

THIS PRINT COVERS CALENDAR ITEM NO. : 10.3

**SAN FRANCISCO
MUNICIPAL TRANSPORTATION AGENCY**

DIVISION: Finance and Information Technology

BRIEF DESCRIPTION:

Authorizing the Director of Transportation to retroactively execute Contract No. SFMTA-2018-59, MuniMobile Application Service Agreement (Contract), between the San Francisco Municipal Transportation Agency (SFMTA) and moovel North America, LLC (Contractor) to provide mobile ticketing services and related web hosting services (Services), for a contract amount not to exceed \$1,540,000, and an initial term of two years, with three one-year options to extend the term for up to an additional three years.

SUMMARY:

- In 2015, the SFMTA launched the MuniMobile application that customers of the San Francisco Municipal Railway (Muni) use to purchase transit tickets using their mobile devices.
- MuniMobile is well-utilized by customers, and in 2019, MuniMobile ticket sales exceeded \$7,000,000.
- The Contract ensures customers have uninterrupted access to MuniMobile until the launch of the Next Generation Clipper mobile ticketing solution, expected to go live in 2020.
- The Contract provides for three one-year options to extend the term in case of any unanticipated delays in the launch of the Next Generation Clipper solution.
- The Services include new functionality that will allow expansion of Muni ticket sales through partnerships with conventions, special event producers, and the tourism industry.
- The SFMTA procured the Contract as authorized by San Francisco Administrative Code Chapter 21.16(b) by utilizing the competitive procurement process of the Peninsula Corridor Joint Powers Board for Caltrain's mobile ticketing solution completed in July 26, 2016, under which Contractor was selected as the highest qualified bidder.
- The Contract is funded by the SFMTA's annual operating budget.
- The Contract is being executed retroactively effective October 15, 2018.

ENCLOSURES:

1. SFMTAB Resolution

APPROVALS:

DIRECTOR



SECRETARY



DATE

April 9, 2019

April 9, 2019

ASSIGNED SFMTAB CALENDAR DATE: April 16, 2019

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PURPOSE

Authorizing the Director of Transportation to retroactively execute Contract No. SFMTA-2018-59, MuniMobile Application Service Agreement, between the San Francisco Municipal Transportation Agency and moovel North America, LLC to provide mobile ticketing services and related web hosting services, for a contract amount not to exceed \$1,540,000, and an initial term of two years, with three one-year options to extend the term for up to an additional three years.

STRATEGIC PLAN GOALS AND TRANSIT FIRST POLICY PRINCIPLES

The Contract will further the following goals and objectives of the SFMTA Strategic Plan:

Goal 2: Make transit and other sustainable modes of transportation the most attractive and preferred means of travel.

Objective 2.1: Improve transit service

Objective 2.2: Enhance and expand use of the city's sustainable transportation modes

Goal 3: Improve the quality of life and environment in San Francisco and the region.

Objective 3.5: Achieve financial stability for the agency.

Goal 4: Create a workplace that delivers outstanding service.

Objective 4.3: Enhance customer service, public outreach, and engagement.

Objective 4.5: Increase the efficiency and effectiveness of business processes and project delivery through implementation of best practices

The Contract will support the Transit First Policy principle:

2. Public transit, including taxis and vanpools, is an economically and environmentally sound alternative to transportation by individual automobiles. Within San Francisco, travel by public transit, by bicycle and on foot must be an attractive alternative to travel by private automobile.

DESCRIPTION

In 2014, the SFMTA entered into a contract with moovel North America, LLC to launch the MuniMobile application that provides customers the ability to purchase transit tickets using their mobile devices. The original contract was for two years and a total amount was not to exceed \$95,000.

The MuniMobile application provides customers with a convenient way to purchase single-ride bus, rail, and cable car fares, one-day bus and rail passes, and one-, three-, and seven-day passports. Customers can also use MuniMobile to access trip planning tools and customer

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service, and can use the Rate My Ride feature to provide quick feedback about their travel experiences on Muni.

MuniMobile is well-utilized by customers. Over 523,000 individuals have registered for MuniMobile accounts, and in March 2019, 91,000 users purchased in excess of 220,000 tickets with the application. Overall sales in 2018 were over \$7,000,000 and are forecast to exceed \$9,000,000 in 2019.

Due to the success of the original MuniMobile pilot, the SFMTA amended the original contract to increase the contract amount to an amount not to exceed \$450,000, and to increase the term by an additional two years, through October 14, 2018. Shortly before the expiration of the contract, the SFMTA learned the Metropolitan Transportation Commission (MTC) was planning to launch the Next Generation Clipper mobile ticketing solution in 2020. MTC requires that all transit providers in the Bay Area, including the SFMTA, transition mobile ticketing sales to the Next Generation Clipper solution, when launched.

Facing the end of the term of the original contract, the SFMTA originally intended to re-procure the mobile ticketing services utilizing a new request for proposals (RFP). Instead, staff determined that continuing the agency's relationship with the Contractor would be more beneficial to customers, because this would avoid the potential inconvenience and disruption to customers from possibly having to transition to two different mobile ticketing applications within less than two years' time. First, in 2018, when the SFMTA would have re-procured its original contract with the Contractor, and then again in 2020, when MTC launches the Next Generation Clipper solution. Not only might this have been a poor experience for customers, it might also have resulted in negative revenue impacts to the SFMTA.

In the absence of an RFP process, and in order to secure the Contractor's services while the entire region transitions to the Next Generation Clipper, the SFMTA re-procured the mobile ticketing services under San Francisco Administrative Code Chapter 21.16(b). This chapter authorizes the SFMTA to utilize the competitive procurement process of another public agency to make purchases of commodities and services, upon making a determination that: (1) the other agency's procurement process was competitive, or the result of a sole source award, and (2) the use of the other agency's procurement would be in the City's best interests.

The SFMTA made the determination to utilize the competitive procurement process used by the Peninsula Corridor Joint Powers Board, which on July 26, 2017 selected the Contractor as the highest-qualified bidder for Caltrain's mobile ticketing services. The SFMTA determined that using the Joint Powers Board's procurement was in the best interest of the City for the reasons stated above.

Contract No. SFMTA-2018-59, MuniMobile Application Service Agreement, between the SFMTA and moovel North America, LLC will provide mobile ticketing services and related web hosting services, for a contract amount not to exceed \$1,540,000, and an initial term of two years, with three one-year options to extend the term for up to an additional three years. The

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SFMTA seeks authorization to execute the Contract retroactively.

Throughout the term of the Contract, staff will continue to explore how to increase usage of the MuniMobile application, with a focus on marketing at boarding locations with significant cash usage and high dwell times. In addition, staff will use MuniMobile to advance the cashless cable car program, promote the one-day pass encourage the use of more sustainable transportation modes, and generate additional revenue through SFMTA's partnerships with conventions, special events, and the tourism industry. Finally, the Contract includes funding to integrate content from the forthcoming Next Generation Customer Information System, if necessary.

STAKEHOLDER ENGAGEMENT

The SFMTA solicits and receives feedback from customers and other stakeholders on an ongoing basis. Such feedback has driven decisions to improve the in-application ticket purchasing process and more effectively communicate ticket usage instructions to customers. The SFMTA recently launched a new version of MuniMobile, and the agency intends to conduct a survey this summer to solicit feedback about the application and identify any opportunities to improve the customer experience. The SFMTA plans to share survey findings with developers of the Next Generation Clipper solution.

ALTERNATIVES CONSIDERED

In anticipation of the forthcoming Next Generation Clipper solution, any alternative that would require switching from Contractor to another vendor, or no vendor at all, risks interruption in mobile ticketing services, significant inconvenience to customers that use MuniMobile, and potential revenue loss to the agency.

FUNDING IMPACT

The Contract will not exceed \$1,540,000, and is funded by the SFMTA's annual operating budget.

The SFMTA will pay Contractor as follows: (1) on a commission-basis for Muni ticket sales during the term of the Contract; (2) fixed lump-sum amounts for known, fully scoped enhancements to the Services; and (3) on a time-and-materials basis for enhancements for which the scope of work has not been determined (e.g., integration with the Next Generation Customer Information System).

ENVIRONMENTAL REVIEW

On November 3, 2015 the Planning Department concurred with the SFMTA that MuniMobile is not a "project" for purposes of environmental review under the California Environmental Quality Act (CEQA) pursuant to Title 14 of the California Code of Regulations Section 15060(c).

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The Planning Department's concurrence is on file with the Secretary to the SFMTA Board of Directors.

OTHER APPROVALS RECEIVED OR STILL REQUIRED

The City Attorney has reviewed this report.

RECOMMENDATION

Staff recommend that the SFMTA Board of Directors authorize the Director of Transportation to execute retroactively Contract No. SFMTA-2018-59, MuniMobile Application Service Agreement, between the San Francisco Municipal Transportation Agency and moovel North America, LLC to provide mobile ticketing services and related web hosting services, for a contract amount not to exceed \$1,540,000, and an initial term of two years, with three one-year options to extend the term up to an additional three years.

SAN FRANCISCO
MUNICIPAL TRANSPORTATION AGENCY
BOARD OF DIRECTORS

RESOLUTION No. _____

WHEREAS, In 2015, the San Francisco Municipal Transportation Agency (SFMTA) launched the MuniMobile application that customers of the San Francisco Municipal Railway (Muni) use as a convenient means to purchase transit tickets and related products using their mobile devices; and,

WHEREAS, Use by customers of MuniMobile continues to grow steadily on a month-over-month basis; and,

WHEREAS, MuniMobile is helping the SFMTA achieve its goal to reduce cash usage at fareboxes and ticket vending machines, and on cable cars; and,

WHEREAS, The SFMTA is focused on providing services such as MuniMobile that make the transit riding and fare payment experience more efficient; and,

WHEREAS, The SFMTA is committed to providing customers with continuous MuniMobile service until the Next Generation Clipper mobile ticketing solution launches; and,

WHEREAS, The SFMTA procured the Contract as authorized by San Francisco Administrative Code Chapter 21.16(b) by utilizing the competitive procurement process of the Peninsula Corridor Joint Powers Board for Caltrain's mobile ticketing solution from July 26, 2016, under which Contractor was the highest qualified bidder; and,

WHEREAS, The MuniMobile application does not constitute a "project" under the California Environmental Quality Act (CEQA) pursuant to Title 14 of the California Code of Regulations 15060(c); now therefore be it

RESOLVED, That SFMTA Board of Directors authorize the Director of Transportation to retroactively execute Contract No. SFMTA-2018-59 between the San Francisco Municipal Transportation Agency and moovel North America, LLC to provide mobile ticketing services and related web hosting services, for a contract amount not to exceed \$1,540,000, and an initial term of two years, with three one-year options to extend the term up to an additional three years.

I certify that the foregoing resolution was adopted by the San Francisco Municipal Transportation Agency Board of Directors at its meeting of April 16, 2019.

Secretary to the Board of Directors
San Francisco Municipal Transportation Agency

**City and County of San Francisco
Municipal Transportation Agency
One South Van Ness Ave., 7th Floor
San Francisco, California 94103**

**MUNIMOBILE APPLICATION SERVICE AGREEMENT
BETWEEN THE CITY AND COUNTY OF SAN FRANCISCO AND**

**moovel North America
Contract No. SFMTA-2018-59**

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**City and County of San Francisco
Municipal Transportation Agency
One South Van Ness Ave., 7th Floor
San Francisco, California 94103**

**MUNIMOBILE APPLICATION SERVICE AGREEMENT
BETWEEN THE CITY AND COUNTY OF SAN FRANCISCO AND
moovel North America, LLC
Contract No. SFMTA-2018-59**

This Agreement is made this 15th day of October 2018, in the City and County of San Francisco (City), State of California, by and between moovel North America, LLC 209 NW 4th Ave. Suite 200 Portland, OR 97209 (Contractor) and City, acting through its Municipal Transportation Agency (SFMTA).

Recitals

- A.** The SFMTA wishes to contract with Contractor to perform for the SFMTA the Mobile Ticketing Services, SaaS Services, and other Services defined in Article 1, below, and described in this Agreement.
- B.** This Agreement was procured as authorized by San Francisco Administrative Code Chapter 21.16(b) by utilizing the competitive procurement process of the Peninsula Corridor Joint Powers Board for Caltrain Mobile Ticketing Solution on July 26, 2016, pursuant to which Contractor was the highest-qualified scorer.
- C.** There is no Local Business Entity (LBE) subcontracting participation requirement for this Agreement.
- D.** Contractor represents and warrants Contractor is qualified to provide the Mobile Ticketing Services, SaaS Services, and other Services described in this Agreement.
- E.** The City's authority to enter into this Agreement is provided under San Francisco Administrative Code section 21.30.

Now, therefore, the Parties agree as follows:

Article 1 Definitions

The following definitions apply to this Agreement:

- 1.1 “**Acceptance**” means notice from the City to Contractor that the SaaS Application(s) meet(s) the specifications and requirements contained in the Documentation and Appendices A and/or B.
- 1.2 “**Acceptance Period**” means the period allocated by City to test the SaaS Application(s) to determine whether it conforms to the applicable specifications and, if appropriate, properly operates in the defined operating environment, is capable of running on a repetitive basis, and is otherwise in compliance with the service level obligations without failure.

1.3 “**Agreement**” means this contract document, including all attached appendices, and all applicable City Ordinances and Mandatory City Requirements, which are specifically incorporated into this Agreement by reference as provided herein.

1.4 “**Authorized Users**” means any City employee, contractor, agent, or any other individual or entity authorized by City to access the City Web Portal.

1.5 “**Back-Up Environment**” means the Contractor’s back-up Data Center for the SaaS Services.

1.6 “**Business Hours**” means 6:00am-6:00pm U.S. Pacific Time.

1.7 “**Business Partner Web Portal**” means the website to support sales and distribution of fare products by third parties to Muni customers, including but not limited to special event producers, hotels, cruise ship operators, and online travel agencies.

1.8 “**CCO**” means SFMTA Contract Compliance Office.

1.9 “**City**” or “**the City**” means the City and County of San Francisco, a municipal corporation.

1.10 “**City Data**” means that data, as described in Article 13 of this Agreement, which includes, without limitation, all data collected, used, maintained, processed, stored, or generated by or on behalf of the City, including data resulting from the use of the SaaS Application(s) and Services. City Data includes Confidential Information.

1.11 “**City Web Portal**” means an electronic gateway to a secure entry point via Contractor’s Website that allows City and its Authorized Users to log in to an area where they can view and download information or request assistance regarding the SaaS Application(s) and Services.

1.12 “**CMD**” means the Contract Monitoring Division of the City.

1.13 “**Contract Administrator**” means the individual who the SFMTA assigns to administer this Agreement, or his or her designated agent.

1.14 “**Confidential Information**” means confidential Contractor or City information, including, but not limited to, personally-identifiable information (PII), individual financial information, and other information that is subject to local, state or federal laws restricting the use and disclosure of such information (collectively, “Proprietary or Confidential Information”). These laws include, but are not limited to, Article 1, Section 1 of the California Constitution; the California Information Practices Act (Civil Code § 1798 et seq.); the federal Gramm-Leach-Bliley Act (15 U.S.C. §§ 6801(b) and 6805(b)(2)); and San Francisco Administrative Code Chapter 12M (Chapter 12M).

1.15 “**Contractor**” or “**Consultant**” means moovel North America, LLC 209 NW 4th Ave. Suite 200 Portland, OR 97209.

1.16 “**Contractor Project Manager**” means the individual specified by Contractor pursuant to Section 4.2.1 hereof, as the Project Manager authorized to administer this Agreement on Contractor's behalf.

1.17 “**Contractor’s Website**” means the website that provides Authorized Users access to the City Web Portal and SaaS Services.

1.18 “**Customer Web Portal**” means the website used by Muni customers to manage personal accounts associated with the Mobile Ticketing Application.

1.19 “**Data Breach**” means any access, destruction, loss, theft, use, modification or disclosure of City Data by an unauthorized party or that is in violation of the Agreement terms and/or applicable local, state or federal law.

1.20 “**Data Center(s)**” means the data center(s) located in the United States used to host the SaaS Application(s) and City Data.

1.21 “**Days**” means calendar days.

1.22 “**Deliverables**” means Contractor's work product resulting from the Services that are provided by Contractor to City during the course of Contractor's performance of this Agreement, including, without limitation, the work product described in the “Mobile Ticketing Implementation and Training Services,” attached as Appendix A.

1.23 “**Disabling Code**” means computer instructions or programs, subroutines, code, instructions, data, or functions (e.g., viruses, worms, date bombs or time bombs)—including, but not limited to, data storage, computer libraries, programs that self-replicate without manual intervention, instructions programmed to activate at a predetermined time or upon a specified event, and/or programs purporting to do a meaningful function but designed for a different function—which alter, destroy, inhibit, damage, interrupt, interfere with, or hinder the operation of the City's access to the SaaS Services through the Contractor's Website and/or Authorized User's processing environment, the system in which it resides, or any other software or data on such system or any other system with which it is capable of communicating.

1.24 “**Documentation**” means technical publications provided by Contractor to City relating to use of the SaaS Application(s), such as reference, administrative, maintenance, and programmer manuals.

1.25 “**Effective Date**” means the date on which the City's Controller certifies the availability of funds for this Agreement, as provided in Section 3.1.

1.26 “**Infringement**” has the meaning set forth in Section 5.2.3.

1.27 “**Internet**” means that certain global network of computers and devices commonly referred to as the “internet,” including, without limitation, the World Wide Web.

1.28 “**Mandatory City Requirements**” means those City laws set forth in the San Francisco Municipal Code, including the duly authorized rules, regulations, and guidelines implementing such laws, which impose specific duties and obligations upon Contractor.

1.29 “**Mobile Ticketing Application**” means the “MuniMobile” smartphone application providing customers with the ability to buy, store, and use tickets for use on the SFMTA’s public transit services.

1.30 “**Mobile Ticketing Services**” or “**SaaS Application(s)**” means the Mobile Ticketing Application, City Web Portal, Customer Web Portal, and Business Partner Web Portal residing in Contractor's servers that provides the SaaS Services that may be accessed by Authorized Users through the Internet.

1.31 “**Open Source Software**” means software with either freely obtainable source code, a license for modification, or permission for free distribution.

1.32 “**Party**” and “**Parties**” mean the City and Contractor, either collectively or individually.

1.33 “**Performance Credit**” means credit due to City by Contractor with regard to Contractor’s service level obligations in Appendix D (Service Level Obligations).

1.34 “**Personally Identifiable Information (PII)**” means any information about an individual, including information that can be used to distinguish or trace an individual’s identity, such as name, social security number, date and place of birth, mother’s maiden name, or biometric records; and any other information that is linked to an individual, such as medical, educational, financial, and employment information.

1.35 “**Purchase Order**” means the written order issued by the City notifying the Contractor of the Effective Date.

1.36 “**Precedence**” means that, notwithstanding the terms of any other document executed by the Parties as a part of this Agreement, the terms of this Agreement shall control over any discrepancy, inconsistency, gap, ambiguity, or conflicting terms set forth in any Contractor pre-printed document.

1.37 “**SaaS Application(s)**” or “**Mobile Ticketing Services**” means the Mobile Ticketing Application, City Web Portal, Customer Web Portal, and Business Partner Web Portal residing in Contractor's servers that provides the SaaS Services that may be accessed by Authorized Users through the Internet.

1.38 “**SaaS Implementation and Training Services**” means the services by which the Contractor will implement all necessary Software configurations and modules necessary to make the SaaS Application available and accessible to City.

1.39 “**SaaS Issue**” means a problem with the SaaS Services identified by the City that requires a response by Contractor to resolve.

1.40 “**SaaS Maintenance Services**” means the activities to investigate, resolve SaaS Application and Services issues, and correct product bugs arising from the use of the SaaS Mobile Ticketing Application and Services in a manner consistent with the published specifications and functional requirements defined during implementation.

1.41 “**SaaS Services**” means the Services performed by Contractor to host the SaaS Application(s) or Mobile Ticketing Services to provide the functionality listed in the Documentation.

1.42 “**SaaS Severity Level**” means a designation of the effect of a SaaS Issue on the City.

1.43 “**SaaS Software**” means those SaaS licensed programs and associated documentation licensed to City by Contractor as listed in this Agreement and Appendices, and any modification or Upgrades to the program(s) provided under this Agreement.

1.44 “**SaaS Software Error**” means any failure of SaaS Software to conform in all material respects to the requirements of this Agreement or Contractor’s published specifications.

1.45 “**SaaS Software Error Correction**” means either a modification or addition that, when made or added to the SaaS Software, brings the SaaS Software into material conformity with the published specifications, or a procedure or routine that, when observed in the regular operation of the SaaS Software, avoids the practical adverse effect of such nonconformity.

1.46 “**SaaS Software Revision**” means an update to the current SaaS Software Version of the SaaS Software code that consists of minor enhancements to existing features and code corrections.

1.47 “**SaaS Software Version**” means the base or core version of the SaaS Software that contains significant new features and significant fixes and is available to the City. SaaS Software Versions may occur as the SaaS Software architecture changes or as new technologies are developed. The nomenclature used for updates and upgrades consists of major, minor, build, and fix and these correspond to the following digit locations of a release: a,b,c,d. An example would be NCC 7.4.1.3, where the 7 refers to the major release, the 4 refers to the minor release, the 1 refers to the build, and the 4 refers to a fix.

1.48 “**San Francisco Municipal Transportation Agency**” or “**SFMTA**” means the agency of City with jurisdiction over all surface transportation in San Francisco, as provided under Article VIIIA of the City’s Charter.

1.49 “**Scheduled SaaS Maintenance**” means the time (in minutes) during the month, as measured by Contractor, in which access to the SaaS Applications and Services are scheduled to be unavailable for use by the City due to planned system maintenance and major version upgrades.

1.50 “**Services**” means the work Contractor performs under this Agreement as specifically described in Appendix A, "Mobile Ticketing Implementation and Training Services," Appendix B “SaaS Application and Hosted Services,” including all services, labor,

supervision, materials, equipment, actions, and other requirements to be performed and furnished by Contractor under this Agreement.

1.51 “**SFMTA Project Manager**” means the individual specified by the SFMTA pursuant to Section 4.2.1 hereof, as the Project Manager authorized to administer this Agreement on the City’s behalf.

1.52 “**Software**” means the SaaS Software and any Contractor-provided third-party software. All Software, revisions and versions provided by Contractor shall be subject to the terms and conditions of this Agreement, including any amendments thereto.

1.53 “**Successor Service Provider**” means a new service provider, if any, selected by City if the SaaS Services are terminated under this Agreement.

1.54 “**Production Environment**” means the real-time setting where Users may utilize the SaaS Software, and includes the processes, data, hardware, and software needed to perform day-to-day operations.

1.55 “**Test Environment**” means the collection of defined hardware and software components with appropriate configuration settings that are necessary to test or validate the application or features under test. Test environment configuration shall mimic the production environment in order to uncover any environment/configuration-related issues.

1.56 “**Transition Services**” means that assistance reasonably requested by City to effect the orderly transition of the SaaS Services, in whole or in part, to City or to Successor Service Provider.

Article 2 Term of the Agreement

2.1 **Term.** The term of this Agreement shall commence on the later of:
(i) October 15, 2018; or (ii) the Effective Date, and expire on October 15, 2020, unless earlier terminated as otherwise provided herein.

2.2 **Options to Renew.** The City has three options to renew the Agreement for a period of one year each. The City may extend this Agreement beyond the expiration date by exercising an option at the Director of Transportation’s sole and absolute discretion and by modifying this Agreement as provided in Section 11.5 (Modification of this Agreement) upon written notice to Contractor no later than 60 days prior to the then-current expiration date of this Agreement.

Article 3 Financial Matters

3.1 **Certification of Funds; Budget and Fiscal Provisions; Termination in the Event of Non-Appropriation.** This Agreement is subject to the budget and fiscal provisions of the City’s Charter. Charges will accrue only after the City issues written authorization (in the form of a Purchase Order) that the funds for the Agreement have been certified by the Controller. The amount of City’s obligation hereunder shall not at any time exceed the amount certified for

the purpose and period stated in such advance authorization. This Agreement will terminate without penalty, liability or expense of any kind to City at the end of any fiscal year if funds are not appropriated for the next succeeding fiscal year. If funds are appropriated for a portion of the fiscal year, this Agreement will terminate, without penalty, liability or expense of any kind at the end of the term for which funds are appropriated. City has no obligation to make appropriations for this Agreement in lieu of appropriations for new or other agreements. City budget decisions are subject to the discretion of the Mayor and the Board of Supervisors. Contractor's assumption of risk of possible non-appropriation is part of the consideration for this Agreement.

THIS SECTION CONTROLS AGAINST ANY AND ALL OTHER PROVISIONS OF THIS AGREEMENT.

3.2 Guaranteed Maximum Costs. The City's payment obligation to Contractor cannot at any time exceed the amount certified by City's Controller for the purpose and period stated in such certification. Absent an authorized Emergency per the City Charter or applicable Code, no City representative is authorized to offer or promise, nor is the City required to honor, any offered or promised payments to Contractor under this Agreement in excess of the certified maximum amount without the Controller having first certified the additional promised amount and the Parties having modified this Agreement as provided in Section 11.5 (Modification of this Agreement).

3.3 Compensation.

3.3.1 Payment. Contractor shall provide an invoice to the SFMTA on a monthly basis for Services completed in the immediately preceding month, unless a different schedule is set out in Appendix C (Payment Schedule). Compensation shall be made for Services identified in the invoice that the Director of Transportation, or his or her designee, in his or her sole discretion, concludes have been satisfactorily performed. Payment shall be made within 30 Days of receipt of the invoice, unless the City notifies Contractor that a dispute as to the invoice exists, provided that timely payment will be made with respect to amounts not under good faith dispute. In no event shall the amount of this Agreement exceed **One Million Five Hundred Forty Thousand Dollars (\$1,540,000)**. The breakdown of charges associated with this Agreement is provided below and in Appendix C.

3.3.2 Payment Limited to Satisfactory Services. Contractor is not entitled to any payments from City until the SFMTA approves Services, including any Deliverables, as satisfying all of the requirements of this Agreement. Payments to Contractor by City shall not excuse Contractor from its obligation to replace unsatisfactory Deliverables, including equipment, components, materials, or Services even if the unsatisfactory character of such Deliverables, equipment, components, materials, or Services may not have been apparent or detected at the time such payment was made. The City may reject Deliverables, equipment, components, materials and Services that do not conform to the requirements of this Agreement. In such case, Contractor shall replace the deficient items without delay at no cost to the City.

3.3.3 Withhold Payments. If Contractor fails to provide Services in accordance with Contractor's obligations under this Agreement, then, after given the opportunity to fix and re-perform such Services at Contractor's own expense, City may withhold payments

due Contractor for such Services until Contractor's failure to perform is cured. Contractor shall not stop work as a result of City's withholding of payments as provided herein.

3.3.4 Invoice Format. Invoices furnished by Contractor under this Agreement shall be in a form acceptable to the Controller and City, and shall include a unique invoice number. City will make payment to Contractor at the electronic address specified in Section 3.3.6, or in such alternate manner as the Parties have mutually agreed upon in writing.

3.3.5 Reserved. (LBE Payment and Utilization Tracking System.)

3.3.6 Getting Paid for Goods and/or Services from the City.

(a) All City vendors receiving new contracts, contract renewals, or contract extensions shall sign up to receive electronic payments through the City's Automated Clearing House (ACH) payments service/provider. Electronic payments are processed every business day and are safe and secure. To sign up for electronic payments, visit www.sfgov.org/ach.

(b) The following information is required to sign up: (i) the enroller must be their company's authorized financial representative, (ii) the company's legal name, main telephone number and all physical and remittance addresses used by the company, (iii) the company's U.S. federal employer identification number (EIN) or Social Security number (if they are a sole proprietor), and (iv) the company's bank account information, including routing and account numbers.

3.4 Audit and Inspection of Records. Contractor agrees to maintain and make available to the City, during Business Hours, accurate books and accounting records relating to its Services. Contractor will permit City to audit, examine and make excerpts and transcripts from such books and records, and to make audits of all invoices, materials, payrolls, records or personnel and other data related to all other matters covered by this Agreement, whether funded in whole or in part under this Agreement. Contractor shall maintain such data and records in an accessible location and condition for a period of not fewer than five years after final payment under this Agreement or until after final audit has been resolved, whichever is later. The State of California or any Federal agency having an interest in the subject matter of this Agreement shall have the same rights as conferred upon City by this Section. Contractor shall include the same audit and inspection rights and record retention requirements in all subcontracts.

3.5 Submitting False Claims. The full text of San Francisco Administrative Code Chapter 21, Section 21.35, including the enforcement and penalty provisions, is incorporated into this Agreement. Pursuant to San Francisco Administrative Code §21.35, any contractor or subcontractor who submits a false claim shall be liable to the City for the statutory penalties set forth in that section. A contractor or subcontractor will be deemed to have submitted a false claim to the City if the contractor or subcontractor: (a) knowingly presents or causes to be presented to an officer or employee of the City a false claim or request for payment or approval; (b) knowingly makes, uses, or causes to be made or used a false record or statement to get a false claim paid or approved by the City; (c) conspires to defraud the City by getting a false claim allowed or paid by the City; (d) knowingly makes, uses, or causes to be made or used a false

record or statement to conceal, avoid, or decrease an obligation to pay or transmit money or property to the City; or (e) is a beneficiary of an inadvertent submission of a false claim to the City, subsequently discovers the falsity of the claim, and fails to disclose the false claim to the City within a reasonable time after discovery of the false claim.

Article 4 SaaS Services and Resources

4.1 SaaS Licensed Software. Subject to the terms and conditions of this Agreement, Contractor grants City and Authorized Users a renewable, revocable, non-transferable, non-exclusive, royalty-free (except for fees owed to Contractor pursuant to Appendix C Payment Schedule), and worldwide license to access, display, and execute the SaaS Application(s) and SaaS Services during the Term of this Agreement and any renewals thereof, if any.

4.1.1 SaaS License Restrictions. Except as otherwise expressly permitted under this Agreement, City agrees not to: (a) reverse engineer, disassemble, decompile, or otherwise attempt to discover the source code of or trade secrets embodied in the SaaS Application(s) and SaaS Services or any portion thereof; (b) distribute, transfer, grant sublicenses to, or make available (i.e., make available through resellers or other distributors, or as an application service provider, service bureau, or rental source) the SaaS Application(s) or and SaaS Services to third parties; (c) create modifications to or derivative works of the SaaS Application(s) and SaaS Services; (d) reproduce or copy the SaaS Application(s) and SaaS Services; (e) attempt to modify, alter, or circumvent the license control and protection mechanisms within the SaaS Application(s) and SaaS Services; (f) use the SaaS Application(s) and SaaS Services in violation of any applicable law, rule or regulation, including any data privacy or data protection laws; or (g) remove, obscure, or alter any copyright notices or any name, trademark, service mark, tagline, hyperlink, or other designation included within the SaaS Application(s) and SaaS Services, which may include, but not be limited to, “powered by moovel” (collectively, the “License Restrictions”). If for some reason these license restrictions are prohibited by applicable law or by an agreement between Contractor and its licensors, then the activities are permitted only to the extent necessary to comply with such law or license(s).

4.1.2 Click-Wrap Disclaimer. No “click to accept” agreement that may be required for the City and/or Authorized Users’ access to the City Web Portal or Contractor's Website, and no “terms of use” or “privacy policy” referenced therein or conditioned for use of the City Web Portal or Contractor's Website shall apply. Only the provisions of this Agreement as amended from time to time shall apply to City and/or Authorized Users for access thereto and use thereof. The Parties acknowledge that City and/or each Authorized User may be required to click "Accept" as a condition of access to the City Web Portal through the Contractor's Website, but the provisions of such “click to accept” agreement and other terms (including Terms of Use and Privacy Policy) referenced therein shall be null and void for City and/or each such Authorized User. The foregoing does not apply to the City’s own click-wrap agreements in the event the City chooses to have Contractor include terms of use, terms or service, privacy policies, or similar requirements drafted and approved by the City.

4.1.3 SaaS Application(s) Title. City acknowledges that title to the SaaS Application(s) and SaaS Services shall at all times remain with Contractor, and that City has no

rights in the SaaS Application(s) or SaaS Services except those expressly granted by this Agreement.

4.1.4 **Authorized APIs.** City shall be permitted to access and use Contractor's Application Program Interfaces (APIs) directly related to Contractor's provision of the Services, which shall be and remain the sole property of Contractor, when commercially available to develop and modify, as necessary, macros and user interfaces for use with any existing or future City systems and infrastructure. For purposes of this Agreement, such development shall be deemed an authorized modification but will not be supported by Contractor unless provided for in this Agreement. Functionality and compatibility of City-developed macros will be sole responsibility of City. Any such macros or user interfaces developed by City shall become the property of City. All flat-file exchanges will be over an encrypted file transport service (ftps/vsftpd/scp/sftp) to a secure private ftp site.

4.1.5 **Proprietary Markings.** City agrees not to remove or destroy any proprietary markings or proprietary legends placed upon or contained within the SaaS Application(s) or any related materials or Documentation.

4.1.6 **Feedback.** To the extent City provides any feedback or suggestions (collectively, the "Feedback") directly related to the SaaS Application(s) and SaaS Services, or elements thereof, City hereby acknowledges that Contractor will possess full unlimited ownership rights in and to the Feedback and, therefore, to avoid any doubt, may reproduce, create derivative works from, distribute, publicly display, publicly perform, make, have made, offer for sale, sell or otherwise dispose of, import, use, and otherwise commercialize the Feedback in connection with Contractor's and its Affiliates' full suite of products and services (current and future), with the right to sublicense each and every such right.

4.2 **Project Managers; Services Contractor Agrees to Perform.**

4.2.1 **Project Managers.** Contractor and SFMTA shall each designate a Project Manager, who shall be accessible by telephone throughout the duration of the Agreement and shall be available 9 a.m. to 5 p.m. Monday through Friday, excluding City-designated holidays. These hours may be adjusted by mutual agreement between the SFMTA and Contractor. The SFMTA and Contractor shall use their best efforts to maintain the same Project Manager throughout the duration of the Agreement. However, if a Party needs to replace its Project Manager, the Party shall provide the other Party written notice thereof at least 45 Days prior to the date the Project Manager shall be replaced. Notwithstanding the foregoing, the Parties have the right to appoint temporary Project Managers in connection with short term unavailability, sick leave or reasonable vacations. Parties shall notify each other in advance of any such temporary appointments. The SFMTA may require Contractor to replace its Project Manager, by giving Contractor notification thereof and the SFMTA's objective reasons therefor.

Contractor Project Manager:

Laken Franz
209 NW 4th Ave. Suite 200
Portland, OR 97209
laken.franz@moovel.com

503-679-9943

SFMTA Project Manager:

Travis Fox
1 South Van Ness Ave
San Francisco, CA 94103
travis.fox@sfmta.com
415-579-9715

4.2.2 Services Contractor Agrees to Perform. During the Term of this Agreement, Contractor shall perform all of the Services set forth in Appendix A (SaaS Implementation and Training Services), Appendix B (SaaS Application and Hosted Services), and the following:

(a) Provide all hardware, software and other equipment at Contractor's hosting site as described in Appendix B or any description of Services (and any applicable disaster recovery site) as necessary to host and deliver the SaaS Application(s) and Services described in Appendices A and B.

(b) Provide Authorized Users access to the SaaS Application(s) and Services pursuant to the grant of access in Section 4.1.

(c) Comply with the Service Level Obligations described in Appendix D. It is mutually agreed and understood, that the Service Level Obligations will be applied beginning on the first full calendar month following the Acceptance of the SaaS Application(s) and Services.

(d) Maintain the correct operation of the SaaS Application(s) and Services, Contractor's Website, and provide SaaS Maintenance Services and support services as specified in this Agreement.

(e) Provide telephone support for Authorized Users in the operation of the SaaS Application(s) and Services.

(f) Provide Disaster Recovery Services as described in Section 14.4 and Appendix E.

4.3 Acceptance Testing; Document Delivery; Training.

4.3.1 After the SFMTA has obtained access to the SaaS Application(s) and Services, and subsequent to each SaaS Software version upgrade, revision and patch as further outlined in Appendix B, the SFMTA and Contractor shall conduct user acceptance testing as outlined in Appendix B, as the case may be, to verify that the SaaS Application(s) and Services substantially conform to the specifications and the SFMTA's requirements contained therein. In the event that the SFMTA determines that the SaaS Services do not meet such specifications, the SFMTA shall notify the Contractor in writing, and Contractor shall modify or correct the SaaS Services so that it satisfies the Acceptance criteria. The date of Acceptance will be that date upon which the SFMTA provides Contractor with written notice of satisfactory completion of

Acceptance testing. If the SFMTA notifies Contractor after the Acceptance Testing Period that the SaaS Services do not meet the Acceptance criteria outlined in Appendix B, as the case may be, then the SFMTA shall be entitled to terminate this Agreement in accordance with the procedures specified in Article 8, and shall be entitled to a full refund of any fees pre-paid as part of this Agreement prior to termination.

4.3.2 Document Delivery. Contractor shall deliver completed Documentation in electronic format for the SaaS Application(s) and Services at the time it gives the SFMTA access to the SaaS Application(s) and Services. The Documentation will accurately and completely describe the functions and features of the SaaS Application(s) and Services, including all subsequent revisions thereto. The Documentation shall be understandable by a typical end user and shall provide Authorized Users with sufficient instruction such that an Authorized User can become self-reliant with respect to access and use of the SaaS Application(s) and Services. The SFMTA shall have the right to make any number of additional copies of the Documentation at no additional charge for its internal use. The SFMTA may withhold its issuance of the notice of final Acceptance until the SFMTA receives the completed Documentation.

4.4 Qualified Personnel. Contractor shall use only competent personnel under the supervision of, and in the employment of, Contractor (or Contractor's authorized subcontractors) to perform the Services. Contractor shall comply with the SFMTA's reasonable requests regarding assignment and/or removal of personnel, but all personnel, including those assigned at the SFMTA's request, must be supervised by Contractor. Contractor shall commit adequate resources to allow timely completion of the Services within the project schedule specified in this Agreement.

4.5 Subcontracting.

4.5.1 Contractor may subcontract portions of the Services only upon prior written approval of the SFMTA. Contractor is responsible for its subcontractors throughout the course of the work required to perform the Services. All subcontracts shall incorporate the terms of Article 10 (Additional Requirements Incorporated by Reference) and Article 13 (Data and Security) of this Agreement, unless inapplicable. Neither Party shall, on the basis of this Agreement, contract on behalf of, or in the name of, the other Party. Any agreement made in violation of this provision shall be null and void.

4.6 Independent Contractor; Payment of Employment Taxes and Other Expenses.

4.6.1 Independent Contractor. For the purposes of this Article 4, "Contractor" shall be deemed to include not only Contractor, but also any agent or employee of Contractor. Contractor acknowledges and agrees that at all times, Contractor or any agent or employee of Contractor shall be deemed at all times to be an independent contractor and is wholly responsible for the manner in which it performs the services and work requested by City under this Agreement. Contractor, its agents, and employees will not represent or hold themselves out to be employees of the City at any time. Contractor or any agent or employee of Contractor shall not have employee status with City, nor be entitled to participate in any plans, arrangements, or

distributions by City pertaining to or in connection with any retirement, health or other benefits that City may offer its employees. Contractor or any agent or employee of Contractor is liable for the acts and omissions of itself, its employees and its agents. Contractor shall be responsible for all obligations and payments, whether imposed by federal, state or local law, including, but not limited to, FICA, income tax withholdings, unemployment compensation, insurance, and other similar responsibilities related to Contractor's performing services and work, or any agent or employee of Contractor providing same. Nothing in this Agreement shall be construed as creating an employment or agency relationship between City and Contractor or any agent or employee of Contractor. Any terms in this Agreement referring to direction from City shall be construed as providing for direction as to policy and the result of Contractor's work only, and not as to the means by which such a result is obtained. City does not retain the right to control the means or the method by which Contractor performs work under this Agreement. Contractor agrees to maintain and make available to City, upon request and during Business Hours, accurate books and accounting records demonstrating Contractor's compliance with this section. Should City determine that Contractor, or any agent or employee of Contractor, is not performing in accordance with the requirements of this Agreement, City shall provide Contractor with written notice of such failure. Within five business days of Contractor's receipt of such notice, and in accordance with Contractor policy and procedure, Contractor shall remedy the deficiency. Notwithstanding, if City believes that an action of Contractor, or any agent or employee of Contractor, warrants immediate remedial action by Contractor, City shall contact Contractor and provide Contractor in writing with the reason for requesting such immediate action.

4.6.2 Payment of Employment Taxes and Other Expenses. Should City, in its discretion, or a relevant taxing authority such as the Internal Revenue Service or the State Employment Development Division, or both, determine that Contractor is an employee for purposes of collection of any employment taxes, the amounts payable under this Agreement shall be reduced by amounts equal to both the employee and employer portions of the tax due (and offsetting any credits for amounts already paid by Contractor which can be applied against this liability). City shall then forward those amounts to the relevant taxing authority. Should a relevant taxing authority determine a liability for past services performed by Contractor for City, upon notification of such fact by City, Contractor shall promptly remit such amount due or arrange with City to have the amount due withheld from future payments to Contractor under this Agreement (again, offsetting any amounts already paid by Contractor which can be applied as a credit against such liability). A determination of employment status pursuant to the preceding two paragraphs shall be solely for the purposes of the particular tax in question, and for all other purposes of this Agreement, Contractor shall not be considered an employee of City. Notwithstanding the foregoing, Contractor agrees to indemnify and save harmless City and its officers, agents and employees from, and, if requested, shall defend them against any and all claims, losses, costs, damages, and expenses, including attorneys' fees, arising from this section.

4.7 Assignment. The Services to be performed by Contractor are personal in character and neither this Agreement nor any duties or obligations hereunder may be assigned or delegated by Contractor unless first approved by City by written instrument executed and approved in the same manner as this Agreement. Any purported assignment made in violation of this provision shall be null and void.

4.8 **Warranty.** Contractor warrants to City that the Services will be performed with the degree of skill and care that is required by current, good and sound professional procedures and practices, and in conformance with generally accepted professional standards prevailing at the time the Services are performed so as to ensure that all Services performed are correct and appropriate for the purposes contemplated in this Agreement.

Article 5 Insurance; Indemnity and Warranties

5.1 Insurance.

5.1.1 **Required Coverages.** Without in any way limiting Contractor's liability pursuant to the "Indemnification" section of this Agreement, Contractor shall maintain in force, during the full term of the Agreement, insurance in the following amounts and coverages:

(a) Workers' Compensation, in statutory amounts, with Employers' Liability Limits not less than \$1,000,000 each accident, injury, or illness; and

(b) Commercial General Liability Insurance with limits not less than \$1,000,000 each occurrence for Bodily Injury and Property Damage, including Contractual Liability, Personal Injury, Products and Completed Operations; and

(c) Commercial Automobile Liability Insurance with limits not less than \$1,000,000 each occurrence, "Combined Single Limit" for Bodily Injury and Property Damage, including Owned, Non-Owned and Hired auto coverage, as applicable.

(d) Professional liability insurance, applicable to Contractor's profession, with limits not less than \$1,000,000 each claim with respect to negligent acts, errors or omissions in connection with the Services.

(e) Technology Errors and Omissions Liability coverage, with limits of \$1,000,000 each occurrence and each loss and \$2,000,000 general aggregate. The policy shall provide coverage for the following risks:

(i) Network security liability arising from the unauthorized access to, use of, or tampering with computers or computer systems, including hacker attacks; and

(ii) Liability arising from the introduction of any form of malicious software including computer viruses into, or otherwise causing damage to the City's or third person's computer, computer system, network, or similar computer related property and the data, software, and programs thereon.

(f) Contractor shall maintain in force during the full term of the Agreement Cyber and Privacy Insurance with limits of not less than \$1,000,000 per occurrence. Such insurance shall include coverage for liability arising from theft, dissemination, and/or use of confidential information, including but not limited to, bank and credit card account

information or personal information, such as name, address, social security numbers, protected health information or other personally identifying information, stored or transmitted in electronic form.

5.1.2 Commercial General Liability and Commercial Automobile Liability Insurance policies shall be endorsed to provide:

(a) Name as additional insureds the City and County of San Francisco, its Officers, Agents, and Employees.

(b) That such policies are primary insurance to any other insurance available to the additional insureds, with respect to any claims arising out of this Agreement, and that insurance applies separately to each insured against whom claim is made or suit is brought.

5.1.3 Contractor shall be responsible to provide to provide 30 Days' advance written notice to the City of cancellation for any reason, intended non-renewal, or reduction in coverages. Notices shall be sent to the City address set forth in Section 11.1 (Notices to the Parties). All notices, certificates and endorsements shall include the SFMTA contract number and title on the cover page.

5.1.4 Should any of the required insurance be provided under a claims-made form, Contractor shall maintain such coverage continuously throughout the term of this Agreement and, without lapse, for a period of three years beyond the expiration of this Agreement, to the effect that, should occurrences during the term of the Agreement give rise to claims made after expiration of the Agreement, such claims shall be covered by such claims-made policies.

5.1.5 Should any of the required insurance be provided under a form of coverage that includes a general annual aggregate limit or provides that claims investigation or legal defense costs be included in such general annual aggregate limit, such general annual aggregate limit shall be double the occurrence or claims limits specified above.

5.1.6 Should any required insurance lapse during the term of this Agreement, requests for payments originating after such lapse shall not be processed until the City receives satisfactory evidence of reinstated coverage as required by this Agreement, effective as of the lapse date. If insurance is not reinstated, the City may, at its sole option, terminate this Agreement effective on the date of such lapse of insurance.

5.1.7 Before commencing any Services, Contractor shall furnish to City certificates of insurance and additional insured policy endorsements with insurers with ratings comparable to A-, VIII or higher, that are authorized to do business in the State of California, and that are satisfactory to City, in form evidencing all coverages set forth above. Approval of the insurance by City shall not relieve or decrease Contractor's liability hereunder.

5.1.8 The Workers' Compensation policy(ies) shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Contractor, its employees, agents and subcontractors.

5.1.9 If Contractor will use any subcontractor(s) to provide Services, Contractor shall require the subcontractor(s) to provide all necessary insurance and to name the City and County of San Francisco, its officers, agents and employees and the Contractor as additional insureds.

5.2 Indemnification.

5.2.1 **General Indemnification.** Contractor shall indemnify and hold harmless City and its officers, agents and employees from, and, if requested, shall defend them from and against any and all liabilities (legal, contractual, or otherwise), losses, damages, costs, expenses, or claims for injury or damages (collectively, "Claims"), arising from or in any way connected with Contractor's performance of the Agreement, including but not limited to, any: (i) injury to or death of a person, including employees of City or Contractor; (ii) loss of or damage to property; (iii) violation of local, state, or federal common law, statute or regulation, including but not limited to privacy or personally identifiable information, health information, disability and labor laws or regulations; (iv) strict liability imposed by any law or regulation; or (v) losses arising from Contractor's execution of subcontracts not in accordance with the requirements of this

5.2.2 Agreement applicable to subcontractors; except where such Claims are the result of the sole active negligence or willful misconduct of City. The foregoing indemnity shall include, without limitation, reasonable fees of attorneys, consultants and experts and related costs and City's costs of investigating any claims against the City. In addition to Contractor's obligation to indemnify City, Contractor specifically acknowledges and agrees that it has an immediate and independent obligation to defend City from any claim which actually or potentially falls within this indemnification provision, even if the allegations are or may be groundless, false or fraudulent, which obligation arises at the time such Claim is tendered to Contractor by City and continues at all times thereafter.

5.2.3 Infringement Indemnification.

(a) If notified promptly in writing of any judicial action brought against City based on an allegation that City's use of the SaaS Application(s) and Services infringes a patent, copyright, or any right of a third-party or constitutes misuse or misappropriation of a trade secret or any other right in intellectual property (Infringement), Contractor will hold City harmless and defend such action at its own expense. Contractor will pay the costs and damages awarded in any such action or the cost of settling such action, provided that Contractor shall have sole control of the defense of any such action and all negotiations or its settlement or compromise.

(b) If notified promptly in writing of any informal claim (other than a judicial action) brought against City based on an allegation that City's use of the SaaS Application(s) and/or Services constitutes Infringement, Contractor will pay the costs associated

with resolving such claim and will pay the settlement amount (if any), provided that Contractor shall have sole control of the resolution of any such claim and all negotiations for its settlement.

(c) In the event a final injunction is obtained against City's use of the SaaS Application(s) and Services by reason of Infringement, or in Contractor's opinion City's use of the SaaS Application(s) and Services is likely to become the subject of Infringement, Contractor may at its option and expense: (i) procure for City the right to continue to use the SaaS Application(s) and Services as contemplated hereunder, (ii) replace the SaaS Application(s) and Services with a non-infringing, functionally equivalent substitute SaaS Application(s) and Services, or (iii) suitably modify the SaaS Application(s) and Services to make its use hereunder non-infringing while retaining functional equivalency to the unmodified version of the SaaS Application(s) and Services. If none of these options is reasonably available to Contractor, then the applicable Purchase Order or relevant part of such Purchase Order be terminated at the option of either Party hereto and Contractor shall refund to City all amounts pre-paid under this Agreement for the license of such infringing SaaS Application(s) and/or Services.

(d) Any unauthorized modification or attempted modification of the SaaS Application(s) and Services by City, or any failure by City to implement any improvements or updates to the SaaS Application(s) and Services, as supplied by Contractor, shall void this indemnity unless City has obtained prior written authorization from Contractor permitting such modification, attempted modification or failure to implement. Contractor shall have no liability for any claim of Infringement based on City's use or combination of the SaaS Application(s) and Services with products or data of the type for which the SaaS Application(s) and Services was neither designed nor intended to be used.

5.3 Warranties of Contractor.

5.3.1 **Warranty of Authority; No Conflict.** Each Party warrants to the other that it is authorized to enter into this Agreement and that its performance of the Agreement will not conflict with any other agreement.

5.3.2 **Warranty of Performance.** Contractor warrants that when fully implemented, the SaaS Application(s) to be configured and provided under this Agreement shall perform in accordance with the specifications applicable thereto. With respect to all Services to be performed by Contractor under this Agreement, including SaaS Implementation and Training Services outlined in Appendix A, and SaaS Application and Hosted Services outlined in Appendix B, Contractor warrants that it will use reasonable care and skill. All services shall be performed in a professional, competent and timely manner by Contractor personnel appropriately qualified and trained to perform such services. In the event of a breach of the foregoing warranty relating to any service under this Agreement within 12 months from the date of provision of such services, Contractor shall, at its sole cost and expense, re-perform such services.

5.3.3 **Compliance with Description of Services.** Contractor represents and warrants that the SaaS Application(s) and Services specified in this Agreement, and all updates

and improvements to the SaaS Application(s) and Services, will comply in all material respects with the specifications and representations specified in the Documentation (including performance, capabilities, accuracy, completeness, characteristics, specifications, configurations, standards, functions and requirements) as set forth (i) herein or in any amendment hereto, and (ii) the updates thereto.

5.3.4 **Title.** Contractor represents and warrants to City that it is the lawful owner or license holder of all Software, materials and property identified by Contractor as Contractor-owned and used by it in the performance of the SaaS Services contemplated hereunder and has the right to permit City access to or use of the SaaS Application(s) and Services and each component thereof. To the extent that Contractor has used Open Source Software (OSS) in the development of the SaaS Application(s) and Services, Contractor represents and warrants that it is in compliance with any applicable OSS license(s) and is not infringing.

5.3.5 **Disabling Code.** Contractor represents and warrants that the SaaS Application(s) and Services, and any information, reports or other materials provided to Authorized Users as a result of the operation of the SaaS Application(s) and Services, including future enhancements and modifications thereto, shall be free of any Disabling Code at the time of their receipt by Authorized Users.

5.3.6 **Warranty of Suitability for Intended Purpose.** Contractor warrants that the SaaS Application(s) and Services will be suitable for the intended purpose of mobile ticketing for transit services.

Article 6 Liability of the Parties

6.1 **Payment Obligation of City.** CITY'S PAYMENT OBLIGATIONS UNDER THIS AGREEMENT SHALL BE LIMITED TO THE PAYMENT OF THE COMPENSATION PROVIDED FOR IN SECTION 3.3.1 (PAYMENT) OF THIS AGREEMENT.

6.2 **Liability for Use of Equipment.** City shall not be liable for any damage to persons or property as a result of the use, misuse or failure of any equipment used by Contractor, or any of its subcontractors, or by any of their employees, even though such equipment is furnished, rented or loaned by City.

6.3 **Mutual Waiver of Incidental and Consequential Damages.** Notwithstanding any other provision of this Agreement, in no event shall either Party be liable to the other Party, regardless of whether any claim is based on tort or any other theory of liability, for any consequential, incidental, special, or indirect damages, including, but not limited to, lost profits, arising out of or in connection with this Agreement or the services performed in connection with this Agreement.

Article 7 Payment of Taxes

7.1 Except for any applicable California sales and use taxes charged by Contractor to City, Contractor shall pay all taxes, including possessory interest taxes levied upon or as a result of this Agreement, or the Services delivered pursuant hereto. Contractor shall remit to the State of California any sales or use taxes paid by City to Contractor under this Agreement. Contractor

agrees to promptly provide information requested by the City to verify Contractor's compliance with any State requirements for reporting sales and use tax paid by City under this Agreement.

7.2 Contractor acknowledges that this Agreement may create a “possessory interest” for property tax purposes. Generally, such a possessory interest is not created unless the Agreement entitles the Contractor to possession, occupancy, or use of City property for private gain. If such a possessory interest is created, then the following shall apply:

7.2.1 Contractor, on behalf of itself and any permitted successors and assigns, recognizes and understands that Contractor, and any permitted successors and assigns, may be subject to real property tax assessments on the possessory interest.

7.2.2 Contractor, on behalf of itself and any permitted successors and assigns, recognizes and understands that the creation, extension, renewal, or assignment of this Agreement may result in a “change in ownership” for purposes of real property taxes, and therefore may result in a revaluation of any possessory interest created by this Agreement. Contractor accordingly agrees on behalf of itself and its permitted successors and assigns to report on behalf of the City to the County Assessor the information required by Revenue and Taxation Code section 480.5, as amended from time to time, and any successor provision.

7.2.3 Contractor, on behalf of itself and any permitted successors and assigns, recognizes and understands that other events also may cause a change of ownership of the possessory interest and result in the revaluation of the possessory interest (see, e.g., Rev. & Tax. Code section 64, as amended from time to time). Contractor accordingly agrees on behalf of itself and its permitted successors and assigns to report any change in ownership to the County Assessor, the State Board of Equalization or other public agency as required by law.

7.2.4 Contractor further agrees to provide such other information as may be requested by the City to enable the City to comply with any reporting requirements for possessory interests that are imposed by applicable law.

Article 8 Termination; Disposition of Content; Survival

8.1 **Termination for Cause and/or Convenience.** City shall have the right, without further obligation or liability to Contractor:

8.1.1 To immediately terminate this Agreement if Contractor commits any breach of this Agreement or default (see Section 8.2 below) and fails to remedy such breach or default within 30 Days after written notice by City of such breach (30-day cure period), in which event Contractor shall refund to City all amounts paid under this Agreement for the Licensed SaaS Application(s) and/or Services in the same manner as if City ceased to use the SaaS Application(s) due to infringement under Section 5.2.2. At City’s sole election, the 30-day cure period will *not* apply to termination for data breach and/or breach of confidentiality; or

8.1.2 To terminate this Agreement upon 60 Days’ prior written notice for City’s convenience and without cause, provided that except for termination due to an uncured breach as set forth in this Section and in the event of Infringement, City shall not be entitled to a refund of any amounts previously paid under this Agreement.

8.2 Each of the following shall constitute an immediate event of default (Event of Default) under this Agreement:

8.2.1 Contractor fails or refuses to perform or observe any term, covenant or condition contained in any of the following Sections of this Agreement:

- 3.5 Submitting False Claims.
- 4.7 Assignment
- Article 5 Insurance; Indemnity and Warranties
- Article 7 Payment of Taxes
- 10.10 Alcohol and Drug-Free Workplace
- 11.10 Compliance with Laws
- 13.2.3 Nondisclosure of Private, Proprietary or Confidential Information

8.2.2 Contractor fails or refuses to perform or observe any other term, covenant or condition contained in this Agreement, including any obligation imposed by ordinance or statute and incorporated by reference herein, and such default continues for a period of 30 Days after written notice thereof from the SFMTA to Contractor.

8.2.3 Contractor (i) is generally not paying its debts as they become due; (ii) files, or consents by answer or otherwise to the filing against it of a petition for relief or reorganization or arrangement or any other petition in bankruptcy or for liquidation or to take advantage of any bankruptcy, insolvency or other debtors' relief law of any jurisdiction; (iii) makes an assignment for the benefit of its creditors; (iv) consents to the appointment of a custodian, receiver, trustee or other officer with similar powers of Contractor or of any substantial part of Contractor's property; or (v) takes action for the purpose of any of the foregoing.

8.2.4 A court or government authority enters an order (i) appointing a custodian, receiver, trustee or other officer with similar powers with respect to Contractor or with respect to any substantial part of Contractor's property, (ii) constituting an order for relief or approving a petition for relief or reorganization or arrangement or any other petition in bankruptcy or for liquidation or to take advantage of any bankruptcy, insolvency or other debtors' relief law of any jurisdiction or (iii) ordering the dissolution, winding-up or liquidation of Contractor.

8.2.5 On and after any Event of Default, City shall have the right to exercise its legal and equitable remedies, including, without limitation, the right to terminate this Agreement or to seek specific performance of all or any part of this Agreement. In addition, where applicable, City shall have the right (but no obligation) to cure (or cause to be cured) on behalf of Contractor any Event of Default; Contractor shall pay to City on demand all costs and expenses incurred by City in effecting such cure, with interest thereon from the date of incurrence at the maximum rate then permitted by law. City shall have the right to offset from any amounts due to Contractor under this Agreement or any other agreement between City and Contractor: (i) all damages, losses, costs or expenses incurred by City as a result of an Event of Default; and (ii) any liquidated damages levied upon Contractor pursuant to the terms of this Agreement; and (iii), any damages imposed by any ordinance or statute that is incorporated into this Agreement by reference, or into any other agreement with the City.

8.3 Bankruptcy. In the event that either Party shall cease conducting business in the normal course, become insolvent, make a general assignment for the benefit of creditors, suffer or permit the appointment of a receiver for its business or assets or shall avail itself of, or become subject to, any proceeding under the Federal Bankruptcy Act or any other statute of any state relating to insolvency or the protection of rights of creditors, then at the option of the other Party this Agreement shall terminate and be of no further force and effect. Upon termination of this Agreement pursuant to this Section, Contractor shall within 48 hours return City Data in an agreed-upon machine readable format. Once Contractor has received written confirmation from City that City Data has been successfully transferred to City, Contractor shall within 30 Days purge or physically destroy all City Data from its hosted servers or files and provide City with written certification within five Days that such purge and/or physical destruction has occurred. Secure disposal shall be accomplished by “purging” or “physical destruction,” in accordance with National Institute of Standards and Technology (NIST) Special Publication 800-88 or most current industry standard.

8.4 Transition Services and Disposition of Content. Upon expiration or termination of the SaaS Services under this Agreement:

8.4.1 Contractor may immediately discontinue the SaaS Services and City shall immediately cease accessing the SaaS Application(s) and Services. Contractor shall within five days of the expiration or termination of the SaaS Services return City’s data in an agreed-upon machine readable format. This provision shall also apply to all City Data that is in the possession of subcontractors, agents or auditors of Contractor. Such data transfer shall be done at no cost to the City. Once Contractor has received written confirmation from the SFMTA that City Data has been successfully transferred to City, Contractor shall within 30 Days purge or physically destroy all City Data from its hosted servers or files and provide City with written certification within five Days that such purge and/or physical destruction has occurred. Secure disposal shall be accomplished by “purging” or “physical destruction,” in accordance with National Institute of Standards and Technology (NIST) Special Publication 800-88 or most current industry standard.

8.4.2 Contractor shall provide to City and/or Successor Service Provider assistance requested by the SFMTA to effect the orderly transition of the SaaS Services, in whole or in part, to City or to Successor Service Provider. During the transition period, SaaS Application, SaaS Services, and City Data access shall continue to be made available to City without alteration. Such Transition Services shall be provided on a time and materials basis if the SFMTA opts to return to its own servers or SFMTA chooses a Successor Service Provider. Transition costs may include: (a) developing a plan for the orderly transition of the terminated SaaS Services from Contractor to Successor Service Provider; (b) if required, transferring the City Data to Successor Service Provider; (c) using commercially reasonable efforts to assist the SFMTA in acquiring any necessary rights to legally and physically access and use any third-party technologies and documentation then being used by Contractor in connection with the Services; (d) using commercially reasonable efforts to make available to the SFMTA, pursuant to mutually agreeable terms and conditions, any third-party services then being used by Contractor in connection with the SaaS Services; (e) continued City access to the SaaS Application and SaaS Services; and, (f) such other activities upon which the Parties may agree. Notwithstanding the foregoing, should City terminate this Agreement due to Contractor’s material breach,

SFMTA may elect to use the Services for a period of no greater than six months from the date of termination at a reduced rate of 20% percent off of the then-current Services Fees for the terminated Services. All applicable terms and conditions of this Agreement shall apply to the Transition Services. This Section shall survive the termination of this Agreement.

8.5 All remedies provided for in this Agreement may be exercised individually or in combination with any other remedy available hereunder or under applicable laws, rules and regulations. The exercise of any remedy shall not preclude or in any way be deemed to waive any other remedy. Nothing in this Agreement shall constitute a waiver or limitation of any rights that City may have under applicable law.

8.6 Any notice of default shall be sent by registered mail or overnight national courier service to the address set forth in Section 11.1 (Notices to the Parties).

8.7 **Non-Waiver of Rights.** The omission by either Party at any time to enforce any default or right reserved to it, or to require performance of any of the terms, covenants, or provisions hereof by the other Party at the time designated, shall not be a waiver of any such default or right to which the Party is entitled, nor shall it in any way affect the right of the Party to enforce such provisions thereafter.

8.8 **Survival.**

8.8.1 This Section and the following Sections of this Agreement listed below, shall survive termination or expiration of this Agreement:

3.3.2	Payment Limited to Satisfactory Services
3.4	Audit and Inspection of Records
3.5	Submitting False Claims
4.1.1	SaaS License Restrictions
4.1.3	SaaS Application(s) Title
4.6	Independent Contractor; Payment of Employment Taxes and Other Expenses
Article 5	Insurance; Indemnity and Warranties
6.1	Liability of City
6.3	Liability for Incidental and Consequential Damages
Article 7	Payment of Taxes
8.4	Transition Services and Disposition of Content
8.7	Non-Waiver of Rights
9.1	Ownership of Results
11.6	Dispute Resolution Procedure
11.7	Agreement Made in California; Venue
11.8	Construction
11.9	Entire Agreement
11.10	Compliance with Laws
11.11	Severability
13.2.1	Proprietary or Confidential Information of City
13.2.5	Notification of Legal Requests

Article 9 Rights In Deliverables

9.1 **Ownership of Results.** Except as otherwise provided to the contrary in Article 4 of this Agreement, any interest of Contractor or its subcontractors, in the Deliverables, including any drawings, plans, specifications, blueprints, studies, reports, memoranda, computation sheets, computer files and media or other documents prepared by Contractor or its subcontractors for the purposes of this Agreement, shall become the property of and will be transmitted to City. However, unless expressly prohibited elsewhere in this Agreement, Contractor may retain and use copies for reference and as documentation of its experience and capabilities.

Article 10 Additional Requirements Incorporated by Reference

10.1 **Laws Incorporated by Reference.** The full text of the laws listed in this Article 10, including enforcement and penalty provisions, are incorporated by reference into this Agreement. The full text of the San Francisco Municipal Code provisions incorporated by reference in this Article and elsewhere in the Agreement (Mandatory City Requirements) are available at http://www.amlegal.com/codes/client/san-francisco_ca/.

10.2 **Conflict of Interest.** By executing this Agreement, Contractor certifies that it does not know of any fact that constitutes a violation of Section 15.103 of the City's Charter; Article III, Chapter 2 of City's Campaign and Governmental Conduct Code; Title 9, Chapter 7 of the California Government Code (Section 87100 *et seq.*); or Title 1, Division 4, Chapter 1, Article 4 of the California Government Code (Section 1090 *et seq.*). Contractor further agrees promptly to notify the City if it becomes aware of any such fact during the term of this Agreement.

10.3 **Prohibition on Use of Public Funds for Political Activity.** In performing the Services, Contractor shall comply with San Francisco Administrative Code Chapter 12G, which prohibits funds appropriated by the City for this Agreement from being expended to participate in, support, or attempt to influence any political campaign for a candidate or for a ballot measure. Contractor is subject to the enforcement and penalty provisions in Chapter 12G.

10.4 **Reserved.**

10.5 **Nondiscrimination Requirements.**

10.5.1 **Non Discrimination in Contracts.** Contractor shall comply with the provisions of Chapters 12B and 12C of the San Francisco Administrative Code. Contractor shall incorporate by reference in all subcontracts the provisions of Sections 12B.2(a), 12B.2(c)-(k), and 12C.3 of the San Francisco Administrative Code and shall require all subcontractors to comply with such provisions. Contractor is subject to the enforcement and penalty provisions in Chapters 12B and 12C.

10.5.2 **Nondiscrimination in the Provision of Employee Benefits.** Contractor does not as of the date of this Agreement, and will not during the term of this Agreement, in any of its operations in San Francisco, on real property owned by San Francisco, or where work is being performed for the City elsewhere in the United States, discriminate in the provision of employee benefits between employees with domestic partners

and employees with spouses and/or between the domestic partners and spouses of such employees, subject to the conditions set forth in San Francisco Administrative Code Section 12B.2.

10.6 Local Business Enterprise and Non-Discrimination in Contracting Ordinance. Contractor shall comply with all applicable provisions of Chapter 14B (LBE Ordinance). Contractor is subject to the enforcement and penalty provisions in Chapter 14B.

10.7 Minimum Compensation Ordinance. Contractor shall pay covered employees no less than the minimum compensation required by San Francisco Administrative Code Chapter 12P. Contractor is subject to the enforcement and penalty provisions in Chapter 12P. By signing and executing this Agreement, Contractor certifies that it is in compliance with Chapter 12P.

10.8 Health Care Accountability Ordinance. Contractor shall comply with San Francisco Administrative Code Chapter 12Q. Contractor shall choose and perform one of the Health Care Accountability options set forth in San Francisco Administrative Code Chapter 12Q.3. Contractor is subject to the enforcement and penalty provisions in Chapter 12Q.

10.9 First Source Hiring Program. Contractor shall comply with all of the provisions of the First Source Hiring Program, Chapter 83 of the San Francisco Administrative Code, that apply to this Agreement, and Contractor is subject to the enforcement and penalty provisions in Chapter 83.

10.10 Alcohol and Drug-Free Workplace. City reserves the right to deny access to, or require Contractor to remove from, City facilities personnel of any Contractor or subcontractor who City has reasonable grounds to believe has engaged in alcohol abuse or illegal drug activity which in any way impairs City's ability to maintain safe work facilities or to protect the health and well-being of City employees and the general public. City shall have the right of final approval for the entry or re-entry of any such person previously denied access to, or removed from, City facilities. Illegal drug activity means possessing, furnishing, selling, offering, purchasing, using or being under the influence of illegal drugs or other controlled substances for which the individual lacks a valid prescription. Alcohol abuse means possessing, furnishing, selling, offering, or using alcoholic beverages, or being under the influence of alcohol.

10.11 Limitations on Contributions. By executing this Agreement, Contractor acknowledges that it is familiar with section 1.126 of the City's Campaign and Governmental Conduct Code, which prohibits any person who contracts with the City for the rendition of personal services, for the furnishing of any material, supplies or equipment, for the sale or lease of any land or building, or for a grant, loan or loan guarantee, from making any campaign contribution to (1) an individual holding a City elective office if the contract must be approved by the individual, a board on which that individual serves, or the board of a state agency on which an appointee of that individual serves, (2) a candidate for the office held by such individual, or (3) a committee controlled by such individual, at any time from the commencement of negotiations for the contract until the later of either the termination of negotiations for such contract or six months after the date the contract is approved. The prohibition on contributions applies to each prospective party to the contract; each member of Contractor's board of directors; Contractor's chairperson, chief executive officer, chief financial

officer and chief operating officer; any person with an ownership interest of more than 20 percent in Contractor; any subcontractor listed in the bid or contract; and any committee that is sponsored or controlled by Contractor. Contractor shall inform each such person of the limitation on contributions imposed by Section 1.126 and provide the names of the persons required to be informed to City.

10.12 Reserved. (Slavery Era Disclosure)

10.13 Reserved. (Working with Minors)

10.14 Consideration of Criminal History in Hiring and Employment Decisions.

10.14.1 Contractor agrees to comply fully with and be bound by all of the provisions of Chapter 12T (City Contractor/Subcontractor Consideration of Criminal History in Hiring and Employment Decisions) of the San Francisco Administrative Code (Chapter 12T), including the remedies provided, and implementing regulations, as may be amended from time to time. The provisions of Chapter 12T are incorporated by reference and made a part of this Agreement as though fully set forth herein. The text of the Chapter 12T is available on the web at <http://sfgov.org/olse/fco>. Contractor is required to comply with all of the applicable provisions of 12T, irrespective of the listing of obligations in this Section. Capitalized terms used in this Section and not defined in this Agreement shall have the meanings assigned to such terms in Chapter 12T.

10.14.2 The requirements of Chapter 12T shall only apply to a Contractor's or Subcontractor's operations to the extent those operations are in furtherance of the performance of this Agreement, shall apply only to applicants and employees who would be or are performing work in furtherance of this Agreement, and shall apply when the physical location of the employment or prospective employment of an individual is wholly or substantially within San Francisco. Chapter 12T shall not apply when the application in a particular context would conflict with federal or state law or with a requirement of a government agency implementing federal or state law.

10.15 Reserved. (Public Access to Nonprofit Records and Meetings)

10.16 Food Service Waste Reduction Requirements. Contractor shall comply with the Food Service Waste Reduction Ordinance, as set forth in San Francisco Environment Code Chapter 16, including but not limited to the remedies for noncompliance provided therein.

10.17 Reserved. (Sugar-Sweetened Beverage Prohibition)

Article 11 General Provisions

11.1 Notices to the Parties. Unless otherwise indicated in this Agreement, all written communications sent by the Parties may be by U.S. mail or e-mail, and shall be addressed as follows:

To City: Travis Fox, 1 South Van Ness Avenue, San Francisco, CA 94103
travis.fox@sfmta.com

To Contractor: General Counsel, 209 NW 4th Ave. Suite 200, Portland, OR 97209

Any notice of default shall be sent by registered mail. Either Party may change the address to which notice is to be sent by giving written notice thereof to the other Party. If email notification is used, the sender shall specify a receipt notice.

11.2 Compliance with Americans with Disabilities Act. Contractor acknowledges that, pursuant to the Americans with Disabilities Act (ADA), programs, services and other activities provided by a public entity to the public, whether directly or through a contractor, shall be accessible to the disabled public. Contractor shall provide the services specified in this Agreement in a manner that complies with the ADA and any and all other applicable federal, state and local disability rights legislation. Contractor agrees not to discriminate against disabled persons in the provision of services, benefits or activities provided under this Agreement and further agrees that any violation of this prohibition on the part of Contractor, its employees, agents or assigns will constitute a material breach of this Agreement. Contractor shall adhere to the requirements of the Americans with Disabilities Act of 1990 (ADA), as amended (42 U.S.C. Sec. 1201 et seq.) and Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. Sec. 794d).

11.3 Reserved.

11.4 Sunshine Ordinance. Contractor acknowledges that this Agreement and all records related to its formation, Contractor's performance of Services, and City's payment are subject to the California Public Records Act, (California Government Code §6250 et. seq.), and the San Francisco Sunshine Ordinance, (San Francisco Administrative Code Chapter 67). Such records are subject to public inspection and copying unless exempt from disclosure under federal, state or local law.

11.5 Modification of this Agreement. This Agreement may not be modified, nor may compliance with any of its terms be waived, except as noted in Section 11.1 (Notices to Parties) regarding change in personnel or place, and except by written instrument executed and approved as required under City law and under the policy of the SFMTA Board of Directors. Contractor shall cooperate with the SFMTA to submit to the CCO any amendment, modification, supplement or change order that would result in a cumulative increase of the original amount of this Agreement by more than 20% (CMD Contract Modification Form).

11.6 Dispute Resolution Procedure.

11.6.1 Negotiation; Alternative Dispute Resolution. The Parties will attempt in good faith to resolve any dispute or controversy arising out of or relating to the performance of services under this Agreement. If the Parties are unable to resolve the dispute, then, pursuant to San Francisco Administrative Code Section 21.36, Contractor may submit to the Contract Administrator a written request for administrative review and documentation of the Contractor's claim(s). Upon such request, the Contract Administrator shall promptly issue an administrative decision in writing, stating the reasons for the action taken and informing the Contractor of its right to judicial review. If agreed by both Parties in writing, disputes may be resolved by a mutually agreed-upon alternative dispute resolution process. If the Parties do not

mutually agree to an alternative dispute resolution process or such efforts do not resolve the dispute, then either Party may pursue any remedy available under California law. The status of any dispute or controversy notwithstanding, Contractor shall proceed diligently with the performance of its obligations under this Agreement in accordance with the Agreement and the written directions of the City, except that Contractor shall not be required to proceed with work on enhancements to the SaaS Application(s) or SaaS Services that the SFMTA requests under task orders if such work is under dispute. Neither Party will be entitled to legal fees or costs for matters resolved under this section.

11.6.2 Government Code Claim Requirement. No suit for money or damages may be brought against the City until a written claim therefor has been presented to and rejected by the City in conformity with the provisions of San Francisco Administrative Code Chapter 10 and California Government Code Section 900, et seq. Nothing set forth in this Agreement shall operate to toll, waive or excuse Contractor's compliance with the California Government Code Claim requirements set forth in San Francisco Administrative Code Chapter 10 and California Government Code Section 900, et seq.

11.7 Agreement Made in California; Venue. The formation, interpretation and performance of this Agreement shall be governed by the laws of the State of California. Venue for all litigation relative to the formation, interpretation and performance of this Agreement shall be in San Francisco.

11.8 Construction. All paragraph captions are for reference only and shall not be considered in construing this Agreement.

11.9 Entire Agreement. This contract sets forth the entire Agreement between the Parties, and supersedes all other oral or written provisions. This Agreement may be modified only as provided in Section 11.5 (Modification of this Agreement).

11.10 Compliance with Laws. Contractor shall keep itself fully informed of the City's Charter, codes, ordinances and duly adopted rules and regulations of the City and of all state, and federal laws in any manner affecting the performance of this Agreement, and shall at all times comply with such local codes, ordinances, and regulations and all applicable laws as they may be amended from time to time.

11.11 Severability. Should the application of any provision of this Agreement to any particular facts or circumstances be found by a court of competent jurisdiction to be invalid or unenforceable, then (a) the validity of other provisions of this Agreement shall not be affected or impaired thereby, and (b) such provision shall be enforced to the maximum extent possible so as to effect the intent of the Parties and shall be reformed without further action by the Parties to the extent necessary to make such provision valid and enforceable.

11.12 Cooperative Drafting. This Agreement has been drafted through a cooperative effort of City and Contractor, and both Parties have had an opportunity to have the Agreement reviewed and revised by legal counsel. No Party shall be considered the drafter of this Agreement, and no presumption or rule that an ambiguity shall be construed against the Party drafting the clause shall apply to the interpretation or enforcement of this Agreement.

11.13 **Order of Precedence.** Contractor agrees to perform the services described below in accordance with the terms and conditions of this Agreement, implementing task orders, the RFP, and Contractor's proposal dated July 26, 2016. The RFP and Contractor's proposal are incorporated by reference as though fully set forth herein. Should there be a conflict of terms or conditions, this Agreement and any implementing task orders shall control over the RFP and the Contractor's proposal.

Article 12 SFMTA Specific Terms

12.1 Large Vehicle Driver Safety Training Requirements.

12.1.1 Contractor agrees that before any of its employees and subcontractors drive large vehicles within the City and County of San Francisco, those employees and subcontractors shall successfully complete either (a) the SFMTA's Large Vehicle Urban Driving Safety training program or (b) a training program that meets the SFMTA's approved standards for large vehicle urban driving safety. The SFMTA's approved standards for large vehicle urban driving safety is available for download at www.SFMTA.com/largevehicletainingstandards. This requirement does not apply to drivers providing delivery services who are not employees or subcontractors of the Contractor. For purposes of this section, "large vehicle" means any single vehicle or combination of vehicle and trailer with an unladen weight of 10,000 pounds or more, or a van designed to carry 10 or more people.

12.1.2 By entering into this Agreement, Contractor agrees that in the event the Contractor fails to comply with the Large Vehicle Driver Safety Training Requirements, the City will suffer actual damages that will be impractical or extremely difficult to determine; further, Contractor agrees that the sum of up to One Thousand Dollars (\$1,000) per employee or subcontractor who is permitted to drive a large vehicle in violation of these requirements is not a penalty, but is a reasonable estimate of the loss that City will incur based on the Contractor's failure to comply with this requirement, established in light of the circumstances existing at the time this Contract was awarded. City may deduct a sum representing the liquidated damages from any money due to Contractor. Such deductions shall not be considered a penalty, but rather agreed monetary damages sustained by City because of Contractor's failure to comply.

Article 13 Data and Security

13.1 City Data.

13.1.1 **Ownership of City Data.** The Parties agree that as between them, all rights, including all intellectual property rights, in and to the City Data, and any derivative works of the City Data, shall remain the exclusive property of the City. The Contractor warrants that the SaaS Application(s) does not maintain, store, or export the City Data using a database structure, data model, entity relationship diagram or equivalent that is itself a trade secret or which would cause substantial injury to the competitive position of the Contractor if published.

(a) **Use of City Data.** Contractor is provided a limited non-exclusive license to use the City Data solely for performing its obligations under the Agreement and not for Contractor's own purposes or later use. Nothing herein shall be construed to confer any license or right to the City Data within the system, by implication, estoppel or otherwise, under copyright or other intellectual property rights, to any third party. Unauthorized use of City Data by Contractor or third parties is prohibited. For purpose of this requirement, the phrase "unauthorized use" means the data mining or processing of data, stored or transmitted by the service, for unrelated commercial purposes, advertising or advertising-related purposes, or for any purpose other than security or service delivery analysis that is not explicitly authorized. Notwithstanding the foregoing, Contractor may use City Data in an anonymized and aggregated manner to improve its product and service offerings and to expand such offerings in the future, so long as Contractor does not indicate to any third party that such City Data were provided by, obtained from, or associated with, the City or City employees.

13.1.2 Access to and Extraction of City Data. City shall have access to City Data 24 hours a day, 7 days a week. The SaaS Application(s) shall be capable of creating a digital, reusable copy of the City Data, in whole and in part, as an independent platform and machine-readable file. Such file formats include, without limitation, plain text files such as comma-delimited tables, extensible markup language, and javascript object notation. City Data that is stored in binary formats, including, without limitation, portable document format, JPEG, and portable network graphics files, shall instead be reproducible in the same format in which it was loaded into the SaaS Application(s). This reusable copy shall be made available in a publicly documented and non-proprietary format, with a clearly defined data structure and a data dictionary for all terms of art contained in the data. For purposes of this section, non-proprietary formats include formats for which royalty-free codecs are available to Authorized Users. Contractor warrants that City shall be able to extract City Data from the SaaS Application(s) on demand, but no later than 24 hours of City's request, without charge and without any conditions or contingencies whatsoever (including, but not limited to, the payment of any fees to Contractor).

13.1.3 Back-up and Recovery of City Data. As a part of the SaaS Services, Contractor is responsible for maintaining a backup of City Data and for an orderly and timely recovery of such data in the event of data corruption or interruption of the SaaS Services. Unless otherwise described in Appendices A and/or B, Contractor shall maintain a contemporaneous backup of City Data that can be recovered within the requirements in this Agreement and as outlined in Appendix D and maintaining the security of City Data as further described herein. Contractor's backup of City Data shall not be considered in calculating storage used by City.

13.1.4 Data Breach; Loss of City Data. In the event of any Data Breach, act, SaaS Software Error, omission, negligence, misconduct, or breach that compromises or is suspected to compromise the security, confidentiality, or integrity of City Data or the physical, technical, administrative, or organizational safeguards put in place by Contractor that relate to the protection of the security, confidentiality, or integrity of City Data, Contractor shall, as applicable:

(a) Notify City immediately following discovery, but no later than 24 hours, of becoming aware of such occurrence or suspected occurrence. Contractor's report shall identify:

- (i) the nature of the unauthorized access, use or disclosure;
- (ii) the Confidential Information accessed, used or disclosed;
- (iii) the person(s) who accessed, used, disclosed and/or received protected information (if known);
- (iv) what Contractor has done or will do to mitigate any deleterious effect of the unauthorized access, use or disclosure, and
- (v) what corrective action Contractor has taken or will take to prevent future unauthorized access, use or disclosure.

(b) In the event of a suspected Breach, Contractor shall keep the City informed regularly of the progress of its investigation until the uncertainty is resolved;

(c) Contractor shall coordinate with the City in its breach response activities, including, without limitation:

- (i) Immediately preserve any potential forensic evidence relating to the breach, and remedy the breach as quickly as circumstances permit;
- (ii) Promptly (within two business days) designate a contact person to whom the City will direct inquiries, and who will communicate Contractor responses to City inquiries;
- (iii) As rapidly as circumstances permit, apply appropriate resources to remedy the breach condition, investigate, document, and restore City service(s) as directed by the City; and undertake appropriate response activities;
- (iv) Provide status reports to the City on Data Breach response activities, either on a daily basis or a frequency approved by the City;
- (v) Make all reasonable efforts to assist and cooperate with the City in its Data Breach response efforts;
- (vi) Ensure that knowledgeable Contractor staff are available on short notice, if needed, to participate in City-initiated meetings and/or conference calls regarding the Breach; and
- (vii) Cooperate with City in investigating the occurrence, including making available all relevant records, logs, files, data reporting, and other materials required to comply with applicable law or as otherwise required by City.

(d) In the case of personally identifiable information (PII) or protected health information (PHI), at City's sole election, (a) notify the affected individuals as soon as practicable, but no later than is required to comply with applicable law, or, in the absence of any legally required notification period, within five Days of the occurrence; or (b) reimburse City for any costs in notifying the affected individuals;

(e) In the case of PII, provide third-party credit and identity monitoring services to each of the affected individuals who comprise the PII for the period required to comply with applicable law, or, in the absence of any legally required monitoring services, for no fewer than 18 months following the date of notification to such individuals;

(f) Perform or take any other actions required to comply with applicable law as a result of the occurrence;

(g) Without limiting Contractor's obligations of indemnification as described in Article 5 of this Agreement, indemnify, defend, and hold harmless City for any and all claims, including reasonable attorneys' fees, costs, and expenses incidental thereto, which may be suffered by, accrued against, charged to, or recoverable from City in connection with the occurrence;

(h) Recreate lost City Data in the manner and on the schedule set by City without charge to City; and

(i) Provide to City a detailed plan within 10 Days of the occurrence describing the measures Contractor will undertake to prevent a future occurrence.

(j) Notification to affected individuals, as described above, shall comply with applicable law, be written in plain language, and contain (at the City's election) information that may include: name and contact information of Contractor's (or City's) representative; a description of the nature of the loss; a list of the types of data involved; the known or approximate date of the loss; how such loss may affect the affected individual; what steps Contractor has taken to protect the affected individual; what steps the affected individual can take to protect himself or herself; contact information for major credit card reporting agencies; and, information regarding the credit and identity monitoring services to be provided by Contractor.

(k) Contractor shall retain and preserve City Data in accordance with the City's instruction and requests, including, without limitation, any retention schedules and/or litigation hold orders provided by the City to Contractor, independent of where the City Data is stored.

(l) City shall conduct all media communications related to such Data Breach, unless in its sole discretion, City directs Contractor to do so.

13.2 Proprietary or Confidential Information.

13.2.1 Proprietary or Confidential Information of City. Contractor understands and agrees that, in the performance of the work or services under this Agreement

may involve access to City Data that is Confidential Information. Contractor and any subcontractors or agents shall use Confidential Information only in accordance with all applicable local, state and federal laws restricting the access, use and disclosure of Confidential Information, and only as necessary in the performance of this Agreement. Contractor's failure to comply with any requirements of local, state or federal laws restricting access, use and disclosure of Confidential Information shall be deemed a material breach of this Agreement, for which City may terminate the Agreement. In addition to termination or any other remedies set forth in this Agreement or available in equity or law, the City may bring a false claim action against the Contractor pursuant to Chapters 6 or 21 of the Administrative Code, or debar the Contractor. Contractor agrees to include all of the terms and conditions regarding Confidential Information contained in this Agreement in all subcontractor or agency contracts providing services under this Agreement.

13.2.2 Obligation of Confidentiality. Subject to San Francisco Administrative Code Section 67.24(e), any state open records or freedom of information statutes, and any other applicable laws, the Parties agree to hold all Confidential Information in strict confidence and not to copy, reproduce, sell, transfer, or otherwise dispose of, give or disclose such Confidential Information to third parties other than employees, agents, or subcontractors of a Party who have a need to know in connection with this Agreement, or to use such Confidential Information for any purposes whatsoever other than the performance of this Agreement. The Parties agree to advise and require their respective employees, agents, and subcontractors of their obligations to keep all Confidential Information confidential.

13.2.3 Nondisclosure. The receiving Party of proprietary or Confidential Information agrees and acknowledges that it shall have no proprietary interest in the Confidential Information and will not disclose, communicate or publish the nature or content of such information to any person or entity, nor use, except in connection with the performance of its obligations under this Agreement or as otherwise authorized in writing by the disclosing Party, any of the Confidential Information it produces, receives, acquires or obtains from the disclosing Party. The receiving Party shall take all necessary steps to ensure that the Confidential Information is securely maintained. The receiving Party's obligations set forth herein shall survive the termination or expiration of this Agreement. In the event the receiving Party becomes legally compelled to disclose any of the Confidential Information, it shall provide the disclosing Party with prompt notice thereof and shall not divulge any information until the disclosing Party has had the opportunity to seek a protective order or other appropriate remedy to curtail such disclosure. If such actions by the disclosing Party are unsuccessful, or the disclosing Party otherwise waives its right to seek such remedies, the receiving Party shall disclose only that portion of the Confidential Information that it is legally required to disclose.

13.2.4 Litigation Holds. Contractor shall retain and preserve City Data in accordance with the City's instruction and requests, including, without limitation, any retention schedules and/or litigation hold orders provided by the City to Contractor, independent of where the City Data is stored.

13.2.5 Notification of Legal Requests. Contractor shall immediately notify City upon receipt of any electronic discovery, litigation holds, discovery searches, and expert testimonies related to City's Data under this Agreement, or which in any way might reasonably

require access to City's Data, and in no event later than 24 hours after it receives the request. Contractor shall not respond to subpoenas, service of process, and other legal requests related to City without first notifying City other than to notify the requestor that the information sought is potentially covered under a non-disclosure agreement. Contractor shall retain and preserve City Data in accordance with the City's instruction and requests, including, without limitation, any retention schedules and/or litigation hold orders provided by the City to Contractor, independent of where the City Data is stored.

13.2.6 Cooperation to Prevent Disclosure of Confidential Information.

Each Party shall use its best efforts to assist the other Party in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limiting the foregoing, each Party shall advise the other Party immediately in the event either Party learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Agreement and each Party will cooperate with the other Party in seeking injunctive or other equitable relief against any such person.

13.2.7 Remedies for Breach of Obligation of Confidentiality. Each Party acknowledges that breach of its obligation of confidentiality may give rise to irreparable injury to the other Party, which damage may be inadequately compensable in the form of monetary damages. Accordingly, a Party may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available, to include, in the case of City and at the sole election of City, the immediate termination of this Agreement, without liability to City.

13.2.8 Surrender of Confidential Information upon Termination. Upon termination of this Agreement, in whole or in part, each Party shall, within five Days from the date of termination, return to the other Party any and all Confidential Information received from the other Party, or created or received by a Party on behalf of the other Party, which are in such Party's possession, custody, or control; provided, however, that Contractor shall return City Data to City following the timeframe and procedure described further in this Agreement. Should Contractor or City determine that the return of any Confidential Information, other than City Data, is not feasible, such Party shall destroy the Confidential Information and shall certify the same in writing within five Days from the date of termination to the other Party, pursuant to Article 8 of this Agreement.

13.2.9 Data Security. To prevent unauthorized access or "hacking" of City Data, Contractor shall at all times during the Term provide and maintain up-to-date security with respect to (a) the Services, (b) the Contractor's Website, (c) Contractor's physical facilities, and (d) Contractor's networks. Contractor shall provide security for its networks and all Internet connections consistent with best practices observed by well-managed SaaS working in the financial services industry, and shall promptly install all patches, fixes, upgrades, updates and new versions of any security software it employs. Contractor shall maintain appropriate safeguards to restrict access to City's Data to those employees, agents or service providers of Contractor who need the information to carry out the purposes for which it was disclosed to Contractor. For information disclosed in electronic form, Contractor agrees that appropriate safeguards include electronic barriers (e.g., "firewalls," Transport Layer Security (TLS), Secure Socket Layer [SSL] encryption or most current industry standard encryption, intrusion

prevention/detection or similar barriers) and secure authentication (e.g., password protected) access to the City's Confidential Information and hosted City Data. For information disclosed in written form, Contractor agrees that appropriate safeguards include secured storage of City Data. City Data classified as Confidential Information shall be encrypted at rest and in transit with controlled access. Contractor also shall establish and maintain any additional physical, electronic, administrative, technical and procedural controls and safeguards to protect City Data that are no less rigorous than accepted industry practices (including, as periodically amended or updated, the International Organization for Standardization's standards: ISO/IEC 27001:2005 – Information Security Management Systems – Requirements and ISO-IEC 27002:2005 – Code of Practice for Information Security Management, NIST Special Publication 800-53 Revision 4 or its successor, the Information Technology Library (ITIL) standards, the Control Objectives for Information and related Technology (COBIT) standards, or other applicable industry standards for information security), and shall ensure that all such controls and safeguards, including the manner in which Confidential Information is collected, accessed, used, stored, processed, disposed of and disclosed, comply with applicable data protection and privacy laws, as well as the terms and conditions of this Agreement. Contractor warrants to the City compliance with the following (as periodically amended or updated) as applicable:

(a) The California Information Practices Act (Civil Code §§ 1798, *et seq.*); and

(b) Relevant security provisions of the Payment Card Industry (PCI) Data Security Standard (PCI DSS) including the PCI DSS Cloud Computing Guidelines;

13.2.10 Data Privacy and Information Security Program. Without limiting Contractor's obligation of confidentiality as further described herein, Contractor shall establish and maintain a data privacy and information security program, including physical, technical, administrative, and organizational safeguards, that is designed to: (a) ensure the security and confidentiality of the City Data; (b) protect against any anticipated threats or hazards to the security or integrity of the City Data; (c) protect against unauthorized disclosure, access to, or use of the City Data; (d) ensure the proper disposal of City Data; and, (e) ensure that all of Contractor's employees, agents, and subcontractors, if any, comply with all of the foregoing. In no case shall the safeguards of Contractor's data privacy and information security program be less stringent than the safeguards used by City.

13.2.11 City's Right to Termination for Deficiencies. City reserves the right, at its sole election, to immediately terminate this Agreement, without limitation and without liability, if City reasonably determines that Contractor fails or has failed to meet its obligations under this Section.

13.2.12 Data Transmission. The Contractor shall ensure that all electronic transmission or exchange of system and application data with City and/or any other parties expressly designated by City shall take place via encrypted secure means (using HTTPS or SFTP or most current encryption methods, or other means, as directed by the SFMTA). The Contractor shall also ensure that all data exchanged shall be used expressly and solely for the purposes enumerated in the Agreement. Data shall not be distributed, repurposed or shared across other applications, environments, or business units of the Contractor. The Contractor shall ensure that

no City Data of any kind shall be copied, modified, destroyed, deleted, transmitted, exchanged or otherwise passed to other vendors or interested parties except on a case-by-case basis as specifically agreed to in writing by City. Contractor shall not access City Data from outside the continental United States.

13.3 SSAE 16, SOC 2/SOC 3 Audit Report.

13.3.1 During the Term of the Agreement, Contractor shall provide, on an annual basis, the SSAE 16, and/or SOC 2/SOC 3 Audit report ("Audit Reports") (if Contractor is using a hosting service provider, the Audit Report it receives from its service provider) as follows: (a) the Audit Reports shall include a 365-day (12-month) testing period; and (b) the Audit Reports shall be available to City no later than 30 Days after they are received by Contractor. Upon City's written request, Contractor shall provide a so-called "negative assurance opinion" to City as soon as said opinion is received from Contractor's hosting service provider. Contractor shall on an annual basis, and otherwise as reasonably requested by City: (i) provide the foregoing Audit Reports to City and (ii) request such "negative assurance opinions" on City's behalf. Contractor shall implement reasonably required safeguards as identified by City or by any audit of Contractor's data privacy and information security program.

13.3.2 **Audit of Contractor's Policies.** Contractor agrees to make its policies, procedures and practices regarding Data Security available to City, if needed, and agrees that City reserves the rights, including, but not limited to, making a site visit, scanning for malicious codes, and hiring a third party to perform a security audit if City determines that the SSAE Audit Report is unsatisfactory.

13.3.3 **Information Security Audits.** The Contractor shall contract with an independent third party to perform yearly Information Security Audits of their primary and backup Data Centers. The annual audits shall include an outside penetration/vulnerability test, and internal penetration and vulnerability tests with the third party directly on the internal network. The summary results of the audits shall be shared with the City. All audit findings shall be remedied.

13.3.4 **Audit Findings.** Contractor shall implement reasonably required safeguards as identified by City or by any audit of Contractor's data privacy and information security program.

13.4 **Payment Card Industry ("PCI") Requirements.** Contractors providing services and products that handle, transmit or store cardholder data, are subject to the following requirements:

13.4.1 Applications shall be compliant with the Payment Application Data Security Standard (PA-DSS) and validated by a Payment Application Qualified Security Assessor (PA-QSA). A Contractor whose application has achieved PA-DSS certification shall then be listed on the PCI Councils list of PA-DSS approved and validated payment applications.

13.4.2 Gateway providers shall have appropriate Payment Card Industry Data Security Standards (PCI DSS) certification as service providers (<https://www.pcisecuritystandards.org/index.shtml>). Compliance with the PCI DSS shall be

achieved through a third-party audit process. The Contractor shall comply with Visa Cardholder Information Security Program (CISP) and MasterCard Site Data Protection (SDP) programs.

13.4.3 For any Contractor that processes PIN Debit Cards, payment card devices supplied by Contractor shall be validated against the PCI Council PIN Transaction Security (PTS) program.

13.4.4 For items 13.3.1 to 13.3.3 above, Contractor shall provide a letter from their qualified security assessor (QSA) affirming their compliance and current PCI or PTS compliance certificate.

13.4.5 Contractor shall be responsible for furnishing City with an updated PCI compliance certificate 30 Days prior to its expiration.

13.4.6 Bank Accounts. Collections that represent funds belonging to the City and County of San Francisco shall be deposited, without detour to a third party's bank account, into a City bank account designated by the Office of the Treasurer and Tax Collector.

Article 14 Force Majeure

14.1 **Liability.** No Party shall be liable for delay in the performance of its obligations under this Agreement if and to the extent such delay is caused, directly or indirectly, by: fire, flood, earthquake, elements of nature or acts of God; riots, civil disorders, or any other cause beyond the reasonable control of such Party (a "Force Majeure Event"). In the case of a Force Majeure Event, Contractor shall immediately commence disaster recovery services as described in Section 14.4.

14.2 **Duration.** In a Force Majeure Event, the non-performing Party shall be excused from further performance or observance of the obligation(s) so affected for as long as such circumstances prevail and such Party continues to use its best efforts to recommence performance or observance whenever and to whatever extent possible without delay. Any Party so delayed in its performance shall immediately notify the Party to whom performance is due by telephone (to be confirmed in writing within two Days of the inception of such delay) and describe at a reasonable level of detail the circumstances causing such delay.

14.3 **Effect.** If a Force Majeure Event substantially prevents, hinders, or delays performance of the Services as critical for more than 15 consecutive Days, then at City's option: (i) City may terminate any portion of this Agreement so affected and the charges payable hereunder shall be equitably adjusted to reflect those terminated Services; or (ii) City may terminate this Agreement without liability to City or Contractor as of a date specified by City in a written notice of termination to Contractor. Contractor shall not have the right to any additional payments from City for costs or expenses incurred by Contractor as a result of any force majeure condition that lasts longer than three Days.

14.4 **Disaster Recovery.** In the event of a disaster, as defined below, Contractor shall provide disaster recovery services in accordance with the provisions of the Disaster Recovery Plan attached as Appendix E hereto, or as otherwise set forth in this Agreement or any Statement of Work. Notwithstanding Section 14.1, a Force Majeure Event shall not excuse Contractor of

its obligations for performing disaster recovery services as provided in this Section. In the event that a disaster occurs and Contractor fails to restore the hosting services within 24 hours of the initial disruption to Services, City may, in its discretion, deem such actions to be a material default by Contractor incapable of cure, and City may immediately terminate this Agreement. For purposes of this Agreement, a "disaster" shall mean an interruption in the hosting services or the inability of Contractor to provide City with the SaaS Application(s) and hosting services for any reason that could not be remedied by relocating the SaaS Application(s) and hosting services to a different physical location outside the proximity of its primary Data Center.

Article 15 Appendices

15.1 **Additional Appendices.** The following appendices are attached and incorporated into this Agreement as though fully set forth herein and together form the complete Agreement between the Parties:

15.2 **Appendices:**

- A. Mobile Ticketing Implementation and Training Services
- B. SaaS Application(s) and Hosting Services
- C. Payment Schedule
- D. Service Level Obligations
- E. Disaster Recovery Plan
- F. Task Order Request Form

Article 16 MacBride And Signature

16.1 **MacBride Principles -Northern Ireland.** The provisions of San Francisco Administrative Code §12F are incorporated herein by this reference and made part of this Agreement. By signing this Agreement, Contractor confirms that Contractor has read and understood that the City urges companies doing business in Northern Ireland to resolve employment inequities and to abide by the MacBride Principles, and urges San Francisco companies to do business with corporations that abide by the MacBride Principles.

[Signatures on next page.]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the day first mentioned above.

CITY San Francisco Municipal Transportation Agency <hr/> <p>Edward D. Reiskin Director of Transportation</p> <p>Authorized By:</p> <p>Municipal Transportation Agency Board of Directors</p> <p>Resolution No: _____</p> <p>Adopted: _____</p> <p>Attest: _____ Roberta Boomer, Secretary</p> <p>Approved as to Form:</p> <p>Dennis J. Herrera City Attorney</p> <p>By: _____ Isidro A. Jiménez Deputy City Attorney</p>	CONTRACTOR moovel North America, LLC 209 NW 4th Avenue Suite 200 Portland, OR 97209 <hr/> <p>Nat Parker Chief Executive Officer moovel North America, LLC</p> <hr/> <p>Jose Valera General Counsel moovel North America, LLC</p> <p><u>Acknowledgement of Large Vehicle Driver Safety Training Requirements:</u></p> <p>By signing this Agreement, Contractor acknowledges that it has read and understands Section 12.1: Large Vehicle Driver Safety Training Requirements.</p> <p>Supplier ID: 0000014814</p>
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Appendix A

Mobile Ticketing Implementation and Training Services

A. Project Background

The SFMTA is contracting to ensure continued delivery of the Mobile Ticketing Services for the Agency's Muni public-transit services. The Mobile Ticketing Services include: (1) a Mobile Ticketing Application, for purchasing and managing transit tickets and other products (e.g., single-ride bus and rail, single-ride cable car, one-day bus and rail passes, reduced fare and paratransit tickets along with one-, three- and seven-day passports); (2) a Customer Web Portal, for Muni customers to manage their Muni tickets and associated payment methods; (3) a City Web Portal, for SFMTA staff to access comprehensive web-based data and reporting tools to administer the Mobile Ticketing Services; and (4) a Business Partner Web Portal, to support sales and distribution of Muni tickets and promotional products by third-party business partners (e.g., hotels, convention producers, cruise ship companies, and online travel agencies).

The SFMTA's goals for this Agreement are to:

1. Sustain and continue the existing Mobile Ticketing Services, while providing additional functionality to improve upon its current system.
2. Improve customer satisfaction and payment convenience.
3. Reduce cash payment and customer wait times at high dwell time boarding locations and special events during peak loading periods.
4. Provide flexibility and convenient means for local riders and tourists to pay for their fares.
5. Provide a means for third parties to provide and/or sell fares or promotional codes to customers, including but not limited to special event producers, hotels, cruise ship operators and online travel agencies.
6. Integrate the Mobile Ticketing Application with a trip planner and associated trip data collection to be provided by a contractor under SFMTA's customer information system procurement, such that both mobile payments and travel information are provided to customers within a single application.
7. Integrate the Mobile Ticketing Application with fare payment apps offered by other transit operators where possible.

8. Learn and report on lessons that can be applied toward future mobile-based payment solutions on our system and across the region.

Contractor shall:

1. Provide Mobile Ticketing Services to sustain the SFMTA's existing mobile ticketing offerings.
2. Deliver a Mobile Ticketing Application with sophisticated and dynamic ticketing screens on mobile devices for ease of fare validation and inspection and protection against fraud.
3. Build the Mobile Ticketing Application on a stable, scalable backend with sufficient backup capacity.
4. Process, authorize, collect, and settle all mobile ticket transactions in a timely manner.
5. Ensure Mobile Ticketing Services satisfy accessibility requirements.
6. Offer a City Web Portal with comprehensive web-based data and reporting tools for SFMTA staff.
7. Provide reliable customer service and support when SFMTA staff are unable to resolve customer concerns.

B. Deliverables

Contractor shall provide to the SFMTA the following Deliverables as part of the Mobile Ticketing Services:

1. The Mobile Ticketing Application is the current "MuniMobile" smartphone application providing customers with the ability to buy, store, and use tickets for use on the SFMTA's public transit services. Contractor shall provide the Mobile Ticketing Application by the Effective Date of this Agreement.
2. The Customer Web Portal is the current website used by Muni customers to manage personal accounts associated with the Mobile Ticketing Application. Contractor shall provide the Customer Web Portal by the Effective Date of this Agreement

3. The City Web Portal is the current website used by SFMTA personnel to access customer account information and generate financial and activity reporting on Mobile Ticketing Application usage. Contractor shall provide the City Web Portal by the Effective Date of this Agreement.
4. The Business Partner Web Portal is the future website to support sales and distribution of fare products by third parties to Muni customers, including but not limited to special event producers, hotels, cruise ship operators, and online travel agencies. Contractor shall provide the Business Partner Web Portal by June 1, 2019.

C. Requirements

The Mobile Ticketing Services shall satisfy each of the following requirements:

C.1. Functional Requirements

The Mobile Ticketing Services shall:

1. Provide a simple, fast, and customer-friendly interface for purchasing and activating single or multiple tickets, managing accounts and payment methods, and using additional features of the Mobile Ticketing Application.
2. Include development of Mobile Ticketing Applications for both Android and iOS device types; the applications and shall be available in the app stores and meet the following requirements:
 - a. Mobile Ticketing Applications shall be developed according to standard mobile application interface guidelines;
 - b. Contractor shall both deploy and manage the applications in the Apple App Store and Google Play Store; and
 - c. Mobile Ticketing Applications shall be backward compatible with previous versions of Android and iOS operating systems still supported by Apple and Google.
3. Provide for offline usage of the Mobile Ticketing Application when customer's devices are not connected to a network, including offline activation for Muni tickets stored on the device, even though purchasing tickets will require a network connection.

4. Handle a volume of at least 10,000 customers downloading or using the Mobile Ticketing Application at a given time (such as when special events let out and during peak hours on Muni).
5. Handle a volume at least 100,000 sales and activations of Muni tickets per day.
6. Integrate the Mobile Ticketing Application and Customer Web Portal with the SFMTA's trip planning tools, customer information (e.g., real-time transit vehicle arrival time information), transit system maps, and customer service/help functions, provided by a yet-to-be-identified contractor under SFMTA's Next Generation Customer Information System contract, such that Muni customers can pay fares and access trip planning and real-time arrival information from the Mobile Ticketing Application.
7. Meet all ADA guidelines (<http://www.w3.org/WAI/users/Overview.html>) for web and mobile accessibility, including utilizing built-in accessibility features on user devices.
8. Be user-configurable and/or capable in multiple languages, including English, Chinese, Russian, Spanish and Tagalog versions at a minimum, to address our customer language requirements, with the ability to expand to more languages
9. Utilize minimal storage space on customer devices; data storage shall be optimized and not exceed constraints of the host device.
10. Be developed to minimize freezes or crashes of the Mobile Ticketing Application on customer devices.
11. Coordinate with yet-to-be-identified contractor for the Next Generation Customer Information System to integrate with their systems. As directed by the SFMTA, and subject to Contractor's standard time-and-materials rates for its professional services, Contractor shall be required to discuss and resolve with the contractor for the Next Generation Customer Information System integration issues, which may include participating in meetings and could involve development of APIs and feed specifications, among other solutions.
12. Provide for Muni tickets to be stored both locally on customer devices and in the cloud.
 - a. Ticket storage shall be configurable on the Mobile Ticketing Application to allow customers to choose location for tickets to be stored.

- b. Default shall be to store tickets on customer devices. In the future, the SFMTA may enable cloud storage for ease of transferring tickets between devices or disable cloud storage for protection against fraudulent ticket transfer concerns.
- c. If possible, system shall be designed to transfer only non-activated tickets between devices for those tickets stored on the cloud.

C.2 Sales Requirements

The Mobile Ticketing Services shall:

1. Sell single-ride bus and rail, cable car, 24-hour/day pass, one-, three-, and seven-day passport, bus and rail day pass, and special event fare products on Muni.
2. Sell discount and special fares, including senior, disabled, Medicare, and youth fare products on Muni; Promote accountability and protection against discount fare evasion by communicating (e.g., pop-ups, scrim) qualifying requirements (e.g., age requirements, appropriate documentation) to customers through the Mobile Ticketing Application.
3. Sell mobile tickets with different activation and expiration requirements.
4. Allow Muni customers to purchase a single ticket or multiple tickets in a single transaction. Additionally, for a single event, allow multiple tickets (up to 20) to be purchased and stored both on one customer device and in a single customer account.
5. Allow account or payment information to be stored in the customer account for future purchases. Any stored payment information shall be secured in a Payment Card Industry Data Security Standard (PCI-DSS) environment to guard against theft payment information in the event the device is lost or stolen.
6. Implement any fare changes that the SFMTA imposes over the term of the Agreement. Ticket types and prices shall either be SFMTA-configurable with a fare management tool, and/or the Contractor shall support fare changes and requests with one month's notice.
7. Implement the addition or elimination of fare products from the mobile ticketing solution over the term of the Agreement.

8. Provide and maintain a Business Partner Web Portal to support sales and distribution of fare products by third parties to Muni customers, including but not limited to special event producers, hotels, cruise ship operators, and online travel agencies.
9. Allow for event-specific promotional fares to be added to the ticket offering, at different price levels.
10. Require a minimum purchase amount from customers; minimum amount to be designated by the SFMTA.
11. Allow tickets for recurring or multi-day special events to be “nested” under a parent title on the ticket sales screen, to provide simplicity and avoid lengthy lists of products on the sales screen.
12. Allow for tickets to be purchased from the sfmta.com website and transferred to the Mobile Ticketing Application.
13. Implement means for user to validate mobile phone number and/or e-mail address as part of the account registration process by end of contract period.

C.3. Validation and Inspection Requirements

The Mobile Ticketing Services shall:

1. Provide tickets on customer device screens with multiple security features, such as dynamic visualization, changing date codes, dynamic barcodes, audio validation, account owner photo identification, or any other features recommended by Contractor.
2. Provide display of multiple active tickets on single customer device screen.
3. Provide for quick and easy visual inspection by the SFMTA’s personnel to determine validity of the ticket presented.
4. Provide a method for determining when tickets were purchased and activated to protect against onboard purchases being opportunistically made once a transit fare inspector is present.
5. Tie to barcode and/or near field communications (NFC)-type inspection capabilities for enabled customer devices.

6. Offer a hardware solution for electronic validation of tickets if the SFMTA elects to equip vehicles and/or faregates with validation hardware.

C.4. Security Requirements

The Mobile Ticketing Services shall:

1. Meet the latest payment card industry (PCI) compliance standards (<https://www.pcisecuritystandards.org/>) and operate within PCI compliance at all times.
2. Meet SFMTA Privacy Policy requirements and embed a link to the Privacy Policy within Terms and Conditions in the app.
 - a. Contractor shall notify the SFMTA of any changes to PCI standards and certify that the system will meet those requirements within 60 days.
3. Use enhanced security and encryption of all customer payment information and other personally identifiable information.
4. Provide demonstrable resistance to fraud and security against hacking.
 - a. Contractor shall report to the SFMTA any suspicious fraudulent activity immediately upon Contactor's discovery.
5. Disallow multiple logins to the same account (and activated ticket) from multiple devices.
6. Ensure the SFMTA is notified immediately in the event of a suspected breach of customer or the SFMTA data.

C.5. Backend Requirements

The Mobile Ticketing Services back end software shall:

1. Operate at all times in the event of a Mobile Ticketing Application outage.
 - a. Automatically take database snapshots on a nightly basis, and provide the ability to restore to a point in time if the need arises. All databases shall be hosted in multiple locations to provide a hot spare / failover.

- b. Production services deployed using load balancing to provide multiple instances of each service at all times. Should there be a disruption to one of the service hosts, traffic is directed away from this host, a new host is automatically created to replace the problematic host. Databases run with a hot spare that is constantly available and automatically swapped in in the event of a database issue.
 - c. Notwithstanding the foregoing, moovel will only support the latest versions of the Android and iOS operating systems that, together, meet or exceed 95% of the worldwide market share as determined in the reasonable opinion of moovel.
2. Use a standalone, account-based backend system.
3. Be scalable to support growth of the Mobile Ticketing Application based on customer use and adoption.
4. Be regularly updated to support product development and/or technology advancement.
5. Support any operating system (OS) upgrades for host device types (Android and iOS) with certified testing.
 - a. Support any new OS version within four weeks of release.
 - b. Provide backward compatibility for multiple major versions.
6. Provide backend metrics and performance monitoring and reporting tools.
7. Provide a tool for bug reporting and tracking of issues.
8. Allow the SFMTA to own the virtual space and intellectual property occupied by the application even after conclusion of the Agreement; Contractor, however, will be responsible for and shall establish the Mobile Ticketing Application in the Google Play and Apple App stores.
9. Provide interface for other third-party applications via secure application programming interfaces (APIs). The SFMTA may provide these APIs to other third-parties by mutual agreement.

C.6. Data Requirements

The Mobile Ticketing Services shall:

1. Provide the SFMTA an interface to both raw and summary transaction data for financial reconciliation processes (i.e., City Web Portal).
 - a. List the formats in which data will be available, such as Excel, CSV, and XML.
 - b. Data shall reconcile to the settled amount within 99.9% accuracy.
2. Provide programmatic access to raw transaction-level data to the SFMTA through means such as a REST-compliant Web service in a format that can be imported into the SFMTA's data warehouse.

Contractor shall work with the SFMTA to facilitate the SFMTA's extraction of data from the Mobile Ticketing Services, and ensure that the raw files can be imported and utilized by the SFMTA's systems. This involves providing to the SFMTA secure access to the data, providing the data in a compatible format, providing the data on a daily schedule, and providing a point of contact for any technical issues.

3. Provide documentation of data model.
4. Provide location services to associate customer location with (a) fare payment and (b) other customer data generated under the mobile functionality provided by the SFMTA's Next Generation Customer Information System contractor, such as trip planning and real-time arrival information. Provide a customer opt-in/out function settings of the Mobile Ticketing Application.
5. Provide the ability for mobile ticketing data to be combined with our existing fare system data (e.g., Clipper smartcard, farebox and or farebox data, depending on other contractor capabilities.)

C.7. Processing and Settlement Requirements

The Mobile Ticketing Services shall:

1. Provide hosted payment processing for credit and debit cards, including:
 - a. Acceptance of all major credit and debit card types.

- i. Visa
 - ii. Mastercard
 - iii. American Express
 - iv. Discover
 - v. Diners Club
 - vi. JCB
 - vii. Maestro
 - viii. UnionPay
 - b. Acceptance of PayPal and other forms of electronic payment.
 - c. Acceptance of the SFMTA's transit benefit debit cards, including debit cards provided by Ameriflex, Benefit Resource, Communter Benefit Solutions, EBPA, EdenRed, Gusto, Navia, TransBen., TranSERVE, and WageWorks.
2. Include payment methods approved by the SFMTA.
3. Use enhanced payment method verification, such as CVV, address verification, etc.
4. Authorize, process, and settle payments in a manner that is fully compliant with all current PCI standards and applicable financial industry standards.
5. Securely collect, process, and settle all transactions to the customers' issuing bank accounts daily.
 - a. Any transaction fees, merchant acquirer fees, interchange fees, etc. shall be covered by the Contractor and included in the cost estimate.
 - b. All fees shall be itemized and reported to the SFMTA for each deposit.
6. Process all refunds and chargebacks initiated by either the customer service interface or the issuing bank.
7. Settle transactions to the SFMTA no less than once daily by wiring the deposit to the SFMTA's bank account.

The SFMTA will later reconcile revenue on a monthly basis. For each settlement period, Contractor shall provide a consistent summary report for that same period. The report shall reflect the same total value as the funds transfer, allocating the total wired revenue by product, to aid the SFMTA with the revenue apportionment process.

C.8. Reporting Requirements

The Mobile Ticketing Services shall:

1. Provide web-based functionality to support daily financial reporting.
 - a. Reports shall be made available online for retrieving, reviewing, printing, and downloading transaction and settlement data in Excel and CSV formats.
 - b. Reports shall itemize each transaction, including but not limited to: transaction identifier associated with account, payment method (credit, debit, etc.), card type, value of transaction, date and time of transaction (hr:min:sec), ticket type, passenger type (where applicable), number of tickets sold, and other necessary information.
 - c. Reports shall also include any transaction refund or chargeback data (which may be provided by payment processor.)
 - d. Reports shall include full reconciliation and settlement data.
 - e. Financial data shall be available to the SFMTA for a minimum of three years, including online per transaction data and summary/statement data.
 - f. Reports shall be accessible by the SFMTA at any time.
 - g. Reporting shall allow for multiple accounts and user access and shall not restrict the number of users.
2. Provide a web-based interface for monitoring real-time ticket sales and activations.
 - a. Sales and activation reporting interface, if separate than financial reporting interface, shall allow for multiple accounts and user access and shall not restrict the number of users.
 - b. Sales and activation data shall be available online to the SFMTA for a minimum of 24 months.

3. Provide summary statistical data of customer profiles, such as device types, models, operating system platforms, app versions, customer networks, types of fares purchased, etc.
4. Provide sample reports and/or links to a reporting demo for both financial reconciliation and monitoring real-time sales and activations.
5. Provide reports on locations of purchase, activation, and any other applicable functions for customers allowing location information

C.9. Customer Service Requirements

The Mobile Ticketing Services shall:

1. Provide a City Web Portal to manage customer accounts, view transactions, investigate and resolve issues (including password resets), process refunds, cancel or re-issue tickets, and provide first level customer service support; support data shall be available to customer service staff for a minimum of 24 months.
2. Provide service support directly to the SFMTA's customer service staff for customer and technical issues that cannot be resolved by the SFMTA's personnel.
3. Provide direct means of contact available 24x7 for major system issues affecting the overall ticketing system noting that the majority of the special events occur during evenings and weekends.
 - a. Troubleshooting support for customer issues: support@moovel.com
 - b. Technical support for major system issues: moovel 24/7 on-call support (503) 389-5998
 - c. Administrative requests to add tickets: Laken Franz, Account Manager laken.franz@moovel.com
 - d. Account manager: Bonnie Crawford, VP Accounts bonnie.crawford@moovel.com

4. Provide support when customers report lost tickets (due to customer upgrading OS, purchasing new device, unexplained cause, etc.) or ticket transfer requests.

C.10. Training Requirements

Contractor shall:

1. Provide training to SFMTA personnel, geared towards education of transit operators, inspection/code compliance, customer service staff, financial/reporting, back office management, etc.
2. Use a “Train the Trainer” approach to instructing SFMTA personnel.
3. Provide all necessary training materials (presentation slides, reference guides, videos, etc.), as well as manuals for future reference for all of the Authorized Users.
4. Provide subsequent training materials when substantial updates are made to the applications, ensuring the SFMTA staff consistently has the most current materials.

C.11. Testing Requirements

Contractor shall:

1. Test thoroughly the Mobile Ticketing Services prior to release to evaluate and prove the design, user functionality, configurability, and security of the Mobile Ticketing Application, inspection devices, and all reporting and customer service interfaces.
2. Provide test scripts in advance of each testing phase for SFMTA approval; Contractor shall invite the SFMTA to observe and sign off on any testing activities performed by the Contractor.
3. Supply all smart phones and devices for testing, including a wide range of device manufacturers, models, and OS variations. Alternatively, Contractor may select a third party to perform testing on an array of devices, with the SFMTA participation and approval.
4. Make sandbox or test environments available to the SFMTA throughout solution development and test.

5. Obtain the SFMTA's approval after testing and prior to launch or upgrade of the Mobile Ticketing Services. Contractor shall comply with additional development and testing phases in order to meet all requirements agreed upon by the SFMTA and Contractor.

C.12 Mobility Management Requirements

The Mobile Ticketing Services shall:

1. Include the Business Partner Web Portal, which will allow the SFMTA to create and edit third parties who may provide and/or sell fare products or promotional codes to customers such as:
 - a. Transit/commuter benefits
 - b. Reduced fare programs
 - c. Special tickets including but not limited to sporting events, concerts, and conventions
 - d. Promotional codes
 - e. Future loyalty-based products (i.e., buy 10 get one free).
2. Allow the SFMTA to determine which products, value, or mobility packages are available for which partners to distribute or sell.
3. Identify transit benefits and reduced fare purchases in the sales report.
4. Monitor utilization of benefits and reduced fares via usage and partner reports.
5. Manage Special Events and other special fare distribution programs.
6. Allow partners of any type or size of organization, including departments within SFMTA

7. Allow partners to determine and manage eligibility for benefits.
8. Allow riders access to fare products in the Mobile Ticketing Application to be updated within minutes based on eligibility list.
9. Enable partner to send customizable email communication to riders to notify them of their eligibility.

C.13 Marketing Software Development Kit (SDK) and Support Requirements

Contractor shall:

1. Implement SDK for campaign tracking and advertising attribution.
2. Manage onboarding and set-up of advertising accounts for Facebook, Apple search, Google AdWords, and Instagram.
3. Provide a single point of contact campaign manager to support the SFMTA's mobile ticketing marketing needs.
4. Produce creative assets for one set of campaign creative with up to three rounds of revisions, including one contextual version mocked-up for each target advertising channel.
5. Plan and place media buys across channels agreed upon by the SFMTA. Available channels include: Google Universal App Campaign (UAC), Apple search ads, Instagram, Facebook, and Twitter.
6. Set-up and manage campaigns; including campaign keyword optimization.
7. Provide the SFMTA with weekly standardized reporting for campaign insights and analytics for duration of campaign.
8. Produce a campaign wrap-up report including key demographics and KPIs at end of campaign.

C.14. Regional Coordination Requirements

The Mobile Ticketing Services shall:

1. Be adaptable to process any next-generation fare payments and integrate into a future system. Bay Area transit operators and the Metropolitan Transportation Commission are currently developing a plan for a Next Generation Fare System (“Clipper 2.0”) that may include additional payment formats. Alternative payment methods may include EMV contactless credit cards, closed loop payment cards, or NFC/BLE/HCE payment from smart phones (such as Google Wallet, Apple Pay, etc.), watches (such as Apple Watch and other smartwatches), or other devices.
2. Be developed with consideration for integration into the region's Clipper 2.0 fare collection system scheduled to launch in 2020.

C.15. Other Requirements

The Mobile Ticketing Services shall:

1. Be accessible to the SFMTA's riders and meet requirements under Title VI of the Civil Rights Act of 1964 requirements as may be applicable to Contractor hereunder.
2. Be covered under warranty for the term of the Agreement. This should cover maintenance, and support, including regular upgrades/updates and bug corrections to the Mobile Ticketing Application, inspection application, reporting solutions, or customer service solutions.
3. Include any required licenses or software. These shall be the responsibility of the Contractor.
4. Produce marketing campaigns to drive downloads and usage of MuniMobile. Examples include (but are not limited to) print and digital assets, advertising, photography, and social media campaigns.
5. Allow for an orderly transition of the Services from Contractor to any subsequent contract for similar services in a manner that minimizes inconvenience for MuniMobile customers and the SFMTA.

Contractor shall make all relevant developer guides and any other relevant shall available

to any future MuniMobile contractor. Contractor shall work with future contractor to establish transition plan that provides a seamless customer experience.

Appendix B

SaaS Application and Hosted Services

I. Description of the SaaS Application and Hosted Services: “SaaS Application and Hosted Services” include the following services to support the SaaS Application(s):

A. Software: Use of Contractor’s Software operating on hosted equipment located at Contractor’s facility and/or any Data Center as further outlined under Section II (SaaS Data Centers) of this Appendix B.

B. Remote Software: Contractor shall provide access to and use of a remote software tool for City management of Authorized Users, access rights and other similar role-based controls as they pertain to the SaaS Services. Method will be published through Contractor portal and be made available to Authorized Users with elevated privileges.

C. Back-Up of City’s Data: Contractor shall provide up to 14 days of on-line hourly data retention for SaaS Software operation and functionality.

Contractor’s infrastructure is hosted with AWS and other critical applications Contractor relies on are SaaS vendors. Contractor’s risk for outages is reduced due to the structure of its services being cloud based. The Compliance team is part of Contractor’s third-party vendor program to ensure that Contractor engages with vendors that meet our requirements around availability. Contractor will perform a table top exercise in December 2019 to document its plan to work around several different types of outages. Contractor is also working on documenting BCP plans at a department level.

Within AWS, Contractor’s platform has been architected to be highly available running inside a single AWS region using multiple availability zones for failover. Contractor’s primary set of services run as Docker containers on multiple AWS Elastic Container Service hosts, running across two availability zones, with load balancing provided by AWS Elastic Load Balancers. Contractor’s database clusters all use AWS Relational Database Service instances, which provide primary/secondary failover clusters across two availability zones. In normal operation, services in both availability zones serve traffic. In the event of an availability zone outage, load balancers will shift the traffic to the availability zone that is still functional. If the primary database fails, RDS will automatically promote the secondary server and all database queries will automatically shift to the newly promoted server.

D. SaaS Environments: The SaaS Application and Hosted Services shall be hosted in a certified and secure Tier-3 data hosting center.

1. A single test environment available to the City and Contractor for the evaluation and eventual promotion of SaaS Software updates, patches, fixes or otherwise deemed tests. The test environment shall mirror the production environment.

E. Reporting: Contractor shall provide electronic notification within 24 hours of discovery and subsequent monthly reporting of any incidents or breaches that had occurred

within the environment or to the hosted application. In the event of a breach, Contractor shall follow the procedures set forth in Section 13.1.5 of the Agreement.

F. Availability of SaaS Services: Contractor (or its Hosting Service contractor) shall host the SaaS Services on computers owned or controlled by the Contractor (or its contractor) and shall provide the City with access to both a production environment with SaaS Application(s) and data and a test environment with SaaS Application(s) via Internet-access to use according to the terms herein.

1. Hosted System Uptime: Other than Scheduled SaaS Maintenance Services as outlined in Section III, emergency maintenance described below, Force Majeure as described in the Agreement and lack of Internet availability as described below, Contractor shall provide uptime to the SaaS Application and Hosted Service to achieve a 99.9% Service Level Availability.
2. Scheduled SaaS Maintenance: Scheduled SaaS Maintenance shall not exceed an average of four hours per month over a 12-month period except for major scheduled upgrades.

1. Unscheduled SaaS Maintenance. Contractor shall use commercially reasonable efforts to prevent more than one hour of continuous down time during Business Hours in any month for which unscheduled SaaS maintenance is required. If Contractor fails to meet this obligation for a period of three successive calendar months, Contractor shall furnish City with a Performance Credit in the amount of 10% of the Commission Fees (as calculated on a monthly basis for the reporting month. For each month (after the three successive calendar months) in which the Contractor fails to meet the obligation, the Performance Credit shall be increased by 5% (e.g., to 15%, 25%, 25%, and so forth). The City may deduct Performance Credits from monies due to the Contractor.

2. Emergency Maintenance. If Force Majeure Events or emergencies arise or continue, Contractor shall be entitled to take any action that Contractor, in good faith, determines is necessary or advisable to prevent, remedy, mitigate, or otherwise address actual or potential harm, interruption, loss, threat, security or like concern to any of the SaaS systems or the SaaS Software. Such emergency maintenance may include, but is not limited to: analysis, testing, repair, maintenance, re-setting and other servicing of the hardware, cabling, networks, software and other devices, materials and systems through which access to and/or use of the SaaS Software by City is made available. Contractor shall endeavor to provide advance written notice of such emergency maintenance to City as soon as is reasonably possible.

3. Notice of Unavailability: In the event there will be more than 30 minutes down time of any SaaS or Hosted Service components for any reason, including, but not limited to, Scheduled SaaS Maintenance or emergency maintenance, Contractor shall provide notice to users by posting a web page that indicates that the site is temporarily unavailable and to please come back later. Contractor shall also provide advanced e-mail notice to munimobile@sfmta.com and travis.fox@sfmta.com which will include at least a brief description of the reason for the down time and an estimate of the time when City can expect the site to be up and available.

G. Changes in Functionality. During the term of this Agreement, Contractor shall not reduce or eliminate functionality in SaaS Services. Where Contractor has reduced or eliminated functionality in SaaS Services, City, in its sole election, shall: (i) have, in addition to any other rights and remedies under this Agreement or at law, the right to immediately terminate this Agreement and be entitled to a return of any prepaid fees; or, (ii) determine the value of the reduced or eliminated functionality and Contractor shall immediately adjust the Commission Fees accordingly on a prospective basis.

II.SaaS Data Centers

A. Control: The method and means of providing the Services shall be under the exclusive control, management, and supervision of Contractor, giving due consideration to the requests of City. Contractor or any previously approved subcontractor shall provide the Services (including data storage) solely from within the continental United States and on computing and data storage devices residing in the United States.

B. Location: The location of the approved Data Center that will be used to host the SaaS Application(s) is as follows:

Data Center:
AWS US-WEST-2

C. Replacement Data Center: In the event Contractor changes the foregoing Data Center, Contractor shall provide City with prior written notice of said change and disclose the name and location of the replacement Data Center. The replacement Data Center shall be a reputable Data Center comparable to Contractor's current Data Center, and said replacement Data Center shall be located within the United States. The replacement Data Center shall perform a SOC 2/SOC 3 Audit Report at least annually, in accordance with Section 13.3 of this Agreement.

D. Notice of Change: If the location of the Data Center used to host the SaaS Application is changed, Contractor shall provide City with written notice of said change at least 60 Days prior to any such change taking place. Contractor shall disclose the address of the new facility, which shall be within the United States. The Data Center referenced above are subcontractors that shall be approved by City.

E. Subcontractors. Contractor shall not enter into any subcontracts for the performance of the Services, or assign or transfer any of its rights or obligations under this Agreement, without City's prior written consent and any attempt to do so shall be void and without further effect and shall be a material breach of this Agreement. Contractor's use of subcontractors shall not relieve Contractor of any of its duties or obligations under this Agreement.

III.SaaS Maintenance Services (only applies to Mobile Ticketing Application).

A. The SaaS Software maintained under this Agreement shall be the SaaS Software set forth in Appendix B to this Agreement.

B. The following SaaS Maintenance Services are included as part of this Agreement:

1. Contractor Software Version Upgrades, Software Revisions, and Patches. Contractor shall provide and implement all SaaS Software Version upgrades, SaaS Software Revisions, and SaaS Software patches to ensure: (a) that the functionality of the SaaS Software and SaaS Services, as described in the Documentation, is available to Authorized Users; (b) that the functionality of the SaaS Software and SaaS Services is in accordance with the representations and warranties set forth herein, including but not limited to, the SaaS Software and SaaS Services, conforming in all material respects to the specifications, functions, descriptions, standards, and criteria set forth in the Documentation; (c) that the Service Level Standards can be achieved; and (d) that the SaaS Software and SaaS Services work with the non-hosted browser version; and (e) all software will be at the latest security patch level, and all known vulnerabilities have been mitigated either by patch, configuration, or some other means agreed upon by the City.

a. Deployment of these revisions, patches, and upgrades will be mutually agreed upon between Contractor and City.

b. Release of software revisions as defined will be conducted on a schedule as determined by Contractor. Contractor shall provide no less than a 30-Day prior written notice of when any such revision is scheduled to be released. City will be granted a 15-Day evaluation window to review release documentation regarding software modules being impacted and general revision changes. Contractor shall allow penetration testing and/or vulnerability scanning by the SFMTA or its designee during this period.

c. After the City's evaluation window, Contractor shall deploy the revision in the City's test environment. The software deployment will be scheduled in writing five Days prior to actual deployment. As part of the revision, patch, and upgrade activities within the test environment, Contractor may provide nominal testing to ensure all systems are functional and the revision deployment was successful. Post-deployment activities include an e-mail or portal post to serve as written notification that this service has been completed. City shall have a 45-Day test window in which to test and raise issues with Contractor. Test environment deployment activities will be conducted during a mutually agreed-to time window and may not necessarily align with the production maintenance windows as described within this document.

d. If a SaaS Severity Level 1 or Severity Level 2 Issue has been identified and appropriately triaged and classified by both Contractor and City during the Test Environment deployment test window, Contractor shall correct the SaaS Issue. The severity of a SaaS Issue will be initially defined by the City and confirmed by Contractor. Until the SaaS Issue has been resolved, the Severity Level may be raised or lowered based on Contractor's analysis of impact to business. If the SaaS Issue can be corrected and can be redeployed within the remainder of the deployment test window, City will have an additional five testing Days in which to evaluate and further test for the SaaS Issue resolution. If the SaaS Issue cannot be corrected within the remainder of the test window, Contractor will deploy immediately upon availability with as much notice as practicable. City will be allowed an additional five testing Days to evaluate the correction post the test window if desired.

e. If at any time during the testing window City identifies the presence of multiple SaaS Severity Level 1 or Severity Level 2 Issues that can be shown to materially impact City's ability to continue testing, City may, in writing, elect to suspend testing until corrections for the SaaS Issues can be provided. Contractor shall deploy corrections immediately upon availability with as much notice as practicable. Upon release of corrections, City will have five Days to commence the testing within the then available remaining testing window.

f. Unless outstanding circumstances exist as described here, Contractor will promote revision from Test Environment to Production and Back-up Environments after the provided test window has elapsed. The software promotion will be scheduled in writing five Days prior to actual deployment. As part of the promotion activities within the Production and Back-up Environments, Contractor may provide nominal testing to ensure all systems are functional and the revision promotion was successful. Post-promotion activities include an e-mail or portal post to serve as written notification that this service has been completed. At the point of e-mail or portal posting, the new revision will be considered "in production" and supported under the maintenance service terms described herein.

g. In support of such SaaS Software Version upgrades, SaaS Software Revisions and SaaS Software patches, Contractor shall provide updated user technical documentation reflecting the SaaS Software Version upgrades, SaaS Software Revisions and SaaS Software patches as soon as reasonably practical after the SaaS Software Version upgrades, SaaS Software Revisions and SaaS Software patches have been deployed. Updated user technical documentation that corrects SaaS Software Errors or other minor discrepancies will be provided to Contractor's customers when available.

C. Response to SaaS Issues. Contractor shall provide verbal or written responses to SaaS Issues identified by City in an expeditious manner. Such responses shall be provided in accordance with the Target Response Times defined under Section V.

D. SaaS Software Maintenance Acceptance Period. Unless otherwise agreed to by City on a case-by-case basis, for non-emergency maintenance, City shall have a 20-business-day period to test any maintenance changes prior to Contractor introducing such maintenance changes into production. If the City rejects, for good cause, any maintenance changes during the SaaS Software maintenance acceptance period, Contractor shall not introduce such rejected maintenance changes into production. At the end of the maintenance acceptance period, if City has not rejected the maintenance changes, the maintenance changes shall be deemed to be accepted by City and Contractor shall be entitled to introduce the maintenance changes into production.

E. SaaS Hardware: Contractor shall use commercially reasonable efforts to ensure that all hardware (including servers, routers, and other related equipment) on which the applications are deployed are attached to back-up power systems sufficient to maintain the site's availability for so long as any power outage could reasonably be expected to occur, based on the

experience of Contractor at its deployment location and consistent with the Tier rating of the Data Center required under Section I.E of this Appendix

IV. City Responsibilities

A. City shall provide Contractor with timely notification of any SaaS issues by either of these methods:

1. Contacting Contractor's Customer Support at 1-503-389-5998.
2. By logging the problem through the City Web Portal.

B. Support for Problem Investigation. City shall support all reasonable requests by Contractor as may be required to investigate and resolve problems.

C. Designation of Point of Contact. City shall assign an individual or individuals to serve as the designated contact(s) for all communication with Contractor during SaaS Issue investigation and resolution.

D. Discovery of SaaS Software Errors. Upon discovery of a SaaS Software Error, City agrees, if so requested by Contractor, to submit to Contractor a listing of output and any other data that Contractor may require in order to reproduce the SaaS Software Error and the operating conditions under which the SaaS Software Error occurred or was discovered.

V. Technical Support

A. Contractor shall provide technical support for SaaS Severity Level 0 and Severity Level 1 Issues 24 hours per day, seven days per week, 365 days per year.

B. 24x7 Technical Support: Authorized Users may make Technical Support requests by calling or emailing Contractor's Technical Support staff or by submitting a request via Contractor's customer service web portal. The Technical Support staff shall assign to the request the SaaS Severity Level (as defined herein) indicated by the requestor. SaaS Severity Level 0 and 1 items will be addressed 24/7. Severity Level 2, 3, and 4 items will be addressed during business hours.

1. **Business Hours:** Technical Support is available during Business Hours by accessing Contractor's customer service web portal (or 503-389-5998), or by emailing support@moovel.zendesk.com if access to the Contractor's customer service web portal is not readily available to City).

2. **After hours:** On-call technical support is available after 6:00pm and before 6:00am Pacific Time 24-hours a day/7 days a week/365 days a year, including Service Provider Holidays and weekends by accessing the Contractor's customer service web portal or calling Contractor's toll-free number 800-389-5998.

<u>SaaS Severity Level</u>	<u>Target Response Time</u>
SaaS Severity Level 0: <i>Requires immediate attention– Critical production functionality is not available or a large number of users cannot access the SaaS Application. Causes a major business impact where service is lost or degraded and no workaround is available, preventing operation of the business.</i>	<i>Request Response Time: 30 minutes.</i>
SaaS Severity Level 1: <i>Requires priority attention - Some important production functionality is not available, or most users cannot access the SaaS Application. Causes significant business impact where service is lost or degraded and no workaround is available; however, the business can continue to operate in a limited fashion.</i>	<i>Request Response Time: 1 hr.</i>
SaaS Severity Level 2: <i>Requires attention – There is a problem or inconvenience that affects less than 100 users. Causes a business impact where there is minimal loss of service and a workaround is available such that the SaaS Application can continue to operate fully and users are able to continue business operations.</i>	<i>Request Response Time: 2-4 hours</i>
SaaS Severity Level 3: <i>There is a problem or issue with minimal user impact (<50 users).</i>	<i>Request Response Time: 4-8 hours</i>
SaaS Severity Level 4: <i>There is a problem or issue with no loss of service and no business impact.</i>	<i>Request Response Time: 2-3 days</i>

Appendix C
Payment Schedule

This Appendix C sets forth the charges Contractor is authorized to invoice to the SFMTA for performing the Services. Authorized charges are broken down and described in the table below by category of service.

CATEGORY OF SERVICE	PAYMENT AMOUNT	NOTES/INVOICING SCHEDULE
SaaS Application (Mobile Ticketing Services) and SaaS Services		
<p><u>Commission Fees.</u> The SFMTA will pay Contractor monthly Commission Fees, which shall not include any payment processing costs to be paid separately by City, as follows:</p> <p>(1) 4 percent of gross Muni ticket sales made in the immediately preceding month using the Mobile Ticketing Application; and</p> <p>(2) 1 percent of volume-based pricing of Muni tickets provided to Muni customers by third parties using the Business Partner Web Portal in the immediately preceding month.</p>	<p>\$1,230,000 (not to exceed)</p>	<p>Commencing on the first of the month following the Effective Date of this Agreement, Contractor may invoice the SFMTA on a monthly basis for Commission Fees due from the immediately preceding month.</p>
<p><u>Business Partner Web Portal.</u> The SFMTA will pay Contractor the lump sum amount of \$60,000 to deliver, host, and maintain the Business Partner Web Portal.</p>	<p>\$60,000 (lump sum)</p>	<p>Contractor may invoice the SFMTA for the Business Partner Web Portal upon the SFMTA's acceptance of the portal.</p>
<p><u>Application Language Localization.</u> The SFMTA will pay Contractor \$10,000 per language to deliver the MuniMobile Application in Chinese, Russian, Spanish, and Tagalog.</p>	<p>\$40,000 (not to exceed)</p>	<p>Contractor may invoice the SFMTA for Application Language Localization upon the SFMTA's acceptance of each language delivered.</p>
<p><u>Customized Muni Tickets.</u> Only upon the SFMTA's request, the SFMTA will pay Contractor to design and deliver customized Muni tickets as follows:</p> <p>(1) \$500 per request for customized Muni tickets sold to customers using the Mobile Ticketing Application; and</p> <p>(2) \$1,000 per request for customized Muni tickets</p>	<p>\$10,000 (not to exceed)</p>	<p>Contractor may invoice the SFMTA for the customized Muni tickets upon the SFMTA's Acceptance of the tickets.</p>

provided to customers by third parties using the Business Partner Web Portal in the immediately preceding month.		
Time-and-Materials Work		
<p><u>Task-order services.</u> On a task-order basis, the SFMTA will pay Contractor to perform as-needed services (i.e., services not described in Appendices A or B) as follows:</p> <p>(1) \$165 per hour for engineering and support services; and</p> <p>(2) \$50 per hour for customer services and analytical support.</p> <p>These hourly rates are fully loaded, and include Contractor’s labor overhead costs, and profit.</p> <p>The Parties will negotiate the scope of services for task orders on an as-needed basis, upon the SFMTA’s request and in accordance with this Agreement.</p>	\$200,000	The Parties will negotiate invoice schedules on a task order basis.
Total	\$1,540,000	

Appendix D

Service Level Obligations

A. Time is of the Essence. For the term of this Agreement, Contractor shall provide SaaS Services, Force Majeure events excepted, during the applicable Service Windows and in accordance with the applicable Service Levels as described herein, time being of the essence.

B. Service Levels.

1. “Availability” Service Level:

a. Definitions:

i. Actual Uptime: The total minutes in the reporting month that the SaaS Application and Services were actually available to Authorized Users for normal use.

ii. Scheduled Downtime: The total minutes in the reporting month during which Scheduled SaaS Maintenance was performed.

iii. Scheduled Uptime: The total minutes in the reporting month less the total minutes represented by the Scheduled Downtime.

b. Service Level Standard. Services shall be available to Authorized Users for normal use 100% of the Scheduled Uptime.

i. Calculation: $(\text{Actual Uptime} / \text{Scheduled Uptime}) * 100 =$ Percentage Uptime (as calculated by rounding to the second decimal point)

ii. Performance Credit.

(a) Where Percentage Uptime is greater than 99.9%: No Performance Credit will be due to City.

(b) Where Percentage Uptime is equal to or less than 99.9%: City shall be due a Performance Credit in the amount of 20% of the Commission Fee (as

calculated on a monthly basis for the reporting month) for each full 1% reduction in Percentage Uptime.

(c) **Subsequent Failures to Maintain Standard:** For each similar failure in a subsequent month, the Performance Credit shall be increased by 5%. For example, the second time the monthly Percentage Uptime is equal to or less than 99.9%, the Performance Credit shall be 25% of the Commission Fee; the third time, 30%, and so forth. The City may deduct Performance Credits from any monies due to the Contractor.

2. Response Time Service Level.

a. Definition(s).

i. **Response Time:** The interval of time from when an Authorized User requests, via the Services, a Transaction to when visual confirmation of Transaction completion is received by the Authorized User. For example, Response Time includes the period of time representing the point at which an Authorized User enters and submits data to the Services and the Services display a message to the Authorized User that the data has been saved.

ii. **Total Transactions:** The total of Transactions occurring in the reporting month.

iii. **Transaction(s):** Services webpage loads, Services webpage displays, and Authorized User Services requests.

b. **Service Level Standard.** Transactions shall have a Response Time of two seconds or less 99.9% of the time each reporting month during the periods for which the Services are available.

i. **Calculation.** $((\text{Total Transactions} - \text{Total Transactions failing Standard}) / \text{Total Transactions}) * 100 = \text{Percentage Response Time}$ (as calculated by rounding to the second decimal point).

ii. Performance Credit.

(a) **Where Percentage Response Time is greater than 99.9%:** No Performance Credit will be due to City.

(b) **Where Percentage Response Time is equal to or less than 99%:** City shall be due a Performance Credit in the amount of 20% of the Services Fees (as calculated on a monthly basis for the reporting month) for each full 1% reduction in Percentage Response Time.

(c) **Subsequent Failures to Maintain Standard:** For each similar failure in a subsequent month, the Performance Credit shall be increased by 5%. For example, the second time the monthly Percentage Response Time is equal to or less than 99%, the Performance Credit shall be 25% of the Services Fees; the third time, 30%, and so forth. The City may deduct Performance Credits from monies due to the Contractor.

3. **“Technical Support Problem Response” Service Level.**

a. **Definition.**

i. **Total Problems:** The total number of problems occurring in the reporting month.

b. **Service Level Standard.** Problems shall be confirmed as received by Contractor 100% of the time each reporting month, in accordance with the Request Response Time associated with the SaaS Severity Level.

i. **Calculation.** $((\text{Total Problems} - \text{Total Problems failing Standard}) / \text{Total Problems}) * 100 = \text{Percentage Problem Response}$ (as calculated by rounding to the second decimal point). Note: This Calculation shall be completed for each SaaS Severity Level.

ii. **Performance Credit.**

(a) **SaaS Severity Level 0 – 1**

(1) **Where Percentage Problem Response is greater than 99.9%:** No Performance Credit will be due to City.

(2) **Where Percentage Problem Response is equal to or less than 99%:** City shall be due a Performance Credit in the amount of 20% of the Services Fees (as calculated on a monthly basis for the reporting month) for each full 1% reduction in Percentage Problem Response.

(b) SaaS Severity Level 2 – 4.

(1) **Where Percentage Problem Response is greater than 99.9%:** No Performance Credit will be due to City.

(2) **Where Percentage Problem Response is equal to or less than 99%:** City shall be due a Performance Credit in the amount of 20% of the Services Fees (as calculated on a monthly basis for the reporting month) for each full 1% reduction in Percentage Problem Response.

(c) **Subsequent Failures to Maintain Service Level:** For each similar failure in a subsequent month, the Performance Credit due for the particular SaaS Severity Level shall be increased by 5%. For example, the second time the monthly Percentage Problem Response is equal to or less than 99% (for Severity Level 1-2), the Performance Credit shall be 25% of the Services Fees; the third time, 30%, and so forth. The City may deduct Performance Credits from monies due to the Contractor.

C. Service Level Reporting. On a monthly basis, in arrears and no later than the 15th day of the subsequent month following the reporting month, Contractor shall provide reports to City describing the performance of the SaaS Services and of Contractor as compared to the service level standards described herein. The reports shall be in a form agreed-to by City, and, in no case, contain no less than the following information: (1) actual performance compared to the Service Level Standard; (2) the cause or basis for not meeting the service level standards described herein; (3) the specific remedial actions Contractor has undertaken or will undertake to ensure that the service level standards described herein will be subsequently achieved; and, (4) any Performance Credit due to City. Contractor and City will meet as often as shall be reasonably requested by City, but no less than monthly, to review the performance of Contractor as it relates to the service level standards described herein. Where Contractor fails to provide a report for a service level standard described herein in the applicable timeframe, the service level standard shall be deemed to be completely failed for the purposes of calculating a Performance Credit. Contractor shall, without charge, make City's historical service level standard reports to City upon request.

D. Failure to Meet Service Level Standards. In the event Contractor does not meet a service level standard described herein, Contractor shall: (a) owe to City any applicable Performance Credit, as liquidated damages and not as a penalty; and, (b) use its best efforts to ensure that any unmet service level standard described herein is subsequently met. Notwithstanding the foregoing, Contractor will use its best efforts to minimize the impact or duration of any outage, interruption, or degradation of Service. In no case shall City be required to notify Contractor that a Performance Credit is due as a condition of payment of the same.

E. Termination for Material and Repeated Failures. City shall have, in addition to any other rights and remedies under this Agreement or at law, the right to immediately terminate this Agreement and be entitled to a return of any prepaid fees where Contractor fails to meet any service level standards described herein: (1) to such an extent that the City's ability, as solely determined by City, to use the SaaS Services is materially disrupted, Force Majeure events excepted; or, (2) for four months out of any 12-month period.

F. Audit of Service Levels. No more than quarterly, City shall have the right to audit Contractor's books, records, and measurement and auditing tools to verify service level obligations achievement and to determine correct payment of any Performance Credit. Where it is determined that any Performance Credit was due to City but not paid, Contractor shall immediately pay to City the applicable Performance Credit.

Appendix E Disaster Recovery Plan

Moovel Disaster Recovery Plan

Our infrastructure is hosted with AWS and other critical applications we rely on are SaaS vendors. Our risk for outages is reduced due to the structure of our services being cloud based. The Compliance team is part of our third-party vendor program to ensure that we engage with vendors who meet our requirements around availability. We do plan to do a tabletop exercise in December to document our plan to work around several different types of outages. We are also working on documenting BCP plans at a department level.

Within AWS, our platform has been architected to be highly available running inside a single AWS region using multiple availability zones for failover. Our primary set of services run as Docker containers on multiple AWS Elastic Container Service hosts, running across two availability zones, with load balancing provided by AWS Elastic Load Balancers. Our database clusters all use AWS Relational Database Service instances, which provide primary/secondary failover clusters across two availability zones. In normal operation, services in both availability zones serve traffic. In the event of an availability zone outage, load balancers will shift the traffic to the availability zone that is still functional. If the primary database fails, RDS will automatically promote the secondary server and all database queries will automatically shift to the newly promoted server.

Appendix F

TASK ORDER REQUEST FORM

San Francisco Municipal Transportation Agency

Contract No. and Title: _____

Task Title: _____

Date Initiated: _____

Type of Request:

New Task Order- No. ~~XX~~

Modification - No. _____ (attach approved original and all modifications to date)

Task Start Date: _____ Modification Start Date: _____

Estimated Completion Date: _____

Funding Source: _____ Proposed Task LBE Goal: XX%

Project Title: _____

Scope of Services to be Performed:

Description

Deliverables:

Description

Date Req'd

Quantity

