

Metro Bike Share For Business Program Agreement

This Bike Share For Business Program Agreement (“Agreement”) is entered into as of subscription date (“Effective Date”) by and between Bicycle Transit Systems, Inc. a Delaware Corporation, the operator of Metro Bike Share (“BTS”) and the company or organization by which this Agreement is accepted below (“Company”) individually referred to herein as a “Party” and collectively as the “Parties.” WHEREAS, Los Angeles Metropolitan Transportation Authority (“Metro”) is the owner of Metro Bike Share and BTS operates Metro Bike Share on the Metro’s behalf.

WHEREAS, BTS provides employers and other organizations with the opportunity to subsidize or offer discounted individual Metro Bike Share passes for their respective employees and other relevant constituents (each called an “Associate”) through the Metro Bike Share For Business Program (the “Program”).

WHEREAS, Company X desires to enroll in the Program.

NOW THEREFORE, in exchange for good and valuable consideration, the receipt and adequacy of which are acknowledged, the Company and BTS agree as follows:

SECTION I ENROLLMENT

1. To initiate enrollment in the Program, the Company agrees to provide BTS with the information requested in the required fields of the corporate account enrollment form which is found on Metro Bike Share website. The Company acknowledges that its enrollment into the Program is at BTS’ sole discretion.

2. Enrollment into the Program is contingent upon each participating Associate executing, with BTS, a User Agreement in order to register, or renew, their individual membership in Metro Bike Share. The Program is likewise contingent upon the participation of at least 5 associates of the Company. The Company agrees to participate in the Program for a minimum of 6 months.

3. Each Associate shall be responsible to pay a monthly fee, if any, based upon the agreed-upon Bike Share For Business Program rate as listed on the Metro Bike Share website as well as any usage fees incurred by the Associate.

The Company agrees to distribute information about Metro Bike Share and the Program to the Company’s employees via internal communication channels such as new hire paperwork, Company’s internal website, and/or email as agreed upon by BTS and the Company.

4. BTS will create Company’s Program account (“Company’s Account”) based on the information provided by Company in its completed enrollment form. BTS will email the Company’s primary contact a company

specific URL within 10 Business Days (“Company Portal”). BTS will also email the Company’s primary contact to confirm the Company’s Account, the type of subsidy selected, and will provide technical assistance to the Company and its Associates, if and when requested.

SECTION II PRICING & PAYMENT

1. Under the Program, the Company can choose the level of subsidy, if any, as listed on the Metro Bike Share website. The Company will be responsible for payment of the Company subsidy rate chosen, if any.
2. Each Associate will be charged for the Associate contribution, if any, as listed on the Metro Bike Share website.
3. On a 30-day schedule, BTS will process payment via the credit card or other payment method listed on the Company Account at the agreed-upon subsidy rate, if any during the initial Term and described further in the invoice posted to the Company Portal.
4. The Company shall be responsible for keeping credit card or other payment method information up-to-date on the Company Portal.
5. If any invoice is not paid in full within forty-five (45) days after the date of the invoice, then BTS may in its sole discretion, until all invoices have been fully paid, (a) place a hold on the Company’s Account and deny any and all subsequent renewals or new passholder registrations under the Company Account; and (b) cancel the individual passes of Associates listed on any unpaid invoice.
6. If, at any time, a Company’s Account has fewer than 5 Associates as active passholders on the Account, BTS will bill the Company the difference between the amount of payment collected and the amount of payment that would be collected if 5 Associates were enrolled in the Program.
7. The Company agrees that at no time will Company charge or otherwise require payment from Associates for any amounts paid by Company pursuant to this Agreement. If Company violates this requirement of not charging Associates for the remaining balance of the cost of their Monthly Pass, BTS may in its sole discretion terminate this Agreement immediately and without notice to Company.
8. Usage/Overtime and Other Fees. All usage or overtime fees, lost or stolen bicycle fees, damage costs and other fees will be charged directly to the responsible, individual Associate per the terms of Associate’s User Agreement with BTS.
9. Every 30 days, BTS will charge the Company for the amount owed.

10. The Company shall be responsible for managing the list of Associates within the Company who are eligible for participation in the Program through the Company Portal.

SECTION III TERM AND TERMINATION

1. The Agreement shall begin upon the submission of the enrollment form and continue uninterrupted for six (6) months (“Term”). Upon the conclusion of the initial Term of six (6) months, the Company shall have the right to select a different subsidy rate for continued participation in the Program. If the Company chooses to select a different subsidy rate at the completion of a 6-month term, a new 6-month term will be initiated.
2. With the exception of Section II.7, BTS may terminate the Agreement with the Company for any reason upon giving thirty (30) days written notice to the Company notifying Company of BTS’ intent to terminate.
3. With the exception of the initial six (6) month term, Company may terminate the Agreement with BTS for any reason upon giving BTS thirty (30) day written notice of its intent.
4. The Company may discontinue the Company’s Account by sending an email message from the Company’s primary contact person or secondary contact person to BTS at business@bikeshare.metro.net requesting that the Company’s Account be closed. Within 30 days of receiving such email message, BTS will close the Company’s Account and deny any and all subsequent renewals or new pass registrations under the Company’s Account. All unpaid amounts owed to BTS under the Company’s Account must be paid in full by the Company immediately upon Company’s receipt of its final invoice.
5. BTS will not cancel individual Metro Bike Share membership passes activated under the Company’s Account except as such right is otherwise reserved in the User Agreement. Execution of said User Agreement is required for membership and participation in the Bike Share Program.
6. Upon termination of the Program, Associates wishing to register for, or renew, their Metro Bike Share passes after the closing of the Company’s Account will be enrolled in the Bike Share Program pursuant to the Associate’s User Agreement with BTS. At such time, the Company’s employee(s) will be responsible for the entire payment of their Metro Bike Share pass at the current User monthly rate as listed on BTS’ website.

SECTION IV CONFIDENTIALITY; OWNERSHIP OF INFORMATION

Confidentiality of Information.

Metro and any company that enters into a contract with Metro to operate a transit fare collection system (including BTS and subcontractors) is governed by and must conform to California Streets and Highways Code Section 31490 regarding users’ “personally identifiable information” which includes any information that

identifies or describes a person including, but not limited to, travel pattern data, address, telephone number, email address, license plate number, photograph, bank account information, or credit card number.

Metro and BTS may not sell or otherwise provide to any other person or entity personally identifiable information of any person who subscribes to Metro Bike Share with the following exceptions and conditions:

1. Metro and BTS may, within practical business and cost constraints, store only personally identifiable information of a person such as, to the extent applicable, the account name, credit card number, billing address, vehicle information, and other basic account information required to perform account functions such as billing, account settlement, or enforcement activities. All other information shall be discarded no more than four years and six months after the billing cycle has concluded, the bill has been paid, and all toll or fare violations, if applicable, have been resolved. Metro and BTS shall make every effort, within practical business and cost constraints, to purge the personal account information of an account that is closed or terminated. In no case shall a transportation agency maintain personal information more than four years and six months after the date an account is closed or terminated.
2. Metro and BTS may make personally identifiable information of a person available to a law enforcement agency only pursuant to a search warrant. Absent a provision in the search warrant to the contrary, the law enforcement agency shall immediately, but in any event within no more than five days, notify the person that his or her records have been obtained and shall provide the person with a copy of the search warrant and the identity of the law enforcement agency or peace officer to whom the records were provided.
3. A peace officer, as defined in Section 830.1 or 830.2 of the Penal Code, when conducting a criminal or traffic collision investigation, may obtain personally identifiable information of a person if the officer has good cause to believe that a delay in obtaining this information by seeking a search warrant would cause an adverse result, as defined in subparagraphs (A) to (E), inclusive, of paragraph (2) of subdivision (a) of Section 1524.2 of the California Penal Code.
4. Metro and BTS may publicly release aggregated traveler information derived from collective data that relates to a group or category of persons from which personally identifiable information has been removed.
5. Metro and BTS, may utilize personal information when performing financial and accounting functions such as billing, account settlement, enforcement, or other financial activities required to operate and manage the system. This section, with respect to electronic transit fare collection systems, does not prohibit the sharing of data between transportation agencies for the purpose of interoperability between those agencies. A third-party vendor may not use personally identifiable information obtained under this subdivision for a purpose other than as described in this subdivision.
6. Metro and BTS may communicate, either directly or through a contracted third-party vendor, to subscribers about products and services offered by, the agency, a business partner, or the entity with which it contracts for the system, using personally identifiable information limited to the subscriber's name, address, and electronic mail address, provided that the transportation agency has received the subscriber's express written consent to receive the communications.

7. Metro and BTS may not use a nonsubscriber's personally identifiable information to market products or services to that nonsubscriber.

8.

For Business Program Associates, the Los Angeles County Metropolitan Transportation Authority and BTS may make the following data available to the Business Program Associate's company, limited to name and subscription date only.

SECTION V USE OF TRADEMARKS

Company shall, whenever possible, include both the name associated with the Bike Share Program (referred to as "Metro Bike Share") and also the logo (reflecting a sponsorship of the Bike Share Program) in Company's promotional materials and Company emails advertising participation and enrollment in the Program.

Title to and ownership of the name, "Metro Bike Share" resides with Metro. Title to and ownership of the logo resides with the sponsor. The name and logo are hereinafter collectively referred to as the "Designations" and are depicted in Exhibit A.

Prior to using the Designations in its promotional/advertising materials, Company shall submit samples of Company's intended use of the Designations to Metro for its prior approval, which approval shall not be unreasonably withheld or delayed. Each sample provided under this provision shall be provided in a tangible digital format or physical form as requested by the owning party. The owning party will make commercially reasonable efforts to approve/disapprove Company's sample within 10 business days.

Once approved, the Company may continue to use the Designations as depicted in such samples, for the same or substantially similar use without subsequent approvals.

Company shall only use the Designations while participating in the Program and only for as long as BTS and Metro approve Company's use. Company's use is temporary, revocable and non-exclusive.

Company's (or its agents or employees) unauthorized and/or improper use of the Designations will result in automatic termination of this Agreement and the aforementioned parties may avail themselves to any other available remedy at law.

SECTION VI INDEMNIFICATION

The Company hereby agrees to indemnify, hold harmless and defend BTS, Metro, and its and their affiliates, officers and directors, against any loss or claim arising out of any actual or alleged breach by the Company of this Agreement, including violations of trademarks and/or copyrights used in connection with this Program.

SECTION VII MISCELLANEOUS

1. **Company Representations.** The individual executing this agreement on behalf of the Company represents and warrants that such individual has the full and complete permission and authority of the Company to do so, and has the full right and authority to commit and fully bind the company, its heirs, devisees, executors, administrators, successors and assigns according to the provisions hereof.
2. **Reservation of Right.** BTS reserves the right to alter, amend, or eliminate any feature of the services obtained through the Program, including their establishment or removal or the revision of charges, in its sole discretion at any time. Any such changes shall be effective immediately for new corporate members, or for current corporate members 30 days after email notice to the Company's primary contact person. Company's continued access or use of the Program after such notice constitutes Company's consent to be bound by the terms, as amended.
3. **Choice of Laws.** This Agreement is governed by and must be construed and enforced in accordance with, the laws of the State of Pennsylvania, excluding principles of conflict of law. This Agreement shall be deemed to have been drafted jointly by the parties and must be construed in accordance with the fair meaning hereof.
4. **Entire Agreement.** This Agreement contains the complete, final, and exclusive integrated agreement between the parties with respect to its subject matter and supersedes all other agreements relating hereto.
5. **Survival.** The alteration or termination of this Agreement does not terminate any obligation that existed prior to such alteration or termination, or any obligation that continues past the alteration or termination.
6. **Binding Agreement.** This Agreement and any amendments hereto are binding upon and inure to the benefit of the parties and their respective heirs, devisees, executors, administrators, successors and assigns.
7. **Time Is of the Essence.** Time is of the essence with respect to the full performance by each party of each of its duties and obligations arising under this Agreement.
8. **Headings.** The headings in this Agreement do not affect the interpretation of this Agreement. Plural terms refer to all members of the relevant class, and singular terms refer to any one or more members of the relevant class. "Or" is not exclusive in its meaning. "Including" means "including, but not limited to."

9. **Counterparts.** This Agreement may be executed in original counterparts, where all counterparts taken together create the binding Agreement. Electronic signatures are sufficient to bind the party sending the electronic signature.

EXHIBIT A
USE OF TRADEMARKS & LOGOS

