



OFFICIAL NOTICE & AGENDA REGULAR MEETING

MEETING: Finance Committee
DATE/TIME: Tuesday, July 28, 2026, at 6:15 PM
LOCATION: Wausau City Hall — Council Chambers
407 Grant Street, Wausau WI, 54403

MEMBERS:
Michael Martens (C) Vicki Tierney
Sarah Watson (VC) Matt Hoenecke
Tom Neal

AMENDED

- 1 Public comment on agenda items and reading of the City of Wausau Public Comment Statement.**
- 2 Consideration of the minutes of the preceding meeting(s).**
July 14, 2026 Regular Finance Committee Minutes
- 3 Discussion and possible action.**
 - a. Wisconsin Economic Development Corporation Brownfield Grant for MBX.
 - b. June 2026 Financial Report Review.
 - c. Approval of WisGo/Cubic Fare Collection System contract and related budget modification for Wausau MetroRide.
 - d. Budget amendment for UW-Stevens Point at Wausau campus conversion to Police Department and Fire Department facility expansion to Public Safety Building feasibility study.
- 4 Adjournment.**

Michael Martens, Chairperson

NOTICE POSTED AT CITY HALL (407 GRANT STREET) AND
TRANSMITTED TO THE OFFICIALLY DESIGNATED NEWSPAPER

DATE: 07/24/2026
TIME: 9:30 AM
POSTED BY: Kody Hart



This meeting can be viewed on
YouTube and Channel 981 on Cable TV

In accordance with the requirements of Title II of the Americans with Disabilities Act of 1990 (ADA), the City of Wausau will not discriminate against qualified individuals with disabilities on the basis of disability in its services, programs or activities. If you need assistance or reasonable accommodations in participating in this meeting or event due to a disability as defined under the ADA, please call the ADA Coordinator at (715) 261-6622 or ADAServices@wausauwi.gov to discuss your accessibility needs. We ask your request be provided a minimum of 72 hours before the scheduled event or meeting. If a request is made less than 72 hours before the event the City of Wausau will make a good faith effort to accommodate your request.



City of Wausau
(715) 261-6500 | clerk@wausauwi.gov
wausauwi.gov





OFFICIAL MINUTES REGULAR MEETING

MEETING: Finance Committee
DATE/TIME: Tuesday, July 14, 2026, at 5:15 PM
LOCATION: Wausau City Hall — Council Chambers
407 Grant Street, Wausau WI, 54403

MEMBERS:
Michael Martens (C) Vicki Tierney
Sarah Watson (VC) Matt Hoenecke
Tom Neal

Members Present: Sarah Watson, Tom Neal, Michael Martens, Vicki Tierney, Matt Hoenecke

Members Not Present:

Members Excused:

Present 5, Not Present 0, Excused 0

Noting the presence of a quorum, the Chairperson called the meeting to order at 05:15 PM.

1 Public comment on agenda items and reading of the City of Wausau Public Comment Statement.

2 Consideration of the minutes of the preceding meeting(s).

Motion by Watson, seconded by Neal, to approve all items outlined below. Motion Passed, 4-0.

June 23, 2026 Regular Finance Committee Minutes

3 Discussion and possible action.

a. April 2026 General Fund Financial Report review.

Tierney was present for the rest of the meeting.

MaryAnne Groat, Finance Director at the City of Wausau, presented the April 2026 General Fund Financial Report.

Discussion was held. No action was taken.

b. Approving a Human Resources Coordinator position and related Budget Modification.

Tierney questioned, in light of the Human Resources Director's resignation, if this was a good time to bring on a new position.

Neal stated there was a compelling case to bring on the new position, which is compounded with the need for people due to the turnover in the Human Resources Department.

Martens stated a preference for the listing to be held until the new Human Resources Director is hired and on-boarded so that person can build their team.

Watson stated hesitation about moving forward with the proposed new position because this discussion needs to occur along with the 2027 budget and other position requests, and not before the budget is discussed. Watson stated opposition.

Motion by Neal, seconded by Tierney, to approve the Human Resources Coordinator position and related budget modification with funding to come out of reserves and the position to start as soon as possible. Motion Passed 3-2, with Watson and Hoenecke opposed.

c. Approving bargaining agreement between the City of Wausau and Local 1168 Amalgamated Transit Union, AFL-CIO for July 1, 2026 through June 30, 2028.

Motion by Watson, seconded by Tierney, to accept the agreement. Motion Passed 5-0.

d. Approving of Firefighter/Paramedic Apprenticeship Partnership with Northcentral Technical College.

Tierney questioned if there would be overtime charges included in this program. It was stated this would not impact overtime and further stated that apprentices would not accrue overtime as a practice.

Hoenecke questioned if the department doesn't want to do overtime or won't do overtime with the apprentices. It was stated the department would do everything it can to ensure there would be no overtime for the apprentices, but stated that if an apprentice was out on a call during a shift change, the apprentice would then work fewer hours on the next shift to flex their time. Hoenecke further questioned if this would increase the risk of more worker's compensation claims because there would be more unfamiliar people in high-risk situations. It was stated that apprentices would not be tasked with dangerous responsibilities and would always be shifted along with experienced people.

Motion by Watson, seconded by Tierney, to approve the apprenticeship program. Motion Passed 5-0.

e. Approving Sales Study for Business 51/CTH N Project and Business 51/Sturgeon Eddy Road Project, Project ID 3700-40-40, 3700-40-41, 3700-40-42, and 3700-40-43.

Neal requested that the pedestrian crossings in the project be better accommodating to those crossing the street.

Motion by Watson, seconded by Hoenecke, to approve the sales study. Motion Passed 5-0.

f. Approving Nominal Payment Parcel Report for the Business 51/CTH N Project and Business 51/Sturgeon Eddy Road Project, Project ID 3700-40-40, 3700-40-41, 3700-40-42, and 3700-40-43, for the following properties: Parcel 1 – 105, 107, and 111 Sturgeon Eddy Road, Parcel 2 – 1320 Grand Ave, Parcel 3 – 1300 Grand Ave, Parcel 4 – 1225 Grand Ave, Parcel 5 – 1303 Grand Ave, Parcel 6 – 1339 Grand Ave and 1343 Grand Ave, Parcel 7 – 1403 Grand Ave.

4 Closed Session.

Adjourn to Closed Session pursuant to Wisconsin State Statute § 19.85(1)(e) for deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session, for the purpose of Approving Nominal Payment Parcel Report for the Business 51/CTH N Project and Business 51/Sturgeon Eddy Road Project, Project ID 3700-40-40, 3700-40-41, 3700-40-42, and 3700-40-43, for the following properties: Parcel 1 – 105, 107, and 111 Sturgeon Eddy Road, Parcel 2 – 1320 Grand Ave, Parcel 3 – 1300 Grand Ave, Parcel 4 – 1225 Grand Ave, Parcel 5 – 1303 Grand Ave, Parcel 6 – 1339 Grand Ave and 1343 Grand Ave, Parcel 7 – 1403 Grand Ave.

Motion by Hoenecke, seconded by Watson, to adjourn to Closed Session pursuant to Wisconsin State Statute § 19.85(1)(e) for deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session, for the purpose of Approving Nominal Payment Parcel Report for the Business 51/CTH N Project and Business 51/Sturgeon Eddy Road Project, Project ID 3700-40-40, 3700-40-41, 3700-40-42, and 3700-40-43, for the following properties: Parcel 1 – 105, 107, and 111 Sturgeon Eddy Road, Parcel 2 – 1320 Grand Ave, Parcel 3 – 1300 Grand Ave, Parcel 4 – 1225 Grand Ave, Parcel 5 – 1303 Grand Ave, Parcel 6 – 1339 Grand Ave and 1343 Grand Ave, Parcel 7 – 1403 Grand Ave.

Yes - Watson, Neal, Martens, Tierney, Hoenecke

No - None

Abstained - None

Yes 5, No 0, Abstained 0

MOTION PASSED.

The Finance Committee convened into Closed Session.

The Finance Committee did not reconvene into Open Session.

5 Reconvene into Open Session, if necessary, to take action on Closed Session items.

6 Adjournment.

Motion by Neal, seconded by Watson, to adjourn in closed session. Motion carried. Meeting adjourned at 06:11 PM.

The recording of this meeting may be viewed on
YouTube [@CityofWausauMeetings](#)



City of Wausau
(715) 261-6500 | clerk@wausauwi.gov
wausauwi.gov



**MEMO**

TO: Finance Committee
FROM: Patrick Gatterman, Economic Development Manager
DATE: 07/28/2026
RE: Wisconsin Economic Development Corporation Brownfield Grant

The City of Wausau acquired the former Marathon Box Company South Property located at 207 1st Ave in 2025 with the goal of facilitating environmental remediation and future redevelopment of the site. The property, which contains a former industrial building and associated environmental concerns, represents a key redevelopment opportunity along the City's riverfront and within Tax Increment District #8

The former Marathon Box Company property has undergone significant environmental due diligence, including completion of both a Phase I and a Phase II Environmental Site Assessment. These investigations identified environmental conditions requiring additional evaluation and remediation prior to redevelopment of the site.

To further advance the project, REI Engineering has prepared and submitted a site investigation workplan to the Wisconsin Department of Natural Resources (DNR). The workplan includes additional environmental testing and characterization activities that will occur following demolition of the existing structures to further define site conditions and support future redevelopment of the property.

To help fund the environmental remediation and site preparation necessary for redevelopment of the property, the City has submitted an application to the Wisconsin Economic Development Corporation's (WEDC) Brownfields Grant Program, a statewide competitive program that supports the cleanup and redevelopment of contaminated and underutilized properties. The City is seeking \$250,000 in grant funding through the program. The Brownfields Grant Program requires a minimum one-to-one local match. Based on the City's current budget estimate of \$545,000, the City's portion would be \$295,000 from TID #8.

Grant and matching funds would be used for demolition of the existing building, asbestos abatement and hazardous material remediation, environmental investigation and testing activities conducted by REI Engineering following demolition, and other eligible environmental remediation and site preparation activities necessary to facilitate redevelopment of the site. WEDC operates on a state fiscal-year funding cycle, with tentative grant award announcements anticipated in September 2026.



Finance

DATE: July 28, 2026
TO: Finance Committee
SUBJECT: June 2026 Financial Report Review.

PURPOSE

To provide a financial update on the 2026 General Fund budget

BACKGROUND

Attached is a review of the June 2026 General Fund Financial Report. The financial report compares actual results to the 2026 budget and the prior year.

Several notable expenditure results are highlighted in the report:

- The equipment utilization billing for June from the Motor Pool Fund has not yet been received, which currently understates expenses. The June 2025 bill was approximately \$475,000. These costs are allocated to Police, Fire, and Public Works.
- The June billing for Marathon County Park services has also not been received. For reference, the June 2025 bill was about \$400,000.
- The annual property insurance and other risk policies have not been allocated to departments. The allocated amount in June 2025 was \$300,000.
- Refuse costs are expected to exceed the budget. The city is incurring additional refuse charges due to the fuel escalator clause in the new contract. This escalator is calculated monthly, so decreases in fuel prices may eventually eliminate the escalator.
- CCITC expenses do not occur evenly throughout the year due to the software renewals that occur at the beginning of the year.
- Other general government represents annual membership and subscription payments.

After accounting for the omitted June expenditures for Parks, Motor Pool, and Insurance, total expenses will increase by another \$1.2 million. Despite this adjustment, the city remains within the budget, with expenses at 50%.

The following are notable results related to revenue:

- Tax revenue and many grants are recognized at specific points during the year and do not accrue evenly. This can skew budget-to-actual comparisons, especially early in the fiscal year.
- The State of Wisconsin increased the maximum municipal court costs from \$38 to \$48 in the first quarter of 2026. This change will positively impact revenue collected from new citations issued.

- The SAFER grant was extended and will offset additional firefighter costs in 2026. Although the grant expired at the beginning of February, funds were not fully utilized due to delays in hiring candidates.
- Investment income rates are down from 2025 rates. This change will not result in a budget shortfall.

RECOMMENDATION

No action necessary

GENERAL FUND BUDGET TO ACTUAL JUNE 2026

	Sum of Original 2026 Budget	Sum of Amended 2026 Budget	Sum of Actuals June 2026 (YTD)	Sum of Actuals June 2025 (YTD)	Sum of Budget Remaining	Sum of % Budget Used
REVENUES						
Taxes	24,273,083	24,273,083	24,252,288	23,654,725	20,795	99.91%
Intergovernmental Revenue	12,707,838	12,707,838	5,548,737	4,983,184	7,159,101	43.66%
Licenses and Permits	996,680	996,680	544,590	643,777	452,090	54.64%
Fines, Forfeits and Penalties	296,000	296,000	147,301	167,701	148,699	49.76%
Public Charges for Services	3,974,066	3,974,066	2,125,075	1,747,994	1,848,991	53.47%
Intergovernmental Charges for	1,515,279	1,515,279	394,423	413,612	1,120,856	26.03%
Miscellaneous Revenue	1,278,915	1,278,915	1,040,815	1,377,533	238,100	81.38%
Other Financing Sources	2,672,336	2,672,336	-		2,672,336	0.00%
Total Revenues	47,714,197	47,714,197	34,053,229	32,988,526	13,660,968	71.37%
EXPENDITURES						
Assessment Department	928,826	928,826	421,834	345,430	506,992	45.42%
CCITC	1,524,680	1,524,680	868,411	883,269	656,269	56.96%
City Attorney	680,675	680,675	307,711	330,800	372,964	45.21%
City Council	84,928	84,928	35,945	42,123	48,983	42.32%
Department of Public Works	12,818,442	12,818,442	5,835,820	6,025,789	6,982,622	45.53%
Finance Department	1,375,526	1,375,526	611,196	659,954	764,330	44.43%
Fire Department	11,413,332	11,413,332	5,889,913	5,651,187	5,523,419	51.61%
Human Resources	561,416	561,416	244,595	209,927	316,821	43.57%
Mayor	326,549	326,549	164,289	133,066	162,260	50.31%
Municipal Court	142,094	142,094	70,394	70,224	71,700	49.54%
Other General Government	39,150	39,150	30,295	29,367	8,855	77.38%
Parks and Recreation	3,641,286	3,641,286	1,065,304	1,373,150	2,575,982	29.26%
Police Department	14,477,296	14,477,296	6,941,899	6,785,484	7,535,397	47.95%
Total Expenditures	48,014,200	48,014,200	22,487,605	22,539,770	25,526,595	46.84%
Net Income (Loss)	(300,003)	(300,003)	11,565,624	10,448,756		

**INTERGOVERNMENTAL AGREEMENT
BETWEEN
MILWAUKEE COUNTY TRANSIT SYSTEM AND CITY OF WAUSAU**

This intergovernmental agreement ("IGA" or "Agreement") for the provision of a WisGo-branded fare collection system is entered into as of December 17, 2025 (the "Effective Date") by and between the Milwaukee Transport Services, Inc, ("MTS" or "Contractor") operator of Milwaukee County Transit System and a quasi-governmental instrumentality of Milwaukee County, located at 1942 North 17th Street, Milwaukee, Wisconsin 53205 ("MCTS") and City of Wausau at 420 Plumer Street, Wausau, Wisconsin 54403, a Wisconsin municipal corporation ("Customer") (collectively the "Parties").

WHEREAS, both Parties qualify as "municipalities" authorized to enter into contracts for the receipt or furnishing of services pursuant to Wisconsin Statute § 66.0301;

WHEREAS, MTS procured Umo, a Software-as-a-Service ("SaaS") platform that allows transit riders to use a contactless payment and give real-time route information from Cubic Transportation Systems, Inc. ("Cubic");

WHEREAS, that procurement, RFP MM-01-21, was fully compliant with all FTA and State of Wisconsin requirements;

WHEREAS, the procurement (and resulting contract) provided that MTS had the ability to brand Umo as WisGo™ and contract with other transit agencies for its use;

WHEREAS, the procurement sought pricing for the WisGo expansion and factored that pricing into evaluation and award;

WHEREAS, WisGo provides a ready-made, convenient fare collection system, and allows for a single fare cap for intercounty rides;

WHEREAS, MTS has chosen to contract with other transit agencies for WisGo and provide the necessary administrative support and services to those agencies;

WHEREAS, Customer desires to purchase and implement WisGo;

NOW, THEREFORE, for good and valuable consideration hereinafter set forth, the parties agree as follows:

Table of Contents

Primary Agreement:

1) Definitions	2
2) The Services, License Grants and Restrictions	5
3) Equipment	7
4) Fees & Payment	7
5) Data & Security	8
6) Warranty Disclaimer	8
7) Customer Obligations	9
8) Proprietary Rights	9
9) Indemnity	9
10) Corrective Action Plans	10
11) Term and Termination	11
12) Suspension of Services	11
13) Force Majeure	12
14) Limits of Liability	12
15) Confidentiality	12
16) Assignment	13
17) Federal Terms and Conditions	13

18) Conflict	13
19) Variation	13
20) No waiver	13
21) Rights and remedies	14
22) Severance	14
23) Entire Agreement	14
24) No Partnership or Agency	14
25) Third Party Rights	14
26) Notices	14
27) Governing Law	15
28) Disputes	15
29) Compliance with Laws	15
30) Counterparts	15
<u>Exhibits:</u>	
A. Umo Services Description	17
a. A1 Umo Pass Services. Attachments:	18
1. UMO pass feature matrix	20
2. Card specification	23
3. AVL compatibility req.	25
b. A2 Umo Pay Services – UMO Pay	26
c. A3 n/a	28
d. A4 n/a	29
e. A5 Transition Out Services	30
f. A6 InComm	31
g. A7 n/a	35
h. A8 Card Services	36
B. Implementation Services (Incl. equipment)	38
i. Validator specifications	43
ii. Milestones & Impl. Schedule	44
C. UMO Support Services and Service Levels	46
D. General Customer Obligations	53
E. Fees	54
F. Not used	
G. Security	58
H. Required Federal Terms	59

INTERGOVERNMENTAL AGREEMENT

1 DEFINITIONS

- 1.1 Capitalized terms not defined elsewhere in the Agreement have the following meanings:
- 1.2 "Back Office" means the elements of the WisGo Services hosted in the public cloud.
- 1.3 "Bankcard Payments" means any credit, debit and prepaid debit card payments for Customer's products and services by End Users.
- 1.4 "Business Day" means Monday, Tuesday, Wednesday, Thursday, or Friday beginning at 12:00 midnight Pacific Time, excluding the Holidays and Non-Working Periods.
- 1.5 "Calendar Day" or "Day" means any day shown on the calendar beginning at 12:00 midnight Pacific Time, including Saturdays, Sundays, Holidays, and Non-Working Periods.
- 1.6 "Card" means Umo Pass Cards, as defined in Exhibit A1.
- 1.7 "Card Services" means the services set out in Exhibit A8.
- 1.8 "Contract Year" means each calendar year commencing on the Effective Date, or, where applicable, the anniversary of the Effective Date.
- 1.9 "Customer Data" means the data collected through or generated by the WisGo Services or use of the WisGo Services by Users, relating to Users' use of WisGo Services or Customer's transportation services, and analytics, reporting, results, or other information in respect of such data, excluding the WisGo User Profile.
- 1.10 "Customer Obligations" means the Customer obligations set out in Exhibit D for each WisGo Service.
- 1.11 "Customer User" means an end-user that accesses the administrative, reporting and customer service functions of the WisGo Services in the capacity of an employee, contractor, or agent of the Customer.
- 1.12 "Documentation" means the operating manuals, user manuals, guides, service descriptions, service specifications, training materials, technical manuals, and support material relating to the WisGo Services or Equipment, if and as made available by Contractor.
- 1.13 "End User" means a consumer end-user of the WisGo Services other than a Customer User. This includes transit riders, and employees, contractors, and agents of the Customer accessing the WisGo Services when utilizing the WisGo Services in their capacity as a consumer transit rider to plan and pay for transportation services.
- 1.14 "End User Profile" means data provided by End Users that is not specific to Customer such as the End User login, account-name, email, stored payment credentials and other such data provided by End Users in establishing and populating their account on the WisGo Services. End User Profile does not include data provided by End Users that is specific to the End User's relationship with the Customer (or any customer of the WisGo Services), such as transaction data, purchase history with the Customer, etc., which data is Customer Data.
- 1.15 "Equipment" means the physical hardware detailed in Exhibit B, or any such other physical hardware provided to the Customer under this Contract, that is sold to the Customer or otherwise required to be delivered to Customer for use in conjunction with the Software to provide the Services to the Users and the Customer.
- 1.16 "Fees" means the fees payable by Customer as described in Exhibit E for the Services and Equipment as described in Exhibit B.
- 1.17 "Holidays" means public holidays observed by either Party.

- 1.18 "Implementation Services" means the services required to configure and implement the WisGo Services on behalf of Customer as set forth in Exhibit B.
- 1.19 "Intellectual Property Rights" means trade secret rights, rights in know-how, databases moral rights, copyrights, patents, trademarks (and the goodwill represented thereby), and similar rights of any type under the laws of any governmental authority, domestic or foreign, including all applications for and registrations of any of the foregoing.
- 1.20 "Marketing Tool Kit" means marketing materials made available to the Customer for use by the Customer in its own marketing of the WisGo Services including graphics, videos and similar materials. See also Exhibit A1, Sec. 3, for additional details.
- 1.21 "Merchant Acquirer" means an entity that provides acquiring or electronic payment processing services in respect of settling funds to the Customer's account(s) for all End User purchases in the WisGo Services.
- 1.22 "Merchant of Record" means the party that holds the contractual relationship with a Merchant Acquirer for the acceptance of credit and debit card payments as it relates to the WisGo Services.
- 1.23 "Mobility Service Operator" means a third party organization that operates vehicles or transit services on behalf of Customer under an agreement with Customer.
- 1.24 "Non-Working Periods" means the Days each year designated by Contractor as excluded from the Business Days.
- 1.25 "Operating Year" means the calendar year commencing on Operating Period Start Date for the first such year and anniversary of the Operating Period Start Date for each subsequent year.
- 1.26 "Personal Information" means any Customer Data or WisGo Data that can or could reasonably be used to identify, contact or locate the person to whom such information pertains, any information from which such identification or contact information can or could be derived, and any other similar information as defined by any law. Personal Information includes, but is not limited to: credit, debit, and other payment cardholder information.
- 1.27 "Professional Services" means any additional services that Contractor shall provide or source as the parties agree in writing pursuant to a Statement of Work or similar document.
- 1.28 "Services" means the Implementation Services, WisGo Services, the Support Services, Professional Services and related Documentation.
- 1.29 "Services Commencement Date" means the date at which the WisGo Service is first utilized by the Customer for commercial purposes.
- 1.30 "Software" means the software applications provided as part of the Services consisting of Equipment firmware and the consumer facing mobile app to access the WisGo Services.
- 1.31 "Support Services" means the support services for WisGo Services as set forth in Exhibit C.
- 1.32 "Term" means the term of the Contract as defined in Section 11.1.
- 1.33 "Umo Privacy Policy" means the Cubic privacy policy set out at <https://umomobility.com/app/privacy-policy/> as updated from time-to-time .
- 1.34 "USD" means United States Dollars and is the currency for all prices and fees under this Agreement.
- 1.35 "Users" means End Users and Customer Users.
- 1.36 "User Terms and Conditions" means the terms and conditions governing an End User's use of the WisGo Services, as set out at <https://umomobility.com/pass/terms-and-conditions/> as updated from time-to-time.
- 1.37 "WisGo Data" means the End User Profile and any other data, analytics, reporting, results, and other information, excluding Customer Data.

- 1.38 “WisGo Services” means the software and services described in the Exhibit A, which are the same or substantially the same software and services provided to Contractor by Cubic pursuant to the Cubic Contract.

2 THE SERVICES; LICENSE GRANTS, AND RESTRICTIONS

- 2.1 Contractor shall, during the Term, provide or have provided to Customer the Services as set out in Exhibit A and make available all Documentation to the Customer on and subject to the terms of this Agreement to the extent permitted by the Cubic Contract. Contractor shall, in addition, through its third party licensors provide and maintain the network, computers, software, infrastructure, and telecommunications systems necessary to provide the WisGo Services, including all Back Office components, in accordance with this Agreement.
- 2.2 Contractor grants to Customer:
- 2.2.1 a limited, non-exclusive, non-sublicensable sublicense during the Term, to use the Software and Services during the Term solely in connection with Customer's transit operations, including any Mobility Service Operators, and use and copy the Documentation (other than Documentation relating to the Equipment manufactured by a third party OEM and resold to Customer) solely for Customer's internal business operations.
- 2.2.2 a limited, non-exclusive, non-transferable, non-sublicensable sublicense during the Term to use the Equipment Software and the Documentation related to the Equipment solely for Customer's internal business operations. Customer shall have no rights to copy, modify or decompile such Software but shall be entitled to copy the Documentation as set forth above, unless copying such Documentation, in whole or in part, is prohibited by the applicable third party OEM that owns such Documentation, in which case Customer's use of such Documentation is subject to the third party OEM terms, if any, to be provided or otherwise available to the Customer.
- 2.2.3 a limited, non-exclusive, non-transferable, non-sublicensable sublicense during the Term to use and display the WisGo and Cubic trademarks, service marks, and logos, including the Umo trademarks and logos, as made available by WisGo (the “WisGo Marks”) (i) solely in connection and as necessary to carry out its obligations under this Agreement and (ii) to market and promote the WisGo Services. Any goodwill which may be acquired through the use of the WisGo Marks shall inure solely to the benefit of Contractor and its licensors. Customer shall abide by any usage guidelines as may be provided to Customer. Contractor reserves the right to update, replace, or retire any WisGo Marks or usage guidelines at any time upon sixty (60) Days' prior written notice. In such event, Customer shall cease use of the updated, replaced, or retired WisGo Marks as soon as commercially practical thereafter. Contractor shall have no liability for any costs incurred by the Customer in respect of its reasonable use of or changes to the WisGo Marks.
- 2.2.4 a limited, non-exclusive, non-transferable, non-sublicensable sublicense during the Term to use, modify, distribute, display, create derivative works from, and adopt for its own purposes materials in the Marketing Tool Kit (other than the WisGo Marks) to market and promote the WisGo Services. Customer shall abide by such usage guidelines as may be provided to Customer in writing.
- 2.3 Except to the extent expressly permitted under this Agreement, Customer shall not, and shall not permit any third party to:
- 2.3.1 copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Services, Software, and/or Documentation (as applicable) in any form or media or by any means, or attempt to do the same;
- 2.3.2 reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Services or Software, or attempt to do the same;
- 2.3.3 access all or any part of the Services and Documentation in order to build a product or service which competes with the Services and/or the Documentation;

- 2.3.4 use any equipment other than the Equipment as described in Exhibit B in conjunction with the Services; or
- 2.3.5 license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, use, or make available, the Services, Software, and/or Documentation to or on behalf of any third party other than Users.
- 2.4 Customer shall use all reasonable efforts to prevent any unauthorized access to, or use of, the Services and/or the Documentation. Customer shall promptly notify Contractor in the event of any such unauthorized access or use of which Customer becomes aware.
- 2.5 The WisGo Services may be updated at any time. Cubic will use commercially reasonable efforts to help ensure that such updates and changes do not materially and negatively impact the performance or functionality of the WisGo Services and if Contractor becomes aware of such impact, Contractor will provide notice of such impact to the extent feasible. Use and enablement of major new features in the WisGo Services may be subject to additional fees or terms.
- 2.6 Certain aspects of the Services may be performed by third-party subcontractors. Such subcontractor personnel shall not be the employees of, or have any other contractual relationship with Customer.
- 2.7 Contractor represents and warrants that it has exclusive title to the Software and Documentation or otherwise has the right to grant the sublicense to Customer in accordance with this Contract.
- 2.8 **Affirmative Action:** The Contractor assures that it will undertake an affirmative action program as required by Milwaukee County Code of General Ordinances (MCCGO) 56.17(1d), to insure that no person shall, on the grounds of race, creed, color, national origin, or sex be excluded from participating in any employment activities covered in MCCGO 56.17(1d). The Contractor assures that no person shall be excluded, on these grounds, from participating in or receiving the services or benefits of any program or activity covered by this subpart. The Contractor assures that it will require that its covered organizations provide assurances to the Contractor that they similarly will undertake affirmative action programs and that they will require assurances from their suborganizations, as required by MCCGO 56.17(1d), to the same effect.
- 2.9 **NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY PROGRAMS:** In the performance of work or execution of this Contract, the Contractor shall not discriminate against any employee or applicant for employment because of race, color, national origin or ancestry, age, sex, sexual orientation, gender identity and gender expression, disability, marital status, family status, lawful source of income, or status as a victim of domestic abuse, sexual assault or stalking, which shall include but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeships. When a violation of the non-discrimination and equal opportunity provisions of this section has been determined by Customer, Contractor shall immediately be informed of the violation.
- 2.10 **PROHIBITED PRACTICES:** The following practices are prohibited during the Term of this Contract: Customer hereby attests that it is familiar with Milwaukee County's Code of Ethics, which states, in part, "No person may offer to give to any County officer or employee or his immediate family, and no County officer or employee or his immediate family, may solicit or receive anything of value pursuant to an understanding that such officer's or employee's vote, official actions or judgement would be influenced thereby" and will not offer or give anything of value to any Contractor employee.
- 2.11 **PUBLIC RECORDS:** Both Parties understand that they are bound by the public records law, and as such, all of the terms of this Contract are subject to and conditioned on the provisions of Wis. Stat. § 19.21, et seq. Parties hereby agree that they shall be obligated to assist each other in retaining and timely producing records that are subject to the Wisconsin Public Records Law upon any statutory request having been made, and that any failure to do so shall constitute a material breach of this Contract. In the event of breach, Customer shall be obligated to indemnify, defend and hold Contractor harmless from liability under the Wisconsin Public Records Law occasioned by such breach. Customer shall be paid its reasonable costs in respect of any such assistance. Except as otherwise authorized by Contractor in writing, records that are

subject to the Wisconsin Public Records Law shall be maintained for a period of three years after receipt of final payment under this Contract.

3 EQUIPMENT

- 3.1 Cubic shall provide Customer with Equipment as set forth in Exhibit B. Contractor provides no warranty or guarantee with respect to any Equipment; provided applicable warranties from third-party Equipment suppliers will be provided to the Customer as feasible and Contractor will pass through such warranties to Customer to the fullest extent permitted and otherwise facilitate Customer's access to such warranties from any third-party Equipment OEM warranty.
- 3.2 Title to the Equipment and risk of loss for the Equipment shall transfer to Customer on delivery unless otherwise provided in Exhibit B. For the purpose of this clause, Equipment shall be deemed delivered on the earlier of being received at a Customer controlled site or on installation, whichever first occurs.
- 3.3 Contractor may substitute or replace the Equipment at no cost to Customer with alternative Equipment at any time during the Term provided that such alternative Equipment complies with the Federal Buy America requirements and provides materially equivalent functionality as the replaced Equipment including a materially equivalent remaining warranty.

4 FEES AND PAYMENT

- 4.1 Customer Fees and Payment.
 - 4.1.1 The Fees payable for the provision of the Services are set forth in Exhibit E. Fees are exclusive of any taxes, duties or withholdings of any nature whatsoever. Unless otherwise stated in Exhibit E, Contractor shall invoice Fees monthly in arrears. Fees for Implementation Services shall be invoiced in accordance with the milestone schedule set forth in Exhibit E.
 - 4.1.2 Customer shall pay in full all invoices submitted by Contractor within 30 days of the date of submittal. All fees are stated, and payment shall be made, in USD. Any undisputed amounts remaining unpaid following the payment due date and all payments disputed by Customer in good faith that are paid following the resolution of such dispute shall bear interest accruing from the original payment due date through the date that such amounts are paid at the lower interest rate of (a) 1.0% per month and (b) the highest interest rate allowed by law. Without limitation of Contractor's other rights or remedies, in the event that Customer fails to timely pay any invoiced amounts that are not the subject of a good-faith dispute, Contractor may, after providing written notice to Customer and an additional 30 business days to pay such undisputed amounts, suspend access to all or part of the Services and Contractor shall be under no obligation to provide any or all the Services until all such undisputed amounts are paid.
 - 4.1.3 Unless otherwise stated in Exhibit E, Customer shall make payment for Equipment upon delivery.
 - 4.1.4 State Prompt Pay Law, Section 66.285, does not apply to this Agreement.
 - 4.1.5 Contractor shall provide Customer with monthly billings, listing actual cost, which shall include, but not be limited to, the following:
 - a) Name and address of Contractor
 - b) Invoice date and number
 - c) Remittance name and address
 - d) Name, title, and phone number of persons to notify in event of defective invoice
 - 4.1.6 Customer represents that as of the Effective Date of this Agreement, it is exempt from Federal Excise Taxes and Wisconsin State Sales Taxes. Invoices submitted by Contractor will not include such taxes. Contractor's inclusion of taxes on invoices may delay payment. In the event Customer is no longer exempt from either Federal Excise Taxes or Wisconsin State Sales Taxes, Customer will promptly notify Contractor, in writing, of

its change in tax exempt status and Contractor will invoice Customer for applicable taxes commencing from the date the Customer's change in tax exempt status goes into effect.

4.2 Payments to Customer.

4.2.1 If Customer is entitled to a share of revenue generated in connection with certain Services as indicated in the applicable Exhibit, Contractor shall pay Customer within thirty (30) Days of the calendar quarter during which the applicable revenue was collected by Contractor.

4.2.2 Each payment will be accompanied by a report stating in reasonable detail the basis upon which payment is made.

5 DATA AND SECURITY

5.1 Between the Parties, Customer shall own all right, title, and interest in and to the Customer Data. As between the Parties, Customer Data shall be treated as Customer's Confidential Information and WisGo Data shall be treated as Contractor's Confidential Information. Notwithstanding the foregoing, Customer expressly grants the rights to Contractor and its subcontractors to use the Customer Data for purposes of providing Services to the Customer under this Agreement.

5.2 Customer will use commercially reasonable efforts to ensure that Customer Data within Customer or its subcontractor's possession, custody, or control is subject to the data security procedures set forth in Exhibit G.

5.3 WisGo Data will be collected, used, processed, and shared in accordance with the User Terms and Conditions and the Umo Privacy Policy.

5.4 Contractor and its licensors, including without limitation Cubic, may use WisGo Data collected via the WisGo Services from an End User in accordance with the Umo Privacy Policy, in connection with (a) business operations, on an aggregate, anonymous basis such that any use or disclosure does not permit a third party to associate any particular data with the Customer or any User and (b) if required by court order, law or governmental agency. In addition, Contractor and its licensors may use WisGo Data and data derived from Customer's use of the Services, including Customer Data, on an aggregate and anonymous basis for Contractor's and Cubic's internal business purposes, including to operate, manage, maintain, and improve products and services, including the Services.

5.5 In the event Contractor becomes aware of any incident that may result in the unauthorized access, processing, exfiltration, destruction, disclosure or use of any Customer Data or any Personal Information, it will notify Customer within five (5) days of becoming aware of the same.

6 WARRANTY DISCLAIMER

6.1 EXCEPT FOR THE EXPRESS REPRESENTATIONS AND WARRANTIES MADE BY CONTRACTOR IN THIS AGREEMENT, INCLUDING ITS EXHIBITS, AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NEITHER CONTRACTOR NOR ITS LICENSORS MAKE ANY REPRESENTATIONS OR WARRANTIES. EXCEPT AS EXPRESSLY SET FORTH HEREIN, THE SERVICES AND EQUIPMENT ARE MADE AVAILABLE TO CUSTOMER "AS IS". TO THE MAXIMUM EXTENT PERMITTED BY LAW, CONTRACTOR EXPRESSLY DISCLAIMS ANY AND ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, NONINFRINGEMENT, TITLE OR IMPLIED WARRANTIES ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE. WITHOUT LIMITATION OF THE FOREGOING, CONTRACTOR WILL HAVE NO LIABILITY FOR ANY: (A) ERRORS, MISTAKES, OR INACCURACIES, IN DATA AS PROVIDED TO CONTRACTOR; (B) ANY UNAUTHORIZED ACCESS TO OR USE OF THE SERVICES BY ANY THIRD PARTY UNLESS SUCH ACCESS OR USE IS THROUGH OR BY CONTRACTOR ; (C) ANY INTERRUPTION OF TRANSMISSION TO OR FROM THE SERVICES AS A RESULT OF A THIRD PARTY PROVIDER ; (D) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE, WHICH MAY BE TRANSMITTED ON OR THROUGH THE SERVICES ; AND (E) ANY LOSS OR DAMAGE OF ANY KIND INCURRED BY CUSTOMER AS A

RESULT OF ANY INFORMATION OR DATA PROVIDED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE BY CUSTOMER OR CUSTOMER USERS OR ANY THIRD PARTY ENGAGED BY THE CUSTOMER.

7 CUSTOMER OBLIGATIONS

7.1 Customer shall:

7.1.1 provide Contractor with:

- a) all cooperation in relation to this Agreement as agreed upon in Exhibit A, Exhibit B, Exhibit D, or as otherwise reasonably requested by Contractor; and
- b) all reasonable access to such information as may be reasonably requested in order to provide the Services, including but not limited to Customer Data;

7.1.2 carry out all Customer responsibilities set out in this Agreement in accordance with any timeframes agreed in writing between the Parties, including the Customer Obligations set out in Exhibit D. The Customer shall be liable for any reasonable and demonstrable costs related to such adjustment to the extent arising from such Customer failure;

7.1.3 obtain and shall maintain all necessary licenses, consents, and permissions that are required for the Customer, its subcontractors and personnel to perform their obligations under this Agreement;

7.1.4 ensure that it maintains its network and systems; and

7.1.5 be solely responsible for procuring and maintaining its network connections and telecommunications links from its systems to Cubic's data centers, and all problems, conditions, delays, delivery failures and all other loss or damage arising from or relating to Customer's network connections or telecommunications links or otherwise caused by the public Internet.

8 PROPRIETARY RIGHTS

8.1 The Parties acknowledge that Customer is not getting any proprietary customizations to the WisGo Services or Equipment. As a result, Customer acknowledges and agrees that Contractor and/or its licensors own all intellectual property rights in the Services, Equipment, the Documentation, and all modifications, improvements and derivative works thereof. Except to the extent expressly set forth in this Agreement, (a) Contractor does not grant to Customer any license, express or implied, to Contractor's or its licensors' Intellectual Property Rights and (b) nothing in this Contract or the performance thereof, or that might otherwise be implied by law, will operate to grant Customer any right, title, or interest, implied or otherwise, in or to Contractor's or its licensors' intellectual property. Contractor, on behalf of itself and its licensors, expressly reserves all Intellectual Property Rights not expressly granted under this Agreement.

9 INDEMNITY

9.1 Intellectual Property Rights Indemnity.

9.1.1 Subject to Section 9.1.3, if an action is brought by a third party against Customer or its respective directors or employees (a "Customer Indemnified Party") claiming that Services, Software, Documentation, WisGo Marks, Marketing Tool Kit or Equipment or the use or receipt of any foregoing infringes or misappropriates a third-party United States Intellectual Property Right, Contractor will defend such Customer Indemnified Party at Contractor's expense, indemnify Customer from any liabilities, losses, settlements, judgments, costs and expenses (including but not limited to attorneys' fees and costs) incurred as a result of such claim, and pay the damages and costs finally awarded against such Customer Indemnified Party in such action, but only if:

- a) Customer notifies Contractor promptly and without delay upon learning of such claim, however, Customer's failure to notify Contractor shall not affect Contractor's obligation to indemnify

Customer unless such failure to notify Contractor materially prejudices Contractor's ability to defend against the action;

- b) Contractor has sole control over the defense of the claim; and
- c) Customer provides Contractor with all available information and assistance reasonably requested to defend such claim.

9.1.2 In no event shall Contractor or its subcontractors or licensors have any obligations under Section 9.1, nor shall it or its employees, agents or sub-contractors be liable to Customer, to the extent that the alleged infringement is based on:

- a) a modification of the Services, Equipment, or Documentation by Customer or anyone under the Customer's direction;
- b) Customer's use of the Services or Equipment in a manner contrary to the formal written instructions given to Customer or in violation of this Agreement or any applicable Documentation; or
- c) Customer's continued, unreasonable use of the Services, Equipment, or Documentation after reasonable notice of the alleged or actual infringement.

9.1.3 The foregoing is Customer's sole and exclusive rights and remedies, and Contractor's (including Contractor's employees', agents' and subcontractors') entire obligations and liability, for infringement of any third party patent, copyright, trademark, database right or right of confidentiality.

9.2 Customer Indemnity. If an action is brought by a third party against Contractor or its respective directors or employees (a "Contractor Indemnified Party") as a result of (a) any misuse or unlawful use of the Services, Software, Documentation, WisGo Marks, Marketing Tool Kit or Equipment or (b) any actual or alleged breach of this Agreement, Customer will defend such Contractor Indemnified Party at Customer's expense, indemnify Contractor Indemnified Party from any liabilities, losses, settlements, judgments, costs and expenses (including but not limited to attorneys' fees and costs) incurred as a result of such claim, and pay the damages and costs finally awarded against such Contractor Indemnified Party in such action, but only if:

- a) Contractor Indemnified Party notifies Customer promptly and without delay upon learning of such claim, however, Contractor Indemnified Party's failure to notify Customer shall not affect Customer's obligation to indemnify Contractor Indemnified Party unless such failure to notify Customer materially prejudices Customer's ability to defend against the action;
- b) Customer has sole control over the defense of the claim; and
- c) Contractor Indemnified Party provides Customer with all available information and assistance reasonably requested to defend such claim.

9.2.2 Immunity. The City of Wausau is entitled to governmental immunity under law, including Section 893.80, Wis. Stats. Nothing contained herein is intended to be a waiver or estoppel of the rights and immunities to which each party and their insurers may be entitled under law, including all of the immunities, limitations and defenses under Section 345.05, 893.80, and 895.52, Wis. Stats., or any subsequent amendments thereof, any federal law, common law or other applicable laws. To the extent that indemnification is available and enforceable, the City and each participating entity or their insurer shall not be liable in indemnity, contribution or otherwise for an amount greater than the limits of liability of municipal claims established under Wisconsin law.

10 CORRECTIVE ACTION PLANS

- 10.1 If Customer reasonably believes that Contractor is in material breach of this Agreement and such breach or default is capable of being cured, then prior to issuing written notice of such a breach, Customer shall notify Contractor that a plan is required to remedy such material breach (a "Corrective Action Plan").
- 10.2 If Contractor fails to provide a Corrective Action Plan within thirty (30) Business Days of such notification or fails to comply with the Corrective Action Plan, then Customer shall be entitled to issue a Default Notice.
- 10.3 The Parties acknowledge that breach of any confidentiality provisions (including but not limited to those relating to the protection of all Personal Information) may cause irreparable harm to the other Party or to any third-party to whom the other Party owes a duty of confidence, and that the injury to the other party or to any third-party may be difficult to calculate and inadequately compensable in damages. The Parties each agree that the other is entitled to obtain injunctive relief (without proving any damage sustained by it or by any third-party) or any other remedy against any actual or potential breach of such confidentiality provisions.

11 TERM AND TERMINATION

- 11.1 This Agreement shall, unless otherwise terminated as provided in this Section 11, commence on the Effective Date and continue for a period of twenty-four (24) months from the Service Commencement Date (the "Initial Term"). This Agreement may be renewed for two (2) successive one (1)-year periods (each, a "Renewal Term") unless either Party gives 180 days-notice to terminate prior to the end of the then-current Term. "Term" means the Initial Term and any Renewal Terms that have been exercised.
- 11.2 Either Party may, subject to Section 10.1, terminate this Agreement if either Party breaches or defaults on any of the material provisions of this Agreement and such breach is not cured within thirty (30) Days after that Party receives written notice from the other Party (a "Default Notice"), then in addition to all other rights and remedies of law or equity or otherwise, then the Party not in default shall have the right to terminate this Agreement without any charge or liability, at any time thereafter.
- 11.3 Either Party may terminate this Agreement by giving written notice if the other Party does not make a payment that they have been given written notice of to the other Party within sixty (60) Calendar Days of the date such amount is due.
- 11.4 Customer will have the right to terminate the contract, without cause, upon 120 calendar days prior notice to MTS subject to payment of the Termination Fee as set forth in Exhibit E.
- 11.5 In addition, this Agreement will terminate immediately in the event the Cubic Contract is terminated or otherwise expires.
- 11.6 Upon the expiration or termination of this Agreement for any reason:
 - 11.6.1 All rights and licenses granted under this Agreement to Customer shall immediately terminate;
 - 11.6.2 Each Party shall return and make no further use of any equipment, property, Documentation, except as to Public Records, and other items (and all copies of them) belonging to the other Party if requested to do so by the other Party;
 - 11.6.3 Contractor shall destroy or otherwise dispose of any of the Customer Data in its possession utilizing industry acceptable practices for the secure destruction and disposal of data, no later than sixty (60) Days after the effective date of the termination of this Agreement.
 - 11.6.4 Any rights, remedies, obligations, or liabilities of the Parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the Agreement which existed at or before the date of termination shall not be affected or prejudiced; and
 - 11.6.5 Sections 2.11, 4, 5, 6, 8, 9, 11, 14, 15, 26 & 27 will survive any termination or expiration of this Agreement.

12 SUSPENSION OF SERVICES

- 12.1 WisGo Services may be suspended in the event that Contractor or its licensors, reasonably believe that:
- 12.1.1 Customer or a User is engaged in or has experienced any activity that materially harms WisGo Services, or the ability to operate and maintain the WisGo Services or the network used to provide the same;
 - 12.1.2 a security incident has occurred that threatens the security or stability of the WisGo Services or the network used to provide the same; or
 - 12.1.3 Customer or any Customer Users has engaged in any fraudulent or illegal activity or any activity that could result in legal liability.
- 12.2 Contractor will use reasonable efforts under the circumstances to:
- 12.2.1 provide prior written notice of such suspension, which notice shall include a reasonable explanation and description of the basis for its intended suspension to allow Customer to respond (to the extent practicable), mitigate and/or cure the underlying circumstances, if curable; and
 - 12.2.2 limit such suspension to the extent necessary to mitigate the prospective harm. Any such suspension may continue until the event causing such suspension has been cured or until Contractor has received satisfactory assurances that such event will not recur. To the extent the issue that gave rise to a suspension is caused by Customer, Customer shall take all reasonable measures to remedy the issues as expeditiously as possible.

13 FORCE MAJEURE

- 13.1 Neither Party shall have any liability to the other under this Agreement if a Party is prevented from or delayed in performing its obligations under this Agreement, or from carrying on its business, by acts, events, omissions or accidents beyond its reasonable control, including, without limitation, strikes, lock-outs or other industrial disputes (whether involving the workforce of the Party or any other party), failure of a utility service or transport or telecommunications network, act of God, war, epidemic, pandemic, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default or service failures of suppliers or sub-contractors, provided that the other Party is notified of such an event and its expected duration.

14 LIMITS OF LIABILITY

- 14.1 NO CONSEQUENTIAL DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NEITHER PARTY WILL HAVE ANY LIABILITY FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES (INCLUDING, AS A RESULT OF ANY DELAY IN RENDERING SERVICE, LOSS OF DATA, LOSS OF USE OR, THE DIRECT OR INDIRECT LOSS OF PROFIT OR REVENUE) ARISING OUT OF OR IN CONNECTION WITH THESE TERMS, HOWEVER CAUSED, AND UNDER WHATEVER CAUSE OF ACTION OR THEORY OF LIABILITY BROUGHT (INCLUDING UNDER ANY CONTRACT, NEGLIGENCE OR OTHER TORT THEORY OF LIABILITY) EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- 14.2 LIABILITY CAP. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL EITHER PARTY'S LIABILITY FOR ANY CLAIM ARISING OUT OF OR IN CONNECTION WITH THESE TERMS (WHEN AGGREGATED WITH ITS LIABILITY FOR ALL OTHER CLAIMS ARISING OUT OF OR IN CONNECTION WITH THESE TERMS) EXCEED THE GREATER OF (A) \$250,000 or (B) THE AMOUNTS PAID BY CUSTOMER TO CONTRACTOR DURING THE 12-MONTH PERIOD IMMEDIATELY PRECEDING THE INCIDENT GIVING RISE TO SUCH LIABILITY.
- 14.3 EXCEPTIONS. THE EXCLUSIONS AND LIMITATIONS OF LIABILITY IN THIS SECTION 14 SHALL NOT APPLY TO (A) A BREACH BY A PARTY OF ITS CONFIDENTIALITY OBLIGATIONS UNDER THIS AGREEMENT; (B) A PARTY'S

INDEMNIFICATION OBLIGATIONS UNDER SECTION 9 OF THIS AGREEMENT (OR ANY AMOUNTS PAID OR PAYABLE IN CONNECTION WITH SUCH OBLIGATIONS); (C) CUSTOMER'S BREACH OF SECTION 2.2.1 (D) CUSTOMER'S PAYMENT OBLIGATIONS; (E) FRAUD, WILLFUL MISCONDUCT, OR GROSS NEGLIGENCE OF A PARTY, OR (F) DAMAGES FOR PERSONAL INJURY, DEATH, OR PROPERTY DAMAGE TO THE EXTENT RESULTING FROM EITHER PARTY'S OR ITS PERSONNEL'S OR SUBCONTRACTOR'S NEGLIGENCE OR MISCONDUCT.

15 CONFIDENTIALITY Each Party may be given access to Confidential Information from the other Party in order to perform its obligations under this Agreement. A Party's Confidential Information shall not be deemed to include information that:

- 15.1.2 is or becomes publicly known other than through any act or omission of the receiving Party;
 - 15.1.3 was in the other Party's lawful possession before the disclosure without any restrictions on use or disclosure;
 - 15.1.4 is lawfully disclosed to the receiving Party by a third party without restriction on disclosure; or
 - 15.1.5 is independently developed by the receiving Party, which independent development can be shown by written evidence.
- 15.2 Each Party shall hold the other's Confidential Information in confidence and, unless required by law, not make the other's Confidential Information available to any third party or use the other's Confidential Information for any purpose other than the implementation of this Agreement.
- 15.3 Each Party shall take all reasonable steps to ensure that the other's Confidential Information to which it has access is not disclosed or distributed by its employees or agents in violation of the terms of this Agreement.
- 15.4 Customer acknowledges that specifications, technical information, designs and other detailed information of operational performance or architecture of the WisGo Services, and the results of any performance tests of the Services, constitute Contractor's Confidential Information.
- 15.5 Contractor acknowledges that the Customer Data is the Confidential Information of Customer.
- 15.6 If a Party is required to disclose the Confidential Information of the other Party in accordance with judicial or governmental order or requirement, it shall promptly notify the other Party so that the other Party may contest the order or requirement or seek confidential treatment for such information.
- 15.7 No Party shall make, or permit any person to make, any public announcement concerning this Agreement without the prior written consent of the other Party (such consent not to be unreasonably withheld or delayed), except as required by law, any governmental or regulatory authority (including, without limitation, any relevant securities exchange), any court or other authority of competent jurisdiction.

16 ASSIGNMENT

- 16.1 Neither Party may, without the prior written consent of the other Party, assign or transfer its rights or obligations under this Agreement.
- 16.2 Notwithstanding Section 16.1, Contractor in its discretion, may assign the Agreement in connection with the sale of all or substantially all its assets, equity interests or business or to any affiliated entity.
- 16.3 Subject to the foregoing, this Agreement will bind and inure to the benefit of the Parties, their respective successors and permitted assigns, as set out herein. Any attempted assignment in violation of this Section 16 shall be null and void.

17 FEDERAL TERMS AND CONDITIONS

- 17.1 This Agreement is subject to a financial assistance contract between Customer and the United States of America (hereinafter "Federal Government"), acting through the Department of Transportation (hereinafter

"U.S. DOT"), and Federal Transit Administration (hereinafter "FTA"). Contractor agrees that it must comply with all applicable FTA regulations, policies, procedures and directives as set forth in Exhibit H.

18 CONFLICT

- 18.1 If there is an inconsistency between any of the provisions in the main body of this Agreement and the Exhibits, the provisions in the main body of this Agreement shall prevail.

19 VARIATION

- 19.1 Except as otherwise provided herein, no amendment to, or waiver of, any provision of this Agreement will be effective unless in writing and signed by both Parties.

20 NO WAIVER

- 20.1 No failure or delay by a Party to exercise any right or remedy provided under this Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

21 RIGHTS AND REMEDIES

- 21.1 Except as expressly provided in this Agreement, the rights and remedies provided under this Agreement are in addition to, and not exclusive of, any rights or remedies provided by law.

22 SEVERANCE

- 22.1 Each provision of this Agreement shall be viewed as separate and distinct, and in the event that any provision shall be deemed by a court of competent jurisdiction to be illegal, invalid or unenforceable, the court or arbitrator finding such illegality, invalidity or unenforceability shall modify or reform these Terms to give as much effect as possible to such provision. Any provision which cannot be so modified or reformed shall be deleted and the remaining provisions of these Terms shall continue in full force and effect.

23 ENTIRE AGREEMENT

- 23.1 This Agreement, and any documents referred to in it, constitute the whole agreement between the Parties and supersede any previous arrangement, understanding or agreement between them relating to the subject matter they cover.
- 23.2 Each of the Parties acknowledges and agrees that in entering into this Agreement it does not rely on any undertaking, promise, assurance, statement, representation, warranty or understanding (whether in writing or not) of any person (whether party to this Agreement or not) relating to the subject matter of this Agreement, other than as expressly set out in this Agreement.

24 NO PARTNERSHIP OR AGENCY

- 24.1 Nothing in this Agreement is intended to or shall operate to create a partnership between the Parties, or authorize either Party to act as agent for the other, and neither Party shall have the authority to act in the name or on behalf of or otherwise to bind the other in any way (including, but not limited to, the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power. The Agreement will not create an employment, partnership or agency relationship between Customer and Contractor's partners, affiliates (or any of Contractor's directors, officers, employees, agents, partners, affiliates, volunteers or subcontractors).

25 THIRD-PARTY RIGHTS

- 25.1 This Agreement does not confer any rights on any person or party (other than the Parties to this Agreement and, where applicable, their successors and permitted assigns).

26 NOTICES

- 26.1 Any notice required to be given under this Agreement shall be in writing and shall be delivered by hand or sent by pre-paid first-class mail or internationally recognized overnight courier to the other Party at its address set out below, or such other address as may have been notified by that Party for such purposes.

Notices to Customer:

City of Wausau
Attn: Ronald J Schuenke II
420 Plumer Street
Wausau, WI 54403
Ronald.Schuenke@wausawi.gov

Notices to Contractor:

Milwaukee Transportation Services, Inc.
Attn: Chief Financial Officer
1942 N 17 St
Milwaukee, WI 53205
acorona@mcts.org

- 26.2 A notice delivered by hand or by internationally recognized overnight courier shall be deemed to have been received when delivered. A correctly addressed notice sent by pre-paid first-class mail shall be deemed to have been received five days after it is sent.

27 GOVERNING LAW

- 27.1 This Agreement and the rights and obligations of the Parties hereunder shall be construed in accordance with and governed by the laws of State of Wisconsin without regard to its laws on personal jurisdiction. The Parties hereby agree that the United Nations Convention on Contracts for the International Sale of Goods will not apply to this Agreement or any related transaction between the Parties.

28 DISPUTES

If a dispute about or arising from this Agreement which cannot be resolved informally by the Parties, the Parties will escalate such dispute to senior management, with the intention of reaching a good faith resolution within 30 Business Days. In the event of any dispute under this Agreement that cannot be resolved within the 30 Business Day period, the Parties agree that the dispute will be resolved by any court of competent jurisdiction sitting in Milwaukee, Wisconsin and hereby consent to personal jurisdiction over them by the court. The court shall have the discretion to award the prevailing Party its reasonable attorneys' fees and costs.

29 COMPLIANCE WITH LAWS

- 29.1 Each Party, in exercising its right and performing its obligations under this Agreement, shall comply with all applicable laws and governmental rules and regulations. Customer acknowledges and agrees that in event there is a change in law or regulation that causes a material change in cost to Contractor, then the Fees set out in Exhibit E may be adjusted to reflect a reasonable share of such change in costs that is reflective of the volume of Services consumed by Customer compared to that consumed by all other customers of the Services.
- 29.2 Contractor hereby declares and affirms that, to the best of its knowledge, none of its officers, directors, or partners or employees directly involved in obtaining contracts has been convicted of bribery, attempted bribery, or conspiracy to bribe under the laws of any state or the federal government.

30 COUNTERPARTS.

This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail, or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

The Parties have executed this Agreement by their duly authorized representatives in one or more counterparts, each of which shall be deemed an original, effective as of the Effective Date.

City of Wausau

By: _____
(Authorized Signature)

Name: _____

Title: _____

Date: _____

By: _____

Name: _____

Title: _____

Date: _____

By: _____

Name: _____

Title: _____

Date: _____

By: _____

Name: _____

Title: _____

Date: _____

Witness: _____

Name: _____

Date: _____

Witness: _____

Name: _____

Date: _____

Milwaukee Transport Services, Inc.

By: _____
(Authorized Signature)

Name: Alexander Corona

Title: Chief Financial Officer

Date: _____

Exhibit A

Umo™ Services Description

The WisGo Services included this Inter Governmental Agreement are as follows:

- A1 Umo Pass™ Services**
- A2 Umo Pay™ Services**
- A3 Intentionally Omitted**
- A4 Intentionally Omitted**
- A5 Transition Out Services**
- A6 Incomm Services**
- A7 Intentionally Omitted**
- A8 Card Services**

Exhibit A1

WisGo Services Description - Umo Pass™

1 UMO PASS SERVICE ADDITIONAL DEFINITIONS

1.1 The following additional defined terms apply to this Exhibit:

1.1.1 "Umo Pass Feature Matrix" means the Umo Pass Feature Matrix included as Attachment 1 to this Exhibit A1.

2 UMO PASS SERVICE DESCRIPTION

2.1 The Umo Pass Service is a cloud-based electronic fare collection service provided on an as-a-service basis.

2.2 The Umo Pass Service shall provide the following functionality and as further described in the Umo Pass Feature Matrix:

2.2.1 Configure products and fare rules;

2.2.2 Process fare and other mobility transactions through Umo Pass compatible devices;

2.2.3 Enable the purchase of fare and other supported mobility services products through a mobile application and end-user website;

2.2.4 Enable the Customer to support End Users using web-based support and end-user account management functions;

2.2.5 Enable the Customer to set-up and administer special fare programs and institutional program partners;

2.2.6 Enable the Customer to create and export reports for financial reporting and service management including transaction level reports; and

2.2.7 Other functionality detailed in the Umo Pass Feature Matrix.

3 UMO PASS SPECIFIC CONTRACTOR OBLIGATIONS

3.1 Configure product and fare rules on behalf of the Customer as the same are provided by Customer.

3.2 Configure any such other Umo Pass Service parameters that cannot be configured by the Customer itself through the Umo Pass Service configuration tools.

3.3 Manage the procurement of Cards if requested by the Customer.

3.4 Manage the encoding of Cards unless otherwise operationally agreed between the Parties.

3.5 Provide Customer the following Marketing Tool Kit to support their implementation and ongoing fare collection processes:

3.5.1 Brand guidelines for WisGo and Umo

a) Written guidelines

b) Sample graphics and icons

c) WisGo smartcards

3.5.2 Sample communications for initial implementation including:

a) News release announcement about new fare collection system in progress upon contract signing

b) News release launch or press event announcing timeline closer to launch date and timeline to make the switch

- c) App launch date announcement
 - d) WisGo Card launch date announcement
 - e) Last day to use former system announcement
- 3.5.3 Resources for building your website and/or linking to MTS's including: graphics, FAQ's, Mobile app instructions and WisGo cards.
- 3.5.4 Sample Tools to reach riders including: WisGo brochure, bus wraps and shelter ads, social posts, Bus Lines print newsletter (2 covers), videos, print timetable ads, On-bus audio messages, Rider newsletter, and news releases.
- 3.5.5 Other Marketing Resources including: WisGo Case Study, Umo Marketing Hub, RideMCTS.com/WisGo, and creative design files.

4 UMO PASS SPECIFIC CUSTOMER OBLIGATIONS

- 4.1 Determine the fare rules and products to be configured on the Umo Pass Service.
- 4.2 Validate and in a timely manner approve fare rule and configuration changes
- 4.3 Procure Cards. Customer will be responsible for purchase of Cards in accordance with Contractor's published brand guidelines and together with the Card specification (as updated from time to time).
- 4.4 Perform Card distribution to the extent distribution is not performed by Contractor under the WisGo Services.
- 4.5 Perform fare product sales through physical sales locations (such as, but not limited to, Customer ticket windows).
- 4.6 Encourage and promote use of the Umo Pass Services through rider alerts, social media and demonstration events. The Customer will consider ways to incentivize the transition from cash to Umo Pass Services use.
- 4.7 Establish and implement a phased rollout schedule for introduction of fare products and fare media, to be supplied by Customer.
- 4.8 Operate and maintain an AVL system capable of providing driver login and bus route and location information (as per Attachment 3 to this Exhibit), or perform manual login of readers to routes to the Umo Pass Service via the Umo Pass administrative portal.
- 4.9 Provide the mobile data plans or network connections for use by the Validators and other Equipment that are identified in writing to Customer as necessary to communicate with the Umo Pass Service.
- 4.10 Enter into and maintain where applicable into inter-agency or inter-operator agreements with the Mobility Service Operators.
- 4.11 Customer will market and promote WisGo as follows:
 - 4.11.1 Include a brief introduction to WisGo at the start of copy about fare collection, including such statements as, "Welcome to WisGo," or "Introducing WisGo." Or "Ride (insert transit agency name) with WisGo."
 - 4.11.2 Reference the fare collection system only as WisGo in all advertising, use and promotion. Customer may additionally use the app name, "WisGo powered by Umo."
 - 4.11.3 Follow the WisGo brand guidelines outlined in the Marketing Toolkit and will update as needed to remain in sync.
 - 4.11.4 Customer may not alter the brand name or logo colors for WisGo or WisGo powered by Umo.
 - 4.11.5 Obtain prior written authorization for its WisGo branded marketing materials during implementation period. Thereafter, MTS reserves the right to view and request changes in branded materials to ensure ongoing consistency.

4.11.6 Customer agrees to have their name appear on a WisGo partners page on RideMCTS.com and other WisGo agency sites.

4.11.7 Customer agrees to use the WisGo card templates (reduced fare, regular fare, and other cards developed), and Umo app home screens as provided by MTS.

5 ADDITIONAL UMO PASS SPECIFIC TERMS

NOT USED

6 ATTACHMENT 1 – UMO PASS FEATURE MATRIX

The following table provides a summary of features available to the Customer through the Umo Pass Service.

Summary of Umo Pass Service Features
Umo Pass Feature Matrix
Fare Rule Support including
Fare Types & Base Fares by Fare Type (Passenger Group)
Passes (Calendar, Time, Trip)
Closed-loop Stored Value
Transfers
Fare Capping
Special Fare Program Passes
Special Fare Program Positive List
Discount and Special Fare Program Benefit Codes
Pass-back Features and Restrictions
Open Payments (contactless EMV Cards and mobile wallets at Validators)
Mobile Application
Purchase Fare Products, Passes & Stored Value
Manage Account
Transaction History
Use Mobile (QR Code) for Onboard Validation
Use Mobile EMV Bank Or Credit Card for Onboard Validation
Trip Planning
Real-time and Schedule Detail
Visually Validated Product And Account Status
Accessibility Features
Short term changes and service alerts

Summary of Umo Pass Service Features
Passenger Website
Purchase Fare Products, Passes & Stored Value
Manage Account
Transaction History
Visually Validated Product And Account Status
Accessibility Features
Account Top-up And Product Purchase Via Web And Mobile
Payment Options
Credit/Debit Cards
Stored Value (pre-paid cash value in the account)
Apple Pay
Google Pay
Fare Media Options
Umo Cards
Mobile Application Umo QR Code
Printed Tickets with Umo QR Code
Third Party ID Cards (example compatible employee or student cards)
Contactless Credit And Debit Cards
Device Options
Bus Validator with contactless EMV and barcode support
Station Validator with contactless EMV and barcode support
Tablet Based Driver Control Unit
Handheld validation and fare inspection device
Ticket Vending Machine / Sales Kiosk
Retail Point Of Sale Device
Fare Product Sales Network
Web-based Merchant Portal for use by ticket windows, retailers and institutional resellers / partners
Mobile Application
Passenger Website
InComm Retail Reload Network (optional)
Autoload Pass Products & Stored Value
Customer or 3rd Party Website Integration API

Summary of Umo Pass Service Features
TVMs/Kiosks
Benefit Code Redemptions
Customer Service Agent Support
Web-based customer service agent interface
Account History
Concession / Fare type Management
Account adjustments
Lost Card Replacement
Card account to mobile account conversion
Mobile account to Card account conversion
Administration
Define and manage user roles and permissions
Configure and manage institutional program partners and resellers
Manage Customer configurable branding elements
Fraud Management
Dynamic QR Code
Anti-Passback Configuration
Managed and Publish A Negative List Of Blocked Accounts to Validators
Product high-usage reporting
Reporting
Comprehensive reporting including reports addressing:
Customer accounts
Sales analysis and reconciliation
Fare payment and product usage analysis
Detailed transaction export and analysis
Device event analysis
Regional program views
Customer User configurable reports
Customer Management Dashboard
Data Export And Integration
Excel download
CSV download

Summary of Umo Pass Service Features
Data Extract API
Device / Asset Management
Real-time device monitoring
Remote device control / diagnostics
Device status dashboard
Over the air software updates
Configurable e-mail alerts
Remote manual driver login
Open Application Programming Interfaces (APIs)
Trip Planning Integration Into Customer Website
Data Export
Positive List Maintenance
Ticket Vending Machine / Sales Kiosk
Reader Assignments
CAD / AVL Integration
Route / real-time bus import via GTFS and GTFS-RT
Self-service Tokens Issuance
Virtual ticket sales via Customer web site
Security, Data Privacy, Reliability
Customer definable role-based access control
Credit and debit card tokenization

7 ATTACHMENT 2 –CARD SPECIFICATION

This attachment provides the preliminary Card specification for closed-loop Cards to be used with WisGo Services. Contractor will provide a final specification prior to any Card orders.

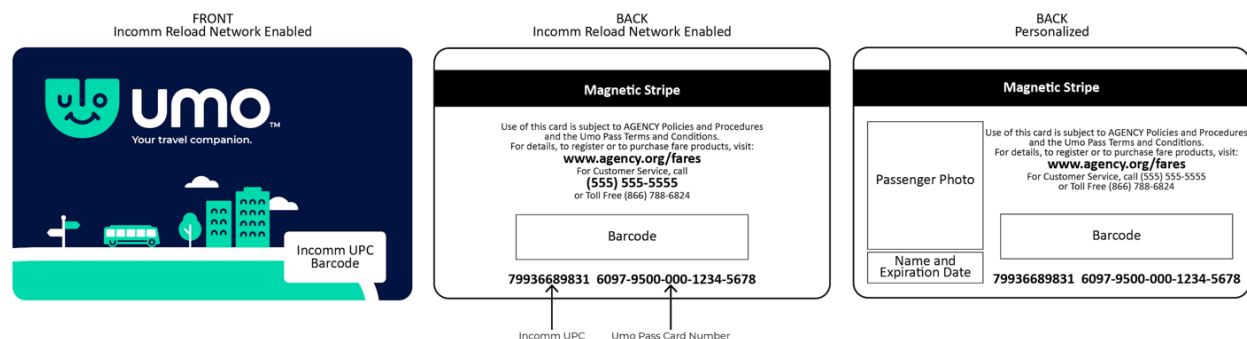
Umo Card Specifications

Requirements:

- Clean and free of burrs and sharp edges
- Compliant with ISO/IEC 14443 parts 1-3 and ISO/IEC 18092
- Dimensions compliant with ISO/IEC 7810 and ISO/IEC 7813
- Encoded by Cubic for use in the Umo Pass System
- Chip type: MIFARE® DESFire EV2 2K or other, compatible chip type approved by Cubic

- Chip permanent unique identifier (“UID”), confirmed by Cubic as unique within the Umo Pass system
- Card numbers: Unique Card number (sixteen (16) digits or longer), provided by Cubic (e.g., in Excel file), printed on Card in dimensions and format shown below
- Bar code: Card number; printed within the dimensions shown below using the Code 128 bar code format
- Cross-reference Table: Linking UID and printed Card number
- Front of Card
 - Two-colour (2-colour) graphics extending to all four (4) edges. Any Card design with more than two (2) pantone colors are subject to additional fees
 - Umo Pass logo: within area shown below
 - Customer-approved logo (“Customer Logo”) and design graphic (“Customer Design Graphic”): may be printed within the areas shown below; final printer-ready graphic file(s) prepared and approved by Cubic
 - InComm enabled Cards require UPC Bar Code 2: UPC-A format printed on the Card face
- Back of Card: Black, static text as shown below with Card number and corresponding bar code
 - InComm enabled Cards require the following
 - Card printed bar code using Code 128-C bar code format
 - Unique thirty-digit (30-digit) number and twelve-digit (12-digit) UPC
 - HI-coercivity magnetic stripe encoded to use in InComm Reload Network

Note: All measurements in millimeters. Text shown on back of Card not to scale.



Umo Card specifications

8 ATTACHMENT 3 – AVL COMPATIBILITY REQUIREMENTS

8.1 The Umo Pass Services have the following requirements for integration with CAD/AVL systems:

8.1.1 Standard integration via GTFS and GTFS-RT

The standard integration for the automatic import of route and bus location information from CAD/AVL systems into the Umo Pass Services is via data feeds conforming to the real-time and static General Transit Feed Specification (<https://gtfs.org/>) via an internet accessible location that enables Cubic to automatically look for an import updated files.

Compatibility requirements include:

8.2 Route identifiers, stop identifiers, and trip identifiers must be consistent across the GTFS Static and GTFS Realtime.

8.3 GTFS-RT must contain unique vehicle identifiers for each vehicle in the fleet.

8.3.1 Custom integration via the CAD/AVL system API

Integration via GTFS is the preferred and most common integration. Alternatively, Cubic can integrate on professional services, directly with CAD/AVL systems where the CAD/AVL system provides a suitable API, and the Customer securing acceptable access to such API through the Customer's commercial agreement with the CAD/AVL vendor.

Compatibility requirements include:

8.4 Consistent naming of key data elements such route identifiers, stop identifiers, and trip identifiers across both the scheduled and real-time information available via the API; and

8.5 Where the CAD/AVL is utilized for real-time information only, naming convention to ensure such data elements are consistent between the GTFS static feed and the real-time API data.

Umo Exhibit A2

WisGo Services Description - Umo Pay™

1 UMO PAY SERVICE DESCRIPTION

- 1.1 The Umo Pay Service is a cloud-based tokenization and payment gateway provided on an as-a-service basis.
- 1.2 The Umo Pay Service shall provide the following functionality and as further described in the Umo Pay Feature Matrix (Attachment 1 to this Exhibit A2):
 - 1.2.1 Open Payment Processing:
 - a) Process contactless EMV fare and mobility payment taps from physical or virtual (through compatible mobile wallets such as Apple Pay and Google Pay) bank and debit cards issued by compatible card schemes at Umo Pay certified devices (Mobility Payment Taps);
 - b) Route Mobility Payment Taps to the Umo Pass Service for fare calculation and recording;
 - c) Route resulting bank and debit card transactions to applicable merchant acquiring service for authorization and settlement.
 - d) Tokenization
 - e) Securely encrypt and store bank and debit card credentials in a PCI-DSS certified tokenization solution;
 - 1.2.2 E-commerce Transaction Processing
 - a) Process credit and debit card payment transactions from the Umo Pass Service mobile application, Umo Pass Service end-user web-site and Umo Pass Service customer service interface to the applicable merchant acquiring service for authorization and settlement
 - 1.2.3 Negative List Maintenance
 - a) Maintain and make available to Umo Pay certified devices a list of blocked credit and debit card credentials;
 - 1.2.4 Other functionality detailed in the Umo Pay Feature Matrix.

2 UMO PAY SPECIFIC CUBIC OBLIGATIONS

- 2.1 Configure and maintain the configuration of the Umo Pay Service;
- 2.2 Ensure compatibility and maintain certification of the Umo Pay Service with the Umo Pay standard product supported merchant acquiring service;
- 2.3 Ensure the on-going compliance of the Umo Pay Service with the PCI-DSS standard;
- 2.4 Integrate and maintain the integration between the Umo Pay Service and the Umo Pass Service

3 ADDITIONAL UMO PAY SPECIFIC TERMS

- 3.1 The Customer shall bear any fraud or revenue risk as it relates to the acceptance of credit and debit cards by the Customer on the WisGo Services except when such fraud or revenue risk is caused by the gross negligence or willful misconduct of Cubic.

4 ATTACHMENT 1 – UMO PAY FEATURE MATRIX

Umo Pay Feature Matrix
Supported Payment Use Cases
Card present payments from Umo Pay Services certified fare payment devices
Card-not-present payments initiated from the Umo Pass Service
Card present payments from Umo Pay Services certified sales devices (example ticket vending machine payment terminals)
Refunds initiated through the Umo Pass Service
Tokenization
Encrypted storage of bank and debit card information in compliance with PCI-DSS
Risk Management
Negative list maintenance
Negative publishing to devices capable of utilizing negative for off-line risk management
Supported Credit And Debit Card Brands (Subject to the Customer providing a compatible Merchant Facility through a Merchant Acquirer supported by the Umo Pay Services)
Mastercard
Visa
American Express
Discover
Supported Merchant Acquirers
First Data Merchant Services

Exhibit A3

INTENTIONALLY OMITTED

Exhibit A4

Merchant Of Record Services

Intentionally Omitted

Exhibit A5
Transition Out Services

1 TRANSITION OUT SERVICES

- 1.1 Contractor will support the Customer as reasonably required to transition the Customer out of the WisGo Services on termination if required, including but not limited to:
 - 1.1.1 Preparing and delivering to the Customer in a mutually agreed data format an export of the Customer Data
 - 1.1.2 Providing knowledge support as reasonably required by Customer staff or contractors to take receipt and utilize the exported Customer Data
- 1.2 Transition out services will be provided on a time and materials basis using rates in Exhibit E.
- 1.3 Transition out services are not available for such Customer Data of a highly PCI-DSS or privacy sensitive nature such as tokenized credit and debit card details.

Exhibit A6
InComm Services

1 INCOMM SERVICES

- 1.1 Additional terms apply where the Customer exercises the option to utilize the InComm Retail Network for the load of stored value and/or Umo Card distribution.
- 1.2 Section 2 of this Exhibit A6 provides terms the Customer can expect with respect to the InComm Services.
- 1.3 Contractor and Customer agree to the following:
 - 1.3.1 The Customer acknowledges that InComm offers a standard service which InComm may vary or terminate from time-to-time.
 - 1.3.2 Cubic's primary role is one of a service manager responsible for the technical integration between InComm network and WisGo Pass and, if so required by InComm's service offering, forward any funds settled by InComm to the Customer. Contractor's liabilities for the InComm Services performance will be limited to Contractor's performance of its work-scope in providing the technical integration and managing such settlement of funds as applicable.
 - 1.3.3 Since InComm's current business model involves settling funds net of InComm fees and commissions, the Customer will pay any fees and commissions assessed by InComm ("InComm Fees").
 - 1.3.4 Customer has the option to enable one of two InComm Services, as follows:
 - a) "InComm Standard Reload Services" which enables WisGo End Users with an InComm Services compatible WisGo Card to add stored value at InComm locations supporting WisGo reloads.
 - b) "InComm Transit Services" which enables additional functionality as set-out in Clause 2 including the ability for WisGo End Users to utilize the Umo App at compatible InComm locations to identify their account for reload and enables distribution of WisGo Cards by InComm.

2 ATTACHMENT 1 – INCOMM SERVICES TERMS

- 2.1 INCOMM SERVICES DESCRIPTION
 - 2.1.1 Program. Interactive Communications International, Inc. ("InComm") will provide products and services associated with the production, retail distribution, loading and reloading of electronic fare media, which shall be implemented at Customer's option, subject to final approval by InComm, over time as set forth herein and the "InComm Network Statement of Work" included herein as Attachment 1.1 to this Exhibit A6 ("InComm Services").
 - 2.1.2 Work Share. Contractor, InComm and Customer shall perform the tasks listed in the InComm Network Statement of Work.
- 2.2 InComm Fees
 - 2.2.1 Load Fees are applicable for loading and/or reloading of stored value to Umo Pass Accounts within the InComm Reload Network at an associated InComm retailer and are not applicable for any loading and/or reloading of Umo Pass Accounts on the Umo Pass Passenger Portal, Mobile App, Merchant Portal or Administrative Console or any other sales channel supported by the Umo Pass Hosted Services other than the InComm Reload Network.
 - 2.2.2 Load Fees are a percentage based on the total stored value loaded for pre-existing Umo Pass Accounts and Umo Pass Accounts created by the sale of a Umo Pass Card by the retailer as part of the same transaction ("InComm Commission"). The stored value is added to the Umo Pass Account associated with the fare

media (e.g. Umo Pass Card, smartphone) presented by the Umo End User. Load/Reload Fees are inclusive of the amounts to be paid to InComm and/or an InComm retailer. Net Proceeds, less Load/Reload Fees, shall be transmitted to the Customer's designated account.

2.2.3 Card Distribution Fees are applicable for each Umo Card sold/activated through the InComm Services

2.2.4 The InComm Fees as of the effective date are as follows:

- a) InComm Commission when using the InComm Standard Reload Services: 3.5%
- b) InComm Commission when using the InComm Transit Services: 5%
- c) Card Distribution Fee when using the InComm Transit Services: \$1.00 per card sold

2.2.5 The Customer acknowledges that the InComm Fees are set by InComm and may be varied by InComm with notice.

2.3 Flow Of Funds

2.3.1 For Standard Reload Services, InComm's business practice currently is to settle directly to the Customer net of InComm Fees.

2.4 Data. The Customer acknowledges that InComm Services are performed utilizing technology and operational services in the United States. Further, the Customer acknowledges that the InComm Service is a third-party service provided and operated independently of Cubic. The sole obligation of Cubic is to provide the technical interface to InComm and manage InComm on behalf of the Customer.

2.5 The Customer will provide any required forms and other information as reasonably required by Contractor to facilitate the settlement of funds to a Customer nominated bank account.

2.6 Retailer Participation: The Customer acknowledges that neither InComm nor Contractor can compel retailers that are part of the InComm Retail Network to offer or participate in the sale of the Umo Loads or Umo Card distribution. InComm will provide Cubic, and Cubic will provide to the Customer an updated list of participating retailers as needed from time-to-time.

2.7 Termination Rights.

2.7.1 The Customer acknowledges that InComm shall have the right to terminate the InComm Services for convenience with notice.

2.7.2 Customer acknowledges that InComm shall have the right to terminate services it provides to Contractor upon which Contractor relies upon under this Agreement immediately upon written notice to Customer and Contractor in the event that (i) InComm or any InComm retailer is deemed, or (ii) InComm reasonably determines that InComm or any InComm retailer may be deemed, a "seller of prepaid access" or "provided of prepaid access" (as each term is defined under 31 CFR 1010.100(ff) or any successor provision) as a result of their respective activities related to participation in the Retail Sales Network or Retail Distribution Network. In the event of InComm termination of services for this or any other reason, Cubic shall have the right to immediately terminate provision of the InComm Services to Customer.

2.7.3 In the event of InComm Services termination, Cubic will make commercially reasonable efforts to actively pursue a replacement retail network solution in a timely manner to avoid any disruption of services to client.

3 ATTACHMENT 1.1 – INCOMM NETWORK STATEMENT OF WORK

3.1 The following table summarizes the functionality available through the InComm Standard Reload Services and InComm Transit Services

InComm Feature By Services Offering	InComm Standard Reload Services	InComm Transit Services
Cash stored value load – Umo Cards	Yes	Yes
Cash stored value load – Umo App	No	Yes
Card distribution through InComm locations	No	Yes

3.2 The following scope items are applicable to both the InComm Standard Reload Services and InComm Transit Services

Task	Cubic	InComm	Customer
Retailer recruitment, relationship management and contract management		X	
Reload Network setup, training, management and maintenance		X	
Retailer funds collection and reconciliation		X	
Retailer commission payment		X	
Retailer marketing program management		X	
Retailer technical support		X	
Customer Reload Network account creation and management	X	X	X
Customer-specific Reload Network configuration and testing	X	X	
Customer Code creation	X		
Umo Pass Card Specification creation, maintenance and distribution	X		
Customer-specific testing with Retailer systems	X	X	
Customer funds remittance and reconciliation		X	X
Customer fee calculation and collection		X	
Customer reload program marketing			X
Accept and process end-user requests for reloads of stored value to Umo Pass accounts		X	
Submit stored value reload requests to Umo Pass account		X	
Reload Network transaction reporting	X	X	
Integration with Umo Pass Services	X	X	
Reload Network – Umo Pass Services Interface setup, operation and maintenance	X	X	
Accept and process stored value reload transactions from InComm	X		
Accept reloaded stored value for fare payments on the Umo Pass Services	X		X
Umo Pass Services support to end-users			X

3.3 The following scope items are applicable in addition for only the InComm Transit Services

Task	Cubic	InComm	Customer
Procure cards packaged for distribution through the InComm Services	X		X
Card Distribution Network setup, training, management and maintenance		X	
Accept and process passenger requests for Umo Card purchase, activation and loading		X	
Customer Card Distribution Network account creation and management		X	
Customer UPC creation		X	
Card production and packaging	X		Option
Card re-order processing	X		Option
Card package warehousing and distribution		X	
Customer-specific Card Distribution Network configuration and testing		X	
Card sales transaction reporting	X	X	
Integration with Umo WisGo Services for card distribution and mobile re-load	X	X	
Accept and process card sales, activation and load requests from Incomm	X		
Accept Incomm-sold cards and stored value for fare payments on Customer vehicles	X		X

Exhibit A7
Intentionally Omitted

Exhibit A8

Card Services

1 CARD SERVICES DESCRIPTION

- 1.1 Card Services comprises of the following services as further described in this section
 - 1.1.1 Card Procurement (Optional)
 - 1.1.2 Card Encoding (Required)
- 1.2 Card Procurement comprises of Contractor ordering and managing the delivery of Cards from qualified Card manufacturers ("**Card Orders**")
 - 1.2.1 Card Orders will be placed by the Customer by placing a Card Order request
 - 1.2.2 Card Orders will be delivered to Cubic's service facility for Card Encoding or, where encoded by the manufacturer to work the WisGo Services and then delivered directly to the Customer's nominated ship to location
 - 1.2.3 The minimum order quantity shall be five thousand (5,000)
- 1.3 Card Encoding comprises Contractor encoding Cards to be compatible with the WisGo Services by placing a card image and associated security keys onto the Cards
 - 1.3.1 Card Encoding is a required service where Cards are not encoded by the Card manufacturer as part of the ordering process
 - 1.3.2 Card Encoding will be performed by Cubic at one (1) of its operational facilities in Canada or the United States.

2 CONTRACTOR OBLIGATIONS

- 2.1 With respect to Card Procurement
 - 2.1.1 Make reasonable commercial efforts to process Card Orders in a timely fashion
 - 2.1.2 Obtain quotes and place the order with the most appropriate manufacturer on obtaining authorization from the Customer
 - 2.1.3 Manage orders with manufacturers until received and make all reasonable commercial efforts to resolve issues with orders
- 2.2 With respect to Card Encoding
 - 2.2.1 Perform Card Encoding to agreed timelines for each Card Order taking into account the size of the Card Order, available staffing and Card Encoding obligations to other customers
 - 2.2.2 Ship the encoded cards on the completion of encoding in bulk to the MTS designated receiving location
- 2.3 General
 - 2.3.1 Provide as reasonably requested by the Customer input on expected lead-times for Card Orders and Card Encoding

3 CUSTOMER OBLIGATIONS

- 3.1 With respect to Card Procurement
 - 3.1.1 Monitor stock levels of Cards and initiate Card Orders to maintain supply taking into account manufacturing and shipping lead-times

4 ADDITIONAL CARD SERVICES TERMS

- 4.1 Encoding at the point of manufacturing is not available at this time. If and when select vendors offer Cards encoded at the point of manufacturing, the Card Encoding services will not be required for Cards ordered through manufacturers enabled and certified to encode Cards. Customer acknowledges that there will be costs to both the card manufacturer and Contractor to implement and maintain the capability for a card manufacturer to encode cards at the point of manufacturing which will be reflected in the cost of the Card.
- 4.2 For fare media procured by Contractor, title and risks shall pass to the Customer on the fare media being delivered to the Customer's specified delivery location
- 4.3 For Cards procured by the Customer and encoded by Cubic, Cubic shall not have title at any time to the procured cards. Cubic shall have risk in the cards while cards are encoded at the encoding facility. Risk in cards shall be with the Customer or the card manufacture as applicable at all other times.

Exhibit B
Implementation Services

1 SERVICE DESCRIPTION

- 1.1 Implementation Services are the activities executed to supply, install, configure, verify, and commission the Services:
 - 1.1.1 WisGo Services described in Exhibit A.
 - 1.1.2 Support Services described in Exhibit C.
- 1.2 The Implementation Services will incorporate updates to the WisGo Services hardware and features available prior to Services Commencement Date.
- 1.3 During the mobilization period Contractor will establish an implementation plan that defines the implementation approach and controls including, but not limited to:
 - 1.3.1 Communication protocol.
 - 1.3.2 Delivery of Documentation.
 - 1.3.3 Project execution and governance including variation management.
- 1.4 As part of the implementation plan each Party will nominate personnel responsible for implementation as follows:
 - 1.4.1 Point of contact accountable for the day-to-day management, coordination, and execution of the Implementation Services.
 - 1.4.2 Executive sponsor.
 - 1.4.3 Steering committee membership.

2 EQUIPMENT SUPPLY

- 2.1 Cubic will supply Equipment as set out in Exhibit E
- 2.2 The Bus Validator Mounting Assembly Kit includes mounts for either horizontal or vertical stanchions provided such stanchions are readily available. If maintaining hand-rail space is important to the Customer, installation may require additional parts which may include “T-Clamps” and a small pole so to lower the Validator under stanchions. Similarly, a “Figure-8” clamp can be used to put a second parallel stanchion to better control position and height. Such parts and associated installation scope if required would be added to scope through the agreed variation process.
- 2.3 In addition to the purchased Bus Validators and Validator Installation Kits, Contractor will be responsible for providing as reasonably required cabling, connectors, in-line fuses and other parts to connect the Bus Validators to the vehicle power systems.
- 2.4 An individual item of Equipment is deemed delivered in accordance of Clause 3.2 of the Agreement on the earlier of:
 - 2.4.1 The item being installed by Contractor on a vehicle
 - 2.4.2 The item being delivered by Contractor to an Authorized Mobility Services Provider or Mobility Service Operator under the direction and agreement by the Customer
 - 2.4.3 The item having been received by the Customer at the Customer’s nominated receiving location for such item
- 2.5 Contractor will be responsible for:

- 2.5.1 Specification of the Equipment.
- 2.5.2 Execution of the hardware installation verification.
- 2.5.3 Supply of the Equipment.
- 2.5.4 Qualification of suppliers.
- 2.5.5 Verification of the supplied equipment to the specification and required certifications, standards, and quality.
- 2.5.6 Supply chain management.
- 2.5.7 Logistics, receipt, and storage.
- 2.6 The Customer will be responsible for:
 - 2.6.1 Defining the representative sample of the fleet ("prototypes").
 - 2.6.2 Assembling the prototype vehicles for the purpose of hardware installation verification.
 - 2.6.3 Providing access to Contractor personnel, including Cubic, to perform the hardware installation verification.

3 EQUIPMENT INSTALLATION AND COMMISSIONING

- 3.1 Cubic or their designee will install and commission the Mobile Validator Equipment detailed in Section 2 in each bus operated by a Mobility Service Operator, unless install is waived by Customer.
- 3.2 Cubic will be responsible for:
 - 3.2.1 In-person execution of the prototype hardware installation verification.
 - 3.2.2 Desktop Survey of the vehicle fleet.
 - 3.2.3 Development of the installation plan.
 - 3.2.4 Provision and maintenance of the installation drawings and guidelines.
 - 3.2.5 Qualification of the installation subcontractor including verification of required insurance, capability, experience, licensing, permits, and compliance to human and industrial resource requirements.
 - 3.2.6 Coordination and management of the subcontractor.
 - 3.2.7 Verification and quality assurance of the work performed by the subcontractor.
- 3.3 The Customer will be responsible for
 - 3.3.1 Coordinating and making buses available from the Mobility Service Operators in accordance with the quantities and locations defined in the Implementation Schedule.
 - 3.3.2 Provisioning vehicles for installation based upon a schedule which is mutually agreed upon by Contractor and Cubic.
 - 3.3.3 Providing photos and other information as reasonably required by Cubic to perform the Desktop Survey
 - 3.3.4 Provide a team to complete an 'in-person' survey of the fleet and collaborate on installation plans.
 - 3.3.5 Having onsite resources available to confirm that the installation and commissioning of the Equipment has been completed in accordance with the installation and commissioning Documentation.
 - 3.3.6 Provision to Cubic and enablement of cellular SIM cards in accordance with the installation plan and schedule.
- 3.4 Cubic will install and commission the Platform Validator Equipment detailed in Section 2 for each station. [only applicable to certain contracts]

3.5 Cubic will be responsible for:

- 3.5.1 In-person execution of the prototype hardware installation verification.
- 3.5.2 Survey of station installation site.
- 3.5.3 Development of the installation plan.
- 3.5.4 Provision and maintenance of the installation drawings and guidelines.
- 3.5.5 Qualification of the installation subcontractor including verification of required insurance, capability, experience, licensing, permits, and compliance to human and industrial resource requirements.
- 3.5.6 Coordination and management of the subcontractor
- 3.5.7 Verification and quality assurance of the work performed by the subcontractor.

3.6 The Customer will be responsible for:

- 3.6.1 Ensuring equipment mounting locations are level, of appropriate dimensions, and installed with conduit placed appropriately to serve the platform validator being installed.
- 3.6.2 Testing of electrical and communication cabling prior to installation.
- 3.6.3 Providing photos and other information as reasonably required to perform the installation site survey.
- 3.6.4 Providing access to the sites as reasonably required to perform the installation
- 3.6.5 Having onsite resources available to confirm that the installation and commissioning of the Equipment has been completed in accordance with the installation and commissioning Documentation.

4 CONFIGURATION

4.1 Cubic will configure the Services, including but not limited to:

- 4.1.1 Fare policy definition.
- 4.1.2 Transport Network Topology (GTFS).
- 4.1.3 Configurable branding elements.
- 4.1.4 User accounts.
- 4.1.5 Payment gateways and third-party interfaces.
- 4.1.6 Asset definition and record keeping for Equipment.

4.2 The Customer will be responsible for:

- 4.2.1 Provision of required configuration inputs that are the responsibility of the Customer and Mobility Service Operators or other third parties.
- 4.2.2 Delivery of inputs according to schedule.
- 4.2.3 Approval of configuration Documentation.

5 CERTIFICATION

5.1 Cubic shall secure the necessary certifications required for the provision of the Services and the supply and installation of the Equipment.

5.2 Cubic will be responsible for:

- 5.2.1 Application, verification, and remediation of required certifications.
- 5.2.2 Providing PCI-DSS Attestation of Compliance for the applicable WisGo Services annually.

5.3 The Customer will be responsible for:

- 5.3.1 PCI-DSS certification for the Mobility Service Operators responsibilities, including compliance by Mobility Service Operator personnel.

6 SERVICE COMMISSIONING

6.1 Cubic will coordinate the commissioning and enablement of the Services for Mobility Service Operator.

6.2 Cubic will be responsible for:

- 6.2.1 Verifying completion of the preceding or dependent configuration, installation, and commissioning activities.
- 6.2.2 Delivery of train-the-trainer training to Mobility Service Operator including all user manuals and training materials.
- 6.2.3 Enablement of the Services.
- 6.2.4 Post-commissioning monitoring and tuning of the configuration through to acceptance and transition to operations.

6.3 The Customer will be responsible for:

- 6.3.1 Managing the enrollment of participants.

7 TRAINING

7.1 Cubic will provide training for the following roles at mutually agreed times:

- 7.1.1 Fare program administrators including in the use of Customer's configurable system parameters
- 7.1.2 Back-office staff (including financial operations staff and on the use of reports)
- 7.1.3 Front office/customer service personnel
- 7.1.4 Bus operators
- 7.1.5 Bus and station maintenance staff

7.2 The Customer may record training sessions and print or duplicate training materials for internal reference and use or incorporate the training materials and content into the Customer's own training materials and documents.

7.3 Contractor will be responsible for:

- 7.3.1 Provision of training materials, which may be supplied in electronic format including recorded video presentations.
- 7.3.2 Delivery of in-person or in-camera train-the-trainer format training.

7.4 The Customer will be responsible for:

- 7.4.1 Provision of facilities for delivery of training, including but not limited to conference or meeting rooms, audio-visual equipment, Internet connectivity, consumables.
- 7.4.2 Provision of suitability of qualified trainees.

8 TVM INTEGRATION SUPPORT

8.1 Not applicable.

9 TRANSITION TO OPERATIONS

- 9.1 Cubic will establish the WisGo Services set out in Exhibit A and the Support Services set out in Exhibit C prior to the earliest applicable Services Commencement Date.
- 9.2 Cubic will coordinate with the Customer to execute the soft launch prior to the go-live.
- 9.3 Cubic will support the Customer in the Customer's performance of configuration validation testing during the Soft Launch Period.
- 9.4 Cubic shall maintain a register of Incidents raised by the Customer. If there is an Incident deemed to be critical, urgent or moderate that impacts the completion of Soft Launch, Contractor shall resolve said Incident

10 DOCUMENTATION

- 10.1 Cubic will submit implementation Documentation to the Customer during the Implementation Services. Standard Documentation is not subject to Customer review and approval.
- 10.2 Standard Documentation consists of the following:
 - 10.2.1 Installation and commissioning records for Equipment.
 - 10.2.2 Configuration Documentation.
 - 10.2.3 Certification Documentation.
 - 10.2.4 Operator Implementation Checklist.
- 10.3 Non-Standard Documentation
 - 10.3.1 To the extent that Contractor provides any non-standard Documentation then such Documentation shall be subject to review and approval by the Customer. Documents shall be comprehensive, and include, where applicable, step-by-step instructions, explanatory pictures, required parts and components (with quantity, description, and part numbers), and relevant as-built wiring diagrams.
 - 10.3.2 Customer shall complete any required review within ten (10) Business Days of submittal and to extent that any changes are required, Customer shall act reasonably in determining those changes and shall provide a detailed summary of the required changes.
 - 10.3.3 Providing any subsequent submittal incorporates the proposed Customer changes or as otherwise agreed prior to that submittal, the Customer shall confirm approval of that Documentation within five (5) Business Days of re-submittal.

11 ACCEPTANCE

- 11.1 The Customer shall within 30 days from the date Contractor notifies the Customer in writing that the WisGo Services are ready for acceptance testing either:
 - a) Confirm in writing that the WisGo Services are accepted; or
 - b) provide a list of issues ("Draft Acceptance Issue List") that in the Customer's reasonable belief need to be resolved in order for the Customer to reach Final Acceptance.
- 11.2 The Parties will work together promptly in good faith to mutually review the Draft Acceptance Issue List and create a mutually agreed list of issues that require resolution for Final Acceptance ("Final Acceptance Issue List"). If there is a dispute on what issues constitute a failure to meet the requirements set-out in this Agreement, the WisGo Services description or the Compliance Matrix, such dispute will be resolved as per Article 8 (Disputes) of this Agreement.

- 11.3 Contractor will then resolve issues in the Final Acceptance Issue List and notify the Customer, in writing, when, in Contractor's opinion, such issues are resolved and request that the Customer again review the WisGo Services in accordance with Clause 11.1.
- 11.4 "Final Acceptance" will be achieved on the Customer confirming that the WisGo Services are accepted in accordance with Clause 11.1 (a)
- 11.5 Notwithstanding 11.1 and 11.1.2 above, the Implementation Services are deemed automatically accepted if the Customer fails to issue a Draft Acceptance Issue List.

12 SCHEDULE

12.1 Contractor will be responsible for:

- 12.1.1 Maintaining a register of implementation milestones reflecting the planned, forecast, and actual delivery dates.
- 12.1.2 Maintaining a register of schedule integration milestones for management of alignment between Contractor master program and the Customer program of related or dependent work.
- 12.1.3 Delivery of an implementation status report no more frequently than monthly including:
 - a) Milestone registers current as at the close of the preceding month.
 - b) A Level 2 schedule printed to PDF format, where Level 2 is defined by AACE International Recommended Practice No. 91R-16.
 - c) Planned, forecast, and actual dates for enablement of WisGo Services.
- 12.1.4 Scheduling the Implementation Services such that Holidays and non-working periods are Non-Working Days for Customer and Operators except by joint agreement.

12.2 The Customer will be responsible for:

- 12.2.1 Maintaining the Customer's schedules, schedule data and scheduling procedures.
- 12.2.2 Providing content and inputs to the master program and planning registers when requested.

13 ATTACHMENT 1.1 – VALIDATOR SPECIFICATION

Validator Specification – Access IS VAL100	
Display	Full color, 4.3" LCD Antireflective/antiglare/toughened 420 × 272 resolution
Processor and RAM	Dual core, 1 GHz

Media Interfaces	EMV Level 1 and Level 2. PCI-SRED 5.1 Compliant, 4 SAM slots Payment Schemes Supported: • Visa • MasterCard • Discover, American Express • Interac Flash available for certification Barcode Support: • Linear: EAN, UPC, Code 2 of 5, Interleaved 2 of 5, IATA 2 of 5, Code 39, Code 128 • 2D: IATA resolution 792, PDF417, Aztec, DataMatrix and QR Codes • Performance: Will read 2D barcodes from paper, mobile phone and tablet Reads NFC-enabled mobile phones and contactless smart and banking cards. NFC tags supported: • Milfare 1K/4K, Classic Tags, Milfare UL, Milfare Plus • ISO14443-4 Type A, ISO14443-4 Type B, HID iClass tags (only CSN read supported) • NXP iCode tags • Apply pay/VAS Payment
User Interfaces	Sound: Speaker with digital control for audio playback LED indicators 4 x RGB LEDs

Connectivity	Communication 3G*/4G*/GPRS* (*Optional) Connection: USB, Ethernet, GPS, Wi-Fi, Bluetooth, 4/Bluetooth Low Energy RS232
Tolerances	Operating temperature: -20C to 50C Storage temperature: -30C to 70C Humidity: 0-95%RH, non-condensing IP54 rated
Operating System	Linux OS
Voltage	Supports 10.5-33 VDC

14 ATTACHMENT 2 – PRELIMINARY MILESTONE AND LEVEL 2 IMPLEMENTATION SCHEDULE

14.1 The following table lists the Level 1 Project Milestones.

Project Milestone
MOBILIZATION – Notice to Proceed (NTP)
MOBILIZATION - Kick off completed
MOBILIZATION – Implementation Planning
MOBILIZATION - Configuration Data Gathering
MOBILIZATION - Bus Equipment Delivery
MOBILIZATION - Bus Equipment Installation

TRAINING - Umo Platform MCTS training complete
MOBILIZATION – Bus Soft Launch
MOBILIZATION- Bus Full Launch
FINAL ACCEPTANCE
PROJECT COMPLETION

14.2 Baseline project schedule

Contractor will work with Cubic to prepare to and agree with Customer a baseline level 2 implementation project schedule within 45 days of the Effective Date. This schedule will be incorporated into this Agreement on both Parties approving such baseline Schedule.

Exhibit C

Umo Support Services and Service Levels

The purpose of this schedule is to describe the services and service levels for the WisGo Services. All Support Services will be provided directly by Cubic and Contractor will support and assist Customer in obtaining such Support Services.

The following table sets-out which Support Services described in this Exhibit C have been purchased and are included in this Agreement:

Umo Support Services Element	Included / Not Included
Supplier Help Desk	Included
Software Maintenance Services	Included
Configuration Services	Included
Hardware Maintenance Services	Included
Warranty	Included
Extended Warranty	None
Service Delivery Management	Included

Table 1: Included Support Services

1 UMO SUPPORT SERVICES AND SERVICE LEVELS

1.1 Supplier's Help Desk

1.1.1 For the purposes of this Exhibit C, an "Incident" is an issue with the WisGo Services impacting the availability of functionality or services. All Incident and support requests should be logged through Cubic's Help Desk either via a Cubic notified phone or email. Cubic Help Desk operating hours twenty-four (24) hours each day. Any Incident and support requests logged outside the normal operating hours shall be responded during the following Business Day.

1.1.2 Cubic's Help Desk will provide technical and knowledge support to the Customer including:

- a) to log and record Incidents registered by the Customer through creation tickets in Cubic's service management tool;
- b) to escalate Incidents to relevant resolver groups and provide overall Incident management;
- c) to log and record service requests registered by the Customer in Cubic's service management tool;
- d) to assist the Customer with general enquiries in connection with the WisGo Services;
- e) Launch the RMA process

1.1.3 Cubic Help Desk will remain the overall owner of Incidents and will update Cubic's service management system on current status and activities carried out within each Incident. Cubic Help Desk will also be responsible for the tracking and closure of tickets within Cubic's Service Management System.

1.1.4 Where applicable any resolver groups will provide the Customer with:

- a) instructions on how to resolve the issue being experienced; and/or
- b) results of diagnostics and investigations with details on what actions will be carried out by Cubic to resolve the Incident; and/or
- c) the deployment of a workaround; and/or
- d) to notify the customer that the Incident is to be resolved through the release of software.

1.2 Software Maintenance Services

- 1.2.1 Any updates for the WisGo Service will be made available to the same extent the same is available to Contractor. Intentional downtime for system maintenance or upgrades may be scheduled as set forth in Section 1.2.2 below.
- 1.2.2 Scheduled maintenance of the WisGo Services may be scheduled during non-core business hours. Non-core business hours are defined as 12:00 am to 4:00 am (Pacific Time Zone). Cubic maintains a standing scheduled maintenance window of either 12:00 am – 4:00 am (Pacific Time Zone) or 2:00 am – 6:00 am (Pacific Time Zone) once a month on Sunday (“Scheduled Downtime”). Scheduled Downtime may be scheduled outside of the current once-a-month schedule by providing notification to Customer at least 24 hours in advance; this notification will be provided via the agreed upon communication protocol to designated support representatives.
- 1.2.3 Additionally, any downtime caused by factors outside of Contractor’s reasonable control do not factor in to the Monthly Uptime Percentage calculation, including any force majeure event, Internet service, cloud hosting, cellular or communications network provider availability outside of the WisGo platform, any downtime resulting from outages of third-party connections or utilities, and actions or inactions of the Customer (“Excluded Downtime”).

1.3 Configuration Services. Configuration Services consist of:

- 1.3.1 Configuration management and control.
- 1.3.2 Provision and maintenance of configuration Documentation.
- 1.3.3 Coordination and management of the configuration of the services in conjunction with the Customer.

1.4 Hardware Maintenance Services

- 1.4.1 Customer is responsible for all “first level” of support to address hardware defects in accordance with any maintenance instructions including but not limited to de-installation of faulty Equipment, replacement with a spare, and return of the faulty Equipment if needed.
- 1.4.2 Where Customer is unable to rectify and hardware fault, Customer may report to Cubic any hardware failure with the following information:
 - a) Date the Equipment defect was discovered,
 - b) Equipment type,
 - c) Equipment serial number,
 - d) Detailed description of the Equipment defect,
 - e) Detailed description of Customer first-level support steps taken to resolve the issue, and
 - f) A statement as to whether the Equipment repair should be covered under warranty
- 1.4.3 If the Equipment defect cannot be repaired remotely, Cubic shall provide a Return Merchandise Authorization Number (“RMA”) to Customer authorizing the return of faulty/defective Equipment to be repaired or replaced under warranty as per the Warranty and Extended Warranty clause below.
- 1.4.4 Customer shall be responsible for all costs of shipping repairs for Equipment not covered under a valid warranty, including Equipment returned with no fault found or with issues not covered by an applicable warranty. Cubic shall be responsible for all costs of shipping repaired or replaced units to Customer.
 - a) Unless otherwise agreed between the Parties during the implementation phase, the assumed RMA model will involve returning Equipment for warranty service directly to Cubic on being issued a RMA. Cubic will then ship replacement units and repaired units to designated equipment management location.
- 1.4.5 Cubic shall perform the following maintenance activities on all Equipment sent into Cubic for repair:

- a) Confirmation of whether the hardware is under warranty,
- b) Take receipt of equipment sent to Cubic and verify an RMA number was issued,
- c) Investigate the alleged Equipment defect,
- d) Perform any necessary repairs on the Equipment as applicable, and
- e) Test the Equipment to ensure it is in good working order in accordance with the Documentation

1.5 Warranty and Extended Warranty

- 1.5.1 Cubic proprietary Equipment, including the Access IS Platform Validator, and the Access IS VAL100, shall be covered by a one-year (1- year) warranty commencing from the date of first production use of such hardware as per Clause 6 of the Agreement ("Standard Warranty Period"). For Cubic proprietary equipment not intended for immediate production that is part of the use (such as spares or additional equipment orders), the date of first production use shall be deemed 3 months from the date of delivery.
- 1.5.2 All Cubic proprietary Equipment, including the Access IS Platform Validator, and the Access IS VAL100, shall be further covered by an Extended Warranty Period commencing from the end of the Standard Warranty Period for such period set out in Table 1 to this Exhibit C.
- 1.5.3 All other Equipment shall only be warranted to the extent there is an OEM warranty applicable, copies of which will be provided to Customer.
- 1.5.4 Cubic's warranty liability is limited to the repair or replacement of the defects not caused by misuse or abuse, normal wear and tear, or due to a failure to be maintained in accordance with the any written manuals, training materials or formal written maintenance instructions issued to Customer defined as defects in the materials and manufacturer's production of the product.
- 1.5.5 Warranty repairs may only be completed by Cubic.
- 1.5.6 Consumable parts including brackets, cables, batteries, and accessories are excluded from the warranty. Customer may purchase such parts from Cubic or a third party providing that Customer shall be responsible for costs of repairing any damage caused to the Equipment caused by the use of any non-conforming consumable part not purchased from Cubic.
- 1.5.7 Where the Parties identify a systemic issue suspected of impacting a high percentage of units of a particular equipment under warranty, the Parties shall discuss and agree in good faith a remediation plan that identifies commercially reasonable steps to remediate such issue. Any remediation steps above and beyond the warranty obligations under this agreement shall be at the discretion of Cubic.

1.6 Non-Warranty Repair

- 1.6.1 All Equipment sent into Cubic for repair not under warranty will still require an RMA prior to shipping and will be subject to Cubic's then current and published repair fees and policies. A minimum fee will be charged even if the device is found to have no fault or defect.
- 1.6.2 By submitting the non-warranty Equipment for repair, Customer agrees to pay Cubic's then current fees for parts, materials and labor needed for repairs.
- 1.6.3 Neither Contractor nor Cubic shall be under any obligation to perform non-Warranty repairs under this Section. Where no Return Merchandise Authorization is given, Cubic is not responsible for any unreceived, lost or misdirected Equipment.
- 1.7 Substitution. Equipment may be substituted or replaced at no cost to Customer with alternative Equipment at any time during the Term providing such Equipment shall provide at least the same functionality as the original Equipment.

1.8 Service Delivery Management

1.8.1 Cubic will assign a service delivery manager (“Service Delivery Manager”) to act as the primary person responsible for managing the service relationship between the Customer and Cubic under this Agreement.

1.8.2 The Service Delivery Manager has primary responsibility to:

- a) Track and manage to resolution configuration and other change requests in relation to the WisGo Services;
- b) Manage and resolve service delivery issues as an escalated point of contact;
- c) Meet regularly (monthly or as otherwise mutually agreed with the Customer) to review the Contractor’s service performance with the Customer; and
- d) Participate and support the Customer as commercially reasonably requested in long-term service planning discussions as it relates to the WisGo Services including interactions between the WisGo Services and other technology solutions procured by the Customer.

2 UMO SERVICE LEVELS

Cubic will use reasonable endeavors to achieve the target service level set out in this service level description. Cubic shall not be in breach of contract nor shall have any liability, to the Customer in the event the service levels are not met.

2.1 Umo Services Target Availability

The following availability targets apply to the WisGo Services Back-Office. For the purpose of this clause WisGo Services includes the Umo Pass Passenger Portal, other web-based user interface portals provided by the WisGo Services and centrally hosted elements of WisGo Services utilized by the Umo App connected to the Umo Pay Services.

Service Uptime target (see Measurements)	99.9%
--	-------

2.2 Severity Level Definition for Incidents

Incidents are classified as per the Severity Level 1 through 4 defined in the table below.

Severity Level	Severity Level Definition
Severity Level 1 – Critical (S1)	A widespread Incident impacting critical functions that produces a major business impact, including significant loss of revenue or expense; negative impact to many customers and/or internal Users; system-wide issue impacting devices or production applications; WisGo Services are operating at a seriously degraded level such that normal business operations cannot be conducted. Examples: The ability to process transaction or make product purchases are unavailable.
Severity Level 2 – Urgent (S2)	Incident produces substantial business impact with non-trivial loss of revenue or expense; substantial negative impact to multiple customers and/or Users; device or production application functionality is severely limited, or is experiencing continual or repeated Incidents; WisGo Services are operating at a degraded level such that normal business operations are severely impacted.

Severity Level	Severity Level Definition
	Examples: End Users are unable to access information in their accounts (such as, transaction history); critical reporting functions are unavailable or working incorrectly for Customer Users; WisGo Services response times are significantly degraded; route planning data returns wrong stop sequences
Severity Level 3 – Moderate (S3)	Incident produces limited business impact and negligible loss of revenue or expense; little negative impact to Users; Incident limited to a discrete component of production application functionality; work-arounds available allowing Users to circumvent or avoid the issue; WisGo Services are operating at a degraded level such that normal business operations are minimally impeded. Examples: Issues where there is a reasonable workaround available; inability to configuration change that is not time critical in nature; usability issues that severely degrade the User experience.
Severity Level 4 – Cosmetic (S4)	Incident produces little or no business impact with no loss of revenue or expense; little or no negative impact to Users. Incident limited to a discrete component of production application functionality and does not prevent business operations to function. Examples: spelling mistake; errors in documentation; minor usability issues; issues where there are easy to use workarounds available.

2.3 Target Service Levels for Incidents

This section describes the Service Levels that apply to Severity Level 1 through 4. When raising a potential Incident, the Customer shall provide a reasonable and clear description of the nature of the suspected Incident, how MTS operations are impacted, and any other information reasonably requested by Cubic to investigate and resolve the Incident. Resolution may include providing any of a permanent fix, roll-back, workaround temporary fix or temporary bypass of a failure. Where a temporary fix or work around reduces the severity of an Incident, resolution target times will be adjusted to the adjusted severity level.

2.3.1 Lodgment and response target service levels

Service Incident Target Response SLA				
Priority	Response Time	Service Window	Lodgment	Time Zone
S1	2 hours	24 x 7	Phone	CST
S2	4 hours	24 x 7	Phone or email	CST
S3	1 Business Day	08:00 to 18:00 Business Days	Email	CST
S4	5 Business Days	08:00 to 18:00 Business Days	Email	CST

2.3.2 Resolution

a) Umo Back-office Services

Service Incident Target Resolution Times SLA
--

Priority	Target Resolution Time	Resolution Window	Progress Updates
S1	4 hours	24 x 7	Yes
S2	24 hours	As reasonably required to meet target resolution times	Yes
S3	30 Business Days	Business hours commercially reasonable efforts Business hours	On request
S4	At Umo discretion		Release notes

b) Umo App – Incidents requiring a new app release or roll-back

Service Incident Target Resolution Times SLA			
Priority	Target Resolution Time	Resolution Window	Progress Updates
S1	24 hours	24 x 7	Yes
S2	48 hours	As reasonably required to meet target resolution times	Yes
S3	3 Business Days	Business hours	On request
S4	At Umo discretion	Business hours	Release notes

c) Devices Software – incidents related to Cubic developed and maintained device software

Service Incident Target Resolution Times SLA			
Priority	Target Resolution Time	Resolution Window	Progress Updates
S1	24 hours	24 x 7	Yes
S2	48 hours	24 x 7	Yes
S3	3 Business Days	Business hours	On request
S4	At Umo discretion	Business hours	Release notes

d) Third-party commercial-off-the shelf vendor software or applications

Target resolution and update availability is provided as per each respective third-party vendor's applicable commercial service agreements and support arrangements.

2.4 Exclusions

- 2.4.1 Target service levels do not apply to faults outside Cubic's control – for example a fault with the merchant acquiring solution impacting service functionality. Third-party service provider issues will be managed on a commercially reasonable efforts basis.
- 2.4.2 This exclusion does NOT apply to our Service Uptime target service levels as it relates to the use of public cloud services to host the WisGo Services, or where a public cloud services provider has a service issue impacting all services utilized by Cubic.

2.5 Measurements

Definition	Measurement
Response Time	The clock shall commence from the time that the Service Incident or Service Request is logged in Cubic's service management system and its associated unique reference number is advised to the Customer. The clock shall stop at the time that Cubic's resources commence investigation of actions. This shall be recorded within Cubic's service management system.
Resolution Time	The clock shall commence from the time that the Service Incident or Service Request is logged in Cubic's service management system and its associated unique reference number is advised to the Customer. The clock shall stop at the time that Cubic's resources contact the Customer either by telephone or by email to instruct the Customer on the steps to be taken by the Customer to resolve the Incident or at the time of issuance of a workaround; temporary fix; software release or patch to the Customer. For mobile applications or any software that require an application store approval process (for example Apple or Google approval), the incident is deemed resolved and the resolution time clock is stopped is defined at the time Cubic makes a new release available to the applicable app store for review. For device software, resolution time is defined as the time to make a new release available for distribution through the applicable device management solution.
Service Uptime	Back-office services uptime is measured through Cubic's monitoring systems as the number of minutes the back-office services are operating in any one calendar month divided by the number of minutes in the calendar month excluding any scheduled down-time. For the purpose of this measurement, operating means the back-office services are not impacted by a Severity 1 incident. A monthly Service Uptime report will be provided electronically within 10 Business Days of the end of each calendar month.

Exhibit D

General Customer Obligations

1 GENERAL

- 1.1 Provide general User customer support services for the WisGo Services including pass redemption, refunds, and instruction on use and troubleshooting common problems.
- 1.2 Provide basic maintenance for Equipment, such as daily cleaning of equipment and protection of equipment from damage and temperatures above or below reader tolerances specifications, if and as required in Equipment Documentation and training materials.
- 1.3 Implement and execute PCI-DSS practice as required by and applicable to the Customer as requested by Contractor as Merchant of Record. Contractor is responsible for providing PCI compliant validators, and the processing of transactions through its Merchant of Record. Customer is responsible for connectivity from its facilities and buses to the Merchant of Record, and any lost or mis-used data resulting from non-compliant connections reside with the Customer.
- 1.4 Permit Contractor and its subcontractor's reasonable access to Customer's buses, installation sites and to the premises in which Customer conducts its business and furnish to Cubic other information as Cubic may reasonably request for performance of the Services, each at mutually agreed upon times and locations.
- 1.5 Return malfunctioning readers for repair/replacement in accordance with the return maintenance authority processes as set forth in Exhibit C.
- 1.6 Unless specifically agreed otherwise in writing, provide and maintain the cellular data services required for the Equipment to communicate with the WisGo Services as contemplated by Section 4.9 of Exhibit A1.
- 1.7 Public relations and marketing in conformity with Agreement terms including Exhibit A1, Sec. 4.
- 1.8 Manage third-parties that the Customer sources or Customer partners that will integrate with the Services.
- 1.9 Responsible for validating WisGo Services readiness for revenue service.

Exhibit E

Fees

Unless otherwise specifically stated otherwise, all amounts are in USD and exclusive of taxes as further set out in Article 4 of this Agreement.

1 CAPITAL COSTS

1.1 The following fees are payable for the Implementation Services and Equipment ("Capital Costs")

Wausau Implementation of WisGo System				
As of 4/16/2026				
Description	Per Unit	Qty	Extended Price	Assumptions
Startup				
Validators*	\$ 2,500.00	24	\$ 60,000.00	24 buses
Validator mount	\$ 160.00	24	\$ 3,840.00	24 buses
Validator installation kit	\$ 210.00	24	\$ 5,040.00	24 buses
Validators, spares	\$ 2,500.00	3	\$ 7,500.00	Recommended spare ratio (2) + Training (1)
Validator Installation service, per Unit	\$ -	-	\$ -	UMO to provide estimate if needed
Antenna	\$ 290.00	-	\$ -	Determine if needed on bus
Modem	\$ 560.00	-	\$ -	Determine if needed on bus
Implementation Fee	\$ 10,000.00	1	\$ 10,000.00	
WisGo Smart cards	\$ 3.00	7,500	\$ 22,500.00	initial stock*card price varies based on current tariffs
WisGo paper tokens	\$ 0.04	4,000	\$ 160.00	initial stock
Zebra Printer ZXP Series 7 & supplies	\$ 4,000.00	-	\$ -	<i>optional</i>
Validator desktop stand	\$ 300.00	2	\$ 600.00	<i>optional, recommended for training</i>
Total Startup Costs			\$ 109,640.00	
* Validator requires a modem that makes a GPS signal available, has a free ethernet port, and has been integrated previously with Umo.				
Ongoing Maintenance - Annual costs				
Per Transaction fee*** (estimate)	\$ 0.035	200,000	\$ 7,000.00	400,000 rides annually x 50% adoption
Open Payment fee per transaction (estimate)	\$ 0.010	10,000	\$ 100.00	5% of electronic taps as Open Payment
System Maintenance Fee per validator per year	\$ 715.00	24	\$ 17,160.00	24 buses
InComm Fees on reloading value	3.5%		TBD	billed as incurred
Credit Card fees billed as incurred**	varies		TBD	billed as incurred
Internet access			TBD	client responsibility
Total Year 1 Operating costs			\$ 24,260.00	
Total costs of first year install and operations			\$ 133,900.00	
** Credit card fees will also be billed as incurred through the Merchant of Record for MCTS, currently FirstData.				
*** Per validator tap which equates to per passenger. Depends on adoption rate of mobile app and smartcard.				

1.2 Contractor shall be entitled to invoice the Customer for the milestone-based Capital Costs on providing reasonable documentation to Customer to demonstrate completion of the following milestones:

1.2.1 30% upon contract signing; 50% upon delivery of validators; 20% upon system acceptance.

1.3 Fare Media shall be invoiceable and payable on delivery.

2 UMO SERVICES TRANSACTION, SUPPORT AND MAINTENANCE FEES

2.1 The following fees shall be payable on the Customer first utilizing the WisGo Services for commercial purposes:

2.1.1 A **“Fixed Support And Maintenance Fee”** of \$715 per year per validator

2.1.2 **“Transaction Fees”**:

- a) Transaction Fees are calculated as \$0.035 per Billable Transaction. Transaction Fees are calculated based on the **“Billable Transactions”** in the calendar month being invoiced. A Billable Transaction is defined as an electronically recorded boarding utilizing the WisGo Services.
- b) A monthly minimum Transaction Fee of \$0 applies (**“Monthly Minimum Transaction Fee”**). If in any one calendar month, the Transaction Fees as calculated on a per transaction basis above are less than the Monthly Minimum Transaction Fee, the Monthly Minimum Transaction Fee is charged instead.

2.2 Fees in this Clause 2 are invoiced monthly in arrears.

3 OPEN PAYMENTS (CONTACTLESS EMV ACCEPTANCE)

3.1 Open Payments will be enabled by Cubic within 12 months of services launch.

3.2 The following fees shall be payable on the Customer first utilizing the Open Payments feature for production purposes:

3.2.1 An Open Payments End-point Fee of \$0 per Validator (Bus or Station) per year.

3.2.2 An Open Payments Transaction Fee of \$0.01 per tap performed at a Validator using a contactless EMV payment card. This fee is in addition to the Transaction Fees.

3.3 Fees in this Clause 3 are invoiced monthly in arrears.

4 OTHER RECURRING FEES

4.1 As Contractor will remain the Merchant of Record on the WisGo application, all credit card fees will be paid by Contractor and passed through to Customer, without markup, on a monthly basis as a billable expense or a reduction in Customer revenue earned.

5 CARD ENCODING

5.1 A Card Encoding Fee of \$0.23 shall apply per Card encoded by Cubic subject to the minimum batch being 5,000 Cards. This fee is inclusive of shipping the encoded cards to a Customer designated location in the United States. It assumes under this scenario that the Customer is responsible for the purchasing cost, import duties (if applicable) and shipping costs of Cards to Cubic’s encoding facility in the United States.

5.2 Card Encoding Fees shall be invoiced and payable upon Cubic shipping the Cards to the Customer’s designated location following encoding.

6 ADDITIONAL EQUIPMENT

6.1 The Customer may procure Equipment under this Agreement, in addition to the quantities in the initial equipment order set-out in Clause 1.

6.2 The following table sets-out the pricing for additional Contractor Equipment as of the Effective Date:

Item	Reference Price
Mobile Validator 3	Available on quoted basis
Cubic Platform Validator	Not applicable

- 6.3 The reference pricing includes 1-year warranty, Cubic overhead, general and admin expenses, handling and margin. It excludes shipping and installation.
- 6.4 Pricing and lead Times. Additional equipment or services pricing and lead times are subject to change and will be confirmed by means of a quote for each additional order requested by the Customer. Lead times will be confirmed at time of quote.

7 ADDITIONAL FARE MEDIA

- 7.1 As of the Effective Date, the following reference pricing applies to additional orders of Fare Media procured by Cubic on behalf of the MTS in addition to the Fare Media included in Clause 1.1

Item	Price
Card purchased and encoded by Cubic	\$2 per additional card. Minimum order of 5,000 cards.
Paper Tokens	\$.04 per Paper Token. Minimum order of 1,000 Paper Tokens.

- 7.2 Card pricing assumes 2 pantone color design and excludes any special packaging. Pricing is inclusive of card encoding.
- 7.3 Pricing and lead Times. Additional fare media pricing is subject to change and will be confirmed by means of a quote taking into account then prevailing cards costs, card design and packaging requirements. Lead times will be confirmed at time of quote.

8 FEES ESCALATION AND INDEXATION

- 8.1 The following fees will automatically increase by 3% per year on the anniversary date of the WisGo Services first being utilized for production purposes.

Fixed Support And Maintenance Fee
Open Payments End-point Fee
Point Of Sale Support And Maintenance Fee
Card Encoding Fee

9 PAYMENTS TO CUSTOMER FOR UMO REWARDS – NOT APPLICABLE

10 CHANGE ORDERS

- 10.1 If Customer wishes to order any additional Equipment, then the pricing for such order shall be quoted by Cubic at current rates. The additional requirement including the schedule for implementation shall be documented in a change order to be executed between the Parties. Contractor shall have no obligation to provide any such Services prior to execution of that change order.
- 10.2 Where the Parties mutually agree other changes to the Services provided under this Agreement, such changes, including any agreed changes to the Fees, schedule or scope, will be documented in the form of a written change order signed by both Parties in accordance with Clause 18 of the Agreement.
- 10.3 The Fees set out in this Exhibit E and the schedule set out in Exhibit B (Implementation Services) are based on Customer's performance of its obligations in this Agreement and the assumptions set out in this Agreement. To the extent that Customer fails to perform these obligations in accordance with the agreed timeframes, or these assumptions are incorrect, Contractor will promptly notify Customer, and the Parties

will work to implement any changes schedule and price shall be adjusted in accordance with Clause 7.1.2 of the Agreement.

11 TERMINATION FEE

- 11.1 If Customer terminates the Agreement in accordance with Section 11.4 of the Agreement, the following Fees shall be payable to Contractor on the termination date (the "Termination Fee"):
- 11.2 Payment in full for the cost for any Services performed or Equipment supplied or ordered prior to the date of termination that have not already been paid for.
 - 11.2.1 Breakage costs related to early termination of any subcontract or supplier agreements including any committed costs.
 - 11.2.2 Reasonable and demonstrable demobilization costs including any related to subcontracted or outsourced personnel.
 - 11.2.3 Any costs related to any transition services required including but not limited to the Transition Services set out in Exhibit A5.
 - 11.2.4 For the initial Term of the Agreement, the Customer will pay the 20% of the Operations and Maintenance Fees remaining for the Term from when the Agreement was terminated for convenience. For any subsequent extensions, the Customer will pay 10% of any fees that would have been payable for the remainder of the contract Term had the Agreement not been terminated for convenience
 - 11.2.5 Contractor shall be entitled to include direct costs, overheads, indirect costs allocation and a reasonable level of profit in any claim for costs.

EXHIBIT G

SECURITY

Contractor shall source the WisGo Services in accordance with the following security policies:

- a) Contractors Compliance Matrix Sec 2.6 (copy below)
- b) Cubic's Acceptable Use of Technology Policy
- c) Cubic's Mobile Device Policy
- d) Cubic's Information Security Manual

The foregoing policies as provided to Customer prior to the Effective Date are incorporated into this Agreement with this reference. Contractor will provide annual copies of the foregoing policies to Customer on an annual basis. Contractor may modify and update the foregoing policies, provided such modification or update does not materially decrease any security referenced in the foregoing policies.

Contractors Compliance Matrix Sec 2.6:

Requirements	
2.6	Information Technology
2.6.1	Information Security Requirements
2.6.1.1	Contractor and all applicable Contractor-supplied systems and equipment shall comply at all times with at least the following information security standards and policies, for the duration of the contract:
2.6.1.1.a	a. Payment Card Industries (PCI) Data Security Standards (DSS); and
2.6.1.1.b	b. Payment Applications (PA) DSS as applicable.
2.6.1.2	All supplied applications shall support role-based security.
2.6.1.3	All supplied applications shall provide secure data exchange via transport layer security / secure socket layer protocol.
2.6.1.4	All supplied applications shall be digitally certified using common certification authorities.
2.6.1.5	Contractor shall track and monitor all access and attempted access, including suspected threats, to network resources, field devices, applications, and cardholder data.
2.6.1.6	Any vulnerabilities or exploits discovered by Contractor or others must be reported to MTS within a reasonable timeframe, after initial analysis is complete, with a proposed mitigation strategy.
2.6.1.7	All application security shall be provided in accordance with best practices identified in the National Institute of Standards and Technology Cybersecurity Framework or an equivalent alternative published standard from a recognized security-standards body, if approved by MTS.
2.6.2	not applicable
2.6.3	Usability and User Interface Requirements
2.6.3.1	Contractor shall design, develop, and implement all user-facing applications and interfaces using a human-centered, user experience based approach.
2.6.3.2	All user interfaces shall comply with the current guidelines per ADA and ADA Accessibility Guidelines at the time of deployment.
2.6.3.3	All public web (Passenger Portal) and mobile functionality (Umo App) shall comply with the W3C Web Content Accessibility Guidelines (WCAG) and Section 508 of the ADA. The web and mobile interface shall be accessible via common screen reader software or other accessibility method.
2.6.3.4	All user interfaces shall have searchable online help features.
2.6.4	Test Environment Requirements
2.6.4.1	Contractor shall provide access to a test environment that provides a duplicate copy of the central system where software updates and configuration changes can be tested. Access to the back-office test environment will be a shared environment (multi-tenant) in the manner of the main solution.
2.6.4.2	Access to a back-office test environment materially representative of the production environment will be provided. Passenger personal identifiable information will be anonymized in the test environment. Test environment may at times lead the production environment.
2.6.4.3	The test environment shall enable MTS to test transactions and fare payment business rule changes.

Exhibit H

Required Federal Terms

U.S. GOVERNMENT REQUIRED CLAUSES

- 1 Federal Terms and Conditions: This Agreement is subject to a financial assistance contract between Customer and the United States of America (hereinafter "Federal Government"), acting through the Department of Transportation (hereinafter "U.S. DOT"), and Federal Transit Administration (hereinafter "FTA"). Contractor agrees that it must comply with all applicable FTA regulations, policies, procedures and directives. The terms and conditions applicable to this contract are entitled MTS's PO Terms for Professional Services and Purchase of Materials/Supplies using Federal Funds and are posted at www.ridemcts.com/business-partners
- 1.1 If there is an inconsistency between any of the provisions in the main body of this Agreement and the Exhibits, the provisions in the main body of this Agreement shall prevail.

TRANSIT COMMISSION MINUTES

Date and Time: The Transit Commission met on Thursday June 18th, 2026 at 4:45 P.M. at Wausau City Hall, 407 Grant St., Wausau, WI.

Members Present: Kristin Slonski, Carol Lukens, Christopher Weems, Sarah Watson

Members Excused: N/A

Also Present: Ron Schuenke (Metro Ride)

In accordance with Chapter 19 of the Wisconsin Statutes, notice of this meeting was posted and sent to the Wausau Daily Herald in the proper manner. The meeting was called to order at 4:45 pm by Kristin Slonski after noting a quorum was present.

Call Meeting to Order: 4:47 p.m.

Public Comment

Kathy Zoern – 915 N. 2nd Ave Kathy states she was advised by Mayor Diny that her term was taken from her – she has written a letter that she reads to the commission outlining why she believes she should still be on the committee asking for instructions on how to appeal Mayor Diny's determination.

Deb Ryan – 702 Elm St Present to advocate for Kathy Zoern – claims the city clerk over stepped his boundaries and is asking for it to be corrected.

Approval of Minutes – From April 16th 2026

Move to Approve: Weems 2nd: Watson Passes Unanimously

Discussion and possible action:

- a. WisGo electronic fare contract.

Middle of technology upgrade – currently riders need to pay cash and have exact change or a pass. MetroRide has done investigative work and sites that the Milwaukee system has a program that many Wisconsin transit are going to called WisGo Fare collection system. Schuenke states that he believes this is the best option. He goes on to state there is a cost involved and says that our fare have not increased in a number of years. The additional cost is an annual fee of \$24,260. A fare increase will not cover that complete cost but it will cover the city's portion. Our grant will cover this cost and the \$133,900 start-up cost. This will change our current fare system and raise fares. There will no longer be passes and there will be a fare cap on the App that is used. Schuenke asks for the go ahead to take this to the finance committee for approval. Lukens and Slonski echo that this system will be very nice. Slonski asks if fares would still be raised regardless of this and Schuenke confirms that in order to continue to operate, they would be. Watson asks if there will be a discount for seniors and it is confirmed that there will be. Watson asks if all data for payments and bus locations will be in the same application, it will be in two separate programs. Weems asks if the students will use tickets and Schuenke says the goal will be to have cards for the kids but there will be a transition period.

Move to Approve:

Motion: Weems 2nd: Lukens

Vote: Pass Unanimously

b. Wings over Wausau -Bus Barrier

Looking for permission to work with this organization. They are looking to fill 500 feet of space with empty buses and Schuenke states that utility or shop workers would be driving these to and from location and there would be no additional cost involved in getting them to the airport. The goal is to block a portion of the event from the community as a safety barrier.

Move to Approve:

Motion: Lukens

2nd: Weems

Vote: Pass Unanimously

Directors Report on Transit Operations:

a. Technology Update:

CAD/AVL technology – currently staff is going through training (3-4 sessions every week) and going through maps to make sure the system is updated. The new technology will not go live until all the new buses arrive – somewhere around October- December timeframe. They will begin installing in our current fleet next month. Once everything is in place then the new technology will go live all at once.

The scheduling software will go live first and it will help our staff in driver scheduling. A gentleman out of the Chicago transit area will be helping with the system and making suggestions on recognized need for improvements.

b. Feasibility Study Update:

Schuenke states he has met with the architect twice now and saw a small portion of the plans. There are some challenges – an example is the storm water this year in that our current facility floods every time it rains because of how it sits so low. We are having a hard time finding enough land within the city should a determination be made that would justify that we would have to move. Eric from DPW has been a big help in working with those challenges.

c. A Deputy Director has been hired, and she will be starting on July 6th.

Meeting Adjournment:

Motion: Weems

2nd: Watson

Meeting adjourned at 5:16 p.m.

Respectfully submitted,

Kristin Slonski



Wausau Police Department

515 Grand Ave

Wausau, WI 54403

Ph. 715-261-7800

To: Committee of the Whole
From: Matthew Barnes, Chief of Police
Date: July 8, 2026
Subject: Approving a needs assessment, construction budget, and related budget modification regarding the relocation of the Wausau Police Department to the available UW Stevens Point Marathon Campus and converting the existing police department to Central Fire.

Purpose

The purpose of this report is to provide the Committee of the Whole with a comprehensive overview of the opportunity presented by Marathon County's Request for Proposals (RFP) for the redevelopment of the former UWSP–Wausau campus. The report outlines the operational, fiscal, strategic, and community partnership considerations associated with evaluating the campus as a potential new location for the Wausau Police Department (WPD), and potentially co-locating Wausau Fire Department's Central Fire Station (Fire Station One). This report also seeks direction from Council on whether to pursue detailed feasibility assessments and prepare an official submission in response to the County's RFP.

Background

Marathon County has issued a redevelopment RFP for the former University of Wisconsin–Stevens Point at Wausau campus, located at 518 S. 7th Avenue. The campus comprises multiple buildings, including the large North/South Hall, the Fieldhouse, dormitories, arts buildings, and other auxiliary structures. With UWSP consolidating operations elsewhere, substantial portions of the campus will become available for adaptive reuse.

The Wausau Police Department conducted a site visit of the campus and identified significant potential for relocation. Unlike traditional facility planning driven by immediate space shortages, this exploration is driven by a unique convergence of opportunities:

1. **The need to replace or significantly renovate Fire Station One**, currently estimated at \$28 million for new construction.
2. **The ability to repurpose the existing Wausau Police Department building into a modern fire station**, thereby avoiding duplication of major capital facilities.
3. **The availability of a large, well-maintained public facility** capable of accommodating the Police Department, with the potential for partnership uses that generate revenue and reduce long-term costs.

Marathon County has indicated it is open to considering proposals that encompass the entire campus, multiple buildings, or a phased redevelopment approach. Early expressions of interest from community stakeholders further suggest viable opportunities for shared use, co-location, and collaborative agreements. Based on preliminary discussions with Marathon County, we would anticipate offering **one dollar** for the property.

Current Conditions and Limitations

Wausau Police Department

Although the current police facility continues to support core operations, it has reached practical capacity. Numerous spaces have been repurposed to address emerging needs:

- Closets have been converted into offices
- The former file room now houses six detective workstations
- Booking/OWI processing space has been converted into an evidence processing lab
- A bathroom has been converted for use as a vented drug-testing area

These adaptations reflect both staff growth and changes in policing practices (e.g., expanded forensic work, enhanced evidence standards, growth in specialized units). The current building cannot be expanded in a cost-effective manner without disrupting operations and triggering additional upgrades.

Wausau Fire Department – Central Fire Station

The Fire Department’s primary station (Station One) is obsolete by modern fire service standards. Apparatus bay dimensions, ventilation systems, living quarters, and mechanical systems all require replacement or substantial renovation. A new station is estimated at \$28 million. Co-locating Fire Station One into the existing WPD building after police relocation could avoid some of this cost through adaptive reuse, reducing land acquisition needs and leveraging existing core infrastructure.

Opportunity Presented by the UWSP–Wausau Campus

Facility Capacity and Suitability

The North/South Hall alone offers more square footage than the Police Department would utilize even in a 30–50-year planning horizon. The building contains numerous classrooms, labs, offices, conference rooms, large lecture halls, an auditorium, and specialized instructional spaces. Key attributes include:

- Recently completed major maintenance projects
- Functional HVAC systems and updated infrastructure
- Multiple mechanical, electrical, and storage spaces suitable for evidence operations, training rooms, IT, specialty units, and administrative divisions
- Significant parking
- Multiple controlled-access points suitable for public-facing and secured operational zones

A relocation to this facility would represent a generational improvement in operational efficiency, training capability, and public service capacity.

Potential for Co-Located or Partner Uses

The Chief has been in communication with the Wausau School District Superintendent regarding leasing the south half of North/South Hall for district administrative offices. The district’s existing Longfellow building does not meet long-term needs, and the District has expressed interest in co-location.

Shared occupancy would offer:

- Lease revenue to offset maintenance and utility costs

- Strengthened partnerships between WPD and the School District
- Opportunities for coordinated youth programming, training, and improved communication

Other existing campus leaseholders could potentially remain or transition into new agreements depending on the redevelopment plan.

Evidence Storage Consolidation

WPD currently stores evidence across multiple facilities: the Industrial Park and Department of Public Works. Inclusion of the Fieldhouse in a redevelopment proposal could allow for consolidation of all evidence operations—including long-term, high-volume, and environmentally sensitive items—into a single secure structure. This consolidation may create an opportunity to **divest from existing external storage facilities**, generating long-term savings.

Additional Land and Redevelopment Potential

The campus footprint includes dormitory buildings and arts buildings south of the Fieldhouse. These areas could support future City redevelopment initiatives, additional municipal services, private development partnerships, or public-private mixed-use concepts. The city’s long-term strategic planning efforts could incorporate these spaces for economic development, housing, training facilities, or other municipal functions.

Financial and Operational Considerations

Increased Maintenance and Utility Costs

A larger building would inherently increase operational costs. However, several offsetting factors exist:

- Lease revenue from partner agencies
- Potential sale of the existing police facility
- Potential elimination of the need for a newly built \$28 million central fire station
- Reduction in long-term deferred maintenance liability across multiple City facilities
- Ability to utilize newer, more efficient building systems already in place at North/South Hall

A detailed cost assessment is required to quantify these impacts.

Unknowns Requiring Professional Assessment

Although the campus appears to be in strong condition, several major unknowns must be professionally evaluated:

- Future capital maintenance requirements
- Total renovation costs to convert North/South Hall for police operations
- Renovation costs to convert the current WPD facility for fire operations
- Comparative lifecycle savings between this option and constructing a new fire station
- Impacts of separating or redesigning the campus mechanical systems
- Requirements to isolate secured law enforcement areas
- Timeline implications relative to other city capital projects

These unknowns require expert architectural and engineering analysis.

Professional Consultations and Cost Estimates

The Chief has consulted with:

FGM Architects

FGM specializes in public safety facilities and has provided an estimated cost of **\$25,000** to conduct a comprehensive needs assessment, facility evaluation, and renovation cost estimate for converting North/South Hall into a modern police headquarters.

Five Bugles Design

Five Bugles, a recognized expert in fire station planning and design, would conduct a parallel assessment of:

- Renovating the current police station into a fire station
- Modernizing the existing bays to NFPA standards
- Estimating total project costs

Their assessment cost is pending but expected to be approximately **\$10,000** to **\$15,000**.

Together, these studies will provide the City with the data required to make a fiscally responsible decision.

Recommendation

Given the potential long-term operational, financial, and strategic benefits to the City, the following actions are recommended:

1. **Approve a budget modification** to fund feasibility studies by FGM Architects and Five Bugles Design.
2. **Direct City staff** to prepare a formal response to Marathon County's RFP expressing the City's interest and outlining the City's preliminary redevelopment concept.
3. **Authorize the Police and Fire Departments**, in coordination with the Mayor's Office and Public Works, to begin collecting detailed needs assessments and operational planning data to support the feasibility studies.
4. **Continue discussions with the Wausau School District** and other stakeholders regarding potential co-location, long-term lease arrangements, and shared facility programming.
5. **Evaluate the consolidation of evidence storage** and opportunities for the sale or repurposing of existing City storage sites.
6. **Ensure that the findings of the feasibility studies are presented to the Committee of the Whole and Common Council** upon completion, along with updated cost models and recommendations for next steps.

Conclusion

The former UWSP–Wausau campus presents an extraordinary opportunity to modernize and consolidate critical municipal public safety services in a way that may substantially reduce long-term capital burden, improve operational efficiency, and strengthen community partnerships.

Relocating the Police Department to North/South Hall—paired with repurposing the existing WPD building into a modernized Fire Station One—has the potential to address multiple longstanding facility challenges simultaneously. This transformational concept warrants thorough professional evaluation. The recommended

feasibility studies are necessary to determine whether this unique opportunity is in the City's best financial and operational interest.

Staff respectfully requests approval to proceed with the next steps outlined in this report.



MEMO

TO: Finance Committee
FROM: Randy Fifrick, Development Director
DATE: 07/23/2026
RE: Budget Modification Request – UWSP Campus Public Safety Feasibility Assessments

Budget Modification Request

Staff requests approval of a budget modification of \$50,000, to be taken from general reserves, to fund:

- Police Department feasibility study to move to North/South Hall
- Fire Department feasibility study for renovating the current Police Department building into a fire station
- Any additional professional or incidental costs required to complete the assessments on other parts of the proposed site.

Purpose

The purpose of this staff report is to request approval of a budget modification to fund professional feasibility assessments needed to support the City's response to Marathon County's Request for Proposals (RFP) for the redevelopment of the former UW–Stevens Point at Wausau campus. This budget modification will allow the City to submit a credible, complete, and competitive proposal to the County and will ensure the City can move efficiently should our RFP submission be selected.

To demonstrate the City's commitment to moving forward, and to avoid delays if the City is selected, it is important that these budget modifications be approved prior to submission of the City's RFP response. These funds would only be used if the City is selected by the County to move forward with due diligence on the project.

Background

The City is evaluating the opportunity to relocate the Wausau Police Department (WPD) to North/South Hall on the Marathon Campus and repurpose the existing Police Department facility into a modernized Central Fire Station. This strategy would avoid constructing a new \$28 million fire station and leverage existing campus facilities in a cost-effective way.

A thorough feasibility evaluation is necessary to responsibly assess renovation costs, operational impacts, long-term financial implications, engineering needs, and logistical considerations associated with both components of this project.

Professional Consultations and Cost Estimates

As documented in the Police Chief's Staff Report that was presented to the Committee of the Whole on July 13, 2026:

FGM Architects

FGM, a public-safety facility specialist, provided an estimated cost of **\$25,000** for:

- A comprehensive needs assessment
- Facility evaluation of North/South Hall
- Renovation cost estimates for converting the building into a modern police headquarters

Five Bugles Design

Five Bugles, experts in fire station planning and design, will evaluate:

- Renovating the current WPD building into a fire station
- Updating apparatus bays to NFPA standards
- Total project cost estimates

Their assessment cost is pending but expected to be **\$10,000 to \$15,000**.

Combined, these studies will provide the data needed for the City to make a fiscally responsible decision on relocation of public safety facilities.

This allocation is set at \$50,000 to ensure full funding is available regardless of final consultant costs and to avoid returning for additional appropriations mid-process.

Rationale for Budget Modification

- Approving funding prior to submission demonstrates commitment and seriousness.
- This enables staff to begin work immediately should the City be selected.
- Delay in funding would significantly slow the project and undermine the City's competitiveness.

Recommendation

Staff recommends: **Approving a \$50,000 budget modification from general reserves** to fund the feasibility studies.