KEY WEST TRANSIT SOFTWARE AS A SERVICE DEPLOYMENT SERVICE ORDER

By this service order (the "**Order**"), Via Mobility LLC, a Delaware company with its principal office located at 10 Crosby Street, Floor 2, New York, New York 10013 ("**Via**"), and the customer identified below ("**Customer**") agree to collaborate towards the operation by Customer of an on-demand transit deployment (the "**Deployment**") in Key West, Florida.

Customer Name: City of Key West – Key West Transit Customer Entity Type / State of Incorporation: Government, Florida	Customer Notice Address: Rod Delostrinos 5701 College Road Key West, FL 33040 Customer Email: rdelostrinos@cityofkeywest-fl.gov chaia@cityofkeywest-fl.gov

Term: The duration of the Deployment shall last until the last day of the calendar month during which a period of 12 months following launch expires, subject to extension by mutual agreement of the parties on terms to be agreed (including any increase in monthly fees for additional months).

Services: Customer will receive access to the standard Via Solution and automatic software updates, comprised of:
  (a) Fully localized proprietary routing and matching algorithms that analyze all trip requests, assign riders dynamically to the best-suited vehicle, and group passengers headed in the same direction into efficient shared rides powered by Via's patented technology;
  (b) Downloadable iOS and Android rider apps that allow customers to book rides, track vehicles in real time, pay for trips, and troubleshoot any issues;
  (c) Downloadable driver app that provides efficient turn-by-turn directions; the app allows drivers to start and end driving time, schedule breaks, and contact live support;
  (d) Access to the Via Operations Console (VOC), which allows administrators to perform a variety of functions, including checking trip details, adjusting account information, and providing customer support; and
  (e) Data reporting as set forth in Appendix 1, to include data shared via VOC, email, and raw data formats.

Support Services – Installation. Via provides installation support for up to four weeks after the Deployment begins serving Riders ("Launch"), consisting of:
  (a) Localization for the agreed-upon zone, including optimizing the algorithm, configuring back-end, and defining acceptable pick-up and drop off points;
  (b) Testing and quality assurance;
  (c) Help Customer to build a launch plan and rider acquisition strategy; and
  (d) Instruction for drivers, dispatchers, and managers on Via's best practices; remote launch support

Support Services – Ongoing. The following services are included in the fees up to the number of hours per month identified below:
  (a) Operational support and system adjustments: Includes algorithm adjustments and changes to virtual bus stops / pickup points at request of Customer: _up to 10 hours per month_
  (b) Expert consulting: _up to 5 hours per month_
    • **Marketing and growth**: help setting up complex promotions, review and assistance for third party tools that can integrate into Via's tech
    • **Operations:** Including supply optimization analysis, payment & fraud investigation, and business case/unit economics analysis
    • **Service expansion:** Including feasibility analysis for service expansions or additional projects
  (c) Tech Support: Dedicated customer success Via point of contact will use commercially reasonable efforts to respond within one business day for non-critical issues (upon receipt of a detailed description of the issue as requested by Via) and to ensure that assistance is provided within a reasonable time frame. Via will also provide Customer with an appropriate channel for alerting Via to system outages or other critical issues, with respect to which Via will provide emergency assistance.

Via will notify Customer if Customer is within 1 hour of exceeding capped hourly limit on Operational Support and System Adjustments and/or Consulting Services,and will provide an estimate of hours needed to complete request before proceeding. If requested hours are approved by Customer, the hours beyond those set forth above will be charged on an hourly rate, ranging from $165-$225.

Additional Services (detailed in Appendix 2)

☐Web-Based Booking Portal ☐White List Point Consulting ☐Flexible Booking ☐Corporate Account Management dashboards ☐Fixed Route Referral ☐Multi-modal Integration ☐Cross-Agency Integration☐ Third-party trip planner integration ☐Payment Provider Integration [X] Customer Support ☐Integrated Mobility Services [X] Consulting

Customer Responsibilities.

General. Customer will operate and manage the Deployment as set forth in the Agreement, Customer shall cooperate with Via as necessary for the purpose of setting up the Deployment and its specifications, including by providing prompt feedback to Via's inquiries and providing local insights, in order to meet mutually agreed upon deadlines. Following Signing of this Order, Customer and Via will engage in additional project scoping activities with the goal of aligning on a mutually agreeable scope and schedule of work

(a) **Launch.** Within one week of signing this Order, the Parties will mutually agree on the exact geographic zone and a targeted launch date ("**Launch**"). Launch date shall be no sooner than 12 weeks after the signing of this Order. In the event that the Launch date is moved at Customer's request or delayed due to Customer's inaction, Customer will be charged $500 per month to accommodate hosting and other direct IT costs.

(b) **Zone:** Customer and Via will agree at least one month prior to launch on the Deployment service zone. Any changes or expansions to the zone may result in additional fees.

(c) **Support Requests.** At the start of the project, Via will direct Customer towards the relevant CRM tools to log requests. In order to trigger a Product Maintenance request, requests for product maintenance must contain detailed information about the nature of the request. Requests for additional features may be subject to additional fees.

(d) **Payment Processing**. The fees set forth above do not include any owed to the third party payment processor. Via will facilitate an introduction to its   payment processor and, if Customer wishes to accept credit card payments for this Deployment,   Customer will be responsible for entering an agreement this processor   .

Fees.

Customer shall pay Via the following Fees:

Fee Category	Amount	Invoicing Terms
Installation Fee	$30,000 one-time fee to be paid in first year of service	
● First installment	50% ($15,000)	Payable within 30 days of signing of this Order
● Second installment	50% ($15,000)	Payable upon launch of the Deployment
Additional Marketing & Rider Growth Consulting	$30,000	Billed monthly, as incurred. Assumes 200 hours per year.
Live Rider Support	$152,880	Billed monthly. , as incurred. Assumes 5,096 hours per year.
Minimum Monthly Fees	$36,000 annually (monthly broken out below, assuming three vehicles)	
● Per-vehicle fees	● $1,250 per vehicle per calendar month for vehicles 1-2 with a minimum of $2,500 per month ● $500 per vehicle per calendar month for vehicles 3-10 ● $450 per vehicle per calendar month for vehicles 11-15+	Minimum Monthly Fees payable upon signing of this Order, any amount in excess of minimum to be invoiced monthly by Via
Projected Total	$248,880 assuming 3 vehicles (excluding additional vehicles and Fees for any Additional Services)	

The Customer shall be responsible for paying its fees at the beginning of the month in which they are incurred based on the monthly vehicle minimum(s) (the "**Minimum Monthly Fee**"). The Minimum Monthly Fee will be paid in advance upon signing of the contract. In the event that the per-vehicle-fees incurred for a given month exceed the Minimum Monthly Fee, Customer shall be responsible for paying the difference for each such month ("**Monthly True-Up**") thereafter within 15 days of the date of such invoice. At the beginning of the following month, Via will provide Customer with an invoice calculating the per-vehicle fees actually incurred based on the actual number of active vehicles used during that month, in

the form attached hereto as Exhibit A. The Customer hereby agrees that the sample invoice set forth on Exhibit A is satisfactory to Customer, both in substance and format.

For the avoidance of doubt, (i) the number of vehicles per month for purposes of the above fees shall be the maximum number of distinct vehicles input by Customer that use the Via Solution on any given day over the course of the applicable calendar month and (ii) in the event the duration of the Deployment does not exactly match calendar months, monthly fees will be pro-rated for the first and/or last calendar months of the Deployment, as applicable, so that Customer will only be charged for the portion of such months during which the Via Solution was available to be used for the Deployment.

Customer shall reimburse all travel expenses of Via personnel for purposes of the Deployment. Installation-related services described above will initially be performed remotely, and if Via deems it necessary, in person by Via personnel for a limited period around launch. Thereafter, services will continue to be performed remotely as applicable, provided that Via personnel can be sent to Customer's location for additional trips upon reasonable request.

Launch Delay. If the Launch Date is delayed for more than a month by Customer for any reason, Customer shall be responsible for paying Via for a $500 monthly technology fee for the cost of maintaining the technology infrastructure for Customer's deployment during the period of delay (the "**Technology Fee**"). The Technology Fee shall be payable monthly at the beginning of the month in which it is incurred. If the Launch Date is delayed for more than a month by Via without cause, Customer shall have the right to terminate this Contract, effective immediately upon written notice.

Branding. The Deployment branding, which will include the phrasing "powered by Via", will be as agreed upon between the parties and may be used   for the life of the D   eployment. 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 the Customer.

Customer Support. The scope of this service is for rider booking support only. Customer will use its existing interactive voice response system to direct rider bookings calls to Via's customer support center during service hours of 6:00 am-8:00 pm, 7 days a week. Via and Customer will work together to determine a rider support workflow that the Customer will support for inquiries that fall outside of the scope for rider booking.

Via Solution Terms of Service

This Via Solution Terms of Service (the "**Agreement**") is entered into between Via Mobility LLC or the applicable affiliate of Via identified in a Service Order entered into by the parties ("**Via**") and the entity or person placing an order ("**Customer**") for accessing Via's proprietary technology platform and certain related systems and methods used to establish, monitor, operate and/or manage on-demand transit networks (the "**Via Solution**") and accompanying technical and operational support services and regular updates (together with access to the Via Solution, the "**Services**").

The "Effective Date" of this Agreement is the date which is the earlier of (a) Customer's initial access to the Services or (b)the effective date of any Order.

1. Agreement
This Agreement consists of the terms and conditions set forth below and any Via ordering documents, purchase orders, order descriptions or other order confirmations ("**Orders**") If you are accessing or using the Services on behalf of your company, you represent that you are authorized to accept this agreement on behalf of your company and all references to "Customer" reference your company.

2. Definitions
a. "**Applicable Law**" means (i) any statute, statutory instrument or any other legislative instrument having the force of law; and (ii) any applicable judgment of a relevant court of law which is a binding precedent, in each case in force at any time during the Term.

b. "**Affiliate**" means, with respect to any specified entity, any entity that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, the entity specified.

c. "**Confidential Information**" means information, data or materials in either tangible or intangible form that are trade secrets of, or proprietary and confidential to the Disclosing Party or its clients or business partners, including as may be so designated by statute, regulation or common law including by the form of the Uniform Trade Secrets Act and privacy laws adopted under applicable law, or which are marked as "Confidential" or which, by their nature and the context of their disclosure, should reasonably be known to be confidential.

d. "**Customer Data**" means all data that is input by or on behalf of Customer and/or Client into the Via Solutions. Portions of the Customer Data may include personally identifiable information. For avoidance doubt, Customer Data excludes the Via Solution itself and Via's related intellectual property rights and Confidential Information and all derivative works and improvements to each of them. Customer Data also excludes de-identified, anonymized and/or aggregated data generated from the use of the Via Solution or created by Via.

e. "**Transportation Laws**" means any applicable law to which operators and owners of vehicles, employer of vehicle operators, and transportation service providers are required to adhere.

3. The Via Solution

a. **Description.** The Via Solution is comprised of the driver and rider software applications (each, an "Application") and certain system management tools and may also include certain additional software, data, data feeds, or other content owned by and licensed from third parties (the "**Third Party Content**"). While all the Applications are cloud-based, certain of them are deployed via download to handheld mobile devices used by Riders or drivers, while others are installed on devices field-deployed by Customer to personnel and vehicles (all three types of such devices collectively, the "**Devices**").

b. **Use Rights.** Subject to the terms and conditions herein, Via will provide the Services, as defined herein. The Services will include all related services, functions or responsibilities not specifically described in this Agreement, but that are required or reasonably necessary for the proper performance of the Via Solution in connection with the transportation services Customer provides (the "**Customer Transportation Service**"), for the benefit of prospective and actual clients (collectively, "**Clients**"), using vehicles, equipment and services (including telecommunications and/or dispatch equipment and services), personnel, routes and other infrastructure it owns or otherwise controls (the "**Customer Infrastructure**"). Via will grant Customer subscription, access, and use rights ("**Use Rights**") for the specific Applications and deployment types identified in each applicable Order. The Order will further contain terms specifying whether Customer may co-brand the manner in which the Application is displayed on Devices.

c. **Third Party Content.** Certain Third Party Content may already be integrated with the Applications and delivered as part of the overall Via Solution. Where this is the case, Via has been authorized to resell, distribute, or otherwise provide its customers with such integrated Third Party Content. If additional Third Party Content is optionally available for the Via Solution, such as certain information

technology solutions or management tools and software, Via will identify it for Customer and Customer will be responsible for obtaining and paying for Customer's own rights from the applicable third party licensor.

d. **Suspension Rights.** Via may suspend Customer's or any end user's right to access or use the Via Solution if: (i) Via determines, in its reasonable discretion, that an end user of the Customer Transportation Service: (x) poses a systemic security risk to or may materially harm the Via Solution, Services, or any third party; or (y) may materially adversely impact the services, systems, or content of any other Via customer; (ii) Via's rights with respect to any Third Party Content necessary for the operation of the Service are terminated or suspended for any reason; or (iii) Via is otherwise required by applicable law or regulation to do so. In the event of a suspension, Via will, where not prohibited by Applicable Law and reasonable under the circumstances, provide Customer with prior written notice of the reason for any such suspension of the Services and an opportunity to take steps to avoid any such suspension. Via will only suspend access to the minimum necessary portion of the affected Services for as long as reasonably necessary to address the issues giving rise to the suspension. If Via's rights to any Third Party Content necessary for the operation of the Service are suspended or terminated under Section 3(d)(ii), then Via will use commercially reasonable efforts to replace such Third Party Content with reasonably equivalent content in order to restore the Service as quickly as possible. Should the suspension last longer than thirty (30) days, Customer shall have the right to terminate this contract, effective immediately upon written notice.

4. Intellectual Property Rights

a. **The Via Solution.** As between Customer and Via hereunder, all intellectual property rights of any type in and to the Via **Solution** and all of their derivative works and improvements are owned by, and are proprietary to Via. Except for the Use Rights granted herein (a) no right, title or interest in or to the Via Solution or any portion thereof is or shall be granted or transferred to Customer under this Agreement, whether by license or otherwise; and (b) Customer acknowledges and agrees that it shall have no right to use, reproduce, distribute, sublicense, modify or otherwise provide to third parties, the Via Solution, in whole or in part, except as explicitly granted herein. The Customer shall not directly or indirectly disassemble, decrypt, scan, decompile or otherwise reverse engineer in any manner any components or elements of the Via Solution or assist a third-party to do so. In the event that Via provides Customer with any hard-copy or electronic copies of materials containing Via's Confidential Information, including information pertaining to the Via Solution and its operation, and Customer retains copies of such materials in accordance with its general procurement rules following the termination of this Agreement, Customer acknowledges that all intellectual property rights relating to the Via Solution and all of their derivative works and improvements remain the sole property of Via. Notwithstanding anything in this agreement, Via   acknowledges that this Agreement is subject to public records laws, including all exemptions.

b. **Customer Data.** As between Customer and Via, all intellectual property rights in and to Customer Data are co-owned by Customer and Via. For the avoidance of doubt, Via may, and is hereby granted the right to, access, modify, and use the Customer Data, including for purposes of performing Via's obligations under this Agreement and/or to improve its product and services offerings, including the Services. To the extent Customer Data includes Client information which is or may be deemed to be personally identifiable information or otherwise subject to special privacy or security protection at law or by regulation, as between Customer and Via hereunder, Customer is solely responsible for obtaining Clients' consent to the collection and use of such information, including its onward transfer, in the manner required for Via and its agents to perform hereunder. Customer shall be solely responsible for displaying a privacy policy to Clients and ensuring it contains terms that are both compliant with applicable law, and sufficient to permit Via and its agents to lawfully perform hereunder. Customer may not use Customer Data or any other data generated from the Service to reverse engineer the Via Solution or Via's algorithms or share such data with Via's competitors, in violation of its confidentiality obligations under Section 7.

c. **Rights to Marks.** As between the parties hereunder, each party is and shall continue to be the exclusive owner of all intellectual property rights in and to their respective any word, name, symbol, logo, font, or device or any combination thereof, used to identify and distinguish goods or services from such party's source, including trademarks (both registered and unregistered), domain names and trade dress (collectively, "Marks") To the extent the parties have agreed that one party requires the use of the other party's Marks in connection with performance under an Order, including for the development of a co-branded version of an Application interface, such Order shall be deemed to contain a reasonable grant of license to such party's Marks sufficient to allow full performance under such Order. In addition, Via shall have the right to use Customer's Marks in accordance with Section 15 with prior written approval from the Customer's City Manager. In the event that Customer uses Via's Marks in a way that causes material reputational harm to Via's brand, Via reserves the right to withdraw Customer's use of the Via Marks from the Customer Transportation Service. In the event that Via uses Customer's Marks in a way that causes material reputational harm to Customer, Customer reserves the right to withdraw Via's use of the Customer's Marks.

d. **Independent Activities.** The Customer acknowledges that Via is in the business of performing services similar to the Services for third parties and operating an on-demand transit service as its core business and that, subject to its confidentiality obligations hereunder, nothing herein prevents Via from continuing to engage in the performance of such services and related independent activities.

e. **Further Assurances.** To the extent any intellectual property rights in or to the Via Solution vest in Customer, Customer hereby assigns to Via all such intellectual property rights and shall, at Via's cost and expense, execute, acknowledge and deliver to Via such

documents and shall take such actions as may reasonably be requested by Via to effect such assignment. To the extent any intellectual property rights in or to the Customer Data vests solely in Via, Via hereby assigns to Customer a right of co-ownership in and to all such Customer Data and shall, at Customer's cost and expense, execute, acknowledge and deliver to Customer such documents and shall take such actions as may reasonably be requested by Customer to effect such assignment. Customer and each of Customer's personnel hereby waives, and agrees not to assert, moral rights including the right of attribution and authorship or limitation on subsequent modification, that they may have in the Via Solution or Services or any derivative works and improvement thereto.

5. Fees.

a. The fees for Use Rights and/or Services purchased (the "**Fees**") together with the schedule of payments and any additional payment information are listed in each applicable Order. Unless otherwise stated in the Order, all Fees will be payable by Customer within thirty (30) days of receipt of invoice. Customer's obligation to pay under any one Order is not contingent on Customer entering into, or Via performing under, any other Order now or in the future. Fees do not include applicable taxes (including sales, use, value-added, or excise taxes) or government charges all of which are payable by Customer (excluding taxes on Via's income), nor do they include reasonable expenses Via may incur for Customer's direct benefit, which will be incurred in accordance with Customer's applicable expense-reimbursement policies, if so requested. Sales or value-added taxes or similar governmental charges associated with the provision of any Use Rights and/or Services (excluding taxes on Via's income) will be separately stated on the relevant invoice and shall be paid by Customer in accordance with this Section 4. If Via does not receive timely payment, Via may charge the maximum monthly interest allowed by law or one percent, whichever is greater, suspend Via's performance and seek cost of collection, including reasonable attorneys' fees. If Customer disputes invoiced amounts, Customer must submit disputes to Via in writing within twenty (20) business days of the date the invoice originally was due, otherwise it will be final and non-refundable.

6. Term; Termination.

a. **Term.** This Agreement is in effect for the time period set forth in the Order, unless earlier terminated as set forth herein (the "**Term**").

b. **Termination**. If an obligation under this Agreement or an Order is materially breached, the non-breaching party may provide written notice specifying the nature of the breach and the breaching party will have thirty (30) days from receipt of notice to cure. If not so cured, the non-breaching party may terminate the applicable Order or Orders affected by the breach by providing a second written notice of immediate termination. In addition, all Orders, including all Use Rights and/or Services under them, shall terminate automatically and immediately upon either party's insolvency or any attempt by either party to obtain protection from creditors or wind down operations, unless otherwise agreed by the opposing party in a written notice. Additionally, Customer may terminate this Agreement if it doesn't receive the annual appropriation from Customer's governing body. If an Order is terminated by either party or expires pursuant to its terms, then Customer must pay any outstanding amounts due to Via, and all copies and embodiments of Via's Confidential Information (including the Applications) must be returned. Outstanding amounts shall only include work already performed by Via at the time of termination. Upon receipt of written notice from the Customer terminating the contract, no further work will be performed by Via unless specifically authorized by the City Manager of the City of Key West. On termination, the Via will be paid for all authorized services performed up to the termination date. Customer will not pay for anticipatory profits.
The notification by either party of its intent to terminate this Agreement and/or any Orders does not relieve either party of any obligations that have accrued on or before the date on which termination becomes effective.

7. Confidentiality.

a. **Non-Disclosure Obligations.** Confidential Information may be provided or disclosed by one party (the "**Disclosing Party**") orally, in writing or in graphical, machine-readable or other form to the other party (the "**Receiving Party**"). The Receiving Party shall hold the Confidential Information in confidence and shall not make any use or disclosure of the Confidential Information to any individual or entity during the Term and thereafter without the express written consent of the Disclosing Party in each instance, except to the extent that those of the Receiving Party's employees, service providers, legal and financial advisors, and individual independent contractors who are bound to substantially similar obligations of confidentiality as set forth herein and have a need to know the Confidential Information so disclosed. The Receiving Party shall handle all Confidential Information received with the same degree of care as it uses to maintain the confidentiality of its own confidential information, which shall in no event be less than reasonable care. As between the parties, all Confidential Information shall remain the sole and exclusive property of the Disclosing Party and other than the licenses expressly granted in this Agreement or another agreement between the parties, no disclosure or permitted use of the Confidential Information under this Agreement shall be construed as the grant of any right, title or interest, by license or otherwise, in or to the Confidential Information. The remedy at law for breach or threatened breach of this Section 7(a) shall be inadequate, and in addition to any other remedy available, the non-breaching party shall be entitled to seek injunctive relief. In the event that Customer receives a request for Via's Confidential Information, including this Agreement and the terms and conditions contained herein, under the Freedom of Information Act ("**FOIA**") or its state or local analogs, Customer agrees to provide Via timely notice of such a request and to reasonably assist Via in seeking to protect its Confidential Information under any applicable exemption for trade secrets, to the extent possible under Applicable Law, at Via's sole cost, including but not limited to, any attorney's fees and costs Customer may have to

incur. Notwithstanding anything in this Agreement, Via acknowledges and understands that this Agreement is subject to public records laws, including all exemptions.

b. **Exclusions**. The Receiving Party shall have no obligation under Section 7(a) with respect to any Confidential Information disclosed to it which: (i) the Receiving Party can demonstrate was already known to it at the time of its receipt hereunder; (ii) is or becomes generally available to the public other than by means of breach of these Terms and Conditions or any other agreement any party may have with the Disclosing Party; (iii) is independently obtained from a third party (other than any authorized recipient) whose disclosure to the Receiving Party does not violate a duty of confidentiality and does not require further restrictions on such disclosure; or (iv) is independently developed by or on behalf of the Receiving Party without use of, reference to or reliance on any Confidential Information of the Disclosing Party, and such independent development can be reasonably evidenced by the Receiving Party. In addition, the Receiving Party may make disclosure of Confidential Information in a judicial, legislative, or administrative investigation or proceeding or to a government or other regulatory agency; provided that, to the extent permitted by, and practicable under, the circumstances, the Receiving Party shall provide to Disclosing Party prior written notice of the intended disclosure to enable the Disclosing Party the reasonable opportunity to contest or limit such disclosure or, if prior written notice is not permitted or practicable under the circumstances, prompt notice of such disclosure.

All parties shall maintain adequate and complete records related to this Agreement for a period of four years after termination of this Agreement. Each party, its officers, employees, agents and auditors shall have access to the other parties' books, records, and documents, related to this Agreement upon request. The access to and inspection of such books, records, and documents by the parties shall occur during the regular office hours or as agreed. Pursuant to Florida Statute §119.0701, the parties shall comply with all public records laws of the State of Florida, including but not limited to:

(a)   Keep and maintain public records that ordinarily and necessarily would be required by the City of Key West in the performance of this Agreement.
(b)   Provide the public with access to public records on the same terms and conditions that the City of Key West would provide the records and at a cost that does not exceed the cost provided in Florida Statutes, Chapter 119 or as otherwise provided by law.
(c)   Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
(d)   Meet all requirements for retaining public records and transfer, upon request by the City of Key West, at no cost, to the City of Key West all public records in possession of the contractor upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City of Key West in a format that is compatible with the information technology systems of the City of Key West

8. Data Security.

a. **Data Security.** The Via security program (the "**Security Program**") includes Via's use of: (a) industry-standard password protections, firewalls, and anti-spyware and malware protections to protect Customer Data; (b) access controls that restrict access to Customer Data on a "need-to know/access" basis; and (c) encryption, using industry-standard encryption tools when Customer Data is in transit over Via's own networks. Via shall (a) not delete or remove any proprietary notices or other notices contained within or relating to Customer Data, (b) not alter, store, copy, disclose or use Customer Data, except as necessary for the provision by Via of the Services under this Agreement or as otherwise expressly authorized by this Agreement, (c) preserve, so far as possible, the integrity of Customer Data and prevent any loss, disclosure, theft, manipulation or interception of Customer Data, (d) make secure back-up copies of Customer Data on such regular basis as is reasonable for the particular data concerned as instructed by Customer, and (e) promptly notify Customer if any of Customer Data is lost, becomes corrupted, is damaged or is deleted accidentally. To the extent Customer Data contains personally identifiable information, Via will comply with its obligations under applicable privacy laws. Via delivers the Services from an industry leading platform provided by Amazon Web Services, Inc., or "**AWS.**" Via will consider using AWS servers in Customer's jurisdiction or a similar jurisdiction, if possible and if necessary or desirable for purposes of complying with applicable laws. AWS is responsible for protecting its own infrastructure from which the Via Solution is made available. As such, Via's Security Program applies only to the Applications themselves and those specific portions of the Services delivered from non-AWS facilities and infrastructure Via owns or controls. AWS does not permit Via, or any of its direct or down-stream customers, to visit the AWS data centers or offices but does provide several reports from third-party auditors who have verified their compliance with a variety of computer security standards and regulations all as detailed on the AWS compliance page located at https://aws.amazon.com/compliance/. Via passes through the benefits of AWS's security and compliance. Consequently, wherever an Order references facilities, equipment, or software that are the obligation of Via, those references relate only to Via's own facilities, equipment, and software, not those provided by AWS.

b. **Specific Customer Obligations.** Customer acknowledges that the back-end tools and data reporting platforms that are included within the Services include trade secrets and other Confidential Information of Via. Customer shall cause all individuals who receive log-in credentials from Via to such tools and platforms to keep such credentials confidential and not to share them with anyone else within Customer's organization. Customer shall put in place information barriers and firewalls to ensure that, pursuant to its obligations

under Section 7, Via's Confidential Information is not shared with any employees other than those who have a need to know such information, or with any Affiliates of Customers, or with any competitors of Via.

9. Indemnification and Related Obligations.

a. Via will indemnify, defend and hold Customer harmless from amounts Customer owes to third parties as the result of either a ruling by a court of competent jurisdiction or a reasonable settlement entered into by Via that holds that the Via Solution provided to Customer under an Order or any component part thereof infringes or violates a third party's intellectual property rights, other than in respect of patent infringements asserted by non-practicing entities or their affiliates. If the Applications are found to be infringing, or if at any time Via reasonably believes that the Via Solution may be subject to a claim of infringement, then Via may choose to: (a) modify the applicable portions of the Via Solution to be non-infringing; (b) obtain a license for Customer to continue using the infringing portions of the Via Solution; or (c) if neither of the foregoing is commercially practicable, terminate the applicable Order including any Use Rights and refund a pro-rata portion of any pre-paid fees Customer paid for the Via Solution. Via's indemnity obligations shall not apply to: (i) Customer's use of the Via Solution outside the scope of the Use Rights and/or their documentation; (ii) infringement arising from Customer Data and all Third Party Content directly licensed by Customer or any other materials not provided by Via; (iii) any infringement not reported by Customer in accordance with this Agreement (but only to the extent Via is actually prejudiced by Customer's delay or failure to report); or (iv) any modifications to the Via Solution made by any party (other than Via or Via's subcontractors or by Customer acting at Via's express direction). This Section 9 sets forth Customer's only remedy and Via's only liability with respect to infringement or other violations of intellectual property rights.

These indemnifications shall survive the term of this agreement. In the event that any action or proceeding is brought against the City of Key West by reason of such claim or demand, Via shall, upon written notice from the City of Key West, resist and defend such action or proceeding by counsel satisfactory to the City of Key West. The indemnification provided above shall obligate Via to defend at its own expense to and through appellate, supplemental or bankruptcy proceeding, or to provide for such defense, at the City of Key West's option, any and all claims of liability and all suits and actions of every name and description covered above which may be brought against the City of Key West whether performed by Via, or persons employed or utilized by Via.

The indemnification obligations under the Contract shall not be restricted in any way by any amount or type of damages, compensation, or benefits payable by or for Via under workers' compensation acts, disability benefits acts, or other employee benefits acts, and shall extend to and include any actions brought by or in the name of any employee of Via. This indemnification shall continue beyond the date of completion of this contract.

Nothing contained in this Agreement whatsoever is intended to nor shall it constitute a waiver of the State of Florida and the Customer's sovereign immunity.

10. Warranties; Limitation of Liability; Insurance

a. **Warranties.** Via warrants that: (i) from the Effective Date until the expiry or termination of this Agreement, the Services will comply in all material respects with this Agreement and with the relevant Order; (b) the Services will be carried out in a competent and professional manner; (c) it has, and shall continue to have, all rights, consents and authorisations necessary to enable it to perform the Services in accordance with the provisions of this Agreement; (d) it has not included or used any open-source software in the Via Solution which would prevent the Customer from exercising the Use Rights over the Via Solution as contemplated by this Agreement or in any Order; (e) the Via Solution is free from any thing or device (including any software, code, file or programme) which may prevent, impair or otherwise adversely affect the operation of any computer software, hardware or network, any telecommunications service, equipment or network or any other service or device; prevent, impair or otherwise adversely affect access to or the operation of any programme or data, including the reliability of any programme or data (whether by re-arranging, altering or erasing the programme or data in whole or part or otherwise); or adversely affect the user experience, including worms, trojan horses, viruses and other similar things or devices**,** in each case that would substantially impair its operation; and (f) to Via's knowledge, there are currently no actions, suits or proceedings or regulatory investigations alleging the infringement of third-party intellectual property rights by Via pending before any court or administrative body or arbitration tribunal that might adversely affect the ability of Via to meet and carry out its obligations under this Agreement. In the event the Services fail to perform as warranted in this Section 10(a), Via shall use commercially reasonable to promptly correct any such failure of the Services.

b. **Disclaimers.** WITHOUT PREJUDICE TO SECTION 10(a) AND TO THE MAXIMUM EXTENT PERMITTED BY LAW: (a) EACH PARTY EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY (INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR PURPOSE AND NON-INFRINGEMENT); AND (b) VIA DOES NOT WARRANT THAT THE VIA SOLUTION MEETS CUSTOMER'S REQUIREMENTS, OPERATES WITHOUT INTERRUPTION, OR IS ERROR FREE. Notwithstanding anything to the contrary express or implied in this Section 10, Section 9 or

elsewhere in this Agreement, Via shall have no liability to Customer or any Client (including no duty to defend, indemnify or hold Customer harmless) for any Transport Incident where "**Transport Incident**" means any accident, incident or other situation involving any Client (including negligent, willful and/or criminal acts and omissions), any package, goods, meals or dry goods transported and/or handled by Customer and/or any employee or agent of Customer on behalf of Customer and/or any Client, any Device, vehicle or equipment employed by Customer in the use, provision or servicing of the Customer Transportation Service and/or any employee or agent of Customer operating such vehicle, Device or equipment or otherwise acting on behalf of Customer (including the acts and omissions of such employees or agents while using the Application or viewing or using any device from which the Application is displayed). Transport Incidents include actual or alleged violations of Applicable Laws and the Transportation Law components thereof.

c. **Limits on and Exclusions from Liability.** EXCEPT WITH RESPECT TO DATA BREACH COSTS, NEITHER PARTY WILL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, RELIANCE, OR PUNITIVE DAMAGES OR LOST OR IMPUTED PROFITS OR LOST DATA EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. OTHER THAN WITH RESPECT TO FEES PAID OR PAYABLE BY CUSTOMER UNDER THE AGREEMENTS AND DATA BREACH COSTS, EACH PARTY'S TOTAL LIABILITY FOR ALL CLAIMS ARISING IN CONNECTION WITH ALL AGREEMENTS WILL BE LIMITED TO DIRECT DAMAGES IN AN AMOUNT EQUIVALENT TO THE FEES PAID OR PAYABLE TO VIA WITH RESPECT TO THE PARTICULAR VIA SOLUTION OR SERVICES, AS APPLICABLE, UNDER THE ORDER OUT OF WHICH THE CLAIM AROSE DURING THE SIX (6) MONTHS IMMEDIATELY PRECEDING ASSERTION OF THE CLAIM.   The limitations and exclusions in this Section 8.3 apply to all claims or causes of action under whatever theory brought and regardless of whether a party was advised of the possibility of the claim. Nothing contained in this Agreement whatsoever is intended to nor shall it constitute a waiver of the State of Florida and the Customer's sovereign immunity.

d. **Data Breach Costs.** If a material breach of Via's Security Program or its obligations under Section 8(a) hereof results in unauthorized access, use or possession of Customer Data containing personally identifiable information of Customers, Via shall be liable for Customer's Data Breach Costs up to an aggregate limit equal to the aggregate amount paid by Customer to Via hereunder, where "**Data Breach Costs**" means the cost and expenses of investigation and analysis (including by law firms and forensic firms), notification (including by mail house firms), offering and providing of credit monitoring or other remediation services, and any related call center or similar support activities required to be provided to the affected data subjects.

e. **Insurance.** Customer shall obtain and maintain at all times any insurance necessary or statutorily required to operate the Customer Transportation Service using the Via Solution in the jurisdiction(s) in which it operates, at its sole cost and expense.

11. Regulatory Compliance.
a. **Via's Obligations**. Via shall at all times carry out and provide the Services in compliance with all Applicable Laws. For any change in the Services required by a change in Applicable Laws, Via shall mitigate the adverse effects of such change including minimization of increase in costs of the Services arising therefrom. Without prejudice to the rest of this Section 11, Via shall use commercially reasonable efforts to minimise any disruption caused by any changes in Applicable Laws introduced pursuant to this Section 11. The Customer acknowledges and agrees that the Services hereunder do not include, and neither party intends that they be construed as including, any legal, financial, tax or compliance advisory services with respect to Transport Incidents or the Transportation Laws.

b. **Customer's Obligations**. The Customer shall comply with all Applicable Laws. Customer shall monitor and identify changes in Applicable Laws (in any jurisdictions in which it operates the Customer Transportation Service) which would impact the use of the Services by the end-users and: (a) make such modifications to its internal processes and operations as it deems necessary to remain compliant with such change in Applicable Laws; and (b) promptly notify Via thereof so that the Customer Manager and Via Manager may discuss any changes to the Services required for on-going compliance. In addition to the preceding, as between Via and Customer, Customer shall be solely responsible for compliance with all Transportation Laws including as they relate to Transport Incidents and otherwise.

c. **Export Laws**. The parties do not intend to import or export products to one another or any third party under any Agreement. Neither party shall export or re-export the Via Solution to countries subject to U.S. government embargo (as designated by the Office of Foreign Asset Control of the Treasury Department) and persons listed on the prohibited persons list maintained by the Bureau of Industry and Security of the Department of Commerce.

d. **Anti-Bribery Laws**. The Parties shall comply with all applicable anti-bribery Applicable Laws in connection with their respective performance under this Agreement.

e. **Consents; Permits**. Via shall obtain all governmental registrations, licenses, permits, approvals and certifications required by Applicable Laws for the performance of the Services hereunder and shall pay all governmental fees associated therewith. Customer shall obtain all governmental registrations, licenses, permits, approvals and certifications required by Applicable Laws in connection with this Agreement (including each Order), as necessary to operate the Customer Transport Service, and shall pay all governmental fees associated therewith. Customer also shall obtain from its third party vendors, licensors, supply-chain partners, clients, customers,

distributors or similar parties, any authorization or consent necessary for Via to access or utilize the goods, services (including software or other proprietary materials), property or facilities of such parties if necessary for Via's performance of the Services.

12. Assignment.
Customer may not assign or transfer these Terms and Conditions, any Use Rights, and/or any Order unless Customer makes a request in writing in advance and Via consents in writing. Via may require Customer and the proposed assignee/transferee to agree to additional terms or pay additional fees. Any change of control of Customer without the above-referenced consent by Via shall be deemed to constitute a prohibited assignment for the purposes hereof.

Via may not assign this Agreement or assign or subcontract any of its obligations under this Agreement without the approval of the governing boards of CustomerAll the obligations of this Agreement will extend to and bind the legal representatives, successors and assigns of the Parties.

Upon the aforementioned approval(s), modification under this section shall be executed with the same formality as this document

13. Non-Solicitation.
During the Term and for twelve (12) months thereafter, Customer agrees that Customer shall not, and shall not direct, request, or seek to influence any of Customer's Affiliates to, directly or indirectly solicit, hire, or employ (including in any consulting capacity) any employee, officer, or director of Via or its Affiliates who performs services for Customer (or its Affiliates) or any person who served in any such capacity during the preceding six (6) months; provided that this Section 13 shall not prohibit general solicitation for employees through advertising and other similar means, if not directed at the employees, officers, or directors of Via or its Affiliates, or the hiring or employment of any person who responds to any such general solicitation.

14. Dispute Resolution; Governing Law.
This Agreement shall be construed in accordance with and governed by the laws of the State of Florida. Exclusive venue for any litigation arising out of this Agreement shall be in Monroe County, Florida, Lower Keys Division of the Circuit Court, or the Southern District of Florida, as applicable.

15. Miscellaneous.
All notices must be sent by certified mail or overnight courier to the address specified for each party and deemed given three (3) business days after sending. The prevailing party in any dispute is entitled to the recovery of reasonable legal fees and expenses subject to Customer's sovereign immunity. Failures in performance beyond a party's reasonable control are excused. Unenforceable provisions will be reformed to permit enforceability with maximum effect to the original intent. Waiver of a breach is not waiver of other or later breaches. Nothing in an Agreement is intended to create an agency, partnership, joint venture, or franchise between the parties and except as may be expressly stated in an Order, neither party has the authority to act in the name or on behalf of or otherwise to bind the other. In performing its obligations under this Agreement, each party is acting as an independent contractor of the other and is solely responsible for the supervision, daily direction, and control of its own employees and for the payment of their salaries and benefits and related compensation. Via and its employees, volunteers, agents, vendors, and subcontractors shall be and remain independent contractors and not agents or employees of the City of Key West with respect to all acts and services performed by and under the terms of this Agreement. This Agreement shall not in any way be construed to create a partnership, association or any other kind of joint undertaking, enterprise, or venture between the parties.
With written permission from City of Key West City Manager, Via may issue a press release or make other public announcements concerning these Agreement and/or Orders and may use Customer's Marks in its marketing materials and on its website in a manner consistent with Customer's communications policies (to the extent made available to Via) but in all events reasonably. Customer shall, upon Via's request, use commercially reasonable efforts to provide comments with respect to the collaboration hereunder that Via can quote in its press release. To the extent required by the licensors of Third Party Content Via provides, such licensors are the express, intended third-party beneficiaries of this Agreement. Except as expressly set forth herein, there are no other third-party beneficiaries of this Agreement.

16. Entire Agreement and Survival.
These Terms and Conditions and the Order are the entire Agreement between the parties with respect to the Via Solution and Services under them and supersede all previous or contemporaneous written and verbal agreements or proposals relating to the same subject matter, and cannot be modified except by written agreement referencing the specific provisions modified. Conflicts between these Terms and Conditions and an Order with respect to amounts or timing of payments will be resolved in favor of the Order. All other conflicts will be resolved in favor of these Terms and Conditions, including in the event of a conflict with Customer's general conditions. If Customer's procurement processes require use of an internal purchase order neither it nor its terms shall supersede, replace, or amend this Agreement. Sections 4, 7, 9 and 10(b) each shall each survive expiration or termination of this Agreement. Nothing in this Agreement or the Order and/or any other document is intended to serve as a waiver of sovereign immunity by any party or recipient to whom sovereign immunity applies. Nothing in this Agreement or the Order and/or any other document shall be construed as consent by the City of Key West, a City of Key West agency or subdivision of the City of Key West, to be sued by third parties in any matter arising

out of any contract. The failure of Customer to object to or to take affirmative action with respect to any conduct of the other which is in violation of the terms of this Agreement shall not be construed as a waiver of the violation or breach, or of any future violation, breach, or wrongful conduct.

All notices, requests, demands, elections, consents, approvals, and other communications hereunder must be in writing and addressed as follows, or to any other address which either party may designate to the other party by mail:

If to Via:	Leonie Stevens 10 Crosby St., FL 2 New York, New York 10013
With a copy to:	Legal 10 Crosby St., FL 2 New York, New York 10013
If to CITY:	Director of Transit City of Key West P.O. Box 1409 Key West, Florida 33041-1409
With a copy to:	City Manager City of Key West P.O. Box 1409 Key West, Florida 33041-1409 AND City Attorney City of Key West P.O. Box 1409 Key West, Florida 33041

This Agreement has been carefully reviewed by each of the parties. Therefore, this Agreement is not to be construed against any party on the basis of authorship.

This Agreement may be executed in several counterparts, each of which shall be deemed an original and such counterparts shall constitute one and the same instrument.

This order shall be governed by the terms and conditions set forth herein (the "**Terms**"). By signing below, the parties agree to the terms as herein stated.

VIA MOBILITY LLC	**CUSTOMER [Key West, Florida]**
_____ Authorized Signature	_____ Authorized Signature
_____ Name	_____ Name
_____ Title	_____ Title
_____ Date	_____ Date

Appendix 1 to Service Order

VOC use and Data Sharing

Authorized Users

The below exhibit sets forth the members of the Customer's "Core Team" of personnel who are designated authorized users of the VOC including access to the data detailed below (the "Core Team"). Access to the VOC is conditional upon Customer notifying Via, reasonable time in advance, of the name, title, email address and any other details Via may reasonably require of Any usage beyond the members of the Customer Core Team would will be in violation of the _granted suitable permissions to allow them to manage and authorize access of additional Customer personnel as secondary users ("Secondary Users") to the VOC. All Core Team and Secondary Users will be subject to Customer's confidentiality provisions and non-disclosure obligations as described of the confidentiality provisions in the Terms. For the avoidance of any doubt, Customers's Core Team responsibility includes granting permissions to Secondary Users only to the extent such permission is needed for the Customer's operation of the Deployment and in compliance with applicable privacy legislation, and removing any Secondary User access once it is no longer needed. Via retains the right to deny or revoke any Core Team or Secondary User access if Via suspects that such access may be causing or have caused a breach of the Terms, or any user guidance Via issues from time to time.
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Core Team	
Name	**Title**
Rogelio Hernandez	Transit Operations Manager
Rod Delostrinos	Director of Transportation

Customer may not provide access to the Via Solution to any third party except with Via's prior written consent. In the event that Customer wishes to engage a third-party operator ("Operator") to operate the Deployment, Customer shall provide to Via a copy of an Operator Acknowledgement Form in the form required by Via, duly executed by such Operator, as a prerequisite for Via's allowing the Operator access to the Via Solution. For the avoidance of doubt, no Operator will be allowed access to the Via Solution without having signed the aforementioned Operator Acknowledgement Form. Customer Core Team will be responsible for grant of VOC permissions to the Operator's team, which will be considered Secondary Users for all purposes. As between Customer and Via, Customer shall remain responsible for acts and omissions of any Operator as it relates to Operator's access to the Via Solution.

Data Sharing Plan

As part of the Deployment, and as detailed below, Via will make access to data available to members of the Customer's Core Team, and any above authorized Customer's Secondary User(s) and/or Operator(s), for the purpose of research and program evaluation for the duration of the Term. The data will be accessible in the VOC and may not be shared through any other method other than email, VOC or Tableau unless otherwise authorized in writing by Via. Any and all data made available under this Order are trade secrets of Via, and subject to the confidentiality and other protective provisions set forth in this Agreement It is understood that all of these terms and provisions are subject to Florida Law and Federal Law. Customer may not share any such data with anyone not authorised in accordance with this Appendix nor allow disclosure of information Via considers confidential.

To protect Via's intellectual property and the privacy of riders, Via will provide the following data tables and dashboards in the form of aggregated reports and data tables to Customer through VOC. .

- Service KPI Dashboards: Visualized dashboards and graphs of Key Performance Indicators. These dashboards provide a high level view of the overall service performance across a number of metrics and periods of time. Dashboards are available for download as .jpeg files or in raw form as excel spreadsheets.

- Data Generator: Set of tables with granular raw data about the service that are available for download as excel or csv spreadsheets.

The reports will be refreshed daily. The reports are aggregated and any information about individual riders is de-identified. Additional off-the-shelf reporting may be made available to Customer upon request at Via's discretion. Custom reports will need to be scoped and may come at additional cost.

SERVICE KPI DASHBOARD	
Dashboard	Report Metrics

Service Operations Metrics & Graphs	- Total ride requests - Requests during service hours - Met Demand - Met Demand Rate - Completed rides - Completed Rides Rate - Detailed Ride Requests Status - Active Riders - Driver Hours - Utilization
Rider Experience Metrics & Graphs	- Average Ride Duration - Average Ride Rating - Average Pickup Walking Distance (corner-to-corner services only) - Aggregation Rate - Average ETA - Dropoff Time Requested vs. Scheduled* - Dropoff Time Scheduled vs. Actual* - Pickup Time Requested vs. Scheduled* - Pickup Time Scheduled vs. Actual* *Pre-booked rides only
Rider Growth Metrics & Graphs	- Accounts Created - Active Riders - Total Riders Who Requested a Ride - Total Riders Who Completed a Ride - Completed Rides Per Rider

Ride Rating Metrics and Graphs	- Avg. Ride Rating - Total Bookings with Ratings - Percent Bookings with Ratings - Total Five Star Ratings - Percent Five Star Ratings - Label per Rating - Rating Distribution
Advanced Prebooking Metrics & Graphs (prebooking only)	- Request Source - Recurring Type - Hours Booked in Advance - Hours Canceled in Advance

DATA GENERATOR	
Table	Data Columns
Ride Request Table	- Request Creation Date & Time - Request ID - Request Status - Rider ID - Wheelchair Accessible - Booking Method - Number of Passengers - Booking type (PB+OD only) - Origin Address - Origin Lat + Long - Destination Address - Destination Lat + Long - Actual Pickup Time - Cancelation Time - No Show Time - Ride Price - Ride Distance - Ride Duration (min) - Ride Rating

DATA GENERATOR	
Rider Activities Table	- Rider ID - Account Creation Date - Total Requests - Total Completed Rides - Total Cancellations - Total No Shows
Drivers Table	- Drive ID - Driver Name - Driver Email - Active Status - Total Shift Hours - Avg. Shift Hours Per Day - Avg. Shift Hours From First Assignment Per Day - Avg. Break Hours Per Day - Total Accepted Rides - Avg. Rating From Riders
Vehicles Table	- Vehicle ID - Active Status - Visual ID - Short Visual Identifier - Maker - Color - Vehicle Capacity - Max Capacity - Wheelchair Capacity
NTD S-10 Report Available upon request for required reporting to the FTA. (United States only)	- Service Date - Day of the Week - Vehicles Operated in Maximum Service (VOMS) - Actual Vehicle Hours - Actual Vehicle Miles - Vehicle Revenue Hours - Vehicle Revenue Miles - Unlinked Passenger Trips - Passenger Miles Traveled

The below includes a non-exhaustive list of possible added features, which, if selected may be described in more detail in an SOW hereunder.

Feature	Description
Web-Based Booking Portal	Portal accessible through the web that allows riders to book ride without a smart phone (or without the application).
White List Point Consulting	In the standard offerings, users can configure 'white list points', or acceptable pick-up locations. Via can perform this configuration, including ongoing updates, on behalf of Customer for an additional fee.
Flexible Booking	Allow riders to pre-book rides rather than only on-demand. The system can also accommodate pre-booking and on-demand in a single service (e.g., offering different booking options in different zones or during different time periods).
Corporate Account Management Dashboards	Access to powerful "Via for Business" functionality that allows companies to book rides or subsidize certain types of rides for, e.g., employees / students / residents / customers.
Fixed Route Referral*	System configurations that direct riders to used fixed route transportation (e.g. buses) where such transportation offers the most efficient mode for a requested ride, which helps preserves on-demand system capacity.
Multimodal Integrations*	Options for expanded integration with fixed route transportation. Can include: (1) displaying timetables, route maps, and real-time location of fixed-route within the app; or (2) allowing riders to plan and book multi-leg journeys, with an on-demand proposal generated to match arrival time of fixed-route leg.
Cross Agency Integration*	Multimodal integrations that incorporate services from neighboring jurisdictions and regional / national carriers to deliver regional multimodal trip planning and booking experience.
Third Party Trip Planner Integration	Integration via API with third party trip planners
Payment Provider Integration	Integration with third party payment providers of Customer's request (e.g. accepting fare payment used for public transit)
Integrated Mobility Services (IMS)	Integrate multiple demand response modes under a single platform (e.g., microtransit, paratransit, NEMT)
Customer Support	Provide live agent support for issues riders may be having using the service, ranging from technical support to full-scale customer service support
Consulting	On-demand and multimodal service planning, network optimization, equity analysis, and other mobility consulting and planning services.

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[1]* Data feeds must be provided in acceptable formats, including GTFS offline or GTFS RT, SIRI SM for realtime data. Via can provide assistance formatting the data appropriately if needed.

Exhibit A
Sample Invoice

[VIA ENTITY NAME]

Via Transportation, Inc. 10
Crosby Street, Floor 2
New York NY 10013 United
States

Invoice

Date
Invoice #

Terms   Net 15
Due Date
PO #
Billing Period

Bill To
[Partner]
[Address]

Description	Rate	Quantity	Amount
Total Vehicles			

Total

Please make checks payable to:
[__]
P.O. Box 7410493 Chicago, IL
60674-0493

Wire Instructions:
Bank of America, N.A.
222 Broadway, New York, NY 10038
Wire Routing # - 026009593
ACH Routing # - 021000322 Account #
- 483065995955
Swift Code - BOFAUS3N