



ORDER FORM

Date: August 16, 2019

FROM:

Populus Technologies, Inc.
655 Montgomery Street
San Francisco, CA 94111
Contact: Stephanie Seki
Email: stephanie@populus.ai
Phone: +1 415-547-0448

CUSTOMER:

Organization: Lexington-Fayette Urban County
Government
Contact: Scott Thompson
Email: pthompson2@lexingtonky.gov

Terminal Services	Authorized Users	Term	License Fees
<u>Populus Mobility Manager (Basic)</u> - Live Map of Vehicles - Vehicle Fleet Performance (incl. utilization rates) - Citywide Cap Compliance	30 Users	FREE	\$0
<u>Populus Mobility Manager (Plus)</u> All of the above features, plus: - Trip and Route Analysis (with MDS) - Equity/ Access Compliance	30 Users	Pilot Period: 60 days	\$0 (pilot)

Description of Populus Mobility Manager:

Enterprise license for Authorized Users for the Lexington-Fayette Urban County Government (“the City” or “Customer”) to access the Populus Mobility Manager analytics suite in Populus’ proprietary web-based Terminal platform (“Terminal”). Populus Mobility Manager will deliver analytics to support monitoring and evaluation of mobility operators by the Customer, including the features outlined in the Terminal Services. Customer will provide data for or require that it be provided to Populus directly by the mobility operators.

Description of Customer Mobility Data to be Provided to Populus:

Customer will endeavor to provide the following Mobility Data to Populus for the purposes of utilizing the Populus Terminal for operator reporting compliance:

- (1) archival reports provided to the Customer by all permitted mobility operators that are required as part of an operating permit or voluntarily by the operators.
- (2) access to APIs provided to the Customer by all permitted mobility operators that are required as part of an operating permit or voluntarily by the operators.

Authorized Users

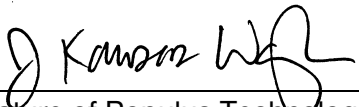
Lexington-Fayette County Parking Authority and University of Kentucky are considered authorized users under this agreement, provided that the policy regulating operators requires the ability to share data with third parties at the Customer’s discretion.

TERMS

Pilot Period: 60 days from the date of data receipt

In connection with such pilot/evaluation use (1) no fees will apply (2) the Services are provided “AS IS” and no warranty obligations of Company will apply, and (3) Customer may terminate this Agreement and all of its rights hereunder by providing Company written notice thereof no less than 10 days prior to the end of the Pilot Period;

Terms of Use: By signing below, Customer agrees that this Order Form is subject to, and Customer is bound by, the Populus SaaS Terms of Service located at: <https://www.populus.ai/legal/saas-terms-of-service> (the “Populus Terms”). Any additional terms shall be attached to this Order Form and agreed to in writing by both parties (the “Addendum”). Unless otherwise specifically stated in an Addendum, in the event of a conflict between the Addendum and the Populus Terms, the Populus Terms shall govern.



Signature of Populus Technologies, Inc.

Signature of Lexington-Fayette

Urban County Government

Printed Name: J. Kansas Waugh

Printed Name: _____

Title: Director of Mobility Partnerships

Title: _____

Date: 08/29/2019

Date: _____

ADDENDUM

Section 7. Customer is not considered a “validly organized business”, but is an urban county government created in pursuant to KRS 67A.

Section 9. Governing law is Kentucky law and the venue is state/federal courts located in Lexington, Kentucky.