

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

1. Amendment

On September 4, 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 UTA Contract No. 20-03399 (the “**MSA**”).

By this Amendment No. 2 (“**Amendment**”) to the MSA, the Parties agree to amend the MSA as follows:

- Adding the following text in Exhibit A at the end of Section 1.4, “Fuel”:

“Notwithstanding anything to the contrary in this Contract or any TaaS Service Order, the following shall apply to any refueling of vehicles done by Contractor:

Fuel Pass-Through Billing. Contractor will invoice UTA for fuel on a pass-through basis (i.e., Contractor’s reasonable, actual, direct, out of pocket cost, including any reductions for volume discounts, credit, refunds and rebates) billed monthly. To the extent that Contractor purchases any fuel on a bulk basis for use with more than one customer, Contractor shall allocate the fuel charges to the actual use by UTA for the applicable Deployment.

Customer will monitor and measure the efficiency and cost effectiveness gained through this fueling process, and the Parties may agree to change this process if it is not driving the desired efficiency.”

2. Terms

This Amendment shall take effect immediately upon signing.

All terms and conditions contained in the MSA or a Service Order are also applicable to this Amendment. If a term contained in this Amendment is in conflict with the general terms of the MSA or a Service Order, the specific term in this Amendment shall take precedence. This Amendment does not change any other provision of the MSA. The MSA and all Service Orders, as well as all amendments and addendums thereto, 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 Amendment 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: <i>Alex Lavoie</i> 04EC418E293B4AE... Alex Lavoie Manager of River North Transit LLC Date: 2/19/2024</p> | <p>DocuSigned by: <i>Nichol Bourdeaux</i> 0A156242BA68409... Nichol Bourdeaux Chief Planning and Engagement Officer Date: 2/15/2024</p> <p>DocuSigned by: <i>Hal Johnson</i> F2AE00C81FBD42D... Hal Johnson Acting IMS Director Date: 2/15/2024</p> <p>DocuSigned by: <i>Shaina Quinn</i> 5230190A74A041D... Recommending: Shaina Quinn Program Manager Date: 2/15/2024</p> <p>DocuSigned by: <i>Mike Bell</i> 70E33A415BA44F6... Mike Bell Assistant Attorney General UTA Counsel Date: 2/14/2024</p> |