



**TOKEN TRANSIT™ AGREEMENT
FOR PILOT SOFTWARE AND SUBSCRIPTION SERVICES**

This Pilot Agreement for Token Transit Software and Subscription Services ("**Agreement**") dated February 20, 2018 (the "**Effective Date**"), is made by and between Token Transit, Inc., a Delaware corporation ("**TT**"), with its principal place of business located at 3425 19th St. San Francisco, CA 94110, and Manatee County, a political subdivision of the State of Florida, ("**County**") (each of TT and County may be referred to as a "**Party**") with respect to the following:

WHEREAS, TT is the owner of a transportation ticketing and administration service, software, and related materials (collectively, the "**Service**") which includes a downloadable mobile application (the "**TT App**") currently available for Android and Apple smartphone devices allowing riders to purchase transit passes using credit or debit cards (among other payment methods that may be added to the Service), and then activate those digital passes which are visually validated by transit operators at the time of use; and

WHEREAS, the County seeks to participate in a pilot program during the Initial Term (defined below), which may be extended to full deployment, to (i) evaluate the feasibility and popularity of the Service for the sale and purchase of transit fares to allow riders of County's transit system (such riders of Customer are referred to herein as "**Riders**") to ride Manatee County Area Transit "MCAT (pre-paid digital transit fares for Riders purchased through the Service are referred to herein as "**Digital Fares**") and (ii) to provide Feedback Information (defined below) to TT to enable TT to improve the Service.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants hereinafter set forth, the Parties hereby agree as follows:

TERMS AND CONDITIONS

Section 1 Service.

1.1 License Grant; County Policy Information. (a)

Subject to the terms of this Agreement, TT grants to County, during the Term (as defined below), a limited, nontransferable, nonexclusive right to access and use the Service, as TT may modify it from time to time, in connection with County's Riders, solely for County's internal purposes. Riders will download the TT App directly from TT and/or TT's authorized distribution platforms (e.g., the Apple App Store and/or the Google Play Store).

(b) County shall provide TT with information regarding Digital Fares such as refund and Digital Fare expiration information ("**County Policy Information**"). TT currently makes available a web portal as part of the Service which is subject to the terms herein (and TT's then current website terms of service applicable

to the web portal, if any) in order for County to upload County Policy Information and/or access certain data from TT such as payment reports. County represents and warrants that it has all rights and authorizations necessary to grant the rights stated in this Agreement, to provide TT with County Policy Information, and that the County Policy Information is accurate.

1.2 Restrictions. County shall not reverse assemble, reverse compile or reverse engineer the Service including any software, or otherwise attempt to discover any Service source code or underlying Confidential Information (as that term is defined below). For the avoidance of doubt, County is not granted any rights to distribute the TT App. County will not remove or export the Service or any TT Confidential Information from the United States.

1.3 Support Obligations.

(a) As part of the Services, TT will (i) make available



through the TT App the ability of Riders to purchase of Digital Fares and, based on the then current functionality of the TT App to view County Policy Information as may be provided by County and (ii) provide commercially reasonable customer service to County's Riders with respect to the functionality of the TT App and to County in a manner consistent with the support that it provides all users of the TT App and its other transit customers, as TT determines in its discretion, respectively.

(b) County hereby authorizes the sale of Digital Fares to Riders via the Service. County shall be responsible throughout the Term (and thereafter as stated in Section 10.3) for (i) ensuring that the correct fare structure, including fees and Digital Fare expiration terms are incorporated into and/or provided through the Service, (ii) validating that each Rider has purchased the correct Digital Fare for the ride, as reflected in the TT App, at the time of the ride, (iii) ensuring that only authorized representatives access the web portal component of the Service on behalf of County and that all such data obtained by County from TT is used solely as permitted in this Agreement for County's internal purposes and in compliance with all applicable laws, rules, and regulations, and (iv) providing all customer support for Riders relating to County's transit service, which may include the ability to issue refunds to Riders through the TT web portal.

1.4 Feedback Information. TT seeks feedback and evaluation from County on the performance of the Service ("**Feedback Information**"), which County agrees to provide. TT may, at its sole discretion, utilize the Feedback Information to improve or to enhance the Service. With respect to the Feedback Information, County hereby assigns to TT any invention, work of authorship, idea, information, feedback or know-how (whether or not patentable) or other Feedback Information that is conceived, learned or reduced to practice in the course of performance under this Agreement and any patent rights, copyrights (including moral rights; provided that any non-assignable moral rights are waived to the extent permitted by law), trade secret rights and all other

intellectual property rights of any kind with respect thereto. County agrees to take any action reasonably requested by TT to evidence, perfect, obtain, maintain, enforce or defend the foregoing. Feedback Information shall be deemed Confidential Information of TT.

1.5 Retained Rights. Except for the rights expressly licensed pursuant to this Agreement, TT retains all right, title, and interest in and to the Service (and all other products, works, and other intellectual property created, used, or provided by TT for the purposes of this Agreement).

Section 2 Confidentiality and Public Records.

2.1 Confidential Information. As used herein, "**Confidential Information**" means all confidential and proprietary information of a Party ("**Disclosing Party**") disclosed to the other Party ("**Receiving Party**"), whether orally or in writing, that is designated as a trade secret within the meaning of Florida Statute Section 812.081, including all code, inventions, know-how, business, technical, and financial information. The terms of this Agreement, Rider Data (defined below), and any non-public element of the Service are deemed the Confidential Information of TT without any further marking or designation requirement. Confidential Information shall not include, or shall cease to include, as applicable, information or materials that (a) were available to the public on the Effective Date; (b) become available to the public after the Effective Date, other than as a result of violation of this Agreement by Receiving Party; (c) information subject to Florida Statutes Chapter 119; (d) were rightfully known by the Receiving Party prior to its receipt thereof from the Disclosing Party; (e) are or were disclosed by the Disclosing Party generally without restriction on disclosure; (f) the Receiving Party received from a third party without that third party's breach of agreement or obligation to the Disclosing Party; or (g) are independently developed by the Receiving Party.

2.2 Non-Disclosure. TT acknowledges that County



is a political subdivision of the State of Florida that is subject to the Florida Public Records Laws set forth in Florida Statutes Chapter 119. The Receiving Party (and with respect to the County, to the extent permitted by Florida Statute Section 812.081) shall not disclose or use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement, except with the Disclosing Party's prior written permission. For the avoidance of doubt, Confidential Information may be shared with the Receiving Party's employees, contractors, agents, sub-contractors, or consultants as required to perform Receiving Party's obligations hereunder; provided that, such individuals have agreed to be bound by obligations of confidentiality that are at least as restrictive as those contained in this Section 2. Each Party agrees to protect the confidentiality of the Confidential Information of the other Party in the same manner that it protects the confidentiality of its own proprietary and confidential information of like kind, but in no event shall either Party exercise less than reasonable care in protecting such Confidential Information. If the Receiving Party is compelled by law to disclose Confidential Information of the Disclosing Party, it shall provide the Disclosing Party with prior timely notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance. Absent the entry of a protective order, the Disclosing Party shall disclose only such information as is necessary to be disclosed in response to such subpoena, court order, public records request, or other similar document.

2.3 Public Records. TT shall:

(a) Keep and maintain public records required by the County to perform the service.

(b) Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Florida Statutes Chapter 119 or as otherwise provided by law.

i. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if TT does not transfer the records to the County.

ii. Upon completion of the Agreement, transfer, at no cost, to the County all public records in possession of TT or keep and maintain public records required by the County to perform the service. If TT transfers all public records to the County upon completion of the Agreement, TT shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If TT keeps and maintains public records upon completion of the Agreement, TT shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the information technology systems of the County.

IF TT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE COUNTY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: 941.742.5845, Debbie.Scaccianoce@mymanatee.org, Attn: Records Manager 1112 Manatee Avenue West, Bradenton FL 34205.



Section 3 Rider Data.

3.1 Rider Data. The phrase “**Rider Data**” means and refers to any data provided or inputted by or on behalf of the County’s Riders via the Service (e.g., through the TT App) for the sale or purchase of Digital Fares from TT, which may include email address, full name, cardholder information, credit cards or debit card information and bank information of the Riders, and any other data as described in TT’s privacy policy for the TT App (as that privacy policy may be amended from time to time). County agrees and acknowledges that TT has a direct relationship with County’s Riders via the TT App through which it collects Rider Data (along with similar data from riders of other transit customers of TT), and accordingly, Rider Data is owned and controlled by TT.

3.2 TT Obligations. TT shall:

(a) use the Rider Data in compliance with its privacy policy (as it may be updated from time to time) and applicable laws and regulations; (b) comply with applicable Card Networks’ Operating Rules (i.e., applicable PCI standards, if any), as the same may be amended from time to time; provided, however, that County agrees and acknowledges that TT uses the services of third party payment processors who, as between TT and such third party, shall be solely responsible for their acts and omissions; and (c) maintain commercially reasonable industry-standard administrative, physical, and technical safeguards to protect the security and integrity of the Service and Rider Data; (d) Annually, TT shall provide County with their PCI Attestation of Compliance or other proof of PCI Compliancy for themselves along with any third party processors that are utilized; (e) TT shall notify County in the event of breach of this Agreement or if they are no longer compliant. Should either of these occur, County has the right to terminate the agreement at their discretion.

3.3 County Obligations. In the event that TT shares any Rider Data, in its sole discretion, County shall (a) use (i) Rider Data at all times in compliance

with the terms of this Agreement and (ii) personally identify Rider Data for the sole purpose of providing customer support to Riders during the Term; (b) use Rider Data in compliance with the then current TT privacy policy, this Agreement, applicable laws and regulations, including Card Networks’ Operating Rules (as the same may be amended from time to time), and any written instructions from TT; (c) maintain industry-standard administrative, physical, and technical safeguards to protect the security and integrity of Rider Data and notify TT in the event of any unauthorized access to or use of Rider Data; and (d) treat such Rider Data as the Confidential Information of TT.

Section 4 Fees and Payment.

4.1 Fees. In consideration for the Services set forth herein, the County will pay a fee (“**Fee**”) in the form of commissions retained by TT for Digital Fares purchased by Riders through the Service during each calendar month as follows:

For each Digital Fare purchased by a Rider for use on County’s transit system during the Term, TT will retain a Fee of (a) 10% of the gross total proceeds of the transaction processed by the Service that is greater than or equal to \$2.00 and (b) \$.06 + 7% of the gross total proceeds of the transaction processed by the Service that is less than \$2.00.

TT will forward the net total proceeds (less the Fee), taking into account any refunds, credits, chargebacks in accordance with TT’s then current policy, or other make-goods granted, to County on a monthly basis, within 5 days following the end of each calendar month; for the avoidance of doubt, TT may delay payment if a negative balance occurs until County has a positive balance in its account.

4.2 Reports. TT shall provide County with reports showing the Fee calculation and/or access to an online reporting system as part of the Service (“**Reports**”). If County believes that TT has calculated the Fee incorrectly, County must contact TT no later than



30 days after the closing date on the first statement in which the error or problem appeared, in order to receive an adjustment or credit if verified by TT.

4.3 Taxes. Each Party will be responsible for any applicable taxes and TT may withhold from any payments to County any taxes that are required to be withheld under applicable law.

Section 5 County Identification; Use of Trademarks.

For the term of this Agreement, TT may disclose to third parties that County is one of its customers (including, without limitation, by using County's name(s), mark(s), and logo(s) in its publicity and marketing materials and in the connection with the Service). Similarly, during the Term, County is authorized to use the TT's name, mark(s) and logo(s) in County's publications, website, social media, publicity and marketing materials, solely for publicizing the availability of the Service to its Riders.

Section 6 Warranty Disclaimer.

TT represents, and County acknowledges and agrees, that the Service is experimental in nature and that the Service, including all components thereof (e.g., the TT App), and access thereto are provided "AS IS" and may not be fully functional. TT DISCLAIMS ALL WARRANTIES RELATING TO THE SERVICE, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF NON-INFRINGEMENT, TITLE, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THE PARTIES ARE NOT RELYING AND HAVE NOT RELIED ON ANY REPRESENTATIONS OR WARRANTIES WHATSOEVER REGARDING THE SUBJECT MATTER OF THIS AGREEMENT, EXPRESS OR IMPLIED. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING DISCLAIMERS, TT MAKES NO WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICES OR THAT THE SERVICES WILL BE ERROR-FREE OR AVAILABLE AT ANY GIVEN TIME.

Section 7 Indemnification.

7.1 TT Indemnification. TT shall indemnify, defend and hold harmless County, including its officers, directors, employees, agents, insurers and representatives from and against any and all third party claims, demands, damages, losses, expenses or liabilities, including, but not limited to, reasonable attorneys' fees, in each case payable to unaffiliated third parties, arising out of or resulting from the following: (a) the TT's breach of confidentiality and public records obligations under Section 2 of this Agreement; (b) the misconduct or the negligent acts, errors or omissions of TT, its officers, agents, and employees; and (c) breach of any covenant or representation herein.

7.2 County Indemnification. To the extent permitted by law, and in the case of the County specifically, subject to the provisions and dollar limitations set forth in Section 768.28, Florida Statutes, County shall indemnify, defend and hold harmless, TT, including its owners, affiliates, officers, directors, employees, shareholders, agents, insurers, and representatives from and against any and all third party claims, demands, damages, losses, expenses or liabilities, including, but not limited to, reasonable attorneys' fees, in each case payable to unaffiliated third parties, arising out of or resulting from the following: (a) the County's breach of obligations under Section 2 or Section 3.3 of this Agreement; (b) claims, including from Riders, regarding or relating to the County's transit service including those relating to expired but unused Digital Fares and any unauthorized use or disclosure of Rider Data; (c) the misconduct or the negligent acts, errors or omissions of County, its officers, agents, and employees; and (d) breach of any covenant or representation herein.

7.3 Procedure. Nothing in this Agreement shall be deemed to affect County's right to provide its own defense and to recover from TT's attorney's fees and expenses associated with such representation or the rights, privileges and immunities of the County as set forth in Florida Statute 768.28. A party agreeing to indemnify the other pursuant to this section shall not be deemed to have admitted liability or fault in any



way by agreeing to defend the other under the terms of this section.

7.4. Conduct. A Party's indemnification obligations under Section 7 shall not apply unless: (a) the indemnifying Party has the sole right to conduct the defense of any such infringement claim or action and all negotiations for its settlement or compromise, and to settle or compromise any such claim; (b) the indemnified Party cooperates; and (c) the indemnified Party gives the indemnifying Party prompt written notice of any threat, warning, or notice of any such claim or action, with copies of any and all documents the indemnified Party may receive relating thereto

Section 8 Damage Disclaimer and Liability Limitation.

8.1 Disclaimer of Damages. TT's aggregate maximum liability for damages arising out of or in connection with this Agreement, whether based upon a theory of contract or tort or otherwise, shall not exceed the amount of one million dollars (\$1,000,000) for general liability. The Parties acknowledge that this Section 8.1 does not include Section 11.13 pertaining to Cyber Liability. The Parties further acknowledge that nothing in this Section 8.1 shall be deemed to waive the rights to equitable relief.

8.1 Exclusion of Certain Damages. Subject to a Party's indemnification obligations, to the maximum extent permitted by law, in no event shall either Party be liable for any special, punitive, consequential, incidental, or indirect damages, including loss of profits, income, goodwill, cost of procurement of substitute goods or services, or revenue, in connection with this Agreement.

8.2 Basis of Bargain. EACH PARTY RECOGNIZES AND AGREES THAT THE LIABILITY AND REMEDY LIMITATIONS IN THIS AGREEMENT ARE MATERIAL, BARGAINED FOR BASES OF THIS AGREEMENT AND THAT THEY HAVE BEEN TAKEN INTO ACCOUNT AND REFLECTED IN DETERMINING THE CONSIDERATION TO BE GIVEN BY EACH PARTY UNDER THIS AGREEMENT

AND IN THE DECISION BY EACH PARTY TO ENTER INTO THIS AGREEMENT.

Section 9 Non-Assignment.

Neither Party may assign or transfer this Agreement or any interest therein directly or indirectly, by operation of law or otherwise, without the prior written consent of the other Party, which shall not be unreasonably withheld; provided, however, that TT may assign or transfer this Agreement or any interest therein to an affiliate or a successor to all or substantially all of its business or assets, whether through an acquisition, merger, change of control, or otherwise. Any attempted assignment or transfer in violation of this Section shall be void and without effect.

Section 10 Term; Termination.

10.1 Term. This Agreement will commence upon the Effective Date and continue in effect for a period of 365 days commencing upon public launch of the Service for use with Riders, unless earlier terminated as set forth herein ("**Initial Term**"). Unless terminated earlier as permitted herein, the Agreement will be extended automatically for successive additional terms of 90 days at the end of the Initial Term and each renewal term (collectively, the "**Term**").

10.2 Termination. Either Party may elect not to renew this Agreement by giving written notice to the other Party at least 20 days prior to the end of the then current (initial or renewal) term. Either Party may terminate this Agreement for any reason or no reason upon 30 days written notice to the other Party at the address listed above, or immediately upon notice of any breach by the other Party of the provisions of this Agreement. Upon termination, the license granted hereunder will terminate and County shall immediately return or, at TT's election permanently destroy all Confidential Information including any Rider Data and all copies and extracts of the foregoing. At TT's request County will certify under penalty of perjury that all Rider Data has been permanently deleted.



10.3 Obligations to County's Riders Upon Termination. Upon termination or expiration of this Agreement (a) TT shall terminate the right of the County's Riders to purchase any new fares on County's transit service and (b) TT and County shall each keep active the right of customers to activate and use existing pre-purchased but unused Digital Fares for a period of 120 days from the expiration or termination date of this Agreement. For the avoidance of doubt, TT shall have no obligation to support pre-purchased Digital Fares for more than 120 days after termination or expiration of this Agreement regardless of County's policy.

Section 11 General

11.1 Applicable Law. This Agreement shall become effective only upon its execution by both TT and County and it shall be governed by and construed in accordance with the laws of the State of Florida without regard to the conflicts of laws provisions therein. The jurisdiction and venue for actions related to then subject matter of this Agreement shall be in the Circuit Court of the Twelfth Judicial Circuit in and for Manatee County Florida, or, to the extent any proceeding is removed to federal court, the United States District Court for the Middle District of Florida, Tampa Division. Each Party hereby submits to the personal jurisdiction of such courts.

11.2 Attorneys' Fees. In any action to enforce this Agreement the prevailing Party will be entitled to costs and reasonable attorneys' fees.

11.3 Severability. In the event that any of the provisions of this Agreement shall be held by a court or other tribunal of competent jurisdiction to be unenforceable, such provisions shall be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and enforceable.

11.4 Force Majeure. If the performance of this Agreement or any obligation hereunder (other than obligations of payment) is prevented or restricted by

reasons beyond the reasonable control of a Party or its subcontractors, the Party so affected shall be excused from such performance to the extent of such prevention or restriction.

11.5 Entire Agreement. This Agreement and any exhibits and attachments hereto constitute the entire agreement between the Parties pertaining to the subject matter hereof, and any and all written or oral agreements previously existing between the Parties are expressly cancelled and superseded by these terms. Any modifications of this Agreement must be in writing and signed by both Parties.

11.6 Notices. All notices, demands, requests or approvals to be given under this Agreement, must be in writing and will be deemed served when delivered personally, by email, or on the third business day after deposit in the United States mail, postage prepaid, registered or certified, addressed as follows:

All notices, demands, requests or approvals to the County:

Manatee County Public Works Department:
1022 26th Ave E.
Bradenton, Florida 34208
ATTN: Ron Schullhofer

All notices, demands, requests or approvals to TT:

Token Transit, Inc.
3425 19th Street, #17
San Francisco, CA 94110
Attention: Morgan Conbere

11.7 Equitable Relief. Due to the unique nature of the Parties' Confidential Information disclosed hereunder, there can be no adequate remedy at law for a Party's breach of its obligations hereunder, and any such breach may result in irreparable harm to the non-breaching Party. Therefore, upon any such breach or threat thereof, the Party alleging breach shall be entitled to seek injunctive and other appropriate



equitable relief in addition to any other remedies available to it, without the requirement of posting a bond.

11.8 Independent Contractors. The Parties shall be independent contractors under this Agreement, and nothing herein shall constitute either Party as the employer, employee, agent, or representative of the other Party, or both Parties as Parties to a joint venture or partners for any purpose.

11.9 Headings and Interpretation. The headings in this Agreement are for reference only and do not affect the interpretation of this Agreement. For purposes of this Agreement: (a) the words "include," "includes" and "including" are deemed to be followed by the words "without limitation"; (b) the word "or" is not exclusive; (c) the words "herein," "hereof," "hereby," "hereto" and "hereunder" refer to this Agreement as a whole; (d) words denoting the singular have a comparable meaning when used in the plural, and vice versa.

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

11.11 Survival. Sections 1.2, 1.3(b), 1.4., 1.5, 2, 3.3, 4 (e.g., for Fees not yet paid as of termination), 5, 6, 7, 8, 10.3, 11.1-11.11 and other terms which by their nature are intended to survive, shall survive termination or expiration of this Agreement.

11.12 Insurance. Both Parties shall procure and maintain through either a qualified self-insurance plan, purchased insurance, or a combination of both, for the duration of this Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by TT, his agents,

representatives, employees or sub-contractors. Commercial General Liability Coverage must be afforded under a per occurrence policy form for limits not less than \$1,000,000 Each Occurrence, \$2,000,000 General Aggregate, \$1,000,000 Products/Completed Operations Aggregate, \$1,000,000 Personal and Advertising Injury Liability, \$50,000 Fire Damage Liability, \$10,000 Medical Expense and \$1,000,000 Third Party Property Damage.

a. Prior to the execution of contract and then annually upon the anniversary date(s) of the insurance policy's renewal date(s) for as long as this contract remains in effect, TT shall furnish the County with a Certificate(s) of Insurance (using an industry accepted certificate form, signed by the Issuer, with applicable endorsements, and containing the solicitation or contract number, and title or description) evidencing the coverage set forth above and naming "Manatee County, a Political Subdivision of the State of Florida" as an Additional Insured on the applicable coverage(s) set forth above. In addition, when requested in writing from the County, TT will provide the County with a certified copy of all applicable policies. The address where such certificates and certified policies shall be sent or delivered is as follows:

**Manatee County, a Political Subdivision of the State
of Florida
Attn: Risk Management Division
1112 Manatee Avenue West, Suite 969
Bradenton, FL 34205**

b. The project's solicitation number and title shall be listed on each certificate.

c. TT shall provide thirty (30) days written notice of any cancellation, non-renewal, termination, material change, or reduction in coverage of any insurance policies to purchasing representative including solicitation number and title with all notices.

d. TT agrees that should at any time TT fails to meet or maintain the required insurance coverage(s) as set forth herein, the County may terminate this contract.



e. TT waives all subrogation rights against Manatee County, a Political Subdivision of the State of Florida, for all losses or damages which occur during the contract and for any events occurring during the contract period, whether the suit is brought during the contract period or not.

f. If the policy contains an aggregate limit, confirmation is needed in writing (letter, email, etc.) that the aggregate limit has not been eroded to purchasing representative when supplying Certificate of Insurance.

g. TT has sole responsibility for all insurance premiums and policy deductibles.

h. It is TT's responsibility to ensure that his agents, representatives and sub-contractors comply with the insurance requirements set forth herein. TT shall include his agents, representatives, and sub-contractors working on the project or at the worksite as insured under its policies, or TT shall furnish separate certificates and endorsements for each agent, representative, and sub-contractor working on the project or at the worksite. All coverages for agents, representatives, and sub-contractors shall be subject to all of the requirements set forth to the purchasing representative.

i. All required insurance policies must be written with a carrier having a minimum A.M. Best rating of A- FSC VII or better. In addition, the County has the right to review TT's deductible or self-insured retention and to require that it be reduced or eliminated.

j. TT understands and agrees that the stipulated limits of coverage listed herein in this insurance section shall not be construed as a limitation of any potential liability to the County, or to others, and the County's failure to request evidence of this insurance coverage shall not be construed as a waiver of TT's obligation to provide and maintain the insurance coverage specified.

k. TT understands and agrees that the County does not waive its immunity and nothing herein shall be interpreted as a waiver of the County's rights, including the limitation of waiver of immunity, as set forth in Florida Statutes 768.28, or any other statutes, and the County expressly reserves these rights to the full extent allowed by law.

11.13 Cyber Liability. Coverage must comply with Florida Statute 501.171 and must be afforded under a per occurrence policy form for limits not less than \$1,000,000 Security Breach Liability, \$500,000 Security Breach Expense (each occurrence), \$1,000,000 Security Breach Expense (aggregate), \$500,000 Replacement or Restoration of Electronic Data, \$500,000 Extortion Threats, \$500,000 Business Income and Extra Expense, and \$500,000 Public Relations Expense.

The policy must not carry a self-insured retention/deductible greater than \$25,000.


11.14 No Waiver of Sovereign Immunity. TT agrees and understand that the County does not waive its immunity and nothing herein shall be interpreted as a waiver of the County's rights, including the limitations of waiver of sovereign immunity, as set forth in Florida Statute Section 768.28, or any other immunities, and the County expressly reserves these rights to the full extent allowed by law.

[SIGNATURE PAGE FOLLOWS]



IN WITNESS WHEREOF, the Parties, having all required authority, have caused this Agreement to be executed on the date and year first written above.

TOKEN TRANSIT, INC.


By: 
Name: Zachary Browne
Title: Secretary

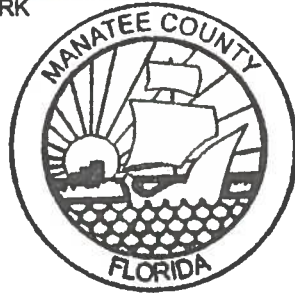
MANATEE COUNTY, a political subdivision of the State of Florida

By its Board of County Commissioners

By: 
Chairperson

Date: 2/13/18

ATTEST: MANATEE COUNTY
CLERK OF CIRCUIT COURT AND
COUNTY COMPTROLLER
BY: 
DEPUTY CLERK



February 13, 2018 - Regular Meeting
Agenda Item #45

Approved in Open Session 2/13/18,
Manatee County
Board of County Commissioners

Subject

Mobile Ticketing Fare Payment Option for Transit Passengers, One Year Pilot Program

Briefings

None

Contact and/or Presenter Information

William Steele, Transit Division Manager, William.Steele@mymanatee.org, (941) 747-8621 x7440

Chad Butzow, P.E., Deputy Director of Field Operations Services, Chad.Butzow@mymanatee.org, (941) 708-7450 x7432

Action Requested

Approval of a one year Pilot Program to provide mobile ticketing purchases as a fare payment option for transit passengers; and authorization for the Board Chairperson to execute the agreement with Token Transit, Inc., to provide mobile ticketing services during the one year Pilot Program evaluation period.

Enabling/Regulating Authority

- Chapter 341, Florida Statutes
- Manatee County's 2013 Ten-Year Transit Development Plan (TDP) major update, *Manatee Connects*
- Manatee County Comprehensive Plan, Mass Transit Element

Background Discussion

- In 2012, transit partners in the Florida Department of Transportation (FDOT) District VII approached Manatee County with respect to participation in a Regional Smart Card fare payment program.
- The concerns with the Regional SMART Card program are the additional onboard equipment and ongoing back-office operating expenses that are involved. Over time, the undefined operating costs for back-office operations generated significant concern; and in 2016, Manatee County opted out of the Regional SMART Card Program.
- In 2017, the Public Works/Transit Division staff started investigating mobile ticketing as a very simple and cost-effective approach to purchase bus passes (i.e., tickets) using mobile devices such as smartphones and Androids. This approach provides a new fare payment option that is simple and expedites the boarding process. This approach is similar in concept to the recently developed Universal Pass (U-Pass) program for fixed route travel benefiting area colleges and universities.
- The one-year pilot program makes available to Manatee County transit passengers the *Token Transit* software application to purchase bus passes. Once a bus pass is purchased by a customer, the County is simply remitted the fare payment, minus a small portion of the fare which is retained by the vendor,

Token Transit Inc.

- While Manatee County receives slightly less passenger revenue (i.e. 10% less) for passengers utilizing the mobile ticketing fare option, in return, the County sponsors a new fare payment option for customers; and the visual validation for each mobile ticket expedites boarding (i.e., there is no need to "swipe" a bus pass or provide cash during boarding). In addition, this pre-payment option requires no farebox revenue counting, as no cash is involved. In effect, the passenger's phone is their fare media.
- Since no onboard equipment is necessary, the County incurs no capital costs; and the cost for back-office operations (the vendor services) is paid by the vendor retaining a small portion of the fare payment on each transaction. The advantage to the customer is a new fare payment option that expedites boarding, requires no cash or added cost, and does not require a transaction either onboard the bus or in advance at a Transit Station. Over time, as more transit agencies utilize mobile ticketing, passengers can utilize fixed routes for regional travel in a seamless manner.
- The one-year pilot program provides an opportunity to market the mobile ticketing concept and develop work processes to make the program effective procedurally for the County. Over thirty (30) transit agencies utilize Token Transit mobile ticketing for their customers, including a pilot that is currently underway in Tallahassee, Florida.
- The mobile ticketing pilot program implementation date is scheduled for April 3, 2018.

County Attorney Review

Other (Requires explanation in field below)

Explanation of Other

The attached agreement with Token Transit, Inc., was reviewed extensively by the County Attorney's office.

Reviewing Attorney

Nicodemi

Instructions to Board Records

Please provide four (4) certified copies of signed agreement to Ryan Suarez, Transit Planning Manager, Ryan.Suarez@mymanatee.org, Ext 7622. **Distributed 2/15/18, RT**

Cost and Funds Source Account Number and Name

No operating costs

Amount and Frequency of Recurring Costs

Only pre-paid fare revenue

Attachment: [Token Transit info Sheet .pdf](#)

Attachment: [TT Pilot Software and Subscription Services Agreement Revised01_31_17.pdf](#)



Token Transit

Public Transit Mobile Ticketing

33

Agencies
Nationwide

35k

User
Signups

3

Hours to Get
Started



Token Transit is a single mobile ticketing and pass distribution platform for public transit agencies nationwide.

Riders download the Token Transit app, buy transit passes and use their phone as fare media.

Agencies can launch Token Transit in hours, realize their pass distribution potential and analyze the wealth of ridership data.

Features for Your Agency

Premier Mobile Ticketing App

- Buy a bus pass in seconds
- Fully accessible, in any language
- One app for many agencies

Pass Distribution Platform

- Distribute passes with a click
- Passes delivered by text message
- Partner with employers, schools

Data Analytics

- Detailed analytics dashboard
- Track sales, activations and uses
- Integrates with existing backends

Successful Nationwide

- Trusted by 27 transit agencies
- Works for agencies of all sizes
- Growing national network

Fastest Agency Onboarding

- Get started in 3 hours or less
- Clear, detailed launch checklists
- Turn-key software solution

Bluetooth Beacon Validation

- Fast phone tap boarding
- NTD approved for data reporting
- Stop-level origin/destination data

References

- Big Blue Bus Santa Monica, CA
- RTC Washoe Reno, NV
- OmniTrans San Bernardino, CA
- StarTran Lincoln, NE
- Golden Empire Transit Bakersfield, CA

About Token Transit

Founded in 2015 by a team of former Google and Apple engineers, Token Transit is dedicated to providing the best experience for transit payments.

Token Transit, Inc. <https://tokentransit.com>

415-918-6536 info@tokentransit.com