[Deployment Name] DEPLOYMENT SERVICE ORDER

By this service order (the "**Order**"), Via Technologies Europe B.V., a Dutch company with its principal office located at Keizersgracht 467, Amsterdam, Netherlands ("**Via**"), and the customer identified below ("**Customer**") agree to collaborate towards the operation by Customer of on-demand transit deployment in [GEOGRAPHIC AREA] (the "**Deployment**")

Customer Name:

Customer Company Number:

Customer Notice Address:

Customer Email:

Term: _____ months.

The duration of the Deployment shall last until the last day of the calendar month during which the period of the Term 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) Downloadable iOS and Android rider apps that allow customers to book rides, manage rides, track vehicles in real time, and pay for trips;
(c) Downloadable driver app that provides efficient turn-by-turn directions and updates dynamically in real time based on schedule changes;
(d) Access to the Via Operations Center ("VOC"), which allows administrators to perform a variety of functions, including booking trips, checking trip details, adjusting rider account information, providing customer support, planning and managing live operations, and accessing reports, as provided for in Appendix 1;
(e) Access to data reporting set out in Appendix 1, made available via the VOC.

Support Services – Installation. Via provides installation support during the launch process including:

(a) Configuration of the system, including but not limited to mapping, rider experience settings, dispatch and operator settings, and scheduling preferences. Configuration will be according to the Scope Lock document signed off on during the first phase of launch;
(b) Testing and quality assurance;
(c) Help Customer to build a launch plan and change management strategy; and
(d) Training drivers, dispatchers, and managers on the Via software through live remote trainings and leave-behind guides.

Up to four weeks of installation support is included post Launch before transitioning to ongoing support.

Support Services – Ongoing. The following services are included in the Fees up to the number of hours per month identified below:

(a) System Adjustments: Includes configuration adjustments to mapping, rider experience settings, dispatch and operator settings, or scheduling preferences: *up to 10 hours per month*

(b) Expert consulting: *up to 5 hours per month*

- **Operations:** Including supply optimization analysis, payment & fraud investigation, and service design analysis
- **Service expansion:** Including feasibility analysis for service expansions or additional projects

(c) Tech Support: The Via Support team will use commercially reasonable efforts to respond within two business days 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 Expert Consulting. If requested, hours beyond those set forth above will be charged on an hourly rate.

Rider Engagement Resources. Via will provide a set of marketing guides and playbooks based on best practices, along with editable templates that Customer can edit with their branding and service details.

Additional Services. Via can provide optional add-on services, including consulting, web-based booking portal, 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 of the Deployment ("**Launch**"). [Launch shall be no fewer than [X] weeks following execution of this Order.] Launch date will be finalized once Scope Signoff is complete (see below). In the event that the Launch date is delayed at Customer's request or due to Customer's inaction after Scope Signoff, Customer will be charged a Technology Fee (as defined in Section "Fees" below) to accommodate hosting and other direct IT costs.

(c) **Scope Signoff**. Upon completion of the first phase of the launch process consisting of scoping and service design, Via will provide to Customer a detailed description of how the system will be configured for the Customer, including the service design and agreed-upon settings for Launch (the "**Scope Lock Document**"). Customer is responsible for reviewing and approving the final Scope Lock Document. Once the Scope Lock Document is signed off on by Customer, the Launch date can be finalized.

(d) **Support Requests**. At the start of the project, Via will direct Customer towards the relevant ticketing tools to log requests. In order to trigger a product maintenance or support request, submitted tickets must contain detailed information about the nature of the request. Requests for additional features or map expansions 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 Total Fees for the Term:

Fee Category	Amount	Invoicing Terms
Installation Fee	$[X]	Payable upon signing of this Order
Minimum Annual Fee	$[X] calculated based on a minimum of [X] active vehicles per calendar month	Payable upon signing of this Order [and annually on the anniversary of the Launch Date thereafter]
Incremental Monthly Fee	If the number of active vehicles in service exceeds the minimum on any given month, the "Incremental Monthly Fee" shall be calculated as follows: • $[X] per active vehicle per calendar month for vehicles [X]-[X] • $[X] per active vehicle per calendar month for vehicles [X]+	Invoiced for a given month at the beginning of the following month with payment due with net (30) payment terms
Total Fee	$[X] assuming [X] vehicles (excluding Incremental Monthly Fees and Fees for any Additional Services)	

Installation and Minimum Annual Fees:

The Customer agrees to pay the Installation Fee and Minimum Annual Fee (as set out in the table above) upon signing of this Order, with payment due in accordance with the Terms. [In subsequent years, the Minimum Annual Fee shall be payable annually on the anniversary of the Launch Date.]

1. Incremental Monthly Fee:

In the event that more than [X] vehicles are used during a given calendar month, Via will calculate Incremental Monthly Fees and provide Customer with an invoice based on the actual number of active vehicles used during the previous month. Customer shall be responsible for paying the Incremental Monthly Fee within thirty (30) days of the date of such invoice.

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) each passenger completing a ride booked through the Via Solution will be counted toward the per-ride fees above, (ii) 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 (iii) in the event the duration of the Deployment does not exactly match calendar months, monthly fees will be pro-rated 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 [EUR X]* per ride on average for all rides completed within each calendar month. Any costs associated with Twilio in excess of [EUR X]* per ride will be billed to the Customer as at cost plus 10% on a monthly basis. **Launch Delay**. If the Launch is delayed [for more than a calendar month] by Customer for any reason, Customer shall be responsible for paying Via for a EUR __ 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 "[Deployment Name] 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.
Language. This Order has been executed in English. A French translation has been provided for convenience and in case there is any difference between the two versions, the English version will prevail.
This Order shall be governed by the terms and conditions found at https://ridewithvia.com/legal/via-solution-terms-of-service (the "**Terms**"). Terms used here and not otherwise defined shall have the meaning set ascribed to them in the Terms. By signing below, the parties agree to the Terms.
This Order is effective as of the date it is signed by both parties.

Signatures on following page

SIGNATURE PAGE TO DEPLOYMENT SERVICE ORDER

By signing below, each of the Customer and Via acknowledge and agree to the foregoing

VIA TECHNOLOGIES EUROPE B.V.	**[CUSTOMER ENTITY NAME]**
By:	By:
Name: Chris Snyder	Name:
Title: CEO	Title:
Date:	Date:

Appendix 1 to Service Order

VOC use and Data Sharing

Authorized Users

The below exhibit (Exhibit 1) 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, reasonable time in advance, 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.

Customer Core Team will be granted suitable permissions to allow them to manage and authorise 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, Customers'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 aforementioned 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 authorised 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 authorised in accordance with this Appendix 1.

To protect Via's intellectual property 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.

Exhibit 1

Core Team	
Title	Name
[Customer to provide details no later than one month prior to Launch]	[Customer to provide details no later than one month prior to Launch]

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 • Colour • Vehicle Capacity • Max Capacity • Wheelchair Capacity

Appendix 2
Sample Invoice

CONFIDENTIAL

Via Technologies Europe B.V.
Keizersgracht 467
Netherlands

Invoice

Date
Invoice #

Tax ID
Terms: Net 30
Due Date
PO #
Billing Period

Bill To
[Partner Company Name]
[Address]

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

Subtotal

Tax Total

Total

Wire Instructions:
Bank: BNP Paribas
Account Holder: Via Technologies Europe B.V.
IBAN: NL06BNPA0227728106
Swift Code / BIC - BNPANL2A