CITY OF RICHMOND
CONTRACT AMENDMENT

Department:	Project Manager:
Project Manager E-mail:	**Project Manager Phone No:**
P.R. No:　　　　　**Vendor No:**	**P.O./Contract No:**
Description of Services:	

Amendment No. ___ modifies the: (2nd or subsequent amendments attach Amendment History page)

☐ **Term, Payment Limit and Service Plan**　　☐ **Payment Limit and Service Plan**
☐ **Term and Service Plan**　　　　　　　　　☐ **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:
_____

Street Address:
_____

City, State, Zip Code:
_____

Contact Person:
_____

Telephone:　　　　　　　　　　　　Email:
_____

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:]

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 _____ , which **original** term commenced

on _____ and terminates _____ with an **original**

contract payment limit of $ _____ . 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 _____

Title:

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

By _____
    City Clerk

Approved as to form:

By_____
City Attorney

List of Attachments:
  1. Amendment Provisions
  2. Updated Insurance Certificates

Contract Amendment/EJ/TE 09-26-07

CONTRACTOR:

_____

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

By_____

Title:_____

(*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.

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 $_____.   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 $_____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:

Amendment #2
to the
City of Richmond Standard Contract

Nomad Transit, LLC ("**Via**") and the City of Richmond ("**Customer**" and, together with Via, the "**Parties**") have entered into that certain agreement titled City of Richmond Standard Contract (the "**Agreement**"), dated October 1, 2021. Upon execution of this Amendment #2 (the "**Amendment**"), the Parties agree to modify the Agreement as follows:

1. Paragraph 3 (Payment Limit) of the Original Contract is hereby amended to increase the payment limit by $139,128.00. 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 $1,477,359.00. including expenses."

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

    "For the duration of the contract term, 1762 vehicle hours will be added at the current rate of $78.96."

Via TaaS Pricing Proposal for Richmond, CA

Fee per vehicle hour in line with current contract

Rate / Vehicle Hour per Current Contract(1)	**$78.96**
Number of Incremental Vehicle Hours	**1,762**
Total	**$139,128**

(1) Subject to change based on inflation if hours are used beyond time frame of current contract.

Note: Pricing excludes applicable taxes.

3. *Conflicts, Use of Terms, Governing Law. Capitalized terms used but not defined herein have the meanings set forth in the Agreement. Except as expressly provided herein, the terms and conditions of the Agreement remain unchanged. This Amendment #2 will be governed by the same law as the Agreement.*

This Amendment #2 is effective as of [Date].

Nomad Transit, LLC   **City of Richmond**

By: By:

Name: Name:

Title: Title:

By this service order (the "**Order**"), Nomad Transit   LLC, a Delaware company with its principal office located at 10 Crosby Street, Floor 2, New York, New York 10013 ("**Via**"), and the customer identified below ("**Customer**") agree to collaborate towards the operation by Customer of the deployment (the "**Deployment**") in Richmond, CA

Customer Name: City of Richmond	**Customer Notice Address: 440 Civic Center Plaza Richmond, CA 94804**
Customer Entity Type / State of Incorporation: City	
	Customer Email: denee.evans@ci.richmond.ca.us

Term: The duration of the Deployment shall last until the last day of the calendar month during which a period of 60 months following Launch expires, subject to extension by mutual agreement of the parties on terms to be agreed (including any increase in monthly fees for additional months).

Services: Customer will receive access to the standard Via Solution and automatic software updates, comprised of:
  (a) Fully localized proprietary routing and matching algorithms that analyze all trip requests, assign riders dynamically   to the best-suited vehicle, and group passengers headed in the same direction into efficient shared rides powered by Via's patented technology;
  (b) Integrated reservation system to accept and schedule trips booked in real time, in advance, or on a recurring basis;
  (c) Downloadable iOS and Android rider apps that allow customers to book rides, track vehicles in real time, pay for trips, and troubleshoot any issues. The rider apps shall be dedicated to this Deployment. For the avoidance of doubt, the rider apps used in connection with the Transit- as a-Service (TAAS) SERVICE ORDER will not be utilized in connection with this Deployment ;
  (d) A web-based booking portal to book trips;
  (e) Downloadable driver app that provides efficient turn-by-turn directions; the app allows drivers to start and end driving time, schedule breaks, and contact live support; and
  (f) Access to the Via Operations Console ("**VOC**"), which allows administrators to perform a variety of functions, including booking trips, checking trip details, adjusting account information, and providing customer support, and accessing reports, as provided for in Appendix 1.
  (g) Access to the data reporting set out in Appendix 1, made available via the VOC.

Support Services – Installation. Via provides installation support for up to four weeks after the Deployment begins serving Riders, consisting of:
  (a) Localization for the Deployment Zone (defined below), including optimizing the algorithm, configuring back-end, and defining acceptable pick-up and drop off points;
  (b) Testing and quality assurance;
  (c) Helping Customer to build a launch plan and rider acquisition strategy; and
  (d) Instruction for drivers, dispatchers, and managers on Via's best practices as remote launch support

Support Services – Ongoing. The following services are included in the fees up to the number of hours per month identified below:
  (a) Operational support and system adjustments: Includes algorithm adjustments and changes to virtual bus stops / pickup points at request of Customer: *up to 10 hours per month*
  (b) Expert consulting: *up to 5 hours per month*
      ● **Marketing and growth**: help setting up complex promotions, review and assistance for third party tools that can integrate into Via's tech
      ● **Operations:** Including supply optimization analysis, payment & fraud investigation, and business case/unit economics analysis
      ● **Service expansion:** Including feasibility analysis for service expansions or additional projects
  (c) Tech Support: Dedicated Via point of contact will use commercially reasonable efforts to respond within one business day for non-critical issues (upon receipt of a detailed description of the issue as requested by Via) and to ensure that assistance is provided within a reasonable time frame. Via will also provide Customer with an appropriate channel for alerting Via to system outages or other critical issues, with respect to which Via will provide emergency assistance.
Via will notify Customer if Customer is within 1 hour of exceeding the capped hourly limit on Operational Support and System Adjustments and/or Consulting Services. If requested, hours beyond those set out above will be charged on an hourly rate.

  (d) Additional Services. Via can provide optional add-on services, including consulting,   fixed route referral, live agent support, multi-modal or third-party trip planner integrations, media and advertising services, marketing support, or access to our Remix® transit planning software for an additional fee. More details available upon request.

Customer Responsibilities.

    (a) **General.** Customer will operate and manage the Deployment as set forth in the Terms, Customer shall cooperate with Via as necessary for the purpose of setting up the Deployment and its specifications, including by providing prompt feedback to Via's inquiries and providing local insights, in order to meet mutually agreed upon deadlines.

    (b) **Launch**. Within one week of signing this Order, the Parties will mutually agree on the targeted launch date of the Deployment ("**Launch**"). Launch shall be no fewer than 12 weeks following execution of this Order. In the event that the Launch date is moved at Customer's request or delayed due to Customer's inaction, Customer will be charged a Technology Fee (as defined in Section "Fees" below) to accommodate hosting and other direct IT costs.

    (c) **Zone:** Customer and Via will agree at least three months prior to launch on the exact geographical scope for the Deployment zone ("**Deployment Zone**"). Any changes or expansions to the Deployment Zone may result in additional fees.

    (d) **Support Requests.** At the start of the project, Via will direct Customer towards the relevant CRM tools to log requests. In order to trigger a Product Maintenance request, requests for product maintenance must contain detailed information about the nature of the request. Requests for additional features may be subject to additional fees.

    (e) **Payment Processing**. The fees set forth above do not include any owed to the third-party payment processor. Via will facilitate an introduction to its recommended payment processor and Customer is responsible for entering an agreement with such payment processor in order to be able to process credit card payments.

Fees.

Customer shall pay Via the following Fees for the Term, subject always to the Minimum Monthly Fee set out below:

Fee Category	Amount	Invoicing Terms
Installation Fee	$30,000	Payable upon signing of this Order
Monthly Fees		
Year 1 per-vehicle fees	- For 1-3 vehicles: $1,000 per vehicle per calendar month with a minimum of $2,000 per month (i.e., 2-vehicle minimum) - For 4-10 vehicles: $400 per vehicle per calendar month - For 11-15 vehicles: $350 per vehicle per calendar month Subject to a minimum of $1,000 per month (i.e a 2-vehicle minimum) (the "**Minimum Monthly Fee**")	Advance Annual Payment in accordance with paragraph 1 below
Year 2 per-vehicle fees	- For 1-3 vehicles: $1,050 per vehicle per calendar month with a minimum of $2,200 per month (i.e., 2-vehicle minimum) - For 4-10 vehicles: $420 per vehicle per calendar month - For 11-15 vehicles: $370 per vehicle per calendar month	Advance Annual Payment in accordance with paragraph 1 below
Year 3 per-vehicle fees	- For 1-3 vehicles: $1,105 per vehicle per calendar month with a minimum of $2,210 per month (i.e., 2-vehicle minimum) - For 4-10 vehicles: $440 per vehicle per calendar month - For 11-15 vehicles: $390 per vehicle per calendar month	Advance Annual Payment in accordance with paragraph 1 below

Year 4 per-vehicle fees	- For 1-3 vehicles: $1,160 per vehicle per calendar month with a minimum of $2,320 per month (i.e., 2-vehicle minimum) - For 4-10 vehicles: $460 per vehicle per calendar month - For 11-15 vehicles: $410 per vehicle per calendar month	Advance Annual Payment in accordance with paragraph 1 below
Year 5 per-vehicle fees	- For 1-3 vehicles: $1,220 per vehicle per calendar month with a minimum of $2,440 per month (i.e., 2-vehicle minimum) - For 4-10 vehicles: $485 per vehicle per calendar month - For 11-15 vehicles: $430 per vehicle per calendar month	Advance Annual Payment in accordance with paragraph 1 below
Total Minimum Amount for 60 Months	$162,840 assuming 2 vehicles (excluding additional vehicles in excess of the minimum and any Fees for any Additional Services)	

The Customer agrees to pay the Minimum Monthly Fee (i.e., the monthly vehicle minimum fees set out in the table above) for a period of 12 months in advance and annually thereafter (the "**Advance Annual Fee**"). Via will submit an invoice for Advance Annual Fee upon signature of this Order payment due in accordance with the Terms. For the avoidance of doubt, the first Advance Annual Fee is due in advance of Launch. Via will invoice the Advance Annual Fee annually thereafter for the remainder of the Term .

In the event that the per-vehicle-fees incurred for a given month exceed the Minimum Monthly Fee, Customer shall be responsible for paying the difference for each such month ("**Monthly True-Up**") within 15 days of the date of such invoice. Via will calculate any fees due as Monthly True Up each month and provide Customer with an invoice calculating the per-vehicle fees actually incurred based on the actual number of active vehicles used during the previous month.

The Customer agrees that the sample invoice set out in Appendix 2 is satisfactory to Customer, both in substance and format.

Via shall calculate the Fees due. For the avoidance of doubt, (i) the number of vehicles per month for purposes of the above fees shall be the maximum number of distinct vehicles input by Customer that use the Via Solution on any given day over the course of the applicable calendar month and (i i) in the event the duration of the Deployment does not exactly match calendar months, monthly fees will be prorated for the first and/or last calendar months of the Deployment, as applicable, so that Customer will only be charged for the portion of such months during which the Via Solution was available to be used for the Deployment.

Customer shall reimburse all travel expenses of Via personnel for purposes of the Deployment. Installation-related services described above will initially be performed remotely, and if Via deems it necessary, in person by Via personnel for a limited period around launch. Thereafter, services will continue to be performed remotely as applicable, provided that Via personnel can be sent to Customer's location for additional trips upon reasonable request.

Twilio. Price includes our generic package for Twilio cost for 4 SMS notifications and 1.25 minutes of Twilio voice time per ride, at a maximum of $0.05 per ride on average for all rides completed within each calendar month. Any costs associated with Twilio in excess of $0.05 per ride will be billed to the Customer as at cost plus 10% on a monthly basis.

Launch Delay. If the Launch Date is delayed for more than a calendar month by Customer for any reason, Customer shall be responsible for paying Via for a $1,000 monthly technology fee for the cost of maintaining the technology infrastructure for Customer's deployment during the period of delay (the "**Technology Fee**"). The Technology Fee shall be payable monthly at the beginning of the month in which it is incurred. In the event that the duration of the delay does not exactly match calendar months, the Technology Fee will be prorated for the relevant month in which Launch occurred.

Branding. The Deployment will be branded as R-Transit powered by Via. The "powered by Via" banner must be used only in the exact format provided by Via and will be prominent on all assets promoting the Deployment, 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. Via may provide pre-approved brand assets and guidelines that must be complied with in all marketing communications distributed by the Customer.

Additional Terms.
1. **Use Rights.**

(a) **Use Rights.** **Subject to the terms and conditions herein, Via will provide the Services, as defined herein. The Services will include all related services, functions or responsibilities not specifically described in this Agreement, but that are required or reasonably necessary for the proper performance of the Via Solution in connection with the Customer transportation service. Via will grant Customer subscription, access, and use rights ("Use Rights") for the specific applications and deployment types identified in this Order.**

(b) **License to the Applications. In connection with the provision of the Via Solution, Via provides a limited, non-exclusive license during the Term to Customer to the applications for use with the devices for the Customer transportation service and sublicense to riders, drivers and local operators, subject to the terms set out in Via's Privacy Policy and Terms of Use. Customer shall be solely responsible for displaying a privacy policy to riders and ensuring it contains terms that are both compliant with applicable law, and sufficient to permit Via and its agents to lawfully perform hereunder.**

2. **Disclaimer. Notwithstanding anything to the contrary express or implied in in this Agreement, Via shall have no liability to Customer or any passenger (including no duty to defend, indemnify or hold Customer harmless) for any Transport Incident where "Transport Incident" means any accident, incident or other situation involving any Passenger (including negligent, willful and/or criminal acts and omissions), Device, vehicle or equipment employed by Customer in the use, provision or servicing of the Customer Transportation Service and/or any employee or agent of Customer operating such vehicle, Device or equipment or otherwise acting on behalf of Customer (including the acts and omissions of such employees or agents while using the Application or viewing or using any device from which the Application is displayed). Transport Incidents include actual or alleged violations of Applicable Laws and the Transportation Law components thereof.**

3. **Compliance with Applicable Laws. Prior to launch of the Deployment, the parties will work together to ensure compliance with all applicable laws and regulations, including The California Consumer Privacy Act.**

This Order shall be governed by the terms and conditions set forth in the City of Richmond Standard Contract signed between the parties, as of October 1, 2021   (the "**Terms**"). Capitalized terms used herein and not otherwise defined shall have the meaning in the Terms. By signing below, the parties agree to the Terms.

NOMAD TRANSIT   **LLC**   **CITY OF RICHMOND**

By: **By**:

Name: **Name**:

Title: **Title**:

Date: **Date**:

Appendix 1 to Service Order

VOC use and Data Sharing

Authorized Users
The below exhibit sets forth the members of the Customer's "Core Team" of personnel who are designated authorized users of the VOC including access to the data detailed below (the "**Core Team**"). Access to the VOC is conditional upon Customer notifying Via with reasonable advance notice of the name, title, email address and any other details Via may reasonably require of the members of the Customer Core Team. The Core Team may be updated during the Term subject to Via's consent.

Exhibit 1.

Core Team	
Title: Transportation Services Project Manager	Name: Denee Evans
	Name: Mary Cummings
	Name: Deborah Dabbs
Customer to provide details no later than one month prior to Launch	Customer to provide details no later than one month prior to Launch

Customer Core Team will be granted suitable permissions to allow them to manage and authorize access of additional Customer personnel as secondary users ("**Secondary Users**") to the VOC. All Core Team and Secondary Users will be subject to Customer's confidentiality and non-disclosure obligations, as described in the Terms. For the avoidance of any doubt, Customer's Core Team responsibility includes granting permissions to Secondary Users only to the extent such permission is needed for the Customer's operation of the Deployment and in compliance with applicable privacy legislation and removing any Secondary User access once it is no longer needed. Via retains the right to deny or revoke any Core Team or Secondary User access if Via suspects that such access may be causing or have caused a breach of the Terms, or any user guidance Via issues from time to time.

Authorized Operators

Customer may not provide access to the Via Solution to any third party except with Via's prior written consent. In the event that Customer wishes to engage a third-party operator ("**Operator**") to operate the Deployment, Customer shall provide Via a copy of an Operator Acknowledgement Form in the form required by Via, duly executed by such Operator, as a prerequisite for Via's allowing the Operator access to the Via Solution. For the avoidance of doubt, no Operator will be allowed access to the Via Solution without having signed the Operator Acknowledgement Form. Customer Core Team will be responsible for grant of VOC permissions to the Operator's team, which will be considered Secondary Users for all purposes. As between Customer and Via, Customer shall remain responsible for acts and omissions of any Operator as it relates to Operator's access to the Via Solution.

Data Sharing Plan

As part of the Deployment, and as detailed below, Via will make access to data available to members of the Customer's Core Team, and any above-authorized Customer's Secondary User(s) and/or Operator(s), for the purpose of research and program evaluation for the duration of the Term. The data will be accessible in the VOC and may not be shared through any other method unless otherwise authorized in writing by Via. Any and all data made available under this Order are trade secrets of Via, and subject to the confidentiality and other protective provisions set forth in the Terms at all times. Customer may not share any such data with anyone not authorized in accordance with this Appendix 1.

To protect Via's Intellectual Property Rights and the privacy of riders, Via will provide the following data tables and dashboards in the form of aggregated reports and data tables to Customer through VOC:
- Service KPI Dashboards: Visualized dashboards and graphs of Key Performance Indicators. These dashboards provide a high-level view of the overall service performance across a number of metrics and periods of time. Dashboards are available for download as .jpeg files or in raw form as excel spreadsheets.
- Data Generator: Set of tables with granular raw data about the service that are available for download as excel or csv spreadsheets.

The reports will be refreshed daily. The reports are aggregated and any information about individual riders is de-identified. [Additional off-the-shelf reporting may be made available to Customer upon request at Via's discretion. Custom reports will need to be scoped and may come at additional cost.]

SERVICE KPI DASHBOARD	
Dashboard	**Report Metrics**
Service Operations Metrics & Graphs	• Total ride requests • Requests during service hours • Met Demand • Met Demand Rate • Completed rides • Completed Rides Rate • Detailed Ride Requests Status • Active Riders • Driver Hours • Utilization
Rider Experience Metrics & Graphs	• Average Ride Duration • Average Ride Rating • Average Pickup Walking Distance *(corner-to-corner services only)* • Aggregation Rate • Average ETA • Dropoff Time Requested vs. Scheduled[*] • Dropoff Time Scheduled vs. Actual[*] • Pickup Time Requested vs. Scheduled[*] • Pickup Time Scheduled vs. Actual[*] [*]*Pre-booked rides only*
Rider Growth Metrics & Graphs	• Accounts Created • Active Riders • Total Riders Who Requested a Ride • Total Riders Who Completed a Ride • Completed Rides Per Rider
Ride Rating Metrics and Graphs	• Avg. Ride Rating • Total Bookings with Ratings • Percent Bookings with Ratings • Total Five Star Ratings • Percent Five Star Ratings • Label per Rating • Rating Distribution
Advanced Prebooking Metrics & Graphs *(prebooking only)*	• Request Source • Recurring Type • Hours Booked in Advance • Hours Canceled in Advance

DATA GENERATOR	
Table	**Data Columns**
Ride Request Table	- Request Creation Date & Time - Request ID - Request Status - Rider ID - Wheelchair Accessible - Booking Method - Number of Passengers - Booking type *(PB+OD only)* - Origin Address - Origin Lat + Long - Destination Address - Destination Lat + Long - Actual Pickup Time - Cancelation Time - No Show Time - Ride Price - Ride Distance - Ride Duration (min) - Ride Rating
Rider Activities Table	- Rider ID - Account Creation Date - Total Requests - Total Completed Rides - Total Cancellations - Total No Shows
Drivers Table	- Drive ID - Driver Name - Driver Email - Active Status - Total Shift Hours - Avg. Shift Hours Per Day - Avg. Shift Hours from First Assignment Per Day - Avg. Break Hours Per Day - Total Accepted Rides

	• Avg. Rating From Riders
Vehicles Table	• Vehicle ID • Active Status • Visual ID • Short Visual Identifier • Maker • Color • Vehicle Capacity • Max Capacity • Wheelchair Capacity
NTD S-10 Report *Available upon request for required reporting to the FTA. (United States only)*	• Service Date • Day of the Week • Vehicles Operated in Maximum Service (VOMS) • Actual Vehicle Hours • Actual Vehicle Miles • Vehicle Revenue Hours • Vehicle Revenue Miles • Unlinked Passenger Trips • Passenger Miles Traveled

Appendix 2 to the Service Order
Sample Invoice

CONFIDENTIAL

Invoice

Date
Invoice #

[VIA ENTITY NAME]
Via Transportation, Inc.
10 Crosby Street, Floor 2
New York NY 10013 United States

Terms   Net 15
Due Date
PO #
Billing Period

Bill To
[Partner] [Address]

Description	Rate	Quantity	Amount
[Description of the Fee: Vehicle Fees, Ride Fees and/or Total Vehicle Hours] Tax Code Summary			Total

Please make checks payable to:
[__]
P.O. Box 7410493
Chicago, IL 60674-0493

Wire Instructions:
Bank of America, N.A.
222 Broadway,
New York, NY 10038
Wire Routing # - 026009593
ACH Routing # - 021000322
Account # - 483065995955
Swift Code - BOFAUS3N

CCPA and CPRA Service Provider Addendum

This CCPA and CPRA Addendum (this "Addendum"), effective as of [Date], is incorporated into and forms part of City of Richmond Standard Contract signed between the parties, as of October 1, 2021, as well as all subsequent service orders, renewals, and amendments (collectively, the "Agreement"), entered into by and between City of Richmond ("Customer") and Nomad Transit LLC ("Service Provider").

The parties acknowledge and agree that Service Provider is a service provider for the purposes of the California Consumer Privacy Act (the "CCPA") and California Privacy Rights Act (the "CPRA"). Service Provider certifies that it (i) understands the rules, restrictions, requirements, and definitions of the CCPA and CPRA, and (ii) understands and will comply with the restrictions set forth in the CCPA, CPRA, and this Addendum.

With respect to personal information collected and processed by Service Provider pursuant to the Agreement (the "Personal Information"), Service Provider shall not:

    (a) Sell the Personal Information;

    (b) Share the Personal Information for cross-context behavioral advertising purposes;

    (c) Retain, use, or disclose the Personal Information, except as necessary for the specific business purposes listed in *(i)* to *(vi)* below or any other business purposes specified in the Parties' Agreement or as otherwise permitted by the CCPA or CPRA:

        i. Performing the services described in the Agreement, which include but are not limited to the maintenance and servicing of user accounts, provision of customer service and support, processing of transactions and payments, verification of user information, provision of analytics services, data storage, training, and the fulfillment of similar services on behalf of the Customer;

        ii. Ensuring security and integrity of services, including but not limited to debugging and otherwise repairing the services to restore intended service functionality;

        iii. Undertaking internal research for technological development and demonstration;

        iv. Undertaking activities to improve, upgrade, or enhance the services;

        v. Short-term transient uses, provided that personal information is not disclosed to third parties (i.e., parties that are not themselves service providers or contractors) and is not used to build a consumer's profile or otherwise alter the consumer's experience outside their current interactions with the business; and

        vi. Advertising and marketing services, including the auditing of such services, as authorized or directed by the Customer, and as permitted under the CCPA or CPRA.

    (d) Engage in any activity prohibited by any other provision of the CCPA and CPRA currently in effect.

Service Provider claims no ownership or other proprietary rights in any of the Personal Information. Customer grants Service Provider the right to access, modify, and use the Customer Data for the purpose of performing Service Provider's obligations under the Agreement, including to provide the Services and incidental to providing the Services, to improve the

Services, and to create derivative works, including aggregate consumer information and deidentified data, to the extent such uses are permitted by the CCPA and CPRA.

Service Provider shall notify Customer if it determines that it can no longer meet its obligations under the CCPA or CPRA. Customer has the right, upon notice of at least sixty (60) days, to take reasonable and appropriate steps to stop and remediate any unauthorized use of Personal Information.

For purposes of this Addendum, the terms "personal information," "service provider," "third party," "contractor," "business purpose," "commercial purpose," "cross-context behavioral advertising," "deidentified," "sell," and "share" are as defined in the CCPA and CPRA. "CCPA" and "CPRA" refer to both the statutes and any implementing regulations that are in effect. Capitalized terms used but not defined herein shall have the meanings set forth in the Agreement. In the event of any inconsistency between the provisions of this Addendum and the Agreement, the provisions of this Addendum shall control.

NOMAD TRANSIT LLC   CITY OF RICHMOND

By: By:
    _____   _____

Name: Name:
    _____   _____

Title: Title:
    _____   _____

Date: Date:
    _____   _____

Date: Date:

Contract Amendment between the City of Richmond and

_____
Amendment No.   P.O./Contract No.

AMENDMENT PROVISIONS (AMENDMENT HISTORY)

The **first** Contract Amendment was approved by City Council of the City of Richmond or executed by the City Manager on_____for one or more of the following provisions (check those that apply):

☐ Increased contract payment limit by $ _____for a payment limit not to exceed $ _____.
☐ Term Amendment (insert new termination date):_____
☐ Service Plan

The **second** Contract Amendment was approved by City Council of the City of Richmond or executed by the City Manager on_____ for one or more of the following provisions (check those that apply):

☐ Increased contract payment limit by $ _____for a payment limit not to exceed $ _____.
☐ Term Amendment (insert new termination date):_____
☐ Service Plan

The **third** Contract Amendment was approved by City Council of the City of Richmond or executed by the City Manager on_____for one or more of the following provisions (check those that apply):

☐ Increased contract payment limit by $ _____for a payment limit not to exceed $ _____.
☐ Term Amendment (insert new termination date):_____
☐ Service Plan

The **fourth** Contract Amendment was approved by City Council of the City of Richmond or executed by the City Manager on_____for one or more of the following provisions (check those that apply):

☐ Increased contract payment limit by $ _____for a payment limit not to exceed $ _____.
☐ Term Amendment (insert new termination date):_____
☐ Service Plan

The **fifth** Contract Amendment was approved by City Council of the City of Richmond or executed by the City Manager on_____for one or more of the following provisions (check those that apply):

☐ Increased contract payment limit by $ _____for a payment limit not to exceed $ _____.
☐ Term Amendment (insert new termination date):_____
☐ Service Plan