

**Board Document**

OVERVIEW			
PRESENTATION NAME	Metro-MTA Open Payments Agreement	DOCUMENT NO.	300150
ACTION OR INFORMATION	Action		
STRATEGIC TRANSFORMATION PLAN GOAL	Service excellence; Financial and Organizational Efficiency;		
RESOLUTION	Yes		
EXECUTIVE OWNER			
EXECUTIVE TEAM OWNER	Webster, Thomas J.;		
ORGANIZATION	Planning and Performance		
DOCUMENT INITIATOR	Marc E. Biondi		
OTHER INFORMATION			
COMMITTEE	Board Meeting (Consent)	COMMITTEE DATE	9/10/2026
PURPOSE/KEY HIGHLIGHTS	Metro is partnering with Maryland Transit Administration through the proposed MOU to integrate fare processing for the Purple Line. These steps aim to create a seamless fare payment experience enhancing customer convenience.		
DISCUSSION	Through the consent agenda, Metro seeks authorization to enter into a payment processing agreement with MTA, enabling the operation of fare systems that support deployment of Tap. Ride. Go. and Smart Trip on MTA’s Purple Line. This agreement is an important step forward as Metro works with regional partners to create a unified fare program that promotes customer flexibility and convenience. The MOU establishes the roles and responsibilities of Metro and		



Board Document

	MTA including fare processing, contracting, consulting-style support, and cyber security obligations.
INTERESTED PARTIES	Cubic; LittlePay; WorldPay
RECOMMENDATION/NEXT STEPS	Staff recommends approval of the request to enter into an Metro-MTA Open Payments Agreement for the Purple Line light rail system.
FUNDING IMPACT	In addition to aligning MTA funding to the services provided, this initiative demonstrates Metro's leadership of a regional, coordinated effort.

SUBJECT: AUTHORIZATION TO EXECUTE REIMBURSABLE AGREEMENT WITH THE MARYLAND TRANSIT ADMINISTRATION TO PROVIDE OPEN PAYMENTS PROCESSING AND RELATED SERVICES FOR THE PURPLE LINE

RESOLUTION
OF THE
BOARD OF DIRECTORS
OF THE
WASHINGTON METROPOLITAN AREA TRANSIT AUTHORITY

WHEREAS, Resolution 2011-30, as amended, requires Board of Directors' approval of reimbursable project agreements greater than \$500,000; and

WHEREAS, The Maryland Transit Administration ("MTA") and WMATA are working cooperatively to support the opening of the MTA's Purple Line, a light rail system; and

WHEREAS, MTA desires to accept Smart Trip and credit/debit cards and other payments for the Purple Line and to use an established WMATA open payments contract vehicle to process Purple Line fare payments; and

WHEREAS, MTA also desires to use WMATA customer service and payments infrastructure and personnel along with its transaction reporting capabilities to support the Purple Line open payments fare collection system and will reimburse WMATA for its costs under a reimbursable agreement substantially in the form shown in Attachment A; and

WHEREAS, WMATA seeks to become the regional coordinator of open payments processing services between other transit and transportation providers and open payments service providers, and wishes to coordinate fare payments through open payments for the Purple Line;

NOW, THEREFORE, be it

RESOLVED, That the General Manager and Chief Executive Officer, or their designee, is authorized to negotiate and execute an open payments processing reimbursable agreement with the Maryland Transit Administration, including consulting, customer service and payment infrastructure and personnel, and transaction reporting, all substantially in the form shown in Attachment A; and be it finally

RESOLVED, That to be prepared to process fare payments through open payments for the opening of the Purple Line, this Resolution shall be effective immediately.

Reviewed as to form and legal sufficiency,

/s/

Patricia Y. Lee
Executive Vice President, Chief Legal Officer and
General Counsel

WMATA File Structure No.:
4.3.3. Reimbursable Agreements

AGREEMENT FOR OPEN PAYMENT
PROCESSING SERVICES AND
REIMBURSEMENT FOR CERTAIN COSTS
OF THOSE SERVICES
BY AND AMONG
THE WASHINGTON METROPOLITAN AREA
TRANSIT AUTHORITY
AND
THE MARYLAND TRANSIT ADMINISTRATION
For Operations of Fare Systems
to Support Tap. Ride. Go. and Smart Trip
on the Purple Line

**AGREEMENT FOR OPEN PAYMENT PROCESSING SERVICES
AND REIMBURSEMENT FOR CERTAIN COSTS OF THOSE
SERVICES**

This AGREEMENT FOR OPEN PAYMENT PROCESSING SERVICES AND REIMBURSEMENT FOR CERTAIN COSTS OF THOSE SERVICES

(“Agreement”) is made this ___ day of _____, 2026 by and between the WASHINGTON METROPOLITAN AREA TRANSIT AUTHORITY (“WMATA”), an interstate compact agency, and the MARYLAND TRANSIT ADMINISTRATION (“MTA”) a modal administration of the Maryland Department of Transportation (“MDOT”) (each referred to by name or as a “Party” and collectively, as the “Parties”).

WHEREAS, WMATA was created by Article III of the Washington Metropolitan Area Transit Authority Compact (the “Compact”) formed by and among the District of Columbia, the Commonwealth of Virginia, and the State of Maryland, authorized and approved by the United States Congress, for the purpose, among other activities, of planning, developing, financing and causing to be operated improved transit services in the Washington Metropolitan Area Transit Zone as described in Section 3 of the Compact; and

WHEREAS, MTA is a modal administration of MDOT, established pursuant to the Transportation Article of the Annotated Code of Maryland, and is responsible for planning, developing, operating, and maintaining a coordinated public transportation system in the State of Maryland, including local bus, commuter bus, light rail, metro subway, and MARC train services, with a mission to provide efficient, reliable, and equitable transit services throughout the Baltimore region and other designated corridors of the State; and

WHEREAS, WMATA has developed a robust and innovative open payment fare collection system capable of processing contactless credit/debit card transactions and digital wallets, enabling seamless transit access across the region; and

WHEREAS, MTA desires to leverage WMATA’s existing infrastructure, technical expertise, and vendor relationships to cost-effectively implement open payments on its transit services; and

WHEREAS, WMATA and MTA are regional transit providers committed to enhancing fare payment options and improving customer convenience through the implementation of open-loop payment technologies that allow the use of contactless bank cards and mobile wallets across multiple transit services; and

WHEREAS, MTA desires to implement mass transit Open Payments using the infrastructure coordinated by WMATA; and

WHEREAS, both Parties recognize the need for coordinated policies, procedures, and technical standards to ensure interoperability, data security, and efficient back-office processing for open payment transactions across their respective systems; and

WHEREAS, the Parties desire to formalize their collaboration through this Agreement to establish the roles, responsibilities, technical requirements, revenue reconciliation, and MTA's reimbursement of WMATA's costs necessary for a unified open payment processing system serving riders of the Purple Line; and

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions set forth herein, and for other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

ARTICLE I - DEFINITIONS

1. **Definitions.** The definitions and the recitals set forth above are reaffirmed and incorporated herein by reference. The following are definitions of certain terms used in this Agreement:

- a. **“Open Payments”** means a mass transit open loop payment fare collection system that enables customers to pay transit fares using contactless bank-issued credit or debit cards and digital wallets (e.g., Apple Pay, Google Pay) without the need for a proprietary transit card. Such payments are accepted at enabled fare collection devices and processed in real-time through the open-loop payment infrastructure. Open Payments is the industry term for Metro's Tap. Ride. Go. program.
- b. **“MTA Fare Rules”** means the fare structures, fare products, transfer allowances, discounts, fare capping policies, and other fare-related parameters applicable to services operated or sponsored by the MTA. These rules define how fares are calculated, when transfers are permitted, eligibility for reduced fares, and any applicable time or mode-based conditions.
- c. **“Payment Gateway”** means the Littlepay, or its successor entity, gateway which is the cloud-based transit payment gateway contracted by WMATA to securely tokenize, authorize, aggregate, and settle contactless payment transactions in real time. The Payment Gateway manages fare calculations, taps, validations, and fare rule enforcement in coordination with transit agency back offices and external processors.
- d. **“Processor”** means Worldpay, or its successor entity, which serves as the merchant acquirer for the Open Payment system, facilitating the authorization, clearing, and settlement of contactless fare transactions routed through the Payment Gateway and associated with participating transit agencies. The system architecture also permits direct settlement with American Express for all American Express card transactions bypassing the gateway and processor.
- e. **“Merchant ID”** means the unique merchant identification number assigned to the MTA by the Processor. This identification number enables accurate routing and allocation of fare revenue, reconciliation of transaction records, and visibility into fare processing performance specific to MTA's operations.

ARTICLE II - SCOPE OF SERVICES

- 1. WMATA Responsibilities.** WMATA shall serve as the lead agency responsible for administering the Open Payment Processing Services on behalf of MTA. In this capacity, WMATA shall provide:

- a. System Implementation Support and Technical Consultation**

WMATA shall provide technical assistance, planning expertise, and program management services to MTA throughout the implementation and operation of Open Payment Processing Services including:

- i. Facilitating MTA's onboarding to the Payment Gateway, including but not limited to account configuration, Merchant ID provisioning, fare rule setup, and back-office integration;
- ii. Providing consulting services based on WMATA's prior experience deploying open-loop payments, including lessons learned from device integration, customer adoption, bank scheme compliance, and operational resilience;
- iii. Coordinating vendor engagement for initial deployment and ongoing support with contractors such as the Payment Gateway provider, Processor, and other third-party system integrators; and
- iv. Assisting with testing protocols, system acceptance criteria, and end-to-end payment transaction simulations.

- b. Shared Processor and Preferential Pricing Access**

WMATA shall maintain a commercial relationship with Processor as the merchant acquirer for Open Payments. As a participating agency under WMATA's contract, MTA shall:

- i. Be assigned a unique Merchant ID under WMATA's Processor account;
- ii. Receive services at the same rates charged to WMATA; and
- iii. Be included in settlement and reconciliation schedules prepared by WMATA and processed through the Processor and Payment Gateway.

- c. Infrastructure Hosting and Transaction Routing Services**

WMATA shall, subject to cybersecurity requirements and system capacity constraints:

- i. Provide MTA with access to WMATA-hosted back-office infrastructure used for fare rule enforcement, transaction routing, real-time validation, and reporting;
- ii. Maintain and secure cloud-based or server-based environments supporting the Open Payment system architecture;
- iii. Ensure MTA's data is logically separated, securely stored, and accessible only to authorized personnel for financial, reporting, and auditing purposes; and

- iv. Provide limited-use Application Programming Interface (API) access or dashboard reporting tools for MTA's financial and operational review.

d. Centralized Contract and Vendor Management

WMATA shall, on behalf of the Parties:

- i. Negotiate, procure, and manage contracts with the Payment Gateway, Processor, and any system vendors whose services are integral to the functioning of Open Payments;
- ii. Administer payments to vendors, oversee contract deliverables, enforce service level agreements (SLAs), and track vendor performance;
- iii. Provide MTA with reasonable prior notice of any intent to renew, terminate, or materially modify such contracts in a manner that would impact MTA operations or financial obligations; and
- iv. Allow MTA to participate in the development of scopes of work, evaluation criteria, and service specifications where MTA services are materially affected.

e. Regional Fare System Integration and Interoperability

WMATA shall act as the coordinating agency for the regional deployment of interoperable fare payment systems, and shall:

- i. Ensure that MTA's fare rules, products, and transfer policies are accommodated within the regional system architecture;
- ii. Support open payment transactions across jurisdictional boundaries, including transfers between MTA and WMATA-operated services;
- iii. Assist in aligning branding, signage, customer communications, and mobile wallet messaging to promote seamless passenger experience; and
- iv. Facilitate regional policy coordination among participating transit agencies in the Washington-Baltimore corridor.

f. Revenue Management, Reporting, and Dispute Support

WMATA shall be responsible for Open Payments revenue collection processing, reconciliation, and reporting, including:

- i. Preparing and distributing Monthly Settlement Reports (MSRs) to MTA showing transaction counts, gross revenue, processor fees, chargebacks, and net remittances;
- ii. Coordinating with Processor to resolve merchant disputes, cardholder complaints, or chargeback challenges attributable to MTA transactions;
- iii. Providing access to daily summary reports, exception logs, and financial dashboards that track MTA-specific performance; and
- iv. Ensuring settlement is performed accurately, timely, and in accordance with financial control standards.

g. Customer Service

WMATA shall offer the same level of Open Payments customer service support to the MTA as it provides to its own customers, including:

- i. Serving as the sole point of contact for all customer inquiries, complaints, fare disputes, and support requests related to Open Payments related to MTA services;
- ii. Operating and maintaining a centralized, multi-channel customer service platform accessible via at least phone and email;
- iii. Ensuring customer service availability Monday through Friday from 7:00 AM to 8:00 PM (excluding federal holidays) and maintain an automated support system with self-service tools available twenty-four hours per day, seven days per week;
- iv. Responding to customer service calls on a timely basis;
- v. Tracking and analyzing customer service interactions and providing internal reports to support continuous improvement of the Open Payments system;
- vi. Ensuring all customer service operations and communications are compliant with the Americans with Disabilities Act (ADA), Title VI of the Civil Rights Act (including providing multilingual support and accessibility tools for individuals with disabilities or limited English proficiency), and other applicable laws;
- vii. Ensuring compliance with all applicable data privacy and security laws in the handling of customer data, including the encryption and protection of personal and financial information collected through Open Payments;
- viii. Monitoring and reporting on customer service performance metrics, including call volumes, average response times, dispute resolution rates, and customer satisfaction levels, and share such reports with MTA and other participating agencies on a quarterly basis; and
- ix. Maintaining crisis communications protocols for use in the event of major service disruptions, cybersecurity incidents, or technical failures, ensuring that accurate and timely information is shared with the public through all available communication channels.

h. Fare Inspection for Tap. Ride. Go. transactions:

- i. WMATA will provide access to the Revenue Inspection App (RIA) for MTA. This is a software-based fare inspection tool on the iOS platform to validate Tap. Ride. Go. transactions using MTA-issued smart phones.
- ii. The RIA will load onto Apple iPhones running iOS 17.6 or later. During the life of this Agreement, the RIA will operate on any iPhone running an iOS that is supported by Apple. If an RIA version for

Android phones is released during this Agreement, then it will be similarly supported.

- iii. When the iPhone has a cellular or Wi-Fi connection, the RIA will be able to:
 - Read any Tap. Ride. Go. eligible bank card, including tokenized payment credentials, and in near real time depending on network connectivity clearly indicate if the fare for the current trip was satisfied per the Purple Line's fare tariff,
 - Log fare inspection results by inspector, date, time and make the data available for online review and export to the MTA in an acceptable format for use by authorized users,
 - Limit user access via a secured login where each user's access can be managed by authorized personnel via the backend system, and
- iv. The RIA will include a user guide suitable for training fare inspectors.
- v. The RIA shall be ready for testing within a month after receipt of test assets and integration into the appropriate networks and released to production by June 2027.
- vi. Other technically feasible features requested by the MTA, such as an offline inspection capability if needed, will be funded in accordance with Article IV – Financial Responsibilities and implemented on a timely basis.

2. MTA Responsibilities.

a. Fare Policy Administration and Configuration Support

MTA shall:

- i. Develop, maintain, and transmit to WMATA all applicable fare policies, discount programs, fare caps, and transfer eligibility rules necessary for implementation within the Payment Gateway;
- ii. Notify WMATA of any changes to fare structures or fare products with at least sixty (60) calendar days' notice prior to the effective date; and
- iii. Participate in testing fare rule changes and validating pricing logic on MTA's services.

b. Financial Participation and Settlement Compliance

MTA shall:

- i. Fund its proportional share of operating costs associated with the Open Payment processing services, including infrastructure usage, processor fees and fines, gateway costs, and administrative overhead, in accordance with the allocation formulas set forth in Article IV;

- ii. Review and validate monthly settlement reports within fifteen (15) calendar days of issuance and cooperate in the resolution of discrepancies;
- iii. Submit payments or reconcile amounts due within thirty (30) days of invoice receipt, subject to applicable State of Maryland budgeting and appropriations processes; and
- iv. Timely assist WMATA with responding to any requested chargebacks involving MTA transactions.

c. Operational Coordination and Technical Support

MTA shall:

- i. Ensure that MTA-operated fare collection devices are properly configured, maintained, and capable of accepting open payment transactions as specified by WMATA;
- ii. Transmit operational data required for reconciliation, such as device logs, tap timestamps, and exception flags, in a timely and accurate manner; and
- iii. Cooperate with WMATA in incident resolution, system monitoring, and fraud mitigation efforts.

d. Branding and Communications Coordination

MTA shall:

- i. Ensure that all branding of payments channels for Smart Trip and Tap. Ride. Go. will conform with WMATA's current graphics standards; and
- ii. Ensure that all digital and printed media detailing fare payment systems, payments and products, including web and in-station displays will conform with WMATA's digital media standards.

e. Cyber Security and Network Protection Requirements

- i. Cybersecurity and PCI Compliance: Each Party shall maintain compliance with applicable Payment Card Industry Data Security Standard (PCI DSS) requirements and implement cybersecurity controls reasonably designed to protect the systems, services, networks, devices, and information used in connection with activities performed under this Agreement. Each Party may utilize its own cybersecurity policies, standards, governance framework, and security controls; provided, however, that such controls shall provide protections equivalent to or greater than those necessary to safeguard shared information, payment-processing services, customer information, operational continuity, and applicable PCI DSS compliance obligations associated with this Agreement. Each Party shall remain responsible for the security of its respective systems, personnel, contractors, service providers, and environments used to support its obligations under this Agreement.

- ii. Incident and Change Notification: Each Party shall notify the other Party within twenty-four (24) hours of becoming aware of any suspected or confirmed cybersecurity incident, data breach, significant vulnerability, service disruption, or material change that could reasonably impact shared information, Smart Trip data, Open Payments services, PCI DSS compliance obligations, customer information, operational continuity, or services provided under this Agreement. The Parties shall cooperate in investigating incidents, evaluating risks, implementing corrective actions, exchanging relevant information, and providing reasonable evidence or documentation necessary to assess, mitigate, and manage such risks.
- iii. Suspension of Participation: If either Party reasonably determines that the systems, services, vendors, security practices, vulnerabilities, incidents, or other conditions of the other Party present a material cybersecurity, regulatory, operational, payment card, or compliance risk to services provided under this Agreement, the Parties shall promptly engage to assess the risk and identify appropriate remediation measures. Where such risk cannot be adequately mitigated through other reasonable means, the affected Party may suspend, restrict, disconnect, or otherwise limit the impacted services, interfaces, data exchanges, or participation associated with this Agreement until the identified risk has been adequately addressed. Notification of such action will be made immediately by the initiating Party.
- iv. Restoration of Services: Restoration of any suspended, restricted, disconnected, or limited services shall occur following remediation of the condition giving rise to the protective action and upon mutual confirmation that the risk has been adequately addressed. Such restoration may include implementation of corrective actions, validation of remediation activities, and provision of supporting documentation or evidence reasonably necessary to demonstrate that security, operational, compliance, and service requirements have been satisfied. Protective actions taken by either Party pursuant to this Section and in good faith to protect systems, data, payment environments, customers, services, or applicable compliance obligations shall not constitute a breach of this Agreement. Neither Party shall be liable for damages arising solely from reasonable suspension, restriction, disconnection, delay, or restoration decisions undertaken in accordance with this Section to address a material cybersecurity, operational, regulatory, or compliance risk.
- v. Cybersecurity Points of Contact: Each Party shall designate and maintain primary and secondary points of contact for cybersecurity

incidents, operational escalations, and compliance-related communications. The Parties may exchange and update such contact information from time to time without requiring amendment of this Agreement. Current contact information may be maintained in an appendix, exhibit, or other mutually agreed operational document.

f. Participation in Regional Governance

MTA shall:

- i. Assign designated personnel to participate in technical working groups, policy coordination meetings, and program governance discussions convened by WMATA;
- ii. Provide input on regional interoperability planning, new product development, and fare integration strategies; and
- iii. Notify WMATA of any legislative or regulatory developments that may affect MTA's continued participation in Open Payments.

ARTICLE III – TRANSACTION FLOW AND SETTLEMENT

1. Daily Transaction Aggregation and Fare Rule Application

- a. WMATA shall ensure daily aggregation of all contactless payment transactions originating from MTA-operated services.
- b. WMATA shall ensure application of the fare rules, pricing structures, discount eligibility, transfer policies, and fare capping logic as defined and approved by MTA.
- c. Once fare rules have been applied and the daily transaction file is compiled, WMATA shall ensure the transmission, clearing, settlement, and processing of authorized transactions.
- d. All aggregation and rule applications shall be performed in accordance with Payment Card Industry Data Security Standards (PCI DSS), applicable bank scheme regulations, and applicable technical specifications.

2. Direct Deposit of Open Payment Proceeds

- a. WMATA shall ensure the settlement and remission of all cleared transactions are deposited monthly to a bank account designated by MTA per the then current SmarTrip Operations Funding Agreement for the Operation of the Regional SmarTrip System (OFA).
- b. The amount deposited for each cleared transaction shall be the gross fare revenue less refunds, charge-backs, and associated fees including but not limited to: interchange fees, third-party network fees, scheme fees, processor fees, and any approved gateway service charges.
- c. The designated MTA account shall be provided in writing by MTA to WMATA and any third parties designated by WMATA prior to system go-live. The

designated account must be able to accept electronic payments.

- d. Any changes to the designated MTA account must be submitted to WMATA and any third parties designated by WMATA by MTA with at least ten (10) business days' prior notice.

3. WMATA Funds Handling

- a. WMATA shall act as an intermediary for all fare revenue collected via Open Payments on behalf of MTA.

4. Financial Reporting and Reconciliation

- a. WMATA shall ensure MTA receives transaction reports that include individual tap-level data, fare rule applications, and transaction status (approved, declined, pending).
- b. WMATA shall ensure that monthly transaction summaries detail total volume, revenue, fees, and adjustments. WMATA shall ensure that MTA has access to deposit notices and a corresponding merchant settlement report reflecting actual funds transferred.
- c. WMATA shall ensure that MTA has full access to any reporting dashboards, files, or administrative portals necessary to review its financial activity for Open Payments.
- d. WMATA will provide access to the permission-based Tap. Ride. Go. Control Portal to view MTA transactions.
- e. WMATA will maintain the contractual relationship with the Processor and American Express and serve as the regional Merchant of Record (MOR) consistent with the broader regional architecture.
- f. WMATA will create a Merchant Identification (MID) number for MTA to isolate all MTA-generated Tap. Ride. Go. transactions from other participating operators.

ARTICLE IV – FINANCIAL RESPONSIBILITIES

1. Payment of Processing Fees

- a. MTA agrees that the processing fees charged by the Payment Gateway and the Processor for the use of the Open Payments system, including 100% of chargeback fees and any fines imposed, shall be netted monthly against the proceeds from monthly MTA Open Payments transactions.
- b. WMATA shall provide MTA with copies of, or access to, all applicable fee schedules in effect under WMATA's contracts with the Payment Gateway and Processor.
- c. To the extent feasible, WMATA shall use commercially reasonable efforts to extend any volume-based or negotiated pricing discounts it receives to MTA, proportionally and equitably. MTA shall not be charged any administrative markup

or overhead fee by WMATA for such pass-through costs.

2. Reimbursement for WMATA Support and Consulting Services

- a. MTA shall reimburse WMATA for its proportionate share of WMATA's support and consulting services in accordance with the then current OFA. To calculate MTA's cost allocation, MTA's Open Payments transaction count shall be added to MTA's Smart Trip transaction count and the "Transaction Based" formula described in the then current OFA. The same cost allocation method shall be used for any other party to the then current OFA that chooses to use Open Payments.
- b. If the MTA elects to utilize a future Open Payments enhancement paid for by WMATA, then the process described in Article IV, Section 2(a) of this Agreement shall be used to reimburse WMATA for MTA's proportionate share of the enhancement cost except that in this case the "Transaction Based" formula shall only include the Open Payment transaction count of MTA and any other party to the then current OFA that chooses to use the Open Payments enhancement.

ARTICLE V – TERM AND TERMINATION

1. Term of the Agreement

- a. This Agreement shall commence on the Effective Date and shall remain in full force and effect for a period of ten (10) years (the "Initial Term"), unless earlier terminated in accordance with this Article.
- b. If this Agreement is not extended, the Parties shall commence activities to terminate this Agreement one hundred and fifty (150) calendar days prior to the termination date for the orderly termination of MTA's participation in Open Payments.
- c. Either Party may terminate for convenience upon one hundred fifty calendar days' notice to the other Party. Upon notice of termination, the Parties shall commence activities to ensure the orderly termination of MTA's participation in Open Payments.
- d. Any provision of this Agreement which contemplates performance or observance subsequent to any termination or expiration of this Agreement shall survive termination or expiration of this Agreement and continue in full force and effect. This includes obligations related to processing and settlement of transactions, which shall survive the termination date until all outstanding transactions are resolved.

2. Transition and Continuity Support

- a. Upon notice of termination by either Party, the Parties shall cooperate in developing a Transition Plan within thirty (30) days to ensure operational continuity and limit service disruption. The Transition Plan shall include:
 - A schedule for the return or transfer of data, reports, and system access to MTA;

- Transfer or assignment of third-party contracts to MTA, where feasible and necessary;
 - Support from WMATA to ensure MTA can continue fare processing through alternate means during the transitional period; and
 - A final reconciliation and settlement of any outstanding financial matters.
- b. Excluding pre-agreed charges already in effect, WMATA shall provide reasonable technical assistance, data access, and vendor coordination during the transition at no additional cost to MTA.

ARTICLE VI – MISCELLANEOUS

1. Amendments

- a. No amendment, change, or modification to this Agreement shall be valid unless in writing and signed by authorized representatives of both Parties.
- b. WMATA shall provide MTA at least fifteen (15) business days' advance written notice of any proposed amendments. Upon such notice, MTA shall have the right to request a consultation meeting to discuss the proposed changes.
- c. Failure to respond to a proposed amendment shall not be deemed consent.

2. Dispute Resolution

Any disputes arising out of this Agreement may be disposed by written agreement and/or amendment of this Agreement. The Parties agree to make their best good faith efforts to resolve any disputes which relate to or arise under this Agreement. In the event the Parties are unable to resolve the dispute, either Party may commence a civil action for resolution of the dispute in the United States District Court for the District of Maryland, Greenbelt Division.

3. Governing Law

The law of Maryland shall govern this Agreement unless in conflict with the WMATA Compact which shall then be controlling.

4. Severability

If any term contained in this Agreement is held or finally determined to be invalid, illegal, or unenforceable in any respect, in whole or in part, such term shall be severed from this Agreement, and the remaining terms contained herein shall continue in full force and effect, and shall in no way be affected, prejudiced, or disturbed thereby.

5. Notices

All notices hereunder shall be in writing and shall be deemed to have been sufficiently given or served for all purposes when presented personally, sent by a courier service or a national overnight delivery service, or by email as follows:

To the Maryland Transit Administration:

To the Washington Metropolitan Area Transit Authority:

Executive Vice President and
Chief Strategy, Planning, and Performance Officer
Washington Metropolitan Area Transit Authority
300 Seventh Street, S.W.
Washington, D.C. 20024
twebster@wmata.com

Executive Vice President and Chief Financial Officer
Washington Metropolitan Area Transit Authority
300 Seventh Street, S.W.
Washington, D.C. 20024
dbrickard@wmata.com

Director of Fare Revenue Systems
Washington Metropolitan Area Transit Authority
300 Seventh Street, S.W.
Washington, D.C. 20024
ggarback@wmata.com

with a copy to:

Executive Vice President, Chief Legal Officer and General Counsel
Washington Metropolitan Area Transit Authority
300 Seventh Street, S.W.
Washington, D.C. 20024

6. Other Agreements

This Agreement constitutes the entire understanding and agreement between the Parties with respect to the subject matter. It supersedes all prior negotiations, discussions, representations, memoranda, agreements, or understandings, whether oral or written, between the Parties relating to such subject matter. Nothing in this Agreement shall be construed to modify, diminish or supersede any existing rights, agreements, or arrangements between WMATA and MTA on other matters.

7. Counterparts and Signatures

This Agreement may be executed in identical counterparts, each of which shall constitute an original and all of which shall constitute, collectively, one Agreement. The counterpart with the most recent date shall determine the date of entry of this Agreement by the Parties given on page one. Signatures provided by facsimile or

other electronic means, and not by way of limitation, in Adobe .PDF sent by electronic mail, shall be deemed to be original signatures.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

MTA

MARYLAND TRANSIT ADMINISTRATION, a division of the Maryland Department of Transportation, a principal department of the government of the State of Maryland.

By: _____ Dated:
Name:
Title:

WMATA

THE WASHINGTON METROPOLITAN AREA TRANSIT AUTHORITY, an interstate compact agency and instrumentality of the District of Columbia, the Commonwealth of Virginia and the State of Maryland, created with the consent of the United States Congress.

By: _____ Dated:
Name:
Title: