 2 (Charges and Payment) (“**Masabi's Revenue Share**”);
 - (b) deductions for refunds, Chargebacks, and Payment Processing Fees (the “**Permitted Deductions**”); and
 - (c) all monthly recurring fees as set out in this Agreement (the “**Net Revenue**”).
- 9.3 Masabi shall remit the Net Revenue to the Customer monthly via Electronic Funds Transfer into the Customer's designated bank account, no later than five (5) Business Days after the end of each calendar month to which it relates. Where the Net Revenue is less than Masabi's Revenue Share monthly minimum amount of [xxxx] (as set out in Schedule 2 (Charges and Payment)) and any monthly recurring fees, Masabi shall not remit any revenue to the Customer and shall (i) retain the Net Revenue; (ii) issue an invoice to the Customer for an amount of the shortfall between the Net Revenue and the monthly minimum amount of [xxxx]; and (iii) issue an invoice to the Customer for remainder of the monthly recurring fees.
- 9.4 Masabi shall maintain verification procedures which will reflect that the Customer's accounts have been credited each month with the proper amounts of Net Revenue, less any transactions that have not yet cleared, which will be paid in the following monthly remittance to the Customer.

9.5 As Merchant of Record, Masabi:

- (a) is the entity that is authorized by the Customer to process an End User's credit and/or debit card transactions when purchasing a Ticket. Masabi shall process all payments made by End Users for Tickets. If such payment is made by credit card or a debit card, Masabi LLC's name will appear on the End User's account statement as the Merchant of Record for the sale; and
- (b) shall handle all payments related to each Ticket sale transaction. This includes collecting sales tax, ensuring payment card industry (PCI) compliance, and honouring refunds and Chargebacks.

9.6 In relation to Ticket sales processed by Masabi via the Justride™ Platform, Masabi is responsible for handling refunds for Tickets and for Ticket sales disputes in accordance with the terms of these SaaS Terms and in combination with the Customer's published refunds policy.

9.7 Unless otherwise specified in Schedule 2 and in addition to the Charges, Masabi shall be entitled to charge the Customer for:

- (a) additional charges, calculated in accordance with clause 9.10;
- (b) any Additional Services calculated in accordance with the Rates; and
- (c) any reasonable and proper travel and subsistence expenses incurred by Masabi in the performance of the Services as agreed between the Parties in writing (both acting reasonably) in advance of such reasonable and proper expenses being incurred,

and shall be entitled to invoice for such amounts at any time after the end of the month in which the relevant Additional Services were performed or expenses were incurred (as the case may be). Those invoices shall be payable within 30 days from the date of the invoice being issued by Masabi.

9.8 In circumstances where Masabi has not received payment within 60 days after the due date for payment as set out in its invoice, and without prejudice to any other of its rights and remedies, Masabi may:

- (a) without liability to the Customer, suspend provision of the Justride™ Platform and/or the Services until payment of the relevant invoice(s) and interest under clause 9.8(b) are made to Masabi in full and cleared funds. Any reasonable costs incurred by Masabi as a result of such non-payment and suspension shall be borne by the Customer; and
- (b) charge interest from the date due for payment to the actual date of payment (whether before or after judgment) at the rate of 4% per annum above the [insert agreed central bank e.g. US Federal Reserve] base rate from time to time in force calculated daily and compounded quarterly.

9.9 All amounts and fees stated or referred to in this Agreement:

- (a) shall be payable in [insert relevant currency e.g. USD, CAD etc];
- (b) are, non-cancellable and non-refundable and the Customer shall pay them in full without any set-off or counterclaim (other than any set-off that cannot be lawfully excluded); and
- (c) are exclusive of the applicable sales, consumption, use or value added taxes (regardless of how the taxes are described), which shall be added to Masabi's invoice(s) at the prevailing rate.

9.10 The Customer acknowledges and agrees that in any of the following circumstances Masabi has the right to vary the Charges and/or to charge additional fees:

- (a) for material changes of scope (including reductions in number of Validation Hardware units) or additional options executed;

- (b) for project delays outside of Masabi's reasonable control, including project delays caused by the Customer or by a third party engaged by the Customer, and which will include (where applicable) Masabi's projected lost revenue for each day the service is delayed;
 - (c) for items priced as an option in Schedule 2 (Charges and Payments), including but not limited to smart cards, Secure Access Modules (SAMs) and additional Validation Hardware, which may be subject to market condition pricing fluctuations when exercised. Masabi therefore reserves the right to amend the pricing of optional elements at the time the Customer wishes to exercise the option to purchase the optional elements; and
 - (d) for any material increase in the costs of providing the Services as a result of any change or increase in costs passed on by third party suppliers, costs of labour, insurance or other variable costs to Masabi.
- 9.11 All amended Charges and/or additional fees in clause 9.10 above shall be notified by Masabi to Customer in writing in advance and agreed between the Parties in writing. However, if the Customer does not agree the amended Charges and/or additional fees Masabi (i) shall be under no obligation to continue to provide the goods or services in question; (ii) shall have no liability to the Customer for failing to provide the goods or services in question; and (iii) has the right to terminate the Agreement (without liability to Customer) on thirty (30) days' written notice.

9.12 **Annual Increase to Charges**

Masabi reserves the right to increase all fixed fees and platform fees priced in currency amounts (including gateway and acquiring authorization fees) at the beginning of each calendar year (January 1st). The annual increase will be the greater of: (i) five percent (5%); or (ii) the rate of the then-current Consumer Price Index (CPI) applicable in the Customer's jurisdiction. Masabi may apply this increase at any time within a twelve (12) month period following the start of the calendar year; any increase will be backdated to be effective as of January 1st of that year.

10 **INTELLECTUAL PROPERTY RIGHTS**

- 10.1 Each Party retains title and ownership of its Pre-Existing IP.
- 10.2 The Customer acknowledges and agrees that Masabi and/or its licensors retain title and ownership of all Intellectual Property Rights in the Services and Licensed Accessible Products. Masabi grants the Customer a license to use the Licensed Accessible Products (and all Intellectual Property Rights contained therein) on the license terms set out in clause 6.1 and clause 6.2 during the Term.
- 10.3 Except as expressly stated herein, this Agreement does not grant the Customer any rights to, under or in, any Intellectual Property Rights in the Justride™ Platform, the Platform Services or the outcomes of any Additional Services.
- 10.4 With the exception of any rights in the Customer Data (which shall belong to the Customer on their creation), all Intellectual Property Rights created by Masabi in the course of the performance of the Services or any other of Masabi's obligations under this Agreement shall immediately vest in Masabi on their creation.
- 10.5 All Intellectual Property Rights created by Masabi in the course of performing its obligations or exercising its rights under this Agreement shall belong to (and vest in) Masabi.
- 10.6 The Customer grants to Masabi a non-exclusive, royalty-free, transferable license:
- (a) to all Intellectual Property Rights created by the Customer in the course performing its obligations or exercising its rights under this Agreement for the purpose of providing the Services; and

- (b) to the use of its name and any logos registered or used by the Customer (or the Customer's affiliates) for the purposes of Masabi's sales and marketing throughout the Term.

11 CONFIDENTIALITY

- 11.1 Each Party shall ensure, in respect of all Confidential Information obtained by or on behalf of it from or relating to the disclosing Party, any affiliate of the disclosing Party, or the disclosing Party's employees or agents in connection with this Agreement or its performance, that it:
 - (a) does not disclose it to any person except where and to the extent expressly permitted under clause 11.2;
 - (b) maintains it in confidence and takes all reasonable precautions to prevent any unauthorized disclosure or use of it including taking at least the same steps to protect it as it does with its own confidential information; and
 - (c) uses it only to perform its obligations or exercise or evaluate its rights under this Agreement.
- 11.2 Each Party may disclose such Confidential Information only to those of its officers, employees, agents, sub-contractors and professional advisors who both:
 - (a) need to know it to enable this Agreement to be performed or to enable that Party to evaluate or enforce its rights or obligations under this Agreement; and
 - (b) are informed of the non-disclosure obligations imposed by this clause 11 and upon whom similar obligations of confidentiality are placed and enforced by that Party.
- 11.3 Each Party shall be liable for the acts and omissions of the persons to whom it discloses Confidential Information as if they were that Party's own acts and omissions.
- 11.4 If either Party becomes aware of any unauthorized disclosure of the other's Confidential Information, it shall notify the other Party and promptly take any steps reasonably necessary or reasonably required by the other Party to prevent further disclosure.
- 11.5 Regardless of anything to the contrary in this clause 11, each Party shall be entitled to disclose Confidential Information to the extent that it is obliged to disclose it by law, or by a court, tribunal or competent regulatory body, or recognised stock exchange (in which case the receiving Party shall, to the extent that it is legally permitted to do so, give the other Party prompt notice of the relevant law or order).
- 11.6 This clause shall survive the termination or expiration of this Agreement.

12 INDEMNITY

- 12.1 Subject to clause 12.3, Masabi shall defend the Customer, against any Claim that the Licensed Accessible Products infringe any third-party Intellectual Property Rights, and shall indemnify the Customer for any amount awarded against the Customer in judgment or settlement of any such Claim. This indemnity is conditional on:
 - (a) the Customer giving Masabi prompt notice of any such Claim as well as reasonable details;
 - (b) the Customer not making any admissions in relation to the Claim;
 - (c) the Customer giving Masabi the sole authority to defend or settle such Claim; and
 - (d) the Customer providing reasonable cooperation to Masabi in the defence and settlement of such Claim at Masabi's expense.

- 12.2 In the defence or settlement of any Claim under clause 12.1, Masabi may either (i) procure the right for the Customer to continue using the Licensed Accessible Products or procure the right for Masabi to replace or modify the Licensed Accessible Products so that they become non-infringing or, (ii) if such remedies are not reasonably available, terminate this Agreement on ten (10) Business Days' written notice to the Customer without any additional liability or obligation to pay liquidated damages or other additional costs to the Customer.
- 12.3 In no circumstances shall Masabi, its officers, directors, employees, agents or sub-contractors be liable to the Customer to the extent that any Claim that the Licensed Accessible Products infringe any third party Intellectual Property Rights has been caused or contributed to by:
- (a) an act or omission of the Customer or its personnel;
 - (b) a modification of the Licensed Accessible Products by anyone other than Masabi or combination of the Licensed Accessible Products with any other third-party services, systems or items;
 - (c) the Customer's use of the Licensed Accessible Products in a manner contrary to the instructions given to the Customer by Masabi; or
 - (d) the Customer's continued use of the Licensed Accessible Products after receipt of a notice of the alleged or actual infringement from Masabi or any appropriate authority.
- 12.4 Notwithstanding clause 12.1 and to the extent permitted by law, the Customer shall defend, indemnify and hold harmless Masabi against any Claim or losses, damages, expenses or costs (including without limitation court costs and reasonable legal fees) to the extent arising out of or in connection with:
- (a) the Customer's use of the Services or Licensed Accessible Products in breach of this Agreement or the Customer's failure to comply with any obligation under this Agreement;
 - (b) the Customer's breach of any third party right, including without limitation any Intellectual Property Right or privacy rights of a third party; or
 - (c) the Customer Data used in connection with the Services and Licensed Accessible Products.

13 LIMITATION OF LIABILITY

13.1 NOTHING IN THIS AGREEMENT:

- (a) **SHALL LIMIT OR EXCLUDE EITHER PARTY'S LIABILITY FOR:**
 - (i) **DEATH OR PERSONAL INJURY CAUSED BY ITS GROSS NEGLIGENCE OR WILFUL MISCONDUCT, OR THE GROSS NEGLIGENCE OR WILFUL MISCONDUCT OF ITS PERSONNEL, AGENTS OR SUBCONTRACTORS;**
 - (ii) **FRAUD OR FRAUDULENT MISREPRESENTATION;**
 - (iii) **ANY OTHER LIABILITY WHICH CANNOT BE LIMITED OR EXCLUDED BY APPLICABLE LAW;**
- (b) **SHALL LIMIT OR EXCLUDE MASABI'S LIABILITY UNDER THE IPR INDEMNITY AT CLAUSE 12.1 AND THE CUSTOMER'S LIABILITY UNDER CLAUSE 12.4 (INDEMNITY) AND CLAUSE 7.20 (PCI COMPLIANCE BREACH LIABILITY).**

- 13.2 **SUBJECT TO CLAUSE 13.1, NEITHER PARTY SHALL BE LIABLE, IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR FOR BREACH OF STATUTORY DUTY OR IN ANY OTHER WAY FOR:**

- (a) ANY LOSS ARISING FROM OR IN CONNECTION WITH LOSS OF REVENUES, PROFITS, CONTRACTS OR BUSINESS OR FAILURE TO REALISE ANTICIPATED SAVINGS (WHETHER SUCH LOSS IS DIRECT OR INDIRECT);
- (b) ANY LOSS OF GOODWILL OR REPUTATION (WHETHER SUCH LOSS IS DIRECT OR INDIRECT); OR
- (c) ANY **SPECIAL, EXEMPLARY, PUNITIVE**, INDIRECT OR CONSEQUENTIAL LOSSES; OR
- (d) **ANY LOSS OF PRODUCTION, USE, BUSINESS, REVENUE OR PROFIT OR DIMINUTION IN VALUE OR IMPAIRMENT, INABILITY TO USE OR LOSS, INTERRUPTION OR DELAY OF THE SERVICES OR LOSS, DAMAGE, CORRUPTION OR RECOVERY OF DATA, OR BREACH OF DATA OR SYSTEM SECURITY**

SUFFERED OR INCURRED BY THE OTHER PARTY, OR ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, EVEN IF THE OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, **REGARDLESS OF WHETHER THE CUSTOMER WAS ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.**

- 13.3 SUBJECT TO CLAUSES 13.1 and 13.2, AND EXCEPT FOR ANY OBLIGATION OF MASABI TO REMIT THE NET TICKET REVENUE PURSUANT TO CLAUSE 9.2 AND THE CUSTOMER'S PAYMENT OBLIGATIONS UNDER CLAUSE 9, EACH PARTY'S AGGREGATE LIABILITY, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), BREACH OF STATUTORY DUTY, OR OTHERWISE, ARISING UNDER OR IN CONNECTION WITH THIS AGREEMENT SHALL BE LIMITED TO THE TOTAL VALUE PAID OR PAYABLE BY THE CUSTOMER DURING THE TWELVE MONTH PERIOD PRIOR TO DATE OF THE EVENTS LEADING UP TO THE CLAIM.
- 13.4 The rights of either Party under this Agreement are in addition to, and not exclusive of, any rights or remedies provided by the common law.
- 13.5 A Party's liability under this Agreement will be reduced to the extent that the wrongful, unlawful or negligent act or omission of the other Party caused or contributed to the relevant liability or to the act or circumstance giving rise to the liability.
- 13.6 A Party which incurs a loss under an Agreement must take reasonable steps to avoid or minimise the loss.

14 TERMINATION AND POST TERMINATION ARRANGEMENTS

- 14.1 **Termination for Cause.** If one Party defaults in the performance of any material provision of this Agreement (including without limitation the Customer's compliance with the 'handling of Validation Hardware' requirements pursuant to §3.5 Decommissioning & Disposal of the Validation Hardware PCI Compliance Plan), then without affecting any other right or remedy available to it, the non-defaulting Party may give written notice to the defaulting Party that this Agreement shall be immediately terminated unless the default is remedied within thirty (30) days of such written notice.
- 14.2 **Termination for Excessive Chargebacks:** Masabi may suspend the Services or terminate this Agreement on immediate written notice where, after reasonable efforts have been made with the Customer to reduce the incidence of Chargebacks, Excessive Chargebacks are still occurring. The term "**Excessive Chargebacks**" means where there are more than 100 Chargebacks in a month and where the total value of Chargebacks in the month is at least 1.5% of sales recorded by Masabi for the Customer in that month. Masabi reserves the right to withhold funds at any time as necessary for the settlement of any disputed charges, End User complaints, allegations of fraud, Chargebacks, expected Chargebacks and/or other discrepancies.

- 14.3 Termination for Customer Fare Structure Changes. If Customer changes its ticket fare structure in such a way so as to, based on the Customer's amended type and/or level of ticket fare pricing, materially impact the level of Masabi's Revenue Share (as specified in Schedule 2 – Charges and Payment) then Masabi may terminate this Agreement on written notice to Customer, with termination being effective on the earlier of:
- (a) thirty (30) days' after Masabi issues a written termination notice to Customer; or
 - (b) the date that the amended ticket fare structure becomes effective,
- (the "**Effective Date of Termination**"). Non-exhaustive examples of a Customer changing its ticket fare structure in such a way so as to materially impact the level of Masabi's Revenue Share include where a Customer (i) goes fare free; or (ii) substantially changes the fare structure in such a way (for example a change in the fare structure to a pure distance-based tariff) so as to exceed Masabi's Justride Platform's capabilities, requiring additional development by Masabi to support the amended fare structure.
- 14.4 In the event Masabi terminates this Agreement in accordance with clause 14.3, the Customer shall pay the Early Termination Charges to Masabi no later than 30 days after the Effective Date of Termination.
- 14.5 Termination for Insolvency. Without affecting any other right or remedy available to it, Masabi may terminate this Agreement with immediate effect by giving written notice to the Customer if the Customer suffers or is at risk of suffering an Insolvency Event.
- 14.6 Without prejudice to any other rights or remedies to which Masabi may be entitled, Masabi may terminate this Agreement without liability in any circumstances to the Customer if:
- (a) the Customer commits a breach of its obligations in clauses 6 or 7.11 to 7.19 (inclusive) or 7.25;
 - (b) there is a change of control of the Customer within the meaning of section 1124 of the UK Corporation Tax Act 2010 or the applicable corporation legislation in the jurisdiction in which the Customer is incorporated, without the prior written consent of Masabi; or
 - (c) the Customer purports to assign any of its rights or obligations under this Agreement without the prior written consent of Masabi.
- 14.7 On termination or expiry of this Agreement for any reason:
- (a) all rights granted to the Customer under clause 6 (Access License) shall immediately cease and the Customer shall immediately cease all use of the Services and shall cease all activities authorized by clause 6 (Access License);
 - (b) the Customer shall immediately pay any outstanding invoices due to Masabi under this Agreement;
 - (c) each Party shall return and make no further use of any equipment, property and other items (and all copies of them) belonging to the other Party;
 - (d) Masabi may destroy or otherwise dispose of any of the Customer Data in its possession unless Masabi receives, no later than ten (10) days after the termination of this Agreement, a written request for the delivery to the Customer of the then most recent back-up of the Customer Data. Masabi shall use reasonable commercial endeavors to deliver the back-up to the Customer within thirty (30) days of its receipt of such a written request, provided that the Customer has, at that time, paid all outstanding invoices at and resulting from termination (whether or not due at the date of termination). The Customer shall pay all reasonable expenses incurred by Masabi in returning or disposing of Customer Data;

- (e) the Customer shall immediately destroy or return to Masabi (at Masabi's option) all of Masabi's Confidential Information then in its possession, custody or control and, in the case of destruction, certify in writing to Masabi that it has done so; and
- (f) 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 this Agreement which existed at or before the date of termination shall not be affected or prejudiced.

15 FORCE MAJEURE

- 15.1 Neither Party shall have any liability to the other Party under this Agreement if it 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 Masabi or of its supply chain or of any other party), failure of a utility service or transport or telecommunications network, act of God, war, riot, civil commotion, malicious damage, Viruses, a declared epidemic or pandemic, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or sub-contractors (collectively, "**Force Majeure Event**").
- 15.2 Any delay in delivery of the Services caused by a Force Majeure Event, shall not cause Masabi to be in breach of its performance obligations under this Agreement.
- 15.3 If any such Force Majeure Event occurs, the affected Party shall provide written notice to the other Party within three (3) Business Days and the time for performance (and any milestone dates) for the affected Party will be extended for a period of time equal to the duration of the delay caused by the Force Majeure Event. The existence of a Force Majeure Event will not extend the Term.

16 VARIATION

- 16.1 No variation of this Agreement shall be effective unless it is in writing and signed by an authorized representative of each Party. For operational and other reasons, Masabi may at any time vary the technical specification and form of the Services without seeking the consent of the Customer PROVIDED THAT such variation does not detract from or impair to a material degree the overall operation or performance of Services or will or may result in the Customer incurring additional costs or expenses. Masabi shall give notice to the Customer of any such variation as soon as practicable. The expense of any such variation shall be borne by Masabi.

17 CHANGE CONTROL

- 17.1 The Customer may, by giving written notice to Masabi at any time during the Term, request a change to the Justride™ Platform.
- 17.2 Within seven (7) Business Days of receipt of such notice, Masabi shall, at its professional services Rates set out in Schedule 2 (Charges and Payment), prepare for the Customer a written quote for the requested change.
- 17.3 Within fourteen (14) Business Days of receipt of the written quote referred to in clause 17.2, the Customer shall inform Masabi in writing of whether or not the Customer wishes the requested change to be made. If the change is required, Masabi shall not make the requested change until the Parties have agreed and signed a written agreement specifying these changes and setting out the charges for the requested change, and any other relevant matters.

18 GENERAL

18.1 **Assignment and other dealings.** Except as expressly otherwise provided in this clause 18.1, neither Party may assign, hold on trust or otherwise transfer, part with or share any of its respective rights or obligations under this Agreement (or purport to do so) without the prior written consent of the other (which consent shall not be unreasonably withheld or delayed). However, without consent, Masabi shall be entitled to assign this Agreement and its rights and obligations to an affiliate or in connection with a sale of Masabi or in connection with a sale of all or substantially all the assets of Masabi related to the Services and to the rights provided by Masabi hereunder. Masabi shall not be permitted to sub-contract its obligations under this Agreement without the prior written consent of Customer (which consent shall not be unreasonably withheld or delayed), provided always that Masabi shall remain primarily liable to the Customer for the performance of those obligations. The use by Masabi of cloud hosting services to support the operation of the JustRide™ Platform and of third party software developers does not require the consent of the Customer.

18.2 **Notices**

- (a) Any notice or other communication given to a Party under or in connection with this Agreement shall be in writing, addressed to that Party at its registered office (if it is a company) or its principal place of business (in any other case) or such other address (which may include an email address) as that Party may have specified to the other Party in writing in accordance with this clause, and shall be delivered personally, or sent by pre-paid first class post or other next working day delivery service, commercial courier or e-mail.
- (b) A notice or other communication shall be deemed to have been received: if delivered personally, when left at the address referred to in clause 18.2(a); if sent by pre-paid first class post or other next working day delivery service, at 9.00 am on the fifth (5th) Business Day after posting; if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed; or, if sent by e-mail, one (1) Business Day after transmission.
- (c) The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action. Service of any proceedings or other documents in any legal action shall be affected by serving the papers on the affected Party at its registered office with a copy being emailed to legal@masabi.com when Masabi is the party being served.

18.3 **Severance.** If any provision or part-provision of this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this Agreement.

18.4 **Waiver.** A waiver of any right or remedy under this Agreement or law is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. 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.

18.5 **Entire agreement.**

- (a) This Agreement constitutes the entire agreement between the Parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
- (b) Each Party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Agreement. Each Party agrees that it shall have no claim for innocent or negligent misrepresentation based on any statement in this Agreement.

- 18.6 **No partnership or agency.** Nothing in this Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between the Parties, nor constitute either Party the agent of the other for any purpose. Neither Party shall have authority to act as agent for, or to bind, the other Party in any way.
- 18.7 **Third party rights.** Except as expressly set forth herein, 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) pursuant to local law.
- 18.8 **Dispute resolution procedure.**
 - (a) Either Party may call a meeting of the Parties by service of not less than five (5) Business Days' written notice and each Party agrees to procure that its' authorized representative shall attend all meetings called in accordance with this clause.
 - (b) The members of the relevant meeting shall use all reasonable endeavors to resolve disputes arising out of this Agreement. If any dispute referred to a meeting is not resolved at that meeting then either Party, by notice in writing to the other, may refer the dispute to senior officers of the two Parties who shall co-operate in good faith to resolve the dispute as amicably as possible within 14 days of service of such notice. If the senior officers fail to resolve the dispute in the allotted time, then the dispute resolution procedure shall be deemed exhausted and the Parties shall be entitled to bring legal proceedings.
- 18.9 **Change in Applicable Law:** Where there is a change in law that cannot reasonably be mitigated by Masabi and that impacts provision of the Services (including the cost of providing the Services), Masabi shall notify the Customer and shall (i) be relieved of its obligations to supply the Services in accordance with the terms of this Agreement until the impact of the change in law on the Services has been assessed and agreed; and (ii) be entitled to an increase in the Charges (to be agreed between the Parties via a written change order) as the result of the change in Applicable Law.
- 18.10 **Governing law.** This Agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the laws of [insert as agreed with Customer].
- 18.11 **Jurisdiction.** Each Party irrevocably agrees that the courts of [insert as agreed with Customer] shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims).

THIS AGREEMENT has been entered into on the date stated at the beginning of it.

| | | |
|--|---------------------|--|
| SIGNED by its authorized representative for and on behalf of MASABI LLC |))) | Name:..... Title:..... Date:..... |
|--|---------------------|--|

| | | |
|---|-------------|---|
| <p>SIGNED by its authorized representative for and on behalf of [insert Agency Customer name].</p> |))) | <p>.....</p> <p>Name:.....</p> <p>Title:.....</p> <p>Date:.....</p> |
|---|-------------|---|

SCHEDULE 1

Justride Platform, Validation Hardware and Services

1 MASABI SERVICES

1.1 [insert]

2 INITIAL PERIOD

2.1 The Initial Period shall be [insert] years.

SCHEDULE 2**Charges and Payment**

[insert from Masabi's Proposal]

Note to the Agency – Masabi's pricing in the Proposal sets out Masabi's charges for:

1. Validation Hardware – Charges to be paid in full within thirty (30) days of the Validation Hardware order being placed.
2. Pre-Go-Live Non-Recurring Fees – being Implementation Fees – i) thirty percent (30%) to be paid within thirty (30) days of Project Kick-Off (this Charge being non- refundable); and ii) remaining seventy percent (70%) to be paid in accordance with project milestones agreed between the Parties.
3. Post Go-Live Recurring Fees, consisting of the following:
 - a. Fixed (ie non-variable) fees for (i) Justride Platform access fees; (ii) (where applicable) Justride Inspect (Embedded and/or Retail) license fees; and (iii) other monthly fixed fees (collectively the “**Fixed Fees**”). The Fixed Fees are payable for each year (commencing on 'go-live' of the service to the Customer) **annually in advance** within 30 days from the date of 'go-live' and each anniversary thereof; and
 - b. Variable fees, being the Masabi Transaction Revenue Share– being an agreed percentage of all gross Ticket revenue payable to Masabi on a monthly basis.



SCHEDULE 3

Masabi SLA and Support Services

Masabi Support, SLAs, & Incident Management

version 4.5

January 09, 2026



Version History

| Author | Version | Date | Details of Change |
|----------------|---------|------------|---|
| Lewis Theobald | 4.5 | 2026-01-09 | Inclusion of KPI methodology and Justride platform SLA definitions aligned to Tier 1 and Tier 2 use cases |
| Lewis Theobald | 4.4 | 2025-12-09 | Mapped all tiered incident categories to their underlying Justride service deployables |
| Joe Eldridge | 4.3 | 2025-11-06 | Corrected the service tier for “Ticket Purchase with Saved Cards” from Tier 2 Services to Tier 1 Services |
| Joe Eldridge | 4.2 | 2025-09-15 | Addition of Problem Management section to align with related customer methodologies |
| Joe Eldridge | 4.1 | 2025-07-15 | Updated to Include Tiered Services with wider Use Cases for ABT and EMV |
| V Simon | 4.01 | 2024-11-26 | Switch to US English and Updated Formatting |
| Karen Vaughan | 4.0 | 2022-04-01 | Original |

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1. Document Purpose

This document describes the service level guidelines for agencies for the overall monitoring, incident response, and escalation protocols employed by Masabi to monitor an Agency's Justride Mobile Ticketing platform.

This document outlines the performance measurements for the entire Justride platform, its SDK, and critical path third-party providers. It will describe the definitions and terms used to monitor and respond to any performance-related issue and escalation protocols should any incident impact the normal operations of the Justride platform.

These guidelines apply solely to an Agency's live production environment and do not cover other applications or environments, which, from time to time, may be made available to the Agency to review or test new features and functionality or which may be used to demonstrate features during a contracting process.

2. Introduction

Masabi provides a scalable, robust, responsive Incident Management process to administer an effective, highly redundant ticketing platform for large metropolitan agencies. It uses a combination of best-in-breed cloud hosting through Amazon Web Services (AWS) with multi-layered load balancing, immediate scalability, and high-level incidence response. As an additional measure, Masabi applies independent monitoring services to the components of the overall Agency mobile ticketing platform.

3. Definitions

As used in this incident guidelines, the following capitalized terms will have the meanings defined here. In the event of any conflict between the definitions provided in this Incident Management Guide and those provided elsewhere, the definitions in this guide will control for purposes of this Incident Management Guide.

- **Dedicated Support & Service**—Masabi has dedicated services and support personnel who are trained in Incident Response Management and who understand the protocols for triage, first response acknowledgment, troubleshooting, and problem resolution. Due to the criticality of servicing a solution with high-touch customer satisfaction and experience, this team is available 365 days a year, 24 hours a day.
- **Emergency Maintenance** – Refers to urgent, unscheduled maintenance required to resolve a critical issue or prevent imminent system failure or data loss. Emergency Maintenance may be initiated with limited or no advance notice and may fall outside normal maintenance windows. Agencies will be notified as soon as reasonably possible, and a post-event report will be provided if service is impacted.
- **Escalation**—In addition, Masabi provides escalation and account management processes through a documented prioritisation, categorization, and resolution program. This program is focused on account management and communication and handling technical resolution, allowing for internal agency communication and understanding.
- **External Service** – Refers to any system, provider, platform, or technology component that is integrated into the Justride platform but is operated, maintained, or controlled by a third party external to Masabi. This includes payment processing platforms, tokenisation services, data analytics tools, and monitoring infrastructure, among others.
- **Formal Review and Reporting**— Formalised Incident Reports are generated for any Incident that affects the level of service as agreed upon between Masabi and the Customer. An Incident Report involves teams across Masabi, including IT Operations, Support, Account Management, Engineering, Product Management, Engineering, and Quality Assurance.
- **Incident** – An Incident is an unplanned interruption to the Justride service or reduction in the quality of the service, affecting the Agency or its end-user experience. Failure of any item, software, or hardware used to support a system is also an Incident, even if the failure has not yet affected or impacted service. For example, the failure of one component of a redundant, high-availability configuration is categorized as an Incident even though it does not interrupt service.
- **Live Status Notifications**— Masabi will notify agencies through the live status page and will display a status per component as well as top-level status calculated based on all affected components: I1 'Major Outage'; I2 'Partial Outage'; I3 = 'Service Degradation'; and I4 = 'Degraded Performance'
- **Logging an Incident**— If an incident should occur, an authorized Agency contact, using an Agency email account, will submit a support request using any of the methods as listed in the [Support Guidelines](#) documentation. If an acknowledgement is not received within fifteen minutes, the Agency has a secondary means of escalation through the Support IVR
- **Performance Uptime** – In general, excluding Scheduled and Emergency Maintenance events, the Agency ticketing platform operates on a 99.95% uptime performance for Tier 1 Services and a 99.9% uptime performance for Tier 2 Services. It was designed to be highly redundant, integrated

with elastic load balancing, which can direct traffic to redundant servers in case of a failure or increase capacity during high volume processing times. Additionally, it is PCI compliant, and adheres to all agreed-upon standards for financial transaction processing.

- **Planned Maintenance** – Refers to all maintenance activities that are identified and approved in advance to maintain, improve, or upgrade Masabi systems. This includes infrastructure upgrades, bug fixes, version rollouts, and configuration changes. Planned Maintenance follows Masabi's change control processes and may or may not require system downtime.
- **Priority** – Masabi's Incident Management guidelines stipulate as a standard performance measurement a 4-hour resolution for a Priority-1 (P1) incident and an 8-hour resolution for a Priority-2 (P2) incident. Interim timeframes are stated for acknowledgment and assignment to give Customers an understanding that their issues have been received and are in the process of resolution.
- **Resolution** - An incident is considered resolved when the fix is deployed to production and/or end-users are no longer affected by the incident. For incidents that require App releases, an incident is considered resolved when the release is submitted to the App stores, Apple or Google Play. Equally, SDK incidents will be considered resolved when the SDK revision has been updated. It will be assumed that if an app release is required, app releases required to fix P1 incidents will be automatically accepted by the Agency; however, if the agency chooses deployment to UAT before production, the incident will be considered resolved when deployed to UAT.
- **Response Time**—Masabi's Response Time is formulated on a scale determined by the categorization of Incident Severity, which is measured by the degree of service limitation experienced by the Agency and other hosted customers. In addition, for Incidents relating to AWS services, which are critical for providing overall service availability, Masabi and AWS operate with a 60-minute Incident Management Response plan supported by Masabi's own incident response time and processes.
- **Scheduled Maintenance** – Refers to a subset of Planned Maintenance that involves a temporary service disruption or downtime. It is carried out within pre-agreed maintenance windows to minimize impact and is communicated to affected agencies in advance.
- **Severity** – Agency's incident categorization that correlates to Masabi's Incident Priority. Incidents prioritised as P1 will be assigned a severity of, 'Critical'; P2 = 'High'; P3 = 'Med'; and P4 = 'Low'
- **Tier 1 Service** – Describes the most critical components of the Justride system, directly impacting on the Agency's ability to deliver transit services to passengers. These services are essential for travel and revenue generation, and their failure constitutes a severe disruption to the customer experience or transit operations. Examples include ticket purchase, validation, retrieval, activation, and key payment processing capabilities. These services are subject to the highest availability targets and receive the most urgent incident prioritisation (e.g., P1) and related response times.
- **Tier 2 Service** – Describes the supporting functions that are important to operational efficiency but do not immediately interrupt travel or revenue when degraded. These services typically assist with system configuration, financial reporting, customer account management, or fare policy enforcement. While a failure may cause operational inefficiencies or customer support issues, transit can usually continue uninterrupted. These services are expected to achieve a strong availability target and are treated with high—though not critical—priority during incident prioritisation (e.g., P2) and related response times.



- **Tier 3 Service** – Describes non-critical features or tools that enhance system usability or reporting but do not affect fare transactions or service availability when unavailable. They include user interface components, analytics dashboards, help sections, and cosmetic aspects of the Hub or web portal. Interruptions in Tier 3 Services typically do not require immediate resolution and are assigned lower response priority (e.g., P3 or P4), with resolution timelines defined on a case by case basis.

4. Roles and Responsibilities

Masabi and the Agency will designate individuals within each respective organization to perform the Incident Management tasks outlined in this guide. The Agency agrees to maintain and communicate the designated Incident Management roles as defined below.

Details of the designated parties and their contact details will be provided by the Project Manager.

4.1. Masabi Roles and Responsibilities

To ensure that incidents and requests are handled efficiently, Masabi has implemented a two-tier support structure that includes Masabi Support technical leads and Account Support leads available across numerous time zones.

4.1.1. Masabi Customer Support

Masabi Customer Support provides comprehensive customer and technical support during standard business hours. Masabi Customer Support is responsible for responding to inbound agency inquiries and tickets, troubleshooting with agency staff, and escalating issues to product engineering when required. Masabi Customer Support monitors all inbound support tickets, collects troubleshooting data that is helpful to development and quality assurance, and provides general answers to agency staff on common questions and functionality queries. Masabi Customer Support is supported by Masabi IT Operations Support for round-the-clock global support and response.

4.1.2. Masabi IT Operations Support

Masabi IT Operations Support operates 24 hours per day, 365 days a year. Masabi IT Operations Support has the primary goal of triaging, investigating, and resolving technical incidents per agreed SLAs. The Masabi IT Operations Support team can resolve complex incidents and provide effective workarounds that allow business operations to be resumed with minimal loss. Masabi IT Operations Support activities include, but are not limited to, the following:

- Contacts Agency following the Agency escalation contact protocol.
- Acts as a point of escalation for Incidents or ongoing issues.
- Creates an agreed-upon process for updates and notifications during the Incident Time Frame and oversees the development of the official closing Incident Management Report.
- Contacts the Agency IT for any requests to implement a system outage necessary for corrective action.
- Provides detailed updates and explanations to the Agency and Account Support, as recorded within the Incident Management Suite, including the Incident Tracking and Monitoring log.
- Collaborates with other secondary-tier engineers to formulate a resolution, temporary fix, or workaround via the raised record within the Incident Management Suite.
- Ensures all development-related fixes are recorded within the Product Development specific JIRA space.
- Collaborates with other Masabi resources to formulate comprehensive outage reports detailing the root cause, impact and mitigating actions to prevent recurrence.

- If required, attend regular incident review meetings with the Agency. The frequency of meetings will be as agreed per the Agency but shall be at least quarterly.
- Once incidents are resolved, tests and provides confirmation of resolution.

4.1.3. Account Management

An Account Manager is assigned to each agency upon contract award. The Account Manager is the day-to-day owner of an agency and its contract with Masabi. The Account Manager is responsible for the relationship management and agency satisfaction with Masabi and the Justride platform. Account Management activities include:

- Prime relationship management and contract management with the Agency.
- Responsible for tactical weekly status reviews with stakeholders.
- Collates and distributes performance, financial, and service reports.
- Conducts regular stakeholder reviews with the agency for product strategy, account strategy, and customer satisfaction metrics.
- Acts as the Agency coordination point for any critical performance or service level disruption.
- Reviews financial performance and assists with the identification of additional ticketing channels and partnerships with other local agencies.
- Manages ongoing maintenance of the live deployment and coordinates schedules of updates and new feature releases.

4.2. Agency Roles and Responsibilities

To facilitate incident management performance, Masabi requests that an Agency designates specific internal owners of the Justride mobile platform, as recommended below.

4.2.1. Agency Justride Application Owner

- A designated owner of the Justride platform, known to all agency staff and stakeholders. It is recommended that this person have decision-making authority for the Justride platform and release authority for Apps to be submitted to the Apps stores. This role is typically a Director of IT or Fare Collection.
- Attends regular service review meetings with Masabi and, if necessary, attends incident review meetings. The frequency of meetings will be as agreed per the Agency but shall be at least quarterly.
- Provides approval for any required outages that affect the system or product necessary to implement a corrective action.
- Acts as a liaison between internal parties and Masabi for inbound and outbound incident reporting and coordination; coordinates internal team communication.
- Notifies internal functions of the status of Masabi services
- Notifies Masabi of any known hardware or operating system changes or updates.

4.2.2. Primary Agency Contact - IT Service / Customer Support Desk

- Responds to the Agency's customer-reported issues and submit Support Tickets on Agency's behalf to Masabi for investigation and resolution.
- Acts as the single point of escalation for the Agency customer.
- Manages and tracks any raised incidents or requests submitted to Masabi.
- Raises known or discovered incidents through the Masabi Support process
- Provides support to internal functions utilizing Masabi services.
- Provides symptoms, investigatory information, and support for the Masabi Support function.
- If required, attend regular incident review meetings with Masabi. The frequency of meetings will be as agreed per the Agency but shall be at least quarterly.

5. Key Performance Indicators

5.1. KPI Methodology

Masabi defines System Uptime Performance around clearly articulated platform use cases, aligned to service criticality and operational impact. This approach ensures uptime and latency commitments are meaningful to day-to-day transit operations, transparent to customers, and resilient as the Justride platform evolves. Performance is defined against Tier 1 and Tier 2 Use Cases, as classified in the System Definitions Matrix (Section 7.3.3).

5.2. KPI Calculation Methodology

Masabi applies the **95th percentile (P95)** methodology as the primary mechanism for measuring performance across the Justride platform. P95 is intentionally selected to represent the experience of the vast majority of users while filtering out extreme outliers that do not reflect normal operating conditions. This ensures KPIs remain both statistically robust and operationally meaningful.

Performance metrics are calculated over **rolling 5-minute windows**, providing a near real-time view of system behaviour during steady-state operations as well as periods of peak demand. This approach allows emerging degradation to be identified early, rather than being masked by longer averaging periods.

P95 performance metrics are complemented by **Availability**, **Recovery Time Objective (RTO)**, and **Recovery Point Objective (RPO)** measures. Together, these KPIs provide a balanced view of:

- Customer-facing experience (latency and responsiveness)
- Operational resilience (service restoration)
- Data integrity and durability (data recovery boundaries)

Application and Infrastructure KPI Calculations

The following calculations apply to Tier 1 and Tier 2 platform services under Masabi's operational control:

Availability

- Calculated as the proportion of time a service is operational within a reporting period.
- Limited to P1 and P2 incidents only, ensuring KPIs reflect material service impact.
- Scheduled and Emergency Maintenance windows are excluded from availability calculations.

Response Time

- Measured as the P95 of API response times, calculated over rolling 5-minute windows.
- For Tier 1 services, this metric reflects internal Masabi processing latency and is aligned with platform latency targets (for example, $P95 \leq 500\text{ms}$ for validation and internal payment processing).

Recovery Time Objective (RTO)

- Measured from the point an incident is first detected, whether via automated monitoring or logged operational events, to full service restoration.
- RTO defines the maximum allowable downtime by incident severity and underpins incident response SLAs.

Recovery Point Objective (RPO)

- Measured from the timestamp of the most recent successfully committed transaction or data capture to the point of service disruption.
- RPO defines the maximum tolerable data loss window and establishes recovery expectations following a service-impacting incident.

Frontend and Rider-Facing KPI Calculations

For rider-facing and retail-facing channels, KPIs are calculated using synthetic monitoring and real-user measurement techniques to reflect actual end-user experience.

Availability

- Calculated as the percentage of uptime for customer-facing applications, including mobile apps, web portals, and retail channels.

Time to First Byte (TTFB)

- Measures the elapsed time between a user request and the first byte of data being received by the browser or client.

Page Render Complete

- Measures the elapsed time from request initiation until the page is fully loaded and rendered in the browser.

Total Time to Interactivity

- Measures the elapsed time from request initiation until the page or application is fully interactive and usable by the end user.

These frontend KPIs are monitored independently from backend service metrics, allowing Masabi to distinguish between platform performance issues and client-side or network-related constraints.

End-to-End KPI Aggregation Across Use Cases

KPIs are calculated based on end-to-end outcomes, rather than individual service metrics in isolation. A single Tier 1 use case may traverse multiple Justride services and, where applicable, downstream providers.

For example:



- A ticket purchase KPI aggregates performance across authentication, entitlement provisioning, internal payment processing, and downstream PSP interactions.
- Internal Masabi processing latency is reported separately from external PSP response times, ensuring transparency while maintaining clear accountability boundaries.

Where KPIs include external services, such as Payment Service Providers, Masabi explicitly separates:

- Internally controlled processing performance, which is subject to platform KPIs and SLAs, and
- Externally controlled latency or availability, which is monitored and reported but excluded from SLA breach calculations.

All constituent events are aggregated into a single, unified performance dashboard, providing clear visibility into both overall experience and underlying contributors.

5.3. Tier 1 Use Cases

Tier 1 Use Cases represent the most critical Justride platform capabilities. Any sustained degradation or outage directly impacts the ability to travel, validate, or collect revenue and is therefore subject to the highest availability and performance targets.

| Tier 1 Use Case | Primary KPI | Target | Notes |
|--|---|-------------------------------|--|
| Ticket Validation (Mobile, Fixed, Gates) | Availability | 99.95% Monthly | Excludes Planned and Emergency Maintenance |
| | Latency | P95 ≤ 500 ms | Applies to barcode, account-based ticketing, EMV tap processing and online validation requests |
| | Sync Lag | P95 within defined thresholds | Validator sync to Justride backoffice |
| | Recovery Point Objective | Last Tap | |
| | Recovery Time Objective | 4 Hours | |
| Ticket Purchase (All Payment Methods) | Availability | 99.95% Monthly | Degraded PSP performance excluded from SLA |
| | Latency | P95 ≤ 500 ms | Explicitly excludes PSP integration time |
| | End-to-End Ticket Purchase Time | P50 ≤ 2s | Reported for transparency only |
| | Maximum End-to-End Ticket Purchase Time | P95 ≤ 5s | Reported for transparency only |
| | Recovery Point Objective | Last Purchase | |
| | Recovery Time Objective | 4 Hours | |
| Payment Processing | Availability | 99.95% Monthly | |



| Tier 1 Use Case | Primary KPI | Target | Notes |
|---|--------------------------|-------------------------------|---|
| (Internal) | Latency | P95 ≤ 500 ms | |
| | Recovery Point Objective | Last Purchase | |
| | Recovery Time Objective | 4 Hours | |
| SVA Top-Up Processing | Availability | 99.95% Monthly | |
| | Latency | P95 ≤ 500 ms | Explicitly excludes PSP integration time |
| | Processing Lag | P95 within defined thresholds | Validator sync to Justride backoffice |
| | Recovery Point Objective | 0 Minutes | |
| | Recovery Time Objective | 4 Hours | |
| ABT Tap Processing | Availability | 99.95% Monthly | |
| | Sync Lag | P95 within defined thresholds | Validator sync to Justride backoffice |
| | End-to-End Completion | P95 within defined thresholds | |
| | Recovery Point Objective | 0 Minutes | |
| | Recovery Time Objective | 4 Hours | |
| ABT Fare Calculation | Availability | 99.95% Monthly | |
| | Latency | P95 ≤ 1s | |
| EMV Tap Processing | Availability | 99.95% Monthly | |
| | Latency | P95 ≤ 500 ms | Excludes async EMV aggregation |
| | Recovery Point Objective | 0 Minutes | |
| | Recovery Time Objective | 4 Hours | |
| Rider Email Notifications (Ticket Receipts) | Availability | 99.95% Monthly | Degraded email delivery service performance excluded from SLA |
| | Latency | P95 ≤ 15s | Excludes email delivery service integration time |
| Platform Availability | Availability | 99.95% Monthly | Triggered on system-wide degradation |
| | Recovery Point Objective | 1 Hour | |
| | Recovery Time Objective | 1 Hour | |
| Justride Back-Office APIs | Availability | 99.95% Monthly | |
| | Latency | P95 ≤ 2s | |



| Tier 1 Use Case | Primary KPI | Target | Notes |
|-----------------|--------------------------|-----------|-------|
| | Recovery Point Objective | 0 Minutes | |
| | Recovery Time Objective | 1 Hour | |

5.4. Tier 2 Use Cases

Tier 2 Use Cases support configuration, reporting, customer service, and operational oversight. While degradation may introduce inefficiencies or increased manual effort, transit operations can typically continue.

Certain Tier 1 and Tier 2 use cases are asynchronous by design. For these services, performance is measured using bounded processing or synchronisation windows rather than real-time latency. Latency KPIs apply only where a service is on the synchronous rider or validator critical path.

| Tier 2 Use Case | Primary KPI | Target | Notes |
|---|--------------------------|-------------------------------|---|
| Hub Config & Access (Web) | Availability | 99.9% Monthly | |
| | Latency | P95 per use case | Due to the nature of Hub use cases, thresholds are defined per function |
| Customer Service Operations (Search, Refunds) | Availability | 99.9% Monthly | |
| | Latency | P50 ≤ 2s | |
| Financial Reporting & Data Access | Availability | 99.9% Monthly | |
| | Latency | P95 per use case | Due to differing data reporting requirements, thresholds are defined per report |
| | Recovery Point Objective | 0 Minutes | |
| | Recovery Time Objective | 24 Hours | |
| Ticket Validation Offline Deny List | Availability | 99.9% Monthly | |
| | Latency | P95 ≤ 1s | Due to nature and use case of offline lists |
| | Sync Lag | P95 within defined thresholds | Validator sync from Justride backoffice |
| | Recovery Point Objective | 0 Minutes | |
| | Recovery Time Objective | 4 Hours | |
| Asset & Validator Management | Availability | 99.9% Monthly | |
| | Latency | P95 ≤ 10s | |
| | Recovery Point Objective | Last Tap | |



| Tier 2 Use Case | Primary KPI | Target | Notes |
|---|-----------------------------|-------------------------|--|
| | Recovery Time Objective | 4 Hours | |
| Rider App (Mobile) | Availability | 99.9% Monthly | |
| | Total Time to Interactivity | P95 ≤ 5s | |
| Rider Portal (Web) | Availability | 99.9% Monthly | |
| | Time to First Byte | P95 ≤ 150ms | |
| | Page Render Complete | P95 ≤ 1s | |
| | Total Time to Interactivity | P95 ≤ 5s | |
| Partner Portal (Web) | Availability | 99.9% Monthly | |
| | Time to First Byte | P95 ≤ 150ms | |
| | Page Render Complete | P95 ≤ 1s | |
| | Total Time to Interactivity | P95 ≤ 5s | |
| EMV Debt Recovery | Availability | 99.9% Monthly | Availability reflects job scheduling and execution capability, not continuous runtime. |
| | Processing Lag | Within scheduled window | Typically processes overnight |
| ABT Token & Trip Management (Adjustments, Migrations) | Availability | 99.9% Monthly | |
| | Latency | P95 ≤ 2s | |
| Loyalty Reward Processing | Availability | 99.9% Monthly | |
| | Processing Lag | P95 ≤ 5 Minutes | Processing lag measures reward issuance within the platform. Visibility of rewards in rider-facing channels may be subject to client refresh or session state. |
| Voucher Code Management | Availability | 99.9% Monthly | |
| | Processing Lag | P95 ≤ 1 hour | Applies to all external voucher code sources |

Sustained Tier 2 degradation impacting customer operations may be reclassified as Platform Degradation and escalated accordingly.



5.5. Problem Management

Masabi operates a Problem Management process aligned with ITIL standards, ensuring that root causes of recurring or high-severity incidents are identified and addressed in a timely manner. The following table defines the maximum timeframes for each standard Problem Management activity:

| Activity | Description | Timeframe (after Problem Identification) |
|--|---|--|
| Problem Logging & Assignment | Problem record creation and ownership assignment | 2 Business Days |
| Root Cause Analysis (RCA) | Documented RCA for P1/P2 incidents | 10 Business Days |
| Corrective/Preventive Action Plan (CIP) | Action plan with remediation steps | 15 Business Days |
| Action Implementation | Execution of agreed corrective actions | 30 Business Days (unless otherwise agreed) |
| Closure & Verification | Validation of effectiveness and closure of the problem record | 5 Business Days post-implementation |

5.6. Non-Production System Uptime Performance

The Monthly Uptime Percentage for non-production environments (e.g., UAT) is 98.00%

| Use Case | Primary KPI | Target | Notes |
|----------------------------------|--------------------------|-------------|--------------------------------------|
| Platform Availability | Availability | 98% Monthly | Triggered on system-wide degradation |
| | Recovery Point Objective | N/A | |
| | Recovery Time Objective | N/A | |
| Justride Back-Office APIs | Availability | 98% Monthly | |
| | Latency | P95 ≤ 5s | |
| | Recovery Point Objective | N/A | |
| | Recovery Time Objective | N/A | |



6. Planned, Scheduled, and Emergency Maintenance

Masabi classifies maintenance activities into three categories:

- **Planned Maintenance:** Pre-approved maintenance activities designed to maintain or enhance system stability and performance. Planned Maintenance does not always require downtime.
- **Scheduled Maintenance:** When Planned Maintenance involves temporary downtime, it becomes Scheduled Maintenance. These activities occur within predefined maintenance windows to minimize disruption and are communicated in advance to affected agencies.
- **Emergency Maintenance:** Maintenance that must be performed urgently due to an unforeseen critical failure, security vulnerability, or system risk. Emergency Maintenance may occur outside of defined windows and with limited notice.

| Term | Downtime? | Pre-Notification? | Example |
|-----------------------|-----------|--------------------------|--|
| Planned Maintenance | Optional | Yes | App upgrade rollout, infrastructure tuning |
| Scheduled Maintenance | Yes | Yes (with specific time) | DB patch deployed during 00:00 - 01:00 UK Time window |
| Emergency Maintenance | Likely | No or limited | Hotfix for a security vulnerability; CPU overload mitigation |

Standard Scheduled Maintenance Windows:

- UK and EU Customers: Between 00:00 and 01:00 UK Time
- USA Customers: Between 09:00 and 10:00 UK Time
- Australian and Singapore Customers: Between 16:00 and 17:00 UK Time

Masabi will always strive to minimize service disruption and notify agencies of any Scheduled or Emergency Maintenance as early as possible.



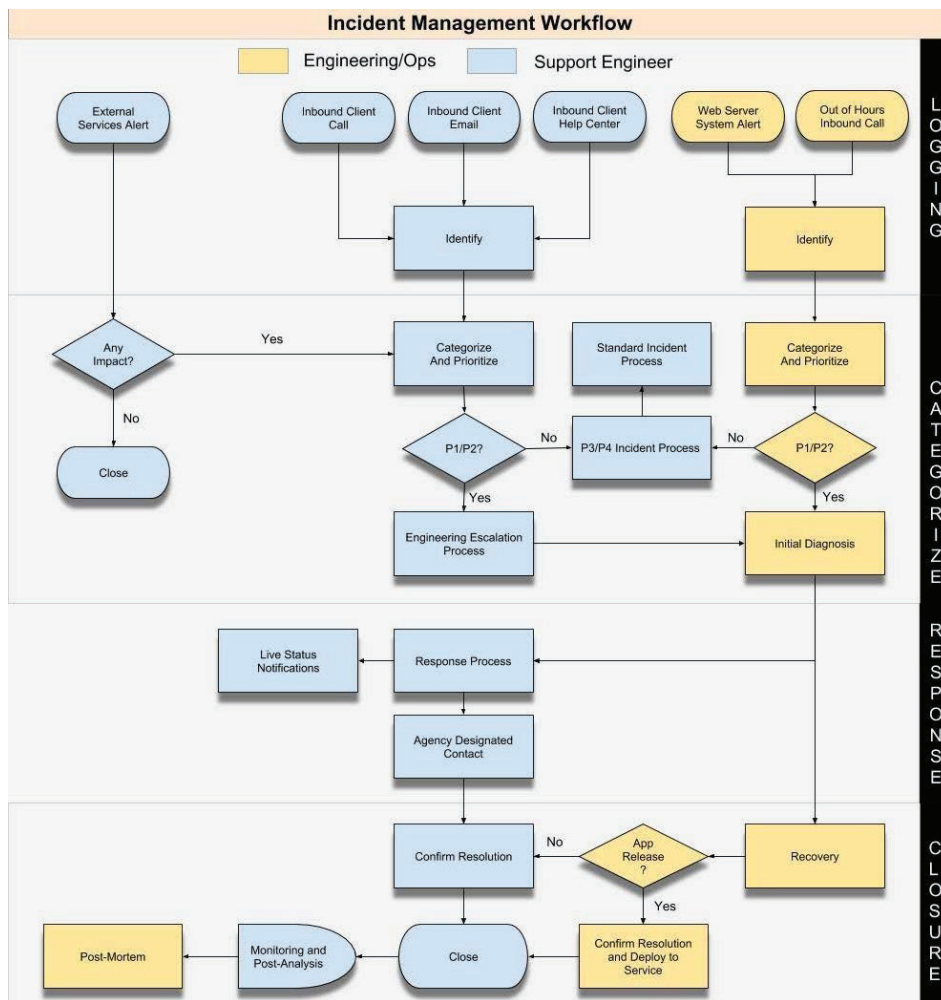
7. Definition of an Incident

An Incident is an unplanned interruption to the Justride service or a reduction in the service's quality, affecting the Agency or its end-user experience. Failure of any item, software, or hardware used to support a system is also an Incident, even if the failure has not yet affected or impacted service. For example, the failure of one component of a redundant, high-availability configuration is categorized as an Incident even though it does not interrupt service.

An Incident occurs when the operational status of a production item changes from working to failing or about to fail, resulting in a condition in which the item is not functioning as it was designed or implemented. The resolution for an Incident involves implementing a corrective action to restore the item to its original state.

7.1. Incident Logging and Categorization Process

The priority and severity of an Incident are assigned during an initial triage, as displayed in the 'General Process Flow Diagram' figure below.



General Process Flow Diagram

The above-defined process flow handles all levels of Priority Status (P1 through P4). In most cases, 19 incidents rated as P3 & P4 do not apply to core or support systems with high business impact, such as



the ability to purchase, store, validate, and activate tickets. For P3 and P4 incidents, a general workaround is known and can be applied with a change to behavior, and/or the incident is isolated to one or a very small proportion of end-users. P3 and P4 incidents will be tracked and monitored in an Incident Tracking and Monitoring log; P1 and P2 incidents are logged here if, and only if, there are no short-term resolutions available.

7.1.1. Incident Notification Types

There are three channels for Acknowledging Incidents: email or phone call.

| Notification Type | Frequency | Details |
|--------------------------------|---|---|
| Live Status Page (recommended) | All P1-P2 Incidents | All subscribers to this service will be notified when a P1 or P2 incident occurs. |
| Email | Every P1- P4 incident | An email will be sent to the ticket's original submitter. Support can request that an email be automatically cc'ed in addition to this. |
| Phone Call | For inbound reporting of every P1-P4 incident | Scheduled conference calls for group communication and follow-up on Incidents with agencies. |

7.1.2. Incident Logging and Categorisation

7.1.2.1. If Masabi Identifies a P1 or P2 Incident

Masabi's Justride system monitoring will immediately identify many incidents. Should Masabi Support receive an alert that may indicate a P1 or P2 Incident, the engineer on-call will conduct the following:

- 1) Test the Service
 - a) Is it available?
 - b) Is it potentially a system-wide outage?
 - c) Are key services responding?
 - d) Can a ticket be purchased?
 - e) Does redeploying service resolve issues?
- 2) Escalate
 - a) Use instant internal messaging systems at Masabi to seek escalation and resolution guidance.
 - b) Inform Masabi Account Services who will:
 - i) Inform Agency Point of Contact(s)
 - ii) Keep the Agency Point of Contact Informed via email
 - c) Initiate Technical Escalation Process
 - i) Functional Experts:
 - (1) Retail - Engineering (on-call)
 - (2) Inspect - Engineering (on-call)
 - (3) Hub - Engineering (on-call)
 - (4) SDK - Engineering (on-call)
 - (5) Hardware - Engineering (on-call)

- ii) VP of Engineering
- iii) CTO

7.1.2.2. If the Agency Identifies a P1 or P2 Incident

If the Agency encounters a fault with its service, product, or system, It will submit a request to Masabi Support by following the steps below.

- Report the incident via any of the channels recommended in Masabi's Support guide for agencies, confirming the system or product, the symptoms experienced, and, where possible, the number of users affected. Important: Emails should be sent from an official Agency email account to validate the inbound request.
- If an acknowledgment of the email is not received within 15 minutes, the Agency should call Masabi Support via the Support IVR provided in [Support Guidelines](#) Documentation. An on-call member of the Masabi Support team will be alerted following the P1 or P2 alerting channels.
- The Agency will follow its contact protocol to notify the affected operational areas.
- Once the issue has been communicated to Masabi by email, Masabi's Support Management Suite will automatically create an Incident ticket corresponding to ITN and Incident Record and alert the necessary Masabi Support staff. The incident notification will contain the information the Agency provided, an ITN, and notes from Masabi Support once triage has commenced. The support representative will create an incident ticket with the corresponding ITN and Incident Record if the incident is communicated by phone.

7.1.2.3. For All P1 and P2 Incidents

- When alerted, the Masabi IT Ops Tier-One team will begin triaging the issue or incident and assigning a priority based on the detail that the Agency has provided or from Masabi's automated monitoring systems. To further Masabi's progress in triaging or investigating the incident, Masabi may conduct a conference call with the relevant parties to discuss in detail the symptoms, impact, suspected cause, and any known resolutions or temporary workarounds.
- Should the investigation prove that the incident is complex or a resolution cannot be found in a timely manner, the incident will be escalated to subject-matter experts within Masabi. For example, if the issue is with the payment process, Masabi Support will immediately notify Masabi's Payments Team members.
- If the incident originates with an External Service, Masabi will initiate contact with the provider (where applicable) and provide advisory updates to the Agency. However, resolution timelines and control are limited. These incidents will be tracked but may not count toward Masabi SLA thresholds.

7.2. Incident Categorization

Once initial logging is complete, Masabi Support or the on-call engineer will categorize the Incident and define the impact level. Categorization of the incident is a factor in determining the prioritization, the level of effort required for the Incident Resolution and response plan



The table below represents the Incident Categorizations.

| Incident Category | Description |
|-------------------------------------|--|
| Customer Retail App Incident | Customer application not available to end-users. |
| SDK Incident | Ticket purchasing via the SDK service is unable to provision new tickets |
| Hub Incident | Outage that affects the Hub back-office but no customer-facing components. |
| Validation Incident | Affects the Inspect app, handheld validation, onboard validators or gate kits. Please refer to the Hardware policy for more information on custom hardware integrations. Affects the Inspect app and electronic validation. |
| Payment Incident | Outage that prevents purchases and/or refunds, but does not impact activations, Hub, etc. |
| Digital Wallet Incident | Purchases of new tickets using a digital wallet e.g. Apple Pay are unable to complete purchases |
| Ticket Usage Incident | Accessibility or outage which affects prior ticket purchases or activation which affect a widespread customer base (e.g. not a user error on a single ticket activation). |
| Full System Outage | No system components available to agency staff or end users. |
| Platform Degradation | Justride system components remain operational but below expected performance thresholds or time-outs exceed standard expected levels |
| External Services Incident | Includes outages or performance issues from third-party systems integrated with Justride, such as payment processors, tokenisation platforms, monitoring systems, or external data infrastructure. Masabi will provide advisories and work to escalate resolution but cannot guarantee recovery times. SLA commitments do not apply to these services. |
| Uncategorised Defect | Any other anomaly that is not classified in one of the above. |

7.3. Incident Prioritisation

The priority (P-Value) of an incident is assigned during the logging and categorization (triage) phase; the priority level is determined by the level of impact or service limitation experienced by the Agency.

Support or the on-call engineer will perform an impact analysis on the Incident and define an Incident Response Plan. Masabi Support will contact the Agency through the original submitter of the ticket. Additionally, if P1 or P2, all agency subscribers will be notified via the Live Status service. The support request or alert will also have an Incident Categorization assigned as per the categories stated above.

To assess a P1 or P2 priority level, during Masabi triage, it is expected that the reported incident is reproducible and to have received multiple occurrences of the same reported incident, e.g., verification of a single payment failure that is not due to insufficient funds or typos in credit card details. If an incident is not reproducible, there are an isolated number of reports, or the incident only impacts support or minor systems, it should be classified as P3.

To define the level of impact, Masabi will measure the data in the present and compare it to the same measurement in a comparable period of time in the past; for example, 30% of total transactions have failed between 9:00-10:00 AM UTC at the beginning of the month versus 0% transactions failed at the beginning of the previous month.

7.3.1. Impact Values

- **I1** – “Service” affected more than 5% of criteria for analysis (users/payments/events)
- **I2** – “Service” affected less than 5% of criteria used for analysis (users/payments/events) but more than 1%
- **I3** – “Service” affected less than 1% of the criteria used for analysis (users/payments/events)
- **I4** - “Service” issue isolated to one or a very small proportion of criteria used for analysis (users/payments/events). However, functionality may remain with a workaround.

7.3.2. System Definitions

Masabi looks at the area of the Justride platform and its components to address the Priority and Impact levels. The following are the categories with examples of the functions Masabi uses for priority assignment:

- **Tier 1 Services** - Ticket Validation, Purchases, Scanning Share
- **Tier 2 Services** - Financial Data, Data access, e.g., TVD, Assets, reports, Hub CS Primary functions
- **Tier 3 Services** - UI, Analytics, Reports, Hub Non-revenue related actions
- **External Services**- AWS Infrastructure, Payment Processors, Tokenisation Platforms, Monitoring Systems, and External Data Reporting Infrastructure.

Use the ‘Service Classification’ section to understand how each Justride deployable maps to its equivalent service tiering.



7.3.3. System Definitions Matrix

The following is a non-exhaustive list used for priority assignment provided for information purposes. Masabi reserves the right to modify this table. For any assignments which are not covered, please contact the Support team. This is provided for informational purposes. Masabi reserves the right to modify this table.

| Incident Category | Tier 1 Services | Tier 2 Services | Tier 3 Services |
|----------------------------|--|--|--|
| Retail (Mobile) | <ul style="list-style-type: none"> Login and Access Ticket Purchase with each payment method Ticket Retrieval and Display Ticket Activation & Validation SVA Payment Top-up Ticket Purchase with Saved Cards | <ul style="list-style-type: none"> Ticket Refunds User Verification (no guest accounts) Ticket Subscriptions Recurring Payment Top-up Management | <ul style="list-style-type: none"> External Links User Verification (guest accounts) UI anomaly |
| Retail (Web Portal) | <ul style="list-style-type: none"> Login and Access Ticket Purchase with each payment method Download Paper Ticket Account Setup Web-Mobile sync SVA Payment Top-up Ticket Purchase with Saved Cards | <ul style="list-style-type: none"> Manage Customer Account Ticket Subscriptions Recurring Payment Top-up Management | <ul style="list-style-type: none"> User Interface Profile FAQs Access Download Receipts |
| SDK / API | <ul style="list-style-type: none"> Ticket Provisioning Ticket Purchase Ticket Retrieval and Display Account Authentication SVA Payment Top-up | <ul style="list-style-type: none"> Ticket Refunds Ticket Subscriptions Recurring Payment Top-up Management External ABT and cEMV Fare Calculations | <ul style="list-style-type: none"> User Interface |
| Hub | <ul style="list-style-type: none"> Machine Login (validation affected) Asset Management | <ul style="list-style-type: none"> Financial Reports Machine Login Management Tariff Configuration Entitlement Provisions Access and Login Customer Services Search Customer Refunds | <ul style="list-style-type: none"> Data extracts download Analytics Dashboard Availability Pattern Fraud Detection (If included) Bulk Transactions |
| Validation (Mobile) | <ul style="list-style-type: none"> Ticket Validation Validation data sync (scans/deny/block lists) | <ul style="list-style-type: none"> Authentication Watermarking Record and manage Barcode Ticket Scan Records Ticket Scan Actions | <ul style="list-style-type: none"> Metadata User Interface Preferences |
| Validation (Fixed) | <ul style="list-style-type: none"> Ticket Validation Validation data sync (scans/deny/block lists) Gates & Spot checks | <ul style="list-style-type: none"> Authentication Watermarking Passback Control Record and manage Barcode Ticket Scan Records | <ul style="list-style-type: none"> Metadata User Interface |
| Payments (Internal) | <ul style="list-style-type: none"> Payment Processing | <ul style="list-style-type: none"> EMV Aggregation EMV Debt Recovery | <ul style="list-style-type: none"> N/A |



| Incident Category | Tier 1 Services | Tier 2 Services | Tier 3 Services |
|----------------------|--|--|--|
| Full System Outage | <ul style="list-style-type: none"> All Services | <ul style="list-style-type: none"> N/A | <ul style="list-style-type: none"> N/A |
| External Services | <ul style="list-style-type: none"> Payment Processing via PSP | <ul style="list-style-type: none"> Email Notifications Email Receipts | <ul style="list-style-type: none"> Zendesk AWS SQS |
| Uncategorized Defect | <ul style="list-style-type: none"> Any uncategorized defect | <ul style="list-style-type: none"> Any uncategorized defect | <ul style="list-style-type: none"> Any uncategorized defect |

7.3.4. Mapping of Incident Categories to Justride Deployables

To strengthen prioritisation, ownership, and operational clarity, all use cases defined within the System Definitions Matrix have been mapped directly to the corresponding Justride deployables. This mapping creates a single, authoritative reference that links each customer-facing capability to the underlying services, components, and runtime deployables responsible for delivering the capability across Justride.



| Tiering | Deployables |
|---------|---|
| Tier 1 | <ul style="list-style-type: none"> ● ABT <ul style="list-style-type: none"> ○ fares/postman-pat ○ fares/abt-online ○ fares/fare-calculation-request-builder ○ fares/fares ○ fares/fares-http-bridge ○ fares/fares-updater ○ tokens/sva-engine ○ tokens/tap ○ tokens/tokens-engine ○ trips/scan-mapper ○ trips/tap-builder ○ trips/trip-builder ● API Gateway <ul style="list-style-type: none"> ○ developer-tooling/api-event-gateway ○ back-office/platform-services/krakend ○ retail-server/edge ● Authentication <ul style="list-style-type: none"> ○ back-office/auth/auth ○ back-office/auth/auth-2 ● Configuration <ul style="list-style-type: none"> ○ hub-backend/brand-config ○ launch-ops/configuration-data ● Monitoring <ul style="list-style-type: none"> ○ oe/grafana-agent ● mTickets <ul style="list-style-type: none"> ○ partner-portal/trshttpbridge ○ retail-server/accounts-http-bridge ○ retail-server/entitlements-http-bridge ○ retail-server/google-wallet-integration ○ retail-server/rider-service ○ retail-server/server ○ retail-server/vendor-ticketing/trs ● Payments <ul style="list-style-type: none"> ○ payments/apl ○ payments/forc ○ payments/mpg ○ payments/wph ● Platform <ul style="list-style-type: none"> ○ back-office/platform-services/civet ● Retail <ul style="list-style-type: none"> ○ retail-client/web-portal ○ retail-client/websales-client ● Validation <ul style="list-style-type: none"> ○ validation-backend/metadata ○ back-office/transaction-processing/tvd |



| Tiering | Deployables |
|---------|--|
| Tier 2 | <ul style="list-style-type: none"> ● ABT <ul style="list-style-type: none"> ○ tokens/migration-engine ○ trips/trips-correction ● Data, Analytics & Reporting <ul style="list-style-type: none"> ○ data/data-store ○ data/elastic-butler-lambda ○ data/rapport ● EMV <ul style="list-style-type: none"> ○ payments/emv ○ payments/emv-engine/emv-abt-adapter ○ payments/emv-engine/emv-auth-capture ○ payments/emv-engine/emv-common-infra ○ payments/emv-engine/emv-debt-recovery ○ payments/emv-engine/emv-deny-list ○ payments/emv-engine/emv-fare-aggregator ○ payments/emv-engine/emv-first-hour-charge-collector ○ payments/emv-engine/emv-first-ride-recovery ○ payments/emv-engine/emv-mpg-bridge ○ payments/emv-engine/emv-nominal-auth ○ payments/emv-engine/emv-scan-router ○ payments/emv-engine/emv-stats ● Hub Customer Service <ul style="list-style-type: none"> ○ hub-backend/hub-backend ○ hub-backend/hub-cs ○ hub-frontend/hub-app ○ hub-backend/bulk-upload ○ retail-client/in-app-messages ○ rider-communication/banners ● Partner Portal <ul style="list-style-type: none"> ○ retail-server/partner-portal ○ partner-engineering/auto-pass-issuing ○ partner-portal/create-token-http-bridge ○ partner-portal/login-fe ○ partner-portal/partner-portal-fe ○ pattern/pattern-action ○ pattern/pattern-detector ● Retail <ul style="list-style-type: none"> ○ retail-client/universal-ticket ○ retail-server/notification-service |



| Tiering | Deployables |
|---------|--|
| Tier 3 | <ul style="list-style-type: none"> ● ABT <ul style="list-style-type: none"> ○ fares/extprice-simulator ● Data, Analytics & Reporting <ul style="list-style-type: none"> ○ data/analytics-bridge ● Monitoring <ul style="list-style-type: none"> ○ developer-tooling/deployments-tracker ● Validation <ul style="list-style-type: none"> ○ eval/audit-log-ingest-pipeline ○ eval/avl-decorator ○ eval/gtfs-poller ○ eval/iot-avl-context-forwarder ○ validation-apps-and-middleware/ticketcheck ○ validation-backend/lbs-clipper |

7.3.5. Priority Assignment

Below are the priority assignment criteria that Masabi and the Agency use to classify the priority of an Incident. Tier 1 to Tier 3 Services apply only to services under Masabi’s control.

| | Tier 1 Services | Tier 2 Services | Tier 3 Services |
|--|-----------------|-----------------|-----------------|
| I1 – “Service” affected more than 5% of criteria for analysis (users/payments/events) | P1 | P2 | P3 |
| I2 – “Service” affected less than 5% of criteria used for analysis (users/payments/events) but more than 1% | P1 | P2 | P3 |
| I3 – “Service” affected less than 1% of criteria used for analysis (users/payments/events) or service disruption is intermittent | P2 | P3 | P4 |
| I4 - “Service” issues isolated to one or a very small proportion of criteria used for analysis (users/payments/events) or functionality may remain with a workaround. | P3 | P3 | P4 |

7.3.6. Target Response Times

Detailed below are the Incident Management targets for Masabi and the Agency; all timings are calculated from the moment the support request (Agency or automated) is received by Masabi’s Support function.

Standard Support specific to the maintenance schedule covered in this Agreement are as follows:

- Standard support: 9:00 am UK to 12:00 am UK. Monday – Friday
- Email address for standard support: support@masabi.com
- Emails for standard support received outside of office hours will be raised in our automated ticketing system. However, no action can be guaranteed until the next working day.



Priority 1's raised outside of support hours by following our Critical support process will be actioned on a 24/7 basis.

| Masabi Priority | Acknowledgment | Prioritisation Within | Guaranteed Response | Status Updates | Escalation/Assignment ⁴ | Resolution ¹ |
|-----------------|----------------|-----------------------|---------------------|---------------------------|------------------------------------|---------------------------|
| P1 | 15 Minutes | 25 Minutes | < 60 Minutes | 30 mins | 30 Minutes | 4 Hours |
| P2 | 15 Minutes | 60 Minutes | < 4 Hours | 60 mins | 60 Minutes | 8 Hours |
| P3 | 15 Minutes | 24 Hours | < 12 Hours | As Defined ³ | 1 Business Day | As Defined ³ |
| P4 | 15 Minutes | 24 Hours | < 24 Hours | As Scheduled ² | 3 Business Days | As Scheduled ² |

1. Resolution times are defined as the maximum time in elapsed minutes from the initial support request (e.g., total time) and include time allocated to the prior stage
2. As defined by the resolution plan agreed between Masabi and the Agency. Masabi will provide a working plan for a P3 incident which provides a timeline within 5 working days of the escalation and assignment. Total resolution time is based upon a number of factors that will be negotiated in good faith with an agency e.g. assigned to a specific app release on specific future schedule, providing an alternative workaround, and prioritisation of development resources.
3. As scheduled, pending requirements and evaluation are performed on a case-by-case basis.
4. Incident response plans (corrective action plans) are determined based on the assigned priorities and severities. The assigned priority dictates the time Masabi will provide the Agency with the details of their planned corrective actions. For example, "Priority" (P) P1 issues are responded to within a guaranteed response of <60 minutes.



7.4. Quick Reference Priority Assignment Examples

The following is a matrix providing a quick reference to help define priority levels for the most common categories..

| Critical - P1 | Urgent - P2 | Normal - P3 | Low - P4 |
|---|---|--|---|
| Resolution: 4 hours Guaranteed Response : <60 mins | Resolution: 8 hours Guaranteed Response: <4 hrs | Resolution: As Defined Guaranteed Response: <12 hrs | Resolution: As planned. Guaranteed Response : <24hrs |
| Example Scenarios | | | |
| <ul style="list-style-type: none"> • Tickets cannot be purchased or validated for high • % of customers • Outage on all systems • Scanned Tickets not syncing on DB | <ul style="list-style-type: none"> • Tickets cannot be purchased or validated for low • % of customers • Hub site is down, affecting primary CS functions, i.e., refunds | <ul style="list-style-type: none"> • Tickets cannot be purchased by a handful of customers • Can't download financial report • Unable to send a receipt • Unable to view In-App Help Section | <ul style="list-style-type: none"> • Minor cosmetic issue. • Hub dashboard has data errors • Unable to download validation report • Cannot pay using digital wallet (must enter card details) |

7.5. Incident Escalation Overview

Masabi provides an Incident Management Process that offers 24/7 coverage 365 days a year. Masabi's primary goals are triaging, investigating, developing corrective action plans, and resolving incidents per stated service level agreements (SLAs). To ensure that Incidents and support requests are handled efficiently, Masabi has a Support and Incident escalation management program that quickly addresses high-priority issues (P1-P2) while also providing more generalized support ticket response management (P3-P4 and other general inquiries).

7.6. Response Process

Any Agency support requests should be raised through the proposed channels by the Agency's authorised contacts. If the incident is perceived as a P1-P2, please call the support IVR or email criticalsupport@masabi.com. Receipt of this email will trigger the Incident handling and tracking mechanisms to ensure a support engineer is assigned to triage and address the support request. Similarly, when Masabi's automated monitoring systems indicate a possible system outage; this will also trigger the Incident handling and tracking mechanisms to assign a support engineer. If the Agency has not received an acknowledgment within 15 minutes of emailing the Masabi Support email address, the Agency should call the support number listed on the Masabi Help Center.

Additionally, in either case, once the Incident Priority and Category have been established, the Agency escalation contact protocol should be followed to allow the Agency to inform the affected operational departments quickly.

7.7. Incidents Resolved by Release

These Incident Response Guidelines apply as much as Masabi is in control of the service's deployment/release. For example, Masabi is unable to provide guarantees for App store approvals and³⁰ release times as they are in the hands of Apple and Google, respectively.

8. Incident Tracking and Monitoring

For all incidents, Masabi Support will generate an Incident Tracking Number (ITN) from Zendesk (Masabi's Incident Monitoring Suite) that is assigned to the incident record, incident log entry, and incident response plan. The ITN number is used for any follow-up referencing and for Tracking and Monitoring the status of corrective actions. The Incident Tracking and Monitoring log will be reviewed during the regular service review meetings.

9. Incident Closure

Once the Agency and Masabi have confirmed the incident has been resolved, the incident record will be closed, and the status of the incident log entry will be changed to resolved/closed. Additionally, the below steps shall be followed. Please note if the Agency has not received confirmation from Masabi Support. Still, Masabi has documented that the incident has been resolved and service has resumed, the incident record will be closed, and the Agency will be notified:

- When the incident has been resolved, the incident record will be updated, and the Agency will be notified.
- Upon resolution and closure, the Masabi Support function will review the incident. Should its nature appear within a trend, the incident will feature within Masabi's reporting system. The incident will also form a record within Masabi's Problem Management Process, leading to consideration for further enhancement to the product or system.
- If any downtime or system outage is encountered, a full report will be provided to the Agency within ten (10) business days, detailing the root cause, steps taken to resolve, and measures implemented to deter a repeat occurrence. The time to develop the full Incident Report is determined by the severity of the problem and the level of investigation, if development is required, and platform-wide impact. The Incident Report is the official recording of the Incident Management Process and Resolution; however, it is not the only communication during an incident timeline.
- During an incident, customers can expect to receive frequent updates on the cause, steps being taken in the troubleshooting process, updates on new information that may affect the outcome, and standard stakeholder briefings. Masabi will work collaboratively to define the communication interval best suited to the incident category and prioritisation. For P1 and P2 category events, Masabi will communicate updates at regular intervals.

10. External Service Exclusions from SLAs

Masabi integrates with External Services to deliver critical and supporting system functions; however, it does not have administrative control, operational visibility, or SLA enforcement authority over them. Therefore, performance degradations or outages affecting these External Services are **excluded from Masabi's SLA commitments**. Masabi commits to proactively monitor, log, and escalate issues with these providers where possible and will communicate advisories to Agencies as appropriate.

Notable External Services include (but are not limited to):

- **Payment Service Providers (PSPs):** Chase, Cybersource, Littlepay, Moneris, MPGS, Vantiv, Worldpay ³¹

- **Authentication & Card Tokenisation:** Auth0, TokenEx
- **Retail Top-Up Partner:** Incomm
- **Communication, Monitoring & Alerting Tools:** Mandrill (Mailchimp), Twilio, Rapid7, Grafana
- **Data Infrastructure & Reporting Tools:** Elastic Search, [Cumul.io](#), Luzmo
- **Cloud Infrastructure:** AWS

11. Deviations from Standard Support Service Terms

This section covers any specific deviations that are being provided that are not part of the standard agreement. If applicable, specific deviations will be represented in relevant contractual documents.

SCHEDULE 4

Validation Hardware IAT Procedure



Masabi Hardware: JRV Installation Acceptance Test (IAT) Procedure

Document Number: DT1-0011

Version: 02

Date: 2026-29-01

CONFIDENTIAL



Revision History

| Author | Version | Date | Details of Change |
|--------|---------|------------|-------------------|
| CB | 01 | 2020-04-01 | Initial Release |
| KW/BL | 02 | 2026-29-01 | Revised Release |

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Section 1 - Introduction

The Justride Validator (JRV) is a multi-format validator that is designed for transit environments and will be deployed by Masabi in various locations around the world. When furnished with an Internet connection, and provided with a suitable power source, the JRV can be used to validate barcodes and NFC media.

The Installation Acceptance Test (IAT) procedure contains, herein, the necessary instructions, steps and scripts to follow in order to approve and commission a successful installation of a JRV.

1.1 Purpose

The purpose of the IAT is to approve the successful installation of the JRV and verify that it fulfils the requirements set by the customer and Masabi.

1.2 Objective

The objectives of the IAT are to:

- Confirm that ticket validation functions correctly with all ticket types.
- Confirm connectivity and expected behaviour between the JRV and the Masabi back-office via a wired Ethernet connection to the Internet.
- Confirm that the JRV is fit for validation.

1.3 Prerequisites

To complete the IAT the following prerequisites are required:

- Installed JRV
- Communication with the Internet (Masabi back office) available via Ethernet
- Paper Configuration Barcode
- Mobile Ticket Barcode
- Paper Test Barcode
- Smart Card Ticket
- Access to the Hub via a Computer

1.4 Process Outline

The IAT process is split into a set of tests as detailed below. The procedure includes the necessary instructions to confirm the correct installation and ticket validation functionality of the JRV. Each of the test cases is designed to focus on a particular aspect or function of the validation solution and should be completed as per the stated instructions with the results recorded in the IAT-R. If all Test Cases within this document pass, then the IAT passes.

1.5 Conventions

Throughout this document the following format will be used for notes and important information:

Important: Mandatory and important notes that must be fulfilled

Note: Important notes regarding mandatory requirements that may affect correct operation but do not present a safety risk or danger of damage to equipment.



Recommendation: A non-mandatory addition to the instruction intended to highlight methods of completing actions that were previously found to be the most efficient or easiest.

Throughout this document Masabi’s Customer will be referred to as “the Agency”, transit riders or End Users of the Agency will be referred to as “Cardholders”.

1.6 Safety Precautions

No particular safety hazards identified. Please ensure that all safety precautions required in the location and situation that the test is completed in are adhered to

Glossary

Note: Part and assembly names will be defined in the Orientation Section of this document.

| Acronym | Definition |
|---------|-------------------------------------|
| cEMV | Contactless EMV |
| EMV | Europay Mastercard Visa |
| HW | Hardware |
| IAT | Installation Acceptance Test |
| IAT-R | Installation Acceptance Test Record |
| JRV | Justride Validator |
| N/A | Not applicable |
| PCI | Payment Card Industry |
| SAM | Secure Access Memory |
| TBA | To be announced |



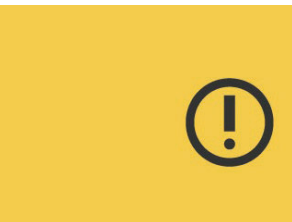

1.7 References

| Doc # | Reference |
|----------|--|
| DT2-0010 | JRV Installation Acceptance Test Record (IAT-R) (latest issue) |
| DP3-0001 | JRV PCI HW Compliance Plan (latest issue) |
| | Note: The JRV Electronics Enclosure contains a cEMV reader. If the JRV is to be used in a deployment which handles cEMV cards, or may in the future, applicable PCI handling procedures must be adopted and adhered to. In these cases, ensure that all handling is completed in accordance with the requirements laid out in the latest revision of DP3-0001 - JRV PCI HW Compliance Plan. Contact Masabi for further details. |

Note: All documents can be requested via support@masabi.com

Section 2 - Graphical Display Screens

These are the only messages that will be displayed during the demonstration.

| Image | Accompanying Text Message | Description |
|--|--|--|
|  <p>Positive Message</p> | <ul style="list-style-type: none"> Valid | <p>Message used for instances when the ticket presented is valid for travel.</p> |
|  <p>Not valid Message</p> | <ul style="list-style-type: none"> Not valid | <p>Message used for instances when the ticket presented is not valid for travel.</p> |
|  <p>Check Message</p> | <ul style="list-style-type: none"> Show ID | <p>Message used for instances when a ticket with an entitlement (e.g. reduced fare) presented is valid for travel.</p> |
|  <p>Ready Screen</p> | <ul style="list-style-type: none"> Scan your ticket | <p>Screen used when awaiting ticket media.</p> |

Section 3 - IAT Test Cases

This section details the tests which form the IAT in their intended order. The purpose, objectives, prerequisites and the instructions to complete the test are detailed.

- Test Case 1. – Visual Inspection



- Test Case 2. – Power-On Self-Test (POST) and Configuration
- Test Case 3. – Mounting
- Test Case 4. – JRV Sound Check
- Test Case 5. – Internet and Back-Office Connection
- Test Case 6. – Mobile Barcode Ticket: Valid
- Test Case 7. – Paper Barcode Ticket: 'Not Valid'
- Test Case 8. – Mobile Barcode Ticket: Warning
- Test Case 9. – DESFIRESmart Card Ticket



3.1 Test Case 1 – Visual Inspection

| | |
|------------------------------------|---|
| Purpose | To verify that the JRV is undamaged and has not been tampered with |
| Objectives | Confirm that the JRV is not damaged and has not been tampered with |
| | <div style="background-color: yellow; padding: 5px;"> <p>Mandatory PCI Requirement: Any suspicion of tampering must be reported to Masabi immediately. The unit must not be used. Follow the procedure as described in DP3-0001 Masabi Hardware: Justride Validator (JRV) Payment Card Industries (PCI) Hardware Compliance Plan.</p> </div> |
| Approximate Required Time | 3min |
| Prerequisites/Preconditions | <ul style="list-style-type: none"> ● Installed JRV |
| Procedure | <p>Start with the JRV Electronics Enclosure removed from the Mounting Kit.</p> <ol style="list-style-type: none"> 1) PCI tamper inspection <ol style="list-style-type: none"> a) Check that Card Reader is present behind transparent SIM/SAM Cover at the bottom of the unit and Serial Number is consistent with Documentation b) Check for any marks, such as scratches, etc. that may indicate that the JRV Electronic Enclosure has been opened. c) Check for any unnecessary additional or suspicious wiring 2) Mount JRV Electronics Enclosure onto the JRV Mounting Kit 3) Checking for damage <ol style="list-style-type: none"> a) Check if JRV Electronics Enclosure is flush with the JRV Mounting Kit. b) Check for any unacceptable marks on the front glass of the JRV and on the plastics |
| Expected Results | <ol style="list-style-type: none"> 1) JRV has not been tampered with <ol style="list-style-type: none"> a) Card Reader is present b) No marks that indicate that JRV was opened are present c) No suspicious wiring present <div style="background-color: yellow; padding: 5px;"> <p>Mandatory PCI Requirement: Otherwise follow DP3-0001.</p> </div> <ol style="list-style-type: none"> 2) JRV Electronics Enclosure flush with the JRV Mounting Kit 3) No damage |
| Pass/Fail Criteria | The test passes when all steps listed above are noted as passed. |
| Results | Results are to be recorded within the IAT-R. |



3.2 Test Case 2 – Power-On Self-Test (POST) and Configuration

| | |
|-------------------------------------|---|
| Purpose | To verify that the JRV passes POST on initial power-up after installation |
| Objectives | Confirm that the JRV passes POST and is ready for functional testing |
| Approximate Required Time | 2min |
| Prerequisites/ Preconditions | <ul style="list-style-type: none"> • A JRV connected to the Internet via Ethernet that has successfully passed Test Case 1 • Configuration Barcode (if unit not already logged in) |
| Procedure | Start with the JRV in the powered down state, apply power and observe the booting process. Present the appropriate Configuration Barcode for the vehicle when prompted by the unit. |
| Expected Results | <ol style="list-style-type: none"> 1) The JRV screen will show a Justride logo and progress bar 2) The progress bar will move to show progress and the LED in the camera cone will turn on 3) The screen will briefly change to a black screen with a clock and loading message 4) The display will then show an information screen detailing the brand, username, IP address. <i>No fault codes are displayed on the screen.</i> 5) The display message will read ‘Scan Config Barcode’. Note: This screen will not show if the unit has previously been logged in. Skip step 6) 6) Present the correct log in barcode for the unit. A beep will sound to indicate a valid barcode. Not necessary if the unit has previously been logged in. 7) After a short wait, the screen will show the ‘Scan your ticket’ screen. |
| Pass/Fail Criteria | The test passes when all steps listed above are noted as passed. |
| Results | Results are to be recorded within the IAT-R. |

3.3 Test Case 3 – Mounting

| | |
|----------------|--|
| Purpose | To verify that the JRV is mounted correctly and securely |
|----------------|--|



| | |
|-------------------------------------|---|
| Objectives | Confirm that the JRV is mounted securely onto the Stanchion and the JRV Electronics Enclosure is attached correctly to the JRV Mounting Kit. and JRV is reliably powered. |
| Approximate Time Required | 1 min |
| Prerequisites/ Preconditions | <ul style="list-style-type: none"> • The JRV has successfully passed Test Case 2. |
| Procedure | <ol style="list-style-type: none"> 1) Ensure that the JRV Lock is in the locked position and the Key is removed 2) Place a hand on the bottom of the JRV Electronics Enclosure and push upwards towards the display, i.e., in the same direction as an unlocked JRV would be pushed to remove the JRV Electronics Enclosure. Check if it slides and/or loses power/reboots 3) Attempt to move the JRV relative to the stanchion. Check for unacceptable play between the JRV and the stanchion |
| Expected Results | <ol style="list-style-type: none"> 1) JRV is locked in position and the Key is removed 2) JRV does not slide. JRV does not reboot or lose power, as observed by monitoring the JRV Display. 3) JRV is securely attached to the stanchion. Neither Stanchion nor JRV moved. |
| Pass/Fail Criteria | The test passes when all steps listed above are noted as passed. |
| Results | Results are to be recorded within the IAT-R. |



3.4 Test Case 4 - JRV Sound Check

| | |
|-------------------------------------|--|
| Purpose | Verify that the JRV beeps once during startup and boot |
| Objectives | The JRV should beep only once during the startup and boot process. |
| Approximate Time Required | 2 min |
| Prerequisites/ Preconditions | <ul style="list-style-type: none"> • The JRV has successfully passed Test Case 3. • The JRV should be connected to the power source. |
| Procedure | <p>Start with the JRV in the powered down state, apply power and observe the booting process.</p> <ul style="list-style-type: none"> • Wait until the Power-on Self-test is completed and you hear a single beep. |
| Expected Results | The JRV will emit a single beep to indicate it has completed the Power-on Self-test. |
| Pass/Fail Criteria | The test passes when all steps listed above are noted as passed. |
| Results | Results are to be recorded within the IAT-R. |

3.5 Test Case 5 – Internet and Back-Office Connection

| | |
|----------------------------------|--|
| Purpose | To verify that the JRV is logged in with the correct credentials for the location of installation. |
| Objectives | Confirm that the JRV is logged in correctly and has a connection to our back-office |
| Approximate Time Required | 2 min |

**Prerequisites/
Preconditions**

- The JRV has successfully passed Test Case 3.
- Access to the Hub with credentials to view Asset Monitoring

Procedure

Log into the hub and check if the JRV is listed as online and healthy

1. Log in to the hub
2. Asset Monitoring - Validation
3. Apply Filter
 - a. Username
 - b. Contains
 - c. Enter JRV Username
4. Check if JRV is listed, online and healthy
5. Check JRV software version

Expected Results

The JRV will be visible in the hub shown as online, healthy and has most recent software version.

Pass/Fail Criteria

The test passes when all steps listed above are noted as passed.

Results

Results are to be recorded within the IAT-R.



Test Case 6 – Mobile Barcode Ticket: Valid

| | |
|------------------------------------|---|
| Purpose | To verify that the JRV behaves as expected when presented with a valid barcode ticket. |
| Objectives | Confirm that the JRV presents expected indication to the user when presented with a valid barcode. |
| Approximate Time Required | 1 min |
| Prerequisites/Preconditions | <ul style="list-style-type: none"> ● Valid ticket via app ● The JRV has successfully passed Test Case 4. |
| Procedure | <ol style="list-style-type: none"> 1) Ensure that the JRV is powered up, working and displaying the Ready screen. 2) Present the valid barcode to the JRV barcode scanner and observe for the below behaviour: <ol style="list-style-type: none"> a) JRV Graphical Display is green and displays “Valid” b) JRV Speaker emits the ‘Valid Beep’ |
| Expected Results | <p>The JRV will present the user with the expected positive feedback:</p> <ol style="list-style-type: none"> a) JRV Graphical Display is green and displays “Valid” b) JRV Speaker emits the ‘Valid Beep’ |
| Pass/Fail Criteria | The test passes when all steps listed above are noted as passed. |
| Results | Results are to be recorded within the IAT-R. |



3.6 Test Case 7 – Paper Barcode Ticket: Not Valid

| | |
|---|---|
| Purpose | To verify that the JRV behaves as expected when presented with a 'not valid' barcode ticket. |
| Objectives | Confirm that the JRV presents expected indication to the user when presented with a 'not valid' barcode. |
| Approximate Time Required | 1 min |
| Prerequisites/ Preconditions | <ul style="list-style-type: none"> ● 'Not valid' paper ticket ● The JRV has successfully passed Test Case 5. |
| Procedure | <ol style="list-style-type: none"> 1) Ensure that the JRV is powered up, working and displaying the Ready screen. 2) Present the not valid barcode to the JRV barcode scanner and observe for the below behaviour: <ol style="list-style-type: none"> a) JRV Graphical Display is red and displays "Not Valid" b) JRV Speaker emits the 'Not Valid Beep' |
| Expected Results | <p>The JRV will present the user with the expected positive feedback:</p> <ol style="list-style-type: none"> a) JRV Graphical Display is red and displays "Not Valid" b) JRV Speaker emits the 'Not Valid Beep' |
| Pass/Fail Criteria | The test passes when all steps listed above are noted as passed. |
| Results | Results are to be recorded within the IAT-R. |



3.7 Test Case 8 – Mobile Barcode Ticket: Entitlements (if applicable)

| | |
|------------------------------------|--|
| Purpose | To verify that the JRV behaves as expected when presented with a valid barcode ticket with an entitlement (e.g. reduced fare ticket). |
| Objectives | Confirm that the JRV presents expected indication to the user when presented with a valid barcode with an entitlement (e.g., reduced fare ticket). |
| Approximate Time Required | 1 min |
| Prerequisites/Preconditions | <ul style="list-style-type: none"> ● Valid ticket with a reduced fare (child or senior) via app ● The JRV has successfully passed Test Case 6. |
| Procedure | <ol style="list-style-type: none"> 1) Ensure that the JRV is powered up, working and displaying the Ready screen. 2) Present the valid barcode to the JRV barcode scanner and observe for the below behaviour: <ol style="list-style-type: none"> a) JRV Graphical Display is yellow and displays “Show ID” b) JRV Speaker emits the ‘Check Beep’ |
| Expected Results | <p>The JRV will present the user with the expected positive feedback:</p> <ol style="list-style-type: none"> a) JRV Graphical Display is yellow and displays “Show ID” b) JRV Speaker emits the ‘Check Beep’ |
| Pass/Fail Criteria | The test passes when all steps listed above are noted as passed. |
| Results | Results are to be recorded within the IAT-R. |



3.8 Test Case 9 – SmartCard Ticket (if applicable)

| | |
|---|--|
| Purpose | To verify that the JRV behaves as expected when presented with a valid Smart Card travel card |
| Objectives | Confirm that the JRV presents expected message to the user when presented with a DESFIRE Smart Card Ticket |
| Approximate Time Required | 1 min |
| Prerequisites/ Preconditions | <ul style="list-style-type: none"> ● Valid DESFIRE Smart Card Ticket ● The JRV has successfully passed Test Case 7. |
| Procedure | <ol style="list-style-type: none"> 1) Ensure that the JRV is powered up, working and displaying the Ready screen. 2) Present the travel card to the JRV card scanner and observe for the below behaviour: <ol style="list-style-type: none"> a) JRV Graphical Display is green and displays “Valid” b) JRV Speaker emits the ‘Valid Beep’ |
| Expected Results | <p>The JRV will present the user with the expected positive feedback:</p> <ol style="list-style-type: none"> a) JRV Graphical Display is green and displays “Valid” b) JRV Speaker emits the ‘Valid Beep’ |
| Pass/Fail Criteria | The test passes when all steps listed above are noted as passed. |
| Results | Results are to be recorded within the IAT-R. |



SCHEDULE 5

Masabi Hardware Warranty Plan



CONFIDENTIAL



Revision History

| Author | Version | Date | Details of Change |
|------------|---------|------------|---|
| MC | 00 | 2018-05-22 | Draft |
| MC | 01 | 2018-06-12 | Initial Release |
| MC | 02 | 2018-07-16 | Removed unrequired content |
| MC | 03 | 2018-10-12 | Correction in §2(6c) Addition of §2(6d) |
| MC | 04 | 2018-11-20 | Correction in §3 |
| MC | 05 | 2020-03-23 | Correction in document header. Correction in §1 Clarification of time zone in §2(2) Correction in §2(5) Addition of §2(9) Addition of §2(10) Addition of §2(11) Combine §3.1 into §3 Simplified §3 Promote §3.2 to §4 Simplified §4 Changed title of Appendix A |
| MC (IP) | 06 | 2020-03-25 | Updated §2(6a) following input from IP. |
| CR (Legal) | 07 | 2020-10-13 | Updated §2(6b) and §3 re costs of return |
| KP (Legal) | 08 | 2023-08-23 | General update to all sections. |

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Masabi Hardware - Warranty Plan

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1 Introduction

This Warranty Plan contains the standard warranty terms applicable to hardware provided by Masabi, including the procedures for returning suspected faulty hardware for repair and/or replacement.

The provisions of this Warranty Plan will also apply during any Extended Warranty Period, i.e. where the Customer or Agency has purchased an extension to the standard 12-month Warranty Period for an additional number of months or years as agreed between Masabi and the Customer/Agency in writing and for which payment to Masabi has been received in full.

The contents of this document may be superseded or supplemented by project, deployment, Customer specific warranty plan or other agreement.

1.1 Glossary

| Term | Definition |
|------|-------------------------------|
| RMA | Return Material Authorisation |

1.2 References

| Ref. | Title | Version |
|------|----------|---------|
| | DP1-0001 | 08 |



2 Standard Warranty Terms (Hardware)

| # | Definition |
|----|---|
| 1 | Masabi warrants that the hardware it provides shall be free from defects in manufacturing and workmanship - the “Warranty” - for the Warranty Period. |
| 2 | The “Warranty Period” is twelve (12) months commencing at 00:01 local time on the day following delivery of the hardware to the Customer. |
| 3 | Failed hardware shall be sent for investigation and repair on a return-to-base (RTB) basis. |
| 4 | Other than where an Exception applies, the failed hardware covered under the Warranty within the Warranty Period shall, at Masabi’s sole discretion, either be repaired and returned, or the hardware replaced, free of charge to the Customer (including costs associated with return shipping, duty, etc.). |
| 5 | Masabi shall repair or replace any failed hardware covered under the Warranty within the Warranty Period provided no Exceptions apply. The Exceptions are set out in in Sections 5 (a) – (f) below: |
| 5a | The Customer or Agency, its staff, agents, subcontractors or other parties acting on its behalf or under its instruction either did not follow, or incorrectly followed, any oral or written instruction provided by Masabi as to the storage, installation, commissioning, use or maintenance of the hardware, or (if there are no such instructions) good trade practice. |
| 5b | The hardware is found to be either faulty or damaged as a result of an event outside the reasonable control of Masabi (a “Force Majeure” event). Such Force Majeure events include, but are not limited to, fire, flood, earthquake or similar natural disasters, riot, war, terrorism, civil strife, labour disputes or disturbances, industry-wide material shortages outside Masabi’s reasonable control, an epidemic/pandemic or other viral disease outbreak, governmental regulations, communication or utility failures or any other events outside the reasonable control of Masabi. |
| 5c | The hardware is faulty due to general wear and tear or is damaged as a result of intentional vandalism or destruction. |
| 5d | The hardware is faulty due to mishandling or misuse by the Customer or Agency, its staff, agents, subcontractors or other parties acting on its behalf or under its instruction. |
| 5e | The Customer or Agency, its staff, agents, subcontractors or other parties acting on its behalf or under its instruction, alters or repairs the hardware without the prior written consent of Masabi. |
| 5f | The Customer or Agency, its staff, agents, subcontractors or other parties acting on its behalf or under its instruction improperly use the hardware or use the hardware outside of its normal application. |



| | |
|----|--|
| | Masabi shall not, in any circumstances, be liable under the Warranty where any of the Exceptions set out in Sections 5 (a) – (f) above apply. |
| 6 | Repaired or replacement hardware will be shipped for return to the Customer or Agency within 25 business days of its arrival with Masabi, subject to any delays caused by the Customer or Agency. |
| 7 | Masabi will provide the Customer or Agency with a quotation to repair or replace failed hardware which falls outside the scope of the Warranty and/or Warranty Period, such repair or replacement to be carried out at the Customer's sole cost (including costs associated with shipping, duty, etc.). |
| 8 | On the expiration of the Warranty Period, Masabi will provide the Customer or Agency with a quotation for any repair or replacement of hardware, to be carried out at the Customer's sole cost (including cost associated with shipping, duty, etc.), unless Masabi has agreed in writing to extend the Warranty Period before its expiration. |
| 9 | Masabi may charge the Customer or Agency for investigating faults with hardware where it is subsequently determined that the hardware has no fault or, if there is a fault, it is not covered by the Warranty. Such charges will include a minimum handling fee of \$100 (USD) and shall also include shipping, duty, etc. |
| 10 | For the purposes of determining validity of the Warranty, the suspected failed or faulty hardware shall be considered as being reported to Masabi at the date and time that this email referencing the fault or failure is received by Masabi. |
| 11 | Any damage to the hardware caused in transit due to the use of unsuitable packaging by the Customer or Agency shall invalidate the Warranty. |



3 Returns/Exchange Process

Any suspected faulty hardware must be returned to Masabi (at Customer or Agency's cost) for repair or replacement. The below process shall be followed to achieve this:

1. The Customer or Agency shall inform Masabi of the suspected faulty hardware by submitting a completed RMA Request Form (Appendix A) to support@masabi.com.
2. Masabi will raise a Zendesk ticket, verify whether the suspected faulty hardware is within the Warranty and Warranty Period and issue the Customer or Agency with a Return Material Authorization (RMA) number which must accompany the returned hardware.

Note: The Customer or Agency shall be informed if the hardware is not within the Warranty Period. In such circumstances, return of the hardware to Masabi will be at the Customer's sole cost.

3. Upon receipt of the RMA number, the Customer or Agency will arrange for the unit to be suitably packed, preferably in purpose build or its original packaging.

Note: Any damage caused to the hardware in transit due to the use of unsuitable packaging shall invalidate the Warranty.

4. Once packed, the Customer shall inform Masabi that the hardware is ready for collection and confirm:
 - a. the address for collection is as listed on the RMA Request Form;
 - b. the weight of the package; and
 - c. the dimensions of the package.
5. Masabi will arrange for collection of the package by a courier and the package will be collected.
6. After receiving the faulty hardware:
 - a. if the part and/or failure is within the Warranty: at Masabi's sole discretion, it shall either repair the original hardware or provide a replacement; or
 - b. if the hardware and/or failure is not within the Warranty: see Section 4 below.
7. Masabi will ship the repaired or replacement hardware to the address provided on the RMA Request Form with appropriate tracking information shared with the Customer or Agency.
8. Once the returned hardware is shown as having arrived by the courier with the Customer or Agency, the RMA is closed.

Note: Low value parts such as cable assemblies, PSUs and Configuration USB Keys will always be replaced.



4 Out of Warranty Repairs

Returned hardware will be deemed Out of Warranty if:

1. the suspected failure or fault is reported outside of the Warranty Period, or
2. The hardware is returned for a fault or failure which is outside of the scope of the Warranty as stated in Section 2 above.

When returned hardware is determined by Masabi as being Out of Warranty, Masabi shall, at its sole discretion, either:

1. provide a quotation for replacement hardware; or
2. provide a quotation for the repair of the hardware.

Such quotation shall be provided to the Customer or Agency who shall, within ten (10) business days, confirm to Masabi whether the quotation is accepted or rejected.

- ✓ Where a quotation is accepted, Masabi will process the repair or replacement and ship the hardware to the Customer in accordance with Section 3(7) above, along with its corresponding invoice for the repair/replacement.
- ✗ If the quotation is rejected, any hardware which has been returned to Masabi (or its appointed subcontractor) will either be recycled, destroyed or returned to the Customer or Agency at the Customer or Agency's sole cost.

Any shipping, duty or tax costs incurred by Masabi associated with Out of Warranty hardware will be invoiced to the Customer, regardless of whether the quotation for replacement or repair is accepted.

Note: When hardware is returned and subsequently found not to be faulty and/or Out of Warranty, the Customer or Agency will be charged for the cost of shipping and handling, as well as any duty or tax costs incurred by Masabi. A minimum handling fee of \$100.00 (USD) will be charged.

Note: When the repair of hardware is anticipated to be uneconomical i.e. the likely cost of repair is approximately the same as, or more than, a replacement part, or where the original part is discontinued or considered end of life, Masabi will provide a quotation for a replacement. In this case, at the sole discretion of Masabi, the Customer or Agency may be requested to store the faulty hardware until such time as it can be collected (rather than arranging for it to be shipped to Masabi).

Note: Cable assemblies, PSUs and Configuration USB Keys are uneconomical to repair and therefore will always be replaced.



Appendix A – RMA Request Form

Please complete the below section of this form and send it to support@masabi.com to arrange for the replacement or repair of faulty hardware.

| | | | |
|-----------------|--|-------------------|--|
| Serial No. | | Part No. | |
| Station/Vehicle | | Username | |
| FCA & Turnstile | | Parent Serial No. | |
| Date | | Time | |
| Removed By | | Reported By | |
| Return Address | | Contact Name | |
| | | Contact Tel. | |
| | | Contact E-mail | |

Reason for replacement/failure description:

Health Monitoring state at time of failure:

| | | |
|---------------|--|-------------|
| RMA No. | | Date Issued |
| RMA Issued By | | ZenDesk No. |

Schedule 6

In-App End User Terms

“[NAME OF TRANSIT AGENCY] Mobile Tickets” Terms and Conditions

Definitions and descriptions

Thank you for using the (“[NAME OF TRANSIT AGENCY]”) mobile ticketing app (the “App”). The App is brought to you by [NAME OF TRANSIT AGENCY], with mobile ticket sales provided by Masabi LLC (“Masabi”). These terms and conditions will govern the purchase and use of [NAME OF BRAND TICKET] via the App and used on any [NAME OF TRANSIT AGENCY] [bus/train/other] service. [NAME OF TRANSIT AGENCY] and Masabi may modify the terms and conditions relating to mobile ticketing at any time by posting revised terms and conditions. This will not affect any existing terms accepted by you when making your purchase via the App. When downloading the App, you are also agreeing to be bound by these terms.

The App

[NAME OF TRANSIT AGENCY] grants you the right to download, install and use the App on your mobile handset to purchase passes and access information in accordance with these terms and conditions.

Once you have downloaded the App you will be able to purchase tickets to travel with [NAME OF TRANSIT AGENCY]. All tickets purchased through the App are subject to our [Conditions of Carriage] which can be found at [WEBSITE URL].

You do not and will not own the App or any information that is provided to you through it or [NAME OF TRANSIT AGENCY], but you may use the App in accordance with these terms and conditions solely for the purposes of purchasing and using mobile passes and accessing transport information for your own personal use and not for any other purpose. The App is owned by the [NAME OF TRANSIT AGENCY] and may only be used for your own personal use. You must not try to alter, modify or in any way try to copy or transfer the mobile ticket facility to any other users.

The App is provided to you free of charge. [NAME OF TRANSIT AGENCY] can suspend access to purchasing passes through the mobile application and can do so for any reason. You must ensure that your mobile device has the required version of the relevant operating system. You are responsible for all data charges incurred when using the app with your mobile phone provider.

Mobile Ticketing and Use

[NAME OF TRANSIT AGENCY] [NAME OF BRAND OF TICKET] are available to purchase via your mobile phone using the App. Once you have purchased the ticket it will be delivered as a [NAME OF BRAND OF TICKET] to your mobile phone. [NAME OF BRAND OF TICKET] sold on the App are for use on [NAME OF TRANSIT AGENCY] services only in the times and in the areas as specified at the time of purchase.

The price you pay for the [NAME OF BRAND OF TICKET] will be valid for the duration on the ticket and any subsequent price changes during the validity of the ticket will not affect the [NAME OF BRAND OF TICKET] you have already purchased.

[NAME OF BRAND OF TICKET] are valid immediately for travel at the time you make your purchase. [Please ensure that you wish to travel on the day you specify when purchasing the ticket as no refunds will be given.] [DELETE IF NOT APPLICABLE]

For tickets purchased with a credit or debit card, the appropriate payment will be deducted from your bank account at time of purchase. Please note that your debit/credit card details will be stored on our systems. Students purchasing the [NAME OF BRAND OF TICKET] will be asked to provide proof of full time education which must be provided within 10 days of purchase. Failure to do so

will result in your [NAME OF BRAND OF TICKET] being cancelled. No refunds will be given.
[DELETE IF NOT APPLICABLE]

[NAME OF BRAND OF TICKET] are downloaded to your registered mobile device through the App.

[NAME OF BRAND OF TICKET] must be activated prior to you boarding the [bus/train/other]. Please ensure you have sufficient battery charge to show to the driver and/or validate your ticket via an onboard validation device and for the whole duration of your journey, as the [NAME OF TRANSIT AGENCY] does not accept any liability for any loss you may incur in the event that you do not have sufficient battery life on your mobile device.

Please allow time for the App to load whilst waiting for the [bus/train/other]. If you are unable to display the [NAME OF BRAND OF TICKET] on your phone the full cash fare must be paid. No refund will be given.

You may be asked to show your [NAME OF BRAND OF TICKET] to an Inspector or any member of staff employed by the [NAME OF TRANSIT AGENCY] or local transit police. [NAME OF TRANSIT AGENCY] reserve the right to refuse travel on invalid [NAME OF BRAND OF TICKET] or if used on a stolen phone. The [NAME OF BRAND OF TICKET] are not transferable and may only be used by the registered phone user, and [NAME OF BRAND OF TICKET] do not give you priority over other passengers.

A mobile ticket refers to a type of pass valid for use on [NAME OF TRANSIT AGENCY] bus and rail service, which is purchased only the App on an iOS or Android device or any other hand-held device running the appropriate software allowing you to download the App. The security of your mobile phone or pass is your responsibility. In the event that the pass or your mobile phone is lost or stolen, [NAME OF TRANSIT AGENCY] will not provide a duplicate or replacement pass.

Your mobile pass must be displayed clearly on the mobile phone screen to the operator every time you board an [NAME OF TRANSIT AGENCY] bus, or when requested by a fare inspector, police officer or bus/train operator to view the mobile pass. The mobile pass must be retained during your entire trip on an [NAME OF TRANSIT AGENCY] vehicle. Failure to show a valid pass is considered fare evasion and is subject to enforcement actions according to [NAME OF TRANSIT AGENCY] policy and local laws. If you are unable to show a valid pass, you may be subject to a fine or other enforcement action.

If the mobile pass has been damaged or is not readable in any way, it becomes invalid and a new one must be purchased. If you delete the App you will also delete your mobile passes. If you reinstall the App on the same device it was deleted, your passes will be downloaded to the device. You cannot print or transfer mobile passes.

Your [NAME OF TRANSIT AGENCY] mobile pass will be sold to you via the [NAME OF TRANSIT AGENCY]'s mobile pass partner, Masabi. The mobile pass itself creates a contract between you and [NAME OF TRANSIT AGENCY] for the provision of the transport services that the mobile pass allows you to use. It is [NAME OF TRANSIT AGENCY] that provides these services to you under the mobile pass and in no event will Masabi be responsible for or have any liability to you in relation to these services or their availability or performance (including your use or access to any [NAME OF TRANSIT AGENCY] vehicle, the [NAME OF TRANSIT AGENCY] network, your use of any services provided under your mobile pass or for your use of the App).

Prices and Receipts

When you purchase a mobile ticket or pass on the App, you will be notified of the price before you confirm your purchase. For information on fares please visit the [NAME OF TRANSIT AGENCY] fare information web page at [xxx]. Once you complete your purchase, a receipt will be emailed to the email address you provided.

[Discount Fares]

[Seniors 65+; individuals with disabilities; Medicare recipients; and students in elementary, middle, and high school, ages 6-19, are eligible for discount fares. Only eligible individuals may use a discounted mobile pass. The passenger must be able to present proof of eligibility to the bus operator when boarding a bus, or to a fare inspector on rail vehicles. Unauthorised use of discounted fare programs is a form of fare evasion and will be enforced according to [NAME OF TRANSIT AGENCY] policy and the laws of [Transit Agency to insert the applicable law]. For more information on discount fares please visit the [NAME OF TRANSIT AGENCY] fare information web page at xxx.] [Delete or amend this section as required]]

Changes, Refunds, and Replacements

All refund requests will be reviewed on a case by case basis. In general, mobile passes cannot be replaced, changed, cancelled, or refunded except under very special circumstances, including but not limited to mobile application service disruptions. The decision to replace, change, cancel or refund a mobile pass is made at [NAME OF TRANSIT AGENCY]'s sole and absolute discretion. You can submit a request for a refund by calling [NAME OF TRANSIT AGENCY] support line [insert details]. Please note that where a refund is made it shall be for the pass price only. Any other associated fees are non-refundable. Neither [NAME OF TRANSIT AGENCY] nor Masabi shall be obliged to replace, change, cancel, or replace a ticket when [NAME OF TRANSIT AGENCY] has reason to believe that the circumstances prompting the replacement, change, cancellation, or replacement is the result of fraud.

Data charges

The App is free, but data charges may be incurred to you by your cell phone network provider. You are responsible for any such costs. [NAME OF TRANSIT AGENCY] will not take responsibility for any connectivity issues you may experience.

Availability & Updates

The mobile pass can be used on all [NAME OF TRANSIT AGENCY] bus and rail service [except [insert/delete as applicable]]. Travel is based on fare applicability on [NAME OF TRANSIT AGENCY] services at the time of purchasing a pass. The mobile pass is valid when the ticket is activated on the mobile app after purchase. You may not start your trip on a [NAME OF TRANSIT AGENCY] vehicle until you have a valid pass. Once purchased, the mobile pass will specify the fare type, the validity of the pass and its expiration date. [NAME OF TRANSIT AGENCY] reserves the right to issue updates to the mobile application, in which case you may not be able to continue use of the version of the mobile application installed on your mobile handset without downloading the latest update. [NAME OF TRANSIT AGENCY] recommends that you download and install all updates issued. [NAME OF TRANSIT AGENCY] is not liable for errors which become apparent in old versions of the mobile application.

Materials, Ownership and Restrictions on Use

The mobile ticket app is operated by [NAME OF TRANSIT AGENCY] and is either owned by [NAME OF TRANSIT AGENCY] or its third party licensors (including without limitation Masabi) and any data (excluding your Personal Information), text, graphics, images, audio and video clips, logos, icons, software and links and any intellectual property and other rights relating thereto within or provided by the App (together the "Content"), are and will remain the property of [NAME OF TRANSIT AGENCY] or Masabi or their respective licensors. You may not copy (other than copies made incidentally on your mobile in the course of your use of the mobile ticket app), reproduce, republish, upload, post, transmit or distribute the mobile ticket app or any of its content without the prior written permission of [NAME OF TRANSIT AGENCY] and its licensors. Nor may you: (i) reverse engineer, decompile or seek to obtain the source code to the mobile ticket app except where and to the extent expressly required to be permitted by applicable law; or (ii) make or seek to make derivative works based on the mobile ticket app. Use or downloading of the mobile

ticketing app is conditioned on acceptance of the terms and conditions of this agreement. By using or downloading the mobile ticketing app, you agree to such terms and conditions. The mobile ticketing app is supplied to you by [NAME OF TRANSIT AGENCY] and neither Masabi nor any of [NAME OF TRANSIT AGENCY]'s other third party licensors shall have any liability to you arising out of or in connection with the mobile ticketing app.

[Transit Agency to insert the applicable law] law applies to these terms and conditions and users agree that any dispute between [NAME OF TRANSIT AGENCY] and the users of the App regarding the mobile application or any mobile pass or arising out of or in connection with these terms and conditions are subject to the exclusive jurisdiction of the [insert jurisdiction] Courts.

Liability Disclaimer

In no event will [NAME OF TRANSIT AGENCY] or Masabi be liable for any direct, indirect, special, punitive, exemplary or consequential losses or damages of whatsoever kind arising out of your use or access to mobile pass or the App, including loss of profit or the like whether or not in the contemplation of the parties, whether based on breach of contract, tort (including negligence), product liability or otherwise. Neither [NAME OF TRANSIT AGENCY] nor Masabi shall be liable for any damage or alteration to your equipment including but not limited to computer equipment, handheld device or mobile telephones as a result of the installation or use of the App or any mobile pass. Nothing in these terms and conditions shall exclude or limit a person's liability for death or personal injury caused by negligence or for fraud or fraudulent misrepresentation or any other liability which cannot be excluded or limited under applicable law.

Neither the [insert Agency name] nor Masabi are responsible for any delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities not under the control of Masabi or the [insert Agency name], or their subcontractors, including the internet, and you acknowledge that the App may be subject to limitations, delays and other problems inherent in the use of such communications facilities.

You acknowledge and accept that the App may be subject to limitations, delays and other problems inherent in the use of communications networks and facilities (including the internet) not under the control of the [insert Agency name] or its provider Masabi.

Legal responsibility

If you lose your mobile phone with a valid [NAME OF BRAND OF TICKET] saved on it, please call our customer support number at [phone number]. Any value remaining on your [NAME OF BRAND OF TICKET] will be transferred to your new mobile phone.

[NAME OF TRANSIT AGENCY] may cease to operate the service at any time, in which case the values of any balance associated with unused tickets at that time will be refunded.

Privacy

The collection, use, and security of information obtained from customers using "[NAME OF TRANSIT AGENCY] Mobile Tickets" are subject to [NAME OF TRANSIT AGENCY]'s Privacy Policy, as amended. This policy is consistent with applicable governing an individual's right to privacy and may be amended from time to time, as deemed necessary by [NAME OF TRANSIT AGENCY]. The Privacy Policy is posted on the [NAME OF TRANSIT AGENCY] website at [insert URL].

Support

If you have any questions or problems with the mobile applications, please review the FAQs at [insert URL to be provided by the Agency – with the FAQs to be written by the Agency] for answers to the most common questions [NAME OF TRANSIT AGENCY] receives from its users. If that does not answer your questions, please contact [NAME OF TRANSIT AGENCY] Customer Care at [insert email address and/or phone number].

SCHEDULE 7



**Masabi Hardware:
Payment Card Industries (PCI)
Hardware Compliance Plan**

Document No.: DP3-0001
Version: 04
Date: 2025-02-10

CONFIDENTIAL

Revision History

| Author | Version | Date | Details of Change |
|--------|---------|------------|---|
| CB | 00 | 2019-06-10 | DRAFT |
| MC | 0A | 2019-06-19 | DRAFT - Review of Initial Draft |
| CB | 0B | 2019-07-01 | DRAFT - Second Review |
| CB | 01 | 2019-12-13 | Release |
| MC | 02 | 2023-05-14 | Modified document to include coverage for the Access IS / HID VAL100, XAC AT150, and XAC C150SE. Added decommissioning instructions with modified decommissioning instructions for the C150S and C150SE as approved by XAC (i.e., removal of battery rather than disassembly of enclosure). Added requirement to replace battery in the JRV and/or JRPV during Annual Inspection Added more information about how devices should be protected during return shipping in the event of RMA of a faulty unit. |
| MC | 03 | 2024-10-09 | Modified document to include coverage for the HID VAL150. |
| MC | 04 | 2025-02-10 | Modified document to include coverage for the Famoco FX925R Onboard Validator and PX925R Platform Validator. |

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1 Introduction

In order to allow contactless EMV (cEMV) bank (debit) and credit cards to be used as tokens within the Justride platform it is necessary for validation hardware to be capable of interacting with these cards. To provide this functionality, some validators supported by Masabi contain a contactless smartcard reader with the necessary approvals to interact with cEMV cards, handle Cardholder data and contain the encryption keys needed to process payments.

In order to minimise abuse or fraud, and increase controls around cardholder data, card brands, such as Visa, Mastercard and American Express, mandate that systems processing card payments or handling Cardholder data must fulfil the Payment Card Industry Data Security Standard (PCI DSS). PCI DSS compliance is validated by periodical assessment by a Qualified Security Assessor (QSA). In addition, the hardware used to complete transactions must have Payment Card Industry (PCI) PIN Transaction Security (PTS) Point of Interaction (POI) device approval.

At the time of writing, the hardware covered by this document includes:

- **On-Board Validators (OBVs):**
 - **Masabi Justride Validator (JRV)** - which contains a XAC xNFC_C150-S (“C150S”) or a XAC nNFC_C150-SE (“C150SE”) contactless card reader that is certified to PCI PTS v4.0 or v6.0 respectively, as well as EMV contactless Level 1 and Level 2 for various card payment brands. Collectively these devices may be referred to as “C150”.
 - **Access IS / HID VAL100 fitted with ATR220 TripTik reader** - this variant of the VAL100 contains an ATR220 reader that is certified to PCI PTS v5.0 as well as EMV contactless Level 1 and Level 2 for various card payment brands.
 - Famoco FX925R - which contains an Ingenico OPEN/1500 PCI PTS 5.1 (or higher) approved reader as well as certified to EMV Co. Level 1 and with Level 2 Kernels for various payment card brands.
- **Platform Validators (PVs):**
 - **Masabi Justride Platform Validator (JRPV)** - which contains a XAC xNFC_C150-S (“C150S”) or a XAC nNFC_C150-SE (“C150SE”) contactless card reader that is certified to PCI PTS v4.0 or v6.0 respectively, as well as EMV contactless Level 1 and Level 2 for various card payment brands. Collectively these devices may be referred to as “C150”.
 - **Access IS / HID VAL150 fitted with ATR220 TripTik reader** - this derivative of the VAL100 similarly contains a ATR220 reader that is certified to PCI PTS v5.0 as well as EMV contactless Level 1 and Level 2 for various card payment brands.
 - Famoco PX925R - which contains an Ingenico OPEN/1500 PCI PTS 5.1 (or higher) approved reader as well as certified to EMV Co. Level 1 and with Level 2 Kernels for various payment card brands.
- **Handheld Devices:**
 - **XAC xCL_AT-150 (“AT150”)** mobile payment terminal which is certified to PCI PTS v5.0 as well as EMV contactless Level 1 and Level 2 for various card payment brands.

As part of ensuring compliance with PCI DSS, and to prevent an invalidation of the PCI PTS POI device approval for a particular device, hardware must be handled and inspected in certain ways throughout its lifecycle. This document contains herein the generic process and procedures for the handling of the above hardware to meet these requirements.

Warning: If Masabi reasonably determines that the Agency has failed to comply with the requirements set out in this document, it may, at the sole discretion of Masabi, result in the withdrawal of cEMV capability from the platform or other actions deemed appropriate to either return the system to a PCI compliant state or otherwise remove it from service to protect Cardholder data and/or Masabi's PCI DSS compliance, at the sole cost of the Agency.

Note: For deployments which are not currently accepting cEMV cards, the requirements in this document must be observed for this capability to be enabled later. If they are not, each device must be returned to Masabi prior to their being used for cEMV interactions. Unless contractually agreed otherwise, this will be completed at the Agency's expense.

1.1 Purpose

This document outlines herein the mandated handling requirements and procedures applicable to Masabi's customers deploying hardware that is or may be used to handle cEMV interactions with the intention to ensure that the deployment is compliant with the requirements of PCI DSS and the unit remains within its PCI PTS POI approvals.

1.2 Objective

The intention of this document is to ensure that Agencies are provided with all necessary information so that cEMV enabled hardware deployments are compliant with PCI DSS. In order to achieve this this document will outline the below:

- Handling and storage requirements
- Inspection requirements
- Personnel training requirements

1.3 Conventions

Throughout this document the following format will be used for notes and important information:

Important: Mandatory and important notes that must be fulfilled

Note: Important notes regarding mandatory requirements that may affect correct operation but do not present a safety risk or danger of damage to equipment.

Recommendation: A non-mandatory addition to the instruction intended to highlight methods of completing actions that were previously found to be the most efficient or easiest.

Throughout this document Masabi's Customer will be referred to as "the Agency", transit riders or Customers of the Agency will be referred to as "Cardholders".

1.4 Glossary

| Acronym | Definition |
|---------|------------------------------|
| cEMV | Contactless EMV |
| DSS | Data Security Standards |
| EMV | Europay Mastercard Visa |
| IAT | Installation Acceptance Test |
| JRPV | Justride Platform Validator |
| JRV | Justride Validator |
| OBV | On-Board Validators |

| | |
|-----|---|
| PCI | Payment Card Industry |
| PIN | Personal Identification Number |
| POI | Point of Interaction |
| PTS | PIN Transaction Security |
| PV | Platform Validators |
| QSA | Qualified Security Assessor |
| XAC | Manufacturer of the C150S and C150SE card readers found in JRV and JRPV validators. |

2 Responsibility

With whom responsibility for PCI DSS compliance lies depends on who is the merchant of record and therefore may differ between deployments; however, in general:

The Agency is responsible for ensuring that the requirements set out in this document, and any supplementary documentation that may be applicable to the particular deployment, are carried out and appropriately documented. During the course of a project to deploy cEMV capable hardware, the Agency shall identify a suitable person, or position, within their organisation to act as the nominated responsible person and point of contact for PCI DSS compliance and compliance with the requirements set out in this document. That person or the Agency may also identify suitable deputies for this role. The nominated responsible person and their deputies will be recorded and shared with Masabi in line with the established governance for the project.

Masabi is responsible for ensuring that this document is kept up to date and new versions are provided to the Agency as and when changes in PCI DSS or internal processes require.

3 Delivery, Storage, Installation/Commissioning & Disposal

Throughout the life cycle of any individual piece of cEMV capable hardware it must be handled in accordance with the requirements laid out in this section to ensure that it is still in compliance with PCI DSS. The key life cycle stages are delivery, storage, installation/commissioning, operation and disposal. This section provides an outline of the processes that are to be followed at the delivery, storage, installation and disposal stages.

3.1 Delivery

Before hardware is deployed it is important to ensure that it has arrived at the Agency in the same state that it was shipped. Masabi therefore requires that the Agency perform an inspection of each consignment, and piece of hardware within it, to validate that security, and therefore PCI DSS compliance, has been maintained.

Prior to shipment a consignment of hardware will be sealed with tamper evident bags, labels and/or tape. Masabi will inform the Agency of the expected design of these ahead of delivery. Upon delivery, or as soon thereafter as possible, suitably trained and authorised Agency staff shall verify that the seals are intact and that the consignment shows no other sign of tampering.

If the seal is broken, or other signs of tampering are identified, the Agency shall inform Masabi via support@masabi.com so that further instructions can be provided. Ultimately, if a shipment or piece of hardware is suspected of being tampered with, it will be returned to Masabi where steps will be undertaken to ensure the security of the cEMV card reader, e.g., by replacement, before the hardware is returned to the Agency. The above inspection shall be carried out upon the return of any hardware to the Agency.

Once the packaging has been inspected, the units shall be stored within the sealed packaging and as specified in the following section until such time as they are needed for installation.

3.2 Storage

Whilst not installed, e.g., prior to installation, when being held as spare stock or after being removed from the field, cEMV hardware must be stored in a secure location to which access is restricted to appropriately trained and authorised Agency staff only. This can be in the form of, for example, a locked room or cabinet to which only authorised persons have keys.

An accurate inventory of all hardware must be maintained by the Agency. The inventory shall include the serial number(s) of each piece of hardware as recorded during the delivery inspection.

Each addition or removal of a piece of hardware to or from storage must be recorded with each instance including the date and time of the movement and who it was made by.

The intention of these requirements is to ensure that the risk of devices being stolen, going missing or being tampered with is reduced as much as is practicable whilst they are out of service.

Should it be identified that a piece of cEMV hardware is missing or otherwise unaccounted for, the Agency shall inform Masabi of this immediately via email to support@masabi.com for further support.

Important: Devices in storage shall also be subject to the Annual Audit as detailed in Section 4.2.

3.3 Installation/Commissioning

This is the point at which the cEMV hardware is deployed for public service and is therefore exposed to Cardholders. It is therefore important that appropriate procedures are followed and checks made to ensure that the cEMV hardware is as it should be before this process is completed.

Depending on the type of hardware the process differs slightly:

- OBVs (JRVs, FX925Rs and VAL100s) are installed and commissioned and tested.
- PVs (JRPVs, PX925Rs and VAL150s) are installed and commissioned and tested.
- Handheld Devices (AT150s) are commissioned and tested.

In this context these terms are defined thus:

- Installation - the physical mounting of the equipment onto a vehicle or other installation location including associated mechanical supports, cabling, etc.
- Commissioning - setting up hardware including providing it with the necessary connections and credentials to interact with the Masabi back office and other systems.
- Testing - verifying the operation of the hardware, associated software and supporting connectivity or other systems prior to entering revenue service.

Scripts or procedures for the installation, commissioning and/or testing of hardware, including inspections required under PCI DSS, shall be included as part of the project documentation, e.g., within the appropriate Installation Work Instruction, Commissioning Instruction and/or Installation Acceptance Test (IAT) Procedure.

The following subsections provide a general outline of the device specific activities that need to be completed.

Important: cEMV hardware must not be left unattended in an insecure area between storage and completion of installation.

3.3.1 Justride Validator (JRV)

In order to enter revenue service a JRV must undergo installation, commissioning and testing as defined within Installation Work Instruction and Installation Acceptance Test documents.

Before installation, the JRV must be carefully inspected by an appropriately trained and authorised Agency employee to confirm that the unit is suitable for use, this inspection must look for:

- Damage to the enclosure of the JRV
- Damage to the enclosure of the integral cEMV card reader
- Suspicious or extraneous wiring or parts
- Damaged or otherwise non-functioning lock
- Incorrect JRV serial number based on provided documentation
- Incorrect integral cEMV card reader serial number based on provided manifest documentation and the JRV serial number that it is within

The result of all inspections must be thoroughly recorded and provided to Masabi in accordance with the project governance for the deployment or via the Agency's Masabi account manager if installation is after initial deployment. The records, along with installation, commissioning and test records, must be marked correctly with date and (where required) time as well as the name of the person or people completing each inspection or activity.

The Agency must inform Masabi of inspection failures which indicate potential tampering via support@masabi.com so that further instructions can be provided. If a JRV is suspected of being tampered with, it will be returned to Masabi where steps will be undertaken to ensure the security of the cEMV card reader, e.g., by replacement, before being returned to the Agency. Depending on the age of the reader and nature of the inspection failure, this may or may not be covered under warranty.

At the conclusion of the installation, a final visual inspection to ensure that the JRV is properly fitted and is securely locked in position shall be completed and recorded. Again, records shall include date and, if necessary, time as well as the details of the person completing the inspection with copies provided to Masabi.

The agency must maintain an accurate record of which JRV is installed on which vehicle and the home base of that vehicle. These records must be updated if, for example, the JRV is replaced due to a fault.

Template forms for all these records will be made available to the Agency by Masabi.

Note: Where records are not provided, are incomplete, inaccurate or otherwise unsatisfactory, Masabi may, at the Agency's expense, arrange for a team to visit to verify the inspections and/or replace the units.

3.3.2 Justride Platform Validator (JRPV)

In order to enter revenue service a JRPV must undergo installation, commissioning and testing as defined within Installation Work Instruction and Installation Acceptance Test documents.

Before installation, the JRPV must be carefully inspected by an appropriately trained and authorised Agency employee to confirm that the unit is suitable for use, this inspection must look for:

- Damage to the enclosure of the JRPV
- Suspicious or extraneous wiring or parts
- Damaged or otherwise non-functioning lock
- Incorrect JRPV serial number based on provided documentation

The result of all inspections must be thoroughly recorded and provided to Masabi in accordance with the project governance for the deployment or via the Agency's Masabi account manager if installation is after initial deployment. The records, along with installation, commissioning and test records, must

be marked correctly with date and (where required) time as well as the name of the person or people completing each inspection or activity.

The Agency must inform Masabi of inspection failures which indicate potential tampering via support@masabi.com so that further instructions can be provided. If a JRPV is suspected of being tampered with, it will be returned to Masabi where steps will be undertaken to ensure the security of the cEMV card reader, e.g., by replacement, before being returned to the Agency. Depending on the age of the reader and nature of the inspection failure, this may or may not be covered under warranty.

At the conclusion of the installation, a final visual inspection to ensure that the JRPV is properly fitted and is securely locked in position shall be completed and recorded. Again, records shall include date and, if necessary, time as well as the details of the person completing the inspection with copies provided to Masabi.

The agency must maintain an accurate record of where each JRPV is installed. These records must be updated if, for example, the JRPV is replaced due to a fault.

Template forms for all these records will be made available to the Agency by Masabi.

Note: Where records are not provided, are incomplete, inaccurate or otherwise unsatisfactory, Masabi may, at the Agency's expense, arrange for a team to visit to verify the inspections and/or replace the units.

3.3.3 Access-IS / HID VAL100 and VAL150

In order to enter revenue service a VAL100 or VAL150 must undergo installation, commissioning and testing as defined within Installation Work Instruction and Installation Acceptance Test documents.

Before installation, the VAL100 or VAL150 must be carefully inspected by an appropriately trained and authorised Agency employee to confirm that the unit is suitable for use, this inspection must look for:

- Damage to the enclosure of the VAL100 or VAL150
- Suspicious or extraneous wiring or parts
- Damaged or otherwise non-functioning lock
- Incorrect VAL100 or VAL150 serial number based on provided documentation

The result of all inspections must be thoroughly recorded and provided to Masabi in accordance with the project governance for the deployment or via the Agency's Masabi account manager if installation is after initial deployment. The records, along with installation, commissioning and test records, must be marked correctly with date and (where required) time as well as the name of the person or people completing each inspection or activity.

The Agency must inform Masabi of inspection failures which indicate potential tampering via support@masabi.com so that further instructions can be provided. If a VAL100 or VAL150 is suspected of being tampered with, it will be returned to Masabi where steps will be undertaken to ensure the security of the VAL100 or VAL150, e.g., by replacement. Depending on the age of the VAL100 or VAL150 and nature of the inspection failure, this may or may not be covered under warranty.

At the conclusion of the installation, a final visual inspection to ensure that the VAL100 or VAL150 is properly fitted and is securely locked in position shall be completed and recorded. Again, records shall include date and, if necessary, time as well as the details of the person completing the inspection with copies provided to Masabi.

The agency must maintain an accurate record of which VAL100 is installed on which vehicle and the home base of that vehicle. These records must be updated if, for example, the VAL100 is replaced due to a fault.

The agency must maintain an accurate record of where each VAL150 is installed. These records must be updated if, for example, the VAL150 is replaced due to a fault.

Template forms for all these records will be made available to the Agency by Masabi.

Note: Where records are not provided, are incomplete, inaccurate or otherwise unsatisfactory, Masabi may, at the Agency's expense, arrange for a team to visit to verify the inspections and/or replace the units.

3.3.4 Famoco FX925R and PX925R

In order to enter revenue service a FX925R or PX925R must undergo installation, commissioning and testing as defined within its installation and Installation Acceptance Test documents.

Before installation, the FX925R or PX925R must be carefully inspected by an appropriately trained and authorised Agency employee to confirm that the unit is suitable for use, this inspection must look for:

- Damage to the enclosure of the FX925R or PX925R
- Suspicious or extraneous wiring or parts
- Damaged or otherwise non-functioning lock
- Incorrect FX925R or PX925R serial number based on provided documentation

The result of all inspections must be thoroughly recorded and provided to Masabi in accordance with the project governance for the deployment or via the Agency's Masabi account manager if installation is after initial deployment. The records, along with installation, commissioning and test records, must be marked correctly with date and (where required) time as well as the name of the person or people completing each inspection or activity.

The Agency must inform Masabi of inspection failures which indicate potential tampering via support@masabi.com so that further instructions can be provided. If a FX925R or PX925R is suspected of being tampered with, it will be returned to Masabi where steps will be undertaken to ensure the security of the FX925R or PX925R, e.g., by replacement. Depending on the age of the FX925R or PX925R and nature of the inspection failure, this may or may not be covered under warranty.

At the conclusion of the installation, a final visual inspection to ensure that the FX925R or PX925R is properly fitted and is securely locked in position shall be completed and recorded. Again, records shall include date and, if necessary, time as well as the details of the person completing the inspection with copies provided to Masabi.

The agency must maintain an accurate record of which FX925R is installed on which vehicle and the home base of that vehicle. These records must be updated if, for example, the FX925R is replaced due to a fault.

The agency must maintain an accurate record of where each PX925R is installed. These records must be updated if, for example, the PX925R is replaced due to a fault.

Template forms for all these records will be made available to the Agency by Masabi.

Note: Where records are not provided, are incomplete, inaccurate or otherwise unsatisfactory, Masabi may, at the Agency's expense, arrange for a team to visit to verify the inspections and/or replace the units.

3.3.5 XAC AT150

In order to enter revenue service, an AT150 must undergo commissioning and testing as defined within the appropriate commissioning document.

Before commissioning, the AT150 must be carefully inspected by an appropriately trained and authorised Agency employee to confirm that the unit is suitable for use, this inspection must look for:

- Damage to the enclosure of the AT150
- Suspicious or extraneous wiring or parts
- Incorrect AT150 serial number based on provided documentation

The result of all inspections must be thoroughly recorded and provided to Masabi in accordance with the project governance for the deployment or via the Agency's Masabi account manager if after initial deployment. The records, along with commissioning and test records, must be marked correctly with date and (where required) time as well as the name of the person or people completing each inspection or activity.

The Agency must inform Masabi of inspection failures which indicate potential tampering via support@masabi.com so that further instructions can be provided. If an AT150 is suspected of being tampered with, it will be returned to Masabi or the OEM, XAC, where steps will be undertaken to ensure the security of the AT150, e.g., by replacement. Depending on the age of the AT150 and nature of the inspection failure, this may or may not be covered under warranty.

The agency must maintain an accurate record of which AT150 is assigned to which person or location and the home base of that person. These records must be updated if, for example, the AT150 is replaced due to a fault.

Template forms for all these records will be made available to the Agency by Masabi.

Note: Where records are not provided, are incomplete, inaccurate or otherwise unsatisfactory, Masabi may, at the Agency's expense, arrange for a team to visit to verify the inspections and/or replace the units.

3.4 Operation

Operational cEMV hardware, i.e., those that have been installed, commissioned and tested such that they enter revenue service and handle Cardholder data, must undergo a regular and robust inspection regime to identify potential tampering. This is outlined in Section 4 of this document.

During the operational stage of the hardware lifecycle, some hardware will be damaged or otherwise suspected of being faulty. In these cases the Agency must inform Masabi of the faulty unit by emailing support@masabi.com as per the Warranty Plan. In the case of cEMV capable hardware, Masabi and the Agency must additionally make a determination of whether the fault or damage was caused during an attempt to tamper with the hardware in such a way to expose Cardholder data, or payment keys, et cetera. The Agency shall provide Masabi with any additional information requested to complete this assessment.

Faulty or damaged hardware must still be handled with the same care, with regard to PCI, as those which are fully functional, i.e., faulty hardware must not be left unattended having been removed from service, must be stored in the same conditions as a working hardware (see Section 3.2) and must be shipped in tamper evident packaging (see Section 6)

Where hardware is replaced due to being damaged or a suspected fault, the same process followed for initial installation, commissioning and testing, particularly with regard to the inspections outlined in Section 3.3, must be followed when installing or commissioning the replacement hardware.

All records concerning storage and the details of where hardware is either installed on the vehicle or assigned to a user must be updated whenever hardware is replaced or assigned to another vehicle or individual or team to ensure their accuracy.

3.5 Decommissioning & Disposal

When cEMV hardware reaches the end of its useful lifetime it must be securely destroyed. Depending on the specific contract agreed with the Agency, this may be completed by Masabi on their behalf, and potentially at their cost, or they may request approval from Masabi to use a third party. Approval will not be unreasonably withheld by Masabi; however, all parties must be confident that disposal will be completed appropriately to maintain the security of the deployment and hence PCI compliance.

In all cases, hardware shall be shipped in packaging with tamper evident tape or labels, and shall be inspected upon delivery by the receiving partner. In the case of a third party being contracted, the destruction of each piece of hardware must be recorded with, at minimum, details including the serial number of the hardware, the date of destruction and who completed the destruction, thus forming a certificate of destruction. The certificate of destruction shall be provided to Masabi in accordance with the project governance for the deployment or via the Agency's Masabi account manager if it is after initial deployment.

The following information must be captured during decommissioning:

- Agency name
- Device Serial Number
- Device Model
- Date of Decommissioning
- Method used to erase sensitive data (i.e., tamper the device)
- Name of the authorised Agency personnel who completed or oversaw the process
- Title of the authorised Agency personnel who completed or oversaw the process
- Signature of the authorised Agency personnel who completed or oversaw the process

3.5.1 Justride Validator (JRV) & Justride Platform Validator (JRPV)

In accordance with XAC's PCI security policy for the C150S and C150SE, prior to shipment back to Masabi or disposal, the sensitive information within the C150 must be erased. This is achieved by intentionally triggering the reader's tamper protection following the below instructions:

- 1) If powered, power down the validator.
- 2) Open the enclosure of the validator to gain access to the C150 SAM slots.
- 3) Remove the battery from the holder in the rear of the reader. This battery provides an energy source to the tamper protection within the reader when it is disconnected from an external supply.



- 4) Power up the validator, ensuring that the C150 reader is still connected to the validator (but with the battery removed), the validator is logged in and connected to the Internet.
- 5) Confirm that the validator displays an “Out of Service” screen after power-up and boot.
- 6) Navigate to the Asset Monitoring page on the Hub and confirm that the unit is reporting “Unhealthy” with “Card Reader Tampered” as the reason.
- 7) Power down the device and label it as decommissioned.

The Agency must inform Masabi of inspection failures which indicate potential tampering via support@masabi.com so that further instructions can be provided.

Note: Where records are not provided, are incomplete, inaccurate or otherwise unsatisfactory, Masabi may, at the Agency’s expense, arrange for a team to visit to verify the inspections and/or replace the units.

3.5.2 Access IS / HID VAL100 and VAL150

In accordance with Access IS / HID’s security policy for the ATR220, all sensitive payment data should be erased from the reader during decommissioning. Where required, please contact Masabi via support@masabi.com to obtain further instructions and support.

3.5.3 Famoco FX925R and PX925R

In accordance with Ingenico’s security policy for the OPEN/1500, all sensitive payment data must be erased from the reader during decommissioning. Where required, please contact Masabi via support@masabi.com to obtain further instructions and support.

3.5.4 XAC AT150

In accordance with XAC’s security policy for the AT150, all sensitive information stored on the device must be erased during decommissioning. This is achieved by intentionally triggering the device’s tamper protection. This can be accomplished by following the steps listed in XAC’s security policy, which is available from the PCI Approved PTS Devices website:

https://listings.pcisecuritystandards.org/assessors_and_solutions/pin_transaction_devices.

4 Device Inspections

Following the successful installation, commissioning and test of cEMV hardware it will enter revenue service and then be available for use by Cardholders. In order to ensure that the hardware is not tampered with or otherwise compromised whilst in the field, it is necessary to regularly inspect the hardware.

There are two types of inspection:

- 1) The **Regular Inspection** is intended to become part of a driver's or operator's pre-departure vehicle checks for On-Board Validators, checks to be made at the start of a shift for Handheld Devices or during routine cleaning and maintenance for Platform Validators.
- 2) An **Annual Audit** is a more in-depth inspection completed by appropriately trained and authorised Agency employees to ensure that the unit is unchanged since installation.

The following subsections provide an outline of each of these inspections.

4.1 Regular Inspection

4.1.1 On-Board Validators (JRVs, FX925Rs & VAL100s)

This inspection, which is intended to become part of the driver's or operator's pre-departure vehicle checks and includes verification of the following:

- Is the OBV present and correct?
- Is the OBV securely fixed and locked onto the pole?
- Are any new or strange cables, etc., running out of the OBV?
- Does the OBV power up as expected? Are there any error messages?
- Is there anything fixed to the OBV enclosure that is not expected, e.g., labels on the unit that are not sanctioned by the Agency?

In the event that a driver identifies something that they believe is a sign of tampering, this should be raised with their supervisor for further investigation.

Important: Where tampering is suspected, the cEMV hardware must be removed from service immediately and the incident reported to Masabi.

The agency's appointed PCI responsible person or their deputy may be asked to periodically attest to Masabi or to a QSA that these visual checks of the OBVs are being undertaken as part of normal daily vehicle checks and/or maintenance checks by Agency operational staff.

The Agency must inform Masabi of inspection failures which indicate potential tampering via support@masabi.com so that further instructions can be provided.

4.1.2 Platform Validators (JRPVs, PX925Rs & VAL150s)

This inspection, which is intended to become part of maintenance staff's routine maintenance of the platform validator includes verification of the following:

- Is the PV present and correct?
- Is the PV securely fitted and locked onto the plinth?
- Are there any new or strange cables, etc., running out of the PV?
- Does the PV power up or is the PV powered up as expected? Are there any error messages?
- Is there anything fixed to the PV enclosure or plinth which is not expected, e.g., labels on the unit that are not sanctioned by the Agency?

In the event that a staff member or contractor identifies something that they believe is a sign of tampering, this should be raised with their supervisor for further investigation.

Important: Where tampering is suspected, the cEMV hardware must be removed from service immediately and the incident reported to Masabi.

The agency's appointed PCI responsible person or their deputy may be asked to periodically attest to Masabi or to a QSA that these visual checks of the PVs are being undertaken as part of normal daily vehicle checks and/or maintenance checks by Agency operational staff.

The Agency must inform Masabi of inspection failures which indicate potential tampering via support@masabi.com so that further instructions can be provided.

4.1.3 Handheld Devices

This inspection, which is intended to become part of the operator's checks at the start of their shift or work day checks and includes verification of the following:

- Is the Handheld Device present and correct?
- Is the Handheld Device located where it was expected, i.e., securely stored?
- Are any new or strange cables, etc., running out of the Handheld Device?
- Does the Handheld Device power up as expected? Are there any error messages or strange pieces of software running?
- Is there anything fixed to the Handheld Device enclosure that is not expected, e.g., labels on the unit that are not sanctioned by the Agency?

In the event that the operator identifies something that they believe is a sign of tampering, this should be raised with their supervisor for further investigation.

Important: Where tampering is suspected, the cEMV hardware must be removed from service immediately and the incident reported to Masabi.

The agency's appointed PCI responsible person or their deputy may be asked to periodically attest to Masabi or to a QSA that these visual checks of the Handheld devices are being undertaken as part of normal daily checks by Agency staff.

The Agency must inform Masabi of inspection failures which indicate potential tampering via support@masabi.com so that further instructions can be provided.

4.2 Annual Audit

In addition to the regular inspections in §4.1, an Annual Audit of all cEMV hardware, whether in storage or installed, must be completed. Masabi will provide templates that appropriately trained and authorised Agency staff will use to complete the Annual Audit.

Inspections completed during the Annual Audit include:

- Inspection of the hardware enclosure for damage or changes that may compromise the security of the unit or otherwise indicate that the device has been tampered with.
- *OBVs & PVs* - Inspection of any mechanical locks to ensure that it works correctly and can be locked and unlocked with the correct key.
- Inspection of any tamper evident labels to ensure they are present and not voided.
- Inspection of the hardware for signs of additional or extraneous wires, circuit boards, labels or other parts which are not approved by Masabi and the Agency.
- Verification of the serial number of the hardware
- *JRV only* - Verification of the serial number of the integral cEMV C150 and the combination of C150 and JRV serial number.
- Verification that all pieces of cEMV hardware are present and correct.

Important: Where tampering is suspected, the cEMV hardware must be removed from service immediately and the incident reported to Masabi.

Important: As part of their Annual Inspection, all JRVs (i.e., deployed and in storage) and JRPVs that are in storage need to have their tamper protection battery, a coin cell battery which powers the tamper protection circuitry within the card reader when the device is not connected to an external power source, replaced. This must be done while the unit is powered in accordance with instructions that are available from Masabi Support. Failure to replace this battery before its energy store is depleted will result in the unit erroneously entering a tampered state which can only be remedied at the factory.

The results of the above inspection shall be thoroughly documented, including evidence of the inspection having taken place, the date, time and location of the inspection as well as details of the person or people that completed it. The result of all inspections shall be provided to Masabi in accordance with the project governance for the deployment or via the Agency's Masabi account manager if the inspection is completed after initial deployment.

The Agency must inform Masabi of inspection failures which indicate potential tampering via support@masabi.com so that further instructions can be provided. If a unit is suspected of being tampered with, it will be returned to Masabi where steps will be undertaken to ensure the security of the cEMV card reader, e.g., by replacement or re-flashing of firmware and keys, before being returned to the Agency. Depending on the age of the reader and nature of the inspection failure, this may or may not be covered under warranty.

Note: Where records are not provided, are incomplete, inaccurate or otherwise unsatisfactory, Masabi may, at the Agency's expense, arrange for a team to visit to verify the inspections and/or replace the units.

5 Response on Discovering Tampered cEMV Hardware

In order to minimise the potential exposure of Cardholder data it is important that instances of suspected tampering are dealt with quickly. An outline for the process that may be followed upon discovery of suspected tampering with cEMV hardware is given below. The precise response will depend on the nature and severity of the issue.

Important: Where tampering is suspected, the cEMV hardware must be removed from service immediately and the incident reported to Masabi.

1. Remove the cEMV hardware from service and secure it.
2. If tampering is suspected but the person who has identified it is unsure, this should be passed to an appropriately trained and authorised Agency employee to verify. If uncertainty remains this should be escalated to the nominated responsible person within the Agency or one of their agreed deputies.

Note: If there is any doubt if the unit is tampered the device shall be handled as a manipulated unit.

3. Inform Masabi of the issue via support@masabi.com with as much information as possible, including photographs if available.

Note: Masabi may request that the tampered cEMV hardware is made available for inspection depending on the nature of the suspected tampering.

4. If necessary upon discussion with Masabi, the Agency and Masabi shall inform local law enforcement.
5. If, as determined by Masabi and the Agency, the Cardholder data environment may be affected, the implicated payment schemes must be informed by the Agency and Masabi.

Important: If the incident has affected the Cardholder data environment, and has impacted the system components within this environment, the incident must immediately be reported, its severity and other essential information provided to the applicable payment brands. The following table shows links to the major payment brands and how to handle such incidents for each:

| Payment Brand | Information on Incident Handling and Reporting |
|------------------|--|
| VISA | https://usa.visa.com/support/small-business/data-security.html |
| MasterCard | https://www.mastercard.com/content/dam/public/mastercardcom/globalrisk/pdf/ADC-Best-Practice-Manual.pdf https://www.mastercard.us/content/dam/mccom/en-us/documents/rules/SPME-Manual-February-2019.pdf |
| American Express | https://www.americanexpress.com/us/merchant/fraud-prevention.html |
| Discover Card | https://www.discoverglobalnetwork.com/solutions/pci-compliance/validation-reporting-requirements/ |

6 Returning Faulty Devices

Where a device is suspected of being faulty it will need to be returned to Masabi for repair. This is completed through our Return Material Authorisation (RMA) process as detailed in our Warranty Plan. Where returned materials include cEMV capable equipment particular security precautions are necessary to ensure that the chain of trust is maintained throughout shipping and repair of the equipment.

While the Masabi Support team may make specific requests on a case-by-case basis as to how devices are to be prepared for return shipping, etc., the generalised steps to complete are as follows:

1. Once a faulty device has been identified, follow the steps in the Warranty Plan to contact Masabi and arrange for a return.
2. Package the device(s) securely in appropriately protective packaging, preferably the original packaging although other materials can be used where this is not available.
3. Secure all openings of the external box or carton with commercial-off-the-shelf tamper evident tape, i.e., packaging tape which can only be used once as removal causes the tape to be irreversibly and obviously altered, for example by displaying the word "VOID". Ensure that the

tape sourced works effectively, i.e., that when removed it is irreversibly and obviously altered before sealing the box(es).

4. With a suitable permanent marker, the individual responsible for packing and sealing the consignment will sign their name over the tamper evident tape, ensuring that the signature goes beyond both edges of the tape, i.e., the signature is on the tape and box wall either side of the join being made by the tape. This serves to make it more difficult for a third party to obtain the same commercial-off-the-shelf tamper evident tape and reseal the boxes without detection. Repeat for each piece of tamper evident tape used on the box.
5. Take a photograph of each signature and send it to Masabi Support quoting your RMA number. This allows Masabi to compare the box, tape and signature on arrival to help ensure that it has not been altered in transit.

Masabi will return repaired units, or send replacement units, in boxes sealed with the same Masabi-branded tamper evident tape that is used for the shipment of new units.

Note: If in doubt, please speak with the Masabi Support team or escalate to your Account Manager.

7 Personnel & Training

Agency personnel that are permitted to access stored cEMV hardware, complete installation, commissioning, testing or maintenance of cEMV hardware or complete inspections must have undergone appropriate training and been explicitly authorised by the Agency. Records of training and authorisation, and removal of authorisation, etc., are to be accurately compiled and maintained by the Agency and made available to Masabi upon request.

Training requirements will be agreed between Masabi and the Agency during the project to deploy the cEMV capable hardware, but will generally consist of a 'train-the-trainer' approach.

Training for each member of Agency staff who have a responsibility for or involvement with cEMV hardware must be given training on the tasks they will undertake as well as the general requirements and importance of PCI DSS compliance, the consequences of not following the requirements and how they should report anything to which is suspicious or indicative of tampering.

Note: The training must be refreshed every year. All instances of training, refresher or otherwise, are to be recorded by the Agency.

Note: Where records are not provided, are incomplete, inaccurate or otherwise unsatisfactory, Masabi may, at the Agency's expense, arrange for a team to visit to verify their accuracy.

8 References

| Description | Link |
|--|---|
| Access IS ATR220 PCI PTS Security Policy | https://listings.pcisecuritystandards.org/ptsdocs/4-60226ES-110_ATR220_Security_Policy_V2.1-1655217338.84646.pdf |
| XAC C150S PCI PTS Security Policy | https://listings.pcisecuritystandards.org/ptsdocs/4-10192B20_Security_Policy_xCE_C150S_A11_20210826-1632507978.9745.pdf |
| XAC C150SE PCI PTS Security Policy | https://listings.pcisecuritystandards.org/ptsdocs/4-40326Security_policy_of_C150SE_A03_20220415-1650661019.26705.pdf |
| Ingenico OPEN/1500 PCI PTS Security Policy | https://listings.pcisecuritystandards.org/ptsdocs/4-30523%20EDOCSECU-983877300-332_V11_Open1500_and_Open2500_Security_Policy-1722035194.71429.pdf |