

**PENINSULA CORRIDOR JOINT POWERS BOARD
2024 CALTRAIN GO PASS PROGRAM AGREEMENT**

Participant Name: _____

Address: _____

Legal Notice Address (if different from above): _____

Contact Person: _____ Email: _____

Phone: _____ Alternate Phone: _____

Total Payment: \$X Number of Participating Sites: X

Number of Go Pass Users as defined below: X

Go Pass Eligibility

☐ **Business**
"Go Pass Users" for the purpose of this document are considered to be all staff who are assigned to the participating worksite(s); working more than 20 hours per week (onsite or offsite); and are a resident of Alameda, Contra Costa, Marin, Merced, Monterey, Napa, Sacramento, San Benito, San Francisco, San Joaquin, San Mateo, Santa Clara, Santa Cruz, Solano, Sonoma, Stanislaus, and Yolo counties and excludes temporary employees, interns, contractors, consultants and sworn peace officers¹. Notwithstanding the foregoing, the Participant may issue unused Go Passes to its staff working less than 20 hours per week, interns, consultants, or contractors. Participant also has the option to include employees working less than 20 hours per week and/or interns and if Participant includes this option, they will be considered "Go Pass Users" under this Agreement.

Options

☐ Include staff working less than 20 hours per week: X ☐ Include interns: X

Agreement Term: Calendar-year basis, January 1, 2024 through December 31, 2024

☐ **Students**
All students enrolled in a participating high school, undergraduate, graduate, medical residency², postdoctoral³, or similar educational program are considered "Go Pass Users" for the purpose of this Agreement.

Agreement Term: Calendar-year basis (January 1, 2024 – December 31, 2024) or Academic-year basis (August 1, 2023 – July 31, 2024)

Go Pass Program Options

☐ Go Pass on Clipper Program ☐ Go Pass Sticker Program

Participant agrees to the attached terms and conditions.

XXX⁴

By: _____

Print Name: _____

Title: _____

PENINSULA CORRIDOR JOINT POWERS BOARD

By: _____

Print Name: Michelle Bouchard

Title: Executive Director

¹ Uniformed and non-uniformed, sworn peace officers are allowed to ride Caltrain for free subject to showing the proper identification.

² A medical resident is a medical school graduate with a Doctor of Medicine (MD) degree who is taking part in a post-graduate training program accredited by the Accreditation Council for Graduate Medical Education (ACGME). Medical residents work at doctors' offices or hospitals to continue their education and medical training in a specialized field.

³ Postdoctoral students are academics with doctoral degrees who are involved in research projects and who have appointments for the purpose of advanced studies and training under mentorship of a faculty member.

⁴ Signatory must be an authorized representative of the corporation or LLC.

TERMS AND CONDITIONS

This Go Pass Agreement ("Agreement") is made between the Peninsula Corridor Joint Powers Board, a public agency ("JPB"), and the Go Pass Participant ("Participant") identified on page 1 of this Agreement.

1. **PAYMENT:** Full payment for all Go Passes shall be due to JPB prior to JPB allowing the Participant to load the Go Pass onto a User's Clipper Card or issuing stickers to Participant. The total cost of participating in the Go Pass program will be the greater of \$5,500 or \$275.00 per eligible Go Pass User for businesses. For students, the total cost of participating in the program is the greater of \$1,980 or \$99 per student in selected group. If the number of Go Pass Users increases during the agreement term, the cost of additional Go Passes will be a pro-rated amount based on Exhibit A on page 9 of this Agreement. The Go Pass Participant may share the cost of participation in the Go Pass program with its Users, but the cost to a particular User cannot be higher than the "per eligible Go Pass User" amount paid at the effective start date of the program. Participant must submit payment for any invoices within 30 days of the date shown on the invoice. Payments after 60 days will be charged a late fee of \$5 per day. Accepted payment methods include ACH, EFT and Participant checks. Personal Go Pass User checks are not accepted. The return of a check (electronic or paper) issued to JPB will result in a \$25 returned check fee being placed on the account of the Participant.
2. **CLIPPER CARD FEE:** A Clipper Card fee of \$3 may apply to each Adult Clipper Card ordered. This fee is for the cost of an Adult Clipper Card, as determined and assessed by the Clipper Program. If a Go Pass user already has a Clipper Card, it may be used for the Go Pass and the Clipper Card fee will not be assessed. Participant may place bulk orders for Adult Clipper Cards directly through Clipper's Customer Service.
3. **PROGRAM SERVICE AND FARE VALIDATION:** JPB operates the "Caltrain" rail service between San Francisco and Gilroy, California, and Participant desires to provide a transit benefit for use on Caltrain to all of the Go Pass Users as defined on Page 1, in 1) the form of a pass that is loaded to a Clipper Card ("Go Pass") or 2) in the form of a sticker affixed to a valid Participant-issued, JPB-approved, Go Pass User photo identification card ("Go Pass"). Any other use of the Go Pass sticker is prohibited and will not be valid as fare payment on Caltrain. Go Pass Users are subject to all of the JPB's fare inspection regulations. Failure to comply with the terms in this Agreement may result in termination pursuant to Section 21.

(a) Go Pass on Clipper Program

In order to facilitate the Caltrain Go Pass on Clipper Program ("Program"), Participant will work with Clipper and JPB to coordinate Go Pass deactivations and activations through Clipper's online portal. When the User's Clipper Card serial number is entered into the portal, the User must tap the Clipper Card validator on the Caltrain station platform to load the Go Pass to their card within 180 days. Go Pass Users must tap on and off on a Clipper Card validator on the station platform before and after boarding on each ride to validate the fare and JPB shall accept the Go Pass as valid fare for travel on the Caltrain system. JPB recommends all Go Pass on Clipper Users register their Clipper card at www.clippercard.com to protect the Clipper card account in the event the card becomes lost or stolen.

(b) Go Pass Sticker Program

In order to facilitate the Caltrain Go Pass Program ("Program"), JPB shall provide the necessary stickers and accept the Go Pass as valid fare media for travel on the Caltrain system. Participant is responsible for any stickers in its possession.

4. **ELIGIBLE PARTICIPANTS:** Only individual Participants are eligible to participate in the Program. Participants with multiple locations, branches, or campuses are eligible to participate in the Program and must provide a Go Pass User count for each individual Participant site. However, such Participants must enroll in the Program under a single Go Pass Agreement and designate a single contact and administrator. Such Participants' employees/students at non-participating locations are not eligible to participate in the Program. Go Passes may not be provided or resold to individuals outside the Participating Sites selected. Violation of this may result in termination of this Agreement pursuant to Section 21 of this Agreement and loss of Participant's eligibility for future participation in the program.
5. **GO PASS IDENTIFICATION:**

(a) Hard Copy ID Requirements

For the Go Pass Sticker Program, Participant must have an official Participant-issued photo ID card in order to

participate in the Program and must supply a hard copy of that ID card to the JPB for review. Any Participant that doesn't have a photo ID card must create one. The ID card must display a clear Go Pass User headshot, Go Pass User first and last name, and display the Participant name or logo. The ID cannot contain Caltrain's logo as part of the design. If the ID changes, it is the Participant's responsibility to submit the new version to the JPB three weeks in advance for approval. Participants may only use one JPB-approved ID card design.

(b) Go Pass Sticker Program

For the Go Pass Sticker Program, the JPB will produce and issue serialized Go Pass stickers which will be distributed to Participant so that Participant can affix them to the Participant-issued Go Pass User ID card. Participant's designated administrator shall place the Go Pass sticker on each eligible Go Pass User's ID card, preferably on the front. Participant shall not distribute the Go Pass stickers to Users, as this practice may lead to unauthorized use of the sticker. Participant shall be responsible for retaining the Go Pass User's ID card or removing the Go Pass sticker from a Go Pass User's ID card when a Go Pass User leaves the employment of the Participant or relocates to a non-participating location. Returned ID cards or stickers shall be presented to the JPB for verification upon request. A photocopy of the identification card with the Go Pass sticker attached is acceptable as proof that the Go Pass is no longer in use by a Go Pass User who has left the Participant. All Go Pass stickers allotted to the Participant at the beginning of the Participant's participation in the Program that are not issued to Users are to be returned to the JPB by December 15 of the Agreement year. Go Pass stickers are JPB's property.

(c) Unused Go Passes

Returned Go Pass stickers and unused Go Passes on Clipper will automatically be donated to the Caltrain Pass Forward Program pursuant to Section 120.

- 6. ELIGIBLE GO PASS USER VERIFICATION:** Go Passes must be purchased for each and every Go Pass User at each Participant work site participating in the program ("Participating Site(s)"). Participant will be required, prior to the JPB issuing the Go Passes, to provide JPB with an Intent to Participate Form ("Intent Form") signed by the Human Resources Manager, Director, an officer of the Participant, or Development Manager verifying the then-current number of Go Pass Users of the Participant at each Participating Site. If a Business Participant selects an Option identified on Page 1, the Intent Form must indicate the number of Users working more than 20 hours per week, working less than 20 hours per week and/or interns. If there are multiple Participating Sites, the Intent Form must indicate the individual site addresses and the number of then-current Users at each site. Neither Participant nor any of its affiliates shall be required to participate in the Program with respect to other sites other than the Participating Site(s) identified in the Intent Form. The Intent Form should also include the Participant name as it should be written on cover page of Go Pass agreement, main contact person first and last name, phone and email address, main contact Participant site address and Legal Notice address if different than Participant site address.
- 7. PROGRAM RECORDKEEPING:** Participant will create and maintain a file of documents to be available for review upon JPB request ("Go Pass File"). The Go Pass File must include a log ("Go Pass Log") of its Users who currently hold Go Passes. The Go Pass Log shall include the Participant name, Go Pass User's first and last name, unique serial number for the individual sticker or Clipper Card each Go Pass User holds, Go Pass status (i.e. active, lost, damaged or stolen), date the Go Pass is added in the portal or sticker issued, and date of Go Pass User separation or date of being blocked in portal, if applicable, indicate Go Pass User definition (>20 hours, <20 hours, interns, contractor/consultant, post-doctoral and graduate students), company consultant/contractor works for and any other pertinent information. For Go Pass Sticker Participants, the Go Pass File must also include all separated Go Pass User's ID cards or Go Pass stickers unless sent to JPB.

Go Pass on Clipper Program

Participant will be responsible for adding and blocking the Go Passes through the Clipper program and its online portal. A sample Go Pass Log and online portal instructions will be provided. Participant may decide when to submit the Clipper Card serial numbers to load the Go Pass through the online portal, but when blocking a Go Pass, it must be done within three business days of learning of the information requiring a block to be placed. The Go Pass will be available for pick-up within three business days after being entered into the portal once tapped. If the Go Pass is not tapped within 180 days, the action to load the Go Pass will expire and it will have to be re-entered by Participant into the portal.

- 8. SURVEY AND ACKNOWLEDGEMENT:** Prior to affixing the Go Pass sticker to the Go Pass User's Participant-issued ID card or uploading the Go Pass to the Go Pass User's Clipper Card, Participant shall require each Go Pass User receiving a Go Pass, for the first time during the program year, to complete an online questionnaire ("Survey"). Go

Pass Users receiving a replacement Go Pass should not complete an additional survey. Once the Survey is complete, Participant administrator will receive an e-mail confirmation from the Go Pass User via the JPB. Participant will also be given a link to access an online list displaying the Go Pass User name, email address, date the survey was taken and the Clipper Card serial number, if provided. As part of completing the survey, the Go Pass User will be required to acknowledge that he or she understands and agrees to the proper use of the Go Pass. The Surveys may be used to analyze the success of the Program and develop ridership projections for the Program. However, the Surveys are subject to disclosure under requests made pursuant to the California Public Records Act. Prior to disclosing Surveys, any identifying information concerning the Participant and/or the Go Pass User shall be redacted.

- 9. CALIFORNIA PUBLIC RECORDS ACT:** The California Public Records Act (Cal. Govt. Code Sections 7200.000 et seq.) mandates public access to government records. Therefore, unless the information is exempt from disclosure by law, the content of any communications between the JPB and Participants, including names of Participants in the Go Pass Program, is subject to the California Public Records Act and shall be publicly available upon request. **The JPB will not release the names of individual Go Pass Users unless legally compelled to do so.**
- 10. PROGRAM ANALYSIS AND AUDIT:** JPB reserves the right to audit Participant's Go Pass Program at any point during the Program year with 5 working days' notice. The purpose of the audit is to ensure that appropriate tracking procedures are in place. Within 10 working days of receipt of any audit report from the JPB, Participant must, in conjunction with JPB staff, develop a mutually agreeable action plan to satisfy any audit findings. If no mutually agreeable plan can be developed, JPB may terminate the Program upon 15-days' notice pursuant to the terms of Section 20, Termination.
- 11. PARKING PERMITS:** Go Pass Users are eligible to purchase monthly parking permits for Caltrain lots and may be purchased through any Caltrain station ticket machine. Go Pass Users with stickers will be required to complete an application for an access code in order to purchase the permit through the machine. Go Pass on Clipper Users may enter their 10-digit Clipper Card number.

12. LOST GO PASSES:

Go Pass on Clipper Program

If the Clipper Card is registered and/or has cash value or another product, in addition to the Go Pass, the Go Pass User must call the Clipper Customer Service Bureau to block the card and report the card as lost to Go Pass Participant. Participant shall update its Go Pass Log to indicate the Go Pass as lost and confirm that it has requested a block to be applied to the Go Pass through the online Clipper portal.

Once the Go Pass User receives a new Clipper Card, and would like a replacement Go Pass, the new card serial number must be provided to Participant and Participant must load the Go Pass through the online Clipper portal.

Participant can replace lost Go passes from its existing Go Pass inventory no more than two times for the same Go Pass User. Additionally, if the Participant's existing Go Pass inventory is not sufficient to replace lost passes according to these terms, JPB will charge a \$275.00 or \$99 replacement fee based on eligibility selection(s) on page one. Participant must submit the lost Clipper Card serial number to the JPB. A Go Pass will not be issued as a replacement for lost Go Passes a third time to the same Go Pass User.

If a replacement Go Pass is issued and then the original is found, JPB will consider the original one lost and will not provide a refund. Participant may not resell the Go Passes to Users at a rate higher than the replacement fee.

Go Pass Sticker Program

Participant can replace lost Go Passes from its existing Go Pass inventory no more than two times for the same Go Pass User. Additionally, if the Participant's existing Go Pass inventory is not sufficient to replace lost passes according to these terms, JPB will charge a \$275.00 or \$99 replacement fee based on eligibility selection(s) on page one and send replacement stickers upon request by Participant after payment is received. Participant must submit to the JPB documentation including the Go Pass User first and last name and Go Pass serial number. A Go Pass will not be issued as a replacement for lost Go Passes a third time to the same Go Pass User.

If a replacement Go Pass is issued and then the original is found, JPB will consider the original one lost and will not provide a refund. Participant may not resell the Go Passes to its Go Pass Users at a rate higher than the replacement fee.

13. DAMAGED GO PASSES:

If the Participant or a Go Pass User damages a Participant-issued ID card and thus renders the Go Pass sticker unusable, or if the sticker itself is damaged, a replacement Go Pass sticker may be issued to the Go Pass User or taken from the Participant's Go Pass inventory, provided that the Participant documents that the Go Pass sticker has been taken out of circulation in its Go Pass File. Participant must retain the damaged ID card or Go Pass sticker in its Go Pass File unless sent to JPB and Participant received an acknowledgement e-mail. If no additional stickers remain in the Participant inventory, the Participant shall return damaged Go Pass stickers or ID cards, or a photocopy, with complete documentation to the JPB prior to the JPB issuing a replacement Go Pass sticker to Participant at no charge. This courtesy will be extended no more than two times per Go Pass User per calendar year, after which the replacement cost for a damaged Go Pass sticker will be \$275.00 or \$99 based on eligibility selection(s) on page one.

14. STOLEN GO PASSES:

Go Pass Sticker Program

Participant must submit to the JPB documentation including the Go Pass User first and last name and Go Pass serial number. Participant may issue a replacement Go Pass if User submits a police report describing the Go Pass as stolen to Participant. The police report must be maintained in Participant's Go Pass file. The JPB will send a replacement sticker for the stolen Go Pass upon request at no additional charge provided that the police report is supplied to the JPB. A Go Pass will not be issued as a replacement for stolen Go Passes a third time to the same Go Pass User.

Go Pass on Clipper Program

If the Clipper Card is registered and/or has cash value or another product, in addition to the Go Pass, the Go Pass User must call the Clipper Customer Service Bureau to block the card and report the card as stolen to Go Pass Participant. Participant shall update its Go Pass Log to indicate the Go Pass as stolen and confirm that it has requested a block to be applied to the Go Pass through the online Clipper portal.

If the Go Pass User receives a new Clipper Card and would like a replacement Go Pass, the new card serial number must be provided to Participant and Participant must load the Go Pass through the online Clipper portal.

Participant may issue a replacement Go Pass if User submits a police report describing the Go Pass as stolen to Participant. The police report must be maintained in Participant's Go Pass file. The Participant may issue a replacement Go Pass for the stolen Go Pass provided that the police report is supplied to the JPB. A Go Pass will not be issued as a replacement for stolen Go Passes a third time to the same Go Pass User.

15. SEPARATED USERS:

Go Pass Clipper Program

For separated users, Participant shall update its Go Pass Log to indicate the Go Pass User status as separated, include the date of separation, and confirm that it has requested a block to be applied to the Go Pass through the online Clipper portal within three business days after Go Pass User date of separation.

Go Pass Sticker Program

If the Go Pass User separates with the Participant, Participant shall retain the separated Go Pass User ID card with sticker or Go Pass sticker in its Go Pass File and document that the Go Pass sticker has been taken out of circulation in its Go Pass Log (See Section 7 above) unless sent to JPB and Participant received an acknowledgement e-mail. If no additional stickers remain in the Participant inventory, the Participant shall return separated Go Pass stickers or ID cards, or a photocopy, prior to the JPB issuing a replacement Go Pass sticker to Participant at no charge.

16. FOR MISSING GO PASSES: Participant shall be responsible for safeguarding the Go Pass stickers or pre-loaded Clipper Cards with Go Passes prior to issuing them to Users. Participant shall be liable for any loss of Go Pass stickers or pre-loaded Clipper Cards. Replacement Go Passes shall be issued under the lost terms above at \$275.00 or \$99 based on eligibility selection(s) on page one.

17. FOR MISUSED OR CONFISCATED GO PASSES: If Go Pass User had its Go Pass confiscated during fare enforcement and would like a replacement, and it has been determined that the Go Pass was misused, the replacement cost will be \$550 or \$200 based on eligibility selection(s) on page one.

18. REPORTING: Participant must submit one annual report to JPB by November 1 of the agreement term year. The report must list all lost, stolen, damaged, and replacement Go Passes issued and all separated Users. It must include: the reason for replacement, if applicable; Go Pass User first and last name if participating in the sticker program; and the corresponding Go Pass serial number or Clipper Card serial number. The annual report must also include the total number of Go Pass Users working at the work site(s) enrolled in the program on March 1, June 1 and September 1. Participant may submit its Go Pass Log (as described in Section 7 above) in lieu of the report and include the Go Pass User headcounts in its email submission.

19. UNUSED GO PASS DISTRIBUTION:

Go Pass on Clipper Program

Participant may issue its unused Go Pass passes to on-site contractors, consultants, staff working less than 20 hours per week, and, interns ("Extra Users"). Participant must track all Go passes issued to Extra Users on its Go Pass Log in accordance with Section 7.

Go Pass Sticker Program

Participant may issue its unused Go Pass stickers from its inventory to onsite interns, contractors, consultants, staff working less than 20 hours per week, and interns, ("Extra Users"). Participant must track all unused sticker distributions to its Extra Users on its Go Pass Log in accordance with Section 7.

All Extra Users must use the same Participant ID card as described in Section 5. If Participant is unable to issue the JPB-approved ID to its Extra Users, Participant must notify JPB and JPB will provide an ID design template. Only the Participant Caltrain-approved ID badge design or JPB template ID badge design may be used. Any other ID that is presented will not be considered valid fare and be considered Misuse in accordance with Section 21 below.

20. CALTRAIN PASS FORWARD PROGRAM: All unused and non-distributed Go Passes will be donated to the Pass Forward Program (formerly known as the Caltrain Go Pass Donation Program) at each program term end date. This excludes all used, lost, damaged, stolen, or replacement passes. Participants may opt out of the donation by notifying JPB via electronic or written correspondence up to one month prior to the program term end date as shown the signature page of this agreement. JPB will provide a letter acknowledging the value of the donated passes that may be used for tax purposes, unless Participant opts out. Please visit <https://www.caltrain.com/passforward> for more information on the program.

21. TERMINATION: Either party may terminate this Agreement by giving the other party written notice at least 90 days prior to the desired termination date, which shall be the last day of a calendar month. If either party terminates the Agreement pursuant to this provision, JPB shall refund to Participant a pro-rata portion of Participant's total payment in accordance with the Proration Schedule attached to and incorporated in this Agreement as Exhibit A within 30 days after the termination date. For the Go Pass Sticker Program only, (a) all undistributed Go Passes issued to Participant must be returned to JPB, and (b) Participant must verify in writing that it has made every good faith effort to collect or destroy all Go Passes that have been distributed to Users within 5 working days after the termination date. In the event Participant fails to comply with the terms of this Agreement, JPB may terminate this Agreement with 15 days' notice. Non-compliance by Participant may make Participant ineligible to participate in the Go Pass program in subsequent years, as determined by the JPB in its sole discretion. This Agreement shall automatically terminate if Participant discontinues its business at the Participating Site(s) and it will be up to Participant to notify its Go Pass Users that the Go Pass will no longer be valid. JPB has the right, in its sole discretion, to block Go Passes on Go Pass Users' cards or confiscate Go Pass stickers in accordance with Section 21.

22. MISUSE OF GO PASS: The Go Pass constitutes a pass that is valid only so long as it is used in full conformance with the terms set forth herein.

Go Pass Participant – JPB agrees not to pursue any claims or demands against Participant for a Go Pass User's unauthorized use of the Go Pass, unless the unauthorized use is the result of Participant's failure to follow the issuance procedures in Section 5, gross negligence, or willful misconduct. The transfer of the Go Pass constitutes fare evasion, which is a violation of California Penal Code section 640. At the time of Go Pass issuance, Participant shall (1) notify its Users that Go Passes are non-transferrable and that transferring a Go Pass constitutes fare evasion under the law, and (2) shall remind Users of their agreement to the terms of usage provided in the Survey.

Go Pass User - All Go Pass Users shall be subject to JPB's fare inspection regulations. JPB may confiscate and/or destroy the Go Pass sticker or Clipper Card and pursue claims or demands against, or seek prosecution of, anyone

who duplicates, alters, transfers, sells, or commits unauthorized use of the Go Pass. Unauthorized use of the Go Pass includes, but is not limited to, allowing a non-eligible person to use a Go Pass or affixing a Go Pass sticker to any form of identification other than a valid Participant-issued, JPB-approved, Go Pass User ID card.

JPB may cancel any individual Go Pass if it has reason to believe that the Go Pass was issued and/or used in a manner that fails to comply with the requirements herein. JPB will notify Participant if it has any such concerns and, after appropriate investigation, revoke those passes in question (and block Go Passes on Go Pass Users' Clipper cards). Participant agrees to cooperate with JPB in such an investigation, including assisting the JPB in determining the identity of the Go Pass User(s) who are alleged to have misused the Go Pass. Participant waives all remedies and rights to refunds for any Go Passes revoked for misuse. JPB will incur no liability resulting from blocked or confiscated Go Passes due to misuse or Go Passes from a Go Pass User whose Participant's Agreement has been terminated.

23. PROTECTION OF PRIVACY: The JPB contracts with a third-party online survey platform, Qualtrics, to facilitate Participant registration and agreement to the user terms and conditions of the Program, facilitate administration of the Program by the participating company, and collect Caltrain usage information. Participants are directed to review provider's website and privacy policy for additional information regarding its data privacy and security provisions at <https://www.qualtrics.com/privacy-statement> and <https://www.qualtrics.com/security-statement>. JPB acknowledges that it may review data stored on the third-party online survey platform that contains personally identifiable information ("PII") or confidential information about the Participant or the Go Pass User ("Information") to administer the Go Pass Program. If requested by a Participant's Go Pass administrator, the JPB may share a list of Go Pass User names with the administrator directly from the online survey platform. The JPB does not store any PII collected through the Go Pass Program on its servers. Except as required to administer the Go Pass Program in accordance with this Agreement or as otherwise required by law, JPB agrees not to use or to disclose to third parties the Information. Notwithstanding the foregoing, JPB may use and disclose to third parties information in an aggregate format that does not personally identify a Go Pass User. JPB and its third-party service providers will delete all Participant and Go Pass User PII within 30 days after the close of Survey, but will retain the name and email address of users who opt in to receive marketing or market research related communications from the JPB.

Go Passes that are furnished on Clipper® electronic fare cards are subject to MTC's privacy policy, which can be found at <https://www.clippercard.com/ClipperWeb/privacy.do>.

24. ENTIRE AGREEMENT: This contract contains the entire Agreement between the parties hereto for the term specified on Page 1 of this Agreement and cannot be changed or altered except by written agreement signed by both parties hereto. Neither party shall be bound by any oral agreement or other understandings contrary to or in addition to the terms and conditions as stated herein.

25. SUCCESSORS AND ASSIGNS: The terms, covenants and conditions contained in this Agreement shall bind and inure to the benefit of Participant and JPB and, except as otherwise provided herein, their personal representatives and successors and assigns.

26. NO THIRD-PARTY BENEFICIARIES: There are no third-party beneficiaries to this Agreement.

27. NO JOINT VENTURE: It is expressly agreed that Participant is not, in any way or for any purpose, a partner of the JPB in the conduct of JPB's business or a member of a joint enterprise with JPB, and does not assume any responsibility for JPB's conduct or performance of this Agreement. It is expressly agreed that JPB is not, in any way or for any purpose, a partner of the Participant in the conduct of Participant's business or a member of a joint enterprise with Participant, and does not assume any responsibility for Participant's conduct or performance of this Agreement.

28. ATTORNEYS' FEES: In the event that either JPB or Participant fails to perform any of its obligations under this Agreement or in the event a dispute arises concerning the meaning or interpretation of any provision of this Agreement, the defaulting Party or the Party not prevailing in such dispute, as the case may be, shall pay any and all costs and expenses incurred by the other Party in enforcing or establishing its rights hereunder, including, without limitation, court costs and reasonable attorneys' fees.

29. GOVERNING LAW: This Agreement shall be governed and construed in accordance with the laws of the State of California. Any action relating to, and all disputes arising under, this Agreement shall be instituted and prosecuted in a court of competent jurisdiction in the State of California.

30. NOTICES: All notices, requests, communications and legal notices to be made or given to Participant under this Agreement shall be addressed as shown on page 1 of this Agreement. All notices, including legal notices, communications and requests to be made or given to JPB shall be addressed as follows or sent electronically to b2b@caltrain.com:

Peninsula Corridor Joint Powers Board (Caltrain)
Attn: B2B – Finance Division
1250 San Carlos Ave.
San Carlos, CA 94070-1306

SAMPLE

Exhibit A

Proration Schedule

New Participants & Terminating Participants - Business Eligibility

| Effective Date (falling in month) | Portion of Total Fee per Go Pass More than Minimum | Portion of Total Fee per Go Pass Less than Minimum |
|--------------------------------------|---|---|
| February | \$252.12 | \$5,042.40 |
| March | \$229.20 | \$4,584.00 |
| April | \$206.28 | \$4,125.60 |
| May | \$183.36 | \$3,667.20 |
| June | \$160.44 | \$3,208.80 |
| July | \$137.52 | \$2,750.40 |
| August | \$114.60 | \$2,292.00 |
| September | \$91.68 | \$1,833.60 |
| October | \$ 68.76 | \$1,375.20 |
| November | \$45.84 | \$916.80 |
| December | \$22.92 | \$ 458.40 |

New Participants & Terminating Participants - Student Eligibility Academic or Calendar Year

| Effective Date (falling in month) | Portion of Total Fee per Go Pass More than Minimum | Portion of Total Fee per Go Pass Less than Minimum |
|--------------------------------------|---|---|
| Month 2 | \$90.75 | \$1,1815.00 |
| Month 3 | \$82.50 | \$1,650.00 |
| Month 4 | \$74.25 | \$1,485.00 |
| Month 5 | \$66.00 | \$1,320.00 |
| Month 6 | \$57.75 | \$1,155.00 |
| Month 7 | \$49.50 | \$990.00 |
| Month 8 | \$41.25 | \$825.00 |
| Month 9 | \$33.00 | \$660.00 |
| Month 10 | \$24.75 | \$495.00 |
| Month 11 | \$16.50 | \$330.00 |
| Month 12 | \$8.25 | \$165.00 |