

## **MUTUAL TERMINATION AGREEMENT AND RELEASE**

This Mutual Termination Agreement and Release (“Termination Agreement”) is made and entered into by and between Baldwin County, Alabama, acting by and through the Baldwin County Commission (“County”) and Via Mobility, LLC, a Delaware limited liability company (“Via”). County and Via are each a “Party” and collectively the “Parties.”

### **Recitals**

A. The Parties are bound by that certain Contract for Professional Services dated June 18, 2020, as subsequently amended and extended (the “Agreement”).

B. The Parties desire to terminate the Agreement on mutually agreeable terms and conditions as set forth herein.

### **1. Termination of the Agreement**

The Agreement is hereby terminated effective May 1, 2025 (the “Effective Date”). Via will continue to provide the services defined in the Agreement until September 1, 2025 (the “End Date”). Following the End Date, neither Party shall have any further obligations under the Agreement except as expressly stated in this Termination Agreement.

### **2. No Further Financial Obligations**

The Parties acknowledge and agree that all amounts due under the Agreement have been paid in full. As of the Effective Date, County owes Via zero dollars (\$0.00), and County shall have no obligation to pay any additional fees, charges, or expenses to Via in connection with the Agreement or its termination. Via confirms receipt of all payments due and waives any right to seek further compensation from County. Via will ensure that the requested invoice credit of \$1,607.50 on May 21st will be honored.

### **3. Mutual Release**

In consideration of the promises and undertakings herein, each Party irrevocably releases and discharges the other Party and its respective parents, subsidiaries, affiliates, officers, directors, employees, agents, and representatives (collectively, the “Released Parties”) from any and all claims, demands, or causes of action, whether known or unknown, arising out of or relating to the Agreement or its termination, except for obligations expressly surviving herein.

#### 4. Intellectual Property

County acknowledges that all software, data, and other materials provided or used by Via — including all related intellectual-property rights — remain the exclusive property of Via. No right or license survives termination other than as expressly provided in the Agreement.

#### 5. Confidentiality and Non-Disparagement

a. The Parties reaffirm their respective obligations under Section 12 (Confidentiality) of the Agreement, which shall survive termination.

b. Each Party agrees not to disparage or publicly criticize the other Party or interfere with its business relationships.

#### 6. Governing Law; Venue

This Termination Agreement shall be governed by and construed in accordance with the laws of the State of Alabama, without regard to its conflict-of-laws principles. Any action arising under this Termination Agreement shall be brought exclusively in the Circuit Court of Baldwin County, Alabama.

#### 7. Miscellaneous

a. Entire Agreement. This Termination Agreement constitutes the entire agreement between the Parties with respect to its subject matter and supersedes all prior or contemporaneous understandings or agreements.

IN WITNESS WHEREOF, the Parties have executed this Termination Agreement through their respective duly authorized representatives as of the Effective Date.

#### **BALDWIN COUNTY COMMISSION**

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

#### **VIA MOBILITY LLC**

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_