

**AMENDMENT NO. 3 TO
SERVICE ORDER NO. 1 UNDER THE
ON-DEMAND TECHNOLOGIES AND INNOVATIVE MOBILITY SERVICES
MASTER SERVICES AGREEMENT
UTA Contract No. 20-03399-1-3**

DECEMBER 21, 2022

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 this Amendment No. 3, 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 December 13, 2022 through June 30, 2024. This full extension is contingent on receipt of additional funding from Salt Lake City in the Summer/Fall of 2023 and will be terminated at UTA’s discretion if additional City funding is not received.
- 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 and a fixed monthly price for Technology and IT Operations. 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. 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).

CONFIDENTIAL**Via + Utah Transit Authority | Rose Park Expansion Contract Pricing**

Dec 1, 2022 - June 30, 2024

| ITEM NO. | DESCRIPTION | EST. MONTHLY QTY. | UNIT | UNIT PRICE | ESTIMATED MONTHLY COSTS | ESTIMATED TOTAL PRICE |
|--|--|-------------------|---------------|------------|-------------------------|-----------------------|
| 1 | WAV Retrofit & Bike Rack Costs | 2 | Lump sum | \$25,900 | \$51,800 | \$51,800 |
| 2 | Driver Pay (1) | 3,500 | 1 driver hour | \$27.69 | \$96,915 | \$1,841,385 |
| 3 | Vehicle Rental and WAV Costs (1) | 3,500 | 1 driver hour | \$12.61 | \$44,135 | \$838,565 |
| 4 | Live Customer Support (1) | 3,500 | 1 driver hour | \$3.22 | \$11,270 | \$214,130 |
| 5 | Other Project Operations (2) | 3,500 | 1 driver hour | \$19.13 | \$66,955 | \$1,272,145 |
| 6 | Technology Fee & Dedicated IT Operations (3) | 1 | 1 month | \$15,244 | \$15,244 | \$289,631 |
| Estimated Total Price - Dec 1, 2022 - June 30, 2024 | | | | | \$237,245 | \$4,507,656 |

| | |
|---|---------|
| Memo: Total Hourly Costs | \$62.65 |
| Memo: Total Hourly Costs (Excl. Vehicle Rental and WAV Costs) | \$50.04 |

Note: Pricing excludes all taxes.

- (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

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:

- \$62.65 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
- \$15,244 per month in technology access fees and dedicated IT operations costs

These fees are exclusive of fuel. UTA will continue to provide fuel through UTA's fuel card network at no additional cost to Via for the UTA On Demand vehicle fleet as defined within Exhibit C of this Service Order.

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 Wheelchair Accessible Vehicle (WAV) Configuration Fees

UTA shall pay to Via a one-time sum of \$25,000 per WAV for configuring up to two additional service WAVs as “side entry” ramp access. The foregoing fee(s) shall be payable within 30 days of UTA authorization to proceed..

3.4 Bike Hitch and Rack Installation Fees

UTA shall pay to Via a one-time sum of \$900 for the installation of bicycle carrying hitches and racks as part of the configuration of each WAV vehicle described in section 3.3. The total sum of \$1,800 represents Via’s cost with no additional mark-ups and shall be treated as pass-through revenue by Via. The fee(s) shall be payable to Via by UTA within 30 days of UTA authorization to proceed.

3.5 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.

3.6 Compensation

The not-to-exceed (NTE) total compensation for performance for the duration of Amendment No. 3 is \$4,750,000. 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. Annual NTE’s shall be distributed as follows (exclusive of fuel):

- December 1, 2022 – December 31, 2023, NTE: \$1,800,000*
 - * At UTA’s sole discretion, and contingent upon receipt of additional funds from Salt Lake City, the NTE may be increased to a maximum of \$3,000,000 during the period of December 1, 2022 – December 31, 2023.
- January 1, 2024 – June 30, 2024 NTE: \$1,750,000 -This amount shall be contingent on receipt of additional funds from Salt Lake City in Summer/Fall 2023.

- c) Section 4 is hereby amended by deleting the paragraph beginning with “Vehicle Fleet” in its entirety and replacing it with the below:

Vehicle Fleet: The Vehicle Partner will offer a fleet of up to twelve (12) branded, licensed and insured vehicles, including five (5) 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 twelve total vehicles, one (1) WAV and two (2) non-WAVs shall be treated by Via as spares in the event that a regular service vehicle requires maintenance or replacement. All WAVs inserted into the Deployment shall be configured as “side entry” such that passengers entering those vehicles with a wheelchair or mobility assistance device may do so via a ramp on the side of the vehicle rather than at the rear of the vehicle. Via shall make all commercially reasonable efforts to insert all side-entry WAVs into service in the Deployment as of the Launch Date. The Parties acknowledge that if any number of the side-entry WAVs are unavailable or have not been delivered by the Vehicle Provider as of the Launch Date, Via may, at its discretion, insert into the Deployment an equal number of “temporary” WAVs, which may be “rear-entry” WAVs instead of “side-entry” WAVs, with no financial penalty to Via and at no additional cost to UTA. If such delay in the provision of side-entry WAVs occurs, Via agrees to provide UTA with regular updates regarding the timing of delivery and the availability of the side-entry WAVs, and to insert the side-entry WAVs into service in the Deployment at the earliest possible date. All vehicles inserted into the Deployment, including those vehicles considered as ‘spare’ vehicles, shall be equipped to carry at least one bicycle by means of a bicycle hitch and rack installed onto the rear of the vehicle. Via shall take commercially reasonable steps to ensure that all vehicles can accommodate a bicycle within 30 days of the signing date of this Amendment, while respecting the need for the installations of the bicycle carrying mechanism not to interfere with Via’s need to maintain an adequate supply of vehicles necessary for the continuous operation of the Deployment.

- d) Section 9 is hereby amended by deleting the paragraph beginning with “Goals” in its entirety and replacing it with the below:

Goals

- High quality customer experience, 15-20 minute ETA, 90% on time
- Equitable service for WAV riders, 15-20 minute ETA, 90% on time
- Safety, avoidable accidents <1/100,000 miles
- Customer satisfaction, ≥ 4.8 ride rating
- Average cost per ride of \$20.00
- Incentivize first/last mile connections (to rail stations), with an average of 25%
- Incentivize shared rides, with an average of 30% of all rides shared

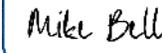
2. Terms

This Amendment No. 3 shall be effective immediately as of December 1, 2022.

All terms and conditions contained in the MSA and the Service Order are also applicable to this Amendment No. 3. If a term contained in this Amendment No. 3 is in conflict with the general terms of the MSA or the Service Order, the specific term in this Amendment No. 3 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. 3.

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

| RIVER NORTH TRANSIT LLC | UTAH TRANSIT AUTHORITY |
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| <p>DocuSigned by:  C7652978C824421... Alex Lavoie Manager of River North Transit LLC</p> <p>12/2/2022 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: DocuSigned by:  70E33A415BA44F6... Mike Bell Assistant Attorney General UTA Counsel</p> <p>12/2/2022 Date:</p> |