

CITY OF RICHMOND STANDARD CONTRACT

Department: Transportation Services	Project Manager: Denée Evans
Project Manager E-mail: denee.evans@ci.richmond.ca.us	Project Manager Phone No: (510) 621-1718
PR No: Vendor No:	P.O./Contract No:
Description of Services: Technology and technology-enabled integration services for On Demand Local Electric Shuttle	

The parties to this STANDARD CONTRACT do mutually agree and promise as follows:

- Parties.** The parties to this Contract are the City of Richmond (herein referred to as the “City”) and the following named Contractor:
Nomad Transit, LLC

Company Name:

Street Address: 10 Crosby Street, Floor 2

City, State, Zip Code: New York, NY 10013

Contact Person: Garrett Brinker

Telephone: (574) 286-4710

Email: Garrett.brinker@ridewithvia.com

Business License No:

/ Expiration Date:

A California ☐ corporation, ☐ limited liability corporation ☐ general partnership, ☐ limited partnership, ☐ individual, ☐ non-profit corporation, ☐ individual dba as [specify:] _____, ☒ other [specify:] Delaware LLC

- Term.** The effective date of this Contract is October 1, 2021 and it terminates July 7, 2024 unless terminated as provided herein.
- Payment Limit.** City’s total payments to Contractor under this Contract shall not exceed \$ 1,000,000. City shall not pay for services that exceed the Contract Payment Limit unless a contract amendment has been approved by the City Council or City Manager.
- Contractor’s Obligations.** Contractor shall provide those services and carry out that work described in the Service Plan (Exhibit A) which is attached hereto and is incorporated herein by reference, subject to all the terms and conditions contained or incorporated herein.
- City’s Obligations.** City shall make to the Contractor those payments described in the Payment Provisions (Exhibit B) which are attached hereto and are incorporated herein by reference, subject to all the terms and conditions contained or incorporated herein.

6. Authorized Representatives and Notices. This Contract is subject to the Authorized Representatives and Notices Provisions (Exhibit C) which are attached hereto and are incorporated herein by reference.
7. General Conditions. This Contract is subject to the General Conditions (Exhibit D) which are attached hereto and are incorporated herein by reference, subject to all the terms and conditions contained or incorporated herein.
8. Special Conditions. This Contract is subject to the Special Conditions (Exhibit E) (if any) which are attached hereto and are incorporated herein by reference, subject to all the terms and conditions contained or incorporated herein. (Note: other than Public Works contracts, the City will agree to Special Conditions only in unusual circumstances.)
9. Insurance Provisions. This Contract is subject to the Insurance Provisions (Exhibit F) which are attached hereto and are incorporated herein by reference.
10. Signatures. These signatures attest the parties' Contract hereto:

CITY OF RICHMOND
a municipal corporation

By: Thomas L. Butt
64A4FEAB539E4C0...

Title: Mayor 10/19/2021

I hereby certify that this Contract
has been approved by City Council.

By: Pamela Christian
C6843BFF4A43406...
City Clerk

Approved as to form:

By: Teresa Stricker
7AE7F37F49BF413...
City Attorney

CONTRACTOR:
Nomad Transit, LLC

(* The Corporation Chairperson of the Board,
President or Vice President should sign below)

By: Erin Abrams
F89EDB5082754FA...
Title: Manager

Date Signed: 10/7/2021

(* The Corporation Chief Financial Officer,
Secretary or Assistant Secretary should sign below)

By: _____

Title: _____

Date Signed: _____

(NOTE: Pursuant to California Corporations
Code Section 313, if Contractor is a corporation
or nonprofit organization, this Contract (1) must
be signed by (a) the Chairperson of the Board,
President or Vice-President and (b) the
Secretary any Assistant Secretary, the Chief
Financial Officer or any Assistant Treasurer.

LIST OF ATTACHMENTS:

Service Plan
Payment Provisions
Authorized Representatives and Notices
General Conditions
Special Conditions
Insurance Provisions
Standard Contract/EJ/TE 9-26-07

Exhibit A
Exhibit B
Exhibit C
Exhibit D
Exhibit E
Exhibit F

For the Contract between the City of
Richmond and
Nomad Transit, LLC

EXHIBIT A SERVICE PLAN

Contractor shall, to the satisfaction of the Transportation Department, perform the following services and be compensated as outlined below:

See the attached Transit-as-a-Service Order. Per the terms of the CMO Voucher program, Nomad Transit is to provide up to one year of program development assistance, up to two years of shuttle operations, and is renewable for the two additional years of service not funded by the Voucher program.

For the Contract between the City of
Richmond and
Nomad Transit, LLC

**EXHIBIT B
PAYMENT PROVISIONS**

{PLEASE NOTE THAT THE CITY OF RICHMOND SHALL NOT PAY FOR SERVICES THAT EXCEED THE CONTRACT PAYMENT LIMIT UNLESS A CONTRACT AMENDMENT HAS BEEN APPROVED BY THE CITY COUNCIL OR THE CITY MANAGER}

1. Provided Contractor is not in default under this Contract, Contractor shall be compensated as provided below.
2. Any and all payments made pursuant to this Contract shall be subject to the Contract Payment Limit. The Payment Limit includes expenses (phones, photo copying, meals and travel etc). Invoices, shall be adequately detailed, based on accurate records, and be in a form reasonably satisfactory to the City. Contractor may be required to provide back-up material upon request.
3. Contractor shall submit timely invoices to the following address:

Attention: City of Richmond, Finance Department - Accounts Payable
Project Manager: Denée Evans Department: Transportation Services
PO Box 4046
Richmond, CA 94804-0046
4. All invoices that are submitted by Contractor shall be subject to the approval of the City's Project Manager, Denée Evans before payments shall be authorized.
5. The City will pay invoice(s) within 45 days after completion of services to the City's satisfaction. The City shall not pay late fees or interest.
6. A Richmond business license shall be obtained before any payment under this Contract shall be authorized and the business license must be kept current during the term of this Contract for payments to continue to be authorized.
7. All insurance coverage required by this Contract shall be provided by the Contractor before this Contract shall be executed by the City. The insurance coverage must be kept current during the term of this Contract for payments to continue to be authorized.

EXHIBIT C
AUTHORIZED REPRESENTATIVES AND NOTICES

1. Notices. All notices, demands, statements, or communications provided for by this Contract shall be in writing and may be delivered by deposit in the United States mail, postage prepaid. Notices to the City shall be addressed to the Department Head and (as delineated below in section 1.1) to the project manager responsible for the administration of or the supervision of the scope of work under this Contract. Notices to the Contractor shall be addressed to the party designated by Contractor (as delineated below in section 1.2). Notice shall be deemed delivered (a) upon personal delivery; (b) as of the fifth business day after mailing by United States certified mail, postage prepaid, addressed to the proper party; or (c) as of 12:00 p.m. on the second business day immediately after the day it is deposited with and accepted by Federal Express, or a similar overnight courier service, addressed to the proper party and marked for next business day morning delivery. For the purposes of this Contract, a "business day" means any day Monday through Friday that is not a holiday recognized by the federal government or the State of California.
1. 1 CITY hereby designates as its Authorized Representative the Project Manager whose name and address are as follows:
- Denée Evans
- City of Richmond
- 440 Civic Center Plaza, 2nd Floor
- Richmond, CA 94804-0046
1. 2 CONTRACTOR hereby designates as its Authorized Representative the Project Manager whose name and address are as follows:
- Garrett Brinker
- Nomad Transit, LLC
- 10 Crosby Street, Floor 2
- New York, NY 10013

EXHIBIT D GENERAL CONDITIONS

1. Independent Contractor. Contractor acknowledges, represents and warrants that Contractor is not a regular or temporary employee, joint venturer or partner of the City, but rather an independent Contractor. This Contract shall not be construed to create an agency, servant, employee, partnership, or joint venture relationship. As an independent Contractor, Contractor shall have no authority to bind City to any obligation or to act as City's agent except as expressly provided herein. Due to the independent Contractor relationship created by this Contract, City shall not withhold state or federal income taxes, the reporting of which shall be Contractor's sole responsibility.
2. Brokers. Contractor acknowledges, represents and warrants that Contractor has not hired, retained or agreed to pay any entity or person any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Contract.
3. City Property. The rights to applicable plans, drawings, reports, calculations, data, specifications, videos, graphics or other materials prepared for or obtained pursuant to this Contract, which, upon request, are to be delivered to City within a reasonable time, shall be deemed assigned to City. If applicable, Contractor shall prepare check prints upon request. Notwithstanding the foregoing, Contractor shall not be obligated to provide to City proprietary software or data which Contractor has developed or had developed for Contractor's own use; provided, however, that Contractor shall, pursuant to Section 15 below, indemnify, defend and hold harmless City from and against any discovery or Public Records Act request seeking the disclosure of such proprietary software or data.
4. Patents, Trademarks, Copyrights and Rights in Data. Contractor shall not publish or transfer any materials, discoveries, developments, concepts, designs, ideas, know how, improvements, inventions and/or original works of authorship resulting from activities supported by this Contract without the express prior written consent of the City Manager. If anything resulting from activities supported by this Contract is patentable, trademarkable, copyrightable or otherwise legally protectable, City reserves the exclusive right to seek such intellectual property rights. Notwithstanding the foregoing, Contractor may, after receiving City's prior written consent, seek patent, trademark, copyright or other intellectual property rights on anything resulting from activities supported by this Contract. However, City reserves, and Contractor irrevocably grants, a nonexclusive, fully paid-up, royalty-free, assumable, perpetual, worldwide license, with the right to transfer, sublicense, practice and exploit said license and the right to make, have made, copy, modify, make derivative works of, use, sell,

import, and otherwise distribute under all applicable intellectual properties without restriction of any kind said license.

Contractor further agrees to assist City, at City's expense, in every proper way to secure the City's rights in any patents, trademarks, copyrights or other intellectual property rights relating thereto, including the disclosure to City of all pertinent information and data with respect thereto. Contractor shall also assist City in the execution of all applications, specifications, oaths, assignments, recordations, and all other instruments which City shall deem necessary in order to apply for, obtain, maintain and transfer such rights, or if not transferable, to waive such rights. Contractor shall further assist City in the execution of all applications, specifications, oaths, assignments, recordations and all other instruments which City shall deem necessary in order to assign and convey to City, and any assigns and nominees the sole and exclusive right, title and interest in and to any patents, trademarks, copyrights or other intellectual property rights relating thereto. Contractor further agrees that its obligation to execute or cause to be executed, when it is in Contractor's power to do so, any such instruments or papers shall continue during and at all times after the end of Contractor's services and until the expiration of the last such intellectual property right. Contractor hereby irrevocably designates and appoints City, and its duly authorized officers, agents and servants, as its agent and attorney-in-fact, to act for and in its behalf and stead to execute and file any such applications and to do all other lawfully permitted acts to further the application for, prosecution, issuance, maintenance or transfer of letters of patents, copyright and other registrations. This power of attorney is coupled with an interest and shall not be affected by Contractor's subsequent incapacity.

5. Inspection. Contractor's performance, place of business and records pertaining to this Contract are subject to monitoring, inspection, review and audit by authorized representatives of the CITY, the State of California, and the United States Government.

If the project or services set forth in Exhibit A shall be performed on City or other public property, City shall have the right to inspect such work without notice. If such project or services shall not be performed on City or other public property, City shall have the right to inspect such work upon reasonable notice.

6. Services. The project or services set forth in Exhibit A shall be performed to the full satisfaction and approval of City. In the event that the project or services set forth in Exhibit A are also itemized by price, City, in its sole discretion, may, upon notice to Contractor, delete certain items or services set forth in Exhibit A, in which case there shall be a corresponding reduction in the amount of compensation paid to Contractor.

Contractor shall, at its own cost and expense, furnish all facilities and equipment necessary for Contractor to complete the project or perform the services required herein, unless otherwise provided in Exhibit A.

7. Records. Contractor shall keep and make available for inspection and copying by authorized representatives of the City, the State of California, and the United States Government, the Contractor's regular business records and such additional records pertaining to this Contract as may be required by the City.

Contractor shall retain all documents pertaining to this Contract for a period of five (5) years after this Contract's termination (or for any further period that is required by law) and until all Federal or State audits are complete and exceptions resolved for this contract's funding period. Upon request, CONTRACTOR shall make these records available to authorized representatives of the CITY, the State of California, and the United States Government.

Contractor shall keep full and detailed accounts, maintain records, and exercise such controls as may be necessary for proper financial management under this Contract. The Contractor's accounting and control systems shall be satisfactory to City. Contractor's accounting systems shall conform to generally accepted accounting principles and all records shall provide a breakdown of total costs charged under this Contract, including properly executed payrolls, time records, utility bills, invoices and vouchers. The City shall be afforded prompt access to Contractor's records, books, and Contractor shall preserve such project records for a period of at least five (5) years after the termination of this Contract, or for such longer period as may be required by law.

Contractor shall permit City and its authorized representatives and accountants to inspect, examine and copy Contractor's books, records, accounts, correspondence, instructions, drawings, receipts, subcontracts, purchase orders, vouchers, memoranda and other data relating to the project or services set forth in Exhibit A, and any and all data relevant to this Contract at any reasonable time for the purpose of auditing and verifying statements, invoices, or bills submitted by Contractor pursuant to this Contract and shall provide such assistance as may be reasonably required in the course of such inspection. Contractor shall also allow City access to the record keeping and accounting personnel of Contractor. City further reserves the right to examine and re-examine said books, records, accounts, and data during the five (5) year period following the termination of this Contract; and Contractor shall in no event dispose of, destroy, alter, or mutilate said books, records, accounts, and data in any manner whatever for five (5) years after the termination of this Contract.

Pursuant to California Government Code § 10527, the parties to this Contract shall be subject to the examination and audit of representatives of the Auditor General of the State of California for a period of three (3) years after final payment under this Contract. The examination and audit shall be confined to those matters connected with the performance of this Contract including, but not limited to, the cost of administering this Contract.

8. Changes and Extra Work. All changes and/or extra work under this Contract shall be performed and paid for in accordance with the following:

Only the City Council or the City Manager may authorize extra and/or changed work. Contractor expressly recognizes that other City personnel are without authorization to either order extra and/or changed work or waive contract requirements. Failure of Contractor to secure the authorization for such extra and/or changed work shall constitute a waiver of any and all right to adjustment in contract price due to such unauthorized work and Contractor thereafter shall be entitled to no compensation whatsoever for performance of such extra and/or changed work.

If Contractor is of the opinion that any work which Contractor has been directed to perform is beyond the scope of this Contract and constitutes extra work, Contractor shall promptly notify City of the fact. The City shall make a determination as to whether or not such work is, in fact, beyond the scope of this Contract and constitutes extra work. In the event that City determines that such work does constitute extra work, City shall provide extra compensation to Contractor on a fair and equitable basis. A change order or Contract Amendment providing for such compensation for extra work shall be negotiated between City and Contractor and executed by Contractor and the appropriate City official.

In the event City determines that such work does not constitute extra work, Contractor shall not be paid extra compensation above that provided herein and if such determination is made by City staff, said determination may be appealed to the City Council; provided, however, a written appeal must be submitted to the City Manager within five (5) days after the staff's determination is sent to Contractor. Said written appeal shall include a description of each and every ground upon which Contractor challenges the staff's determination.

9. Additional Assistance. If this Contract requires Contractor to prepare plans and specifications, Contractor shall provide assistance as necessary to resolve any questions regarding such plans and specifications that may arise during the period of advertising for bids, and Contractor shall issue

any necessary addenda to the plans and specifications as requested. In the event Contractor is of the opinion that City's requests for addenda and assistance is outside the scope of normal services, the parties shall proceed in accordance with the changes and extra work provisions of Section 8 of these General Conditions.

10. Professional Ability. Contractor acknowledges, represents and warrants that Contractor and its employees are skilled and able to competently provide the services hereunder, and possess all professional licenses, certifications, and approvals necessary to engage in their occupations. City has relied upon the professional ability and training of Contractor as a material inducement to enter into this Contract. Contractor shall perform in accordance with generally accepted professional practices and standards of Contractor's profession. In the event that City, in its sole discretion, desires the removal of any person employed or retained by Contractor to perform services hereunder, such person shall be removed immediately upon receiving notice from City.
11. Business License. Contractor shall obtain a Richmond Business License before performing any services required under this Contract. The failure to so obtain such license shall be a material breach of this Contract and grounds for immediate termination by City; provided, however, that City may waive the business license requirement in writing under unusual or extraordinary circumstances without necessitating any modification of this Contract to reflect such waiver.
12. Termination Without Default. Notwithstanding any provision herein to the contrary, City may, in its sole and absolute discretion and without cause, terminate this Contract at any time prior to completion by Contractor of the project or services hereunder, immediately upon written notice to Contractor. Contractor may terminate this Contract at any time in its sole and absolute discretion and without cause upon 30 days' written notice to City. In the event of termination by either party, Contractor shall be compensated for: (1) all authorized work satisfactorily performed prior to the effective date of termination; (2) necessary materials or services of others ordered by Contractor for this Contract, prior to receipt of notice of termination, irrespective of whether such materials or services of others have actually been delivered, provided that Contractor is not able to cancel such orders. Compensation for Contractor in such event shall be determined by City in accordance with the percentage of the project or services completed by Contractor; and all of Contractor's finished or unfinished work product through the time of the City's last payment shall be transferred and assigned to City. Additionally, in the event of such termination, the City may proceed with the work in any reasonable manner it chooses.

13. Termination in the Event of Default. Should Contractor fail to perform any of its obligations hereunder, within the time and in the manner provided or otherwise violate any of the terms of this Contract, City may immediately terminate this Contract by giving written notice of such termination, stating the reasons for such termination. Contractor shall be compensated as provided in Section 12 of these General Conditions; provided, however, there shall be deducted from such amount the amount of damage, including attorney's fees, expert witness fees and costs, if any, sustained by City by virtue of Contractor's breach of this Contract. Additionally, in the event of such termination, the City may proceed with the work in any reasonable manner it chooses.
14. Conflict of Interest. Contractor acknowledges, represents and warrants that Contractor shall avoid all conflicts of interest (as defined under any federal, state or local statute, rule or regulation, or at common law) with respect to this Contract. Contractor further acknowledges, represents and warrants that no City official or employee has any economic interest, as defined in Title 2, California Code of Regulations §§ 18703.1 through 18703.5, with Contractor that would invalidate this Contract. Contractor acknowledges that in the event that Contractor shall be found by any judicial or administrative body to have any conflict of interest (as defined above) with respect to this Contract, all consideration received under this Contract shall be forfeited and returned to City forthwith. This provision shall survive the termination of this Contract for one (1) year.
15. Indemnification.
- (a) If this Contract is a contract for design professional services subject to California Civil Code Section 2782.8(a) and Contractor is a design professional, as defined in California Civil Code Section 2782.8(b)(2), Contractor shall hold harmless, defend and indemnify the City, its officers, agents, employees, and volunteers from and against any and all claims, damages, losses, and expenses including attorneys' fees arising out of, or pertaining to, or relating to the negligence, recklessness, or willful misconduct of the Contractor, except where caused by the active negligence, sole negligence, or willful misconduct of the City. To the fullest extent permitted by law, Contractor shall immediately defend and indemnify the City and its officers, agents, employees, and volunteers from and against any and all liabilities, regardless of nature or type, that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Contractor, or its employees, agents, or subcontractors. Liabilities subject to the duties to defend and indemnify include, without limitation, any and all claims, losses, damages, penalties, fines, and judgments; associated investigation and administrative expenses; defense costs, including but not limited to reasonable attorneys' fees; court costs; and costs of alternative dispute resolution. Contractor's obligation to

indemnify applies unless it is finally adjudicated that the liability was caused by the sole active negligence or sole willful misconduct of an indemnified party.

- (b) If this Contract is not a contract for design professional services subject to California Civil Code Section 2782.8(a) or Contractor is not a design professional as defined in California Civil Code Section 2782.8(b)(2), Contractor shall indemnify, defend, and hold harmless the City, its officers, agents, employees and volunteers from any and all claims, suits, or actions of every name, kind and description, brought forth on account of injuries to or death of any person or damage to property arising from or connected with the willful misconduct, negligent acts, errors or omissions, ultra-hazardous activities, activities giving rise to strict liability, or defects in design by Contractor or any person directly or indirectly employed by, or acting as, the agent for Contractor in the performance of this Contract, including the concurrent or successive passive negligence of the City, its officers, agents, employees or volunteers.
- (c) It is understood that the duty of Contractor to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code. Contractor shall be obligated to defend, in all legal, equitable, administrative, or special proceedings, with counsel approved by the City, the City and its officers, agents, employees, and volunteers, immediately upon tender to Contractor of the claim in any form or at any stage of an action or proceeding, whether or not liability is established. An allegation or determination that persons other than Contractor are responsible for the claim does not relieve Contractor from its separate and distinct obligation to defend under this Section 15. The obligation to defend extends through final judgment, including exhaustion of any appeals. The defense obligation includes an obligation to provide independent counsel if Contractor asserts that liability is caused in whole, or in part, by the negligence or willful misconduct of an indemnified party.
- (d) The review, acceptance or approval of the Contractor's work or work product by any indemnified party shall not affect, relieve or reduce the Contractor's indemnification or defense obligations. This Section 15 survives completion of the services or the termination of this Contract. The provisions of this Section 15 are not limited by, and do not affect, the provisions of this Contract relating to insurance.
- (e) Acceptance of insurance certificates and endorsements required under this Contract does not relieve Contractor from liability under this Section 15. This Section 15 shall apply whether or not such insurance policies are determined to be applicable to any such damages or claims for damages.

16. Safety. Contractor acknowledges that the City is committed to the highest standards of workplace safety. Contractor shall perform all work hereunder in full compliance with applicable local, state and federal safety requirements including but not limited to Occupational Safety and Health Administration requirements, and shall assume sole and complete

responsibility for the safety of Contractor's employees and any subContractor's employees. If a death, serious personal injury or substantial property damage occurs in connection with the performance of this Contract, Contractor shall immediately notify the City by telephone.

17. Insurance. Insurance requirements are set forth in Exhibit F to this Contract. Contractor shall abide by the insurance requirements set forth in said Exhibit F.
18. Non-Liability of Officials and Employees of the City. No official or employee of the City shall be personally liable for any default or liability under this Contract.
19. Compliance with Laws. Contractor shall comply with all federal, state and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals, with respect to this Contract, including without limitation environmental laws, employment discrimination laws and prevailing wage laws. Compliance under this provision includes compliance with all provisions of the Richmond Municipal Code ("Municipal Code"), including Chapters 2.50, 2.52, 2.56, and 2.60, if applicable.

Contractor acknowledges that under § 2.60.070 of the Municipal Code ("Living Wage Ordinance"), Contractor shall promptly provide to City documents and information verifying its compliance with the Living Wage Ordinance. Also as prescribed in § 2.60.070, Contractor shall notify each of its affected employees with regards to the wages that are required to be paid pursuant to the Living Wage Ordinance.

Contractor shall comply with § 2.28.030 of the Municipal Code, obligating every Contractor or subcontractor under a contract or subcontract with the City for public work or for goods or for services to refrain from discriminatory employment or subcontracting practices on the basis of race, color, sex, sexual orientation, religious creed, national origin or ancestry of any employee, any applicant for employment or any potential subcontractor.

Contractor acknowledges that the City's Drug Free Workplace Policy, Violence in the Workplace Policy and the Policy Against Workplace Harassment, are available on the City's website at <http://www.ci.richmond.ca.us/workplacepolicies> . Contractor agrees to abide by the terms and conditions of said policies.
20. Limitations upon Subcontracting and Assignment. This Contract binds the heirs, successors, assigns and representatives of Contractor. The Contractor shall not enter into subcontracts for any work contemplated

under this Contract and shall not assign this Contract, nor any portion hereof or monies due or to become due, without the prior written consent of the City Council or its designee.

Contractor acknowledges that the services which Contractor shall provide under this Contract are unique, personal services which, except as otherwise provided herein, Contractor shall not assign or sublet to any other party without the prior written approval of City, which approval may be withheld in City's sole and absolute discretion. In the event that City, in writing, approves any assignment or subletting of this Contract or the retention of subcontractors by Contractor, Contractor shall provide to City upon request copies of each and every subcontract contract prior to the execution thereof by Contractor and subcontractor. Any assignment by Contractor of any or all of its rights under this Contract without first obtaining City's prior written consent shall be a default under this Contract.

The sale, assignment, transfer or other disposition of any of the issued and outstanding capital stock of Contractor (if applicable), or of the interest of any general partner or joint venturer or syndicate member if Contractor is a partnership or joint-venture or syndicate, which shall result in a change of control of Contractor, shall be deemed an assignment. For this purpose, control shall mean fifty percent or more of the voting power or twenty-five percent or more of the assets of the corporation, partnership or joint-venture.

21. Integration. This Contract constitutes the entire agreement between the parties concerning the subject matter hereof and supersedes any previous oral or written agreement; provided, however, that correspondence or documents exchanged between Contractor and City may be used to assist in the interpretation of the Exhibits to this Contract.
22. Modifications and Amendments. This Contract may be modified or amended only by a change order or Contract Amendment executed by both parties and approved as to form by the City Attorney.
23. Conflicting Provisions. In the event of a conflict between these General Conditions and those of any Exhibit or attachment hereto, these General Conditions shall prevail; provided, however, that any Special Conditions as set forth in Exhibit E shall prevail over these General Conditions. In the event of a conflict between the terms and conditions of any two or more Exhibits or attachments hereto, those prepared by City shall prevail over those prepared by the Contractor, and the terms and conditions preferred by the City shall prevail over those preferred by the Contractor.
24. Non-exclusivity. Notwithstanding any provision herein to the contrary, the services provided by Contractor hereunder shall be non-exclusive, and

City reserves the right to employ other Contractors in connection with the project.

25. Exhibits. All Exhibits hereto are made a part hereof and incorporated herein by reference; provided, however, that any language in Exhibit A which does not pertain to the project description, proposal, scope of services, or method of compensation (as applicable) , or any corresponding responsibilities of City, shall be deemed extraneous to, and not a part of, this Contract.
26. Force Majeure. Neither party hereto shall be considered in default in the performance of its obligations hereunder to the extent that the performance of such an obligation is prevented or delayed by reason of acts of God, strikes, boycotts, lock-outs, inability to procure materials not related to the price thereof, failure of power, restrictive governmental laws and regulations enacted after the date of this Contract, riots, civil unrest, acts of terrorism, insurrection, war, declaration of a state or national emergency or other reasons of a like nature not within the reasonable control of such party.
27. Time of the Essence. Time is of the essence of this Contract. Contractor and City agree that any time period set forth in Exhibit A represents their best estimates with respect to completion dates and both Contractor and City acknowledge that departures from the schedule may occur. Therefore, both Contractor and City will use reasonable efforts to notify one another of changes to the schedule. Contractor shall not be responsible for performance delays caused by others, or delays beyond Contractor's control, and such delays shall extend the times for performance of Contractor's work.
28. Confidentiality. Contractor agrees to comply with, and to require its employees, agents and partners to comply with, all applicable State or Federal statutes or regulations respecting confidentially, including but not limited to, the identity of persons served under this Contract, their records, or services provided them, and assures that:
- All applications and records concerning any individual made or kept by Contractor or any public officer or agency in connection with the administration of or relating to services provided under this Contract will be confidential, and will not be open to examination for any purposes not directly connected with the administration of such service.
- No person will publish or disclose or permit or cause to be published or disclosed, any list of persons receiving services, except as may be required in the administration of such service.

29. Third Parties. Nothing herein shall be interpreted as creating any rights or benefits in any third parties. For purposes hereof, transferees or assignees as permitted under this Contract shall not be considered "third parties."
30. Governing Law. This Contract shall be construed in accordance with the law of the State of California without regard to principles of conflicts of law. This Contract is made in Contra Costa County, California, and any action relating to this Contract shall be instituted and prosecuted in the courts of Contra Costa County, California.
31. Nonrenewal. Contractor understands and agrees that there is no representation, implication, or understanding that the services provided by Contractor under this Contract will be purchased or renewed by the City under a new contract following expiration or termination of this Contract, and waives all rights or claims to notice or hearing respecting any failure by City to continue the purchase of all or any failure to continue purchase of all or any such services from Contractor.
32. Claims. Any claim by Contractor against City hereunder shall be subject to Government Code §§ 800 et seq. The claims presentation provisions of said Act are hereby modified such that the presentation of all claims hereunder to the City shall be waived if not made within six months after accrual of the cause of action.
33. Interpretation. This Contract shall be interpreted as if drafted by both parties.
34. Warranty. In the event that any product shall be provided to the City as part of this Contract, Contractor warrants as follows: Contractor possesses good title to the product and the right to transfer the product to City; the product shall be delivered to the City free from any security interest or other lien; the product meets any specifications contained herein; the product shall be free from material defects in materials and workmanship under normal use for a period of one (1) year from the date of delivery; and the product shall be fit for its intended purpose(s). Notwithstanding the foregoing, consumable and maintenance items (such as light bulbs and batteries) shall be warranted for a period of one hundred and eighty (180) days from the date of delivery. All repairs during the warranty period shall be promptly performed by Contractor, at Contractor's expense, including shipping.
35. Severability. In the event that any of the provisions or portions or applications thereof of this Contract are held to be unenforceable or invalid by any court of competent jurisdiction, City and Contractor shall negotiate an equitable adjustment in the provisions of the Contract with a view

toward effecting the purpose of this Contract, and the validity and enforceability of the remaining provisions or portions or applications thereof, shall not be affected thereby.

36. Authority. City warrants and represents that the signatory hereto (the Mayor of the City of Richmond or the City Manager) is duly authorized to enter into and execute this Contract on behalf of City. The party signing on behalf of Contractor warrants and represents that he or she is duly authorized to enter into and execute this Contract on behalf of Contractor, and shall be personally liable to City if he or she is not duly authorized to enter into and execute this Contract on behalf of Contractor.
37. Waiver. The waiver by City of any breach of any term or provision of this Contract shall not be construed as a waiver of any subsequent breach. Inspections or approvals, or statements by any officer, agent or employee of the City relating to the Contractor's performance, or payments therefore, or any combination of these acts, shall not relieve the Contractor's obligation to fulfill this Contract as prescribed; nor shall the City be thereby stopped from bringing any action for damages or enforcement arising from any failure to comply with any of the terms and conditions of this Contract.
38. Possessory Interest. If this Contract results in the Contractor having possession of, claim to or right to the possession of land or improvements, but does not vest ownership of the land or improvements in the same person, or if this Contract results in the placement of taxable improvements on tax exempt land (Revenue and Taxation Code 107), such interest or improvements may represent a possessory interest subject to property tax, and Contractor may be subject to the payment of property taxes levied on such interest.
39. Performance and Final Acceptance.

Contractor represents that it is experienced, qualified, registered, licensed, equipped, organized and financed to perform the services under this Contract.

Contractor shall perform the services under this Contract with that degree of skill and judgment normally exercised by professional firms performing services of a similar nature in the State of California, and shall be responsible for the professional quality, technical accuracy and coordination of the services it performs under this Contract. In addition to the other rights and remedies which City may have, Contractor shall, at its own expense, correct any services which fail to meet the above standard.

City shall provide Contractor an opportunity to cure errors and omission which may be disclosed during the review of submittals, with no increase in the authorized Contract Payment Limit. Should Contractor fail to make necessary corrections in a timely manner, such corrections shall be made by the City and the cost thereof shall be charged to Contractor.

If warranted, City shall determine, and Contractor may request such determination, that Contractor has satisfactorily completed performance of this Contract. Upon such determination, City shall issue to Contractor a written Notice of Final Acceptance, after which Contractor shall not incur further costs under this Contract. Contractor shall respond to such Notice of Final Acceptance by executing and submitting to City a Release and Certificate of Final Payment.

40. Survival. The rights and obligations of the parties which by their nature survive termination or completion of the services covered by this Contract shall remain in full force and effect after termination or completion.

For the Contract between the City
of Richmond and
Nomad Transit, LLC

EXHIBIT E
SPECIAL CONDITIONS

The General Conditions are hereby amended to include the following modifications and/or provisions (if applicable):

See attached Master Terms and Conditions for Via Transit as a Service.

Please see the following page for Via's comments on Richmond's standard contract.

To align with what we are actually providing and protect our intellectual property rights, please update Section 3 as set forth below and delete section 4?

The rights to applicable plans, drawings, reports, calculations, data, specifications, videos, graphics or other materials prepared for ~~or obtained pursuant to~~ this Contract, which, upon request, are to be delivered to City within a reasonable time, shall be deemed assigned to City. If applicable, Contractor shall prepare check prints upon request. Notwithstanding the foregoing, Contractor shall not be obligated to provide to City proprietary software or data which Contractor has developed or had developed for Contractor's own use; provided, however, that Contractor shall, pursuant to Section 15 below, indemnify, defend and hold harmless City from and against any discovery or Public Records Act request seeking the disclosure of such proprietary software or data. **For the avoidance of doubt, no exchange of or license to intellectual property rights is contemplated hereunder. For the avoidance of doubt, all intellectual property rights in and to the Via Solution and all of their derivative works and improvements are owned by, and are proprietary to Contractor. No right, title or interest in or to the Via Solution or any portion thereof is or shall be granted or transferred to City under this Agreement, whether by license or otherwise; and City 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.**

Given the amount of upfront work required to provide the services, please remove the right of termination without cause.

The conflicting provisions should be clear - below is the proposed revision:

In the event of a conflict between these General Conditions and those of any Exhibit or attachment hereto, these General Conditions shall prevail; provided, however, that any Special Conditions as set forth in Exhibit E shall prevail over these General Conditions. ~~In the event of a conflict between the terms and conditions of any two or more Exhibits or attachments hereto, those prepared by City shall prevail over those prepared by the Contractor, and the terms and conditions preferred by the City shall prevail over those preferred by the Contractor~~

As a venture capital backed firm, we can't agree to change of control restrictions. Please delete the last paragraph of section 20.

Strike the indemnification provision and simply have the indemnification provision in our agreement prevail.

MASTER TERMS AND CONDITIONS FOR VIA TRANSIT AS A SERVICE

THESE MASTER TERMS AND CONDITIONS FOR VIA TRANSIT AS A SERVICE (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 160 Varick Street, 4th Floor, New York, NY 10013 ("**Service Provider**"), and The City of Richmond a government entity located at 440 Civic Center Plaza, Richmond, CA 94804 ("**Customer**"). Defined terms have the meaning given to them in Section 14 or in the Section in which they first appear.

1. BACKGROUND AND PURPOSE.

1.1 **Via Background.** Via Transportation, Inc. ("**Via**"), the parent company of Service Provider, 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 Solution**") that it uses to provide customers with technology and technology enabled integration services, acting as a broker coordinating the services of third party service providers to effectuate public or private transportation networks (collectively, the "**Services**").

1.2 **Purpose; Ordering.** The purpose of these Terms and Conditions is to provide a framework under which Service Provider will provide to Customer the Services. These Terms and Conditions shall govern the provision of Services by Service Provider to Customer as described in the service order attached hereto and any other service order signed by Service Provider and Customer (each, an "**Order**").

2. THE SERVICES.

2.1 The Services.

(a) **The Services.** Pursuant to one or more Orders, the parties intend that Service Provider shall provide the Services described in such Order. 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 for each city or locality in which Customer intends to operate the Via Solution in connection with the Service, as specified in the Order.

(b) **Additional Services.** From time-to-time Customer may desire to engage Service Provider to perform additional services, such as development of product features and/or services directly related to the Via Solution 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 2.1(b) are referred to collectively as, the "**Additional Services**". The Parties shall agree upon a blended hourly rate for Service Provider to bill Customer for performing such Additional Services under the relevant SOW. Service Provider 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. Service Provider 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 Service Provider and the Customer from time to time during the Term. All Services to be performed by Service Provider shall be in accordance with the applicable Order executed by Service Provider and the Customer and Service Provider's obligations under Section 9.1 (Regulatory Compliance). Service Provider's provision of the Services requires such reasonable and timely cooperation as Service Provider may require of the Customer, including access to the Customer's information, personnel, and/or systems, and Service Provider 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

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.

(a) 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 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.

(b) If an Order is terminated by either party or expires pursuant to its terms, then Customer must pay any outstanding amounts due to Service Provider, and all copies and embodiments of Service Provider's Confidential Information (including the Via Solution) must be returned. Unless an Agreement is terminated by Customer under this Section 5 as a result of Service Provider's uncured material breach, no expiration or termination of this Agreement will affect Customer's obligation to pay for Service Provider's non-cancelable obligations to third parties on behalf of or benefitting Customer, , all of which will remain due and payable by Customer in accordance with the terms of the applicable Order. The notification by either party of its intent to terminate this Agreement and/or any Orders does not relieve either party of any obligations that have accrued on or before the date on which termination becomes effective.

6. CONFIDENTIALITY AND DATA SECURITY.

6.1 Confidentiality.

(a) **Non-Disclosure Obligations.** Confidential Information may be provided or disclosed by one party (the "Disclosing Party") orally, in writing or in graphical, machine-readable or other form to the other party (the "Receiving Party"). The Receiving Party shall hold the Confidential Information in confidence and shall not make any use or disclosure of the Confidential Information to any individual or entity during the Term and thereafter without the express written consent of the Disclosing Party in each instance, except to the extent that those of the Receiving Party's employees, service providers, legal and financial advisors, and individual independent contractors who are bound to substantially similar obligations of confidentiality as set forth herein and have a need to know the Confidential Information so disclosed. The Receiving Party shall handle all Confidential Information received with the same degree of care as it uses to maintain the confidentiality of its own confidential information, which shall in no event be less than reasonable care. As between the parties, all Confidential Information shall remain the sole and exclusive property of the Disclosing Party and other than the licenses expressly granted in this Agreement or another agreement between the parties, no disclosure or permitted use of the Confidential Information under this Agreement shall be construed as the grant of any right, title or interest, by license or otherwise, in or to the Confidential Information. The remedy at law for breach or threatened breach of this Section 6.1 shall be inadequate, and in addition to any other remedy available, the non-breaching party shall be entitled to seek injunctive relief. In the event that Customer receives a request for Service Provider's Confidential Information, including this Agreement and the terms and conditions contained herein, under the Freedom of Information Act ("FOIA") or any similar law, Customer agrees to provide Service Provider timely notice of such a request and to assist Service Provider 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

The limitations and exclusions in this Section 8.3 apply to all claims or causes of action under whatever theory brought and regardless of whether a party was advised of the possibility of the claim.

8.4 Insurance. Service Provider 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 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 Service Provider insurance policy hereunder. Where permissible, (e.g., policies other than professional liability), Service Provider will name Customer as an additional insured.

9. REGULATORY COMPLIANCE.

9.1 Service Provider's Obligations. Service Provider 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, Service Provider 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, Service Provider 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 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 Service Provider provides the Services on Customer's behalf) 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 Service Provider thereof so that the Customer Manager and Service Provider Manager may discuss any changes to the Services required for on-going compliance.

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. Service Provider 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 transport network, 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 Service Provider to access or utilize the goods, services (including software or other proprietary materials), property or facilities of such parties if necessary for Service Provider's performance of the Services.

10. ASSIGNMENT.

Customer may not assign or transfer these Terms and Conditions and/or any Order unless Customer makes a request in writing in advance and Service Provider consents in writing. Service Provider may require Customer and the proposed assignee/transferee to agree to additional terms or pay additional fees. Any change of control of Customer shall be deemed to constitute a prohibited assignment for the purposes hereof.

11. DISPUTE RESOLUTION; GOVERNING LAW.

14. DEFINITIONS

"AAA" is defined in Section 11.

"Additional Services" is defined in Section 2.1(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.

"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 Incident" is defined in Section 8.2.

"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.

"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.

"Order" is defined in Section 1.2.

"Riders" means actual or prospective riders of the Customer's transportation network.

"Rider Data" means all data that is input by or on behalf of Riders into the Via Solution. Portions of the Rider Data may include personally identifiable information.

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

"Services" is defined in Section 1.1.

"Term" is defined in Section 5.1.

"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.

"Via Solution" is defined in Section 1.1.

SIGNATURES OF THE PARTIES APPEAR ON THE IMMEDIATELY FOLLOWING PAGE.

For the Contract between the City of
Richmond and
Nomad Transit, LLC

EXHIBIT F INSURANCE PROVISIONS

During the entire term of this Contract and any extension or modification thereof, the CONTRACTOR shall keep in effect insurance policies meeting the insurance requirements specified in the insurance provisions which are attached hereto and incorporated herein by this reference.

Any deductible or self -insured retention **in excess of \$100,000** must be declared to and approved by the City. Contractor is responsible for satisfaction of the deductible and/or self -insured retention for each loss.

City of Richmond - Insurance Requirements – Type 6: Transportation Providers

In all instances where a CONTRACTOR or its representatives will be conducting business and/or providing services, the City requires the following MINIMUM Insurance requirements and limits.

CONTRACTOR shall procure and maintain for the duration of the contract, agreement, or other order for work, services or supplies, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the CONTRACTOR, its agents, representatives, employees or subcontractors. **Maintenance of proper insurance coverage is a material element of the contract. Failure to maintain or renew coverage or to provide evidence of renewal may be treated by the City as a material breach of contract.**

CONTRACTOR agrees that in the event of loss due to any of the perils for which it has agreed to provide Commercial General Liability and Automobile Liability Insurance, CONTRACTOR shall look solely to its Insurance for recovery. CONTRACTOR hereby grants to CITY, on behalf of any insurer providing Commercial General Liability and Automobile Liability insurance to either CONTRACTOR or CITY with respect to the services of CONSULTANT herein, a waiver of any right to subrogation which any such insurer of said CONTRACTOR may acquire against the CITY by virtue of the payment of any loss under such insurance.

Original, signed certificates and original, separate policy endorsements, naming the City as an additional insured for general and automobile liability, as well as a waiver of subrogation for Workers' Compensation insurance, shall be received and approved by the City **before any work may begin**. However, failure to do so shall not operate as a waiver of these insurance requirements.

City reserves the right to modify or require additional coverages for specific risk exposures depending on scope of CONTRACTORS work.

Minimum coverage is detailed below. The policy limits of coverage shall be made available to the full limits of the policy. The minimum limits stated herein shall not serve to reduce the policy limits of coverage of CONTRACTOR.

Minimum Scope of Insurance – the following forms shall be provided and coverage shall be at least as broad as the following:

1. Insurance Services Office Commercial General Liability coverage (ISO Occurrence Form CG 0001) including coverage for bodily and personal injury, property damage, and products and completed operations.
2. Insurance Services Office Automobile Liability coverage (ISO Form CA 0001, Code 1, Any Auto)
3. Original and Separate Additional Insured Endorsements for General Liability (ISO Form CG 20 10 11/85 or its equivalent) with primary and non-contributory language.
4. Workers' Compensation Insurance as required by the State of California including Employer's Liability coverage.
5. Original and Separate Waiver of Subrogation for Workers' Compensation Insurance.

Minimum Limits	
Required Coverage	
Workers' Compensation and Employers' Liability	Statutory limits as required by the State of California including \$1 million Employers' Liability per accident, per employee for bodily injury or disease. If CONTRACTOR is self-insured, provide a certificate of Permission to Self-Insure, signed by the California Department of Industrial Relations and Self-Insurance. If contractor is a sole proprietor (has no employees) than contractor must sign "Contractor Release of Liability" found at: http://www.ci.richmond.ca.us/index.aspx?nid=61 .

Revised: September 2011

___ Exhibit F
___ Section 8

City of Richmond - Insurance Requirements – Type 6: Transportation Providers

Claims-Made Policies

If any Insurance policy is written on a claims-made form: 1) the retroactive date must be shown, and must be before the date of the contract or the beginning of contract work. 2) Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work. 3) If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective date, the Contractor must purchase an extended period coverage for a minimum of five (5) years after completion of contract work.

Subcontractors

CONTRACTOR shall include all subcontractors as insured under its policies or shall furnish to the City for review and approval, separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.

CONTRACTOR agrees to defend and indemnify the City of Richmond for any damage resulting to it from failure of either CONTRACTOR or any subcontractor to take out or maintain the required insurance policies. The fact that insurance is obtained by CONTRACTOR, and/or CONTRACTOR's subcontractors, will not be deemed to release or diminish the liability of CONTRACTOR, including, without limitation, liability under the indemnity provisions of this contract. Damages recoverable by CITY from CONTRACTOR or any third party will not be limited by the amount of the required insurance coverage.

Verification of Coverage

All original certificates and endorsements shall be received and approved by the City **before work may begin**. The City of Richmond reserves the right to require complete, certified copies of all required insurance policies including endorsements affecting the coverage at any time.

Original insurance certificates and required policy endorsements shall be mailed, or delivered to the Designated Project Manager for the City of Richmond.

Insurance certificates and endorsements may be faxed to the Designated Project Manager. However, Contractor must mail the original certificates and endorsements to Designated Project Manager once faxed.

Continuous Coverage

CONTRACTOR shall maintain the required insurance for the life of the contract. Should the CONTRACTOR cease to have insurance as required during this time, all work by the CONTRACTOR pursuant to this agreement shall cease until insurance acceptable to the City is provided. In the event that CONTRACTOR fails to comply with the City's insurance requirements, the City may take such action as it deems necessary to protect the City's interests. Such action may include but is not limited to termination of the contract, withholding of payments, or other actions as the City deems appropriate.

If services or the scope of work extend beyond the expiration dates of the required insurance policies initially approved by the City, CONTRACTOR must provide updated certificates and endorsements indicating that the required coverage, terms and conditions are still in place. **Renewal certificates and updated endorsements shall be mailed to the Designated Project Manager.**

Cancellation

CONTRACTOR shall ensure that coverage shall not be cancelled, reduced or otherwise materially changed except after thirty (30) days' prior written notice has been given to the City.

Reporting Requirements

Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the City, its officers, officials, employees or volunteers.

Consistent with Public Policy

The Insuring provisions, insofar as they may be judged to be against public policy shall be void and unenforceable only to the minimum extent necessary so that the remaining terms and provisions herein may be consistent with public policy and thus enforceable.



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
05/14/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Aon Risk Services Northeast, Inc. Morristown NJ Office 44 Whippany Road, Suite 220 Morristown NJ 07960 USA	CONTACT NAME: PHONE (A/C. No. Ext): (866) 283-7122 FAX (A/C. No.): (800) 363-0105 E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
INSURED Nomad Transit, LLC. 160 Varick Street 4th Floor New York NY 10013 USA	INSURER A: Lloyd's Syndicate No. 1969	NAIC # AA1120106
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER: 570087331919** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADOL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
A	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION			CSDIG2000022 SIR applies per policy terms & conditions	09/15/2020	09/15/2021	EACH OCCURRENCE \$6,000,000 AGGREGATE \$6,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT E.L. DISEASE-EA EMPLOYEE E.L. DISEASE-POLICY LIMIT

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Umbrella is follow-form

CERTIFICATE HOLDER City of Richmond 440 Civic Center Plaza Richmond CA 94804 USA	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Aon Risk Services Northeast, Inc.</i>
--	--

Holder Identifier :

Certificate No : 570087331919



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
5/14/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Cottingham & Butler Matt Murray 800 Main St Dubuque IA 52001		CONTACT NAME: PHONE (A/C, No, Ext): 563-587-5000 FAX (A/C, No): 563-583-7339 E-MAIL ADDRESS:	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Pacific Insurance Company, Limited	
		INSURER B:	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 1777128731 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	91 YR3 OH8163	9/15/2020	10/1/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 10,000,000 PRODUCTS - COMP/OP AGG \$ 10,000,000 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> Symbol 10 <input checked="" type="checkbox"/> Period 2 & 3	Y	91 YR2 OH8165	9/15/2020	10/1/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A			PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Period 1 Limits - Bodily injury (per person) Limit \$50,000, Bodily Injury (per accident) Limit \$100,000, Property Damage Limit \$30,000 - Symbol 11
 The City of Richmond, its officers, officials, employees, agents and volunteers are additional insured on the General Liability and Auto Liability policy on a primary, non-contributory basis per written contract between the named insured and the certificate holder that requires such a status subject to the terms and conditions of the endorsement attached to the policy.

CERTIFICATE HOLDER City of Richmond 440 Civic Center Plaza Richmond CA 94804	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	--

Transit as-a-Service (TAAS) SERVICE ORDER¹

1. Purpose; Scope

By this service order (the “**Order**”), Nomad Transit, LLC (“**Nomad**”), a wholly owned subsidiary of Via Transportation, Inc. (“**Via**”), and City of Richmond (“**Customer**”) agree to collaborate towards the initiation of Customer’s demand response transit service in Richmond, California, (as agreed upon by the parties during the planning and design stages of the Pilot (as defined herein)) for 22 months following launch thereof, subject to extension by mutual agreement of the parties.

In accordance with the Agreement, Nomad will provide Customer 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**”). Nomad 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. Nomad’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 Customer’s service (“**Riders**”) to book and pay for rides through a smartphone;
- Access to telephonic bookings 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.

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

¹ All capitalized terms used but not defined herein shall have the meaning set forth in the Master Terms and Conditions for Via Transit as a Service signed by NoMad and Customer (the “**Terms**”).

The duration of the Pilot shall last for a period of 22 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 Customer will provide written notice to proceed to Nomad at least 12 weeks prior to service launch. For the avoidance of doubt, notice to proceed can only be written by Customer 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, Nomad will commence local preparation for launch (“**Launch Preparation Period**”). Service operation will begin on a mutually agreeable date, no earlier than January 4, 2022, unless Nomad and the Customer define an alternative mutually agreeable date in writing (“**Launch Date**”). Delivery timeline of the Services that are dependent on data from third parties (such as multimodal integrations) will be determined in writing once NoMad has received all relevant data from such third parties.

3. Fees

The Fees for the service described in this Order are:

The table below outlines the payment structure, in which Customer would be charged an upfront fee, a price per driver hour, and a price per ride. 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 \$989,227 for the Initial Term.

Clean Mobility Options: Via Total Contract Value			
	Price per Driver		Total Price
	Hour	Price per Ride	
Fixed (Upfront) Costs	N/A	N/A	\$14,667
Total Upfront Cost			\$14,667
Project Management & Other Operations*	\$7.48	N/A	\$92,013
Performance Monitoring and Reporting	\$2.75	N/A	\$33,847
Driver and Vehicle Cost	\$57.73	N/A	\$710,497
Driver & Rider Acquisition	\$6.94	N/A	\$85,456
Customer Service	\$4.07	N/A	\$50,045
Total Cost per Driver Hour	\$78.96		\$971,858
Regulatory Fees**	N/A	\$0.10	\$2,702
Total Cost per Ride		\$0.10	\$2,702
Total Cost to Richmond			\$989,227

Note: Pricing excludes all taxes.

* Includes IT hosting, technology access, operations support, insurance, T&E, and other miscellaneous costs.

** Based on ridership estimates. Regulatory fees will be charged on a pass through basis.

Driver Hours Summary:

Total Implied Driver Hours	12,308
Total Implied Driver Hours (Weekly)	129

Customer will be billed for the above fees as described below. Driver hours and rides will be billed as incurred at the end of each month. Customer shall pay the following fees to Nomad:

Fixed (Upfront) Costs

Customer shall pay to Nomad a non-refundable installation fee of \$14,667, 50% of which (\$7,333.50) will be payable upon signing of this Order, and the remaining 50% (\$7,333.50) will be payable upon launch of the Pilot.

Ongoing Invoice Fees

Customer shall pay the following fees to be invoiced monthly by Nomad, starting upon launch of the Pilot:

- \$78.96 per driver hour
- \$0.10 per ride

Minimum fees: Notwithstanding the foregoing, the monthly ongoing invoice fees payable by Customer shall not be less than \$25,000 per month for the duration of the Pilot.

Nomad will invoice Customer on or around the 15th of each month for driver hours and rides incurred in the prior month.

Should changes in applicable federal, state or local law result in a significant change in Nomad's costs, Nomad or Customer may opt to renegotiate the ongoing on-demand service hour fees.

Fare Revenue

Customer shall set up a partner account with Braintree and collect and own all revenue from service fares, net of service fees, starting upon launch of the Pilot. Customer may choose to designate any amount of revenue from service fares, net of service fees, for the purchase of additional driver hours.

4. Service Parameters

Nomad 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 6 square miles coverage zone in Richmond, California.
- **Service Days/Hours:** Monday through Friday, 7am to 7pm
- **Rider Fare:** The rider fare will be \$2, however rider fares will be free for designated groups, to be mutually determined by Customer and Nomad in writing. During the duration of the Pilot, rider fare may be amended by mutual agreement between Customer and Nomad.
- Nomad will ensure acceptance of Rider payment through the app via credit cards and pre-paid debit cards.
- **Vehicle Fleet:** The Vehicle Provider will offer a fleet of up to 3 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.

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

Parking: Customer shall identify and make available a depot or parking lot with ample overnight parking for the dedicated fleet. The depot/lot must be in a safe and lighted area inside the boundaries of the service zone, and ideally be located within walking distance of a publicly accessible bathroom or shall come equipped with a port-a-potty.

5. Project Team & Governance

Nomad 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 “**Nomad Project Manager**”) who will lead Nomad’s Project Team. Customer will designate a project manager to be the primary point of contact with Nomad throughout the duration of the Pilot (the “**Customer Project Manager**”). The Nomad Project Manager will be in regular contact with the Customer Project Manager through informal and scheduled project meetings.

The Nomad 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 Customer Project Manager on an ongoing basis. The Nomad 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 Nomad 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, Nomad’s Project Team, led by the Nomad Project Manager, will liaise with the Customer Project Manager over the key deliverables of this Order and to endeavor to maximize ongoing service optimization.

6. Driver Partner Registration & Supply Management

Nomad will source Driver Partners to provide transportation services to Customer through the Platform. Nomad will engage in a good faith effort to register Richmond residents as Driver Partners.

Nomad 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 Nomad with the following areas covered: familiarization with the Pilot service areas; hours of service; Customer’s expectations; use of the Driver App; and reporting incidents and delays in service.

Nomad 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

Nomad 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.

8. Marketing, Promotions, & Press

Nomad shall work closely with Customer 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 Nomad 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. Nomad may provide pre-approved brand assets and guidelines that must be complied with in all marketing communications distributed by the Customer.

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

Nomad 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 Customer.
- 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.
- Manage digital marketing campaigns to build awareness and drive service adoption.
- Propose and implement in-app promotional programs to drive Rider activation, retention, growth.
- Customer shall assist with the execution of the marketing plan and promotion of the Platform to Riders, and will coordinate closely with Nomad 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 Nomad. All key project messaging used for public relations purposes is to be developed in collaboration with Nomad. Any media announcement on the Pilot will be made available for Nomad’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.


The Customer shall provide Nomad with a detailed marketing plan for the portions of marketing that the Customer is leading at least 4 weeks before the launch of the service. Nomad and Customer will work collaboratively to refine the plan as needed. For the avoidance of doubt, Nomad will have the flexibility to execute similar marketing initiatives as the Customer at its own expense. In such cases, Nomad will coordinate with the Customer in advance.

9. **Data Sharing & Reporting**

Nomad 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 NoMad and Via and shall be subject to the confidentiality obligations set forth in the Agreement.

VIA: NoMad Transit LLC	CUSTOMER: THE CITY OF RICHMOND
<div>DocuSigned by:  F89EDB5082754FA...</div>	
Authorized Signature	Authorized Signature
Erin Abrams	
Printed Name	Printed Name
Manager	
Title	Title
10/7/2021	
Date Signed	Date Signed

CITY OF RICHMOND CONTRACT AMENDMENT

Department: Transportation	Project Manager: Denée Evans
Project Manager E-mail: denee.evans@ci.richmond.ca.us	Project Manager Phone No: (510) 621-1718
P.R. No:	Vendor No:
P.O./Contract No:	
Description of Services: Richmond on demand electric shuttle	
Amendment No. <u>1</u> modifies the: (2nd or subsequent amendments attach Amendment History page) <input type="checkbox"/> Term, Payment Limit and Service Plan <input checked="" type="checkbox"/> Payment Limit and Service Plan <input type="checkbox"/> Term and Service Plan <input type="checkbox"/> Service Plan	

The parties to this Contract Amendment do mutually agree and promise as follows:

1. Parties. The parties to this Contract Amendment are the City of Richmond, California, a municipal corporation (City), and the following named Contractor:

Company Name: Nomad Transit, LLC

Street Address: 10 Crosby Street, Floor 2

City, State, Zip Code: New York, NY 10013

Contact Person: Garrett Brinker

Telephone: (547) 286-4710

Email: garrett.brinker@ridewithvia.com

Business License No: / Expiration Date:

A California ☐ corporation, ☐ limited liability corporation ☐ general partnership, ☐ limited partnership, ☐ individual, ☐ non-profit corporation,
☐ individual dba as [specify:] _____
☒ other [specify:] Delaware LLC

2. Purpose. This Contract Amendment is being entered into to amend the Contract between City and Contractor which was approved by the City Council of the City of Richmond or executed by the City Manager on **October 19, 2021**, which **original** term commenced on **October 1, 2021** and terminates **July 7, 2024** with an **original** contract payment limit of **\$1,000,000.00**. Said contract shall hereinafter be referred to as the "Original Contract" and is incorporated herein by reference.

3. Original Contract Provisions. The parties hereto agree to continue to abide by those terms and conditions of the Original Contract, and any amendments thereto, which are unaffected by this Contract Amendment.

4. Amendment Provisions. This Contract Amendment is subject to the Amendment Provisions attached hereto, which are incorporated herein by reference, and which control over any conflicting provisions of the Original Contract, or any amendment thereto.

5. City of Richmond Business License Active Status Maintained. Pursuant to Municipal Code Section 7.04.030, the Contractor must maintain its City of Richmond business license for this Contract Amendment to be deemed to be in effect.

6. Insurance Coverage Updated and Maintained. Pursuant to the Original Contract, the Contractor shall provide the City with updated insurance certificates, and the Contractor shall maintain insurance coverage, for this Contract Amendment to be deemed to be in effect.

7. Signatures. These signatures attest the parties' agreement hereto:

CITY OF RICHMOND, CALIFORNIA
a municipal corporation

By DocuSigned by:
Thomas L. Butt
64A4FEAB53BE4C0...

Title: Mayor

I hereby certify that the Original Contract and this Amendment have been approved by the City Council or executed by the City Manager.

By DocuSigned by:
Pamela Christian
C6643BFF4A43406...
City Clerk

Approved as to form:

By DocuSigned by:
JA For
0F098C1E4C50485...
City Attorney

List of Attachments:

1. Amendment Provisions
2. Updated Insurance Certificates

Contract Amendment/EJ/TE 09-26-07

CONTRACTOR:

Nomad Transit, LLC

(*The Corporation Chairperson of the Board, President or Vice-President should sign on the line below.)

By DocuSigned by:
Alex Lavoie
EF1C5B8915AA496...

Title: Manager

(*The Corporation Chief Financial Officer, Secretary or Assistant Secretary should sign on the line below.)

By: _____

Title: _____

(NOTE: Pursuant to California Corporations Code Section 313, if Contractor is a corporation or nonprofit organization, this Contract (1) should be signed by the Chairperson of the Board, President or Vice-President and the Chief Financial Officer, Secretary or Assistant Secretary; (2) should have both signatures conform to designated representative groups pursuant to Corporations Code Section 313.

Contract Amendment between the City of Richmond and

Nomad Transit, LLC

Amendment No.

P.O./Contract No.

1

AMENDMENT PROVISIONS (PAYMENT LIMIT AND SERVICE PLAN)

1. Paragraph 3 (Payment Limit) of the Original Contract is hereby amended to increase the payment limit by \$338,231.00. Paragraph 3 of the Original Contract is amended to read as follows:

"3. Payment Limit. City's total payments to Contractor under this Contract Amendment shall not exceed \$ 1,338,231.00 including expenses."

"The City of Richmond shall not pay for services that exceed the Contract Payment Limit without the prior written approval of the City Manager if the total Contract amount does not exceed \$10,000 or without the prior approval of the City Council if the total Contract amount is over \$10,000."

2. The Service Plan (Exhibit A) of the Original Contract is hereby amended to include the following tasks and/or services:

Section 1 of the Transit-as-a-Service (TaaS) Service order of the Agreement is hereby revised by adding the following to the bullet point list of services:

Establish a relationship with a subcontractor who will provide ADA accessible trips with a vehicle that use compressed natural gas;

Nomad Transit, LLC ~~Via Transportation~~ will contract wheelchair accessible on demand transportation services with a transit provider for a period not to exceed one year unless both parties agree to extend the services.

Section 3 of the Transit-as-a-Service (TaaS) Service order of the Agreement is hereby revised by adding the attached pricing table.

Cost: 12 month agreement: One ADA vehicle on standby/on-call 12 hours per day 7am to 7pm: hourly rate \$78 per hour X 12 hours+ \$936 daily rate or \$243.

Section 4 of the Transit-as-a-Service (TaaS) Service order of the Agreement is hereby revised by adding the following to the Vehicle Fleet bullet:

Via's PHEVs will have bike racks for Riders who have specified such requirements.

A transit provider with a CNG vehicle will be hired for rapid deployment.
The operation hours will be Monday through Friday from 7 am to 7 pm.

Pricing Table

	Base Service Level Current 22-month contract	Incremental Add-Ons Incremental price over the 22-month base contract period			Total Incremental Add-Ons (First 24 Months)
		1. Add Bike Racks to Existing Fleet	2. 1-Year WAV Operations Contract w/ Transmetro	3. Additional 2 Months of Service	
No. of Weeks	95.33	104.00	104.00	8.67	104.00
Active Fleet Vehicles	3		1	3	4
Total Vehicle Hours	12,308		3,120	1,119	4,239
Total Estimated Rides	27,024		1,300	2,457	3,757
One-Time Upfront Costs	\$14,667	\$4,500		\$0	\$4,500
Fee / Vehicle Hour	\$78.96			\$78.96	\$78.64
Fee / Ride (Regulatory)	\$0.10			\$0.10	\$0.10
Electricity Costs				\$1,775	\$1,775
Miscellaneous Costs	\$10,773				
Total Estimated Not-to-Exceed Cost	\$1,000,000	\$4,500	\$243,360	\$90,371	\$338,231
Miscellaneous Costs					
Note: Figures exclude taxes and are preliminary estimates; rates are subject to change. Rates will increase annually by the maximum of 5% or the CPI.					
Total Cost (24 Months)		\$1,338,231			