

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

OCTOBER 26, 2022

1. Amendment

On December 15, 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. 2 (as amended, the “**Service Order**”) under UTA Contract No. 20-03399 (the “**MSA**”) to establish and on-demand transit deployment (“**Deployment**”) in southern Salt Lake County, Utah.

By this Amendment No. 2, the Parties agree to amend the Service Order by replacing in its entirety Appendix C: Annual Not-to-Exceed Fees, with the following:

**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 thirteen million three hundred seventy-one thousand one hundred seventy-five dollars (\$13,371,175). 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):

- 2021 NTE: \$175,000
- 2022 NTE: \$3,650,000
- 2023 NTE: \$4,652,417
- 2024 NTE: \$4,893,758

2. Terms

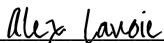

This Amendment No. 2 shall be effective immediately as of the date upon which all the parties identified on the signature page below have signed.

All terms and conditions contained in the MSA and the Service Order are also applicable to this Amendment No. 2. If a term contained in this Amendment No. 2 is in conflict with the general terms of the MSA or the Service Order, the specific term in this Amendment No. 2 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. 2.

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. 2 to be executed in duplicate as of the date first herein written.

RIVER NORTH TRANSIT LLC	UTAH TRANSIT AUTHORITY
<p>DocuSigned by:  C765978C824421... Alex Lavoie Manager or River North Transit LLC</p> <p>9/30/2022 Date:</p>	<p>Jaron Robertson Acting Planning Director</p> <p>Date:</p> <p>Nichol Bourdeaux Chief Planning and Engagement Officer</p> <p>Date:</p> <p>Jay Fox Executive Director</p> <p>Date:</p> <p>DocuSigned by:  56A03BC7C491482... Mike Bell Assistant Attorney General UTA Counsel</p> <p>10/3/2022 Date:</p>