

**SERVICE ORDER NO. 3 UNDER THE
SUPPLEMENTAL SERVICES PILOT MASTER SERVICES AGREEMENT
UTA Contract No. 24-038431
PROVIDING SUPPLEMENTAL SKI SERVICE**

1. Purpose

On July 23, 2025, *Innovative Transportation Solutions, Inc. dba The Driver Provider*, (“**The Driver Provider**”, or “**Contractor**”) and the Utah Transit Authority (“**UTA**” or “**Customer**”), hereinafter collectively referred to as the “**Parties**,” entered into an agreement entitled Master Service Agreement (the “**MSA**”), Service Order 3.

By this Service Order No. 3 (**Service Order**), the Parties agree to implement supplemental ski service as follows:

2. Service Implementation Plan (“SIP”)

The Parties shall reference *The Driver Provider’s* Technical Proposal submitted for UTA’s RFP #24-038431 for SIP requirements. This Service Order updates the SIP as needed.

3. Timing and Terms

This Service Order shall be effective immediately upon signing (“Effective Date”). The duration of the Service Order is until December 31, 2026, inclusive, following the Effective Date.

The duration of the supplemental ski service shall last for a period of approximately 4 (four) months, initiating on the first scheduled service day of December 7th, 2025 through the last scheduled service day of April 11th, 2026, inclusive, following the Effective Date (the “Initial Term”), subject to year-by-year extensions based on mutual agreement of the Parties.

All terms and conditions contained in the MSA are also applicable to this Service Order. If a term contained in this Service Order conflicts with the general terms of the MSA, the specific term in this Service Order shall take precedence. The MSA as well as all amendments and addendums thereto, remain in full force and effect as supplemented by this Service Order.

4. Service Fees

UTA shall be charged according to the payment structure outlined in the table below. The rate for each regular driver hour shall be [REDACTED], calculated as a [REDACTED] base rate plus an inflation and project enhancement surcharge totaling \$40.60. These hourly rates include, but are not limited to

driver pay, driver training, insurance, fuel, vehicle lease costs, vehicle cleaning, vehicle maintenance and repairs, service expenses, live customer support, and other project operations.

| Service Fees | |
|---|-----------------------|
| Baseline Hourly Rate | |
| Service Adjustments | |
| <i>Inflation Adjustment +2.1%</i> | \$4.51 |
| <i>Dedicated Staffing Increases</i> | \$18.69 |
| <i>Vehicle Upgrades and Fuel Adjustment</i> | \$10.63 |
| <i>Additional Project Management and Overhead</i> | \$6.77 |
| | |
| Total Hourly Rate | |
| Hours | |
| Service Cost (rate x hours) | \$1,787,730.00 |
| One-Time Capital Fees | \$50,000.00 |
| If applicable | |
| Owner Directed Hours (up to 300 contingency hours) | \$76,617.00 |
| | |
| Not to Exceed Total | \$1,914,347.00 |



Owner directed hours will only be used through written authorization by UTA. Hours will be used as needs are identified by UTA. Owner directed hours could be up to [REDACTED] hours, with an estimated cost of \$76,617 at the per driver rate of [REDACTED].

The values in the table above are Not-to-Exceed (NTE) amounts and are subject to downward adjustment based on actual revenue hours achieved. The not-to-exceed (NTE) total compensation for performance for the duration of this Service Order is \$1,914,347.

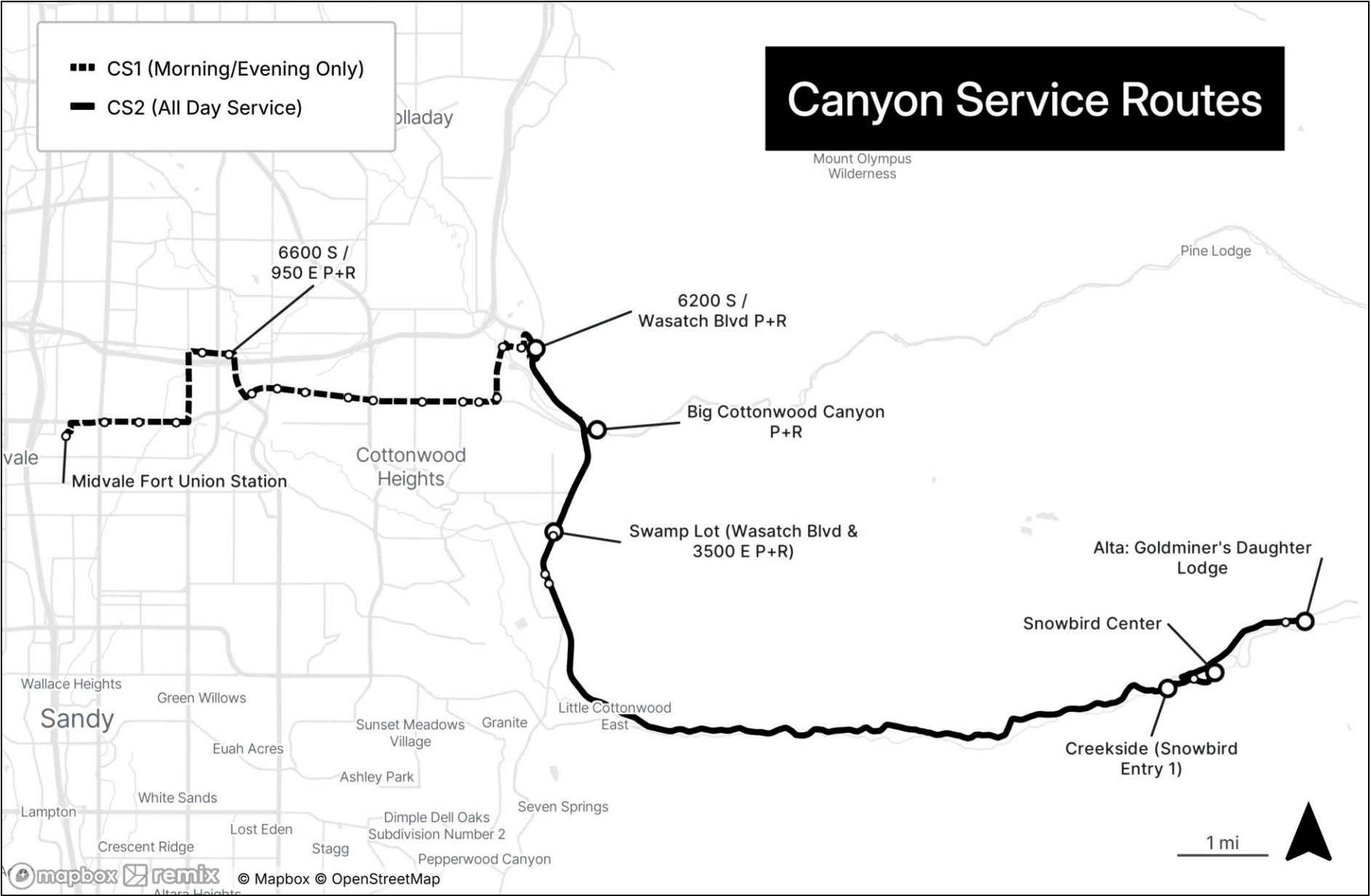
Fees as incurred at the end of each month will be invoiced to UTA by *The Driver Provider* on or around the 15th of each month.

Should changes in applicable federal, state, local law result in a significant change in *The Driver Provider's* costs, either an increase or decrease, *The Driver Provider* or UTA may opt to renegotiate the ongoing service hour fees or service hours.

Any new regulatory fees imposed by a governmental entity related to the service will be charged as a pass-through cost contingent on UTA advance agreement provided such agreement will not be unreasonably withheld. UTA will have the option of decreasing other services or expenses in order to off-set these additional fees.

| INNOVATIVE TRANSPORTATION SOLUTIONS, INC. | UTAH TRANSIT AUTHORITY |
|---|--|
| <p>Kendra Kaplan  Innovative Transportation Solutions, Inc. dba The Driver Provider, Vice President of Sales</p> <p><u>07-01-25</u> Date:</p> | <p>Jay Fox Executive Director</p> <hr/> <p>Date:</p> <p>Nichol Bourdeaux Chief Planning and Engagement Officer</p> <hr/> <p>Date:</p> <p>Hal Johnson IMS Director</p> <hr/> <p>Date:</p> <p>Mike Bell Assistant Attorney General UTA Counsel</p> <p>DocuSigned by:  70E33A415BA44F6... Date: 7/1/2025</p> |

Appendix A: Service Map



Exact routing and stop locations subject to change. Total stop count not to exceed 39 locations.