

**Amendment #1**  
**to the**  
**KEY WEST TRANSIT SOFTWARE AS A SERVICE DEPLOYMENT SERVICE ORDER**

Via Mobility, LLC (“Via”) and City of Key West - Key West Transit (“Customer” and, together with Via, the “Parties”) have entered into that certain agreement titled Key West Transit Software as a Service Deployment Service Order, dated 6/24/2022 (the “Agreement”). Upon execution of this Amendment #1 (the “Amendment”), the Parties agree to modify the Agreement as follows:

1. **Service Period Extension.** The Parties hereby agree to extend the Term of the Agreement by a further period of 36 months, with 2 option years, starting on the Effective Date and ending on November 30<sup>th</sup>, 2026 (inclusive); and such additional term shall be the “Additional Term” for the purposes of the Agreement.
2. **Fees.** The chart in the fees section of the Agreement shall be replaced with the following chart:

Fee Category	Amount	Invoicing Terms
Minimum Monthly Fees	\$54,000 annually (monthly broken out below)	
<ul style="list-style-type: none"> <li>• Per-Vehicle Fees</li> </ul>	<ul style="list-style-type: none"> <li>• \$4,500 minimum monthly fee (includes up to 7 vehicles)</li> <li>• \$400 per vehicle per calendar month for vehicles 8+</li> </ul>	Minimum Monthly Fees payable upon signing of this Order, any amount in excess of minimum to be invoiced monthly by Via
Projected 1-Year Total	\$54,000 assuming 7 or fewer vehicles (excluding additional vehicles and Fees for any Additional Services)	
Projected 3-Year Total	\$162,000 assuming 7 or fewer vehicles (excluding additional vehicles and Fees for any Additional Services)	
Projected 5-Year Total	\$270,000 assuming 7 or fewer vehicles (excluding additional vehicles and Fees for any Additional Services)	

2. **Amendment.** The following language is added as Section 17:

Customer agrees that additional services, such as access to Via’s (including its affiliates’) proprietary technology platform used to plan, schedule, establish, monitor, operate and/or manage microtransit networks, may be added to the Agreement at a later date, potentially with an additional cost, at any point during the Term.

3. **Amendment.** The following language is added as Section 18:

To the extent permitted by applicable law and as additional consideration for this Contract, Via agrees to extend an option to purchase any Services covered under the Agreement under the same terms and conditions set forth herein, as well as any additional terms and conditions specific to their local requirements upon mutual agreement between the parties, to to any other agency or municipality that has entered into a cooperative purchasing agreement or similar arrangement with Customer (collectively, such other agencies are referred to herein as “Contracting Members”). Each Contracting Member shall negotiate its own pricing terms and execute its own contract with Via.

**4. Conflicts, Use of Terms, Governing Law.** Capitalized terms used but not defined herein have the meanings set forth in the Agreement. Except as expressly provided herein, the terms and conditions of the Agreement remain unchanged. This Amendment #1 will be governed by the same law as the Agreement and is effective as of December 1<sup>st</sup>, 2023.

VIA MOBILITY, LLC

**Key West, Florida**

By:

By:

Name:

Name:

Title:

Title:

Date:

Date:

*RR*