

Exhibit A (Scope of Services)¹ AMENDED

Date: _____

1. Purpose; Scope

By this service order (the “**Order**”), River North Transit, LLC (“**Consultant**”), a wholly owned subsidiary of Via Transportation, Inc. (“**Via**”) and The City of Norman, Oklahoma (“**City**”) agree to collaborate towards the initiation of City’s demand response transit service in Norman, Oklahoma (as agreed upon by the parties during the planning and design stages of the Pilot) for twelve months following launch thereof, subject to extension by mutual agreement of the parties.

In accordance with the Agreement, Consultant will provide City with technology and technology-enabled integration services (the “**Services**”), acting as a broker coordinating the services of third party service providers to effectuate the on-demand transit service (the “**Pilot**”). Consultant will contract with third party service providers to effectuate such integration, including with fleet managers, vehicle suppliers, driver partners, background check providers, customer service support agencies, a payment processor and insurance brokers and underwriters. Consultant’s Services will include:

- Localization of a proprietary cloud-based dynamic vehicle routing and real-time passenger aggregation system;
- Access to the Via mobile rider application (iOS and Android) for individuals using the City’s service (“**Riders**”) to book and pay for rides through a smartphone;
- Access to booking via a dedicated phone line for Riders who do not have access to a smartphone;
- Access to the Via mobile driver application for drivers to route and service rides through a smartphone or tablet;
- Establish relationship with vehicle rental company (“**Vehicle Partner**”) to provide access to vehicles on a rental basis to independent contractor driver partners (“**Driver Partners**”) who shall provide transportation services;
- Accompanying technical and operational support service;
- Marketing and outreach initiatives as described herein.
- Data sharing and reporting as described herein.

¹ All capitalized terms used but not defined herein shall have the meaning set forth in the Agreement for Microtransit Services signed by River North Transit, LLC and the City (the “**Terms**”).

Conflicts between this Service Order and any other terms and conditions or written agreements between the parties shall be resolved in favor of this Service Order.

2. Duration & Launch Date

The duration of the Pilot shall last for a period of 12 months following the launch date (the “**Initial Term**”), subject to extension by mutual agreement of the parties on terms to be agreed (including any increase in monthly fees for additional months).

The City will provide written notice to proceed to Consultant at least 8 weeks prior to service launch. For the avoidance of doubt, notice to proceed can only be written by City once the contract and appendices (including the Order) are final and signed, and any necessary local and regulatory approvals have been received or registrations completed. Upon receipt of such written notice to proceed, Consultant will commence local preparation for launch (“**Launch Preparation Period**”). Service operation will begin on a mutually agreeable date, no earlier than August 21, 2023, unless Consultant and the City define an alternative mutually agreeable date in writing (“**Launch Date**”).

3. Fees

The Fees for the service described in this Order are:

The table below outlines the payment structure, in which City would be charged an upfront fee, ongoing monthly fees based on vehicle hours. All regulatory fees related to the service will be charged as a pass-through cost. The Pilot shall include a fleet of vehicles as described in Section 4, Service Parameters, subject to extension by mutual agreement of the parties on terms to be agreed (including any change in fees). The total contract value shall not exceed \$760,543 for the initial contract term.

Norman, OK: Via Total Not-to-Exceed Contract Value		
	Price per Driver Hour	Total Price
Fixed (Upfront) Costs	N/A	\$83,078
Total Upfront Cost	//////	\$83,078
Project Management & Other Operations*	\$32.83	\$234,538
Driver Pay (Incl. WAV)	\$56.11	\$400,850
Customer Service	\$5.89	\$42,078
Total Cost per Driver Hour	\$94.83	\$677,466
Total Not-to-Exceed Cost to Norman, OK		\$760,543

Note: Pricing excludes all taxes and assumes service hours of: August 21, 2023 to May 11, 2024 - 7:00 PM to 1:00 AM on Monday through Wednesday; 7:00 PM to 3:00 AM on Thursday through Saturday; 10:00 AM to 6:00pm on Sundays. All other days during the term of the Agreement 7:00 PM to 1:00 AM on Monday through Saturday; 10:00 AM to 6:00pm on Sundays

* Includes IT hosting, technology access, operations support, and other miscellaneous costs.

Driver Hours Summary:

Total Implied Driver Hours	7,145
Total Implied Driver Hours (Weekly)	137

Service Hours Summary:

Total Implied Service Hours	2,528
Total Implied Service Hours (Weekly)	49

City will be billed for the above fees as described below. Fees assume Launch Date occurs within four months of contract signing. If the Launch Date is delayed beyond four months of contract signing, Consultant may opt to renegotiate the fees. Ongoing Invoice Fees will be billed payable in advance on the first of the month and as further specified below. City shall pay the following fees to Consultant:

Fixed (Upfront) Costs

City shall pay to Consultant a non-refundable installation fee of \$83,078, which will be payable in full upon signing of this Agreement. In addition to technology localization costs, installation fee includes WAV retrofits and vehicle wraps. Should City require additional WAV retrofits or vehicle wraps, Consultant will bill City as incurred.

Ongoing Invoice Fees

City shall be responsible for monthly ongoing fees of \$94.83 per vehicle hour (the “**Monthly Subscription Fees**”). A vehicle hour is defined as each hour during which a driver is paid on the Via platform. All fees set forth herein shall be payable by City on a net thirty-day basis. If Consultant does not receive timely payment, Via Entity may suspend Via Entity’s performance and seek cost of collection, including reasonable court ordered attorneys’ fees.

Consultant will provide City with an invoice statement showing the calculation of the Monthly Subscription Fees incurred based on the actual number of vehicle hours that Driver Partners performed during that month in the form attached hereto as Exhibit B. The City hereby agrees that the sample invoice form set forth on Exhibit B is satisfactory to City, both in substance and format, and sufficient to process invoicing such that questions regarding invoice or invoice support

format will not delay payment to Consultant. If City requires additional invoice support, Consultant can use best efforts to provide it, and additional costs may apply.

Should changes in applicable federal, state or local law result in a significant change in Consultant's costs, Consultant or City may opt to renegotiate the ongoing monthly fees. Should changes in applicable market dynamics result in an increase in Consultant's cost per hour of 10% or more to any of the following categories, compared to costs at the time of contract signing, Consultant may amend the ongoing on-demand vehicle hour rate accordingly:

- Labor (driver pay)
- Vehicle rental
- Fuel

Should Consultant elect to adjust the per vehicle hour rate, supporting documentation of the relevant cost increases will be provided to City, and the contract will be amended to reflect the new Fee structure and per vehicle hour rate so that, at the discretion of the City, either:

1. The total not-to-exceed contract value is adjusted such that the total not-to-exceed number of vehicle hours remains unchanged, or
2. The total not-to-exceed number of vehicle hours is adjusted such that the total not-to-exceed contract value remains unchanged.

Fare Revenue

Fare revenue collected (net of processing fees), will be reflected as a credit on the City's invoice on a one month lag.

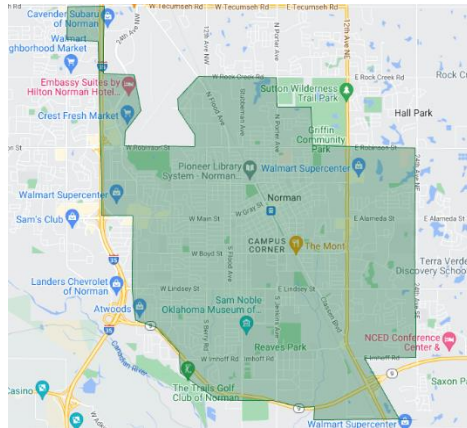
Launch Delay

If the Launch Date is delayed for more than a month by City for any reason, City shall be responsible for paying Consultant for any actual out of pocket costs incurred by Consultant in preparation for launch (the "**Upfront Costs**") and a \$2,000 technology fee for the cost of maintaining the technology infrastructure for City's deployment during the period of delay (the "**Technology Fee**"). The Upfront Costs shall be payable within thirty days from the date City notifies Consultant of the delay and the Technology Fee shall be payable monthly at the beginning of the month in which it is incurred.

4. Service Parameters

Consultant will provide access to a platform service (the "**Platform**") through which Riders will be able to book and pay for rides on a shared and on-demand basis; and dedicated vehicles will be offered by the Vehicle Provider to Driver Partners on a rental basis.

- **Geographic Coverage Zone:** Approximately 16.7 square miles coverage zone in Norman, OK with an approximate shape as indicated in the image below. The final zone will be determined by mutual agreement between City and Consultant.



- **Service Days/Hours:**
- August 21, 2023 to May 11, 2024
 - 7:00 PM to 1:00 AM on Monday through Wednesday; 7:00 PM to 3:00 AM on Thursday through Saturday; 10:00 AM to 6:00pm on Sundays
 - All other days during the term of the Agreement
 - 7:00 PM to 1:00 AM on Monday through Saturday; 10:00 AM to 6:00pm on Sundays
- **Rider Fare:** The baseline rider fare will be \$2.00. Certain riders will be eligible for free rides during the hours of 10:00 PM to 3:00AM on Thursday through Saturday. A list of such riders or method to validate riders eligible for free rides will be provided to Consultant by the City at minimum 3 weeks prior to launch. During the duration of the launch process and the Pilot, rider fare may be amended by mutual agreement between City and Consultant.
- **Payment:** Consultant will ensure acceptance of Rider payment through the app via credit cards and pre-paid debit cards.
- **Fleet:** The Vehicle Provider will offer a fleet of up to five (5) branded, licensed and insured vehicles, to be made available to independent contractor Driver Partners, who will be able to gain access to these vehicles after being registered onto the Platform. One of these five (5) vehicles will be treated as a spare vehicle, which will only be used if one of the core fleet vehicles becomes inoperable. If the branded vehicle fleet is not sufficient to meet service requirements for any reason, Consultant may supplement the fleet with a temporary fleet that would include other makes and models, as necessary in order to increase the supply of vehicle hours. Such vehicles may be unwrapped and identified by magnets.

During the Term of the Agreement, Service Parameters may be modified based on mutual agreement between City and Consultant. City shall be responsible for any cost incurred by Consultant as a result of such changes.

Consultant will ensure the execution of the necessary registrations and licensing to perform the Services, with the cooperation and assistance of the City.

Parking: City shall identify and make available a depot or parking lot with ample overnight parking (at minimum 9 spaces) for the dedicated fleet along with spaces for Driver Partners' personal vehicles. The depot/lot must be in a safe and lighted area inside the boundaries of the service zone.

Drivers will be assigned an access device to the City lot. Consultant will be required to sign an agreement with City for each assigned access device. Consultant will be responsible for any replacement or system costs caused by lost or damaged access devices used by Consultant's drivers. The cost to replace lost or damaged devices will be no more than \$5 per device.

5. Project Team & Governance

Consultant will be responsible for the integration of all relevant elements of the Pilot on a continuous basis during the course of the Pilot and will designate a project manager for this purpose (the "Consultant Project Manager") who will lead Consultant's Project Team. City will designate a project manager to be the primary point of contact with Consultant throughout the duration of the Pilot (the "City Project Manager"). The Consultant Project Manager will be in regular contact with the City Project Manager through informal and scheduled project meetings.

The Consultant Project Manager will be empowered to enact day-to-day decisions related to the Services and will serve as the primary point of contact with the City Project Manager on an ongoing basis. The Consultant Project Manager will appoint members to the Project Team to assist in the integration of the various elements of the Pilot, to include personnel with expertise in service scoping, independent contractor driver outreach and registration to the Platform, fleet maintenance procurement, marketing, and data analytics. For the avoidance of doubt, the Consultant Project Manager will have no power to serve notice or amend the Agreement, or this Order.

Leading up to the launch of, and during the course of the Pilot, Consultant's Project Team, led by the Consultant Project Manager, will liaise with the City Project Manager over the key deliverables of this Order and to endeavor to maximize ongoing service optimization.

6. Driver Partner Registration & Supply Management

Consultant will source Driver Partners to provide transportation services to City through the Platform. Consultant will engage in a good faith effort to register Norman residents as Driver Partners.

Consultant will ensure that Driver Partners have appropriate licenses, permits, and insurance required for the type of vehicles being operated. As part of Driver Partner registration for access to the Platform, all Driver Partners will be introduced to Consultant with the following areas covered: familiarization with the Pilot service areas; hours of service; City's expectations as set out in the Norman Microtransit Pilot Program RFP and Via's proposal; use of the Driver App; and reporting incidents and delays in service.

Consultant will be responsible for ensuring that there is adequate driver supply for each service zone within designated hours to meet demand with optimal quality of service, given constraints.

7. Rider and Driver Partner Support

Consultant will ensure the provision of customer service and support for Driver Partners and Riders on issues that arise in connection with use of the Platform.

Following each ride, the Rider will be prompted to submit a ride rating with feedback in the app. If an issue arises for a Rider or Driver Partner before, during, or after a ride, these parties will be able to reach customer support staff by phone, or by submitting an email ticket, which will be replied to promptly by such customer support staff through Via's global consolidated queues.

8. Marketing, Promotions, & Press

Consultant shall work closely with City to determine a unified marketing and promotional program that increases community awareness of the service and maximizes its success.

The Pilot, including the rider app, will be co-branded as "powered by Via". The "powered by Via" banner must be used only in the exact format provided by Consultant, and will be prominent on all assets promoting the Pilot, 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. Consultant may provide pre-approved brand assets and guidelines that must be complied with in all marketing communications distributed by the City.

All City-developed content that pertains to Via's brand, technology, and operations must be reviewed and approved in writing (i.e. email) by Consultant before distribution. A minimum of five business days review time must be provided in advance to Consultant for its review.

Consultant shall provide marketing strategy for the Pilot, including the following activities and tactics:

- Develop a marketing plan to guide the overall strategy and tactics to drive Rider awareness, acquisition, and growth.
- Design key marketing collateral (print and digital).
- Design vehicle branding/graphics in coordination with the City.
- Create virality by providing an intuitive and frictionless referral program with customizable incentive structures that creates opportunities for Riders to become the service's biggest ambassadors.
- Develop street marketing programs to effectively drive hyper-local awareness of the service.
- Manage digital marketing campaigns to build awareness and drive service adoption.

- Propose and implement in-app promotional programs to drive Rider activation, retention, growth.
- City shall assist with the execution of the marketing plan and promotion of the Platform to Riders, and will coordinate closely with Consultant in all respects, including the following activities:
- Develop a media relations plan to drive publicity for the service unique to this area, including a press release and kick-off event that is planned in conjunction with Consultant. All key project messaging used for public relations purposes is to be developed in collaboration with Consultant. Any media announcement on the Pilot will be made available for Consultant's review and approval prior to the Launch Date.
- Implement community outreach plan by meeting with key organizations and community members ahead of Launch Date and throughout the duration of Pilot to educate, build awareness, and garner support for the service.
- Engage with local city leaders and politicians; request support in reaching out to their communities through their own communication channels.

9. Data Sharing & Reporting

Consultant will share data from the Pilot as set forth in Appendix 1 (the "Pilot Data").

The Pilot Data shall be made available in formatted numerical and graphical reports.

For the avoidance of doubt, the information above constitutes proprietary trade secrets of Consultant and Via, and shall be subject to the confidentiality obligations set forth in the Agreement.

Appendix 1 to Service Order**Data Sharing****Authorized Users - Contract**

The below exhibit sets forth the members of the City's "Core Team" who are designated authorized users to directly access the Via Solution and Pilot Data. Any access beyond the members of the Core Team would be in violation of the confidentiality provisions in the Terms.

Exhibit 1.

Core Team	
City of Norman Director of Public Works	Shawn O'Leary
City of Norman Transit and Parking Program Manager	Taylor Johnson
City of Norman Transit Planner and Grants Specialist	Jason Huff
City of Norman Administrative Technician III	Danielle Clark

Data Sharing Plan - Appendix

As part of the service, Consultant will make below data available to members of the City's Core Team for the purpose of performance tracking and program evaluation. Consultant will only share the data in the Via Operations Center and only make it available to members of the Core Team identified to require access. Consultant will not share underlying data through any other method than Via Operations Center access. The data is considered trade secret by Via, and is subject to the confidentiality and other protective provisions set forth in the Terms. The City will provide Via with staff to be allowed access to the system.

To protect Via's intellectual property and the privacy of Riders, Consultant will provide the following data tables and dashboards in the form of aggregated Via Operations Center reports that will be provided for City's access. These reports will be refreshed daily. The reports are aggregated, de-identified and do not include any personal information of Riders.

Section A: STANDARD REPORTING SET	
Dashboard	Data / Graphs provided
<p>Top Level Service Operations Metrics <i>Key service metrics filterable by time period</i></p>	<ul style="list-style-type: none"> ● Total ride requests: the total number of attempts by riders to book a ride (or delivery) from an origin to a destination. ● Requests during service hours: “Total ride requests” made during service hours. ● Met Demand: the total number of Ride Requests that received a ride proposal. ● Met Demand Rate: ‘Met Demand’ out of ‘Total ride requests,’ as a percentage. ● Completed rides: the total number of riders (including additional passengers) successfully transported. ● Completed Rides Rate: ‘Completed Rides’ out of ‘Total ride requests,’ as a percentage. ● Utilization: the average number of passengers transported per vehicle per hour.
<p>Service Operations Metrics Graphs <i>Graphs/visualization of key metrics by day, week, month, or specific days of the week</i></p>	<ul style="list-style-type: none"> ● Met Demand: total number of Ride Requests broken out by met demand and rides unable to fulfill. ● Detailed Ride Requests Status: A detailed breakdown of the outcome for each Ride Request (e.g., completed, canceled, no show) ● Utilization: the average number of passengers transported per hour by day
<p>Rider Experience <i>Snapshot of quality of service and rider experience</i></p>	<p><i>Top Level Metrics</i></p> <ul style="list-style-type: none"> ● Average Ride Duration: average time in minutes from pickup to dropoff (displayed for completed rides only). ● Average Ride Rating: average ride rating provided by riders (out of 5 stars). ● Average Pickup Walking Distance: walking distance from the origin requested by the rider to the actual pickup location assigned. <p><i>=Rider Experience Graphs (filterable by day, week, month)</i></p> <ul style="list-style-type: none"> ● Average Ride Duration

	<ul style="list-style-type: none">● Average Ride Distance● Average Ride Rating● Average Pickup Walking Distance
<p>Data Generator: Ride Request Table <i>Detailed table of every ride request made for the service</i></p>	<p><i>Data Columns in Table</i></p> <ul style="list-style-type: none">● Request Creation Date● Request Creation Time● Request ID● Request Status● Rider ID● Wheelchair Accessible● Number of Passengers● Origin Address● Origin Latitude● Origin Longitude● Destination Address● Destination Lat● Destination Long● Ride Price● Ride Distance● Ride Duration (min)

**Exhibit B
Invoice and Data Backup**

Invoice

Date

Invoice #

**River North Transit, LLC
Via Transportation, Inc.
10 Crosby Street, Floor 2
15
New York, NY 10013
United States**

**Terms Net
Due Date
PO #
Billing Period**

**Bill To
City of Norman, Oklahoma
201 W Gray St,
Norman, OK 73069**

Description	Rate	Quantity	Amount
Total Vehicle Hours			

Total

**Please make checks payable to:
River North Transit LLC
P.O. Box
7410493
Chicago,
IL 60674-
0493**

City - Vehicle Hours Support

Support for all invoicing shall be provided using the template below. The table shall include vehicle hours and corresponding vehicle ID per vehicle for each day of the month in which the deployment and such vehicle is in service. This template is standard and will contain the information shown below. Any invoice-related questions can be directed to ar@ridewithvia.com.

CONFIDENTIAL

Date	Driver ID	Van ID	Van Hours
7/1/2021	14	34	6.05
7/1/2021	68	14	8.07
7/1/2021	79	15	13.89
7/2/2021	37	15	5.49
7/2/2021	37	35	5.15
7/2/2021	68	15	8.37
7/2/2021	70	14	5.56
7/2/2021	71	35	9.02
7/5/2021	28	35	5.15
7/5/2021	30	14	7.84
7/5/2021	63	35	6.47
7/6/2021	28	35	14.75
7/6/2021	63	15	6.01
7/6/2021	79	15	8.28
7/7/2021	14	35	8.65
7/7/2021	79	15	15.01
7/8/2021	14	35	15.82
7/8/2021	39	15	7.90
7/8/2021	79	15	6.02
7/8/2021	82	14	8.35
7/9/2021	39	15	8.14
7/9/2021	82	14	8.38
7/9/2021	88	15	6.19
7/12/2021	14	35	8.50
7/12/2021	48	14	6.01
7/12/2021	63	14	8.03
7/12/2021	79	15	14.86
7/13/2021	14	15	8.52
7/13/2021	14	35	7.19
7/13/2021	37	35	0.70
7/13/2021	63	14	6.58
7/13/2021	68	15	6.31
7/14/2021	14	35	8.49
7/14/2021	53	35	5.49
7/14/2021	63	14	6.22
7/14/2021	88	14	4.87
7/15/2021	14	35	8.53
7/15/2021	39	14	6.36
7/15/2021	68	15	6.35
7/15/2021	82	14	8.50
7/16/2021	28	35	15.41
7/16/2021	79	15	15.34
7/16/2021	82	14	8.20
7/16/2021	86	14	5.94
7/19/2021	48	14	6.50
7/19/2021	53	35	7.95
7/19/2021	88	14	7.85
7/20/2021	28	12	14.80
7/20/2021	35	15	8.14
7/20/2021	63	14	6.25
7/20/2021	63	15	6.85
7/20/2021	88	14	7.71
7/21/2021	39	12	7.83
7/21/2021	63	15	7.01



CONFIDENTIAL

Date	Driver ID	Van ID	Van Hours
7/21/2021	88	14	7.37
7/22/2021	39	12	8.11
7/22/2021	79	15	7.48
7/22/2021	82	22	8.33
7/22/2021	88	15	6.66
7/23/2021	28	12	15.04
7/23/2021	79	15	15.21
7/23/2021	82	22	14.26
7/26/2021	63	12	15.25
7/26/2021	79	15	14.16
7/26/2021	86	22	6.15
7/26/2021	88	22	7.57
7/27/2021	28	12	15.19
7/27/2021	63	22	4.48
7/27/2021	79	15	7.82
7/27/2021	88	22	8.03
7/28/2021	48	12	6.69
7/28/2021	63	12	8.61
7/28/2021	79	15	14.92
7/28/2021	88	22	7.86
7/29/2021	70	12	6.14
7/29/2021	70	22	6.04
7/29/2021	79	15	7.73
7/29/2021	88	22	7.83
7/30/2021	28	12	7.04
7/30/2021	63	12	7.55
7/30/2021	63	15	5.32
7/30/2021	86	22	5.19
7/30/2021	88	22	7.85
Total			701.73

