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**AMENDMENT NO. 3 TO THE SOFTWARE AS A SERVICE AGREEMENT FOR MOBILE
TICKETING TECHNOLOGY AND ANCILLARY HARDWARE**

This Amendment No. 3 ("Amendment No. 3") to the Software as a Service Agreement, dated March 12, 2019, as amended ("Services Agreement"), by and between NEORide Regional Council of Governments, whose principal office is One Park Center Drive, Suite 300, Wadsworth, Ohio 44281 ("NEORide") and Masabi LLC, a Delaware limited liability company, having its registered office at 1330 Avenue of the Americas Suite 23A, New York, NY 10019 ("Masabi"), is executed and effective as of this May day of 11th , 2020 ("Amendment No. 3 Execution Date").

WITNESSETH:

WHEREAS, the Parties have heretofore executed and entered into the Services Agreement, as amended by subsequent variation letters dated June 24th, 2019 (heretofore referred to as "Amendment No. 1") and August 7th, 2019 (heretofore referred to as "Amendment No. 2"); and

WHEREAS, the Parties wish to amend the Services Agreement to reflect additional conditions, including but not limited to that NEORide customers will now be able to purchase mobile transit tickets via the Uber App; and

NOW, THEREFORE, in consideration of the foregoing, the mutual agreements set forth herein, and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound, the Parties hereto agree as follows:

Agreed terms

1. Terms defined in the Services Agreement

In this Amendment No. 3, expressions defined in the Services Agreement and used in this Amendment No. 3 have the meaning set out in the Services Agreement.

2. Consideration

In consideration of the mutual promises set out in this Amendment No. 3, the parties agree to amend the Services Agreement as set out below.

3. Variation

3.1 With effect from the Amendment No. 3 Execution Date, the Parties agree to the following amendments to the Services Agreement:

a)	Clause 1.1 (Definitions)	<p>The following defined terms are added to this section:</p> <p><i>“Third Party Channels” means third party providers utilizing the Justride SDK, including but not limited to the Uber App, to sell Products to End Customers of the Customer;</i></p> <p><i>“Uber App” means the ridesharing mobile application provided by Uber Technologies, Inc.; and</i></p> <p><i>“Uber App Integrated Tickets” means Customer Products purchased directly through the Uber App, powered by Masabi’s Justride software development kit (‘Justride SDK’)</i></p>
b)	Clause 3.1(c)	<p>This sub-clause is amended by the addition of the words <i>“Subject to clause 3.6”</i> at the beginning of the paragraph</p>
c)	Clause 3.1(d)	<p>A new sub-clause 3.1(d) is added to this clause, to read as follows:</p> <p><i>“In displaying, listing, and reselling the Products through the App, Masabi may use the names, logos, and/or trademarks of Customer’s member organizations in good standing with the applicable member organization’s prior consent. Customer’s member organizations shall have the right to review any proposed display of their own names, logos, and/or trademarks on the App and shall have the right to require removal of any such display if they determine, in their absolute discretion, that such display is not consistent with their respective marketing materials, branding, promotional practices, or with any applicable laws relating thereto.”</i></p>
d)	Clause 3.4	<p>This clause is amended by the addition of the words <i>“Subject to clause 3.6”</i> at the beginning of the paragraph</p>
e)	Clause 3.5	<p>This clause is amended by the addition of the words <i>“Subject to clause 3.6”</i> at the beginning of the paragraph</p>
f)	Clause 3.6	<p>A new clause 3.6 is added, to read as follows:</p> <p><i>“End Customers of the Customer will have the ability to directly purchase Customer Products through Third Party Channels, including but not limited to the Uber App, via the Masabi Justride SDK. Uber App Integrated Tickets will be processed by Uber Technologies, Inc., acting as a limited merchant of record and payment collection agent for Masabi solely for the purpose of accepting payment of the Uber App Integrated Tickets sold via the Uber App, plus any applicable sales tax, VAT, or other taxes</i></p>

		<i>collected on the Customer's behalf, via the payment processing functionality facilitated by the Uber App, and remitting the Uber App Integrated Ticket revenue, after deducting a service fee and correlated payment processing fees, to Masabi on a weekly basis. Masabi will in turn remit all funds, net of Masabi's fees, due to the Customer. Uber Technologies, Inc. will be responsible for all chargebacks associated with Uber App Integrated Tickets. The Customer shall receive funds under this clause consistent with Amendment No. 2, "Annex," meaning the combined total fees levied by Uber Technologies, Inc. and Masabi, including but not limited to service fees and payment processing fees, shall not exceed 7.90% of per transaction revenue."</i>
g)	Clause 8.4	A new sub-clause 8.4 (b) is added to this clause, to read as follows: <i>"Third Party Channel Sales will be separately itemized and segmented for ease of reference when Masabi submits its Net Revenue report to the Customer."</i>
h)	Clause 17.13	A new clause 17.13 is added, to read as follows: <i>"Independent Contractors. None of the individuals that perform services for the Customer are employees of the Customer under any federal, state, or local laws. Masabi shall be responsible for, and shall pay for, any wages, benefits, charges, fees and/or taxes, including social security taxes, health care charges/taxes, workers' compensation taxes, unemployment taxes, OPERS contributions, and/or any other governmental charges or taxes required to be paid on behalf of Masabi, its employees, or its agents and agrees to indemnify the Customer regarding same."</i>

3.2 Except as set out in clause 3.1, the Services Agreement shall continue in full force and effect.

4. Governing law and jurisdiction

4.1 This Amendment No. 3 and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and interpreted in accordance with the laws of the State of Ohio.

4.2 The parties irrevocably agree that the courts of Summit County, Ohio have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) that arises out of, or in connection with, this Amendment No. 3 or its subject matter or formation.

This Amendment No. 3 of the Services Agreement has been entered into on the date stated at the beginning of it.

Signed by Ben Capelle for
and on behalf of NEORide
Regional Council of
Governments



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Chairperson

Signed by Sara Poulton for
and on behalf of Masabi LLC



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VP Services, Masabi LLC

Signed and Approved as to
Form by Mark Landes,
General Counsel for NEORide



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Mark Landes, General Counsel
for NEORide