

RENEWAL ADDENDUM FOR SERVICES AGREEMENT BETWEEN POPULUS AND LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

The Services Agreement between Populus and Lexington-Fayette Urban County Government, which was effective as of December 18, 2019 (signed on March 13, 2020), is hereby renewed on the terms set forth in this Addendum.

Effective Date	December 18, 2020
Renewal Term	1 year
Renewal of Mobility Manager License	<p>\$10,000/ year, discounted for 2020 renewals \$5,000/ year for Populus Mobility Manager Pro</p> <p>Customer receives the following standard features through our platform:</p> <ul style="list-style-type: none"> ● Data validation, harmonization, anonymization, and secure storage for mobility operator data ● Live map for real-time monitoring ● Shape libraries to store and create geospatial layers for analysis ● Trip (origin-destination), vehicle distribution, and parking analysis for program management and planning ● Route (GPS trip trace) analysis for planning ● Vehicles and trip metrics to facilitate citywide cap monitoring and evaluation ● Aggregated data and GeoJSON file downloads ● Unlimited Verified Operators* ● Invitation to join Populus cohort of <i>Cities Leading on Transportation Safety</i> through our partnership with USDOT <p>Customer support included:</p> <ul style="list-style-type: none"> ● Dedicated onboarding session for all staff. ● Continuous access to bi-monthly Populus webinars. ● Access to Populus resources, including mobility policy reports and recorded webinars. ● Licenses for an ten users within organization ● Basic Mobility Partnerships staff support.

As part of our recurring customer program, Lexington-Fayette Urban County Government has the opportunity to access new products indicated below whose term shall be coterminous with the Renewal Term unless otherwise indicated.

Street and Curb Manager Basic	<p>\$20,000/year for annual license \$0 Included with renewal of Mobility Manager Pro</p> <ul style="list-style-type: none"> ● 6 free months of Street and Curb Manager Basic ● Digital street policy and street closure management for various use cases, including construction, slow/shared streets, and special events ● Public maps to digitally share new policies and receive public comments ● Early access to new curb management features ● Integration of curb rule data, existing or collected by Lexington ● Integration of relevant curb data including, but not limited to, parking meter, parking payment, and citations* ● Access to limited Commercial Fleet Activity Data
--------------------------------------	---

*Integration of this curb data is subject to certain limitations based on data format and requisite data fields.

The following upgrades available to Lexington-Fayette Urban County Government. Any revenue sharing describe only applies should Lexington-Fayette Urban County Government decide to add-on the Pro features.

<hr/>	Upgrade to Curb Manager Pro	<p>10% of all revenue generated using the Populus platform, or the product functionality or data contained therein</p> <p>Customer receives all of the features of Basic plus the following standard features for commercialization through our platform:</p> <ul style="list-style-type: none"> ● Data validation, harmonization, anonymization, and secure storage for operator data received in compliance with predetermined standards. ● Aggregated Data and Geojson File Downloads. ● Evaluation tools for preferred policies. ● Digital tools to commercialize space in the public right of way.
<hr/>	Upgrade to Street Manager Pro	<p>Additional \$9,000 annually for Populus Street Manager Pro</p> <p>Customer receives all of the features of Basic plus the following standard features for commercialization through our platform:</p> <ul style="list-style-type: none"> ● Distribution and ingestion of APIs for communication of policies with mapping platforms and delivery services ● Public Engagement Tools ● Access to Beta Testing of New Features and Products



- Licenses for 30 users across agencies within the city

Terms

Terms of Use: By signing below, Customer agrees that this Services Agreement 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 Terms, the Terms shall govern.

Trade Secret Protection: Customer has identified that it is engaged with another third-party, non-mobility operator to manage street and mobility services ("Related Company"). Customer acknowledges that during the Term with Populus and Related Company, Customer has and will become familiar with trade secrets and other Confidential Information concerning Populus and such Related Company, and that Populus' Confidential Information will be of special, unique and extraordinary value to the Related Company. Therefore, Customer agrees that, during the Term and for a period of one year thereafter, the Customer will not share any of Populus' Confidential Information, features, or specifications or directly consult with the Related Company or any other business which is competitive with Populus' Mobility Manager or Street Manager.

All other terms of the Services Agreement between Lexington-Fayette Urban County Government and Populus shall remain the same.

The parties have caused their duly authorized representatives to execute this Agreement (incorporating the Terms) as of the dates set forth below.

Ashley Friedman Bernstein
Signature of Populus Technologies, Inc.

Linda Gorton
Signature of Lexington-Fayette Urban County Government

Printed Name: Ashley Friedman Bernstein

Printed Name: Linda Gorton

Title: Director of Operations

Title: Mayor

Date: 4/8/21

Date: 7/2/2021

Customer Billing Contact Name: _____

Email: _____

Phone: _____



ADDENDUM

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

Section 11. Governing law is Kentucky law and the venue is state/federal courts located in Lexington, Kentucky.

Section 12(a). Populus may change, add to or delete these Terms of Service or any portion thereof from time to time in its sole discretion (collectively, “Modifications”). If Populus makes material Modifications, Populus will notify you by revising the date at the top of these Terms of Service, and shall provide additional notice either by emailing the email address associated with Customer’s account or by posting a notice in the Terminal Services web portal. If Customer does not agree to the modified Terms of Service, Customer should discontinue use of the Terminal Services. Customer’s continued use of the Terminal Services constitutes Customer’s acceptance of the Modifications.