

**SERVICE ORDER NO. 2 UNDER THE
ON-DEMAND TECHNOLOGIES AND INNOVATIVE MOBILITY SERVICES
MASTER SERVICES AGREEMENT
UTA Contract No. 20-03399-2**

**SERVICE ORDER NO. 2
UTA ON DEMAND – SOUTHERN SALT LAKE COUNTY DEPLOYMENT RENEWAL**

DATE: DECEMBER 15, 2021

1. Purpose

On September 1, 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 an agreement entitled On-Demand Technologies and Innovative Mobility Services (the “**MSA**”). By this Service Order No. 2, the Parties agree to continue their collaboration on the UTA On Demand Deployment (hereinafter the “**Deployment**”) in southern Salt Lake County, Utah, which began in November 2019 pursuant to the Parties’ original Master Service Agreement (as amended up to the date hereof).

Under this Service Order No. 2 (the “**Service Order**”), Via will continue to provide UTA with technology and technology-enabled integration services (the “**Services**”), acting as a broker coordinating the services of third-party service providers to effectuate the Deployment. Via will contract with third party service providers to effectuate such integration, including with fleet managers, vehicle suppliers, driver partners, background check providers, customer service support agencies, a payment processor and insurance brokers and underwriters. Via’s Services will include:

- A Transportation as a Service (TaaS) solution as defined within the MSA;
- Localization of a proprietary cloud-based dynamic vehicle routing and real-time passenger aggregation system;
- Access to the Via mobile rider application (iOS and Android) for individuals using UTA’s service (“**Riders**”) to book and pay for rides through a smartphone;
- Access to booking via a dedicated phone line for Riders who do not have access to a smartphone;
- Access to the Via mobile driver application for drivers to route and service rides through a smartphone or tablet;
- Establish relationship with vehicle rental company (“**Vehicle Partner**”) to provide access to vehicles on a rental basis to independent contractor driver partners (“**Driver Partners**”) who shall provide transportation services;
- Accompanying technical and operational support service;
- Marketing and outreach initiatives as described herein; and
- Data sharing and reporting as described herein.

Conflicts between this Service Order and any other terms and conditions or written agreements between the Parties, including the MSA, shall be resolved in favor of this Service Order.

2. Effective Date; Duration

This Service Order shall take effect on January 1, 2022 (hereinafter the “**Effective Date**”), and the term of the Deployment under this Service Order shall be for a period of 36 (thirty-six) months from such date. The Appendices A, B, & C attached hereto may be amended annually to reflect updated agreements on service parameters, and deployment goals and objectives.

3. Fees

The Parties agree to reassess and renegotiate the fees charged by Via to UTA on an annual basis, if necessary, and to amend and include fees and a fee structure in the Appendices of this Service Order.

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

4. Service Parameters

Pursuant to the MSA and in accordance with Appendix A and B, Via will provide access to a platform service (the “**Platform**”) through which Riders will be able to book and pay for rides on a shared and on-demand basis and dedicated vehicles will be offered by the Vehicle Provider to Driver Partners on a rental basis.

The Parties agree to collaborate toward the operation of two distinct, commingled service types to be served concurrently by the same Vehicle Fleet:

- (1) An on-demand microtransit service that shall be available to all eligible residents and visitors to the UTA On Demand service area, and which shall remain inclusive and accessible for persons with disabilities; and
- (2) A dedicated “Paratransit Connection” service, which shall be available to UTA Paratransit-eligible Riders for the purpose of transporting them between their home or other location inside the UTA On Demand service area and a UTA transit connection point (TRAX or FrontRunner station) inside the service area. In mutually agreed upon cases (such agreement in written email being sufficient), this service may also be used to transport Riders from the Riders’ home directly to another location inside the service area in a point-to-point fashion.

The Parties agree to amend this Service Order or its appendices annually with updated parameters regarding the service zone, service times, and vehicle fleet configuration, to be determined per the Parties’ mutual agreement.

Rider Fares: Rider fare and rider fare discounts will be set by UTA. During the duration of the Deployment, discounted and promotional rider fares may be implemented upon mutual agreement between the Parties.

Fare Revenue: UTA shall maintain its partner Braintree (or follow-on commercial vendor) account throughout the Deployment and shall collect and own all revenue from service fares (“farebox revenue”), net of Braintree service fees, in the account.

Payments: Via will ensure acceptance of Rider payment through the Rider app via credit cards, Apple Pay, Google Pay, pre-paid debit cards, FAREPAY cards, and all electronic pass cards accepted by UTA. Riders may also book trips using a “paper ticket” payment method and will be permitted to ride if the Driver Partner serving that Rider’s trip deems the paper ticket valid. Via will also provide a concierge booking service for Riders without smartphones. The concierge service will include a customer payment option which meets Payment Card Industry Data Security Standards (PCI DSS).

Via will ensure the execution of any necessary registrations and licensing to perform the Services, with UTA’s cooperation and assistance.

Parking: UTA shall identify and make available a UTA facility, depot, or parking lot (“Depot/Lot”) with ample overnight parking for the Vehicle Fleet. The Depot/Lot must be in a safe and lighted area inside the boundaries of the service zone and may be owned by UTA or by a UTA partner. Such parking shall not interfere with, nor disrupt, UTA or UTA partner operations. Routine Vehicle Fleet cleaning may be performed at the Depot/Lot and no vehicle maintenance will be performed at the Depot/Lot that would otherwise require mechanic services. In the event the Depot/Lot has secured access, Vehicle Partners and Driver Partners will comply with UTA or UTA partner standard operating procedures when accessing and using the Depot/Lot.

Additional Waiver of Claims and Indemnification Regarding Stored Vehicles

In addition to the agreements and obligations undertaken in Section 19 of the MSA, Via agrees to waive any claims against UTA or a UTA partner as applicable, its employees, agents, and assigns, and to also obtain waivers from its independent contractor Driver Partners for any claims against UTA or a UTA partner as applicable, its employees, agents, and assigns, for damage to vehicles stored in Depot/Lot, provided that the requirements in Section “Parking” above are met by UTA or a UTA partner as applicable.

5. Project Team & Governance

Via will be responsible for the integration of all relevant elements of the Deployment on a continuous basis during the course of the Deployment and will designate a project manager for this purpose (the “**Via Project Manager**”) who will lead Via’s Project Team. UTA will designate a project manager to be the primary point of contact with Via throughout the duration of the Deployment (the “**UTA Project Manager**”). The Via Project Manager will be in regular contact with the UTA Project Manager through informal and scheduled project meetings.

The Via Project Manager will be empowered to enact day-to-day decisions related to the Services and will serve as the primary point of contact with the UTA Project Manager on an ongoing basis. The Via Project Manager will appoint members to the Project Team to assist in the integration of the various elements of the Deployment, to include personnel with expertise in service scoping, independent contractor driver outreach and registration to the Platform, fleet maintenance procurement, marketing, and data analytics. For the avoidance of doubt, the Via Project Manager will have no power to serve notice or amend the Agreement, or this Service Order.

During the course of the Deployment, Via's Project Team, led by the Via Project Manager, will liaise with the UTA Project Manager over the key deliverables of this Service Order and to endeavor to maximize ongoing service optimization.

6. Driver Partner Registration & Supply Management

Via will source Driver Partners to provide transportation services to UTA through the Platform. Via will engage in a good faith effort to register Salt Lake County residents as Driver Partners.

Via will ensure that Driver Partners have appropriate licenses, permits, and insurance required for the type of vehicles being operated as defined within the MSA. As part of Driver Partner registration for access to the Platform, all Driver Partners will be introduced to Via with the following areas covered: familiarization with the Deployment service areas; hours of service; UTA's expectations; use of the Driver App; and reporting incidents and delays in service.

Throughout the Deployment, Via will review comments and ride reviews from customers submitted through the UTA On Demand application to identify opportunities for service improvements and address concerns over Driver Partner behavior and performance.

Via will be responsible for ensuring that there is adequate driver supply for each service zone within designated hours to meet demand with optimal quality of service, given constraints.

7. Rider and Driver Partner Support

Via will ensure the provision of customer service and support for Driver Partners and Riders on issues that arise in connection with use of the Platform. In addition, Via will provide live translation services in Spanish to customers using their call center in order to communicate with those who have limited English proficiency. Live support for Driver Partners and riders will be provided during service days/hours. Driver Partners and riders may call or text into the service during service days/hours and will receive prompt response to their inquiry. Riders may also email into the center 24/7 with inquiries about the service and will typically receive a response to their inquiry within 24 hours.

Following each ride, the Rider will be prompted to submit a ride rating with feedback in the app. If an issue arises for a Rider or Driver Partner before, during, or after a ride, these parties will be able to reach customer support staff by phone, or by submitting an email ticket, which will be replied to promptly by such customer support staff.

8. Marketing, Promotions, & Press

Via shall work closely with UTA to determine a unified marketing and promotional program that increases community awareness of the service and maximizes its success.

The Deployment, including the rider app, will be co-branded as "powered by Via". The "powered by Via" banner must be used only in the exact format provided by Via and will be prominent on all assets promoting the Deployment, including (but not limited to) printed collateral, digital materials, websites, and any vehicle wraps. The "powered by Via" banner will have equal prominence on all marketing materials to any additional partner logos or trademarks. Via may provide pre-approved brand assets and guidelines that must be complied with in all marketing communications distributed by UTA.

All UTA-developed content that pertains to Via's brand, technology, and operations must be reviewed and approved in writing (i.e. email) by Via before distribution. Via requests a minimum review time of five (5) working days for all such requests.

9. Service Goals and Objectives

The Parties agree to collaborate towards the achievement of service goals and objectives. The Parties further agree to reassess and renegotiate annually the service goals and objectives, and to amend and include service goals and objectives in the Appendices of this Service Order. Via agrees to use commercially reasonable efforts to meet the goals and objectives, but the parties acknowledge that failure to meet the goals and objectives shall not constitute a breach of the MSA or this Service Order.

The Parties agree to hold regular performance reviews throughout the duration of the Deployment to review progress toward their agreed goals and objectives.

10. Data Sharing & Reporting

Via will share data from the Deployment, including data required for the National Transit Database (NTD) Form S-10. Deployment Data shall be made available in formatted numerical and graphical reports. The Parties recognize that in order to determine the effectiveness of this Deployment, UTA may have the need to collect additional data ("**Additional Data**"). Via agrees to cooperate with UTA in obtaining and compiling such data as requested by UTA.

Deployment Data is considered Via-proprietary and confidential and is subject to the confidentiality and other protective provisions set forth in this Service Order and the MSA unless such protection is not allowed under the Utah Government Records Management Act.

Any Additional Data shall be considered Via-proprietary and confidential unless otherwise mutually agreed by the Parties in writing. The Parties agree to consider in good faith whether or not such data is public or proprietary and cooperate in appropriately protecting any data which is considered to be Via proprietary.

11. UTA Fueling Card Network

UTA and Via agree to collaborate towards the use of UTA's contract with US Bank and the Voyager Fuel Card Network (hereafter "**Fuel Card**") to reduce overall Deployment expenses and use of the Fuel Card by Via's Driver Partners for the purpose of fueling the Vehicle Fleet. For the avoidance of doubt, both parties agree that Via's Vehicle Partner will be the administrator of the Fuel Card Program and that Via is merely responsible for collaborating with UTA and its Vehicle Partner as needed.

UTA will provide Via and its Vehicle Partner and Driver Partners access to the Fuel Card network and establish an independent "Via Account" for the sole purpose of fueling the Vehicle Fleet as part of the Deployment:

- UTA will pay the monthly fueling expenses incurred by the Via Account
- UTA may review, monitor, and/or report any fueling discrepancies or concerns to Via regarding use of the Fuel Card by Driver Partners

- UTA will support Via with any set up or on-boarding required to implement the Fuel Card and/or assist with any issues or concerns during the Deployment
- If the Vehicle Partner flags to UTA issues related to the Fuel Card malfunctioning or not being usable for any reason not due to the Vehicle Partner or the Driver Partner, then UTA will support the Vehicle Partner with troubleshooting as necessary to ensure resolution of the issue. Via's Vehicle Partner will administer the day-to-day usage of the Fuel Card by Driver Partners and establish appropriate measures to limit risk of Fuel Card misuse or fraud
- Via's Vehicle Partner will establish standard operating procedures for Fuel Card usage
- Via's Vehicle Partner will monitor and review monthly fuel usage and address any issues or concerns with Driver Partners
- Via and Via's Vehicle Partner will work with UTA to determine the best fueling locations within the service area which offer maximum fuel pricing discounts including the types of fuel used with the Vehicle Fleet
- Via will reimburse UTA for any charges made to the card due to either loss or fraudulent misuse of the Fuel Card by the Via's Driver Partners based on comparison of the revenue hours driven by each driver with the amount of fuel charged to the Fuel Card

UTA and Via agree that it is in the best interest of the Parties to minimize the use of a Driver Partner fueling a Fleet Vehicle with a personal card. However, in the event a Driver Partner experiences an issue with the Fuel Card which cannot be resolved, a Driver Partner or the Vehicle Partner may fuel a Fleet Vehicle at its own cost, and in each case be reimbursed as follows:

- Via will reimburse any Driver Partner who fuels a fleet vehicle with a personal card, ultimately passing through such expense to UTA
- Via will invoice UTA as part of the monthly service billing and provide a detailed summary for any Driver Partners or Vehicle Partner fuel reimbursements



If a Driver Partner fuels a Fleet Vehicle with a personal card, Via will make all reasonable efforts to notify the issue to UTA as to resolve the issue in a timely manner and mitigate the chances of a Driver Partner fueling a fleet vehicle with a personal card in the future. The Parties acknowledge that Via is free to delegate certain responsibilities to its Driver Partners. Such delegation does not affect privity between UTA and Via.

12. Timing; Scope

This Service Order shall enter into effect upon the aforementioned Effective Date. All terms and conditions contained in the MSA are also applicable to this Service Order. If a term contained in this Service Order is in conflict with the general terms of the MSA, the specific term in this Service Order shall take precedence. This Service Order does not change any other provision of the MSA. The MSA and all amendments and addendums remain in full force and effect.

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 Service Order No. 2 to be executed in duplicate as of the date first herein written.

Via: River North Transit, LLC	Customer: Utah Transit Authority
<p>DocuSigned by:  EF1C5B8915AA496... ALEX LAVOIE Manager of River North Transit, LCC</p>	<p>Jaron Robertson Director, Innovative Mobility Solutions</p> <p>Nichol Bourdeaux Chief Planning and Engagement Officer</p> <p>Mary DeLoretto Interim Executive Director</p> <p>DocuSigned by:  70E33A415BA44F6... MICHAEL BELL Assistant Attorney General UTA Counsel</p> <p>11/22/2021</p>

Appendix A UTA On Demand Powered by Via: Southern Salt Lake County Deployment Service Area



Appendix B: Deployment Parameters

The Parties agree to the following Deployment Parameters for the UTA On Demand Deployment in Southern Salt Lake County. Upon mutual agreement, the Parties may agree to subsequent modifications of these Parameters during the term of this Agreement.

- **Deployment Service Zone:** Approximately 71.1 square miles coverage zone in Salt Lake County, Utah. See Appendix A for a map of the service zone boundary.
- **Service Days/Hours:** The Deployment's operating hours shall be Monday through Friday, 4:00am to 12:15am (the following day); and Saturday, 6:00am to 1:15am (the following day).
- **Vehicle Fleet:** Via's Vehicle Partner will offer a fleet of up to twenty-four (24) branded, licensed and insured vehicles, including twelve (12) Americans with Disabilities Act (ADA)-compliant Wheelchair Accessible Vehicles (WAV) to be made available to independent contractor Driver Partners, who will be able to gain access to these vehicles after being registered onto the Platform. Of the 24 total vehicles, two (2) WAV and two (2) non-WAV vehicles shall be treated by Via as spares in the event that a regular service vehicle requires maintenance or replacement. Fleet size and composition of WAVs and non-WAVs may be adjusted based upon mutual agreement of the Parties.

**Appendix C:
Annual Not-to-Exceed Fees**

Total Compensation: The not-to-exceed (NTE) total compensation for performance for the duration of the Service Order as covered by the MSA and all Addendum(s) is twelve million six hundred and one thousand one hundred and forty two dollars (\$12,601,142). These NTE amounts include, but are not limited to, service expenses for WAV retrofits, vehicle wrapping, driver pay, vehicle rental fees, live customer support, project operations, rider acquisition, technology, and dedicated IT operations. Annual expenses and NTEs are subject to downward adjustment based on actual revenue hours achieved. Annual NTE's shall be distributed as follows (exclusive of fuel):

- 2022 NTE: \$3,054,967
- 2023 NTE: \$4,652,417
- 2024 NTE: \$4,893,758