

EXTENSION AND AMENDMENT OF THE CONTRACT FOR PROFESSIONAL SERVICES

1. Purpose; Scope

Each of Via Mobility LLC, a Delaware company with its principal office located at 10 Crosby Street, Floor 2, New York, New York 10013 (“**Via**”), and Baldwin County Commission (“**Customer**”), hereinafter the “**Parties**,” entered into an agreement titled Contract for Professional Services (the “**Agreement**”) and a service order titled Baldwin County Deployment Service Order (the “**Original Order**”), dated June 18, 2020. By this Extension and Amendment Agreement (“**Extension**”) the parties agree towards continued collaboration of operation of the services provided under the Original Order. The Parties further agree to amend the fees paid by Customer to Via for the use of Via’s software, and that Via shall develop and deploy specific capabilities within its software for Customer’s benefit.

Amendment

2. Duration

This Extension shall extend the period of performance of the Agreement by a period of twelve months, from October 1, 2021 until September 30, 2022 (inclusive). The Effective Date of this Extension shall be October 1, 2021.

3. Fees

Starting on October 1, 2021, and continuing through September 30, 2022, Customer shall pay to Via the following Monthly Fees, reflecting a minimum of 25 vehicles at the rates detailed below:

<u>Fee Category</u>	<u>Fee Per Vehicle Per Month</u>	<u>Charges Per Month</u>	<u>Invoicing Terms</u>
Monthly Fees (Per Vehicle) for vehicles 1-20, inclusive (Guaranteed)	\$550	\$11,000	Invoiced monthly by Via
Monthly Fees (Per Vehicle) for vehicles 21-25, inclusive (Guaranteed)	\$500	\$2,500	Invoiced monthly by Via
Monthly Fees (Per Vehicle) for any additional vehicles above 25 (As used)	\$450	as used	Invoiced monthly by Via
Total for 12 months	\$162,000 (minimum, excluding additional vehicles above the 25-vehicle monthly minimum, and any additional services)		

For the avoidance of doubt, (i) the number of vehicles per month for purposes of the above fees shall be the maximum number of distinct vehicles input to service in the Deployment by Customer that use the Via solution on any given day over the course of the applicable calendar month; and (ii) in the event the duration of the Deployment does not exactly match calendar months, monthly fees will be 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.

The above fees do not include any fees 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.

4. Product Enhancements

Via commits to make all commercially reasonable efforts to deliver the following capabilities within its software platform within the contract year. Via agrees to communicate with Customer on an ongoing basis regarding the timeline for these capabilities, and to collaborate with Customer regarding the prioritization of these capabilities as relevant.

- **Trip Editing:** Edit the total number of passengers on a trip booking after the booking has been made, without cancelling the original booking;
- **Fixed Routes:** Provide recurring trips at fixed times, from predetermined locations, along a fixed route, for students at designated private schools in Baldwin County; and along the “Bayline” route from eastern Baldwin County to a predetermined point in downtown Mobile, Alabama;
- **Fixed/Flexible Driver Breaks:** Designate driver breaks in the “Via Operations Center (VOC)” as either “fixed” (system cannot change or edit break automatically) or “flexible” (the system may change or edit the time of the break within established parameters so as to make the Deployment function more efficiently).

5. Via Advertising Solution

During this period of the service, Customer and Via will implement an advertising program. Via will make reasonable commercial efforts to generate revenue by selling advertising to be displayed by various advertising manners, including but not limited to on or in vehicles utilized during the Deployment. All advertising will be consistent with the Advertising Policy and Guidelines as amended from time to time, which is attached hereto and made part hereof, in Annex 1.

All advertising revenue collected by Via during the preceding calendar month will be credited to Customer on the next invoice against any amounts owed to Via by Customer. Prior to making the credit, Via will take a 15% management fee from the advertising revenue collected.

Via will collect revenue on behalf of Customer, from the display of any advertising and media content, at the rates listed below:

- A. In-vehicle screen: \$72 per vehicle per month (net of Via’s management fee);
- B. Partial Vehicle wrap: rate will vary based on campaign length, design choice, seasonality, number of vehicles participating in the campaign.

The rates set out above are subject to Customer ensuring that a vehicle averages 30 hours of shift/screen time per month. Should a vehicle run for fewer hours, the rates shall apply pro rata.

In the event Customer receives an appeal of any decision not to run a specific advertisement, Customer shall provide prior written notice (e-mail acceptable) to Via of the appeal and of its ultimate decision.

Customer will be responsible for making vehicles available to Via or its third-party advertising partner for purposes of installing and removing advertising materials as applicable. It is expected that all installation/removal instances will occur outside service hours so as not to impact the Deployment.

Customer agrees that Via, either directly or through its third-party advertising partner(s) will be permitted to install hardware into the vehicles for purposes of displaying advertising messaging to riders using the Deployment.

As part of their ongoing operating responsibilities, Customer may interact with advertising equipment such as tablets or vehicle wraps and agrees to do so in accordance with the Advertising Equipment Care Guidelines provided in Annex 2. Customer acknowledges that failure to follow the Advertising Equipment Care Guidelines may lead to a reduction in advertising revenue as ads may not display properly.

Customer may be asked to provide data-reporting on a per-vehicle basis in order to allow Via to reconcile advertising fees to be paid when such fees are predicated on vehicles being in market for a minimum number of service hours per month. If such per-vehicle reporting is requested by Via, Customer will promptly provide such requested information to Via. Customer acknowledges that failure to provide per-vehicle reporting may impact Via's ability to reconcile advertising revenue and ensure collection and remittance to Customer as otherwise noted above.

6. Conflict of Terms.

Unless otherwise stated, all terms and conditions contained in the Original Order are also applicable to this Extension. If a term contained in this Extension is in conflict with the terms of the Original Order, the specific term in this Extension shall take precedence. Any term or condition in the Original Order, including all Appendices not affected by this Extension, shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have caused this Extension and its accompanying Exhibits to be executed in duplicate as of the Effective Date.

<div>VIA: <u>VIA MOBILITY, LLC</u></div> <div><div><div>DocuSigned by:</div><div>Zachary Wasserman</div><div>2143E6FA53634E3...</div></div></div> <div>AUTHOR</div> <div>Zachary Wasserman</div> <div>PRINTED NAME</div> <div>Manager</div> <div>TITLE</div> <div>8/31/2021</div> <div>DATE SIGNED</div>	<div>CUSTOMER: <u>Baldwin County Commission</u></div> <div>AUTHORIZED SIGNATURE</div> <div>PRINTED NAME</div> <div>DATE SIGNED</div> <div>TITLE</div>
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Annex 1: Customer Advertising Guidelines

VIA BRATS RIDESHARE SERVICE ADVERTISING GUIDELINES

Allowed ads

- **Commercial ads.** These promote a commercial transaction or an advertiser's brand.
- **Governmental notices.** These are from BRATS or are paid for by the federal, state, county, or city government.
- **Public service announcements.** These are from government or nonprofit entities that are informational and relate directly to education, arts or culture, the prevention or treatment of illnesses, and other similar categories in BRATS.

Ads that do not fall under these three categories will not be allowed. Ads that abide by the guidelines above can still be prohibited for other reasons as outlined below. BRATS reserves the right to remove ads that we find violate our rules at any time.

Prohibited Ads

- **All tobacco products, electronic cigarettes** and non-tobacco products or services that share a name, emblem or other feature with a tobacco product, rolling papers and filters.
- **Political ads.** This includes ads that promote or oppose a political party, a candidate, a ballot referendum, political fundraising, political position, or changes to public policy.
- **Public issue ads.** This includes ads that express or advocate an opinion, position or viewpoint on matters of public debate such as economic, religious or social issues.
- **Comply with applicable law.** Ads shall comply with applicable federal, state and local advertising and regulatory laws including the Federal Trade Commission Act and the FD&C Act.
- **Disruptive or harmful ads.** Advertising must not contain material that is so objectionable under contemporary community standards as to be reasonably foreseeable that it will result in harm to, disruption of, or interference with the transportation system. Examples of harm, disruption and interference include, but are not limited to, vandalism, violence, and reduced ridership.
- **False, deceptive, or misleading ads.** Ads must be truthful. False, deceptive, or misleading ads are not permitted.
- **Illegal activity, lawlessness, violent action.** Ads must not advocate or promote illegal activity, imminent lawlessness, or violent action. Ads must not contain images or descriptions of violence, lawlessness, or illegal activity including, but not limited to, 1) the depiction of human or animal bodies or body parts, or fetuses, in states of mutilation, dismemberment, decomposition, or disfigurement, and 2) the depiction of weapons or other implements or devices used in the advertisement in an act of violence or harm on a person or animal.
- **Nudity, sexual or obscene content.** Ads must not contain or depict legally obscene material, nudity, sexual subject matter, or any material that the average adult, applying contemporary community standards, would find appeals to the prurient interest.
- **Profanity.** Ads must not contain profanity or implied profanity.

BRATS reserves the right to reject advertising if advertising space is unavailable due to the campaign format or limited advertising inventory. All of the provisions of the guidelines shall be deemed severable.

How the review process works

BRATS relies on a Third Party Vendor (Vugo) for the initial review of ads. Advertisers may contact such Third Party Vendor to verify whether your ads comply with BRATS's rules. BRATS reserves the right to approve or reject all advertising, and their manner of presentation in accordance with these guidelines regardless of whether the advertising was previously approved by Vugo. Reasonable proof or clarification of statements contained in any advertisement may be required by BRATS or its Third Party Vendor.

The Third Party Vendor shall approve or reject the ad in accordance with the advertising guidelines set forth above (the "Initial Decision") no later than 30 days after the date the advertiser submits its proposed ad. If the ad is rejected, the Third Party Vendor shall send written notice of the Initial Decision to reject the ad to the firm or organization that submitted the proposed ad. The written notice of the Initial Decision shall state the reason the ad was rejected and inform the firm or organization of its right to appeal the Initial Decision.

Appeal

An advertiser may appeal the initial decision made on the acceptability of an ad to the County Director of Transportation, or their designee. A letter requesting an appeal of the Initial Decision must be filed with BRATS, Attn: Ann Simpson, Director of Transportation, BRATS, 312 Courthouse Sq., Suite 12, Bay Minette, AL 36507 no later than the tenth (10th) day after the Initial Decision was issued. After receiving an appeal, BRATS Director of Transportation shall immediately forward it to the County Administrator or his or her designee for review. The decision of the County Administrator or his designee shall be final.

Annex 2: Advertising Equipment Care Guidelines

In-Vehicle Screens

Maintenance of Displays:

In-vehicle displays either replace an existing headrest, affix to an existing headrest, or fasten to the interior vehicle roof or front wall to ensure viewability. In these cases, wires run through the passenger seat and connect to a power supply under the seat. Customer shall contact Via to alert of issues that may arise such as, but not limited to, a screen not powering on, so that maintenance can be performed in a timely fashion.

Cleaning / Washing Interior of Vehicles

During routine interior vehicle cleaning, Customer may wash the in-car screens, but shall avoid using any corrosive cleaning solutions, which can negatively impact the integrity of the screens. Most standard in-car cleaning solutions are acceptable. Customer acknowledges that screens must be wiped down during routine vehicle cleaning. If the screens are located behind a partition, that partition must be kept clean and clear so that the display is visible for passengers.

There will be minimal wires exposed under the front passenger seat. These wires are safe to touch as they are fully insulated, however, please avoid tugging or pulling on wires (e.g., during cleaning), as it could impact screens' power source.

Vehicle Wraps

Instructions will be provided to Customer by Via on a campaign-by-campaign basis.