

SETTLEMENT AGREEMENT

This Settlement Agreement is made and entered into effective this _____th day of November, 2019, by and between Vix Technology (USA), Inc (“Vix”) and Puget Sound Regional Transit Authority, dba Sound Transit, a Washington regional transit authority (“Sound Transit”). Vix and Sound Transit are sometimes referred to individually in this Agreement as a “Party” and collectively as the “Parties.”

RECITALS

- A. Vix and Sound Transit are parties to the Regional Fare Coordination System Contract (“RFCS”), under which Vix designed, built, and now operates and maintains the popularly known One Regional Card For All system used by public transit riders in King, Pierce, Snohomish, and Kitsap counties.
- B. On May 5, 2018, Kevin Wallace, through www.muckrock.com (the “Requestor”), submitted a request pursuant to Washington’s Public Records Act, RCW Ch. 42.56 (the “Request”), asking for, *inter alia*:

A copy of the latest version of each of the following [software] applications used on Fare Enforcement handheld devices:

- Orca Inspection
- Officer Android
- C. Sound Transit ultimately informed Vix that unless Vix obtained a preliminary injunction it would release the Orca Inspection and Officer Android software applications (the “Applications”) to the Requestor.
- D. Vix then filed King County Superior Court Case No. 18-2-19467-9 SEA (the “Lawsuit”) against the Requestor and Sound Transit, and obtained a preliminary injunction enjoining release of the Applications to the Requester.
- E. Subsequently, Sound Transit filed a successful motion for permanent injunction in the Lawsuit, which Vix joined, permanently enjoining release of the Applications to the Requester.
- F. In the Lawsuit, Vix also asserted claims against Sound Transit.

The Parties desire to fully and finally resolve all claims, disputes, and controversies between them relating to the Request, Requestor, and the Lawsuit without additional expense and Court intervention, upon the terms set forth herein.

AGREEMENT

The Parties agree as follows:

1. Not later than Friday, November 15, 2019, Sound Transit shall pay Vix the total sum of five thousand U.S. dollars and no cents (US \$5,000.00), payable to the Carney Badley Spellman

Client Trust Account.

2. With respect to all claims related to the Request, Requestor, and the Lawsuit, and except for the rights and obligations set forth in this Settlement Agreement, and as otherwise excepted below, the Parties release and forever discharge each other, their insurers, and each and every affiliate (meaning any person or entity, including, without limitation, any corporation, limited liability company, limited liability partnership, partnership, trust, foundation, non-profit entity, and other business entity which controls, is controlled by, or is under common control with any Party), and every shareholder, member, partner, manager, director, officer, employee, contractor, agent, consultant, representative, administrator, fiduciary, attorney, and benefit plan and any such affiliate, and every predecessor, successor, transferee and assign of each of the persons and entities described in this sentence, from any and all claims of any kind, known or unknown, asserted or unasserted, which arose on or before the Effective Date. Claims released include, without limitation:
 - a. all claims that were asserted in the Lawsuit, or that would have been mandatory counter, cross, and/or third-party claims against each other;
 - b. claims related to any alleged breach of any contract, whether in writing or oral, express, or implied;
 - c. claims for wrongful termination or constructive discharge, including claims based on violation of public policy; breach of agreements, representations, policies; or practices related to the relationship with any of the Parties; or based on any legal obligation owed by any of the Parties;
 - d. violation of federal, state, or local laws or ordinances prohibiting discrimination, harassment or retaliation, or requiring accommodation, on the basis of age, race, color, national origin, religion, sex, disability, marital status, sexual orientation, gender identity, veterans or military status, or any other status;
 - e. wages or compensation of any kind (including overtime claims and claims for extra work);
 - f. tortious interference with contract or expectancy;
 - g. fraud or negligent misrepresentation;
 - h. breach of privacy, defamation, slander, and/or libel;
 - i. intentional or negligent infliction of emotional distress;
 - j. unfair labor practices;
 - k. liability for taxes;
 - l. breach of fiduciary duty;
 - m. attorneys' fees and costs, and prejudgment interest, except as provided for in the enforcement of this Settlement Agreement;

- n. violation of the Washington Law Against Discrimination; the Washington Prohibited Employment Practices Law; the Washington Minimum Wage Act; Washington's Little Norris-LaGuardia Act; the Washington Family Leave Act; the Washington Family Care Act; the Washington Military Family Leave Act; or the Washington law permitting leave for victims of domestic violence, sexual assault or stalking; including any and all amendments to the above, to the fullest extent permitted by law;
- o. violation of the Consolidated Omnibus Budget and Reconciliation Act of 1985 (COBRA); the Fair Labor Standards Act (FLSA); the Labor Management Relations Act (LMRA); the Employee Polygraph Protection Act; the Racketeer Influenced and Corrupt Organizations Act (RICO); the Electronic Communications Privacy Act; the Uniform Services Employment and Re-Employment Rights Act (USERRA); the Sarbanes-Oxley Act; the Civil Rights Act of 1964; Title VII; Sections 1981 through 1988 of Title 42 of the United States Code; the Civil Rights Act of 1991; the Equal Pay Act of 1963; the Lilly Ledbetter Fair Pay Act; the Americans with Disabilities Act of 1990 (ADA); the federal Family and Medical Leave Act of 1993 (FMLA); the Worker Adjustment and Retraining Notification Act (WARN); the Occupational Safety and Health Act (OSHA); the Sarbanes-Oxley Act of 2002; the Employee Retirement Income Security Act of 1974 (ERISA); the National Labor Relations Act (NLRA); the Immigration Reform and Control Act (IRCA); including any and all amendments to the above, to the fullest extent permitted by law; and
- p. violations of all similar federal, state, and local laws, to the fullest extent permitted by law.


Notwithstanding the foregoing, the above releases are not intended to cancel, abrogate, or otherwise relate to the RFCS, any other contract between the Parties that pre-dated the Request, or to release claims relating to any other request under Washington's Public Records Act, RCW Ch. 42.56. The Parties expressly agree that the RFCS, all other written contracts between them, and all amendments to them shall continue in full force and effect, and that all Parties reserve and retain all rights they have relating to such agreements.

- 3. This Settlement Agreement shall not constitute or in any manner be construed as evidence of an admission by any party of any liability, omission, or wrongdoing of any kind. Rather, this Settlement Agreement expresses the intention of the Parties to resolve all disputes between them without the time and expense of contested litigation.
- 4. This Settlement Agreement shall be interpreted according to the laws of the State of Washington, without reference to its internal conflict of laws provisions. The sole and exclusive venue for any action in any way related to this Settlement Agreement shall be the King County Superior Court. In the event an action is brought to enforce any of the terms of this Settlement Agreement, the substantially prevailing party shall be entitled to their attorneys' fees and costs actually incurred and for which they are obligated to pay, including but in no way limited to expert witness fees and costs.
- 5. This Settlement Agreement is binding on and inures to the benefit of the Parties, other entities and individuals being released, and their respective insurers, executors, administrators, trustees, members, managers, owners, successors, spouses, and assigns, and

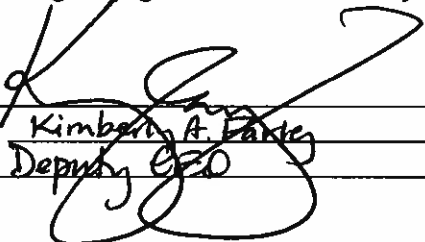
all other persons acting pursuant to their authority or in active concert or participation with them, and their respective predecessors and assigns, wherever the context requires or admits.

6. This Settlement Agreement contains all of the agreements, conditions, promises, and covenants between the Parties with respect to the subject matter in this Settlement Agreement and supersedes all prior or contemporaneous agreements, representations, or understandings with respect to the subject matter of this Settlement Agreement. The Parties agree that any amendment or change to this Settlement Agreement shall be in writing and signed by all Parties.
7. Each of the Parties to this Settlement Agreement represents and warrants that they were represented by legal counsel, and received independent legal advice from their respective attorneys with regard to the advisability of executing this Settlement Agreement. Each of the Parties to this Settlement Agreement has made such investigation of the facts pertaining to this Settlement Agreement as each deems necessary, and in entering into this Settlement Agreement, each party assumes the risk of mistake with respect to such facts. This Settlement Agreement is intended to be final and binding upon the Parties regardless of any claims of mistake. This Settlement Agreement was jointly drafted, and shall not be construed against any Party.
8. Each party warrants that they have full power to execute the releases and agreements contained in this Settlement Agreement. Each Party acknowledges and agrees that this warrant and representation is an essential and material term of this Settlement Agreement without which the consideration relating to it would not have been delivered. The Parties agree to execute all additional documents which may be reasonably necessary to effectuate the intent of this Settlement Agreement.
9. Should any provision or portion of this Settlement Agreement be held unlawful or unenforceable, the balance of this Settlement Agreement shall nonetheless in all respects remain binding and effective and shall be construed to be in full force and effect to the extent lawfully permissible.
10. This Settlement Agreement may be executed in counterparts by the Parties and shall become effective and binding upon the Parties at such time as all of the signatories have signed a counterpart of this Settlement Agreement. The Parties may exchange email and/or facsimile copies of the signature pages, which shall be treated as originals.

VIX TECHNOLOGY (USA), INC

By: 
Shane Quinn
Its: CEO

PUGET SOUND REGIONAL TRANSIT
AUTHORITY, dba SOUND TRANSIT, a
Washington regional transit authority

By: 
Kimberly A. Porter
Its: Deputy CEO