

ATTACHMENT OCF
(Owner-Contractor Contract Form)

Taxicab Technology Enhancements Agreement

By and between

[Owner]

and

[Contractor]

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THIS TAXICAB TECHNOLOGY ENHANCEMENTS AGREEMENT, ("Agreement"), is made and entered into as of the [] day of [], 2006, by and between [Owner's Name], a [New York, or other state] corporation with offices at [Insert Address], New York, New York [XXX] ("Owner"), for itself and as contracting agent for its Affiliates purchasing (or leasing) products and services hereunder, and Contractor [Contractor's Name] with offices at [Insert Contractor's address] ("Contractor").

1 BACKGROUND

Owner wishes to contract with Contractor to obtain certain services and equipment and Contractor wishes to provide such products and services to Owner. The Parties acknowledge that Owner is relying on Contractor's provision of such equipment and services in order for Owner to comply with certain rules and obligations established by the TLC. In consideration of the mutual promises and covenants contained in this Agreement, both Parties agree to the following:

2 DEFINITIONS

Whenever used in this Agreement, the words and phrases listed in Exhibit GL (Glossary) shall have the meanings given to them in Exhibit GL (Glossary). Capitalized terms not defined in Exhibit GL (Glossary) shall have the meanings ascribed to them elsewhere in this Agreement.

3 PURPOSE, ORGANIZATION AND CONSTRUCTION

3.1 Purpose

Pursuant to directives, rules and regulations established by the TLC, Owner is required to obtain certain taxicab technology enhancements. Owner and Contractor have entered into this Agreement to enable Owner (either directly or through a Medallion Agent) to obtain such technology enhancements from Contractor. In order to comply with the TLC's taxicab technology enhancement directives, rules and regulations, Owner will rely on Contractor to provide, manage and maintain the Services and Taxicab Systems ordered hereunder.

3.2 Exhibits

The following Exhibits are incorporated expressly into this Agreement and further define the Services, the Taxicab System and the rights and responsibilities of the Parties:

EXHIBIT LIST	
EXHIBIT AV	Acceptance Verification Form
EXHIBIT DS	Description of Services
EXHIBIT GL	Glossary
EXHIBIT OF	Order Form
EXHIBIT MA	Merchant Agreement(s)
EXHIBIT RC	Rates and Charges
EXHIBIT SW	Third-Party COTS Software (if any)

3.3 Interpretation

To the extent that the terms and conditions of this Agreement do not address a particular circumstance or are otherwise unclear or ambiguous, such terms and conditions are to

be interpreted and construed consistent with the provisions of this Section 3. If there is any inconsistency between terms of this Master Agreement and any of the Exhibits or other documents referenced in this Agreement (whether such documents are created before or after the execution of this Master Agreement) the terms of this Master Agreement shall control.

3.4 Legacy Agreements

- 3.4.1 The Parties acknowledge and agree that the terms and conditions in this Agreement shall supersede and replace any and all terms and conditions in prior agreements by and between Owner (or Medallion Agent) and Contractor (or any Contractor Agent) (the "Legacy Agreements") to the extent (a) such agreements relate to products or the delivery of any services in use in any Taxicab that are similar to all or any portion of the Services or the Taxicab System ordered under this Agreement for such Taxicab (the "Legacy Taxicab Services") and (b) enforcement of any rights Contractor (or any Contractor Agent) may have under the Legacy Agreements may result in the imposition of costs, fees, burdens or other liabilities on Owner (or Medallion Agent) upon the purchase or use of the Services or Taxicab System. The supersession and replacement of the Legacy Agreements shall not give rise to any termination, cancellation or discontinuance related charges of any kind. Notwithstanding any provisions in this Section 3.4 to the contrary, the terms and conditions of the Legacy Agreements shall govern any rights and obligations related to the Legacy Taxicab Services to the extent such rights and obligations (i) arise out of transactions or events that occur before the Effective Date, (ii) arise out of the use, operation or maintenance of Legacy Taxicab Services in any Taxicab prior to the removal or discontinuance of Legacy Taxicab Services in such Taxicab, or (iii) apply exclusively to Taxicab exterior advertising, provided that the enforcement of such rights or the performance of such obligations shall not encumber, impair, burden, or otherwise affect Owner's ability to use, make available or obtain benefits from PIM advertisements (or any other PIM content). Examples of Legacy Agreements include any agreements that (i) impose costs, fees, burdens or other liabilities of any kind on Owner (or Medallion Agent) if Owner ceases using products or services provided under the Legacy Agreement that are similar to all or a portion of the Taxicab System (e.g., an Owner removes its existing credit card readers and discontinues associated services) or (ii) impose costs, fees, burdens, or other liabilities of any kind on Owner (or Medallion Agent) if it accepts advertising or receives advertising revenue from PIM advertisements supplied by Contractor (or any Contractor Agent).
- 3.4.2 As part of the Installation Services, Contractor shall (at no additional cost) remove and discontinue all Legacy Taxicab Services in use in any Taxicab for which a Taxicab System is ordered under this Agreement on the Actual Installation Date of such Taxicab System unless the Parties agree to reuse the Legacy Taxicab Services and incorporate them in the Taxicab System.
- 3.4.3 Except to the extent modified by the waiver set forth in Section 17.2.4.2 of the TLC-Contractor Agreement or superseded (if applicable) under this Section 3.4, the terms and conditions contained in the Legacy Agreements shall remain in full force and effect.

3.5 Medallion Agents

Owner may, pursuant to the TLC's rules, regulations and directives, authorize a Medallion Agent to act on behalf of Owner. Notwithstanding any provisions herein to the contrary, a Medallion Agent may, on behalf of Owner, enforce any of Owner's rights, and perform any of Owner's duties or obligations under this Agreement.

4 TAXICAB SYSTEMS

4.1 Purchases and Leases

- 4.1.1 Pursuant to Orders made in accordance with this Agreement, Contractor agrees to sell, rent or, lease (as applicable under Exhibit RC (Rates and Charges)) to Owner, and Owner agrees to purchase, lease or rent (as applicable) the Taxicab Systems set forth in such Orders at the applicable Rates and Charges. Orders for Taxicab Systems shall be made pursuant to Section 4.2 (Orders) using the Order form set forth in Exhibit OF (Order Form). The Hardware and Software available for purchase, rent or lease by Owner as part of the Taxicab System are identified and described in Exhibit RC (Rates and Charges).
- 4.1.2 If the Parties agree to enter into a lease for any particular Hardware (a "Lease"), each such Hardware shall be identified as leased Hardware in the applicable Order. The term of each Lease shall begin on the Acceptance Date of the applicable Taxicab System and shall end the earlier of (a) the lease term (if any) set forth in the Order, (b) expiration or earlier termination of this Agreement or (c) the date that Maintenance Service for the applicable Taxicab System is discontinued pursuant to Section 5.2.4.
- 4.1.3 If the Parties agree that Hardware will be provided on a rental basis (whether bundled with the recurring charges for the Services or separately priced under Exhibit RC (Rates and Charges)), the rented Hardware and the monthly rental fee (if separately delineated under Exhibit RC (Rates and Charges)) shall be identified in the applicable Order. The term of each rental period for any such Hardware shall begin on the Acceptance Date of the applicable Taxicab System and shall end the earlier of (a) the expiration or earlier termination of this Agreement or (b) the date that Maintenance Service for the applicable Taxicab System is discontinued as permitted hereunder.

4.2 Orders

- 4.2.1 During the Ramp-Up Period or at any time during the Term when Owner notifies Contractor of Owner's intent to place Orders, Contractor shall consult with Owner to assess Owner's purchase objectives under this Agreement. Contractor shall prepare one (1) or more proposed Orders in accordance with this Agreement based on the results of the consultation with Owner and shall present such proposed Order(s) to Owner for its review and approval. Each Order for a Taxicab System shall include, as applicable, a description of the applicable Taxicab System, the Rates and Charges (including installation charges to the extent applicable under Exhibit RC (Rates and Charges)) for such Taxicab System(s), the Medallion number for the Taxicab in which such Taxicab System is to be installed, any Optional Services purchased by Owner, and the Scheduled Installation Date(s) for each Taxicab System ordered. In no event shall the Rates and Charges in any Order exceed the List Prices. If Owner, in its sole discretion, approves such Order, (a) Contractor and Owner shall sign the Order, and (b) Contractor shall provide the Taxicab System(s) and Optional Services (if

any) designated in such Order in accordance with this Agreement. In no event may the terms and conditions in any Order amend or modify the terms and conditions of this Master Agreement or any of its Exhibits; *provided, however, that* Orders may implement Rates and Charges that are less than the List Prices.

4.2.2 Owner may, for its convenience, cancel installation of any Taxicab System or System Component listed in an Order any time prior to the Scheduled Installation Date by providing notice to Contractor. If Owner submits a cancellation notice pursuant to this Section 4.2.2 within five (5) days following the date that such Order was placed, Owner shall pay Contractor, as liquidated damages and Contractor's sole and exclusive remedy, a restocking charge equal to the greater of (a) one hundred fifty dollars (\$150) or (b) five percent (5%) of the one-time charges (e.g., the Purchase Price and installation charges or up-front license fees) applicable to the cancelled Taxicab System as identified in the cancelled Order. If Owner submits a cancellation notice pursuant to this Section 4.2.2 after such five (5) day period, Owner shall pay Contractor, as liquidated damages and Contractor's sole and exclusive remedy, a restocking charge equal to the greater of (i) one-thousand five hundred dollars (\$1,500) or (ii) fifty percent (50%) of the one-time charges (e.g., the Purchase Price and installation charges or up-front license fees) applicable to the cancelled Taxicab System as identified in the cancelled Order. "Restocking Charge" shall, as applicable, mean the charges described above. Contractor shall promptly return any and all security deposits or other fees paid in advance by Owner for the Taxicab Systems affected by the Order cancellation. Contractor may set off from any such amounts the portion of the Restocking Charge not received from Owner. This Section 4.2.2 shall not apply to termination of the Agreement in its entirety or in part by Owner pursuant to Section 12.3 (Termination for Convenience) below.

4.3 Installation

4.3.1 Contractor's Responsibilities

Contractor shall provide Installation Services for all Taxicab Systems ordered by Owner in accordance with this Agreement. As part of the Installation Services, Contractor shall arrange for the shipment, delivery and storage of all Hardware and Software (including cables and other material) that will be installed in each Taxicab as part of the Taxicab System. Contractor shall, at Contractor's Facility (or such other location agreed upon in writing by the Parties), use its Best Efforts to install each Taxicab System in the Taxicab(s) on the applicable Scheduled Installation Date specified in the associated Order. Without limiting its other responsibilities and obligations, Contractor shall be responsible for any and all physical damage to any Taxicab incurred by Owner as the result of such damage, where such damage is caused by Contractor's or any Contractor Agent's negligence, willful conduct or failure to comply with this Agreement while installing or maintaining the Taxicab System in such Taxicab. Contractor shall ensure that the Taxicab Systems once installed are physically secured and protected against tampering and unauthorized access to data and information stored in the Taxicab System. Except for the Taxicab itself, Contractor shall be solely responsible for obtaining and providing all Hardware, Software, wiring, facilities and any other material necessary to install and operate the Taxicab Systems in the Taxicabs. The date that a Taxicab System is actually installed is the "Actual Installation Date."

4.3.2 Owner's Responsibilities

4.3.2.1 Owner shall reasonably cooperate and assist Contractor in support of

Contractor's performance of its obligations under this Section 4.3; such reasonable cooperation and assistance shall include making the applicable Taxicab available to Contractor on the Scheduled Installation Date at the Contractor's Facility designated in the applicable Order.

- 4.3.2.2 Owner shall be responsible for making sure that all Taxicabs receiving Taxicab Systems comply with the Taxicab Specifications.
- 4.3.2.3 Owner may delay installation of any Taxicab System, or portion thereof, for a maximum period of thirty (30) days, without incurring financial liability at any time prior to the Scheduled Installation Date of such Taxicab System. If Owner chooses to delay delivery of any Taxicab System, or portion thereof, beyond thirty (30) days, Contractor may consider the Order cancelled by Owner for its convenience under Section 4.2.2 and, as a result, shall be entitled to collect the applicable Restocking Charge from Owner (for purposes of determining the amount of the Restocking Charge, the Order shall be deemed cancelled after the fifth (5th) day following the date that the Order was placed).
- 4.3.2.4 In the event that any Taxicab System or System Component is not completely installed within thirty (30) days after the Scheduled Installation Date and such delay is attributable to Contractor or Contractor Agents, Owner shall have the right to (a) set off from the Rates and Charges any Fines imposed on Owner by the TLC to the extent such Fines would not have been imposed but for Contractor's acts or omissions resulting in a failure to install the affected Taxicab System on the applicable Scheduled Installation Date and (b) immediately terminate the applicable Order, in whole or in part, without financial liability or penalty of any kind. Owner may cancel the Order(s) under this Section 4.3.2.4 any time prior to the Actual Installation Date of the affected Taxicab System(s). Contractor shall promptly return any and all security deposits or other fees paid in advance by Owner for Taxicab Systems affected by the Order cancellation.

4.3.3 Ramp-Up Period

During the Ramp-Up Period, Contractor and Owner shall work together to arrange for the orderly and efficient installation of all Taxicab Systems that are the subject of the Order(s) placed by Owner during the Ramp-Up Period. Contractor and Owner shall use reasonable efforts to perform their respective tasks and responsibilities to ensure that such initial Taxicab Systems are installed prior to the expiration of the Ramp-Up Period.

4.4 Testing and Acceptance

- 4.4.1 Each Taxicab System provided to Owner hereunder will be subject to Acceptance Testing, as set forth in this Section 4.4. On the Actual Installation Date of each Taxicab System, Contractor shall conduct Acceptance Testing for such Taxicab System in the presence of Owner personnel for the purpose of demonstrating to Owner that such Taxicab System is performing in accordance with its Specifications. The Acceptance Testing shall be conducted in accordance with the procedures and criteria set forth in this Section 4.4.
- 4.4.2 Upon successful completion of the Acceptance Testing for each Taxicab System, Contractor shall present an Acceptance Verification Form to Owner (or its designated Owner Agent) for its signature and tender the Taxicab System to Owner for its use. Unless Owner (or its designated Owner Agent) has a

reasonable good faith basis to conclude that the applicable Taxicab System failed the Acceptance Testing based on its review of the Acceptance Testing results (which Contractor shall present to Owner (or its designated Owner Agent) with each Acceptance Verification Form) and will not operate in substantial conformance with the Specifications, Contractor and Owner (or its designated Owner Agent) will sign the Acceptance Verification Form. The "Acceptance Date" for a particular Taxicab System is the date that an Acceptance Verification Form for such Taxicab System is signed by both Parties.

- 4.4.3 In the event that a Taxicab System does not successfully pass its Acceptance Testing, Contractor shall (a) promptly correct any deficiencies disclosed by the Acceptance Testing or identified by Owner, and (b) repeat the Acceptance Testing, or any portion of such test, until the Taxicab System has successfully passed such Acceptance Testing and the Parties sign the Acceptance Verification Form in accordance with Section 4.4.2 above. If Contractor is unable to cure the defects in the applicable Taxicab System on the day that it is installed, Contractor shall disable the Taxicab System so that Passengers and Drivers are unable to use it. Contractor shall not enable any Taxicab System for access or use by Drivers or Passengers until such Taxicab System successfully passes the Acceptance Testing.
- 4.4.4 In the event that any Taxicab System fails to pass the Acceptance Testing within five (5) Business Days after the Actual Installation Date, Owner may, in its sole discretion, (a) direct Contractor to continue the Acceptance Testing until the Taxicab System has successfully passed such Acceptance Testing, or (b) immediately terminate the applicable Order, in whole or in part, without financial liability or penalty of any kind except where the Taxicab System does not pass the Acceptance Testing within five (5) Business Days after the Actual Installation Date because Owner failed to observe or perform its obligations hereunder. Owner may cancel the Order(s) under this Section 4.4.4 any time prior to the Acceptance Date of the affected Taxicab System(s). If Owner cancels the applicable Order(s) (or portion thereof) as permitted under this Section 4.4.4, then (i) Owner shall have the right to set off from the Rates and Charges any Fines to the extent such Fines would not have been imposed but for Contractor's failure to install a properly functioning Taxicab System on the applicable Scheduled Installation Date, and (ii) Contractor shall promptly return any and all security deposits or other fees paid in advance by Owner for Taxicab Systems affected by the Order cancellation.
- 4.4.5 Any disputes regarding whether any Taxicab System successfully passed Acceptance Testing shall be promptly resolved pursuant to Section 20 (Dispute Resolution and Arbitration) below.

4.5 Transfer of Title to Purchased Hardware

Title to any Hardware purchased by Owner (if any) under this Agreement shall pass from Contractor (or Contractor Agents) to Owner on the Acceptance Date of such Hardware. Contractor will execute and deliver to Owner, upon receipt from Owner of the applicable Purchase Price, a bill of sale and such other good and sufficient instruments of conveyance, assignment, or transfer, in form and substance effective to vest in Owner good and marketable title to the purchased Hardware, free and clear of all mortgages, liens, pledges, custodianships, security interests, objections, or any other encumbrances, claims, or charges of any kind; *provided, however, that* Contractor shall retain a purchase money security interest in each piece of purchased Hardware to

secure the Purchase Price for such Hardware until the applicable Purchase Price is paid in full. Upon Contractor's request, Owner shall execute and deliver to Contractor all documents reasonably requested by Contractor to perfect and maintain its security interest under this Section 4.5.

4.6 Authorizations

As part of the Services, Contractor shall be responsible for applying for, obtaining, and, at no additional cost, keeping effective all applicable registrations, licenses, permits and certifications that may be required (a) to display advertisements and other content on the PIM and (b) for the proper operation and use of each Taxicab System (including the Software, Hardware and Networks) as contemplated by this Agreement. This Section 4.6 shall not apply to PIM content produced by the TLC.

4.7 Hardware Inventory

For the duration of the Term, Contractor shall create and maintain, at no charge, an up-to-date record of all physically or logically distinct System Components comprising each Taxicab System installed by or for Contractor and in use by Owner under this Agreement, including the applicable serial or registration numbers for all Hardware and Software. Contractor shall make such record available to Owner upon written request.

5 SERVICES

During the Term, Contractor shall provide the Services and Optional Services (if ordered by Owner hereunder) in accordance with this Agreement. In providing the Services or, if applicable, Optional Services, Contractor shall apply the Contractor Standard of Care and shall satisfy the Service Levels.

5.1 Third-Party Warranty Services

From the Acceptance Date for a particular Taxicab System until the expiration of the applicable warranty period for the System Components associated with such Taxicab System, Contractor shall, at its own expense, repair or replace any defective or malfunctioning System Components in accordance with the Third Party Hardware manufacturer's or Third Party Software licensor's standard warranties, which Contractor shall obtain and pass through to Owner for Owner's benefit.

5.2 Maintenance and Support Services

5.2.1 On a 24x7x365 Basis commencing on the applicable Acceptance Date and continuing throughout the Term, Contractor shall provide Maintenance Services for each Taxicab System ordered, installed, and accepted in accordance with this Agreement. If Contractor offers Maintenance Service on an unbundled basis (*i.e.*, offers it as separately priced Service option in Exhibit RC (Rates and Charges)), Owner may, (a) within sixty (60) days after the Acceptance Date of any particular Taxicab System, obtain a Maintenance Plan for such Taxicab System by notifying Contractor of its Maintenance Plan election in writing and paying the fixed recurring Maintenance Fees set forth in Exhibit RC (Rates and Charges), and (b) without incurring liability, discontinue any previously ordered Maintenance Plan by notifying Contractor of Owner's election to discontinue such Maintenance Plan no later than thirty (30) days prior to the expiration of the applicable Maintenance Period. In the event that Contractor offers Maintenance Service on an unbundled basis and Owner elects to (i) not obtain an optional Maintenance Plan for any Taxicab System or (ii) discontinue an existing Maintenance Plan for any Taxicab System under this Section 5.2.1, Contractor shall provide Maintenance Service for any such Taxicab System but shall charge

Owner T&M Rates for such Maintenance Service. Maintenance Services shall include (A) preventative and remedial maintenance, (B) providing and installing replacement parts necessary to maintain the Taxicab System in good working order and in accordance with the Specifications, (C) providing and installing Updates in accordance with Section 6.1 (Change Control Procedures), and (D) technical support to the extent required for Contractor to perform its Maintenance Service obligations. Contractor shall (at no additional charge) also provide the help desk services described in Exhibit DS (Description of Services).

If Owner does not select a Maintenance Plan for a Taxicab System within the first sixty (60) days after the Acceptance Date of such Taxicab System, Owner will not be entitled to subsequently subscribe to Maintenance Plan and receive Maintenance Plan pricing for that particular Taxicab System.

- 5.2.2 In connection with the Maintenance Services, Owner shall (a) follow all written operation and user instructions provided by Contractor to Owner with the Taxicab System, (b) not modify the Taxicabs in a way that materially and adversely changes the Taxicab Specifications, and (c) provide Contractor with reasonable access to the Taxicabs to allow Contractor to provide the Maintenance Services.
- 5.2.3 If any problem, error or malfunction of a Taxicab System is caused by any of the events described in items (a), (b) or (c) of this Section 5.2.3, Contractor shall correct such problem, error or malfunction (collectively, "Out-of-Scope Maintenance") but may, in its sole discretion, charge Owner for such Out-of-Scope Maintenance in an amount not to exceed the T&M Rate multiplied by the number of hours (rounded to the nearest ¼ hour) Contractor actually spends performing such Out-of-Scope Maintenance. Out-of-Scope Maintenance is any work performed by Contractor or Contractor Agents to correct or repair errors, malfunctions or other problems with the Taxicab System or other System Components to the extent such errors, malfunctions or other problems are proximately caused by: (a) any alteration of the affected Taxicab by Owner, any Driver or any other Owner Agent where such alteration to the Taxicab (i) results in the Taxicab failing to substantially comply with the Taxicab Specifications, (ii) is made without Contractor's prior consent and (iii) is not required by applicable Law; (b) vandalism of, or deliberate and unauthorized modifications or repairs to, the Taxicab System or other System Component by Owner, any Owner Agent, a Passenger, or any other person or entity other than Contractor or any Contractor Agent where such vandalism or unauthorized modifications is not due to Contractor's or any Contractor Agents' fault or negligence; or (c) accidental damage to the Taxicab System where such accidental damage is not due to Contractor's or any Contractor Agents' fault or negligence.
- 5.2.4 Notwithstanding any provision in this Agreement to the contrary, Owner may, without incurring any liability, discontinue receiving Maintenance Services for any Taxicab System upon not less than thirty (30) days' prior written notice to Contractor under the following circumstances:
1. The Taxicab System receiving Maintenance Service is scheduled for removal or is actually removed by Contractor or any Contractor Agent in accordance with this Agreement;
 2. Pursuant to any other provision of this Agreement permitting Owner to terminate Maintenance Service without incurring liability; or
 3. Any time during the Transition Assistance Period.

Beginning on the first day of the next full monthly billing period after Contractor receives a Maintenance Service discontinuance notice from Owner under this Section 5.2.4, (a) Contractor shall cease providing Maintenance Services for such Taxicab System(s), (b) the Rates and Charges subsequently invoiced to, and payable by, Owner shall be reduced by an amount equal to the monthly Maintenance Fee (if applicable) for the discontinued Taxicab System, and (c) Owner shall be refunded the pro rata portion of any prepaid Maintenance Fees (if applicable) for the unused portion of the applicable Maintenance Period.

- 5.2.5 For each Taxicab System, Contractor shall maintain and furnish (upon Owner's request) a maintenance log setting forth in detail all preventive maintenance, remedial maintenance, and Changes performed and Updates installed on such Taxicab System.

5.3 Credit and Debit Card Transaction Processing

Contractor shall provide the Credit and Debit Card Services in accordance with this Agreement. In connection with the provision and use of such Credit and Debit Card Services, Contractor (or the applicable Contractor Agent) and Owner (or the applicable Owner Agent) shall execute and comply with the credit card merchant agreement(s) set forth in Exhibit MA (Merchant Agreement(s)). Contractor and Contractor Agents may charge Owner or Owner Agents only those credit or debit card fees set forth expressly in Exhibit RC (Rates and Charges). In no event shall the credit or debit card processing fees and charges payable under any such merchant agreements by the applicable merchant exceed the credit or debit card processing fees and charges set forth in Exhibit RC (Rates and Charges).

5.4 Training

Prior to installing the first Taxicab System on the dates and times agreed upon by the Parties, Contractor shall conduct – at no additional cost – at least one training session where Contractor shall provide Owner and all Owner Agents in attendance training and orientation on the proper operation and use of the Taxicab System (including train-the-trainer training). Owner shall cause its Drivers and, as applicable, other Owner Agents to participate in the training session on the dates and times agreed upon by the Parties. The training shall take place at the Contractor's Facility or such other location agreed upon in writing by the Parties. The training for the Taxicab System should be sufficient to enable Owner, Drivers and, as applicable, other Owner Agents to use and operate such Taxicab System, to instruct other Owner Agents on how to use and operate the Taxicab System, and to instruct Passengers on the proper use of the PIM and the portion of the Taxicab System used to provide Credit and Debit Card Services. Contractor shall make further training available to Owner, Drivers and, as applicable, other Owner Agents as long as at least one (1) Taxicab System remains installed and in use by Owner. The charges for such additional training shall be Contractor's then-current standard training class charge or such other amount agreed upon by the Parties in writing.

5.5 Minimizing Impact on Business Operations

When performing Services or, if applicable, Optional Services, Contractor shall use its Best Efforts to minimize (a) Owner's and Drivers' involvement in routine or ministerial aspects of the Services and Optional Services; (b) any financial, technical, or operational burdens on Owner or Drivers; and (c) any disruption of Owner's or Drivers' normal business activities.

6 CHANGES TO TAXICAB SYSTEM OR SERVICES

6.1 Change Control Procedure

- 6.1.1 There shall be no Changes to the Services, Optional Services or Taxicab System except for the following:
1. TLC Approved Changes that are implemented pursuant to this Section 6.1;
 2. Changes to Optional Services made in accordance with Section 6.2 (Optional Services);
 3. Changes made by Contractor that are necessary, in Contractor's good faith judgment, (a) to maintain the continuity of the Services, or (b) to correct an event or occurrence that would, if uncorrected, substantially prevent, hinder or delay proper operation of the Taxicab System; or
 4. Changes that result in the removal of a Taxicab System from one vehicle to another vehicle that is subject to the same Medallion.
- 6.1.2 Owner may obtain a general description of TLC Approved Changes from the TLC. Prior to implementing any TLC Approved Change, Contractor shall submit a change notice to Owner, which shall include the following:
1. A description of the services, function, and responsibilities Contractor anticipates performing in connection with the TLC Approved Change;
 2. A schedule for commencing and completing the implementation of the TLC Approved Change;
 3. Contractor's charges (if any) for the TLC Approved Change, including a detailed breakdown of such charges; and
 4. When appropriate, a description of any new Hardware, Software or Network components to be provided by Contractor in connection with such TLC Approved Change.
- 6.1.3 All TLC Approved Changes shall be incorporated promptly into the Taxicab System. The Parties shall reasonably cooperate and assist each other to implement all such TLC Approved Changes. Owner acknowledges that TLC Approved Changes may result in additional charges and fees to the extent that the TLC authorizes Contractor to charge Owner such additional charges and fees under the TLC Approved Change.
- 6.1.4 If Owner decides, or is required, to reassign a Medallion to a new vehicle and Owner submits a written request (not less than two (2) Business Days before the date that Owner seeks to implement the move) to Contractor to move the Taxicab System from the original vehicle to a new vehicle (a "Move Request"), Contractor shall remove the Taxicab System from the original vehicle, and install it in the new vehicle when Owner brings both vehicles to a Contractor's Facility. Contractor may invoice Owner for the move, provided that the total cost of the move charges for any single Taxicab System shall not exceed the applicable move charge set forth in Exhibit RC (Rates and Charges). Prior to tendering the newly installed Taxicab System to Owner or any Owner Agent, Contractor shall confirm that the Taxicab System conforms to its Specifications, and shall correct any errors or problems detected during such acceptance testing at no additional charge to Owner or any Owner Agent.
- 6.1.5 Owner shall make Taxicabs reasonably available to Contractor at Contractor's Facilities during agreed upon maintenance windows to allow Contractor to implement all Changes permitted or required under this Agreement.

6.2 Optional Services

Owner may, in its sole discretion, request from time to time during the Term that Contractor provide an Optional Service or make changes to any existing Optional Services. Upon receipt of such a request from the Owner, Contractor shall provide the Owner with a written proposal for such new Optional Service or changes to existing Optional Services. Such written proposals shall include the following:

1. A description of the services, function, and responsibilities Contractor anticipates performing in connection with such Optional Service;
2. A schedule for commencing and completing such Optional Service;
3. Contractor's prospective charges for such Optional Service, including a detailed breakdown of such charges;
4. When appropriate, a description of any new Intellectual Property, Hardware, Software or Network components to be provided by Contractor in connection with such Optional Service;
5. When appropriate, a list of any existing Intellectual Property, Hardware, Software or Network components included in or to be used in connection with such Optional Service;
6. When appropriate, acceptance test criteria and procedures for any new Software, Hardware or any products, packages or services; and
7. Such other information reasonably requested by Owner.

Contractor shall not begin performing or implementing any new Optional Service or changes to existing Optional Services until the Owner has provided Contractor with written authorization to provide the new Optional Service or implement changes to existing Optional Services. Once the Optional Services are installed by Contractor and accepted by Owner pursuant to the applicable Order, Contractor shall provide such Optional Services in accordance with this Agreement.

7 NO EXCLUSIVITY OR OTHER COMMITMENTS

Nothing herein shall restrict Owner's right to contract with any other TLC Authorized Contractor to obtain systems or services similar to the Taxicab Systems or Services provided by or through Contractor under this Agreement. Nothing herein shall be construed to obligate Owner to (a) purchase a minimum number of Taxicab Systems, Hardware, or Services from Contractor, (b) purchase a minimum dollar amount from Contractor, or (c) use Contractor exclusively to satisfy Owner's requirements. Owner and Contractor acknowledge that the Taxicab System and the associated Services are offered and will be provided on a bundled basis. Owner may not, therefore, purchase one or more Taxicab Systems from Contractor and then obtain services in support of such Taxicab Systems from any person or entity other than Contractor or Contractor Agents.

8 RATES, CHARGES, AND COMMISSIONS

Contractor will charge Owner for Taxicab Systems, System Components, and Services provided under this Agreement only the Rates and Charges therefor as set forth in Exhibit RC (Rates and Charges).

9 TAXES

In accordance with Section 10 (Invoicing and Payment), Owner will pay all applicable taxes levied by a duly constituted taxing authority against or upon the Services and

Optional Services (if any) provided or the sale, rental or lease of System Components under this Agreement (collectively, "Taxes"). Taxes will not include, and Contractor will not attempt to impose on or collect from Owner, any personal property tax of Contractor or any tax or levy based on Contractor's income, profits, gross receipts, franchise or privilege, which taxes and levies shall be the sole responsibility of and paid by Contractor. All such Taxes that Owner is required to pay pursuant to this Section 9 shall be computed on a net basis, taking into account any deductions or credits available to Owner in connection with the fulfillment of its obligations hereunder. Contractor shall promptly notify Owner of any tax liability or potential tax liability, and of any pending or threatened tax audit or other proceeding that could lead to the imposition of Tax liability against Owner, and shall afford Owner all reasonable opportunity to participate in any such audit or proceeding affecting its interests.

10 INVOICING AND PAYMENT

10.1 Invoicing Generally

Contractor will accurately and promptly invoice Owner for Rates and Charges and Taxes incurred for Services and Optional Services (if any) rendered on a monthly basis. For all monthly recurring charges, Contractor shall submit to Owner a single monthly invoice (covering all Taxicab Systems, Services, and Optional Services (if any)) itemizing all of the applicable Taxes, Rates and Charges, and identifying the Taxicabs receiving Services and any Optional Services. Except for "Disputed Amounts," as described below, amounts in an invoice are due and payable by Owner within thirty (30) days after Owner's receipt of the applicable invoice. If Owner disputes an invoiced amount in good faith (in each case, a "Disputed Amount"), Owner may withhold payment of the Disputed Amount; *provided, however, that* Owner (a) notifies Contractor in writing that Owner is withholding the Disputed Amount and states the basis for the dispute in such notice and (b) pays all amounts that are not Disputed Amounts. The Parties may agree, upon execution of a reasonable electronic funds transfer agreement, to permit Owner to pay invoiced amounts via an electronic funds transfer. Owner and Contractor will resolve the validity of any Disputed Amount pursuant to Section 20 (Dispute Resolution and Arbitration). Owner's payment of an invoiced amount shall not foreclose any claim Owner may have regarding the validity of the amount or Owner's right to withhold payment on a subsequent invoice of an amount equal to the paid Disputed Amount.

10.2 Invoicing for Hardware and Software Acquisition and Installation

The Purchase Price, installation-related charges, one-time license fees, and all other up-front non-recurring charges (other than the security deposit posted by Owner to secure the applicable Order) set forth in the applicable Order (collectively, "Non-Recurring Charges"), including the applicable Taxes, shall be due on the Acceptance Date of the Taxicab System or a later date mutually agreed upon by the Parties in writing. For leased or rented Hardware, Contractor shall begin invoicing Owner for the first monthly lease or rental payment, as applicable under Exhibit RC (Rates and Charges), on or after the Acceptance Date. For any portion of the Non-Recurring Charges financed through Contractor (or a Contractor Agent) by Owner, Contractor shall also begin invoicing Owner for the first monthly payment on or after the Acceptance Date.

10.3 Late Payment Charges and Suspension for Payment Defaults

10.3.1 With respect to undisputed amounts not paid on or before thirty (30) days from Owner's receipt of invoice, such amounts shall be considered past due, and Contractor shall assess a late payment charge equal to the lesser of the following: (a) one and one-half percent (1.5%) per month, applied against the

past due amounts; or (b) the maximum amount allowed by applicable law, applied against the past due amounts.

10.3.2 If any undisputed amounts remain unpaid by Owner for ninety (90) days or more after Owner's receipt of a payment default notice from Contractor, Contractor may, in its discretion, suspend Service or electronically disable the Taxicab System(s) to which the unpaid amount relates until such time as the undisputed amount is paid in full by Owner; *provided, however, that* Contractor shall notify the TLC in writing (identifying the Medallion number of the affected Taxicab(s)) of all suspensions or disablements at least ten (10) business days prior to the effective date of such suspensions or disablements. Contractor may not disable or suspend Service to all Taxicab Systems where only a portion of the applicable fees remain unpaid. For example, if Owner orders ten (10) Taxicab Systems and fails to pay twenty percent (20%) of the total monthly service fees, Contractor may only disable or suspend Service to twenty percent (20%) of the Taxicab Systems (*i.e.*, two (2) Taxicab Systems). When Owner pays the past due amount that gave rise to the suspension or disablement, Contractor shall promptly (a) restore Service and enable the applicable Taxicab System(s) and (b) notify the TLC when the Service is restored and the applicable Taxicab System is enabled. As between Owner and Contractor, Owner shall be responsible for any Fines attributable to Owner's continued operation of any Taxicab when the Taxicab System in such Taxicab is disabled or Services for such Taxicab System are suspended by Contractor as permitted under this Section 10.3.2.

10.4 Security Deposit

Contractor reserves the right, at its sole discretion, to require Owner to post an appropriate security deposit as a condition to accepting any pending Order where Owner (a) has a poor payment history (defined as the failure by Owner to pay undisputed charges on or before the due date of such charges, more than three (3) times during a twelve (12) month period), (b) appears on any major credit card company's terminated merchants list, or (c) has recently been in bankruptcy; *provided, however, that* the total security deposit required for any Order may not exceed an amount equal to two (2) times the monthly recurring Rates and Charges for the applicable Taxicab System(s) covered by such Order (including a pro rata portion of any separately priced Maintenance Fees and Hardware lease or rental fees, if any, applicable to such Taxicab Systems, plus fifty (50) percent of the Purchase Price for any System Components purchased under such Order.

11 TERM AND RENEWALS

11.1 Term Period and Term Extensions

The Agreement shall commence as of the Effective Date first above written and, subject to Section 11.2 (Term Limit), shall expire at the end of the Term Period (the "Initial Term"). The "Term Period" shall mean the period that begins on the expiration of the Ramp-Up Period and ends thirty-six (36) months thereafter unless the Parties agree to adopt a Term Period that ends twenty four (24) months after the Ramp-Up Period or twelve (12) months after the Ramp-Up Period. By providing Contractor with written notice at least thirty (30) days prior to the expiration of the Initial Term or any current Term Extension, as applicable, Owner may, subject to Section 11.2 (Term Limit), extend the Initial Term (under the same terms, conditions, Rates and Charges), at its discretion, for up to four (4) additional twelve (12) month periods if the Term Period is twelve (12)

months, for up to three (3) additional twelve (12) month periods if the Term Period is twenty four (24) months, or for up to two (2) additional twelve (12) month periods if the Term Period is thirty six (36) months (each a "Term Extension"). In addition to the foregoing Term Extensions, Owner may further extend this Agreement (under the same terms, conditions, Rates and Charges, as amended by any TLC Approved Changes) for additional period(s) (if available) beginning on the expiration of the last Term Extension and ending no later than the last day of the twelfth (12th) month following the expiration of the TLC-Contractor Agreement (a "Residual Extension") by providing Contractor with written notice at least thirty (30) days prior to the expiration of the applicable Term Extension or Residual Extension. If Owner's or Driver's continued use of the Taxicab Systems, Services or Optional Services during a Residual Extension (if applicable) is in violation of any rule, regulation or directive of the TLC or the City or any other applicable Law, either Party may terminate this Agreement without incurring any early termination or cancellation-related liability on not less than ten (10) business days' prior written notice to the other Party. The "Term" shall mean the Initial Term, as extended by any applicable Term Extension or any Residual Extension.

11.2 Term Limit

Notwithstanding Section 11.1 (Term Period and Term Extensions), in no event shall the Term extend beyond the last day of the twelfth (12th) month following the expiration of the TLC-Contractor Agreement. If Owner's or Driver's continued use of the Taxicab Systems, Services or Optional Services after the expiration of the TLC-Contractor Agreement is in violation of any rule, regulation or directive of the TLC or the City or any other applicable Law, either Party may terminate this Agreement without incurring any early termination or cancellation-related liability on not less than ten (10) business days' prior written notice to the other Party.

12 TERMINATION AND TERMINATION ASSISTANCE

12.1 Termination for Cause

12.1.1 Entire Agreement

If either Party defaults in the performance of any of its material obligations under this Agreement, and does not cure such default within thirty (30) days of receipt of a notice of default from the other Party (the "Default Notice"), then the non-defaulting Party may, by giving subsequent notice of termination to the defaulting Party, terminate this Agreement as of the termination date specified in such termination notice.

12.1.2 Partial Termination by Owner

If any Taxicab is taken out of service because it does not comply with the Taxicab Specifications and such noncompliance is attributable to Contractor's failure to perform or observe any of its obligations hereunder, Owner may terminate all Services and Optional Services applicable to such Taxicab upon written notice to Contractor where Contractor fails to cure the default giving rise to the noncompliance within seventy-two (72) hours after receiving written notice of such default from Owner. Upon such termination, (a) Contractor shall refund to Owner all installation-related Rates and Charges and all other non-recurring Service-related charges paid or payable by Owner to Contractor (including any security deposits) to obtain the affected Taxicab System(s), Services and applicable Optional Services, (b) Contractor shall (at no additional cost to Owner) remove all Hardware and other System Components (including those purchased or leased by Owner) provided by or for Contractor applicable to the affected Taxicab System(s) or Optional Service(s) at a date and time agreed upon by the Parties, and (c)

within ten (10) days after removing any Hardware or other System Component for the affected Taxicab System(s) or Optional Service(s) that is purchased by Owner from Contractor or any Contractor Agent, Contractor shall buy back from Owner such Hardware and other System Components for an amount equal to net book value of such Hardware and other System Components (applying straight line depreciation by using the purchase price as the cost basis, and assuming a five (5) year useful life with no salvage value).

12.2 Termination for Financial Distress

A Party may, without incurring termination or early cancellation-related liability, immediately terminate the Agreement and any or all Orders, Services and Optional Services, in whole or in part, upon notice to the other Party in the event that such other Party (or any permitted successor or assign) (a) ceases to do business as a going concern, or (b) in the event any substantial part of the other Party's property is or becomes subject to any levy, seizure, assignment or sale for or by any creditor or governmental agency without being released or satisfied within ten (10) days thereafter.

12.3 Termination for Convenience

Owner shall have the right to terminate this Agreement or discontinue any Taxicab System (which shall include terminating all Services used to support any such discontinued Taxicab System), in its sole discretion at any time and for any reason upon not less than thirty (30) days' prior written notice to Contractor and payment of a Termination Charge equal to (a) twenty-five percent (25%) of the recurring Rates and Charges (including any Hardware lease or equipment rental fees) applicable to the terminated Taxicab Systems multiplied by the number of months remaining in the Initial Term as of the date that Contractor ceases to provide Service for the applicable Taxicab System as requested by Owner, plus (b) (if applicable) twenty-five percent (25%) of the unpaid portion of any separately invoiced Maintenance Fees (*i.e.*, Maintenance Fees not included in the recurring Rates and Charges described in item (a) above) due for the remainder of the applicable Maintenance Period(s) associated with the affected Taxicab Systems, plus (c) the de-installation charges (if any) due under Section 12.4.3 (Hardware Removal). The Termination Charge is a liquidated damage, and shall constitute Contractor's sole and exclusive remedy arising from or related to Owner's termination of this Agreement or discontinuance of any Taxicab System for Owner's convenience. The Termination Charge shall not apply to any termination of this Agreement, Maintenance Services or discontinuance of any Taxicab System where Owner is permitted to so terminate, discontinue or cancel under this Agreement without incurring liability. The Termination Charge shall not apply when a Taxicab System (whether installed under this Agreement or another agreement with Contractor) is removed by or for Contractor at Owner's (or its Medallion Agent's) written request from one vehicle ("old vehicle") and installed in another vehicle ("new vehicle"), provided that a Taxicab System is not already installed in the new vehicle (whether installed under this Agreement or another agreement with Contractor) and any one of the following conditions are also satisfied: (i) the new vehicle will use the same Medallion as the old vehicle, (ii) the Medallion used by the new vehicle and the Medallion used by the old vehicle are issued to the same Owner; or (iii) the old vehicle and the new vehicle are both operated by the same Medallion Agent.

12.4 Effect of Termination or Expiration

12.4.1 Effect of Termination for Cause

In the event that the TLC terminates the TLC-Contractor Agreement for cause pursuant to the TLC-Contractor Agreement, this Agreement shall also be deemed terminated for cause by Owner. Furthermore, if TLC terminates the TLC-Contractor Agreement for cause pursuant to the TLC-Contractor Agreement, Owner terminates this Agreement for cause as permitted under this Agreement, or Contractor terminates this Agreement for any reason other than as expressly permitted under Sections 12.1.1 (Entire Agreement) or 12.2 (Termination for Financial Distress) of this Master Agreement, then (a) Contractor shall refund to Owner all installation-related Rates and Charges and all other non-recurring Service-related charges paid or payable by Owner to Contractor (including any security deposits) to obtain all Taxicab Systems, Services and applicable Optional Services, (b) Contractor shall (at no additional cost to Owner) remove all Hardware and other System Components (including those purchased or leased by Owner) provided by or for Contractor at a date and time agreed upon by the Parties, which shall in no event extend beyond the expiration of the Transition Assistance Period, and (c) within the earlier of ten (10) days after removing any Hardware or other System Component purchased by Owner from Contractor or any Contractor Agent or ten (10) days after the expiration of the Transition Assistance Period, Contractor shall buy back from Owner all such Hardware and other System Components for an amount equal to net book value of such Hardware and other System Components (applying straight line depreciation by using the purchase price as the cost basis, and assuming a five (5) year useful life with no salvage value).

12.4.2 Effect of Other Terminations

In the event that the TLC terminates the TLC-Contractor Agreement prior to the expiration of the Term for any reason other than for cause as permitted under the TLC-Contractor Agreement or Contractor terminates the TLC-Contractor Agreement as expressly permitted in the TLC-Contractor Agreement, Contractor may continue to provide the Services and applicable Optional Services to Owner in accordance with this Agreement until the earlier of (a) the end of the twelve (12) month period following the effective date of such termination or (b) the scheduled expiration of the Term. In the event that Contractor decides to discontinue providing Services or Optional Services (if applicable) under this Section 12.4.2, Contractor shall notify Owner within thirty (30) days of the date that the TLC-Contractor Agreement is terminated. If Owner's or Driver's continued use of the Taxicab Systems, Services or Optional Services after the effective date of the termination of the TLC-Contractor Agreement is in violation of any rule, regulation, directive of the TLC or the City or any other applicable Law, either Party may terminate this Agreement without incurring any early termination or cancellation-related liability on not less than ten (10) business days' prior written notice to the other Party.

12.4.3 Hardware Removal

After expiration or earlier termination of this Agreement, Contractor shall remove all Hardware installed in Taxicabs on the dates reasonably agreed upon by the Parties. Except where Owner terminates this Agreement for cause as permitted hereunder, Contractor may charge Owner the de-installation charge (if any) set forth in Exhibit RC (Rates and Charges) for each Taxicab System removed by Contractor pursuant to this Section 12.4.3. Owner shall make Taxicabs available to Contractor at any Contractor's Facility in order to allow Contractor to remove such Hardware on the removal dates agreed upon by the Parties. If Owner fails to make any Taxicab System available to Contractor for removal pursuant to this Section 12.4.3 on the date agreed upon by the Parties, Owner shall be deemed to have purchased the Hardware associated with such Taxicab System and a residual purchase price of two thousand five hundred dollars

(\$2,500.00) shall become immediately due and payable by Owner to Contractor. Notwithstanding the foregoing, Owner may retain possession and continue to use any purchased Hardware (and associated Software) by notifying Contractor in writing of its election to retain such Hardware anytime before the Hardware is removed by Contractor; *provided, however, that* such election by Owner shall constitute a waiver by Owner of its rights under Sections 12.1.2 (Partial Termination by Owner) and 12.4.1 (Effect of Termination for Cause by Owner or the TLC) to require Contractor to buy back such purchased Hardware.

12.5 Transition Assistance

Following the expiration or earlier termination of the Agreement, Contractor shall continue providing Services and Optional Services (if applicable) in accordance with this Agreement during the Transition Assistance Period to enable Owner to obtain a replacement for the Taxicab Systems from a third party and to allow Owner to coordinate such replacement with the removal of the Taxicab Systems by Contractor. The terms and conditions of this Agreement, including the associated Rates and Charges, shall continue to apply during the Transition Assistance Period. For purposes of this Agreement, the "Transition Assistance Period" shall mean the period beginning on the expiration or earlier termination of the Term and shall end the earlier of (a) sixty (60) days or (b) the date that Maintenance Services for all Taxicab Systems are discontinued at Owner's request in accordance with this Agreement.

13 REPRESENTATIONS AND WARRANTIES AND ADDITIONAL OBLIGATIONS

13.1 Contractor's Representations and Warranties

Contractor represents and warrants as follows:

1. Contractor has full authority, without breaching or infringing the rights of any third party, to enter into the Agreement and any Order and to provide to Owner the Taxicab Systems, all System Components and the Services;
2. Each item of Hardware separately purchased by Owner pursuant to this Agreement will be new (or operate and appear as if new) and in good working order when delivered and installed;
3. Throughout the applicable warranty period, the Taxicab System shall be free of any material defects and shall perform in substantial compliance with the Specifications;
4. Owner shall acquire good and marketable title to any item of Hardware purchased under the Agreement, free and clear of all liens, claims, encumbrances, and other restrictions (except for a purchase money security interest retained by Contractor in accordance with this Agreement);
5. Contractor is a TLC Authorized Contractor;
6. The Taxicab Systems, System Components, and Services shall be delivered to Owner free of any Security Hole;
7. Contractor and Contractor Agents will perform all Services and Optional Services (if any) in a professional manner, using qualified personnel trained and skilled in the performance of the applicable tasks and responsibilities;
8. In connection with Credit and Debit Card Services, Contractor and Contractor Agents shall comply with all written payment card industry standards (as they may change from time-to-time during the Term) adopted and issued by Master Card International, Visa International, American Express (the "PCI Standards") or

the other major credit card providers identified in the PCI Standards where such PCI Standards apply to data security, security audits, and security scanning procedures. The PCI Standards are, as of the Effective Date, available at the following URLs¹: https://sdp.mastercardintl.com/pdf/pcs_manual.pdf, https://sdp.mastercardintl.com/doc/pci_audit_procedures.doc, https://sdp.mastercardintl.com/pdf/pcd_manual.pdf.

9. Contractor will comply with all Laws related to the performance of its obligations under the Agreement.

13.2 Owner's Representations and Warranties

Owner represents and warrants as follows:

1. Owner has full authority, without breaching or infringing the rights of any third party, to enter into the Agreement and the Orders;
2. All Taxicabs receiving Services hereunder are covered by a valid Medallion;
3. Except to the extent permitted by the TLC, Owner and Owner Agents shall not (a) modify (other than modifications incident to normal and permitted use of the PIM by Passengers) or tamper with any content presented via the PIM or (b) modify or tamper with any data or information collected via the Taxicab System; and
4. Owner will comply with all Laws related to the performance of its obligations under the Agreement

13.3 Warranty Limitation

THE FOREGOING WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED (INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE) AND ALL SUCH OTHER WARRANTIES ARE HEREBY EXPRESSLY DISCLAIMED BY CONTRACTOR AND OWNER.

14 CONFIDENTIAL INFORMATION

14.1 Confidentiality Obligations

Contractor and Owner each acknowledge that the other possesses and will continue to possess Confidential Information developed or received by it. Except as otherwise specifically set forth herein or agreed in writing by the Parties, "Confidential Information" shall mean all confidential and trade secret information of a Party, whether or not marked confidential, restricted, proprietary, or with a similar designation at the time of disclosure. During the Term and for a period of ten (10) years following the expiration or earlier termination of the Term, Owner and Contractor shall each use at least the same degree of care to safeguard the Confidential Information of the other and to prevent disclosing such information to third parties as each employs to avoid unauthorized disclosure, publication, dissemination, destruction, loss, or alteration of its own information (or information of its customers) of a similar nature; *provided, however, that* the Parties may disclose such information to their counsel, and to other Third Parties performing services required hereunder where (a) use of such Third Party is authorized by this Agreement, (b) such disclosure is necessary to the Third Party's performance of its responsibilities, (c) the Third Party agrees to execute a non-disclosure agreement that

¹ The URLs are listed for Contractor's convenience. Contractor shall be solely responsible for obtaining current versions of the applicable PCI Standards.

is no less protective of the other Party's Confidential Information, and (d) the disclosing Party assumes full responsibility for the acts or omissions of such Third Party. Any disclosure to such Third Party shall be under the terms and conditions provided herein.

14.2 Exceptions to Definition of Confidential Information

Section 14.1 (Confidentiality Obligations) above shall not apply to particular information which the recipient can demonstrate (a) was, at the time of disclosure to it, available to the public; (b) after disclosure to it, is published or otherwise becomes available to the public through no fault of the receiving Party; (c) was in the possession of the receiving Party at the time of disclosure to it; (d) was received after disclosure to it from a Third Party who had a lawful right to disclose such information to it; or (e) was independently developed by the receiving Party without reference to Confidential Information of the furnishing Party.

14.3 Compelled Disclosure

Disclosure of Confidential Information shall not violate the confidentiality obligations imposed by this Section if such disclosure (a) is pursuant to a court order, (b) is required by any regulatory agency or other government body of competent jurisdiction, (c) is reasonably necessary to establish in any legal proceeding, including an arbitration, the rights and obligations of the Parties under the Agreement, or (d) is to the TLC or the City pursuant to an obligation imposed by, or a request from, the TLC or the City.

15 INDEMNIFICATION OBLIGATIONS

15.1 Intellectual Property Indemnification

15.1.1 Contractor Defense and Indemnification Obligations

Contractor agrees to hold harmless, indemnify, and defend, at its own cost and expense, Owner, any Owner Affiliate, or Owner Agent (each an "Owner Party" and collectively "Owner Parties") against any and all Losses and threatened Losses arising from or in connection with any third-party claims or actions alleging infringement of any third party's Intellectual Property Rights attributable to the provision by Contractor (or any Contractor Agent), or use by any Owner Party or Passenger, of any Service, Optional Service, Taxicab System, or System Component.

15.1.2 Rights to Use Infringing Hardware or Service

If Contractor's or any Contractor Agent's provision or the Owner Parties' or Passengers', use of any Service, Optional Service, Software, Hardware, Network or other component of the Taxicab System is enjoined or threatened to be enjoined, or Contractor or an Owner Party faces a substantial risk of being held liable for infringement of the Intellectual Property Rights of a third party by virtue of the creation, provision or use of any Service, Optional Service, Software, Hardware, Network or other component of the Taxicab System (each, a "Service Element"), Contractor shall take one of the following actions at its own expense: (a) procure for Owner the right to continue using such Service Element; (b) modify such Service Element so that it is non-infringing (provided that such modification does not materially impair the intended use of the Service Element as contemplated hereunder); or (c) upon notice to Owner, substitute for such Service Element a comparable, non-infringing Service Element. If neither (a) nor (b) nor (c) is attainable, then Contractor shall direct the Owner to discontinue its use of the affected Taxicab System (including all associated Service Elements), Owner shall discontinue its use of such affected Taxicab System (including all associated Service Elements) and Contractor, at its own expense, shall (i) remove the affected Taxicab

Systems (including all associated Service Elements) as soon as practicable and, (ii) promptly refund to Owner the unused portion of the purchase price for all affected Service Elements, where such unused portion of the purchase price shall be determined pro rata assuming a useful life of sixty (60) months from the Acceptance Date of the applicable Service Elements, and (iii) reimburse Owner for costs and expenses it incurs to obtain replacement services or products. If removal of any Taxicab System is required under this Section 15.1.2, the Parties shall reasonably cooperate with each other to complete such removal promptly.

15.1.3 Exceptions to Contractor's Obligations

Contractor shall have no obligation to indemnify or defend Owner under Section 15.1.1 (Contractor Defense and Indemnification Obligations) to the extent that the infringement is attributable to Owner's or any Driver's (a) unauthorized modification of the applicable Service Element or (b) misuse of a Service Element. For purposes of this Section 15.1.3, "misuse" shall mean use of a Service Element in a manner that is (i) not consistent with the purpose for which the Service Element is intended, (ii) not otherwise agreed upon by the Parties, and (iii) not reasonably foreseeable given the nature, design, operation and normal use of the Service Element. In addition, Contractor shall not be responsible for any Losses incurred by Owner Parties to the extent such Losses are caused by Owner's or any Owner Agent's continued use of the affected Service Element(s) after the applicable Taxicab System(s) is scheduled for removal under Section 15.1.2 except where the failure to remove the affected Taxicab System is attributable to Contractor's or a Contractor Agent's delay or non-performance.

15.2 General Indemnification

Each Party agrees to indemnify, defend and hold harmless the other Party, from any and all Losses and threatened Losses arising from or in connection with third-party claims attributable to any of the following:

1. The death or bodily injury of any agent, employee, business invitee, or business visitor or other person proximately caused by the tortious or willful conduct of the indemnifying Party; or
2. The damage, loss or destruction of any real or tangible personal property proximately caused by the tortious or willful conduct of the indemnifying Party.

15.3 Indemnification Procedures

15.3.1 Any Party seeking indemnification under this Section 15 shall provide prompt written notice of a claim or action subject to the indemnifying Party's obligations, copies of all papers served on the indemnified Party relating to the claim or action, and reasonable assistance to the indemnifying Party, at the indemnifying Party's expense, in the defense or settlement of the claim or action. An indemnifying Party shall not be relieved of its obligations under this Section 15 where the indemnified Party fails to comply with this Section 15.3.1 except to the extent that the indemnifying Party's ability to defend or settle a claim or action is materially prejudiced.

15.3.2 The indemnifying Party shall have the sole right to conduct the defense of any claim or action for which it promptly assumes its defense obligations and all negotiations for its settlement or compromise, unless otherwise mutually agreed to in writing by the Parties hereto. If the indemnifying Party does not promptly assume its defense or settlement negotiation obligations after being informed of a claim or action, the indemnified Party may take such actions as it deems appropriate to defend or settle the claim or action, and the indemnifying Party will

indemnify the indemnified Party for any costs associated with such defense or settlement, as well as the amount of any judgment asserted against the indemnified Party or settlement amount paid by the indemnified Party.

16 LIMITS OF LIABILITY AND SPECIAL DAMAGES

16.1 Disclaimer of Special and Consequential Damages

Except as expressly provided in this Agreement, in no event shall either Party have any liability, whether in contract, tort (including, without limitation negligence), warranty or any other legal or equitable grounds, for any loss of interest, profit or revenues by the other Party or for any consequential, indirect, special, punitive or exemplary damages suffered by the other Party, that arise from or are related to this Agreement, even if such Party has been advised of the possibility of such losses or damages; *provided, however*, that this clause will not prevent either Party from recovering payments owed under this Agreement

16.2 Limitation of Liability for Direct Damages

Subject to Section 16.3 (Exceptions to Disclaimer and Limit on Direct Damages), the aggregate liability of either Party (the "Liability Cap") to the other for all claims arising out of or in connection with this Agreement during the first twelve (12) months of the Term shall not exceed the greater of ten thousand dollars (\$10,000) multiplied by the total number of Taxicab Systems ordered by or for Owner (not to exceed \$75,000) or the total amount paid or payable by Owner during such twelve (12) month period. Subject to Section 16.3 (Exceptions to Disclaimer and Limit on Direct Damages), each Party's Liability Cap for all claims arising out of or in connection with this Agreement after the first twelve (12) months of the Term shall not exceed the total amount paid or payable by Owner during the twelve (12) month period preceding the date of such claim.

16.3 Exceptions to Disclaimer and Limit on Direct Damages

16.3.1 Special Damages for Regulatory Non-Compliance

Notwithstanding the limitations set forth in Section 16.1 (Disclaimer of Special and Consequential Damages) or 16.2 (Limitation of Liability for Direct Damages), Contractor shall reimburse Owner for any and all Fines caused by any of the following: (a) a failure of the Taxicab System (or portion thereof) to perform in accordance with its Specifications where such failure is not attributable to the acts or omissions of Owner (or any Owner Agent), the abuse or misuse of the applicable Taxicab System or a *Force Majeure* Condition; or (b) breach by Contractor of any term or condition of this Agreement. Owner shall use reasonable efforts to mitigate the amount of the Fine. Such reasonable efforts shall include not operating (or allowing any Owner Agent to operate) any Taxicab on a for-hire basis where (i) Owner knows that the Taxicab System in such Taxicab is malfunctioning and (ii) such malfunction is reasonably likely to give rise to a Fine. If Owner learns of any failure of the Taxicab System that is reasonably likely to give rise to a Fine, Owner shall promptly notify Contractor of such failure and take the Taxicab(s) with the affected Taxicab System(s) to a Contractor's Facility for repair. When Owner or Driver receives a summons from the City, the TLC or other Agency indicating that a Fine is due as described in this Agreement and Owner determines, in good faith, that Contractor is obligated to reimburse Owner or Driver for such Fine, Owner shall submit a copy of the summons or a copy of a receipt evidencing payment of such summons to Contractor. Unless Contractor disputes Owner's determination that a Fine is reimbursable by Contractor hereunder, Contractor shall,

within thirty (30) days of Contractor's receipt of a copy of the summons or a copy of a receipt evidencing payment of such summons by Owner or any Owner Agent, reimburse Owner or Driver (as applicable) for the Fine. The reimbursement may be in the form of payment or credits applied against Rates and Charges. If Contractor disputes Owner's determination that a Fine is reimbursable under this Section 16.3, Contractor shall notify Owner within thirty (30) days that it disputes Owner's determination. Any disputes between the Parties over whether a Fine is reimbursable under this Section 16.3 shall be resolved in accordance with Section 20 (Dispute Resolution and Arbitration). If Contractor fails to reimburse Owner for any Fine as required under this Section 16.3, Owner may set off the amount of such Fine against any Rates and Charges payable under this Agreement.

16.3.2 Other Exceptions

Sections 16.1 (Disclaimer of Special and Consequential Damages) and 16.2 (Limitation of Liability for Direct Damages) shall not apply to (a) Losses that are the subject of any obligation to provide indemnification under this Agreement, (b) Losses arising from direct claims between the Parties based on damage to real property, death or bodily injury caused by the tortious or willful conduct of a Party, (c) Performance Credits payable by Contractor in accordance with Exhibit SL (Service Levels), or (d) physical damage to any Taxicab and other Losses incurred by Owner as the result of such damage, where such damage is caused by Contractor's or any Contractor Agent's negligence, willful conduct or failure to comply with this Agreement while installing or maintaining the Taxicab System or Optional Services in such Taxicab.

17 RISK OF LOSS OR DAMAGE

For System Components provided by Contractor and installed in any Taxicab under this Agreement, Owner shall be responsible for all risks of loss or damage to such System Components (except loss or damage caused by Contractor or any Contractor Agent) as of the Acceptance Date for the Taxicab System associated with the affected Service Components. In the case of any System Component, or portion thereof, returned to Contractor, Owner's responsibility for such risk of loss shall end when Owner makes available such System Component(s) for removal by Contractor or a Contractor Agent.

18 RIGHTS TO SOFTWARE

18.1 Grant of License

18.1.1 Contractor hereby grants to Owner, Drivers and Passengers a worldwide, perpetual, royalty-free, non-transferable, non-exclusive right to Access and use the Software (together with any Updates thereto, and including any replacement system, temporary back-up, or substitute therefor) and other Contractor Intellectual Property for their intended purpose, as may be provided for hereunder or otherwise covered by the Agreement. Notwithstanding the foregoing, Contractor agrees that Owner may transfer all of its rights in any Taxicab System provided hereunder to an assignee of Owner (as permitted under Section 21.1 (Assignment)); and that, in such event, the license to the Software and Contractor Intellectual Property granted hereunder shall be transferred to Owner's assignee (without payment of any additional charge or license fee to Contractor or any Contractor Agent) upon execution of a written assumption and assignment of this Agreement by and between Owner and such assignee.

18.1.2 The commercial-off-the-shelf Software (if any) licensed by Third Parties that are identified in Exhibit SW (Third-Party COTS Software) shall be (a) provided, installed and configured by Contractor as part of the Installation Services and (b) governed by the applicable licenses set forth in Exhibit SW (Third-Party COTS Software). In the event that any “shrink wrap” license terms or any “click wrap” license terms are delivered or made available to the Owner or Driver, the terms and conditions of the Master Agreement shall apply if the Software is not identified in Exhibit SW (Third-Party COTS Software) and the terms and conditions of the licenses set forth in Exhibit SW (Third-Party COTS Software) shall apply if the Software is identified in Exhibit SW (Third-Party COTS Software). The terms and conditions of the “shrink wrap” or “click wrap” licenses shall not apply.

18.2 Limitations on Owner’s Right to Use Contractor Proprietary Property

Owner acknowledges that, based on the representation of Contractor, any source code for the Software (the “Source Code”) and other Intellectual Property of Contractor (collectively, “Contractor Proprietary Property”) is proprietary and confidential to Contractor. Owner agrees to treat any Contractor Proprietary Property provided to Owner as Contractor Confidential Information. Except to the extent permissible under applicable law, Owner agrees not to: (a) decompile, Software in violation of Contractor’s Intellectual Property Rights; (b) disassemble, reverse engineer or tamper with the Taxicab System or any System Component in violation of Contractor’s Intellectual Property Rights; (c) create any derivative works (including, without limitation, translations, transformations, adaptations or other recast or altered versions) based on any Contractor Proprietary Property in violation of Contractor’s Intellectual Property Rights; or (d) authorize any third party to do any of the foregoing.

19 FORCE MAJEURE

19.1 Excused Non-Performance

In no event will either Party be liable to the other for any delay or failure to perform hereunder that is due to *Force Majeure* Conditions. A “*Force Majeure* Condition” is a cause or condition preventing performance that is beyond the control of the Party claiming excuse, including acts of God, acts of the public enemy, terrorist acts, labor disputes, strikes, acts of a governmental authority in the jurisdiction where Hardware, Service or any Optional Service is being or is to be provided, fires, floods, epidemics, quarantine restrictions, and freight embargoes. Performance times under the Agreement shall be considered extended for a period of time equivalent to the time lost because of any delay excused under this Section 19.

19.2 Limits on the Scope of the Excuse

Notwithstanding the provisions of Section 19.1 (Excused Non-Performance) above, in every case the delay or failure to perform must be beyond the control and without the fault or negligence of the Party claiming excusable delay and each Party shall exercise all reasonable efforts to mitigate the extent of such delay or failure. If Contractor claims an excusable delay in its performance under this Section 19 and such delay causes any material portion of the Service or Taxicab System to be unavailable for more than thirty (30) days, Owner may elect to (a) cancel, in whole or in part, the affected Order or terminate Maintenance Services for all affected Taxicab Systems without incurring liability, immediately upon written notice to Contractor or (b) suspend any affected pending Order, in whole or in part, for the duration of the excused delay, with the option

to obtain elsewhere equipment or services in lieu of the Taxicab System or Services provided by Contractor.

20 DISPUTE RESOLUTION AND ARBITRATION

20.1 Informal Dispute Resolution Process

Prior to submitting any claim or dispute for resolution pursuant to Section 20.2 (Arbitration), the Parties shall first attempt to resolve their dispute informally. Upon the written request of either Party, the Parties shall, within five (5) Business Days, appoint a designated representative who does not devote substantially all of his or her time to performance under the Agreement, to meet for the purpose of endeavoring to resolve such dispute. The Parties shall choose designated representatives who are of comparable authority. The designated representatives shall meet as often as the Parties reasonably deem necessary to discuss the problem and negotiate in good faith to resolve the dispute without submitting any claims or the dispute for resolution pursuant to Section 20.2 (Arbitration). The specific forum and structure of the discussions shall be left to the discretion of the designated representatives of the Parties. The designated representatives shall clearly document all agreements between them concerning the dispute. Neither Party shall submit any claim or dispute to arbitration for resolution under Section 20.2 (Arbitration) until the designated representatives conclude in good faith that amicable resolution through continued negotiation of the matter does not appear likely. This provision shall not be construed to prevent a Party from instituting, and a Party is authorized to institute, an arbitration proceeding or an action for judicial relief earlier to avoid the expiration of any applicable limitations period, or to preserve a superior position with respect to other creditors.

20.2 Arbitration

Except as provided below or in Section 20.1 (Informal Dispute Resolution Process), any controversy or claim between or among the Parties arising out of or relating to the Agreement, any agreements or instruments relating hereto or delivered in connection herewith or for any alleged tort which has not been resolved through the resolution process set forth in Section 20.1 (Informal Dispute Resolution Process) above shall, at the request of either Party, be determined by arbitration, *provided that* either Party may seek injunctive relief from a court of competent jurisdiction in cases of emergency or where the Party faces the prospect of material, irreparable harm due to the wrongful act of the other Party or where the Party reasonably believes such action is necessary to protect its critical proprietary interests or business operations from disruption or harm. Unless there is a conflict with the terms of this Agreement, in which case the terms of this Agreement shall control, the arbitration shall be conducted in accordance with the United States Arbitration Act, 1995, 9 U.S.C.A. 1, *et seq.* (1995), notwithstanding any choice of law provision in this Agreement, and under the auspices and rules of the American Arbitration Association then in effect except as modified herein. The Parties submit to personal jurisdiction in New York, New York. The arbitrator shall give effect to statutes of limitation in determining any claim, and any controversy concerning whether an issue is arbitrable shall be determined by the arbitrator. The arbitrator shall not provide for injunctive or other equitable relief, but his or her interpretation of this Agreement shall be binding on the Parties. Judgment upon the decision rendered by the arbitrators may be entered in any court having jurisdiction.

20.3 Other Remedies

The institution and maintenance of an action for judicial relief or pursuit of a provisional or ancillary remedy as permitted under Sections 20.1 (Informal Dispute Resolution

Process) or 20.2 (Arbitration) above shall not constitute a waiver of the right of any Party, including the plaintiff, to submit the applicable controversy or claim to arbitration if the other Party contests such action for judicial relief. Except as otherwise explicitly indicated, the remedies under this Agreement shall be cumulative and not exclusive, and election of one remedy shall not preclude pursuit of other remedies.

21 MISCELLANEOUS PROVISIONS

21.1 Assignment

Neither Party may assign the Agreement, or any of its rights and obligations hereunder, by operation of law or otherwise, without the prior written consent of the other Party (such consent not to be unreasonably withheld or delayed), and any such attempted assignment shall be void, *provided, however, that* (a) either Party, upon written notice to the other Party, may assign the Agreement, along with any or all of its rights and/or obligations hereunder, to an Affiliate without the other Party's prior consent, and (b) Contractor may assign this Agreement to any other TLC Authorized Contractor upon not less than forty-five (45) days' prior written notice to Owner. Any assignment permitted hereunder will not relieve the assigning Party of any of its obligations under this Agreement or any Order. Furthermore, the Agreement shall be binding on the Parties and their respective legal successors and permitted assigns.

21.2 Notices

All notices, requests, claims, demands and other communications regarding this Agreement shall be in writing and shall be given or made (and shall be deemed to have been duly given or made upon receipt) by delivery in person, by overnight courier service (with signature required), by facsimile, or by registered or certified mail (postage prepaid, return receipt requested) to the respective Parties at the addresses appearing in the introductory paragraph of this Master Agreement.

21.3 Subcontracting

Contractor may subcontract the performance of any Service, Optional Service or portion thereof hereunder without the prior written consent of Owner. Contractor shall remain fully responsible for any obligations subcontracted, as permitted hereunder, and Contractor shall be solely responsible for payments due such subcontractors. Contractor shall require each entity with whom Contractor enters into a subcontract for the provision of goods or services in connection with the Services, Optional Services or the Taxicab System: (a) to specifically and expressly waive any and all rights to any mechanics' liens; (b) not to file or record in the office of the county clerk, or any other place permitted by applicable Law, any notice of intention, lien, claim, or stop notice; and (c) to similarly bind in writing any subordinate subcontractor or materialman of such Contractor Agent.

21.4 Changes in Law

Each Party shall identify and notify the other Party of changes in applicable Law affecting Owner's use of the Hardware, Software or Taxicab System or Contractor's provision of the Services or Optional Services. If any new Law or any change in existing Laws require Contractor to modify any Contractor Hardware, Software or other aspect of the Taxicab System already supplied under this Agreement ("Mandatory Requirements Change"), then Contractor shall be responsible for the following:

1. Identifying in a written report to Owner the impact of such changes on its ability to perform and deliver the Services, Optional Services and Taxicab Systems; and

2. After consultation with Owner, implementing such modifications to the Hardware, Software or Taxicab System (a) to the extent necessary to comply with the Mandatory Requirements Change, (b) in accordance with an implementation plan agreed upon by the Parties, and (c) in a manner that minimizes the impact on Owner's business operations. Contractor will make such modifications available to Owner free of charge to the extent that Contractor or any Contractor Agent is required by the Mandatory Requirements Change to make such changes to the Hardware, Software and Services on a retroactive or prospective basis, as applicable.

This Section 21.4 shall not apply to the introduction of new TLC directives, regulations or rules or the revision of existing TLC directives, regulations or rules. All changes in the Taxicab System or Services required to accommodate new TLC directives, regulations or rules or to accommodate changes in existing TLC directives, regulations or rules shall be made pursuant to Section 6.1 (Change Control Procedures).

21.5 Advertising or Publicity

Neither Contractor nor Owner shall use the name of the other in publicity releases or advertisements without securing the prior written approval of the other.

21.6 Governing Law

The laws of the State of New York shall govern the validity of this Agreement, the construction and enforcement of its terms, and the interpretation of the rights and duties of the Parties hereunder.

21.7 Modification, Amendment, Supplement, or Waiver

With the exception of the PCI Standards incorporated herein by reference, all modification, amendment, supplement to, or waiver of the Agreement or any of its provisions must be made in writing, in hard copy - paper form, and signed by hand by duly authorized representatives of both Parties. With the exception of amendments whose sole purpose and effect is to reduce the Rates and Charges payable by Owner, no modification, amendment, supplement to, or waiver of the Agreement or any of its provisions shall be binding upon the Parties hereto until such amendment, supplement or waiver is approved in writing by the TLC. Contractor shall submit to the TLC all amendments, supplements and waivers signed by the duly authorized representatives of the Parties.

21.8 No Prejudice for Prior Non-Enforcement

A failure or delay of a Party to enforce at any time any provision of the Agreement, or to exercise any option under the Agreement, or to require at any time performance of any provision of the Agreement, shall in no way be construed to be a waiver of such provision.

21.9 Entirety of Agreement

The Agreement, together with all the Exhibits, Appendices, and other documents incorporated herein, constitutes the entire agreement between the Parties and supersedes all previous agreements, promises, representations, understandings, and negotiations, whether written or oral, between the Parties with respect to the subject matter hereof.

21.10 Compliance with Laws

Each Party shall perform its respective obligations pursuant to the Agreement in a manner that complies with all applicable Laws. If a charge of non-compliance by a Party with any such laws, regulations, ordinances, or codes occurs, such Party shall promptly notify the other Party of such charges in writing.

21.11 Severability

In the event any one (1) or more of the provisions of the Agreement shall for any reason be held to be invalid, illegal, or unenforceable, the remaining provisions of this Agreement shall be unimpaired, and the invalid, illegal, or unenforceable provision(s) shall be replaced by a mutually acceptable provision(s) negotiated by the Parties that, being valid, legal and enforceable, comes closest to the Parties' intentions related to the underlying invalid, illegal, or unenforceable provision(s).

21.12 Headings

The headings in the Agreement are for reference only and shall not in any way limit or otherwise affect the meaning or interpretation of any of the terms hereof.

21.13 Independent Contractor

The Parties intend to create an independent contractor relationship and nothing contained in this Agreement shall be construed to make either Owner or Contractor partners, joint venturers, principals, agents or employees of the other. No officer, director, employee, agent, affiliate, or contractor retained by Contractor to perform work on Owner's behalf under this Agreement shall be deemed to be an employee, agent or contractor of Owner.

21.14 Counterparts

This Master Agreement may be executed in several counterparts, all of which taken together shall constitute one single agreement between the Parties hereto.

21.15 Survival of Provisions

The provisions of Sections 12.4 (Effect of Termination or Expiration), 12.5 (Transition Assistance), 14 (Confidential Information), 15 (Indemnification Obligations), 16 (Limits of Liability and Special Damages), 20 (Dispute Resolution and Arbitration), and 21.5 (Advertising or Publicity), and such other provisions that by their nature or effect survive the expiration or termination of the Agreement shall survive.

IN WITNESS WHEREOF, the Parties hereto, each acting with proper authority, have executed this Agreement as of the day, month and year first above written.

[Owner Name]

[Contractor Name]

By: _____

By: _____

Name:

Name:

Title: _____

Title: _____

Date:

Date:
