



Contract No. IP170826EV

**TRI-COUNTY METROPOLITAN TRANSPORTATION
DISTRICT OF OREGON (TriMet)**

MONTHLY PASS PROGRAM CONTRACT

This Contract is entered into **December 1, 2017**, by and between the Tri-County Metropolitan Transportation District of Oregon (TriMet) and **CITY OF PORTLAND – PARKING DISTRICT TRANSIT INCENTIVES** (Participant), located at 1120 SW 5th Avenue, Suite 800, Portland, OR 97204.

In consideration of TriMet's desire to make its fare instruments (electronic fare cards and ticket and pass products) available to Participant, and the convenience, economic and operational efficiencies to Participant in making TriMet fare instruments available to its members, the parties agree to the following terms:

1. Term

This Contract shall commence on the date entered above and remain in effect until terminated by either party as provided under the provisions of this Contract.

2. Agreement to Purchase TriMet Fare Instruments

Participant shall use its best efforts to market and sell TriMet fare instruments to their members only, in accordance with the terms and conditions set forth in Exhibit A, which is attached to and made a part of this Contract. This Contract and any attached exhibits constitute the entire agreement between the parties on the subject matter hereof. By signature hereto, Participant certifies that it has read and agrees to be bound by all of the Program Requirements, including but not limited to those applicable to the Institutional Web Portal (Services).

3. Participant is an Independent Contractor

Participant is an independent contractor for all purposes and is solely responsible for performance of its obligations under this Contract. Participant's employees, agents, and subcontractors, if any, shall not be deemed to be employees or agents of TriMet. Participant is responsible for all federal, state and local taxes and fees applicable to or arising out of this Contract. Nothing in this Contract shall be construed to create a partnership, joint venture or agency relationship between the parties to this Contract.

4. Correspondence/Communications

(a) Participant shall designate and authorize a Program Administrator(s) to assist in implementation of these procedures, including authorizations necessary for the Program Administrator to access and utilize TriMet's Institutional Web Portal on behalf of Participant. Participant assumes sole responsibility for ensuring that Program Administrator(s) are duly authorized to administer the Program on behalf of Participant.

(b) TriMet's Representative and Participant's Program Administrator shall be responsible for routine, day-to-day correspondence and communications regarding Participant's implementation of the Program. Upon commencement of this Contract, TriMet and Participant shall provide written notice to each other of the name and address of their respective designated Representative and Program Administrator, and shall provide prompt written notice of any change thereto.

(c) All notices required to be given by the terms of this Contract shall be provided in writing and signed by the person serving the notice, and shall be sufficient if given in person, emailed, mailed postage pre-paid certified return receipt or telefaxed (with confirmation record) to the persons at the signature addresses below, or to such other address as either party may notify the other of in writing. Any notice given personally shall be deemed to have been given on the day that it is personally delivered, emailed or telefaxed (with confirmation record), and if mailed three days after the date of the postmark of such mailing.

5. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, TRIMET, ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SERVICES PROVIDERS AND LICENSORS SHALL NOT BE LIABLE TO PARTICIPANT OR ANYONE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOST PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (REGARDLESS OF WHETHER WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), HOWEVER CAUSED, WHETHER BASED ON OR UPON CONTRACT, NEGLIGENCE, STRICT LIABILITY IN TORT, WARRANTY OR ANY OTHER LEGAL THEORY. IN NO EVENT SHALL TRIMET'S TOTAL LIABILITY TO YOU IN CONNECTION WITH THE ANNUAL PASS PROGRAM AND THE SERVICES FOR ALL DAMAGES, LOSSES AND CAUSES OF ACTION EXCEED AMOUNTS PAID TO TRIMET THEREUNDER DURING THE PRIOR 12 MONTHS.

6. Indemnity

PARTICIPANT AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS TRIMET AND ITS OFFICERS, DIRECTORS, EMPLOYEES, CONTRACTORS, AGENTS, LICENSORS, SUPPLIERS, SUCCESSORS AND ASSIGNS FROM AND

AGAINST ANY CLAIMS, LIABILITIES, DAMAGES, JUDGMENTS, AWARDS, LOSSES, COSTS, EXPENSES OR FEES (INCLUDING REASONABLE ATTORNEYS' FEES) ARISING OUT OF OR RELATING TO VIOLATION OF THIS CONTRACT, INCLUDING WITHOUT LIMITATION PARTICIPANT'S USE OF THE SERVICES OTHER THAN AS EXPRESSLY AUTHORIZED IN THIS CONTRACT.

7. Suspension of Fare Instruments

TriMet may immediately suspend availability of fare instruments to Participant where remittal of payment is late past the payment due date set forth at Exhibit A, Paragraph (2)(B)(1). TriMet shall provide the Participant written notice of such suspension. Availability of Fare Instruments may be resumed only when past delinquent payments are paid by Participant to TriMet, and where the Participant provides reasonable assurances that it will perform according to the terms of this Contract. TriMet may immediately suspend access to the Institutional Web Portal described in Exhibit A if Participant violates any of the terms, conditions, or requirements of Exhibit A.

8. Termination for Convenience

Either party may terminate this Contract by providing at least 30 days prior written notice to the other party. TriMet may discontinue availability of fare instruments upon receipt or delivery of a written notice of termination. Within three (3) days from the effective date of termination under this Paragraph 8, Participant shall submit any payments due to TriMet, and return all fare instruments that remain unsold or undistributed. Participant will receive a credit for such returned fare instruments in accordance with Exhibit A, Paragraph (1)(A)(i). Termination under this Paragraph 8 shall not affect any right, obligation or liability of the parties which accrued prior to the effective date of such termination.

9. Termination for Default

If Participant fails to perform in the manner called for in this Contract, including Exhibits and Amendments, TriMet may terminate this Contract for default. Termination shall be effected by serving a notice of termination on Participant setting forth the manner in which Participant is in default. Unless otherwise stated in TriMet's notice of termination, within three (3) days from the effective date of termination under this Paragraph 9, Participant shall submit any payments due to TriMet, and return all fare instruments that remain unsold or undistributed, which shall be subject to the credit provisions of Exhibit A, Paragraph (1) (A) (i) as determined by TriMet. If it is later determined by TriMet that Participant had an excusable reason for not performing, such as a strike, fire, flood or other event that is not the fault of, or is beyond the control of Participant, TriMet, in its sole discretion, may allow Participant to continue to perform under this Contract or may treat the termination as a termination for convenience.

10. Jurisdiction

This Contract shall be governed by the laws of the State of Oregon without resort to any jurisdiction's conflict of laws, rules or doctrines, and the parties agree to submit to the jurisdiction and venue of the courts of Multnomah County, Oregon.

11. Compliance with Laws and Nondiscrimination

Participant shall adhere to all applicable federal, state and local laws, regulations and policies, including, but not limited to, equal employment opportunity, nondiscrimination and affirmative action. During the term of this Contract, Participant shall not discriminate against any person because of race, religion, color, sex, sexual orientation, age, national origin, marital status or disability.

12. Credit Investigation

TriMet reserves the right, in its sole discretion, to require at any time during this Contract, that Participant provide a credit report from a TriMet approved credit reporting agency or an audited financial statement in lieu of a credit report. In such event, TriMet will notify Participant of the information required and timelines for submission of the report or statement.

13. Records and Audit

Participant shall maintain proper accounting records relating to this Contract and make such records available to TriMet at its business location at all reasonable times. Participant shall retain and make available such records for the term of this Contract plus six (6) years from its termination or expiration and permit authorized representatives of TriMet to inspect, audit and obtain copies of such records. TriMet may take a physical inventory of fare instruments at Participant's business location(s) upon reasonable advance written notice to Participant and during Participant's regular business hours. Such inventory shall be conducted in a manner not to interfere with the Participant's business operations.

14. No Waiver

TriMet's failure to object to any breach of this Contract shall not constitute a waiver of TriMet's right to object to any additional breach or to require Participant to comply with the terms of this Contract.

15. No Third Party Beneficiary

Participant and TriMet are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract gives, is intended to give, or will be

construed to give or provide any benefit or right, whether directly or indirectly, or otherwise to third persons unless such third persons are individually identified by name herein and expressly described as an intended beneficiary of the terms of this Contract.

16. Execution of Contract

This Contract and any attached exhibits or written modifications thereto, may be executed in two or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a "pdf" format date file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or "pdf" signature page were an original thereof.

17. Authority

Each party represents that the individual signing below on their respective behalf, is duly authorized by that party to enter into this Contract.

CITY OF PORTLAND – PARKING DISTRICT TRANSIT INCENTIVES

THE TRI-COUNTY METROPOLITAN TRANSPORTATION DISTRICT OF OREGON

By: _____
signature

By: _____
signature

Date: _____

Date: _____

Name: _____
please print

Name: Bernie Bottomly

Title: _____

Title: Executive Director of Public Affairs

Address: _____

Telephone Number: _____

EXHIBIT A

Participant shall purchase and provide fare instruments to its members according to the following terms and procedures:

1. Use of Institutional Web Portal; Website Terms of Service

- A. The Participant's Program Administrator shall use an Institutional Web Portal (Services) as a tool to administer and manage the Participant's Program.
- B. Program Administrators, pending approval by TriMet, shall be given secure login credentials to access their Monthly Pass Program account using the Services. Program Administrators shall use the Services for the sole purpose of managing their Program, and only as provided in these Requirements. Program Administrators are responsible for any activity that occurs under their account. Program Administrators shall keep usernames and passwords secure and shall not allow anyone else to use them to access the Services. TriMet is not responsible for any loss that results from the unauthorized use of Program Administrator's username and password, with or without Program Administrator's knowledge.
- C. Using the Services, Program Administrators shall be able to perform certain tasks including, but not limited to:
 - 1) Order fare instruments.
 - 2) Order fare products, including calendar monthly passes and tickets.
 - 3) Manage and edit their Program account profile, such as maintaining contact information and shipping information.
 - 4) Manage their member's fare cards, including blocking cards (deactivate) in case of loss or theft, and unblocking cards (reactivate).
- D. All content included in or through the Services, such as text (including blog posts, schedules, arrival information, fare information), graphics (including maps), designs, logos, presentations, videos, data, instructions, photos, and software (the "Materials"), is the property of TriMet or its licensors. The Materials are protected by copyright, trademark and other intellectual property laws. TRIMET®, WES®, TRANSITTRACKER™, HOP FASTPASS™ and other trademarks, service marks and logos that we use, are trademarks of TriMet. Third-party trademarks that appear in connection with the Services are the property of their respective owners. The trademarks displayed in connection with the Services may not be used without express written permission.
- E. TriMet grants Participant a personal, United States, royalty-free, non-assignable and non-exclusive license to use the Materials available as part of the Services. This license is for the sole purpose of using the Services for TriMet's intended purposes and is subject to the license restrictions below.
- F. Unless laws prohibit these restrictions or you have our written permission, Participant may not:
 - 1) Copy, modify, distribute, sell, or lease any part of our Services or included software;

- 2) Reverse engineer or attempt to extract the source code of our software or copy the scripts of the website;
 - 3) Download, print, copy, distribute or otherwise use Materials for commercial purposes, including commercial publication, sale or personal gain;
 - 4) Use any manual process or robot, spider, scraper, or other automated means to collect information or Materials from the Services or from users of the Services;
 - 5) Circumvent any of the technical limitations of the Services or interfere with the Services, including by preventing access to or use of the Services by our other users;
 - 6) Change or remove any copyright, trademark, or other proprietary notices, including without limitation attribution information, credits, and copyright notices that have been placed on or near the Materials;
 - 7) Impersonate any person or entity or misrepresent yourself or your entity in connection with the Services, or attempt to use another user's account without the user's permission; or
 - 8) Post or transmit through the Services any material that reasonably could be considered obscene, lewd, lascivious, excessively violent, harassing, or otherwise objectionable to some or all users.
- G. Feedback and participation are important to us. With respect to any content submitted or made available to TriMet (including through our "Contact Us" pages and social media channels), Participant grants to TriMet a non-exclusive, perpetual, worldwide, fully paid and royalty-free, transferable license to use, copy, distribute, publicly display, modify, and create derivative works from such content, for the limited purpose of operating, promoting, and improving the Services, and to develop new Services. In the event that Participant submits or posts any creative suggestions, proposals, or ideas about TriMet products and services, Participant agrees that such submissions will be automatically treated as non-confidential and non-proprietary. TriMet may use Participant's Feedback without any obligation or credit to Participant.
- H. **The Services and Materials are provided "as is," "as available," and without warranties of any kind. All use of the Services and Materials is at Participant's sole risk. To the fullest extent permitted by law, TriMet disclaims all warranties of any kind, whether express, implied or statutory, including without limitation implied warranties of title, quality, performance, merchantability, fitness for a particular purpose, accuracy, and non-infringement, as well as warranties implied from a course of dealing or course of performance. TriMet does not warrant that the Services will be continuous, prompt, secure, or error-free. TriMet assumes no liability for any errors or omissions, including the inaccuracy of content, or for any damages or losses that Participant or any third party may incur as a result of the unavailability of the Services. TriMet assumes no responsibility, and shall not be liable for, any damages to Participant's equipment, devices or other property caused from use of the Services.**

2. SALES AND ACCOUNTING OF FARE INSTRUMENTS

Participant will purchase monthly passes and tickets according to the procedures defined in this Exhibit A.

A. PROGRAM FARE INSTRUMENTS; BASIS OF SALES; REQUIREMENTS

1) Hop Fastpass™ Fare Cards

TriMet provided contactless fare cards containing a valid fare product shall be used as the valid fare instrument. TriMet shall provide fare cards for Participants, and may charge a reasonable administrative fee for this service. Fare cards are intended to be reused by the Participant, and can be reloaded with additional fare products. Participant shall keep fare instruments in secure locked storage, accessible only to the designated Program Administrator(s). Participants shall be required to maintain a record associating the fare card ID number (16-digit card number) with a unique member identifier (such as name and/or email address). Participant shall be required to upload this list via CSV file to the Institutional Web Portal to facilitate the purchase and loading of fare products to cards. Participant's members are required to tap their contactless card at card readers prior to each vehicle boarding and upon occupying any TriMet district areas requiring proof of fare payment.

2) Monthly Passes

Participant may purchase monthly passes from TriMet for its members in accordance with the procedures set forth in this Contract. Calendar monthly passes shall be made available for purchase via the Institutional Web Portal beginning on the 10th day of the month prior to the month in which the pass is valid, through the 9th day of the valid month (e.g. a monthly pass valid for March will be available for purchase between February 10th and March 9th). The Participant's payment is due in accordance with Paragraph B (1) Accounting Period set forth below. The next month's passes will not be made available until the prior month's outstanding balance is paid in full.

3) Tickets

Participant may purchase unvalidated 1-Day Passes and 2½-Hour Tickets via the Institutional Web Portal, at anytime during the month. Tickets may be ordered as non-reloadable limited use fare media, or as products loaded to reloadable fare cards. Members must tap fare instruments at card readers to activate the ticket. Tickets ordered as limited use fare media shall be delivered to Participant. Participant's payment is due in accordance with Paragraph B (1) Accounting Period set forth below.

4) Delivery

Orders of reloadable fare cards or limited use non-reloadable fare products shall be delivered to Participant, normally within ten (10) business days. A shipping and handling fee may apply. TriMet shall not be responsible for late deliveries. All mailings or deliveries shall be at a location (including to the address of the Locations) designated by Participant. Post Office boxes or deposit boxes are not acceptable. Participant shall be responsible for providing correct addresses and delivery information to TriMet.

5) Refunds; Replacement Cards

Fare instruments are non-refundable, and non-transferable. However, TriMet may replace lost, stolen, or damaged fare cards for Participant's members, and may charge a reasonable administrative fee for this service. To be eligible for replacement, the member's fare card must first be disabled by Participant's Program Administrator. Participant may also request that TriMet disable the fare card, and in this case, TriMet reserves the right to require Participant to provide additional information about the lost, stolen or damaged fare card, such as card ID number.

6) Designated Agents

- a. Participant may elect to participate in the Program through their designated agent ("Agent"). Agent will enter into a contract with TriMet for implementation of the Program in accordance with these requirements, including the purchase of and payment for fare instruments.
- b. Agent must be an incorporated entity, established for the purpose of providing administrative services to facilitate employer transportation options or other related services, including commercial or industrial property management and/or other transportation related services.
- c. Agent shall provide TriMet with written authorization from Participant on Participant's official letterhead evidencing the Agent's designation.

B. ACCOUNTING PERIOD1) Accounting Period

Payment for monthly passes and tickets is due net 30 days from the invoice date.

2) Late Payment Fee

A payment will be considered late if it is received after the due date defined in Paragraph (2)(B)(1), as applicable. Delinquent balances shall be subject to and assessed a 1.5% monthly, or 18% annual finance charge.

C. PAYMENT

- 1) TriMet will accept from Participant payments of all amounts due only in the form of a check drawn from Participant's bank, an electronic funds transfer or Participant's credit card. TriMet will not accept customer personal checks
- 2) TriMet assumes no liability for lack of member payment. If Participant elects to accept credit cards, debit cards or personal checks from members as payment for TriMet fare instruments, Participant assumes all risks, responsibilities and liabilities associated with the transaction.

3. Advertising and Point of Sale Promotion

To assist Participant in marketing fare instruments and providing transit information to its members, TriMet may provide point-of-sale information displays and on-site transit-use promotional material as mutually agreed upon between TriMet and Participant.

4. Participant Information

Participant shall submit a completed Federal IRS Form W-9 either by email to AccountsReceivable@trimet.org or by mail to TriMet, Attn: Accounts Receivable, 1800 SW 1st Avenue, Suite 300, Portland, Oregon, 97201.

CARD DISTRIBUTOR AGREEMENT (TriMet Card Fare Value Loading)

This Card Distributor Agreement ("Agreement") is entered into by and between Ready Credit Corporation ("Ready Credit") and _____, having a principal place of business at _____ ("Agency"), as of _____, 20____ ("Effective Date").

RECITALS

WHEREAS, Ready Credit has entered into an exclusive agreement with the Tri-County Metropolitan Transportation District of Oregon ("TriMet") for purposes of contracting Agencies within its transit service area to load TriMet fare value ("TriMet Fare Value") on to TriMet Hop FastPass Cards for use within the TriMet and TriMet Partner agency transit systems.

NOW, THEREFORE, in consideration of the covenants and conditions hereinafter set forth, the parties hereto, intending to be legally bound, agree as follows:

1. Definitions

"Card" means a contactless card issued to a Cardholder used for the purchase of TriMet services.

"Cardholder" means (i) a person who is issued a Card, and (ii) uses the Card to originate a transaction.

"Client" means (i) a person that is eligible to receive services from the Agency who is issued a Card, and (ii) uses the Card to originate a transaction.

"Mark" means the service marks and trademarks of Ready Credit or TriMet, including but not limited to, the names and other distinctive marks or logos which identify the TriMet Hop FastPass Card.

"Program" means the TriMet Hop FastPass Card Program that includes loading TriMet Fare Transit Value.

"Program Expenses" includes, but is not limited to: all charges from Merchant's Processing Services in support of Program.

"Partners" means the transit agencies to include TriMet, C-TRAN and the Portland Streetcar.

"TriMet Fare Value" means U.S Currency cash equivalent value loaded to a TriMet Hop FastPass Card account that permits travel and use of the TriMet transit system.

"TriMet Hop FastPass Card" means a contactless and magnetic stripe-based, closed-loop card.

"WebPOA" means an Internet based point-of-activation application that is hosted on the Agency's own provided Web-enabled Point-Of-Sale (WebPOS) system or personal computer/tablet that supports the activation and loading of TriMet Fare Value on TriMet Hop FastPass Card accounts.

2. License. Subject to the terms and conditions of this Agreement, Ready Credit hereby grants to Agency a non-exclusive, non-transferable, revocable license to load value, within the United States of America, to TriMet Hop FastPass Cards. Under this Agreement, Ready Credit authorizes Agency, and Agency agrees, to provide TriMet Hop FastPass Cards (Cards to be provided by TriMet to Agency) at the locations specified in Exhibit A, on the terms set forth herein. Agency shall comply with all laws, rules and regulations of the Partners or Regulatory Authority applicable to providing TriMet Hop FastPass Cards and loading TriMet Fare Value thereon ("Rules").

3. Program Requirements. Agency shall a) hold such TriMet Hop FastPass Cards for provision to Clients who desire to load TriMet Fare Value thereon, b) store all TriMet Hop FastPass Cards at Agency location(s), exercising reasonable care to avoid the theft or destruction of the same. Agency shall be responsible for any lost, stolen, damaged or destroyed TriMet Hop FastPass Card inventory. Agency will distribute Cards in custom packing which may include a Cardholder Agreement describing the program and card use, each as supplied and provided by Ready Credit. Agency shall not distribute any Card except in connection with such materials, including an approved Cardholder Agreement.

4. Card Activation. Agency shall activate TriMet Hop FastPass Cards by accessing an approved Internet application provided by Ready Credit. Agency agrees to the terms and conditions set forth in Exhibit C.

5. Financial Processing. Agency shall be responsible to have funds in a deposit account acceptable to Ready Credit (the "Designated Account") to cover all daily, the total value of all transactions in connection with loading TriMet Fare Value to the Hop FastPass Cards. Agency authorizes Ready Credit to electronically transfer all monies each day from the Designated Account to a Ready Credit designated account. The amount of funds transferred will be based on reports of activity generated by Ready Credit's processor. Agency authorizes Ready Credit to test an electronic transfer of \$1.00 when setting up Agency as a stakeholder with Ready Credit's processor. Agency will be reimbursed \$1.00 within 24 hours of the test.

6. Use of Marks. Agency shall not use any Mark in any form or manner without the prior authorization of Ready Credit. Agency shall at all times comply with any trademark usage guideline of Ready Credit, and/or TriMet as they may adopt from time to time.

7. Compliance. Agency will comply with all applicable Rules that relate to the matters and transactions contemplated by this Agreement. Agency shall be liable to Ready Credit for any and all liabilities and every loss, claim, demand, and cause of action (including, without limitation, the cost of investigating the claim, the cost of litigation and reasonable attorneys' fees, whether or not legal proceedings are instituted and whether paid or incurred, as the case may be) by or on behalf of any Cardholder as a result of Agency's failure to comply with the Rules or applicable Regulatory Authority. Agency shall immediately forward to Ready Credit all consumer complaints, including the name and address of the complaining Cardholder, received by Agency relating to its use of TriMet Fare Value.

8. Agencies Covenants and Obligations. Agency agrees that in performing this Agreement, consistent with Ready Credit's interpretations and instructions, it will: not charge a transaction fee to its Clients (unless explicitly approved by TriMet in writing which shall be communicated to all Agencies) for the services contemplated by this Agreement as established by TriMet in its sole discretion and communicated to Agency from time to time by Ready Credit; promote the TriMet Hop FastPass program to its Clients and not make any negative statements about Ready Credit, TriMet or the TriMet Hop FastPass Card; cooperate with Ready Credit with respect to requests received by Ready Credit.

9. Agency's Prohibitions. Agency shall not: Establish or operate an Internet website for obtaining authorization for payment of any funds for loading or reloading Hop FastPass Transit Value to, any TriMet Hop FastPass Card; Indirectly or directly, distribute the TriMet Hop FastPass Cards through any third party; directly or indirectly, employ or retain any third party to perform Agency's obligations under this Agreement; engage in any deceptive, misleading or unethical practices which could in any way involve Ready Credit; make any false or misleading representations with regard to any of the activities contemplated by this Agreement or Ready Credit; engage in or facilitate the use of any misleading, deceptive, or fraudulent advertising material involving Ready Credit.

10. Compensation. Agency agrees that it shall neither make nor assert any right of compensation whatsoever, including but not limited to deduction or set-off from the funds loaded by Agency and debited by Ready Credit for remittance to TriMet.

11. Payment. Except as otherwise agreed to by Ready Credit and Agency, Ready Credit will debit Agency's designated bank account on a daily basis through an electronic transfer for all funds related to the TriMet Fare Value loaded by the Agency to TriMet Hop FastPass Card Accounts or other charges then due and payable to Ready Credit. Electronic transfer of funds will occur at the beginning of each day following the previous day transactions. Agency agrees that it shall neither make nor assert any right of deduction or set-off from the funds debited by Ready Credit. Ready Credit shall provide Agency sufficient data in support of all funds debited from the Agency's approved bank account to determine the accuracy of such charges. The Parties agree to resolve any dispute arising from the value of funds collected from the Agency through good faith negotiations no later than 60 days from the time that the dispute is communicated. If the Parties do not promptly resolve any such dispute, the matter shall be submitted to arbitration as set forth in Section 30. This Agreement is expressly contingent on Ready Credit's approval of the Agency's credit application. Refer to Exhibit C for the Credit Application for a Business Account which is to be submitted to Ready Credit.

12. Disclaimer of Warranty. **READY CREDIT MAKES NO WARRANTY, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, WITH RESPECT TO THE SUBJECT MATTER OF THIS AGREEMENT, AND SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, OR FITNESS FOR A PARTICULAR PURPOSE.**

13. Limitation of Liability. **UNDER NO CIRCUMSTANCES WILL READY CREDIT BE LIABLE TO AGENCY ANY OTHER PERSON FOR LOST PROFITS, LOST SAVINGS, OR ANY CONSEQUENTIAL, SPECIAL, EXEMPLARY, INCIDENTAL, OR INDIRECT DAMAGES, HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY (INCLUDING NEGLIGENCE OR STRICT LIABILITY), ARISING OUT OF THIS AGREEMENT, EVEN IF READY CREDIT HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH LOSS. THE PARTIES ACKNOWLEDGE AND AGREE THAT THE CONSIDERATION EXCHANGED HEREUNDER IS BASED IN PART UPON THESE LIMITATIONS, AND FURTHER AGREE THAT THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY AVAILABLE HEREUNDER.**

14. Term and Termination.

14.1 The term of this Agreement shall commence on the Effective Date and continue until the occurrence of any of the following:

- (a) Ready Credit or Agency, with or without cause upon written notice to the other Party;
- (b) Termination of the TriMet Relationship;
- (c) Breach by Ready Credit or Agency of any provision of this Agreement;
- (d) Ready Credit determines in its sole discretion that:
 - (i) Agency may be engaged in any fraudulent or other suspicious activity;
 - (ii) Agency may be in violation of any of the Rules as determined in good faith by either Ready Credit;
 - (iii) Agency's continued performance of the services contemplated by this Agreement could risk violation of any Rule;
 - (iv) Governmental Requirements make it overly burdensome or otherwise difficult for Ready Credit to continue to allow Agency to perform this Agreement;

- (v) Ready Credit determines for any other reason that it does not wish Agency to perform the services contemplated by this Agreement.

14.2 Immediately upon a termination of this Agreement, Agency shall cease loading TriMet Fare Value on TriMet Hop FastPass Cards.

14.3 Section 15 shall survive any termination of this Agreement.

15. Confidentiality.

15.1 Confidential Information. "Confidential Information" means this Agreement and all proprietary information, data, trade secrets, business information and other information of any kind whatsoever which (a) a party ("Discloser") discloses, in writing, orally or visually, to the other Party ("Recipient") or to which Recipient obtains access in connection with the negotiation and performance of this Agreement, and which (b) relates to (i) the Discloser, (ii) in the case of Ready Credit, its bank, customers and or associates, or (iii) consumers who have made confidential or proprietary information available to Ready Credit. The definition of Confidential Information shall include Client Information as described below.

15.2 Client Information. Agency acknowledges that Ready Credit has a responsibility to its Cardholders to keep information about its Cardholder and their accounts strictly confidential and Ready Credit acknowledges that Agency has a responsibility to its Clients to keep their information strictly confidential (collectively, "Client Information"). The Recipient shall not disclose or use Client Information other than to carry out the purposes for which the Discloser or one of its affiliates disclosed such Client Information to Recipient. Recipient shall not disclose any Client Information other than on a "need to know" basis and then only to: (a) affiliates of Discloser; (b) its employees or officers; (c) affiliates of Recipient provided that such affiliates shall be restricted in use and re-disclosure of the Customer Information to the same extent as Recipient; (d) to carefully selected subcontractors provided that such subcontractors shall have entered into a confidentiality agreement no less restrictive than the terms hereof; (e) to independent contractors, agents, and consultants hired or engaged by Recipient, provided that all such persons are subject to a confidentiality agreement which shall be no less restrictive than the provisions of this Section; or (f) pursuant to the exceptions set forth in 15 USC 6802(e) and accompanying regulations which disclosures are made in the ordinary course of business. The restrictions set forth herein shall apply during the term and after the termination of this Agreement.

15.3 Privacy. Each party shall comply with all federal and state privacy laws.

15.4 Return of Materials. Upon the termination or expiration of this Agreement, or at any time upon the request of either party, the other party shall return all Confidential Information, in the possession of such party or in the possession of any third party over which such party has or may exercise control.

16. Indemnification. Agency shall indemnify Ready Credit and Partners individually and collectively against, and hold Ready Credit and the Partners individually and collectively harmless from any and all liability, loss, claim, cost, expense or deficiency (including reasonable attorney's fees) arising out of any illegal, negligent or intentionally wrongful act of Agency in connection with the distribution of TriMet Hop FastPass Cards and/or loading TriMet Fare Value. Agency shall defend, indemnify and hold harmless Ready Credit and Partners individually and collectively, their respective parents, subsidiaries or affiliates, and their respective officers, directors, employees and permitted assigns, as such, against any cost, loss and/or expense arising from any legal action, claim, demand or proceeding brought against any of them as a result of any misrepresentation, breach of warranty or failure to fulfill a covenant of this Agreement on the part of Agency, any act or omission of Agency in violation of any law, by-laws

or Governmental Requirements, or any claim relating to obligations owed to or by Agency or any third party retained by it; provided, that this provision shall not apply if such claim arises out of (i) an act of fraud, embezzlement or criminal activity by Ready Credit or Partners, (ii) negligence, willful misconduct or bad faith by Ready Credit or Partners, or (iii) the failure of Ready Credit or Partners to comply with, or to perform its obligations under, this Agreement

17. Governing Law; Venue. This Agreement shall be governed by the laws of the State of Oregon without regard to its conflicts of law provisions. Each Party hereby submits to the jurisdiction of the courts of such state, and waives any objection to venue with respect to actions brought in such courts.

18. Publicity. All media releases, public announcements and public disclosures by either party relating to the subject matter of this Agreement shall be coordinated with and approved by the other party in writing prior to the release thereof.

19. Audit Rights. Agency will keep accurate books of account and records of all transactions relating to the subject matter of this Agreement. The books of account and records will be kept in such a manner as to allow a person reasonably skilled in accounting analyze and evaluate the same for accuracy. Ready Credit (or its duly authorized representative) will have the right to examine such books of account and records and to make extracts therefrom. All relevant books of account and records will be kept available for at least six (6) years after the termination of this Agreement.

20. Non-Waiver. The failure by either party at any time to enforce any of the provisions of this Agreement or any right or remedy available hereunder or at law or in equity, or to exercise any option herein provided, will not constitute a waiver of such provision, right, remedy or option or in any way affect the validity of this Agreement. The waiver of any default by either party will not be deemed a continuing waiver, but will apply solely to the instance to which such waiver is directed.

21. Severability. Every provision of this Agreement will be construed, to the extent possible, so as to be valid and enforceable. If any provision of this Agreement so construed is held by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable, such provision will be deemed severed from this Agreement, and all other provisions will remain in full force and effect.

22. Notice. Any notice hereunder will be in writing and will be deemed to have been received when personally delivered, twenty-four (24) hours after it has been sent via overnight express courier, or seventy-two (72) hours after it has been deposited in the United States Mail, registered or certified, postage pre-paid, properly addressed to the party to whom it is intended at the address set forth above, or at such other address of which notice is given in accordance herewith:

23. Assignment. Agency may not assign, delegate and/or otherwise transfer this Agreement or its rights, licenses and obligations hereunder to any person or entity without the prior written permission of Ready Credit, and any such attempted transfer will be null and void.

24. Independent Contractor. Each of the parties hereto is an independent contractor and neither party is, nor shall be considered to be, an agent or representative of the other. Neither party shall act or present itself, directly or indirectly, as an agent of the other or in any manner assume or create any obligation on behalf of, or in the name of, the other.

25. Binding Effect. This Agreement will be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns.

26. No Third-Party Beneficiary. Partners are third party beneficiaries of Agency's obligations under this Agreement. Save and except as expressly set forth in the preceding sentence, this Agreement is between Ready Credit and Agency (and their respective permitted

successors and assigns), and there are no third party beneficiaries hereunder.

27. Force Majeure. Neither party will be liable to the other party for any failure or delay in performance to the extent due to any cause beyond its reasonable control.

28. Disputes and Arbitration.

28.1 Dispute Resolution. In the event a controversy, claim or dispute arising out of or relating to this Agreement or the transactions contemplated hereby ("Dispute") arises between Ready Credit and Agency including without limitation any dispute relating to this Agreement and the performance or scope of obligations hereunder, either party may request by notice that the dispute be escalated to respective senior, management personnel for consideration. Upon request, senior management personnel will conference by telephone or (if convenient) in person within a reasonable period of time not to exceed fifteen (15) days to determine if the dispute can be resolved.

28.2 Binding Arbitration. Any Dispute not resolved pursuant to the provisions herein, shall be referred to arbitration for determination. The arbitration shall be conducted in accordance with such rules as may be agreed upon by the parties, or failing agreement within twenty (20) days after arbitration is demanded, in accordance with the Commercial Arbitration Rules of the American Arbitration Association ("AAA"), subject to any modifications contained in this Agreement. The Dispute shall be determined by one (1) arbitrator, except that if the Dispute involves an amount in excess of \$1,000,000 (exclusive of interest and costs, three (3) arbitrators shall be appointed to decide by majority vote unless the Parties agree otherwise. The arbitrator(s) shall be selected from panels maintained by the AAA unless the Parties agree otherwise. The determination of the arbitrator shall be binding upon the Parties and judgment upon the award rendered may be entered in any court having jurisdiction thereof. The arbitrator(s) shall base the award on the applicable law judicial precedent, which would apply if the Dispute were decided by a United States District Court Judge sitting in Oregon. The award shall be in writing and include the findings of fact and conclusions of law upon which it is based unless the Parties agree otherwise. Notwithstanding the foregoing, no Party shall be prevented from seeking injunctive relief from a court of competent jurisdiction in order to enforce this Agreement. Depositions may be taken and other discovery may be obtained during such arbitration proceedings to the same extent authorized in civil judicial proceedings. The arbitrator(s) will resolve any discovery disputes. The arbitrator(s) and counsel of record will have the power of subpoena process as provided by law. Arbitration fees payable to the arbitrator in advance of an award shall be paid equally by the Parties to the dispute. The arbitrator(s) shall award recovery of all costs and fees (including reasonable attorneys' fees, administrative fees, arbitrator fees, costs and expenses) to the prevailing Party. The arbitrator(s) may also grant provisional or ancillary remedies including, without limitation, injunctive relief, attachment or the appointment of a receiver, either during the pendency of the arbitration proceeding or as part of the arbitration award. The arbitration shall be governed by the substantive laws of the State of Minnesota without regard to conflicts of law rules. The arbitration proceedings shall be conducted in Portland, Oregon, unless the Parties agree otherwise.

29. Entire Agreement. This Agreement sets forth the entire agreement and understanding between Agency and Ready Credit regarding the subject matter hereof and supersedes any prior representations, advertisements, statements, proposals, negotiations, discussions, understandings, or agreements regarding the same subject matter. This Agreement may not be modified or amended except by a writing signed by the party against whom the same is sought to be enforced.

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IN WITNESS WHEREOF, this Agreement is executed by the parties' authorized officers or representatives and shall be effective as of the date first above written.

Ready Credit Corporation

By: _____

Title: _____

Agency

By: _____

Title: _____

EXHIBIT A
AGENCY LOCATION(S)

188835

The following is a complete list of the Agency's approved locations (attach additional lists if necessary).

Agency Location Name	Address	City	State	Zip Code	Phone Number
1)					
2)					
3)					
4)					
5)					
6)					
7)					
8)					
9)					
10)					

NOTE: Any location listed may be removed by Ready Credit for failure to meet the necessary Agency requirements without removing any other Agency location.

EXHIBIT B
WebPOA SOFTWARE

TERMS & CONDITIONS FOR USE OF SOFTWARE

1.1 Access to WebPOA. Ready Credit shall deliver to Agency all user IDs and passwords as necessary for Merchant to access the WebPOA and utilize the Services in accordance with this Agreement.

1.2 License to Use WebPOA and Documentation. Ready Credit grants Agency a limited, nontransferable and nonexclusive license to use, during the Term, the WebPOA, together with all related documentation of Ready Credit with respect thereto ("Documentation"), subject to the restrictions set forth below.

1.3 License Restrictions. Agency's use of the WebPOA is limited as follows:

A. Agency shall use the WebPOA for Merchant's internal purposes only, and solely for the purpose of Agency's use of the Services.

B. Agency acknowledges that the WebPOA contains certain third party software elements, and Agency agrees with respect to such elements that Merchant shall be prohibited from replicating or distributing or otherwise using the same other than for Merchant's internal business purposes.

C. Agency understands that it may be required by third parties with patents or other proprietary rights to processes or products to obtain licenses to use its proprietary processes or products for the Cards or

otherwise so that Agency can access and use the WebPOA. Agency agrees that it shall be solely responsible to obtain and pay for said third party licenses; and that Ready Credit's license to Agency for the use of the WebPOA is conditioned upon its obtaining and paying for such licenses from third parties. Agency shall also indemnify and hold Ready Credit harmless against any and all claims, expenses and liabilities arising out of or related to Agency's obligation under this Section 1.3 C. Ready Credit shall have the right to suspend performance under this Agreement if a third party with such proprietary processes or products notifies Ready Credit that a license is required, and that the Agency has failed to obtain one.

D. Agency agrees that it shall not, for itself, or its Agents, Affiliates, and Customers or any unaffiliated third party: sell, license, assign, or transfer the license to use the WebPOA or any Documentation; decompile, disassemble, or reverse engineer the WebPOA; copy the WebPOA or any Documentation; or remove from the Documentation any language or designation indicating the confidential nature thereof or the proprietary rights of Ready Credit or its suppliers in such items:

1.4 Additional Agency Restrictions. Agency shall not: (a) alter or duplicate any aspect of the Documentation, except as expressly permitted under this Agreement; (b) assign, transfer, distribute, or otherwise provide access to the WebPOA to any third party; (c) provide access to the WebPOA to any third party or use the WebPOA in connection with any third party content; or (d) export, re-export or permit any third party to export or re-export the Documentation outside of the territorial limits of the country in which it was originally delivered without appropriate licenses and clearances.

**EXHIBIT C
CREDIT APPLICATION FOR A BUSINESS ACCOUNT
BUSINESS CONTACT INFORMATION**

Contact Name and Title:	Tax ID:	Date business commenced	Annual Sales: \$
Legal Company Name:	Trade Name / DBA / Parent Company:	<input type="checkbox"/> Sole proprietorship	Attach copy of last Tax Return:
Phone:	Fax:	<input type="checkbox"/> Partnership	
E-mail:		<input type="checkbox"/> Corporation	
Registered company address		<input type="checkbox"/> Other	
City, State ZIP Code:			

BANKING INFORMATION

Please list the bank that Ready Credit Corporation will be electronically withdrawing funds from.

Bank Name:	ABA:	Account Number:	
Bank Address:		Account Name:	
Phone:	Bank Contact Name:	Phone:	
Fax:			
E-mail:		Type of Account:	<input type="checkbox"/> Savings <input type="checkbox"/> Checking <input type="checkbox"/> Other

BUSINESS/TRADE REFERENCES

List three references with whom you have had a business relationship for more than one year.

Company name:		Phone:	
Address:		Fax:	
City, State ZIP Code:		E-mail:	
Type of account:	<input type="checkbox"/> Cash <input type="checkbox"/> Credit <input type="checkbox"/> Other	Other:	
Company name:		Phone:	
Address:		Fax:	
City, State ZIP Code:		E-mail:	
Type of account:	<input type="checkbox"/> Cash <input type="checkbox"/> Credit <input type="checkbox"/> Other	Other:	
Company name:		Phone:	
Address:		Fax:	
City, State ZIP Code:		E-mail:	
Type of account:	<input type="checkbox"/> Cash <input type="checkbox"/> Credit <input type="checkbox"/> Other	Other:	

AGREEMENT

- All funds received by Agency for transaction in a given day are to be available in the Agency's designated bank account at the beginning of the business day that immediately follows the date of the transactions.

(Initial Here) I agree to allow Ready Credit Corporation to conduct an electronic withdrawal from the bank account I have listed above

- By submitting this application, you authorize Ready Credit Corporation or its third party designee make inquiries into the banking and business/trade references that you have supplied as well as the general credit worthiness of the applicant.

SIGNATURES

Signature		Signature	
Print Name		Print Name	
Date		Date	