

**AMENDMENT NO. 4 TO
SERVICE ORDER NO. 1 UNDER THE
ON-DEMAND TECHNOLOGIES AND INNOVATIVE MOBILITY SERVICES
MASTER SERVICES AGREEMENT
UTA Contract No. 20-03399-1-4**

1. Amendment

On September 30, 2021, each of River North Transit, LLC (“**Via**”) and the Utah Transit Authority (“**UTA**” or “**Customer**”), hereinafter collectively referred to as the “**Parties**,” entered into Service Order No. 1 (as amended, the “**Service Order**”) under UTA Contract No. 20-03399 (the “**MSA**”) to establish and on-demand transit deployment (“**Deployment**”) in the westside of Salt Lake City, Utah.

By Amendment No. 1, the Parties agreed to upfit all wheelchair accessible vehicles with “side entry” ramp access for the Deployment.

By Amendment No. 2, the Parties agreed to install bike racks on all vehicles for the Deployment.

By Amendment No. 3, the Parties agreed to extend the term of the Service Order and adjust the fee schedule therein.

By this Amendment No. 4, the Parties agree to further amend the Service Order as follows:

- a) **Extension.** The Parties hereby agree to extend the duration of the Deployment under the Service Order beyond its original duration effective July 1, 2024 through December 31, 2026.
- b) Section 3. Fees shall be deleted entirely and replaced with:

3.1 Fees

The table below outlines the payment structure, in which UTA would be charged a price per driver hour. 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 offset these additional fees. The Deployment shall include a fleet of vehicles as described in Section 4, Service Parameters, subject to extension by mutual agreement of the parties on terms to be agreed (including any change in fees).

ITEM NO.	DESCRIPTION	EST. MONTHLY QTY.	CURRENT CONTRACT UNIT PRICE	UNIT	UNIT PRICE MONTHS 1-12	UNIT PRICE MONTHS 13-24	UNIT PRICE MONTHS 25-30	ESTIMATED MONTHLY COSTS (AVG. 30 MONTHS)	ESTIMATED TOTAL PRICE MONTHS 1-12	ESTIMATED TOTAL PRICE MONTHS 13-24	ESTIMATED TOTAL PRICE MONTHS 25-30	ESTIMATED TOTAL PRICE (30 MONTHS)
1	WAV Retrofit & Bike Rack Costs	0	\$25,900	Lump sum	\$25,900	\$25,900	\$25,900	\$0	\$0	\$0	\$0	\$0
2	Driver Pay (1)	3,500	\$27.69	1 driver hour	\$28.24	\$28.80	\$29.38	\$100,422	\$1,186,080	\$1,209,600	\$616,980	\$3,012,660
3	Vehicle Rental and WAV Costs (1)	3,500	\$12.61	1 driver hour	\$12.86	\$13.12	\$13.38	\$45,738	\$540,120	\$551,040	\$280,980	\$1,372,140
4	Live Customer Support (1)	3,500	\$3.22	1 driver hour	\$3.28	\$3.35	\$3.42	\$11,676	\$137,760	\$140,700	\$71,820	\$350,280
5	Other Project Operations (2)	3,500	\$19.13	1 driver hour	\$19.51	\$19.90	\$20.30	\$69,384	\$819,420	\$835,800	\$426,300	\$2,081,520
6	Technology Fee & Dedicated IT Operations (3)(4)	3,500	\$4.36	1 driver hour	\$4.44	\$4.53	\$4.62	\$15,792	\$186,480	\$190,260	\$97,020	\$473,760
TOTAL								\$243,012	\$2,869,860	\$2,927,400	\$1,493,100	\$7,290,360

Memo: Total Hourly Costs

\$67.01

\$68.33

\$69.70

\$71.10

Memo: Total Hourly Costs (Excl. Vehicle Rental and WAV Costs)

\$54.40

\$55.47

\$56.58

\$57.72

(1) Billed on an "as used" basis. Assumes fuel card program continues and Via is not responsible for purchasing fuel. Includes capex-like items (vehicle leases and WAV costs).

(2) Includes insurance, local & central operations support, acquisition/marketing costs, vehicle wraps, T&E, miscellaneous office expenses, and other administrative costs.

(3) Includes Via technology access fees, cloud hosting costs (Amazon Web Services, Google Maps), third-party licensing fees for data capture, database maintenance and data visualization tools (Snowflake, Alooma, mParticle, AppsFlyer), telecommunications applications (Twilio, Leanplum, Mailchimp, and Mandrill), and customer service software (Zendesk); in addition to ongoing monthly maintenance fees for the UTA FAREPAY/pass card integration and other software maintenance costs.

(4) Previously charged as a fixed fee per month; converted to an hourly rate in "current contract unit price" column to show like-for-like total hourly rate.

The values in the table above are Not-to-Exceed (NTE) amounts and are subject to downward adjustment based on actual revenue hours achieved.

UTA will be billed for the above fees as described below. Driver hours will be billed as incurred at the end of each month. UTA shall pay the following fees to Via:

Ongoing Invoice Fees

UTA shall pay the following fees to be invoiced monthly by Via on or around the 15th of each month, starting upon launch of the Deployment:

Month 1-12: \$68.33 per driver hour in ongoing project costs, to include driver partner pay, vehicle rental and wheelchair-accessible vehicle (WAV) costs, live customer support, twice weekly cleaning and project operations. This amount will be increased to \$69.70 in months 13-24 and \$71.10 in months 25-30

These fees are exclusive of fuel. Via will also invoice UTA for fuel on a pass-through basis (i.e., Via's reasonable, actual, direct, out of pocket cost, including any reductions for volume discounts, credit, refunds and rebates) billed monthly.

Should changes in applicable federal, state, local law result in a significant change in Via's costs, either an increase or decrease, Via or UTA may opt to renegotiate the ongoing on-demand service hour fees or level of service obtained.

3.2 Fare Revenue

UTA shall maintain its partner Braintree account throughout the Deployment and shall collect and own all revenue from service fares ("farebox revenue"), net of Braintree service fees, in the account.

3.3 Marketing Fees

Via will separately invoice UTA for marketing expenses incurred and as authorized by UTA under Section 8 of this Service Order. Via will charge its standard labor rate of \$150.00 per hour for internal marketing labor cost. All other marketing expenses will be passed through at cost. The total combined marketing expenses incurred by Via and UTA shall not exceed \$100,000. This amount is not included in the pricing table shown above.

3.4 Compensation

The not-to-exceed (NTE) total compensation for performance for the duration of Amendment No. 4, excluding marketing fees outlined in Section 3.3, is \$7,290,360. These NTE amounts include, but are not limited to, service expenses for WAV retrofits, bike racks, vehicle wrapping, driver pay, vehicle rental fees, live customer support, project operations, rider acquisition, technology, dedicated IT operations, vehicle cleaning, and marketing expenses. Annual expenses and NTEs are subject to downward adjustment based on actual revenue hours achieved.

2. Terms

This Amendment No. 4 shall be effective immediately as of July 1, 2024.

All terms and conditions contained in the MSA and the Service Order are also applicable to this Amendment No. 4. If a term contained in this Amendment No. 4 is in conflict with the general terms of the MSA or the Service Order, the specific term in this Amendment No. 4 shall take precedence. The MSA and Service Order, as well as all amendments and addendums thereto, remain in full force and effect as supplemented by this Amendment No. 4.

This document contains business information which Via claims to be confidential and will be protected from release or disclosure to the full extent permitted by applicable laws (including, without limitation, the Utah Government Records Access and Management Act, UCA 63G-2-101. Et. Seq.)

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment No. 4 to be executed in duplicate as of the date first herein written.

RIVER NORTH TRANSIT LLC	UTAH TRANSIT AUTHORITY
<p>DocuSigned by:  04EC418E293B4AE... ALEX LAVOIE Manager of River North Transit LLC 2/29/2024 Date:</p>	<p>Jay Fox Executive Director Date:</p> <p>Nichol Bourdeaux Chief Planning and Engagement Officer Date:</p> <p>Hal Johnson Acting IMS Director Date:</p> <p>Recommending Shaina Quinn, Program Manager Date:</p> <p>DocuSigned by:  70E33A415BA44F6... Mike Bell Assistant Attorney General UTA Counsel 2/27/2024 Date:</p>