November 20, 2017

Honorable Board of Directors
Marin County Transit District
3501 Civic Center Drive
San Rafael, CA 94903

SUBJECT: Agreement with NoMad Transit, LLC for On-Demand Transportation Scheduling Software (#171837)

Dear Board Members:

RECOMMENDATION: Authorize General Manager to Sign a No Fee Agreement with NoMad Transit, LLC to develop a pilot application for on-demand services.

SUMMARY: Staff is requesting your Board authorize the General Manager to enter into a no fee agreement with NoMad Transit, LLC, a wholly-owned subsidiary of VIA Transportation, Inc. to provide a cloud-based technology platform for scheduling and dispatch of on-demand transit service. The software will enable riders to use a smartphone app or a phone call to request a shared-ride service. The service will be delivered using District-operated vehicles under a current operations contract. This agreement will enable staff to work with VIA to develop the most appropriate use of the technology for existing or new services within Marin County.

BACKGROUND: Staff has closely followed emerging mobility trends to determine how new technologies and service models can better serve transit riders in Marin County. These solutions include on-demand, shared-use transportation and rider communication tools made popular by Transportation Network Companies (TNCs), such as Lyft and Uber, that dynamically match passengers with vehicles. Through research and outreach, District staff have developed criteria for evaluating Marin Transit's role in developing pilots and/or partnerships to test emerging mobility options.

This letter summarizes the benefits of on-demand transportation, and introduces a partnership opportunity between Marin Transit and

NoMad Transit, LLC to design an innovative service that will complement existing public transportation options and serve unmet needs.

What is On-Demand Transportation?

On-demand transportation or ride-hailing services provide personalized transportation services based on a specific pickup and drop-off request. These services typically operate curb-to-curb, and requests are made and fulfilled dynamically in real-time using a smart phone app. The most prevalent examples in the Bay Area are Uber, Lyft, and Chariot.

Compared to traditional fixed route and demand response public transportation (paratransit, Dial-A-Ride, etc.), on-demand transportation offers attractive opportunities to both the rider and service provider. These include:

- **Flexible trip scheduling for curb-to-curb rides.** Traditional demand response services that offer curb-to-curb service typically require reservations with a minimum of one day's notice. The transportation provider requires these advance reservations to develop "static" schedules for their drivers and vehicles. This ensures supply and demand is balanced, and transportation will be reliably provided. On-demand transportation services supported by software like VIA's use a sophisticated algorithm that instantly matches passengers with others in a vehicle following an optimized flexible route that minimizes detours and delays. Dynamic scheduling increases productivity beyond what is possible with static scheduling, and provides the rider with more flexibility.

  While fixed route offers riders a same-day service without reservation, vehicles do not typically deviate from the route to provide curb-to-curb pickup and drop-off.

- **Enhanced rider communication tools.** Because drivers use static schedules and manifests, riders on traditional demand response services such as Marin Access paratransit are given a 30-minute pickup window to expect their vehicle to arrive. On platforms like VIA, an arrival estimate is provided through the smart phone app with updates as the vehicle gets closer to the pickup location. These apps also have the ability to provide information resources for the rider including the physical location of the vehicles, vehicle type, and customer service rating.

- **Automated fare payment**. App-based on demand services require riders to set up an account prior to riding. Each rider account is associated with a credit card. Payment is automatically deducted on completion of the trip, and this eliminates the need for an operator to handle cash or make change. Requiring cash fares can be inconvenient for both riders and providers as it slows operations and requires additional resources to process.

Partnership with VIA

Marin Transit has made technology investments to better inform riders and improve operational efficiencies. Clipper Smart Fare Cards enable riders to travel without carrying cash and provides

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an integrated payment system across all Bay Area transit providers. The District recently invested in scheduling software for demand response paratransit service. This software enables paratransit riders to track their bus, request reminders of their upcoming trip, and allow electronic fare payment. The District's current operations do not support the ability for riders to dynamically request trips and have drivers respond in real-time.

In Summer 2017, Golden Gate Transit and Marin Transit initiated discussions with VIA Transportation, Inc to discuss a hybrid option for providing on-demand transportation services. This hybrid model relies on a smartphone app and driver app technology for services provided using District owned vehicles operated through current contracts. In comparison to a subsidy-only program (voucher or coupon code), this hybrid model will enable the District to control:

- Driver training, screening, and support to riders outside the vehicle;

- Vehicle design and maintenance, including wheelchair accommodation;

- Fares and fare policy, including the ability to accept cash and recognize transfer agreements with other transit services;

- Routing and operational policies, including where the service is available, limitations on trip distance, etc.; and

- Reporting metrics and data access.

VIA has implemented or is in the process of implementing similar partnerships with public transit agencies throughout the country. In Austin, Texas, Capital Metro relies on a Pickup app powered by VIA. The Pickup app enables riders to arrange on-demand transit service anywhere within its service zone, including key shopping destinations and a rail station. The program serves three neighborhoods previously served by a traditional Dial-A-Ride service, and has increased productivity and overall ridership.

Next Steps

Staff will work with VIA to develop a scope for the most appropriate use of the technology on existing or new services. VIA and District staff will develop and customize every aspect of the service from operating hours and service zones to fare structure and wheelchair accessibility. When the application is fully defined, staff will bring a recommendation for a pilot project to your Board for approval.

Staff will consider lessons learned from peers and needs identified in the Short Range Transit Plan. They will identify areas where on-demand services will benefit seniors and those with disabilities who cannot rely on other forms of mobility. Staff will consider whether there are opportunities to improve first and last mile connections with local and regional transit services and avoid duplicating existing services. Once the pilot service is implemented, VIA will share operations data with the District to inform program evaluation, future planning, and investments.

FISCAL IMPACT: There is no fiscal impact associated with this item.

Respectfully submitted,

Robert Betts

Director of Operations and Planning

Attachment A: Agreement with NoMad Transit, LLC.

**MASTER TERMS AND CONDITIONS FOR THE LICENSE OF THE VIA
SOLUTION AND SUPPORT SERVICES**

THESE MASTER TERMS CONDITIONS FOR THE LICENSE OF 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 NoMad Transit LLC, a Delaware limited liability company with its principal office located at 10 Crosby Street, 2nd Floor, New York, New York 10013 and a wholly-owned subsidiary of Via Transportation, Inc. ("**Via**"), and Marin County Transit District ("**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. The parent entity of 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. The Via group 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, the parent entity of 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 to third party operators of private and public transportation networks.

1.2 Customer Background. Customer operates, for the benefit of prospective and actual passengers (collectively, "**Passengers**"), 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, customization and localization, 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**"). The Via Solution may be customized or localized as may be required by Customer for deployment in a specific geographic area. While all the Applications are cloud-based, certain of them are deployed via download to handheld mobile devices used by Passengers 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.

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(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 Passengers, 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 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 (the "**Initial Notice**"). 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, 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 Passengers' consent to the collection and use of such

information, including its onward transfer, in the manner required for Via and its agents to perform hereunder. Customer shall be solely responsible for displaying a privacy policy to Passengers 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 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 future marketing and promotional materials; provided that any press release announcing the execution of this Agreement or the parties' collaboration shall require both parties' prior written approval. 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 in Via, Via hereby assigns to Customer 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 (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

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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 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 authorised 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 Personal Data, 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**." 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.

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 park 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 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 (OR, IF FEES ARE WAIVED BY VIA UNDER ANY ORDER, THE AMOUNT THAT WOULD HAVE BEEN PAID OR PAYABLE IF VIA HAD CHARGED THE LIST PRICES SET FORTH IN SUCH ORDER). 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 8.2 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 (or, if fees are waived by Via under any Order, the aggregate amount that would have been owed if Via had charged the list prices set forth in such Order), 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, Passengers 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.

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.

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. <u>DISPUTE RESOLUTION; GOVERNING LAW</u>.

The laws of the State of California 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 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 San Francisco, California 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. The Marin County Superior Court shall have the authority to resolved any dispute relating to the interpretation, applicability, enforceability, or formation of this arbitration agreement, or seeking equitable or declaratory relief under this Agreement.

13. <u>MISCELLANEOUS</u>.

These Terms and Conditions and each Order may be signed in separate counterparts deemed to be one instrument. 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 name and logo 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. 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. <u>ENTIRE AGREEMENT AND SURVIVAL</u>.

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.

15. 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 Passengers 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 therefor.

"**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.

"**Passengers**" is defined in Section 1.2.

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

"**Security Program**" is defined in Section 6.2.

"**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.

SIGNATURES OF THE PARTIES APPEAR ON THE IMMEDIATELY FOLLOWING PAGE.

Item 7

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

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

VIA: <u>NOMAD TRANSIT LLC</u>	CUSTOMER: <u>MARIN TRANSIT</u>
_____ AUTHORIZED SIGNATURE	_____ AUTHORIZED SIGNATURE
_____ PRINTED NAME	_____ PRINTED NAME
_____ TITLE	_____ TITLE
_____ DATE SIGNED	_____ DATE SIGNED

CUSTOMER LEGAL NAME	**MARIN COUNTY TRANSIT DISTRICT**
CUSTOMER PRINCIPAL BUSINESS ADDRESS	**711 GRAND AVE, SAN RAFAEL, CA 94901**
CUSTOMER STATE OF INCORPORATION	**CALIFORNIA**
CUSTOMER CONTACT INFORMATION FOR NOTICES	**NANCY WHELAN, GENERAL MANAGER** **415.226.0864** **NWHELAN@MARINTRANSIT.ORG**

MARIN TRANSIT PILOT SERVICE ORDER[1]

1. *Purpose; Scope*

By this service order (the "**Order**"), Via and Marin Transit agree to collaborate towards the operation by Marin Transit of a pilot project (the "**Pilot**") in Marin County, California (as described below) for up to 12 months following launch thereof.

For purposes of the Pilot, Via will provide (in accordance with and subject to the Terms):

(a)   The use of the Via Solution, comprised of:
- Via's fully localized dynamic vehicle routing and real-time passenger aggregation system
- Downloadable Marin Transit-branded (or such alternative brand as advised by the Marin Transit) rider iOS and Android apps, including a Pre-booking option – co-branded as "powered by Via" in a prominently displayed banner headlined by the service name/logo elected by Marin Transit
- iOS & Android driver app
- Backend administration tools
- Ongoing technical, operational, and marketing support
- Analytics tools and reporting

(b)   For a service zone up to twenty-five square miles in area (to be jointly identified by the parties during the planning and design stages of the Pilot) with up to ten (10) vehicles provided and operated by Marin Transit or its contractors.

(c)   The following Support Services:

Installation Services	Description*
Localization for new city	Optimize dynamic vehicle routing and real-time passenger aggregation algorithm; configure backend (billing, payment, and database); build detailed map; input traffic model; define service zone, including pickup and drop-off points; update monitoring tools; customize rider and/or driver apps
Testing and quality assurance	Remote and on-the-ground testing of all Via systems before launch
Develop service model	Build a launch plan and customer acquisition strategy
Train local personnel and oversee launch	Instruction for drivers, dispatchers, and managers in Via's best practices; onsite and remote launch support

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[1] All capitalized terms used but not defined herein shall have the meaning set forth in the Master Terms and Conditions for the license of the Via Solution signed by Via and Marin Transit (the "**Terms**").

* Installation-related services described above will initially be performed remotely, and subsequently in person by Via personnel for a limited period around launch. Thereafter, services will continue to be performed remotely as applicable.

Ongoing Services	Description
License to tech modules	Access to Via's tech stack, including rider, driver, and backend modules
Fleet optimization enhancement - driver module	Dynamic and predictive routing and supply rebalancing
Virtual bus stop architecture - rider module	Maintenance and update of optimal pick-up points
Automatic product upgrades	Receive regular software updates
Cloud hosting and third-party tools	Amazon Web Services, Twilio, analytics and communications software tools
Expert operations and marketing support	Includes offsite service optimization and data-driven marketing consulting
Analytics and reporting	Robust real-time, periodic, and custom reporting
Tech support and maintenance	Dedicated customer success Via point of contact based in New York City will provide same-day response for non-critical issues between 9 am and 6 pm ET and 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 both during and outside of the normal hours set forth above.

Marin Transit will operate and manage the Pilot as set forth in the Terms, cooperate with Via in all respects and support Via's team by providing any useful local insights.

While this Order only covers the Pilot, the parties will discuss in good faith similar deployments in subsequent areas and, if applicable, execute separate service orders or statements of work with respect to such areas.

2. *Duration*

The Pilot shall be for a duration of 12 months.

3. *Fees*

Via is waiving all fees for the Pilot, as shown below:

Installation Fee	*$41,000*	**Waived**

Monthly Fee per Vehicle (five vehicle minimum)	~~$680~~	**Waived**
Fee per ride	~~$0.20~~	**Waived**

4. Optional Additional Features and Customization

If Marin Transit identifies additional features or customizations that the Via Solution, as used in the Pilot, could benefit from, it may bring up a request to the Via relationship manager(s), and the parties will discuss in good faith the potential development of such features by Via. If mutually agreed by the parties, Via will develop and add the relevant features to the Via Solution provided for use in the Pilot.

5. Relationship Managers

- Via: Zack Wasserman, and additional expansion team members to be designated by Via
- Marin Transit: Robert Betts

VIA: NOMAD TRANSIT LLC

_____
AUTHORIZED SIGNATURE

_____
PRINTED NAME

_____
TITLE

_____
DATE SIGNED

CUSTOMER: MARIN TRANSIT

_____
AUTHORIZED SIGNATURE

_____
PRINTED NAME

_____
TITLE

_____
DATE SIGNED