

4916-0068

**METRO UNIVERSAL PASS PROGRAM AGREEMENT**

This Universal Pass Program Agreement (the "Agreement") is made this 28 day of October, 2016 by and between the Los Angeles County Metropolitan Transportation Authority ("LACMTA") and California State University, Los Angeles (the "Institution").

**RECITALS**

- A. LACMTA has established a Universal Pass ("U-Pass") program (the "Program") for colleges, universities and trade schools to increase college transit ridership and create a new generation of transit riders. The Program would make Metro transportation services (including without limitation, Metro Bus, Metro Rapid, Metro Liner and Metro Rail) available to eligible college students holding an LACMTA U-Pass card or sticker (either card or sticker are referred to herein as the "U-Pass Media"). The college, university or trade school would pay LACMTA per boarding for all U-Pass Media issued to the Institution in connection with the Program.
- B. The Institution has requested to participate in the Program for the Institution's Academic Year Spring 2017- Summer 2017. The Institution understands that the U-Pass Media is loaded for a particular period (the "Pass Period") which may not be the same dates as the Institution's academic sessions.
- C. Under the Program, the Institution shall be authorized to sell the U-Pass on the terms and conditions provided herein.
- D. LACMTA shall work directly with the Institution regarding the Program and the Institution shall be responsible for the implementation of the Program to its eligible students.
- E. The parties desire to enter into this Agreement to outline each party's roles and obligations for the Program.

Now therefore, for valuable consideration, the receipt and sufficiency is hereby acknowledged, the parties hereby agree as follows:

**AGREEMENT**

**1. Service**

- A. LACMTA shall allow each Eligible Participant, as defined below in Section 3B below, tapping a valid U-Pass Media and displaying valid Institution I.D. for the applicable Pass Period to ride on all local Metro Bus, Metro Rapid, Metro Liner and Metro Rail services, including Zone 1. Eligible Participants with a valid U-

Pass are required to tap their U-Pass Media on the fare validators in order to use Metro's bus and rail services.

- B. The effective dates for the U-Pass are embedded on a smart chip inside the U-Pass Media and can be verified at any LACMTA bus fare box, rail station validator, TAP compact point of sales ("CPOS") device or ticket vending machine. Again, as this is a general Program and not all colleges, universities and trade schools have the same start and end dates for a particular school's academic session. Therefore, the Pass Period for the U-Pass may not have the same start and end dates as each school's academic session.
- C. Sections 4.1 through 4.5, 11, 12, 13, 14.1, 15, 16, 17 and 18 of the TAP Cardholder Agreement, which is available on-line at [www.taptogo.net](http://www.taptogo.net), or by contacting 1-866-TAPTOGO are incorporated herein by reference and all references to the Card shall mean the U-Pass Media.
- D. The Institution will promote and market the Program to encourage its students to register for the Program. LACMTA will provide marketing materials (i.e. banners, posters, and brochures) regarding the Program for the Institution's use and the Institution shall provide an acceptable physical location to display the Program marketing materials. LACMTA marketing materials may also be digital communications which the Institution shall distribute to its students through emails, social media and on the Institution's website. The Institution shall obtain LACMTA's consent and approval for any marketing materials developed by the Institution prior to distribution of such materials.
- E. The Institution shall be responsible for administration of the Program by performing the following functions, all as more particularly described in this Agreement:
  - 1. Determine whether a student is eligible to participate in the Program;
  - 2. Confirm each Participant has submitted the Disclaimer/Waiver form;
  - 3. Sell the U-Pass and distribute the U-Pass Media;
  - 4. Track and maintain the Participant Log List, as defined in Section 4E below;
  - 5. Ensure the U-Pass Media is properly activated by either using the CPOS or informing LACMTA on a timely basis that LACMTA needs to load the U-Pass Media by so indicating such need on the Participant Log List, as described in Section 4F below.

## 2. Term

- A. The term of this Agreement shall commence on January 23, 2017 and terminate on August 30, 2017 (which covers the following school sessions: Spring 2017, and Summer 2017); unless terminated earlier as provided herein.

- B. Provided the Institution is not in default under this Agreement, the Institution shall have the option to extend the term of this Agreement by one year to August 30, 2018, to cover the following school sessions: Fall 2017/Winter 2018, Spring 2018, and Summer 2018 (the "2018 Option"). To exercise the 2018 Option, the Institution must provide LACMTA with written notice of its election to exercise the 2018 Option no later than May 15, 2017.
- C. If the Program is terminated, the Institution shall be responsible for posting notices at the Institution notifying the Participants of the Program termination at least 60 days in advance of the termination date.

### 3. Eligible Students

- A. The Institution shall be responsible for all steps involved to determine whether a student meets the definition of an Eligible Student, the distribution of the U-Pass Media to Eligible Students, and tracking, through the Participation Log List, all Participants, as defined below, who purchase and hold the U-Pass Media.
- B. For purposes of this Agreement, an "Eligible Student" is defined as a student who: (a) is currently enrolled at the Institution; (b) holds a valid student identification card from the Institution; and (c) attends the Institution with either (i) a minimum of 8 units per session for undergraduate students in the Fall/Winter and Spring sessions, (ii) a minimum of 6 units for graduate students in the Fall/Winter and Spring sessions; or (c) a minimum of 6 units for undergraduate or graduate students for the Summer session. If verified and approved by the Institution, a student that attends two (2) or more different colleges may combine units equal to the minimum unit requirement based on their undergraduate or graduate status. The Institution part-time students (students enrolled in 7 units or less for undergraduate students or 5 units or less for graduate students in the Fall/Winter and Spring sessions or 5 units or less for graduate and undergraduate students in the Summer session) and Institution employees are ineligible to participate in the Program, unless the Institution employee qualifies as an Eligible Student. In the event of any discrepancies, LACMTA may, at its option, deactivate any U-Pass Media that are issued to students deemed ineligible by LACMTA.
- C. For purposes of this Agreement, a "Participant" is defined as an Eligible Student who has elected to participate in the Program and who is issued a U-Pass Media.

### 4. U-Pass Media Request and Distribution

- A. For each Pass Period during the term of this Agreement, no later than 45 days prior to the start of each Pass Period, the Institution shall provide LACMTA a request for the number of U-Pass Media needed for the upcoming Pass Period (the "Request"). The Request shall contain the number of Unloaded U-Pass Media that the Institution needs taking into account that the Institution can issue

unused U-Pass Media from a prior Pass Period, and can reload a U-Pass Media issued to a Participant in a prior Pass Period. As used in the Agreement, an "Unloaded" U-Pass Media shall mean a U-Pass Media that has not been loaded with a valid fare instrument and, therefore has no value.

- B. Once LACMTA delivers the requested number of Unloaded U-Pass Media to the Institution, the Institution shall be responsible for security and distribution of the U-Pass Media. Should LACMTA provide any literature regarding the Program, the Institution shall distribute such literature along with the U-Pass Media.
- C. For each session, the Institution will have the right to sell and load the Unloaded U-Pass Media any time after receiving them or reload after the applicable Pass Period has expired and through the last date of the applicable session. The U-Pass Media may be sold and loaded at a maximum prorated weekly rate of \$10.03.
- D. The Institution must require each Eligible Student to complete the Disclaimer/Waiver form, which can be found on-line at [https://lametro.formstack.com/forms/upass\\_csula](https://lametro.formstack.com/forms/upass_csula). The Disclaimer/Waiver form includes the student's Title VI demographic information and student's registration information. The Institution shall receive written or electronic confirmation that the Eligible Student has completed the Disclaimer/Waiver form before the Institution is authorized to distribute the U-Pass Media to the Eligible Students.
- E. Upon distribution of the U-Pass Media, the Institution shall maintain and update a list of all the U-Pass Media that have been issued during the session (the "Participant Log List"). The Participant Log List shall include the name of each Participant receiving the U-Pass Media, the number of the U-Pass Media assigned to such Participant, the Participant's student ID (or other unique identifier) for the applicable session, the issuance date for the U-Pass Media, identify any lost or stolen U-Pass Media and such other information required by LACMTA to implement the Program. The Institution shall provide LACMTA daily access of the "Participant Log List" through a shared drive (i.e. Google drive or SharePoint) or File Transfer Protocol (FTP) site.
- F. An Unloaded U-Pass Media is ready for loading the applicable U-Pass purchased by the Institution. The Institution shall be responsible to ensure all Unloaded U-Pass Media are loaded either (1) by the Institution using the CPOS provided by LACMTA pursuant to the License Agreement attached as Exhibit A hereto; or (2) by LACMTA provided the Institution's Participant Log List is updated no later than 2:00 PM of each business day.
- G. If a U-Pass Media is lost or stolen, the Institution must report such lost or stolen U-Pass Media to LACMTA through the "Participant Log List" (see above) so that LACMTA can deactivate such U-Pass Media. The Institution shall replace the lost or stolen U-Pass Media with its existing supply of U-Pass Media purchased through the Request.

H. The Institution shall be responsible for holding the U-Pass Media stock and any sales devices provided by LACMTA, such as the CPOS, in a secure manner. U-Pass Media stock should be treated as cash. Metro is not responsible for replacing any lost or stolen U-Pass Media.

I. In no event can surplus U-Pass Media be sold to non-eligible students of the Institution or to anyone other than an Eligible Student.

#### 5. U-Pass Pricing

A. Validity dates of for each Pass Period and the maximum price per Participant which LACMTA can charge the Institution for each Pass Period covered by this Agreement are as follows:

1. The Pass Period for Institution's Fall session U-Pass will be valid for 19 weeks from January 23, 2017 to May 30, 2017 at the maximum price of \$190.57 ( $\$10.03 \times 19$  weeks) per Participant.

2. The Pass Period for Institution's Spring and Summer sessions U-Pass validity will be determined by LACMTA at a later date. LACMTA will notify the Institution in writing once the validity date for these Pass Periods are available, at the maximum weekly price of  $\$10.03 \times$  number of weeks  $\times$  Participant.

B. The price the Institution shall pay for the U-Pass shall be based on a fare per boarding charge ("FPB") of \$0.75 multiplied by the number of actual boardings made by Participants during the applicable Pass Period but shall not exceed the applicable maximum price specified in Section 5A above. The Institution shall be charged an estimated amount at the beginning of each Pass Period which will be reconciled to the actual amount due at the end of each Pass Period.

C. As more specifically set forth in Sections 5D-F below, after the last date that a student can officially add or drop a class without a financial penalty (the "Census Date"), LACMTA shall send the Institution an estimated invoice amount based on the requested number of U-Pass Media and estimated TAP boardings or number of Participants, whichever is lower. The Institution shall pay such estimated amount within thirty (30) days within the receipt of the invoice. Within thirty (30) business days from the end of each Pass Period, LACMTA will reconcile the invoiced amount with the actual boardings for such Pass Period. A Credit Amount or Additional Payment Amount, as defined in Section 5D-2 and Section 5E-2 will be applied towards the next invoice.

- D. For the initial Pass Period only, the following estimated invoice amount and reconciliation procedure shall apply:
1. The estimated invoice amount will be established as follows: LACMTA will charge an amount equal to the number of Institution's U-Pass Media loaded for that initial Pass Period, as determined by the Participant Log List (provided, however, if actual passes loaded via the LACMTA authorized sales device (CPOS) or autoloading by LACMTA is greater than the Participant Log List, then the actual passes loaded will be used), multiplied by the maximum price per Participant for that Pass Period. Assuming there are 372 Participants in the initial Pass Period associated with Institute's Spring session, the estimated cost for the initial Pass Period is \$70,893.94 (372 x \$190.57) LACMTA shall submit an invoice to the Institution for the estimated invoice amount approximately 10 days after the Census Date.
  2. Within thirty (30) business days from the end of the initial Pass Period, LACMTA shall calculate the actual amount due using TAP data of actual number of boardings made by the Institution's Participants during the initial Pass Period and any other boardings recorded on any U-Pass Media assigned to Institution multiplied by \$0.75 and reconcile such total amount with the estimated payment made by the Institution. If the reconciliation shows actual boardings exceeded expectations and the estimated amount already paid was too low, the Institution will not be required to pay any additional amounts. For the initial Pass Period, if the reconciliation shows actual boardings were less than expected and the estimated payment was too high, LACMTA will issue the Institution a credit equal to the difference between the estimated payment made and the actual FPB for the initial Pass Period (the "Credit Amount"). The Credit Amount will be reflected on the invoice for estimated payment for the next Pass Period.
- E. For each subsequent Pass Period during the Term of the Agreement, the following estimated invoice amount and reconciliation procedure shall apply:
1. The estimated invoice amount will be established by using the TAP data of actual number of boardings by the Institution's U-Pass Media in the prior Pass Period multiplied by \$0.75. LACMTA shall submit an invoice to the institution for the estimated invoice amount after the Census Date.
  2. Within thirty (30) business days from the end of the Pass Period, LACMTA shall calculate the actual FPB using TAP data of actual number of boardings by the Institution's U-Pass Media in the just ended Pass Period and any other

boardings recorded on any U-Pass Media assigned to the Institution and reconcile such total amount with the estimated payment made by the Institution. If the reconciliation shows actual boardings exceeded expectations and the estimated amount already paid was too low, the Institution will be charged an amount equal to the difference between the actual FPB and the estimated amount already paid (the "Additional Payment Amount"). The Additional Payment Amount shall be added to the Invoice for the estimated amount due for the next Pass Period and shall be due and payable with the next Pass Period estimated amount. If the reconciliation shows actual boardings were less than expected and the estimated amount already paid was too high, LACMTA will issue the Institution the Credit Amount, which shall be reflected in the invoice for the estimated amount due for the next Pass Period.

- F. A \$2.00 U-Pass Media fee will be applied to each U-Pass Media ordered in the Request.
- G. The Institution will determine the sales price to be charged to the Participants (factoring in any subsidy) for the U-Pass for each Pass Period. However, the Institution shall not be permitted to charge each Participant more than the price paid by Institution to LACMTA for such U-Pass plus a \$2 initial card fee. The Institution can set the amount charged to Participants to replace a lost or stolen U-Pass Media.

## 6. Payment

- A. The Institution will be responsible for all boardings accrued from each U-Pass Media issued to the Institution.
- B. The Institution shall pay the LACMTA the full amount invoiced as the estimated amount within 30 days of receipt of invoice for the Program for each Pass Period. Failure to pay may result in deactivation ("Hot List") of all U-Pass Media assigned to the Institution.
- C. The Institution must complete payment on any outstanding invoice prior to ordering any U-Pass Media for the next Pass Period.
- D. In the event that the Institution fails to make any payment when due, such amount shall begin to accrue a late fee of one percent (1%) interest per month commencing 30 days after the due date and continuing until such payment is made in full. LACMTA's failure to terminate this Agreement immediately after any one missed payment shall not be construed as a waiver of LACMTA's right to terminate this Agreement for any ongoing missed payment.

- E. If the Institution defaults in any payments, in addition to all rights and remedies available to LACMTA at law or in equity, LACMTA may require advance payment for future Pass Periods in order for the Institute to be reinstated in the Program.
- F. In addition to the rights contained herein, LACMTA shall have no obligation to provide the U-Pass Media or load U-Pass Media already in the Institution's possession for the next Pass Period until LACMTA has received payment in full from the Institution for the applicable U-Pass charges from the previous Pass Period.
- G. Notwithstanding the foregoing, if the Institution does not elect to exercise its 2018 Option to continue the Program for another year, and thereby terminates this Agreement, the Institution is obligated to pay the Additional Payment Amount to LACMTA and LACMTA is obligated to provide the Credit Amount to the Institution. The Institution is required to return any remaining Unloaded U-Pass Media to LACMTA, and LACMTA will issue a refund an amount equal to the number of unused Unloaded U-Pass Media multiplied by \$2.00.

## 7. General Provisions

- A. LACMTA and/or its designee shall have the right to conduct financial, performance and compliance audit(s) of the Institution's participation in the Program. The Institution shall establish and maintain proper accounting procedures, cash management records, and documents to properly document its implementation of the Program. The Institution shall retain all original records and documents related to the Program for a period of three (3) years after termination of the date of this Agreement.
- B. If the Institution fails to comply with the terms and conditions of this Agreement, including without limitation all accounting records, sales receipts, and inventory and activity reports then in addition to all remedies available at law or equity, LACMTA may terminate this Agreement or refuse to provide any additional U-Pass Media.
- C. LACMTA reserves the right to pursue claims or demands against, or seek prosecution of anyone who duplicates, alters, or commits unauthorized use of an Institution I.D. card in conjunction with the U-Pass Media to ride Metro Bus, Metro Rapid, Metro Liner and Metro Rail.
- D. No officer, member, or employee of LACMTA and no members of its governing body, and no other public official or employee of the governing body of the locality of localities included within LACMTA, during his or her tenure or for one year thereafter, shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.



- E. This Agreement may not be amended or modified except by means of a writing executed by all parties and expressly stating that it is an amendment or modification to this Agreement. Nothing in this Agreement shall be construed to give third party beneficiary rights to any person not a party to this Agreement.
- F. Nothing in this Agreement shall be construed to limit LACMTA's right to establish service routes or perform any functions authorized by the LACMTA Board. Nothing herein shall be construed to give the Institution rights to receive any particular routes or levels of service. No provision of this Agreement shall be construed to require LACMTA to continue to operate any bus or rail service to or from the Institution or elsewhere during the term of the Agreement, and it is expressly agreed that LACMTA shall incur no liability to the Institution by reason of any rerouting, rescheduling, discontinuance or other changes in bus, rail or other transit services operated by LACMTA.
- G. The parties shall be responsible for the acts and omissions of their respective officers, employees, and agents; provided, however, that nothing in this provision or otherwise contained in the provisions of this Agreement shall be construed as an express or implied waiver by either party.
- H. Neither LACMTA nor any officer or employee thereof shall be responsible for any damage or liability occurring by reason to anything done or committed to be done by the Institution under or in connection with any work performed by and-or service provided by the Institution, its officers, agents, employees and subcontractors under this Agreement. The Institution shall fully indemnify, defend, (with counsel reasonably acceptable to LACMTA) and hold LACMTA, and its officers, agents and employees harmless from and against any liability and expenses, including without limitation, defense costs, any costs or liability on account of bodily injury, death or personal injury of any person or for damage to or loss of risk of property, any legal fees and any claims for damages of any nature whatsoever arising out of the Institution's participation in the Program, including without limitation (i) breach of Institution's obligations under this Agreement; or (ii) any act or omission of the Institution, or its officers, agents, employees, students, contractors or subcontractors in connection with its participation in the Program or (in) theft, forgery or other similar causes.
- I. Neither the Institute nor any of its officers, employees or agents shall be responsible for any claim, damage, injury or liability that arises from LACMTA's administration of the Program or operation of the Metro transportation system.
- J. This Agreement constitutes the entire understanding between the parties, with respect to the subject matter herein.
- K. The Institution shall not assign this Agreement, or any part thereof, without prior approval of the LACMTA Chief Executive Officer or his designee, and any assignment without said consent shall be void and unenforceable.

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- L. Notices regarding this Agreement shall be effective five days after the date of deposit in regular mail, or upon the day of receipt if delivered by confirmed facsimile, or on the day following deposit in an overnight delivery service. Notices shall be delivered as follows:

To LACMTA: Los Angeles County Metropolitan Transportation Authority  
One Gateway Plaza, Los Angeles, CA 90012  
Attention: Devon Deming, Director of MCS (213) 922-7957  
Jocelyn Feliciano, Communications Mgr. (213) 922-3895

To Institution: California State University, Los Angeles  
5151 State University Drive  
Los Angeles, CA 90032  
Attention: Carmen Gachupin, Director, Parking & Transportation  
Services (323) 343-5754

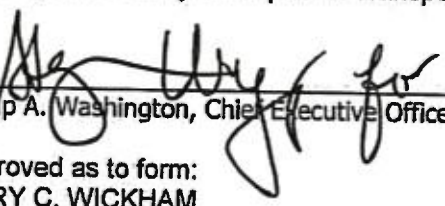
- M. This Agreement may be executed by either an original signature or signature transmitted by facsimile or electronic transmission or other similar process, each of which shall be deemed an original.

[Signatures on Next Page]

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IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as of the date and year first written above.

Los Angeles County Metropolitan Transportation Authority

By:  for  
Phillip A. Washington, Chief Executive Officer

Approved as to form:  
MARY C. WICKHAM  
County Counsel

By:   
Deputy

California State University, Los Angeles

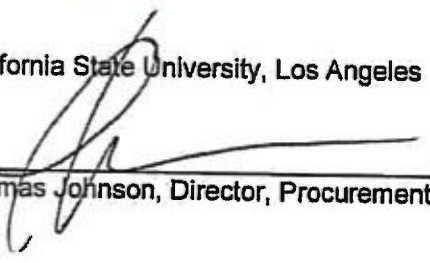
By:  10/28/16  
Thomas Johnson, Director, Procurement & Contracts

Exhibit A

TAP© CPOS LICENSE AGREEMENT

This TAP CPOS License Agreement ("Agreement") is entered into as of, October ~~20~~, 2016 by and between California State University, Los Angeles ("Licensee"), and the Los Angeles County Metropolitan Transportation Authority, a California county transportation authority existing under the authority of §§ 130050.2 *et seq.* of the California Public Utilities Code ("LACMTA").

RECITALS:

A. Licensee and LACMTA have entered into that certain Metro TAP Seller Agreement dated of even date herewith, whereby Licensee will sell Transit Access Pass ("TAP") cards and associated fare products on behalf of LACMTA (the "TAP Seller Agreement").

B. In order to sell the TAP cards, Licensee must use a Compact Point of Sales device supplied by LACMTA, which device is loaded with software capable of printing TAP card sales reports and transaction history. The Compact Point of Sales device consists of and is defined hereunder to include all hardware, software, program documentation and any program updates supplied by LACMTA necessary to load the TAP cards with stored value and transit products (collectively, "CPOS").

C. LACMTA desires to license the CPOS to Licensee and Licensee desires to license the CPOS from LACMTA on the terms and conditions contained in this Agreement.

NOW, THEREFORE, in consideration of the above Recitals, and the agreements, covenants, and conditions contained herein and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, LACMTA and Participant, intending to be legally bound hereby, agree as follows:

AGREEMENT:

1. GRANT OF LICENSE. Subject to the terms and conditions contained herein, LACMTA hereby grants to Licensee and Licensee hereby accepts a non-exclusive, non-transferable, revocable license to use the CPOS provided by LACMTA for the sole purpose of selling TAP Cards with stored value and transit products in accordance with the TAP Seller Agreement. Licensee shall not use the CPOS for any purpose not specified in this Agreement.

2. TERM. This License shall commence on the day Licensee receives the CPOS from LACMTA and shall continue until terminated by either Party upon thirty (30) days' written notice to the other Party, or upon termination of the TAP Seller Agreement pursuant to the terms of such agreement.

3. USE. Licensee agrees that Licensee will use the CPOS solely for loading TAP Cards with stored value and transit products; that the CPOS will not be subjected to unnecessarily rough usage, that it will be used in accordance with its design, and that its use will conform with the terms of the TAP Seller Agreement and this Agreement. Licensee agrees not to allow the use of the CPOS for illegal purposes.
4. PROHIBITED ACTIVITIES. Licensee shall not:
- a. Copy, reproduce, tamper or otherwise modify the CPOS or any associated software;
  - b. Sell, license, sublicense, disclose, distribute or otherwise transfer the CPOS, in whole or in part, or any associated software to any third party;
  - c. Remove or modify any program markings or any notice of LACMTA's proprietary rights;
  - d. Make the programs or materials resulting from the CPOS available in any manner to any third party for use by a third party's business operations;
  - e. Modify, alter or change the CPOS, in whole or in part, or attempt to decode, reverse engineer or disassemble the CPOS and associated software; or
  - f. Disclose results of any program benchmark tests without LACMTA's prior written consent.
5. LOSS/DAMAGE/REPLACEMENT. Licensee shall keep the CPOS in good repair and operating condition, and shall not handle the CPOS in violation of the terms of this Agreement. If the CPOS is damaged, lost or stolen, Licensee shall pay a minimum replacement fee of \$3,267, or more, as determined by LACMTA (fee based on current market replacement cost for CPOS and other administrative costs).
6. NO IMPLIED WARRANTY. LACMTA makes no representations or warranties that the CPOS will perform as indicated or that the CPOS will be suitable for the purposes for which it is permitted to be used under this Agreement. LACMTA does not guarantee that the CPOS will perform error-free or uninterrupted or that LACMTA will correct all program errors. The implied warranties of merchantability and of fitness for a particular purpose are expressly waived.
7. TITLE/NO ENCUMBRANCE. LACMTA shall, at all times, retain all title to, ownership and intellectual property rights to the CPOS. No title to the CPOS is transferred hereunder to Licensee. Licensee shall not permit any claim, levy, lien or legal process to be issued against the CPOS.
8. INSPECTION/AUDIT BY LACTMA. Licensee hereby grants LACMTA, or its agent, the right at any time to perform inspections or audits of the CPOS to ensure Licensee's use of the CPOS complies with the terms of this Agreement. Such

inspections or audits shall be conducted during normal business hours. Licensee shall cooperate with LACMTA in any audit, and shall provide LACMTA with all records reasonably related to Licensee's use of the CPOS.

9. SURRENDER OF CPOS. Licensee agrees that on termination of this Agreement or at the request of LACMTA for surrender of the CPOS, Licensee shall have no rights to use the CPOS, and at such time, (a) LACMTA may disable the CPOS to prevent Licensee from continued use of the CPOS and (b) Licensee shall, at Licensee's expense, deliver the CPOS in good condition (reasonable wear and tear excepted) to LACMTA at One Gateway Plaza, Los Angeles, California 90012, or to such other location as LACMTA may designate.

10. INDEMNIFICATION. Licensee shall indemnify, defend (with counsel acceptable to LACMTA) and hold harmless LACMTA and its subsidiaries and their respective officers, agents, employees, and directors (collectively, "LACMTA Parties") harmless from and against any liability and expenses, including without limitation, defense costs, any costs or liability on account of bodily injury, death or personal injury of any person or for damage to or loss of risk of property, any legal fees and any claims for damages of any nature whatsoever arising out of Licensee's actions pursuant to this Agreement and use of the CPOS, except as caused by LACTMA's gross negligence. LACMTA shall, under no circumstance, be liable for special, incidental, exemplary or consequential damages suffered by Licensee, including, but not limited to loss of projects, anticipated revenue, interest, loss of use or other such claims arising from any causes whatsoever, whether or not such loss or damage is based on contract, warranty, tort (including negligence), indemnity or otherwise.

11. BREACH AND REMEDIES. In the event Licensee breaches the terms of this Agreement and fails to correct the breach within thirty (30) days after LACMTA provides written notice, LACMTA may terminate this Agreement.

12. NO ASSIGNMENT. Licensee may not assign this Agreement or give or transfer the CPOS, in whole or in part, to another individual or entity.

13. MISCELLANEOUS.

a. Governing Law. This Agreement shall be governed by, interpreted under, and construed and enforced in accordance with the laws of the State of California applicable to agreements made and to be performed wholly within the State of California.

b. Attorney's Fees. Should any Party institute any action or proceeding to enforce or interpret this Agreement or any provision hereof, for damages by reason of any alleged breach of this Agreement, or for a declaration of rights hereunder, the prevailing Party in any such action or proceeding shall be entitled to receive from the other Party all costs and expenses, including reasonable attorneys' and other fees, incurred by the prevailing Party in connection with such action or proceeding. The term "attorneys' and other fees" means and includes attorneys' fees, accountants' fees, and any and all other similar fees incurred in connection with the action or proceeding and

preparations therefore. The term "action or proceeding" means and includes actions, proceedings, suits, arbitrations, appeals and other similar proceedings.

c. Notice. Notices shall be in writing and shall be given to the parties at the address specified below, unless otherwise notified in writing of change of address:

If to Licensee: California State University, Los Angeles  
5151 State University Drive  
Los Angeles, CA 90032  
Attention: Carmen Gachupin, Director, Parking &  
Transportation Services (323) 343-5754

If to LACMTA: Los Angeles County Metropolitan Transportation  
Authority  
One Gateway Plaza, Mail Stop 99/04/03  
Los Angeles, CA 90012  
ATTN: Edith Goff-Youngblood, TAP Regional  
Sales Mgr.

d. Entire Agreement. Except for the TAP Seller Agreement, this Agreement supersedes all prior agreements between the Parties with respect to its subject matter and constitutes (along with the TAP Participant Agreement) a complete and exclusive statement of the terms of the agreement between the parties with respect to its subject matter. Any oral representations or modifications concerning this Agreement shall be of no force or effect.

e. Modification. The Agreement shall not be amended, except in writing signed by the Parties.

f. Severability. If any provision of this Agreement shall be declared by any court of competent jurisdiction to be invalid, illegal or unenforceable, such provision shall be deemed severed from this Agreement, and the remaining parts hereof shall remain in full force and effect, as fully as though such invalid, illegal or unenforceable provision had never been part of this Agreement.

g. Remedies. The obligations and duties of the Parties hereunder may be enforced by any and all available remedies, including without limitation, specific performance, injunction, damages and declaratory relief.

h. Duplicate Originals; Counterparts. This Agreement may be executed in any number of duplicate originals, all of which shall be of equal legal force and effect.

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Additionally, this Agreement may be executed in counterparts which, when taken together, shall form the entire Agreement of the Parties.

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[Signatures on Next Page]



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IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as of the dates indicated below:

LACMTA:

LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY

By: David Sutton  
Name: David Sutton  
Title: Executive Officer, Finance  
Date: 10.31.16

APPROVED AS TO FORM:

Mary C. Wickham  
County Counsel

By: Gracy Date: 10/31/16  
Deputy

LICENSEE:

By: Thomas Johnson  
Name: Thomas Johnson  
Title: Director, Procurement & Contracts

Date: 10/16/16