



Agency Order Terms 2025-03-09

These Agency Order Terms 2025-03-09 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 Order 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 Order Terms are effective, upon signature of both Agency and TT (the “**Agency Order Terms Effective Date**”).

These Agency Order Terms 2025-03-09 supplement (e.g., by adding Additional Services) any prior Agency Order Terms documents and such prior Agency Order Terms documents remain in full force and effect except as supplemented by these Agency Order Terms 2025-03-09, unless otherwise indicated below.

Agency Name: City of San Luis Obispo	Agency Physical Address: 990 Palm Street, San Luis Obispo, CA 93401 Agency Billing Address (if different than physical address):
Primary Agency Contact: Name: Alex Fuchs Email: afuchs@slocity.org Phone: 805-783-7877	Invoice Contact: Name: Jesse Stanley Email: jstanley@slocity.org Phone: 805-781-7012
Services (descriptions in Section 1 of the Master Platform Terms): Agency's Target Service Launch Date (as the parties may amend in writing, email to suffice): <u>Sep 1, 2025</u> Territory: United States Core: included (required)	
Fees: Fees for services are below and as detailed in Exhibit A to this agreement. QR Scanning Integration with Kuba: \$600/vehicle annual recurring fee with initial annual fee due within thirty (30) days of the Service Launch Date. Passes: Fees are calculated as follows: For each transaction for use on Agency's transit system during the Term, TT will retain a Passes Fee of (i) 8% 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. Technical Services (if applicable): All fees indicated do not include any taxes, if applicable, which are the sole responsibility of Agency.	
Master Platform Terms: https://agency.tokentransit.com/legal/agency-master-platform-terms-20240403.pdf The Master Platform Terms govern Agency's use of TT's platform services, and include reference to the terms of service between Agency and the third-party payment processor responsible for processing and settling payments to Agency. By entering into this Agreement, Agency is agreeing to those terms of service. 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): Agency has a contract with Kuba to provide QR Code Readers. Agency has installed or will install QR Code Readers on all required vehicles. Agency will provide Kuba with the complete Token Transit QR Code Specification and Kuba will implement the specification. Kuba will be responsible for implementation and maintenance of the QR code scanning functionality including approving or denying the QR code according to the Token Transit specification and any validation data reporting. Section 5.1 (Confidential Information) of the Master Platform Terms is amended by adding the following sentence at the end of Section 5.1: "For the avoidance of doubt, 'Confidential Information' does not include this Agreement or any attachments, exhibits, or addenda." Section 8.2 (Agency Indemnification) of the Master Platform Terms is amended by deleting provisions (b) through (e) and replacing them in their entirety with the following: "(b) any unauthorized use or disclosure of TT Rider Data by Agency; (c) Agency's obligations pursuant to or claims arising out of the Payment Processor terms of service; or (d) breach of Agency's obligation with respect to Additional Services."	



Section 9.1 (Disclaimer of Damages) of the Master Platform Terms is amended by adding the following at the end of the section: “The foregoing limitations on liability shall not apply to either Party’s willful misconduct, fraud, or gross negligence.”

Section 10.1 (Term) part (a) of the Master Platform Terms is amended by replacing “twelve (12)” months with “five (5) years”.

Section 11.1 (Notice of Modification) is amended by adding the following at the end of Section 11.1: “Upon receiving notice of modifications, Agency may elect to terminate the Agreement immediately for convenience if such modifications are materially adverse to Agency, notwithstanding Section 10.2 (Termination).”

Section 12.1 (Applicable Law and Jurisdiction) is amended by replacing San Francisco with “San Luis Obispo County”.

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 Order 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 Order Terms.

Token Transit, Inc. (TT)	City of San Luis Obispo (Agency)
By:	By:
Name: Zachary Browne	Name: Whitney McDonald
Title: Founder	Title: City Manager
Date:	Date:



Token Transit
2261 Market Street STE 5999
San Francisco, CA 94114
415-918-6770

Quote

Submitted on 4/23/25

Token Transit Contact
Zack Browne
zachary@tokentransit.com
608-770-5514

Project Name
Token Transit Fare Collection -
Early Customer Pricing

Quote for
QR Scanning
Integration with Kuba
& Mobile Ticketing

To:
SLO Transit

Project Term Length
5 Years

Start Date
September 1, 2025

Quote Valid Until
July 1, 2025

Payment Term
Upfront net 30 days for annual recurring costs

Description	Unit Price (USD)	Qty	Years	Total price
Mobile Ticketing Software Maintenance and Support (Annual recurring cost)	\$2,500	1	5	\$12,500.00
Maintenance & Support of Token Transit app	Included	-	-	-
Data & reporting (Token Transit Portal)	Included	-	-	-
Unlimited fare modifications	Included	-	-	-
Send-a-pass and Community Pass Program functionality	Included	-	-	-
Fare capping	Included	-	-	-
Mobile & Physical Ticketing Payment Processing & Customer Support	10% of transaction for transactions greater or equal to \$2.00; \$.06 + 7% for transactions less than \$2.00			\$12,500.00
Early Customer Pricing*	8% of transaction for transactions greater or equal to \$2.00; \$.06 + 7% for transactions less than \$2.00			
Fare payment processing of mobile and physical fares	Included	-	-	-
Send-a-pass and Community Pass Program functionality	Included	-	-	-
Rider Support: front line for rider support	Included	-	-	-
Customer Success: ongoing support	Included	-	-	-
* Special discounted pricing is offered for SLO Transit due to their legacy status as a Token Transit customer.				
QR Scanning Integration with Kuba Validators (Annual recurring cost)				
Year 1	\$600.00	18	1	\$10,800.00
Year 2	\$650.00	18	1	\$11,700.00
Year 3, Year 4, and Year 5	\$700.00	18	3	\$37,800.00
Validation Software: Software that supports scanning on Kuba fareboxes with secure, dynamic QR code	Included	-	-	-
Customer Success: Project management of validation integration, onboarding, and other agency-focused support	Included	-	-	-
Customer Support: front line rider support for integration	Included	-	-	-
** Kuba may charge additional fees for integrating with Token Transit.				\$72,800.00
early customer discount*				-\$12,500.00
Total Cost - 5 Years				\$60,300.00

Note: Summary of total costs include annual recurring costs; no transaction fees.