

AGREEMENT

This Pilot Agreement (hereinafter, "Agreement") made this [DAY] day of [MONTH] [YEAR] (the "Effective Date"), between **New Jersey Transit Corporation**, (hereinafter known as "NJ TRANSIT"), a public instrumentality of the State of New Jersey, with principal offices located at 1 Penn Plaza East, Newark, New Jersey 07105, and [COMPANY], a [STATE] corporation, with offices located at [ADDRESS] ("Company"). NJ TRANSIT and Company are each referred to as a "Party", and collectively referred to as the "Parties".

WITNESSETH

WHEREAS, NJ TRANSIT is tasked with, among other things, maintaining and operating the public transportation system within the State of New Jersey, with links to New York City and Philadelphia, including the modes of bus, light rail, paratransit, commuter rail, and assistance to other community transit providers in New Jersey; and

WHEREAS, the _____ to identify [[GOAL]] including NJ TRANSIT ("SHORTNAME"); and

WHEREAS, Company has been selected to participate in the [SHORTNAME] and proposed, as a solution, [PRODUCT/SERVICE AT ISSUE] (the "SOLUTION"); and

WHEREAS, NJ TRANSIT and Company wish to further test the SOLUTION to assess its effectiveness and viability for possible adoption by NJ TRANSIT ("Proof of Pilot Project").

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Agreement Term.

The term of this Agreement shall commence on the Effective Date and shall continue until expiration of the Pilot Project Period, as defined in Exhibit A attached hereto (the "Term") or as otherwise set forth in this Agreement.

2. Access to NJ TRANSIT Facilities, Personnel, and Consultation.

NJ TRANSIT will make certain facilities, equipment, personnel, and data ("NJ TRANSIT Assets") available to Company during the Pilot Phase, as defined in Exhibit A attached hereto, to enable Company to test, evaluate, and improve the SOLUTION. NJ TRANSIT will not charge a monetary fee to Company for such NJ TRANSIT Assets. The specific NJ TRANSIT Assets that NJ TRANSIT will make available during each phase, and the timetable for such access, are identified in the "Pilot Plan,"

which shall be jointly agreed to by the Parties, and attached hereto as Exhibit A. The Pilot Plan shall also identify the date of expiration of the Pilot Project Period. NJ TRANSIT reserves the right, in its sole and absolute discretion, to make final determinations about which NJ TRANSIT Assets to make available to Company during each phase.

3. Intellectual Property Ownership.

Company shall retain all right, title, ownership and interest in and to all Intellectual Property and all related materials, and all modifications and derivations thereof, in and related to the SOLUTION and all of Company's Preexisting Materials ("Intellectual Property Rights"). For the purpose of this Agreement, "Intellectual Property" means the following rights, whether foreign or domestic, related to the SOLUTION: (a) patents, patent disclosures and inventions, whether registered or unregistered and including all applications for, and all renewals, reissues, reexaminations, extensions, divisions, continuations, continuations in part and counterparts; (b) trademarks, service marks, trade dress, trade names, logos, corporate names and domain names, whether registered or unregistered, together with all of the goodwill associated therewith; (c) copyrights and copyrightable works (including computer programs), mask works and rights in data and databases; (d) trade secrets, know-how and other confidential information; and (e) any and all ideas and concepts.

For purposes of this Agreement, NJ TRANSIT acknowledges that the following preexisting and independently developed materials constitute Preexisting Materials: Company's patents and patent applications around the SOLUTION and its other products, methods, or processes for the SOLUTION and its other products, including without limitation, [IDENTIFY ANY PATENTS/APPLICATIONS] (a) all U.S. applications that claim the benefit of the filing date or claim priority, directly or indirectly, from any of the foregoing applications, including without limitations corresponding international, regional and/or national applications and all direct or indirect continuation, continuation-in-part, divisional, substitute, reissue or re-examination applications, (b) all U.S. patents issuing or reissuing directly or indirectly from any of the foregoing, (c) all foreign counterparts to the foregoing within the world. Supplier maintains all right, title, and interest in and to such SOLUTION and Preexisting Materials. NJ TRANSIT will not otherwise decompile, disassemble, or reverse engineer the SOLUTION or the Preexisting Materials.

NJ TRANSIT may make certain recommendations to Company about improvements to the SOLUTION or the Preexisting Materials, or provide certain Confidential Information to Company to facilitate development of the SOLUTION ("NJ TRANSIT Contributions"). Should Company incorporate NJ TRANSIT's Contributions into the SOLUTION or the Preexisting Materials, or use NJ TRANSIT

Confidential Information, but not Security-Sensitive Information, to improve the SOLUTION and Preexisting Materials, Company will continue to own all Intellectual Property in the SOLUTION and the Preexisting Materials; provided, however, that any commercialization of the SOLUTION shall not contain any NJ TRANSIT-identifying Confidential Information or NJ TRANSIT Security Sensitive Information therein. By way of clarification and not limitation, any NJ TRANSIT Data or NJ TRANSIT Confidential Information the Company utilizes as part of the SOLUTION must be anonymized so as not to identify NJ TRANSIT. Company shall provide NJ TRANSIT at least thirty (30) days advanced notice when it plans to utilize its Confidential Information or NJ TRANSIT Data for commercialization purposes and NJ TRANSIT retains the sole right to approve use of its Confidential Information or NJ TRANSIT Data for such purposes. NJ TRANSIT hereby grants, assigns, and transfers to Company all right, title and interest in any Intellectual Property in NJ TRANSIT Contributions as a result of the Pilot Project. NJ TRANSIT Contributions are provided to the Company as-is and with all faults, and NJ TRANSIT extends no warranty of any kind, either express or implied, written or oral, with respect to NJ TRANSIT Contributions including, without limitation, warranties of merchantability, suitability with the SOLUTION or fitness for a particular purpose. Notwithstanding the foregoing, NJ TRANSIT's grant of rights to Company carries certain licensing obligations specified in Section 4 below.

4. Company's Limited License to NJ TRANSIT and Permitted Downstream Uses.

Effective as of the commencement of the Pilot Prep Phase, and in consideration for Company's use of NJ TRANSIT Assets, Company hereby grants to NJ TRANSIT and its agents or contractors an irrevocable, royalty-free, worldwide, sublicensable license to Company's Intellectual Property for three (3) months following the expiration or sooner termination of this Agreement ("Limited License Term"),(a) solely for purposes of evaluating, testing, prototyping, and validating the [SOLUTION TITLE] (in laboratory, beta, real-time, in-the-field, and other similar environments), and (b) solely for purposes of the SHORTNAME challenge for which the Company submitted the [SOLUTION TITLE] as a solution(the "Pilot License").

Notwithstanding the foregoing, NJ TRANSIT reserves the right, free and unfettered, and in its sole and absolute discretion, to, at any time, develop, commission, use, and otherwise exploit products, services, and solutions similar to, or competitive with, the SOLUTION; provided NJ TRANSIT does not infringe Company's valid Intellectual Property Rights (collectively, "Permitted Downstream Uses"). In the event NJ TRANSIT pursues such Permitted Downstream Uses, Company will not be entitled to any compensation based on Permitted Downstream Uses, including in connection with any subsequent procurements, regardless of whether they involve the SOLUTION.

5. Access to Updates and other Support.

Company will provide NJ TRANSIT with all updates, patches, and fixes during the Term. Prior to commencing the Pilot Project, Company shall identify all open source code used in or used to create the source code.

6. NJ TRANSIT Right to Use Independent Contractors and Restrictions. NJ TRANSIT may provide access to third party independent contractors so that NJ TRANSIT can implement, review and maintain the SOLUTION. Although NJ TRANSIT has full discretion in selecting the independent contractors to implement, review, and maintain the SOLUTION, NJ TRANSIT covenants that it will contractually obligate such independent contractors to: a) limit their access and use of Company Intellectual Property to their services for NJ TRANSIT; and b) treat such Company Intellectual Property under the same confidentiality obligations that bind NJ TRANSIT in Section 7 below.

7. Confidentiality and Access to NJ TRANSIT Data.

Confidentiality and Access to data shall be governed by the **NJT Cyber Security Contract** attached in Exhibit B and **Mutual Non-Disclosure Agreement** in Exhibit C.

8. Personal Data Protection

Data protection, security policies, and technology standards shall be governed by the **NJT Cyber Security Contract** attached in Exhibit B.

9. Company Warranties.

Company represents and warrants that:

(a) it is a corporation duly organized, validly existing and in good standing under the laws of the **[STATE]**;

(b) it is in good standing and qualified to do business in the State of New Jersey;

(c) this Agreement has been duly executed and delivered by Company and constitutes the legal, valid and binding obligation of Company, enforceable in accordance with its terms;

(d) the delivery and performance of this Agreement does not and will not (i) conflict with, result in the breach of, constitute a default of, result in being declared void or voidable any provision of, or result in any right to terminate or cancel any contract, lease or agreement to which Company is bound, or (ii) constitute a violation of any statute, judgment, order, decree or regulation or rule of any court, governmental authority or arbitrator applicable or relating to Company, or (iii) result in the acceleration of any debt or other obligation of Company;

(e) Company, in its actions in connection with this Agreement, shall comply with all applicable federal, state and local laws, regulations and rules applicable to it; Company owns, or will own, the rights and interests in, or to, the Company Intellectual Property necessary to enter into this Agreement and to be developed pursuant to this Agreement;

(f) Company Intellectual Property does not infringe any statutory or common law copyright, privacy, trade secret or other intellectual property right of any third party regarding all uses contemplated under this Agreement;

(g) the SOLUTION does not, to the extent such third-party rights are known to the Company, (i) violate or infringe any intellectual property rights of a third party, (ii) defame the reputation or other interests of a third party, (iii) constitute the misappropriation of a third party's publicity rights, or (iv) violate a third party's legally protected privacy rights.

10. NJ TRANSIT Warranties.

NJ TRANSIT represents and warrants that:

(a) NJ TRANSIT is a duly registered public instrumentality of the State of New Jersey.

(b) NJ TRANSIT has full right, power and authority and all necessary consents and approvals of any third party and government authorities to execute and perform this Agreement.

(c) this Agreement has been duly executed and delivered by NJ TRANSIT and constitutes the legal, valid and binding obligation of NJ TRANSIT, enforceable in accordance with its terms;

11. Indemnification.

Company shall defend, indemnify and hold harmless, and shall cause its contractors and subcontractors to defend, indemnify and hold harmless, NJ TRANSIT, the State of New Jersey, and its affiliates and subsidiaries, including the principals, officers, directors, agents and employees (collectively "Indemnified Parties") thereto, from and against any and all claims, demands, causes of action, losses, damages, costs and expenses (including reasonable attorneys' fees) arising out of or relating to: (i) Company's breach of any of the terms, representations, warranties or covenants of this Agreement, (ii) any allegation that the SOLUTION infringes the intellectual property rights of a third party (iii) any unauthorized possession, security breach, use or knowledge of Confidential Information, or any attempted unauthorized possession or use or knowledge thereof (or any system on

which Confidential Information may be stored or maintained) by any person or entity; (iv) negligence or willful misconduct by Company, or any of its officers, directors, employees, agents or representatives; (v) bodily injury, including death, or damage to tangible property caused by Company; or (vi) Company's failure to comply with applicable law; (vii) the acts or omissions of Company, its employees, contractors, subcontractors, consultants, agents, subcontractors, or representatives; (viii) the component or performance of any Work; (ix) the use, operation, or possession of any Material or of NJ Transit's equipment, machinery, or materials; (x) the nature or condition of the Site, premises, or facilities where any Work was provided or performed; (xi) the failure to provide adequate preventative and protective measures, safeguards, or devices.

When NJ TRANSIT receives a notice of a claim or action, it shall promptly notify the Company in writing. NJ TRANSIT may, at its option, elect to control the defense of such claim or action with counsel of its choosing, at Company's expense. The Party controlling the defense may elect to enter into a settlement agreement which will be indemnified by Company, provided that no such settlement or defense shall include any admission or implication of wrongdoing on the part of Company or NJ TRANSIT without such Party's prior written consent. In addition, in the event that Company controls the defense of NJ TRANSIT, NJ TRANSIT shall have the right to pre-approve the settlement of any claim subject to indemnification under this Agreement that affects its rights, imposes any obligations on it, or admits any fault or wrongdoing. In the event that Company controls the defense of a claim, Company agrees to keep the NJ TRANSIT fully advised with respect to such claims and the progress of any suits. The indemnity provided for under this Section shall survive the expiration or early termination of the Agreement.

12. Liability Limitation.

Notwithstanding anything herein to the contrary, no Party shall be liable to the other for consequential, incidental, indirect, special, or punitive damages arising out of this Agreement, in particular, loss of profits, revenue, or contracts. In addition, neither Party's aggregate liability shall exceed \$50,000. These limitation provisions shall not apply to Articles 10 (Indemnification), or 12 (Insurance) or to Company's subcontractors.

13. Insurance.

Prior to the start of any Services, Company shall, and shall cause all of its contractors and subcontractors, at its sole cost and expense, procure and maintain in effect during performance and until final completion and acceptance of any Services under this Agreement the following minimum insurance coverage with carriers acceptable to NJ TRANSIT as defined in Exhibit D and itemized here:

(a) Comprehensive General Liability Insurance - minimum aggregate amount of \$1,000,000

(b) Automobile Liability Insurance - \$1,000,000

(c) Professional Liability/Errors and Omissions - \$5,000,000 each occurrence, \$5,000,000 aggregate.

(c) Employer's Liability

(1) \$1 Million Bodily Injury

(2) \$1 Million Each Employee by Disease

(3) \$1 Million Aggregate Disease

(d) Worker's Compensation Insurance - in accordance with NJ guidelines.

14. Termination and Transition Services.

Termination Rights and Procedure. This Agreement will terminate at the expiration of the Pilot Period. Either Party may terminate this Agreement at any time for its convenience, thereby ending the Pilot Period, upon fifteen (15) calendar days' notice to the non-terminating Party. Either Party may terminate this Agreement if (i) the other Party materially breaches this Agreement; (ii) the terminating Party provides the breaching Party with written notice thereof; and (iii) the breaching Party fails to remedy its breach within sixty (60) days from the date of receipt of written notice thereof

Transition Services. Company agrees to provide all transition assistance that NJ TRANSIT requests in connection with transitioning the SOLUTION implemented as a result of this Pilot from Company to an NJ TRANSIT-designee (the "Transition Services") including, but not limited to, a successor company. Transition Services include those services that NJ TRANSIT requests including, for example, the continued maintenance and support of the SOLUTION, personnel support, materials, information, and services necessary or desirable to (i) maintain the SOLUTION during a NJ TRANSIT procurement process for similar or related solutions; and (ii) facilitate transitioning from Company to a NJ TRANSIT designee. Company shall be obligated to provide the Transition Services for no more than twelve (12) months following termination or expiration of this Agreement, and costs for such Transition Services shall be negotiated and mutually agreed upon by the Parties; provided, however, that such fees shall not exceed Company's then standard rates. The Parties agree that the period of performance for Transition Services shall serve as an extension of the Pilot and this Agreement, and as such, all terms and conditions of this Agreement shall apply to the Transition Services. By way of clarification and not limitation, in the event the Parties agree upon Transition Services, the Term shall be extended to support such Transition Services. Additionally, upon

termination or expiration of this Agreement, NJ TRANSIT agrees to either (i) return the used fixtures or any materials concerning the SOLUTION (in any condition) that are in NJ TRANSIT'S possession, if requested by the Company or (ii) the Parties shall agree in good faith on the price to be paid by NJ TRANSIT to the Company for the used fixtures or any materials concerning the SOLUTION that are in NJ TRANSIT'S possession and upon payment of such purchase price NJ TRANSIT shall have the right to retain the same.

15. Assignment/Change in Control.

Company may not by agreement, operation of law, or otherwise, assign, encumber, transfer, convey, sublet, or otherwise dispose of this Agreement, whether in whole or in part to any entity or person, including, but not limited to, an assignment, transfer, or conveyance by change in the control or a change in control of any entity controlling the Company without the prior written consent of NJ TRANSIT, which consent may not be unreasonably withheld, conditioned, or delayed. A "change of control" shall mean any sale, in one or a series of related transactions, of all or any portion of the Company or any subsidiary thereof, whether by sale of equity interests, merger (other than a merger in which the Company is the surviving entity and no change of control occurs as a result of such merger), reorganization, consolidation, refinancing or recapitalization that results in a change in the ownership of fifty percent or more of the equity of the Company or any subsidiary of the Company, or sale, lease, exchange, transfer or other disposition of all or substantially all of the assets of the Company or any subsidiary thereof (which may include, without limitation, a license of all or substantially all of the Company's or such subsidiary's intellectual property) or a transfer or change in control by contract or other such agreement, which may impact negatively the respective performance of Company's obligations under this Agreement.

Any action by Company which violates the provisions of this Section shall be deemed to be a breach of the Agreement, and NJ TRANSIT may have all rights and remedies available to it under law and equity, including termination of the Agreement.

16. Choice of Law and Jurisdiction.

This Agreement shall be governed by and enforced in accordance with the laws of the State of New Jersey, without regard to its principles of conflict of laws. The Parties consent to the jurisdiction of the state or federal courts located in the County of Essex in connection with any disputes arising under this Agreement.

17. No Personal Liability.

No principal, member, director, officer, employee, or agent of NJ TRANSIT or Company shall be liable personally by reason hereof.

18. Notices.

Notices to any Party must be in writing addressed to such Party at the address set forth above, and sufficient service shall be deemed made thereof as of five (5) business days after mailing or, if delivery to the Party is by hand or electronic transmission, as of the date of such delivery. If notice is given to Company, copies shall be sent to:

[COMPANY], and if notice is given to NJ Transit, a copy shall also be sent to Chief of Procurement, NJ TRANSIT 1 Penn Plaza East, 6th Floor, Newark, NJ 07105

19. Entire Agreement and Conflict of Terms.

This Agreement contains all the terms and conditions agreed upon by the Parties hereto, and no other agreement, oral or otherwise, except amendments executed by both parties, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the Parties hereto or to vary any of the terms contained herein. For purposes of clarification and not limitation, in the event of a conflict between a term in this Agreement and a term in the SHORTNAME Terms and Conditions, the terms of this Agreement shall govern.

20. Force Majeure.

Neither Party shall be liable to the other Party for delays in the execution of its obligations due to causes beyond its reasonable control and that are not caused or attributable to the fault or negligence of the Party delayed including, but not limited to, acts of God, fires, strikes, labor disturbances, floods, epidemics, pandemics, quarantine restrictions, terrorism, war, insurrection or riot, acts of a civil or military authority, legislation, compliance with executive orders, unusually severe weather (each, a "Force Majeure Event"). In the event of any such delay, the delayed party must notify the other party as promptly as is commercially reasonable and take all commercially reasonable steps to mitigate the effect of the Force Majeure Event. The Term and any deliverable or milestone dates contemplated by this Agreement will be extended for a minimum of time equal to the period of the delay.

21. Relationship of the Parties.

Nothing herein shall be deemed to establish a relationship of principal and agent between NJ TRANSIT, and Company, or any of their respective agents or employees. This Agreement may not be construed as creating any form of legal association or arrangement that would impose liability upon one Party for the act or failure to act of any other Party.

22. Subcontracting.

Company shall perform all Services contemplated by this Agreement itself, and Company shall not permit any third parties to perform any portion of the Services herein without NJ TRANSIT's prior written approval, which may be withheld or conditioned in NJ TRANSIT's sole discretion. If Company desires to subcontract any portion of the Services, then Company shall submit a request to NJ TRANSIT at least twenty (20) calendar days prior to the proposed commencement date of the subcontractor's performance. Such request shall include: (i) a description of the Services to be subcontracted; (ii) the commencement and completion dates for the Services; (iii) the amount to be paid to the subcontractor; (iv) the subcontractor's name, resume of similar work performed by the subcontractor, and relevant client contacts and telephone numbers; (v) the proposed agreement between Company and the subcontractor for the Services; and (vi) any other information that NJ TRANSIT requests, including any and all affirmations, certifications and other forms typically required of a Company. If NJ TRANSIT approves of the request to subcontract Services, then the terms and conditions of this Agreement shall apply to such approved subcontractor. NJ TRANSIT's approval of a subcontractor shall not operate as a waiver of any right against Company or other third parties, nor shall it relieve Company of any of its obligations to perform the Services as set forth in the Agreement, including those portions of the Services that were subcontracted. NJ TRANSIT shall have no liability for any subcontractor-performed Services unless NJ TRANSIT has provided prior written approval for the specific subcontractors and the specific Services performed by such subcontractor pursuant to this Section 21 (Subcontracting).

23. Dispute Resolution.

In the event of a dispute related to the performance of any Services under this Agreement, or issues related thereto, NJ TRANSIT and the Company's project managers shall attempt to resolve such dispute within ten (10) calendar days of either Party notifying the other of a dispute. If resolution cannot be reached, such dispute shall be escalated to NJ TRANSIT's Chief of Procurement or designee, for resolution within ten (10) calendar days of notice of the dispute. If resolution still cannot be reached, this Agreement may be terminated pursuant to Section 14 (Termination) herein. Nothing in this dispute resolution provision shall prohibit either Party from seeking judicial relief as allowed by applicable law.

24. Changes to this Agreement.

This Agreement may only be modified or amended by the written, mutual agreement of the Parties.

25. NJ TRANSIT Code of Vendor Ethics.

Company agrees throughout the Term (i) to comply with NJ TRANSIT's Code of Vendor Ethics, (available at: <https://www.njtransit.com/njt-code-vendor-ethics>), and (ii) to report to NJ TRANSIT any change in circumstance, including conflicts of interest, that materially impacts the previously-submitted "Certification of Compliance with the Code of Ethics" or subsequent update(s) submitted to NJ TRANSIT. Company further agrees throughout the Term to comply with NJ TRANSIT's Zero Tolerance Policy, which generally prohibits Company from giving a gift of any value, including entertainment and meals, to NJ TRANSIT officers, directors, and employees.

26. Severability.

In the event any term or provision of this Agreement is determined to be invalid, illegal or unenforceable for any reason, in whole or in part, by any court of competent jurisdiction, the remaining terms or provision of this Agreement shall be unaffected thereby and shall remain in full force and effect to the fullest extent permitted by applicable law.

27. Waiver.

Waiver by either Party of a breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of this Agreement unless and until the same shall be agreed to in writing by the party against whom the waiver is sought to be enforced.

28. Execution of Agreement.

This Agreement may be executed in counterparts. Both Parties acknowledge and agree that this Agreement may be executed and delivered by electronic means and upon such delivery, the electronic signature will be deemed to have the same effect as if the original signature had been delivered to the other party. Signatures exchanged by facsimiles are also effective for all purposes hereunder to the same extent as original signatures.

29. WAIVER OF JURY TRIAL.

EACH PARTY HEREBY WAIVES ITS RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS AGREEMENT OR THE SUBJECT MATTER HEREOF. THE SCOPE OF THIS WAIVER IS INTENDED TO BE ALL-ENCOMPASSING OF ANY AND ALL DISPUTES THAT MAY BE FILED IN ANY COURT AND THAT RELATE TO THE SUBJECT MATTER OF THIS TRANSACTION, INCLUDING CONTRACT CLAIMS,

TORT CLAIMS (INCLUDING NEGLIGENCE), BREACH OF DUTY CLAIMS, AND ALL OTHER COMMON LAW AND STATUTORY CLAIMS UNLESS OTHERWISE PREVENTED BY ANY APPLICABLE LAW, REGULATION OR ORDER. THIS SECTION HAS BEEN FULLY DISCUSSED BY EACH OF THE PARTIES HERETO AND THESE PROVISIONS WILL NOT BE SUBJECT TO ANY EXCEPTIONS UNLESS REQUIRED BY ANY STATUTE, REGULATION OR ORDER. EACH PARTY HERETO HEREBY FURTHER WARRANTS AND REPRESENTS THAT SUCH PARTY HAS REVIEWED THIS WAIVER WITH ITS LEGAL COUNSEL, AND THAT SUCH PARTY KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS FOLLOWING CONSULTATION WITH LEGAL COUNSEL.

CONFIDENTIAL

IN WITNESS WHEREOF, this Agreement has been executed for NJ TRANSIT, and [COMPANY] on the Effective Date. The representatives signing this Agreement have the authority to contractually bind NJ TRANSIT and [COMPANY].

New Jersey Transit Corporation

[BY]

[NAME] (Print)

[TITLE]

[DATE]

[COMPANY]

[BY]

[NAME] (Print)

[TITLE]

[DATE]

EXHIBIT A - PILOT PLAN

CONFIDENTIAL

EXHIBIT B – NJT CYBER SECURITY CONTRACT

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EXHIBIT C – MUTUAL NON-DISCLOSURE AGREEMENT

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EXHIBIT D – INSURANCE

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