

STATE OF NORTH CAROLINA DEPARTMENT OF TRANSPORTATION Integrated Mobility Division	REQUEST FOR BEST AND FINAL OFFER ONE / 54-12008772-CM-BAFO1	
	Offers will be received until: January 8, 2025 12:00 p.m.	
	Issue Date: December 31, 2024	
Refer <u>ALL</u> inquiries regarding this BAFO to: Thomas Busshart tjbusshart@ncdot.gov	Commodity Number: 920	
	Description: Transit Software Solution	
	Using Agency: NCDOT	
See page 2 for mailing instructions.	Requisition No.: 12008772	

NOTICE TO VENDOR

Offers, subject to the conditions made a part hereof, will be received via email at tjbusshart@ncdot.gov until **12:00 p.m. EST** on the day of opening and then opened, for furnishing and delivering the goods and services as described herein. Refer to page 2 for proper mailing instructions. Bids submitted via facsimile (fax) machine in response to this Best and Final Offer (BAFO) will not be accepted. Bids are subject to rejection unless submitted on this form.

EXECUTION

In compliance with this Request for Best and Final Offer (BAFO), and subject to all the conditions herein, the undersigned offers and agrees to furnish any or all goods and services which are offered, at the prices agreed upon and within the time specified herein. Pursuant to N.C.G.S. §143B-1354 and under penalty of perjury, the undersigned Vendor certifies that this offer has not been arrived at collusively or otherwise in violation of Federal or North Carolina law and this offer is made without prior understanding, agreement, or connection with any firm, corporation, or person submitting an offer for the same commodity, and is in all respects fair and without collusion of fraud.

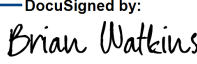
Failure to execute/sign offer prior to submittal shall render offer invalid. Late offers are not acceptable.

OFFEROR: Via Mobility, LLC		
STREET ADDRESS: 10 Crosby Street, Floor 2 114 5th Ave, Floor 17	P.O. BOX:	ZIP:
CITY & STATE & ZIP: New York, N.Y. 10013 10011	TELEPHONE NUMBER: 888-501-7511	TOLL FREE TEL. NO
PRINT NAME & TITLE OF PERSON SIGNING: Dillon Twombly, Manager	FAX NUMBER:	
AUTHORIZED SIGNATURE:  Signed by: 3D9717A739E245B...	DATE: 1/2/2025	E-MAIL: procurement@ridewithvia.com

Offer valid for forty-five (45) days from date of offer opening unless otherwise stated here: ____ days

ACCEPTANCE OF OFFER

If the State accepts any or all parts of this offer, an authorized representative of NC Department of Transportation shall affix his/her signature to the Vendor's response to this Request for BAFO. The acceptance shall include the response to this BAFO, any provisions and requirements of the original Request for Proposal (RFP) which have not been superseded by this BAFO and the Department of Information Technology Terms and Conditions. These documents shall then constitute the written agreement between the parties. A copy of this acceptance will be forwarded to the successful vendor(s).

<u>FOR STATE USE ONLY</u>	02/13/2025
Offer accepted and contract awarded this ____ day of _____, 20____, as indicated on attached certification,	
DocuSigned by:  by C9736C673AAC4D9... (Authorized representative of NC Department of Transportation).	

Brian Watkins

Brian Watkins

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DELIVERY INSTRUCTIONS:

Email one (1) signed original executed offer to tjbusshart@ncdot.gov no later than the specified time and date of opening. Please include "RFP 54-12008772-CM-BAFO1" in the email subject line. The files must not be password-protected and must be capable of being copied to other media.

It is the responsibility of Via Mobility to deliver the offer via electronic mail by the specified time and date of opening. Address email and RFP 54-12008772-CM-BAFO1 number as shown below.

DELIVER TO:
RFP 54-12008772-CM-BAFO1 NC Department of Transportation Attn: Thomas Busshart tjbusshart@ncdot.gov

Via Mobility must submit their BAFO response via email only. Email response to tjbusshart@ncdot.gov no later than the specified time and date of opening. Please include the BAFO number in the email subject line.

SOLICITATION REQUEST FOR BEST AND FINAL OFFER (BAFO)

This request is to acquire a best and final offer from Via Mobility, LLC for Transit Software Solution. The offer should integrate the previous response to the Request for Proposal 54-12008772-CM and any changes listed below. Any individual vendor can receive a different number of requests for BAFOs than other offerors.

NOTE: This bid is still in the evaluation period. During this period and prior to award, possession of the BAFO, original bid response and accompanying information is limited to personnel of the Department of Information Technology (NCDIT) Statewide IT Procurement Office, and to agencies responsible for participating in the evaluation. Bidders who attempt to gain this privileged information, or to influence the evaluation process (i.e. assist in evaluation) will be in violation of purchasing rules and their offer will not be further evaluated or considered.

In accordance with **RFP 54-12008772-CM**, the order of precedence will be as follows: Best and Final Offers, special terms and conditions specific to the RFP, Specifications of the RFP, the Department of Information Technology's Terms and Conditions, and the agreed portion of the awarded Vendor's offer.

The Parties agree to the following:

A) Explanation regarding subparagraph (b) of the State's "Limitation of Vendor's Liability" clause: In Paragraph 22 "Limitation of Vendor's Liability" in Section 1 of the "General Terms and Conditions Applicable to All Purchases" of Attachment B "Department of Information Technology Terms and Conditions," the State interprets the phrase "value of the Contract" to mean the DRO's total purchase cost in a Participating Addendum.

B) Incorporation of the Vendor's Standard Agreement:

The Vendor Standard Agreement consists of the Master Terms and Conditions for the Via Solution and Support Services and is referred to herein as the "Vendor Agreement." The Vendor Agreement is attached hereto as Attachment A and is incorporated by reference into RFP 54-12008772-CM in the manner shown in A(1) through A(3) below.

Modifications to the Vendor Agreement are represented with strikethroughs for deletions (~~deletion~~) and underlines for insertions (insertion).

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The terms “Agreement” or “this Agreement” as they are used in the text of the Vendor Standard Agreement shall mean RFP No. 54-12008772-CM together with this BAFO.

Notwithstanding any term or condition in Vendor’s Agreement to the contrary, the contract term duration for the Vendor’s contract with a DRO shall not exceed the term set forth in Section 2.2 (p.4) of RFP 54-12008772-CM.

Notwithstanding the Deployment Service Order form and its Appendices included in the Vendor Agreement, any order form utilized by the Vendor shall be subordinate to the Agreement established by RFP 54-12008772-CM/BAFO 54-12008772-CM and shall be utilized solely for administrative purposes. The terms and conditions in the order form shall have no force of effect. The duration of the contract between Vendor and the DRO will be as set forth in Section 2.2 (p. 4) of RFP 54-12008772-CM, and prices shall be those set forth in Vendor’s Response Proposal, Attachment E, and BAFO 54-12008772-CM.

1. The following sections of the Vendor Agreement are hereby deleted and shall have no force or effect:

- a. 1.3 Purpose; Ordering
- b. 2.2(c) General Terms
- c. 3.5(a) Assignment and 3.5(b) Power of Attorney
- d. 4 Fees, Taxes, Expenses and Payments
- e. 8.3 Limits on and Exclusions from Liability, 8.4 Data Breach Costs
- f. 11 Non-Solicitation
- g. 12 Dispute Resolution; Governing Law
- h. 13 Miscellaneous
- i. 14 Cooperative Procurement
- j. 15 Entire Agreement
- k. The “Confidential” designation that appears on each page of the Vendor Agreement

2. The following sections of the Vendor Agreement shall supersede NCDIT’s Terms and Conditions:

- a. 1.1 Via Background
- b. 1.2 Customer Background
- c. 2. The Via Solution, introductory paragraph
- d. 2.1(a) Use Rights is modified as follows:

Use Rights. Subject to the terms and conditions set forth in RFP 54-12008772-CM/BAFO 54-12008772-CM ~~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 Customer Transportation Service. 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.

- e. 2.1(b) License to the Applications
- f. 2.1(c) Third Party Content
- g. 2.1(d) Suspension Rights
- h. 3.1 The Via Solution

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i. 3.4 Independent Activities

j. 3.3 Rights to Marks is modified as follows:

Rights to Marks. As between them hereunder, each party is and shall continue to be the exclusive owner of all IPR in and to their respective 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 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 13.~~ 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.

k. 8.1 Warranties

l. 8.2 Disclaimers is modified as follows:

WITHOUT PREJUDICE TO SECTION 8.1 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 8, Section 7 or elsewhere in this Agreement, Via shall have no liability to Customer or any Passenger (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 Passenger (including negligent, willful and/or criminal acts and omissions), 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.~~

m. 9.1 Via's Obligations

n. 9.2 Customer's Obligations is modified as follows:

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.~~

o. 9.3 Export Laws

p. 9.4 Anti-Bribery Laws

q. 16. Definitions, except as set forth in A(3)(o) below.

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3. The following sections of the Vendor Agreement shall be superseded by NCDIT's Terms and Conditions in RFP 54-12008772-CM/BAFO 54-12008772-CM:

- a. 2.2(a) The Services
- b. 2.2 (b) Additional Services
- c. 2.2 (d) Relationship Management
- d. 3.2 Customer Data is modified as follows:

Customer Data. ~~As between Customer and Via, all IPR 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 Passenger 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 Riders' 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 and terms of use to Riders 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 6.~~

- e. 5.1 Term; Duration of Right to Place Orders
- f. 5.2 Termination
- g. 6.1(a) Non-Disclosure Obligations is modified as follows:

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 6.1 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 assist Via in seeking to protect its Confidential Information under any applicable exemption for trade secrets, to the extent possible under Applicable Law.

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- h. 6.1(b) Exclusions
- i. 6.2 Data Security
- j. 6.3 Specific Customer Obligations
- k. 7 Indemnification and Related Obligations is modified as follows:

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 IPRs, 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 these Terms and Conditions (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 7 sets forth Customer's only remedy and Via's only liability with respect to infringement or other violations of intellectual property rights.

~~The Customer will indemnify, defend and hold Via harmless from all Losses arising out of or relating to any third party claim regarding Customer's use of the Via Solution, other than third party claims regarding alleged infringement by the Via Solution of such third party's IPRs. The Customer's indemnity obligations shall not apply to claims resulting from Via's gross negligence or willful misconduct.~~

- l. 8.5 Insurance
- m. 9.5 Consents; Permits
- n. 10 Assignment
- o. 16. Definitions, "Agreement," "Confidential Information," "Customer Data," "Data Breach Costs," "Fees," "Losses," "Security Program," "Term," and "Transportation Incident"
- Deployment Service Order
- p. Deployment Service Order form and its Appendices as set forth above.

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ATTACHMENT A: VENDOR AGREEMENT**MASTER TERMS AND CONDITIONS FOR THE VIA SOLUTION AND SUPPORT SERVICES**

THESE MASTER TERMS AND CONDITIONS FOR THE VIA SOLUTION AND SUPPORT SERVICES (these “**Terms and Conditions**” or this “**Agreement**”) are entered into as of the effective date designated on the signature page hereto (the “**Effective Date**”) between Via Mobility LLC, a Delaware limited liability company with its principal office located at 114 5th Ave., Floor 17, New York, NY 10011 (“**Via**”), and [REDACTED], a [REDACTED] whose registered office is located at [REDACTED] (“**Customer**”). Defined terms have the meaning given to them in Section 15 or in the Section in which they first appear.

1. BACKGROUND AND PURPOSE.

1.1 Via Background. Via is the developer and owner of a proprietary technology platform and certain related systems and methods used to establish, monitor, operate and/or manage on-demand transit networks. Via employs an internal use version of its proprietary platform, systems and methods to operate its own on-demand transit service under the Via brand. In addition, Via has developed a cloud-based version of its platform and related systems and methods (collectively, the “**Via Solution**”) and accompanying technical and operational support services (the “**Support Services**”) that it makes available by subscription on a software as a services basis to third party operators of private and public transportation networks.

1.2 Customer Background. Customer operates, for use by prospective and actual riders (collectively, “**Riders**”), a public or private transportation network (the “**Customer Transportation Service**”) 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**”).

1.3 Purpose; Ordering. The purpose of these Terms and Conditions is to provide a framework under which Via will provide to Customer the Via Solution, including maintenance, Support Services, and regular product updates including any Modification to the Via Solution (collectively, the “**Services**”), and Customer will operate a Customer Transportation Service using the Via Solution. These Terms and Conditions shall govern the provision of Services by Via to Customer as described in the service order attached hereto and any other service order signed by Via and Customer (each, an “**Order**”). For the avoidance of doubt, Customer may request (and Via may, in its sole discretion, provide) additional Orders under these Terms and Conditions (including, without limitation, for the purpose of expanding the geographic scope of the Services to new cities or extending the duration of the Services) and does not need a new set of Terms and Conditions to make additional purchases of Use Rights (defined below) and/or Services in the future.

2. THE VIA SOLUTION.

The Via Solution is comprised of the driver and passenger 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**”).

2.1 Use Rights.

(a) 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 Customer Transportation Service. 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.

(b) License to the Applications. In connection with the provision of the Via Solution, Via provides a limited, non-exclusive license during the Term to Customer to the Applications for use with the Devices for the Customer Transportation Service and sublicense to Riders, drivers and local operators, subject to the terms set out in Via’s Privacy Policy and Terms of Use.

(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

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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 2.1(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.

2.2 The Services.

(a) The Services. Pursuant to one or more Orders, the parties intend on collaborating for the implementation and operation of the Via Solution in connection with the Customer Transportation Services. In some cases, Services will require a more comprehensive description than that contained in the applicable Order. If that is the case, the parties will enter into a mutually agreed statement of work and attach it to the applicable Order (each, a "**Statement of Work**" or "**SOW**"). Each Order or SOW, as needed, will set forth the particulars of the Services as defined in Section 2.1(a) for each city or locality in which Customer intends to operate the Via Solution in connection with the Customer Transportation Service, as specified in the Order.

(b) Additional Services. From time-to-time Customer may desire to engage Via to perform additional services, such as development of product features and/or services directly related to the Application which fall outside the scope of the Services. In such cases, the parties will negotiate toward potential execution of such SOWs as are jointly determined to be appropriate. All such services described in this Section 2.2(b) are referred to collectively as, the "**Additional Services**". The Parties shall agree upon a blended hourly rate for Via to bill Customer for performing such Additional Services under the relevant SOW. Via shall consider proposals for such Additional Services in good faith but is under no obligation to perform the Additional Services if an SOW cannot be agreed upon with Customer.

(c) General Terms. All references to Orders include their SOWs. Via shall provide the Services to the Customer in accordance with the relevant Order beginning on the Effective Date and continuing throughout the Term, in accordance with the terms of this Agreement. The Services to be delivered to the Customer are set forth in the relevant Order as may be amended through written agreement between Via and the Customer from time to time during the Term. All Services to be performed by Via shall be in accordance with the applicable Order executed by Via and the Customer and Via's obligations under Section 9.1 (Regulatory Compliance). Via shall provide security for the Via Solution and shall maintain and implement disaster recovery and business continuity procedures as described in the Via Security Program as detailed in Section 6.2 herein. Via's provision of the Services requires such reasonable and timely cooperation as Via may require of the Customer, including access to the Customer's information, personnel, and/or systems, and Via shall not be responsible for any failures or delays caused by the Customer's failure to so cooperate or any inaccurate information provided by or on behalf of the Customer. Unless an Order has different acceptance terms, Customer will accept the Services and any resulting deliverables upon payment or fifteen (15) days after their performance, whichever occurs first, and may not withhold, condition, or delay payment or acceptance after that time.

(d) Relationship Management. The Customer Manager and Via Manager named in an Order shall assume operational responsibility for that Order. Changes to the scope of an existing Order or SOW (including changes to any deliverables) require mutual written consent of the parties.

3. INTELLECTUAL PROPERTY AND RELATED RIGHTS.

3.1 The Via Solution.

As between Customer and Via hereunder, all Intellectual Property Rights ("IPRs" as defined in Section 15) 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,

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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 IPRs relating to the Via Solution and all of their derivative works and improvements remain the sole property of Via.

3.2 Customer Data. As between Customer and Via, all IPR 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 Passenger 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 Riders' 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 and terms of use to Riders 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 6.

3.3 Rights to Marks. As between them hereunder, each party is and shall continue to be the exclusive owner of all IPR in and to their respective 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 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 13. 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.

3.4 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.

3.5 Further Assurances.

(a) **Assignment.** To the extent any IPR in or to the Via Solution vests in Customer, Customer hereby assigns to Via all such IPR 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 IPR 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 IPR 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.

(b) **Power of Attorney.** If Via is for any reason whatsoever unable, after reasonable effort, to secure Customer's signature on any application for patent, copyright, trademark, or other analogous registration or other documents regarding any legal protection for the Via Solution or its derivative works or improvements, Customer hereby irrevocably designates and appoints Via and its duly authorized officers and agents as Customer's agent and attorney-in-fact, to act for and on Customer's behalf and stead to execute and file any such application or applications or other documents including separate deeds of assignment and to do all other lawfully permitted acts to further the prosecution and issuance of patent, copyright, or trademark registrations or any other legal protection thereon with the same legal force and effect as if executed by Customer.

4. FEES, TAXES, EXPENSES AND PAYMENTS.

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

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(excluding taxes on Via's income), nor do they include 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 ten (10) business days of the date the invoice originally was due, otherwise it will be final and non-refundable.

5. TERM AND TERMINATION.

5.1 Term; Duration of Right to Place Orders. The Customer's right to enter into Orders under these Terms and Conditions commences on the Effective Date and continues, unless earlier terminated pursuant to this Section 5, for so long as at least one Order remains continuously in effect (the "**Term**").

5.2 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. 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. Unless an Agreement is terminated by Customer under this Section 5 as a result of Via's uncured material breach, no expiration or termination of this Agreement will affect Customer's obligation to pay for Via's non-cancelable obligations to third parties on behalf of or benefitting Customer, including fees in respect of Third Party Content, all of which will remain due and payable by Customer in accordance with the terms of the applicable Order. 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.

6. CONFIDENTIALITY AND DATA SECURITY.

6.1 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 6.1 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 assist Via in seeking to protect its Confidential Information under any applicable exemption for trade secrets, to the extent possible under Applicable Law.

(b) Exclusions. The Receiving Party shall have no obligation under Section 6.1 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

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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.

6.2 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.

6.3 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 6.1, 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.

7. INDEMNIFICATION AND RELATED OBLIGATIONS.

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 IPRs, 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 these Terms and Conditions (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 7 sets forth Customer’s only remedy and Via’s only liability with respect to infringement or other violations of intellectual property rights.

The Customer will indemnify, defend and hold Via harmless from all Losses arising out of or relating to any third party claim regarding Customer’s use of the Via Solution, other than third-party claims regarding alleged infringement by the Via Solution of such third party’s IPRs. The Customer’s indemnity obligations shall not apply to claims resulting from Via’s gross negligence or willful misconduct.

8. WARRANTIES; LIMITATION OF LIABILITY; INSURANCE.

8.1 Warranties. Via warrants that: (a) 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 or SOW; (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 or SOW; (e) the Via Solution is free from Viruses 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 IPRs 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 8.1, Via shall use commercially reasonable efforts to promptly correct any such failure of the Services.

8.2 Disclaimers. WITHOUT PREJUDICE TO SECTION 8.1 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 8, Section 7 or elsewhere in this Agreement, Via shall have no liability to Customer or any Passenger (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 Passenger (including negligent, willful and/or criminal acts and omissions), 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.

8.3 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. Customer must bring all claims and causes of action within six (6) months of their being discovered or one (1) year after expiration or termination of the Order out of which the claim arises, whichever occurs first. 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.

8.4 Data Breach Costs. If a material breach of Via's Security Program or its obligations under Section 6.2 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.

8.5 Insurance. Via shall obtain and maintain during the Term, with financially sound and reputable insurers having A.M. Best ratings of at least B (III) or better, policies of insurance customary for the delivery of technology and services similar to the Services including commercial general liability, auto liability (covering only Via's employees and not Customer, Riders or the vehicles used in the Customer Transportation Service) and professional liability. All such insurance shall be primary and not contributing with any insurance coverage maintained by Customer. Customer will receive advance written notice in the event of a cancellation or material change in any Via insurance policy hereunder. Where permissible, (e.g., policies other than professional liability), Via will name Customer as an additional insured. 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.

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9. REGULATORY COMPLIANCE.

9.1 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 9, Via shall use commercially reasonable efforts to minimise any disruption caused by any changes in Applicable Laws introduced pursuant to this Section 9. 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.

9.2 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.

9.3 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.

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

9.5 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.

10. 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 shall be deemed to constitute a prohibited assignment for the purposes hereof.

11. 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 11 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.

12. DISPUTE RESOLUTION; GOVERNING LAW.

The laws of the State of New York will govern this Agreement without regard to the principles of conflicts of laws. Except for either party's right, in connection with any matter involving any Agreement, to seek equitable or declaratory relief in any court of competent jurisdiction, all disputes not resolved informally by the parties shall be submitted for arbitration before a panel of three (3) arbitrators selected one each by the parties and one by the American Arbitration Association (the "AAA"), at least one of whom shall be an expert in the field of cloud-deployed software solutions. The arbitration shall be conducted in accordance with the provisions contained herein and in accordance with the Commercial Arbitration Rules of the AAA in effect at the time of the arbitration. A written notice of intent to arbitrate shall be provided by one party to the other party

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within a reasonable time after the dispute has arisen, and in no event shall such notice be provided after the date when institution of legal or equitable proceedings based on such dispute would be barred by the applicable statute of limitations. All arbitration shall be administered by the AAA and shall take place in New York, New York unless otherwise agreed to by the parties. All aspects of the arbitration including the result shall be treated as confidential and shall not be disclosed. The award of the arbitrators shall be binding and judgment upon the award rendered by the arbitrators may be entered in any court having jurisdiction; provided, however, that the arbitrators shall not have the power to award: (a) punitive damages; or (b) damages in excess of the limitations set forth in Section 8 hereof.

13. MISCELLANEOUS.

These Terms and Conditions and each Order may be signed in separate counterparts deemed to be one instrument. The parties agree and acknowledge that signatures transmitted electronically, whether sent via facsimile or as attached files to electronic mail messages (e.g., in .pdf format), shall be acceptable to bind the parties. 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. 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 may issue a press release or make other public announcements concerning these Terms and Conditions 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.

14. COOPERATIVE PROCUREMENT.

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 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.

15. ENTIRE AGREEMENT AND SURVIVAL.

These Terms and Conditions and each Order (including any SOW) 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 (including any SOW) 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 3, 6.1, 7 and 8.2 each shall each survive expiration or termination of this Agreement.

16. DEFINITIONS

“**AAA**” is defined in Section 12.

“**Additional Services**” is defined in Section 2.2(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.

“**Agreement**” is defined in the preamble.

“**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.

“**Application**” is defined in Section 2.

“**AWS**” is defined in Section 6.2.

“**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.

“**Control**” means, with respect to any entity, the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such entity, whether through the ownership of voting securities (or other ownership interest), by contract or otherwise.

“**Customer Data**” means all data that is input by or on behalf of Customer and/or Riders 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 IPR 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.

“**Customer Infrastructure**” is defined in Section 1.2.

“**Customer Transportation Service**” is defined in Section 1.2.

“**Data Breach Costs**” is defined in Section 8.4.

“**Devices**” is defined in Section 2.

“**Disclosing Party**” is defined in Section 6.1(a).

“**Export Laws**” means the Export Administration Regulations, 15 C.F.R. §§730-774, the International Traffic in Arms Regulations, 22 C.F.R. Parts 120-130, and sanctions programs implemented by the Office of Foreign Assets Control of the U.S. Department of the Treasury and all similar laws or regulations in each applicable jurisdiction and any amendments or replacements thereof.

“**Fees**” is defined in Section 4.

“**Governance Process**” means the established and designated appropriate personnel, steering committees, oversight boards and related processes and procedures to ensure timely, fair and good faith governance and

management of their performance under each Statement of Work including terms and conditions establishing a process to manage and control changes to the Services, all of which shall be documented in one or more exhibits and attachments to each applicable Statement of Work.

“**IPR**” or Intellectual Property Rights (“**IPR**”) means rights in and in relation to Confidential Information, all right, title and interest in and including all registered designs, design rights, copyright rights and neighboring rights (including rights in elements of layout or design), database rights, algorithms, utility models, patent rights (including rights under all patent applications, patents, letters patent, supplementary patent certificates, inventor’s certificates, continued prosecution applications, reissues, continuations, continuations-in-part, divisions, substitutes, extensions, requests for continued examination, and other similar filings or stages thereof), rights in and in relation to inventions (whether or not patentable), domain names, trade marks, service marks, trade and business names, logos and trademark rights, as well as all proprietary rights (including trade secrets), Know How, and moral rights (including the rights of authorship and attribution and subsequent modification), all rights or forms of protection having an equivalent or similar nature anywhere in the world, whether enforceable, registered, unregistered or registrable (including, where applicable, all applications for registration) and whether or not evidenced by certificates, applications or registrations therefor, and whether granted provisionally or permanently, or upon initial issuance or upon reissue, re-examination, division, extension, in continuation, or in continuation-in-part, and at all times further including all goodwill associated with all such rights.

“**Know How**” means all unpatented, secret, substantial and identified know how, expertise, technical, operational or other information including all related ideas, concepts, methods, inventions, discoveries, data, formulae, processes, methods, techniques and specifications.

“**Losses**” means all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs or expenses of whatever kind, including reasonable attorneys’ fees and the cost of enforcing any right to indemnification hereunder and the cost of pursuing any insurance providers.

“**Marks**” means any word, name, symbol, logo, font, or device or any combination thereof, used to identify and distinguish goods or services from another source, including trademarks (both registered and unregistered), domain names and trade dress.

“**Modifications**” means (in relation to the Via Solution) updates, upgrades, New Releases and modifications, and (in relation to Services) updates, enhancements, derivatives, improvements and translations to the Services, new Service features and versions and correction of errors in the Services.

“**New Release**” means any new version of the Via Solution which Via has developed or otherwise offers for sale in its usual course of business and which constitutes a product that is intended to replace the current version of the Via Solution

“**Order**” is defined in Section 1.3.

“**Riders**” is defined in Section 1.2.

“**Receiving Party**” is defined in Section 6.1(a).

“**Security Program**” is defined in Section 6.2.

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"Services" is defined in Section 1.3.

"Term" is defined in Section 5.1.

"Third Party Content" is defined in Section 2.

"Transport Incident" is defined in Section 8.2.

"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.

"Use Rights" is defined in Section 2.1(a).

"Via Solution" is defined in Section 1.1.

"Virus" means 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.

SIGNATURES OF THE PARTIES APPEAR ON THE IMMEDIATELY FOLLOWING PAGE.

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SIGNATURE PAGE TO MASTER TERMS AND CONDITIONS FOR THE VIA SOLUTION AND SUPPORT SERVICES

IN WITNESS WHEREOF, the parties to these Master Terms and Conditions for the Via Solution and Support Services have caused them to be duly executed by their respective duly authorized representatives.

VIA: <u>VIA MOBILITY LLC</u>	[CUSTOMER]
_____	_____
AUTHORIZED SIGNATURE	AUTHORIZED SIGNATURE
_____	_____
PRINTED NAME	PRINTED NAME
_____	_____
TITLE	TITLE
_____	_____
DATE SIGNED	DATE SIGNED

CUSTOMER LEGAL NAME	[PLEASE ADD]
CUSTOMER PRINCIPAL BUSINESS ADDRESS	[PLEASE ADD]
CUSTOMER STATE OF INCORPORATION	[PLEASE ADD]
CUSTOMER CONTACT INFORMATION FOR NOTICES	[PLEASE ADD]

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[Deployment Name] DEPLOYMENT SERVICE ORDER

By this service order (the “**Order**”), Via Mobility LLC, a Delaware company with its principal office located at 114 5th Ave., Floor 17, New York, New York 10011 (“**Via**”), and the customer identified below (“**Customer**”) agree to collaborate towards the operation by Customer of the deployment (the “**Deployment**”) in [**GEOGRAPHIC AREA**]

Customer Name:	Customer Notice Address:
Customer Entity Type / State of Incorporation:	Customer Email:
Term: The duration of the Deployment shall last until the last day of the calendar month during which a period of [] 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; and (d) Access to the Via Operations Console (“VOC”), which allows administrators to perform a variety of functions, including booking trips, checking trip details, adjusting account information, and providing customer support, and accessing reports, as provided for in Appendix 1; (e) Access to the data reporting set out in Appendix 1, made available via the VOC.	
Support Services – Installation. Via provides installation support for up to four weeks after the Deployment begins serving Riders, consisting of: (a) Localization for the Deployment Zone (defined below), including optimizing the algorithm, configuring back-end, and defining acceptable pick-up and drop off points; (b) Testing and quality assurance; (c) Helping Customer to build a launch plan and rider acquisition strategy; and (d) Instruction for drivers, dispatchers, and managers on Via’s best practices as 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: <u>up to 10 hours per month</u> (b) Expert consulting: <u>up to 5 hours per month</u> ● 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 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. <i>Via will notify Customer if Customer is within 1 hour of exceeding the capped hourly limit on Operational Support and System Adjustments and/or Consulting Services. If requested, hours beyond those set out above will be charged on an hourly rate.</i>	
(d) Additional Services. Via can provide optional add-on services, including consulting, web-based booking portal, fixed route referral, live agent support, multi-modal or third party trip planner integrations, media and advertising services, marketing support, or access to our Remix® transit planning software for an additional fee. More details available upon request.	

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Customer Responsibilities.

- (a) **General.** Customer will operate and manage the Deployment as set forth in the Terms, 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.
- (b) **Launch.** Within one week of signing this Order, the Parties will mutually agree on the targeted launch date of the Deployment ("Launch"). Launch shall be no fewer than [X] weeks following execution 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 a Technology Fee (as defined in Section "Fees" below) to accommodate hosting and other direct IT costs.
- (c) **Zone:** Customer and Via will agree at least three months prior to launch on the exact geographical scope for the Deployment zone ("Deployment Zone"). Any changes or expansions to the Deployment Zone may result in additional fees.
- (d) **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.
- (e) **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 recommended payment processor and Customer is responsible for entering an agreement with such payment processor in order to be able to process credit card payments.

Fees.

Customer shall pay Via the following Fees for the Term, subject always to the Minimum Monthly Fee set out below:

Fee Category	Amount	Invoicing Terms
Installation Fee	\$[X]	Payable upon signing of this Order
Monthly Fees		
Per-vehicle fees	• \$[X] per vehicle per calendar month for vehicles [X]-[X] • \$[X] per vehicle per calendar month for vehicles [X]-[X] • \$[X] per vehicle per calendar month for vehicles [X]+ subject to a minimum of \$X per month (i.e a X vehicle [and X per ride] minimum) (the "Minimum Monthly Fee")	Advance Annual Payment in accordance with paragraph 1 below
Total Minimum Annual Amount (i.e. 12 x Minimum Monthly Fee)	\$[X] assuming [X] vehicles (excluding additional vehicles in excess of the minimum and any Fees for any Additional Services)	

The Customer agrees to pay the Minimum Monthly Fee (i.e. the monthly vehicle [and per ride] minimum fees set out in the table above) for [a period of 12 months]/[the Term] in advance [and annually thereafter] (the "Advance Annual Fee"). Via will submit an invoice for Advance Annual Fee upon signature of this Order payment due in accordance with the Terms. For the avoidance of doubt, the first Advance Annual Fee is due in advance of Launch. [Via will invoice the Advance Annual Fee annually thereafter for the remainder of the Term].

In the event that the per-vehicle-fees [and per ride 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") within 15 days of the date of such invoice. Via will calculate any fees due as Monthly True Up each month and provide Customer with an invoice calculating the per-vehicle fees [and per ride fees] actually incurred based on the actual number of active vehicles [and each passenger completing a ride booked through the Via Solution] used during the previous month.

The Customer agrees that the sample invoice set out in Appendix 2 is satisfactory to Customer, both in substance and format.

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Via shall calculate the Fees due. For the avoidance of doubt, [(i) each passenger completing a ride booked through the Via Solution will be counted toward the per-ride fees above,] (ii) 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 (iii) in the event the duration of the Deployment does not exactly match calendar months, monthly fees will be prorated 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.

Twilio. Price includes our generic package for Twilio cost for [4] SMS notifications and [1.25] minutes of Twilio voice time per ride, at a maximum of [\$X]* per ride on average for all rides completed within each calendar month. Any costs associated with Twilio in excess of [\$X]* per ride will be billed to the Customer as at cost plus 10% on a monthly basis

Launch Delay. If the Launch Date is delayed [for more than a calendar month] by Customer for any reason, Customer shall be responsible for paying Via for a \$[] 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. In the event that the duration of the delay does not exactly match calendar months, the Technology Fee will be prorated for the relevant month in which Launch occurred.

Branding. The Deployment will be branded as [Deployment Name] powered by Via. 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.

This order shall be governed by the terms and conditions set forth in the MASTER TERMS AND CONDITIONS FOR THE VIA SOLUTION AND SUPPORT SERVICES between the Parties, dated as of [] (the "Terms"). Terms used herein and not otherwise defined shall have the meaning set forth in the Terms. By signing below, the parties agree to the Terms.

VIA MOBILITY LLC

[INSERT CUSTOMER ENTITY NAME]

By:

By:

Name:

Name:

Title:

Title:

Date:

Date:

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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 with reasonable advance notice of the name, title, email address and any other details Via may reasonably require of the members of the Customer Core Team. The Core Team may be updated during the Term subject to Via's consent.

Exhibit 1.

Core Team	
Title	Name
[Customer to provide details no later than one month prior to Launch]	[Customer to provide details no later than one month prior to Launch]

Customer Core Team will be 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 and non-disclosure obligations, as described in the Terms. For the avoidance of any doubt, Customer'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.

Authorized Operators

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 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 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 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 the Terms at all times. Customer may not share any such data with anyone not authorized in accordance with this Appendix 1.

To protect Via's Intellectual Property Rights 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.

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- 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 (<i>corner-to-corner services only</i>) • Aggregation Rate • Average ETA • Dropoff Time Requested vs. Scheduled* • Dropoff Time Scheduled vs. Actual* • Pickup Time Requested vs. Scheduled* • Pickup Time Scheduled vs. Actual* <i>*Pre-booked rides only</i>
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

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Advanced Prebooking Metrics & Graphs <i>(prebooking only)</i>	● 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 <i>(PB+OD only)</i> ● Origin Address ● Origin Lat + Long ● Destination Address ● Destination Lat + Long ● Actual Pickup Time ● Cancellation Time ● No Show Time ● Ride Price ● Ride Distance ● Ride Duration (min) ● Ride Rating
Rider Activities Table	● Rider ID ● Account Creation Date ● Total Requests ● Total Completed Rides ● Total Cancellations ● Total No Shows

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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 <i>Available upon request for required reporting to the FTA. (United States only)</i>	● 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

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Appendix 2 to the Service Order
Sample Invoice

CONFIDENTIAL



[VIA ENTITY NAME]
Via Transportation, Inc.
10 Crosby Street, Floor 2
New York NY 10013 United States

Invoice

Date
Invoice #

Terms
Due Date
PO #
Billing Period

Net 15

Bill To
[Partner] [Address]

Description	Rate	Quantity	Amount
[Description of the Fee: Vehicle Fees, Ride Fees and/or Total Vehicle Hours]			
Tax Code Summary			

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

Brennon Fuqua

Director

Marc Clifford

Deputy CIO

Wire Instructions:
Bank of America, N.A.
222 Broadway,
New York, NY 10038

DocuSigned by:
Brennon Fuqua
F21F90D3B0CA4AF...
02/13/2025

DocuSigned by:
Marc Clifford
D6EE99572D6D43B...
02/13/2025

Wire Routing # - 026009593
ACH Routing # - 021000322
Account # - 483065995955
Swift Code - BOFAUS3

Chris Peoples

Chief operating officer

DocuSigned by:
Chris Peoples
383C434421994A4...

02/13/2025