



Agency Terms

These Agency Terms are for the purchase by Agency of a subscription to the Services specified below. Provision of the Services is subject to the Master Platform Terms and any additional terms referenced below and incorporated herein (these Agency Terms together with the Master Platform Terms, may be referred to as the “**Agreement**”) between the customer specified below (“**Agency**”) and Token Transit, Inc. (“**TT**”).

These Agency Terms supplement (e.g., by adding Additional Services) any prior Agency Terms documents and such prior Agency Terms documents remain in full force and effect except as supplemented by these Agency Terms, unless otherwise indicated below.



Agency Name: New Orleans Regional Transit Authority (RTA)	Primary Agency Contact: Name: Dwight Norton Email: dnorton@rtaforward.org Phone: (504) 827-8338
Agency Physical Address: 2817 Canal Street, New Orleans, LA 70119 Agency Billing Address (if different than physical address):	Invoice Contact: Name: Doris O’Sullivan Email: dosullivan@rtaforward.org Phone: (504) 827-8380
Fees: Digital Passes: Fees are calculated as follows: For each transaction for use on Agency’s transit system during the Term, TT will retain a Digital Pass Fee of (i) 10% of the gross total proceeds of the transaction processed by the Services for each transaction that is greater than or equal to \$2.00 and (ii) \$.06 + 7% of the gross total proceeds of the transaction processed by the Services for each transaction that is less than \$2.00. Hardware Services (if applicable): n/a Technical Services (if applicable):	Services (descriptions in Section 1 of the Master Platform Terms): Territory: United States <u>Core:</u> included (required) <u>Additional Paid Services:</u> <input type="checkbox"/> Hardware Services <input type="checkbox"/> Optional Technical Services (if applicable, details set in Additional Terms)
Master Platform Terms: https://agency.tokentransit.com/legal/agency-master-platform-terms-2020-09-29.pdf The Master Platform Terms version referenced above supersedes and replaces any prior agreement (including any prior version of the Master Platform Terms) between Agency and TT, if any.	Additional Terms (if applicable): <ul style="list-style-type: none">• Token Transit will enable fare integrations for Transit app, Moovit, and Google Maps so that these apps can make RTA fares available for their users to purchase and use.• Section 1.7 - No “Optional Technical Services” exist• Section 3.1 - TT’s fee is deducted directly from digital pass sales in the app and no invoices are submitted• Section 12.1 – Replace “State of California” with “State of Louisiana” and “San Francisco” with “New Orleans”.• Exhibit A (Hardware Services) - This section does not apply and can be removed

No terms included in any purchase order, acknowledgment or other non-TT ordering document shall apply to the Services. The pricing and Services presented in these Agency Terms are TT confidential information (to the maximum extent permitted under applicable law). All fees indicated above do not include any taxes, if applicable, which are the sole responsibility of Agency.

[SIGNATURES ON NEXT PAGE]



By signing below, the parties through their duly authorized representatives agree to the terms as documented in these Agency Terms, effective, upon signature of both Agency and TT (the "Agency Terms Effective Date").

Token Transit, Inc. (TT)	TBD (Agency)
By: 	By: 
Name: Zachary Browne	Name: Alex Z. Wiggins
Title: Secretary	Title: Chief Executive Officer
Date: 6/9/2022	Date: June 9, 2022